BALC Facilities & Services Booking Terms & Conditions

Bookings & Cancellation- Applications are made by completing and submitting the Online Facility Booking Form. Bookings are accepted up to twelve (12) months in advance. The booking confirmation will be emailed to the nominated contact person in the booking form; bookings do not take effect until a confirmation of your booking has been provided to you via email. If preferred dates are unavailable, the nominated person will be contacted to discuss an alternative.

Notice of cancellation must be given in writing at least twenty-four hours (24) prior to the booking date.

The Ballarat Aquatic and Lifestyle Centre may at its absolute discretion cancel all or part of the hire agreement 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.

The cost of your booking will be provided in the confirmation letter. Hire fees will be charged in accordance with Council's Fees and Charges and payment is required for the required hire period and entries set out in the booking.

Hirers will be charged a 1 hour pre-event set-up and a 1 hour post-event pack-up fee at the hourly rate of the pool hire for each event

Payment of Fees & Charges- Payment can be paid 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.

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.

Certificate of Currency- A current Public Liability Certificate may be requested as evidence of Public Liability coverage to Ballarat Aquatic and Lifestyle Centre. Hirer's will be advised if insurance coverage is required.

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.

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.

Qualifications- Ballarat Aquatic and Lifestyle Centre is committed to the safety of all participants when visiting and participating in activities at the Centre. Hirers must ensure that employees and volunteers conducting programs on behalf of the Hirer hold valid qualifications applicable to the activity being conducted.

Swim Club Coaches, the minimum qualifications requirements are: AUSTSWIM Teacher of swimming and Water Safety or equivalent, CPR and WWCC – Working With Children Check.

Physiotherapists, Exercise Physiologists and any Health professionals must have valid accreditation and insurance and must complete the <u>Health Professionals Visiting BALC Online Sign In Form</u> on every visit. Entry fees must be paid



at reception on every visit by the Health Professional and their client.

Unauthorised Coaching and Training Policy- Only qualified Ballarat Aquatic and Lifestyle Centre (BALC) staff, or organisations/individuals approved by BALC management, can supervise individualised or group training, coaching or teaching services at BALC. Examples of approved organisations/individuals include clubs that have recurring booking for training, or allied health workers providing therapy to patients. Anyone suspected of providing these services without prior approval will be asked to leave and may have access to BALC suspended.

Active Supervision- Ballarat Aquatic and Lifestyle Centre Watch Around Water Policy.

Privacy- Your personal information is being collected by the Ballarat Aquatic and Lifestyle Centre on the Facility Application form, as part of Council for the purpose of the use of Centre facilities. Your information will be stored in Council's Customer Database and used to identify you when communicating with Council and for the delivery of services and information. For further information on how your personal information is handled, refer to Council's Privacy Policy at <u>https://www.ballarat.vic.gov.au/privacy</u>

Conditions of Entry- Hirers must read through Ballarat Aquatic and Lifestyle Centre's Conditions of Entry.

Emergencies- Hirers and participants are to follow the directions of the Duty Manager and Centre staff during an emergency or evacuation.

