## BALC Facilities & Services Booking Terms & Conditions

**Tentative Booking-** after an Application to Hire is received, a Tentative Booking is made and can be held for up to fourteen (14) days. If after fourteen (14) days the event is not confirmed Ballarat Aquatic & Lifestyle Centre will cancel the booking request without further notice.

**Confirmation of Booking-** A booking is deemed confirmed when a confirmation form has been sent to the club/ organisation.

**Cancellation of Agreement-** the Centre, represented by Centre Management, may at its absolute discretion cancel all or part of this Agreement to hire by giving the hirer at least ten (10) working days' notice in writing. The Hirer acknowledges this right and agrees to irrevocably waive all rights to pursue any claim it may otherwise have in respect of any such cancellation.

**Charges-** The charges for the use of the Centre will be confirmed in the confirmation notification.

**Payment of fees and charges-** Upon booking confirmation, payment is required to be paid by cash and/or cheque on the day of booking. Alternatively, an invoice can be generated by the City of Ballarat and needs to be paid within thirty (30) days. Booking fees are non-refundable.

**Cleaning-** General and normal cleaning is included in the hire of the room. The client may incur additional charges where an event has created cleaning requirements, which is considered to be over and above normal cleaning.

**Disclaimer of Liability and Indemnity-** The Hirer agrees to indemnify and keep indemnified Ballarat Aquatic & Lifestyle Centre, its servants and agents from and against all actions, proceedings, claims, demands, costs, losses (including but not limited to consequential losses), damages, liabilities and expenses (except those arising from the negligent acts or omissions of the centre or its servants, agents and employees), which may be brought against Ballarat Aquatic & Lifestyle Centre, its servants and agents (including claims made by parties other than the hirer) as a result of the Applicant's or its agents, servants or invitees attendance at the Centre, and the hirer hereby releases and discharges Ballarat Aquatic & Lifestyle Centre, their servants and agents from all such actions, proceedings, claims, demands, costs, losses, damages, liabilities and expenses.

**Cancellations-** Notice of cancellation must be given in writing at least thirty days (30) prior to the booking date. Any deposit paid is refundable, upon cancellation of a confirmed booking, unless the cancellation is requested within less than the thirty (30) days minimum notice period required for cancellations, in which case the deposit will be forfeited. Booking fees are non-refundable.

**Booking Numbers/ Total Number of People Attending-** Booking numbers/total number of people attending are to be provided at the time of booking on the Booking Form. Final numbers are required five (5) business days prior to the hire date and cannot be altered down after this time. With the consent of the centre caterer, numbers may be increased at any time with the additional numbers being signed off as a variation to the Hiring contract as requested.

**Catering-** The Ballarat Aquatic & Lifestyle Centre can provide event catering. Please direct catering enquiries to the Café Coordinator Meg Smith: megsmith@ballarat.vic.gov.au

**Dress Code-** In consideration of the high standards of the Ballarat Aquatic & Lifestyle Centre, patrons are to be appropriately attired.

**Smoking-** The City of Ballarat has a "No Smoking Policy" on all Council grounds whereby smoking is not permitted at the Centre, including all buildings and grounds.

**Venue Access-** Guests are permitted to park inside the Centre grounds in the car park facility adjacent the Centre. Entry is made via the main front entrance however, the 50m pool entrance will be made available for all major events.

**Consumption of Alcohol-** The consumption of alcohol is strictly prohibited in all buildings and surrounding grounds.

**Damage to Property or Equipment-** On any occasion that centre property and equipment is damaged or stolen due to the actions of the hirer or it guests, such costs associated with repairing or replacing the property or equipment will be the responsibility of the hirer. While all due care is taken when handling the property of the organisers no responsibility will be accepted by Ballarat Aquatic & Lifestyle Centre e in relation to damage to or loss of property before, during and after a function.

