

# BOOKING FORM

## MILL PARK LEISURE

|  |
|--|
| ORGANISATION:                                  |
| CONTACT PERSON:                                |
| ADDRESS:                                       |
| PHONE:   |
| EMAIL:   |
| CONTACT PERSON ON DAY (If different to above): |
| ORGANISATION ABN:                              |
| INVOICE DETAILS (If different from above):     |

|                         |   |
|-------------------------|---|
| Booking Date/Time       |   |
| Room/Area/Lanes         |   |
| Number of participants  |   |
| Recurring Booking       | <input type="checkbox"/> Yes <input type="checkbox"/> No (strike out inapplicable option) |
| Frequency of Recurrence |   |

| Area                        | Hire Rates<br>(per hour) | Area   | Hire Rates<br>(per hour)                   |
|-----------------------------|--------------------------|--|--|
| Program Room 4              | \$48.05                  | Warm Water Pool Hire                           | \$94.90 (1/2 Pool)<br>\$189.05 (Full Pool) |
| Childcare Room Hire         | \$48.05                  | Learn to Swim Pool Hire                        | \$94.90 (1/2 Pool)<br>\$189.05 (Full Pool) |
| Meeting Room Hire           | \$48.30                  | 25m Lane Regular Hire (excluding entry fee)    | \$32.60                                    |
| Entry Fee (spectators only) | \$2.20 p/person          | 25m Lane Occasional Hire (excluding entry fee) | \$49.20                                    |
| Entry Fee (Aquatic)         | \$6.25 p/person          | Private Group Fitness Class                    | \$15.25 p/person                           |
| Entry Fee (Health Club)     | \$15.65 p/person*        | Aquatics Hall Hire                             | Upon Request                               |

|                                     |  |
|-------------------------------------|--|
| Do you require additional equipment |  |
|-------------------------------------|--|

|                                  |
|----------------------------------|
| ADDITIONAL INFORMATION/ REQUESTS |
|----------------------------------|

|       |         |       |
|-------|---------|-------|
| NAME: | SIGNED: | DATE: |
|-------|---------|-------|

Please e-mail completed booking form to [mpl@activewhittlesea.com.au](mailto:mpl@activewhittlesea.com.au)

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## MILL PARK LEISURE

### TERMS AND CONDITIONS

Belgravia Leisure is the Manager of Mill Park Leisure ***Bookings and Agreements are made upon and are subject to Centre Rules and the following conditions:***

1. **Confirmation of Bookings/s** – A confirmation will be sent to the email address supplied once the booking has been processed and approved. No booking will be taken to have been accepted Belgravia Leisure until a booking confirmation has been issued by it.
2. **Fees, Charges and Payments** – Hiring fees and charges (including GST) will be quoted prior to processing the booking. Invoice sent separately at the conclusion of the booking (or on a monthly basis for ongoing bookings) via email and must be paid within 7 days of the invoice date. Once a booking has been confirmed, you will be given 2 weeks written notice of any fee increases which may occur.
3. **Hire Dates/Days, Time and Duration** – You agree to commence your Hire and vacate the designated Hire space at the day(s), date(s) and times (start and finish times) as per the confirmation.
4. **Cancellations** – In the event a confirmed booking is cancelled (notice of intention to do so must be received in writing by Belgravia Leisure) the following will apply:
  - Less than 30 days' notice 10% of the total booking
  - Less than 14 days' notice 50% of the total booking
  - Less than 24 hours' notice Full amount payable
5. **Supervision, Public Safety & Security** – The hirer assumes full responsibility during the period of hire for the supervision, safety, and control of all its guests, players, members, staff and visitors *if the program is not being run by Belgravia Leisure staff*. Where specialised supervision (e.g. lifeguards) or qualified first aid officers are required, the hirer must provide Belgravia Leisure with evidence of the qualifications and numbers of staff the Hirer will use. Belgravia Leisure reserves the right to approve or disapprove any proposed arrangements in this regard at its absolute discretion but shall assume no liability in either case. Special arrangements by the centre to provide additional staff for either supervision (e.g. lifeguards) or security (e.g. door or crowd control) can be provided at an additional cost.
6. **Cleaning** – It is the responsibility of the hirer to ensure any area of the facility which is used during the program is left in a clean and acceptable standard at the conclusion of the program. If not, a cleaning fee may be charged.
7. **Public Liability Risk Insurance** – Hirers shall have a Public Liability Risk Insurance Policy for not less than Twenty million dollars (\$20,000,000) and must provide a Certificate of Currency on demand at any time prior to confirmation of and at any time during the times of booking, to Belgravia Leisure's satisfaction.
8. **Release and Indemnity** – The Hirer agrees to hire the Designated Area of Hire for the Activity at its own risk and agrees to indemnify Belgravia Leisure, its officers, servants and agents from all claims and demands where the Hirer is proven to have breached this Agreement or is otherwise negligent through its acts or omissions.
9. **Loss or Damage** – The Hirer agrees to reimburse Belgravia Leisure for any loss or damage incurred as a direct result of the Activity in the Designated Area of Hire, within the reasonable control of or which would be expected to be in the reasonable control of the Hirer, and in breach of this Hire Agreement, including but not limited to loss or damage to the building or equipment. The Centre may require a bond (which may be the deposit) to be held against loss or damage including but not limited to the building or equipment refundable after the event or drawn upon to pay for loss or damages resulting from the hire.
10. **Alcohol & Smoking** – No alcohol is permitted to be brought into the Centre by the Hirer's guests, players, members, staff and visitors during the period of Hire, unless agreed to in writing by Belgravia Leisure. Smoking (including Vape and E-Cigarettes) is not permitted within the Centre or any associated facilities.
11. **Force Majeure** – Belgravia Leisure shall be relieved from all liability in respect of any breach of its obligations under this agreement should such a breach be caused, directly or indirectly, by an event of Force Majeure. "Force Majeure" shall mean any act; matter or thing whatsoever not within the reasonable control of Belgravia Leisure and which adversely affects the capacity of Belgravia Leisure to perform its obligations hereunder or wholly prevents the performance of the same.
12. **Emergency Procedures** – In the case of an emergency you and your guests must listen to the instructions provided by Belgravia Leisure staff and follow the Emergency procedures. Refer to the Emergency Evacuation Plan on display in the Designated Area of Hire.
13. **Insurance and Certifications** – All organisations hiring the venue (where applicable) will be required to provide the following documentation prior to their booking being confirmed:
  - **Public Liability Insurance Certificate of Currency**
  - **Workers Compensation Insurance** (if appropriate)
  - **Working with Children Check or State/Territory based equivalent of all employees.**
  - **Any other qualifications** (i.e., CPR, First Aid, Coaching qualifications);
  - **or documents requested by the Venue** (i.e., Risk Assessments)

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14. **Safety** – The user group and/or hirer is responsible for ensuring the event or booking is conducted in a safe manner. The user group and/or hirer is responsible for ensuring they are aware of and follow the evacuation procedure of the facility, and in doing so follow any directions given to them during an evacuation by the Area or Chief Fire Warden. All fire exits must be kept clear at all times.

User groups and/or hirer are aware and understand the Work Health and Safety requirements of their event and the space they're hiring and immediately report any accident/incident, or near-miss to the Duty Manager or staff member in charge and understand that an incident form will be completed either manually or electronically.

User groups are aware that larger events may require a safety talk from staff and that users are also responsible for enforcing safe use practices while within the centre including, but not limited to;

- -No diving into shallow water
- -No running on cemented areas
- -No flips, bombs or other dangerous methods of entry into the water
- -No pushing of other users into the water

15. **Hygiene** – Do not use the pool if you have had diarrhea in the past two weeks.

- Close fitting swimming costumes must be worn at all times.
- Please shower and use the toilet before entering the pool.
- Avoid swallowing or putting pool water in your mouth.

16. **Medical Conditions of Participants** – Upon request the Hirer must provide the Centre with a detailed list of specific and non-specific medical conditions of all those attending during the hire period.

17. **Free Swimming** - "Free swimming time" is not permissible at any time. Structured Activities with appropriate supervision required.

18. **Diving** – In accordance with Guidelines for Safe Pool Operation, dive entries may only be performed in water greater than 1.5m deep with a qualified instructor.

19. **Providing Your Own Program** - Organisations providing their own Swimming Instructors attending the Centre are reminded that the following conditions apply:

- a. Student/Staff ratios must be in accordance with 'Guidelines for Safe Pool Operation' (1:10).
- b. Must provide/attach a copy of Public Liability Insurance for a minimum of \$20 million.
- c. Swim and Survive Aquatics Educational Program is used for all school bookings
  - To attach copies of the following qualifications for each supervisor as per safe ratios:
  - Current AUSTSWIM – Teacher of Swimming and Water Safety
  - Current CPR
  - Current WWCC
  - Other qualifications may be required depending on group activities.
- d. All lifeguards are employees of Belgravia Leisure, and will be provided on a ratio of 1:80
- e. In the event of a first aid or major incident the facility, staff have responsibility for the care of patrons

20. **Watch Around Water** – The Centre is a Watch Around Water accredited facility and all user groups should abide by the Watch Around Water guidelines. For bookings with children the Centre will provide a copy of these conditions.

21. **Child Safe** – Belgravia has zero tolerance of child abuse and is committed to creating and maintaining a child safe and child friendly city where all children are valued and protected from abuse. Belgravia is committed to creating and maintaining a child safe organisation where protecting children from abuse is embedded in the everyday thinking and practice of Belgravia, all employees, contractors and volunteers. All organisations that provide services or facilities for children are required to comply with Child Safe Standards, to ensure that the safety of children is promoted, child abuse is prevented, and allegations of child abuse are properly responded to. As a condition of this agreement the Hirer must ensure that it complies with the requirements as set within the Child Wellbeing and Safety Act 2005, National Child Safe Standards and Reportable Conduct Scheme. The Hirer must immediately notify Belgravia where it becomes aware of a breach of the National Child Safe Standards and ensure that all employees and volunteers who are required to apply for a Working with Children Check's (WWCC) under the Working with Children Act 2005 (Vic) have done so, before working with children at the service/program/facility.

22. **No Commercial Use** –The facilities are not to be used by the hirer and /or member and /or user group for in connection with commercial activities without the express written permission of Belgravia Leisure upon such conditions as it may determine should be imposed in respect of such use in its absolute discretion.

23. **Privacy** –The Belgravia Leisure Privacy Policy applies to this Agreement and is incorporated by reference as though set out in full. A copy may be inspected at <https://belgravialeisure.com.au/privacy-policy/>

24. **Other** - *Outdoor bookings will not be rescheduled due to rain, unless there is lightning. If an organisation chooses to cancel a booking due to weather on the day of the booking, fees will still be payable. Management reserves the right to change Facility / Space allocation if necessary.*

**Failure to adhere to these conditions may result in cancellation of any current and future bookings**