

CASUAL FACILITY HIRE TERMS AND CONDITIONS

Bookings:	<ul style="list-style-type: none"> • All hirers must have read and accepted this 'Casual Facility Hire Terms and Conditions'. • Sub-letting of bookings will not be permitted. • The YMCA reserves the right to reject or alter any bookings in order to maximise the goals and objectives of the organisation. Bookings must not exceed Closing time (Facility Bookings: Mon – Fri 10:00pm, Sat & Sun 8:00pm, Pool Bookings: Mon – Sun 8pm) - (including cleaning).
Payment:	<ul style="list-style-type: none"> • All payment is to be made in full prior to the commencement of the booking, unless stated otherwise. Payment can be made at the time of booking or prior to the commencement of the booking on the day. No payment is to be made at the conclusion of a booking. An invoice will not be raised for bookings less than \$200.00.
Supervision:	<ul style="list-style-type: none"> • All user groups must nominate a 'person-in-charge' who is the main point of contact and responsible for their groups booking in terms of participant behaviour and payment of their booking. • A YMCA staff member will supervise and liaise with the 'person-in-charge' during the 'hire period'. • A ratio of 1 person in charge to 100 patrons applies. Any amount between 100-200 patrons will require a second person in charge with a cost to the facility hirer. • If the hirer has been found having more than the amount told, patrons will be asked to leave the premises. If this does not happen, the facility hire will be forfeited and everyone will be asked to leave the premises. • The facility must be maintained in a safe condition at all times. • All pool activities will be supervised by YMCA LIFEGUARDS within 1:50 supervised ratio.
Set up & pack down:	<ul style="list-style-type: none"> • Set up & pack down must be included in the 'hire period'. • Fees include the use of tables and chairs. • Please indicate when making your booking how you would like the tables and chairs set up. This must be communicated prior to the booking beginning.
Insurance and liability:	<ul style="list-style-type: none"> • Hirers must provide the YMCA with a copy of a certificate of currency or cover note on the above public liability policy of insurance. • All hires that are registered as a business/organisation that has an ABN must maintain a public liability policy of insurance for the amount of not less than \$5 million for each and every occurrence, unlimited during the 'hire period'. • The Hirer must indemnify the Principal from and against all actions, claims, penalties, demands, costs, expenses or damages in any way related to any act or omission of the YMCA or of any person acting on the YMCA's behalf in respect to the use of services and facilities of the Centre.
Expectations of behaviour:	<ul style="list-style-type: none"> • All functions must finish prior to close (Facility Bookings: Mon – Fri 10:00pm, Sat & Sun 8:00pm, Pool Bookings: Mon – Sun 8pm). Clean up time must not extend past your 'hire period'. • When leaving the Centre please respect our neighbours and leave quietly. • Food and drink will not be permitted in the Stadium. • Use of sports equipment, other than goals or rings is not included in stadium hire. • Groups must provide their own balls, racquets, bats etc. • Smoking is not permitted at any YMCA facility. • Alcohol is not be permitted at the venue. There will be a 0% Alcohol tolerance. Any persons found in possession of alcohol will be asked to leave the premises. • Equipment must be maintained in good condition. Replacement of equipment damaged through misuse will be the responsibility of the hirer. • There is no public WiFi access at the centre. If you require use of internet during your booking we recommend bringing in a portable modem as access to the Carlton Baths internet will not be granted under any circumstances. • The facility encourages access to all groups. Any individual or group, which through their behaviour limits the enjoyment of other users, will be asked to leave the facility. • Animals (with the exception of registered guide dogs) may not enter the facility. • Children UNDER the age of 12 years must be actively supervised by a person 17 years or older.

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<p>Cleaning:</p>	<ul style="list-style-type: none"> All user groups are responsible for cleaning the facility during the 'hire period'. Kitchen benches, crockery and equipment must be cleaned and put away. All foodstuffs are to be removed. Rubbish bins are to be emptied into large bin outside. Floors must be vacuumed and mopped. Cleaning is classed inside the 'hire period'. You are not allowed to extend pass the 'hire period' to clean the facility, this must be done during your 'hire period'. If venue is left in an unacceptable condition, contract cleaners will be employed and the hirer will incur all costs associated with this.
<p>Marketing & fundraising:</p>	<ul style="list-style-type: none"> The Manager must approve all promotional material and fundraising activities occurring within the Centre. The sale of items by the user groups to act as fundraising is acceptable to management as long as it does not directly compete against the Centre. The facility may provide generic information to customers on user groups.
<p>During an emergency:</p>	<ul style="list-style-type: none"> All participants and guardians are to follow the directions of the Duty Manager and YMCA staff.
<p>Cancellation of booking:</p>	<ul style="list-style-type: none"> For cancellation of the booking as either a one-off session or the remainder of their booking, a minimum 48 hours' notice must be given in writing to the Programs Team Leader. If 48 hours' notice is not given or hirer fails to attend their booking, fees will be charged accordingly.
<p>Hire fee:</p>	<ul style="list-style-type: none"> Hire fees are calculated on a financial year basis. Fees charged may be changed at the end of each financial year in accordance with Council recommendations. These changes (increase or decrease) will be changed in accordance to these recommendations from the 1st July each year.
<p>Medical conditions of participants:</p>	<ul style="list-style-type: none"> Details of issues (medical or otherwise), that may impact on a participant's involvement in an activity or learning environment should be discussed and detailed to YMCA staff. Disclosed information is treated with confidentiality & is subject to privacy legislation requirements.
<p>Provision of First Aid:</p>	<ul style="list-style-type: none"> YMCA will provide first aid assistance to all participants. All first aid incidents must be reported to YMCA staff immediately.
<p>Safeguarding Children and Young People Expectations:</p>	<ul style="list-style-type: none"> The YMCA is committed to the safety of children and young people in all of our facilities. As such, YMCA undertakes accreditation with the Australian Childhood Foundation to ensure the highest level of safety for our customers and staff. As such, the Hirer is required to: <ol style="list-style-type: none"> Accept responsibility to act in accordance with YMCA's Safeguarding Children and Young people policies. This includes staff/volunteers being required to hold current working with children checks (or equivalent). Maintain an accurate list of current staff and volunteers who will be working at YMCA sites, and store copies of their valid Working with Children Check numbers and expiry dates. The YMCA reserves the right to audit these records and the validity of Working with Children Checks for any activity occurring during the life of the agreement. Co-operate with an annual Safeguarding Children and Young people audit by YMCA d) Inform the YMCA immediately and report within 12 hours of becoming aware of any reports or allegations of serious child abuse or neglect that involves the hirers or YMCA staff or volunteers. "Free/recreational time" is not permitted at any time, when children/young people are not directly supervised. All participants must be involved in supervised planned activities. All participants must be effectively supervised, including those spectating. User Groups are responsible for the conduct of their members and must ensure they conduct themselves in an appropriate manner. All staff and volunteers of the User Group must be appropriately qualified and trained to conduct their activity, as specified by industry peak bodies, best practice and Working With Children Check requirements. Proof of staff/volunteer qualifications may be requested by Management. It is strongly recommended that should your group include minors (i.e. primary and high school students) that any relevant medical information and emergency contact numbers are on hand should an emergency arise. The User shall be responsible for and ensure that the behaviour of participating persons is appropriate. Regular User Groups that do not operate under YMCA Supervision will be required to attend a facility induction that will include emergency evacuation procedures for the relevant area. In the event of an emergency, all patrons must comply with any request from YMCA staff.

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	<ul style="list-style-type: none"> • The User must comply with the Centre's child supervision policy, which requires adequate supervision of children by an adult at all times, particularly in relation to watch around water requirements. • All Staff involved in your program are required to hold a current Working With Children Check. • All User groups must nominate a <i>Person in Charge</i> (PIC) at all times of usage. The PIC should be aware of the YMCA's expectations of behaviour, health and safety, and emergency procedures. • The PIC will be responsible for ensuring that the activity area is kept safe and that the activity is conducted in a safe manner at all times. • The PIC will be responsible for ensuring the compliance of any legislation with regards to conducting children's sporting activities or clinics, including but not limited to, sign in and sign out procedures and Working with Children Checks.
<p>Disclaimer:</p>	<p><i>I, the undersigned, approve of the above application of behalf of the hirer, and in doing so agree that the YMCA and it's officers, leaders, staff and agents shall be released from, and not incur, any responsibility or liability whatsoever for any accidents or injuries, or for any damage to or loss of property to the hirer or persons associated with the hirer. I further authorize you to obtain medical, and/or ambulance assistance in the case of an accident or emergency involving the hirer or persons associated with the hirer and I agree that the hirer or persons associated with the hirer will bear all costs thereby incurred.</i></p>