

The background of the entire page is a high-quality photograph of water. The water is a deep, vibrant blue, and its surface is covered in intricate, shimmering ripples that catch the light. In the upper portion of the image, the sky is visible, showing a bright blue hue with scattered, wispy white clouds. The overall composition is clean and professional, emphasizing the aquatic theme of the document.

GOLD COAST AQUATIC CENTRES

General conditions
of hire

November 2021

CITY OF
GOLDCOAST.

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1. Conditions of hire document

Council reserves the right to;

- revoke booking agreements at any time,
- move a booking to another facility if there is a reason that the original booked facility becomes unavailable.

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1.1. Definitions

‘Council’ means Council of the City of Gold Coast also known as Gold Coast City Council

‘Director Community Services’ means the Director Community Services of Council

‘Facility’ means an aquatic centre managed via Community Venues and Services Branch of Council

‘Fit for Purpose’ means the condition of a facility in respect to its usage

‘Hirer’ means the entity including person seeking the right to use a facility

‘Managed’ means where Council has engaged a manager responsible for cleaning and operations of the facility

‘Permanent bookings’ means a booking for a facility that is unable to be moved or changed, an ongoing booking with no review period over an extended period of time

‘Regular Bookings’ means bookings at regular intervals. Bookings are able to be moved and changed and are valid for a calendar year

‘Restoration / Performance Bonds’ mean security obtained as surety for the Hirer’s performance

‘Special Approval’ means where additional conditions may be imposed due to the nature of activity proposed to be conducted

‘Single Hire Bookings’ means those for a specific time and date and which are not repetitive

‘Sundry Debtor’ means a regular hirer with bookings of greater than a 6 week period who must satisfy all the criteria, terms and conditions in an application for credit account with the City of Gold Coast.

‘Aquatic Centres;’ means either Gold Coast Aquatic Centre, Palm Beach Aquatic Centre, Upper Coomera Aquatic Centre or Pimpama Sport Hub Aquatic Centre.

2. Bookings

Bookings are processed 8am to 4.45 pm, Monday to Friday.

2.1. Hours of use

Available for hire between operating hours, unless otherwise agreed to via a special written application.

Booking times must be strictly adhered to. All music and noise making activities are to cease by facility closure and the facility to be cleaned and vacated.

Penalty rates will apply for extended use outside the booked times.

Operating hours of aquatic centres differ between venue and summer and winter months.

Operating hours can be found at cityofgoldcoast.com.au/citypools.

2.2. Conditions of entry

The City of Gold Coast is responsible for the management of this aquatic centre. Centre management of this aquatic centre reserves the right to refuse entry. Refusal to comply with these conditions of entry may result in removal from the centre.

- 2.2.1. Gold Coast Aquatic Centres are non-smoking venues and includes all outdoor areas.
- 2.2.2. Please observe our pool rules located within the centre at all times including showering before entering the pools.
- 2.2.3. Any patrons under the influence of alcohol or drugs will not be permitted into the centre. Management reserve the right to ask anyone under the influence of alcohol or drugs to leave the centre.
- 2.2.4. Anyone attempting to gain entry to the centre without paying or without authorisation will be prosecuted. We do not issue pass outs.
- 2.2.5. Patrons are not permitted to bring glass objects, alcohol, illegal or offensive substances or items, weapons or sharp objects of any kind into the centre. Management reserve the right to search bags if required.
- 2.2.6. Disruptive, offensive or abusive behaviour and language are not permitted. Management reserve the right to remove offenders from the centre.

- 2.2.7. Any persons destroying property, equipment, risking the safety of others or found in breach of these conditions will be reported to the appropriate authority and asked to leave the centre.
- 2.2.8. Children under the age of 12 years must be closely supervised by an adult (18 years and over) who can render assistance if required. Children 2 years and under are admitted free with a paying adult.
- 2.2.9. Articles of clothing such as underwear, street wear and jeans including cut-off shorts, t-shirts, bike pants, leotards, casual wear and sporting wear are strictly prohibited in the pools. Only standard swimwear is to be worn in the water. If required, waterproof nappies must be worn in the water at all times.
- 2.2.10. Persons with stomach illness, open cuts, sores, skin, eye or respiratory infections are prohibited from using the pool.
- 2.2.11. Food and beverage is catered onsite and no commercial fast foods or commercial delivery food services are permitted in the centre under any circumstances.
- 2.2.12. No pets or animals are permitted in the centre, with the exception of certified Guide or Service dogs.
- 2.2.13. Only City of Gold Coast Aquatic Centres staff or approved contractors are permitted to conduct tours of the centre.
- 2.2.14. Only City of Gold Coast Aquatic Centres staff or approved contractors are permitted to conduct learn to swim, private swimming lessons and coaching sessions.
- 2.2.15. Camera surveillance operates in the centre to ensure public safety and for the investigation and prosecution of criminal offences. Footage will only be accessed by persons authorised to do so.
- 2.2.16. Video cameras, still cameras and mobile phone cameras are not permitted in Centre change rooms.
- 2.2.17. At the first sight of thunder or lightning, outdoor pools will be vacated and will remain closed until at least 30 minutes after the last sign of thunder or lightning.
- 2.2.18. Running, pushing, rough play, bombing, pulling or sitting on lane ropes is not permitted. Spitting or spouting water from the mouth is prohibited.
- 2.2.19. No large rubber rings or large buoyant aids are to be brought into the centre. Skateboards, skates, rollerblades, scooters, bicycles and similar equipment are not permitted inside the centre.

2.2.20. You enter and use this facility at your own risk.

2.2.21. The Gold Coast Aquatic Centre accepts no responsibility for lost or stolen belongings. Lockers are made available to store personal belonging during customer visits only.

2.2.22. Conditions of entry are also subject *Subordinate Local Law number 7.2 (Public Swimming Pool Complex) 2008*

2.3. Applications for booking facility

Applications are to be made to the Director Community Services by completing the booking enquiry form which can be provided on request.

Any personal information you supply will only be used to respond to your enquiry and will not be given to any other person or agency unless you have given us permission or we are required to by law.

2.4. Tentative bookings

Tentative bookings may be accepted but must be confirmed and the requisite deposit lodged within 10 days of the initial placement of the tentative booking.

In the event a second booking for the same space arises and the deposit has not been paid by the initial Hirer, the initial Hirer will be notified and if payment cannot be made, the tentative booking will be vacated and the facility allocated to the subsequent hirer.

2.5. Confirmed bookings

Full payment of hire fees, bond, and any ancillary charges are required before the booking can be considered confirmed.

2.6. Regular bookings

Council does not accept Permanent Bookings of its facilities preferring to take Regular Bookings to ensure that facilities are available for the staging of events and to allow a wider use by community members and community groups.

Applications for regular use of the facilities will only be accepted on the understanding that bookings of this nature may need to be cancelled/rescheduled in preference of major events that require the use of the facility. Regular hirers with bookings greater than a 6 week period must become a Sundry Debtor by completing and satisfying the criteria in an application for credit account with The City of Gold Coast. Upon approval of the credit application regular bookings will be accepted.

Cancelling or rescheduling is at the absolute unfettered discretion of the Director Community Services. Regular users will be afforded the maximum amount of notice possible.

2.7. Political and/or religious usage within facilities

The use of the facility for political/religious meetings or other political/religious purposes is acceptable.

2.8. Filming and photography bookings

All requests to conduct filming or photography at the facility must first be approved by Council's Licencing and Approvals branch who may charge a fee. This applies to:

- film
- series
- documentary
- commercial
- still photography
- video clips
- corporate videos (non-City), and
- students films.

To lodge an application, visit our [Filming & photography webpage](#) and complete a permit application. Once this permit is approved the facility will process the booking as per these conditions of hire and charge the applicable fee. Filming permits are not perpetual – each shoot requires a new permit through Licencing and Approvals.

2.9. Subletting

Subletting is prohibited.

3. Hire charges and service fees (including bonds)

Facility fees and charges are set annually by Council.

The Fee Structure includes:

3.1. Facility Hire Charges/Ancillary Charges

The hire fee does not provide individual attendees access to the venue, unless otherwise agreed upon within the booking form. The hirer acknowledges that attendees are required to pay casual pool entry, obtain a visit pass or hold a valid membership to access the Aquatic Centre.

Restoration/performance bonds for:

- 1.1.1. Meetings
- 1.1.2. Food and beverage functions
- 1.1.3. Major events

3.2. Cancellations

Details of fees and charges are found in the Council's 'Regulatory Fees and Non Regulatory Charges' at cityofgoldcoast.com.au/fees.

All charges for hire and services must be paid in advance.

Council reserves the right to alter all fees and charges at any time without prior notice.

- Date of hire less than 30 days – full payment of bond and hire charge to be paid immediately.
- Date of hire greater than 30 days full payment of hire fees and/or bond is required immediately to secure booking. Balance is to be paid in full 30 days prior to the booking date.

Regular hirers, as sundry debtors, are invoiced at the end of each month.

Council reserves the right to require and retain bonds until all Conditions of Hire [including additional hire charges for extended use times (beyond original booked hours) and cleaning costs] are satisfied and any costs to repair/replace items damaged as a result of the activities related to the event staged are paid. All repairs/replacements are to be performed by Council.

Bonds will be reimbursed (excluding authorised deductions required to ensure compliance) by cheque in full within 10 working days of compliance with Conditions of Hire.

3.3. Amendments to regular bookings

Amendments made within 10 days to a regular booking date will incur a fee for administration and rescheduling at the discretion of the Director Community Services.

Where amendments or cancellations occur due to unsafe weather or facility conditions, the booking may be rescheduled. Where a regular booking is cancelled due to circumstances beyond the control of the Hirer no charges will be payable and Sundry Debtors invoices will be updated accordingly.

4. Cancellation of bookings

Regular hirer's monthly invoice will be adjusted. Council refunds monies by cheque only for single bookings and major event.

4.1. Regular hirers

At least 10 days' notice of written cancellation by Regular Hirers – full facility hire fees will be waived.

Less than 10 days' notice of written cancellation by Regular Hirers - full facility hire fees will be charged.

4.2. Single hires and major events

The following single hires and major event bookings cancellation schedule applies:

- 181+ days prior to the event - Full refund
- Within 180 - 91 days - Full refund less 10% of paid fees
- Within 90 – 61 days - Full refund less 20% of paid fees
- Within 30 – 11 days - Full refund less 40% of paid fees
- 10 days prior - Full Facility Hire fees will be charged

4.3. Refusals/cancellations by Council

Council may, in its absolute discretion, cancel any booking at any time and Hirers have no entitlement to claim any loss or damage as a result of such. Hire fees and bonds will be refunded where Council takes this action before the period of hire has commenced.

4.4. Required agreements between hirer and Council

If at any time, the Director Community Services forms the opinion:

- the Hirer is not complying with conditions of hire; or
- there is a likelihood that damage may be caused to any part of the facility; or
- the manner in which any performance or use is being conducted, or is proposed to be conducted, is of a scandalous, libellous or obscene character.

Council may revoke or discontinue the permission it has granted by giving notice to the Hirer and the Hirer must immediately vacate the facility.

4.4.1. Condition

If in the opinion of the Director Community Services the facility is not in a condition suitable for a proposed hire Council may revoke the permission granted in respect of any such day or time by giving notice to the Hirer. Upon receipt of such notice the permission granted shall be at an end, the Hirer must vacate the facility and Council must repay all sums paid. Should the Hirer have used the facility for any period then Council has sole discretion regarding how much of the fees should be refunded.

4.4.2. Revoking or discontinuing permission to hire

That if at any time, in the opinion of Director Community Services

- there exists an emergency due to an actual imminent occurrence that causes or threatens to cause loss of life, injury or distress to persons or threatens the safety of any person or destruction of or damage to property;
- the facility is required, requisitioned or resumed for the purpose of a Government or public authority for any public use;
- the use of the facility is prohibited, obstructed or hindered by any other occurrence;

then Council may at any time revoke the permission granted by giving notice to the Hirer. Immediately upon receipt of such notice the Hirer must vacate the facility and Council must refund all sums paid.

Should the Hirer have used the facility for any period then Council has sole discretion regarding how much of the fees should be refunded.

5. Conditions of use of the facility and Council owned equipment

Prior to hire, an orientation of the facility amenities and the equipment will be provided by Council including a Queensland Building Fire Safety Regulation 2008 induction. See Clause 8.5.

5.1. Hire preferences and restrictions

Preference is given to those proposed Hirers whose use is intended to benefit of the community.

Hiring a facility for a prolonged period of time on a regular basis for the purposes of operating a business for profit is not a preferred use.

5.2. Commercial (retail) trading

The hiring of the facility for any commercial retail trading purpose is not a preferred use but may be approved.

The hire fee does not provide individual attendees access to the venue, unless otherwise agreed upon within the booking form. The hirer acknowledges that attendees are required to pay casual pool entry, obtain a visit pass or hold a valid membership to access the Aquatic Centre.

5.3. Games of chance

As a general rule games of chance where money or equivalent is exchanged or passed on as a prize either directly or indirectly are prohibited. Approval may be granted where an approved fundraising event is to occur.

5.4. Adjoining residents and noise

The Hirer is responsible for compliance with all legislative requirements including ensuring no nuisance is caused by any event or activity and that such do not unduly impact on adjoining residents, for example excessive noise.

- Large events with amplified sound must submit a noise management plan.
- The Hirer is responsible for notifying residents of the activity with amplified sound/live music at least 7 days prior to the event.
- Noise levels must comply with the venue's licencing to ensure maximum levels are not exceeded.
- Failure to comply with any Council request to reduce noise will result in immediate cessation of the hire.

5.5. Children at facilities

All children attending the facility are the responsibility of the hirer/parent(s)/guardian(s) and/or appointed carers.

5.6. Setting up and equipment

Venue equipment required such as tables and chairs must be listed on the booking form and a fee may be charged. Venue staff will set up required equipment prior to the commencement of your booking start time.

The Hirer is responsible for setting up and packing down Hirer's equipment. Time required for this must be allowed for in your booking times. If Venue staff are required to assist with this a fee may be charged.

All Hirers equipment must conform to current legislation and be available for a possible WHS inspection by Venue staff.

5.7. Closure procedures for key holders

Unless specifically advised otherwise at the conclusion of hire, the Hirer must ensure:

- All taps are turned to off position;
- All lights (including those in toilets and kitchens), urns, fans and air conditioning are turned off;
- Ensure all doors and windows are closed properly, locked and that the security system is re armed;
- Failure to follow these procedures will incur standard security call out fees to secure the building.

5.8. Cleaning

Hirers are required to leave the facility in a clean and damage free state at the conclusion of their booking. If additional cleaning or maintenance is required this will incur an additional fee.

- If the BBQ is hired for use it must be cleaned
- All garbage is to be bagged and placed in the appropriate bin containers
- Any commercial waste quantities, those over two 240 litre wheelie bins, must be removed by the Hirer
- Novelty items such as streamers, pom poms, balloons or posters are prohibited
- No glass is permitted in the centre
- No coloured zinc as this affects the pool filters

Failure to comply with cleaning standards will result in additional costs to the Hirer.

5.9. Reception and custody of facility chattels

The Hirer must make arrangements with a Coordinator in the Community Venues and Services Branch for the reception and custody of all articles and items supplied by the facility and for the return thereof immediately upon the termination of the hiring period.

Items missing, lost or damaged will be charged to the Hirer at current replacement valuation.

5.10. Removal of hirers chattels

The Hirer must remove from the facility all the scenery, curtains, properties, goods and effects of the Hirer immediately after each performance and within the booked time.

Any Hirer not complying with this requirement is liable for additional charges in respect of a further period of hire at the scheduled rates and/or the costs incurred by Council in their removal.

5.11. Passageways

The Hirer must not permit any person to stand or sit or obstruct in any passageway within any building or in any aisles within the facility. This includes repositioning of pre-set seating.

5.12. Temporary fixtures and decorations

The floors, walls or any other parts of the facility must not be broken or pierced by nails, screws or other contrivances, nor by any writing, printing, painting or other decorations made on the walls. No proscenium, scenery, fittings, decorations, posters, fixed, hung or displayed in or upon the building without the previous consent of the Director Community Services (or Delegate).

The Hirer must at its expense provide such protective apparatus and appliances as may be directed by the Council, in order to comply with any relevant statutory requirement or those of the Council insurers.

5.13. Floor surfaces and grounds

- No substance is to be placed on any floor that may alter the surface
- Furniture and equipment must be carried and not dragged
- Chewing gum is not permitted in any part of the facility

5.14. Advertising

No advertising of any description or kind is permitted in the facility or approaches thereto, except on the noticeboard or posters provided.

If Council is of the opinion that any notice exhibited is for any reason unsuitable or inappropriate, the Hirer may be required to either remove or alter the device in question.

5.15. Catering

No Sale or distribution can occur without the approval of the Centre Manager.

Exemptions are:

- Individuals or families bringing food and beverages for their own consumption
- Carnivals catering for officials and teachers (approved by the Centre Manager)

No commercial fast food or commercial delivery food is permitted in the centre.

5.16. Food preparation

Where hirers are involved in the preparation or sale of food they must comply with any relevant legislative requirements including food handling standards or guidelines.

Further details are available on [Council's web site](#).

5.17. Smoking

Smoking is not permitted within any facility or within four metres of entrances.

5.18. Animals

Animals are not permitted at any facility.

Exceptions that do not require any approval include guide dogs, carer animals and official animals, e.g. police dogs.

5.19. Security

Hirers are responsible for arranging their own security.

Details of the engaged security personnel must be supplied to Council prior to the event

5.20. Parking

Hirers must comply with the Gold Coast City Council parking regulations.

cityofgoldcoast.com.au/parking

Special access for equipment drop off/pick up needs to be advised at time of booking. Any storage of equipment prior to booking times are subject to availability and may incur additional charges.

Vehicles must not be allowed to obstruct access to the facility or any neighbouring facilities and all parking must comply with parking sign requirements.

An event management plan is required to be submitted for large events where a licensed traffic patrol is engaged.

6. Control of facility

6.1. Administration

Council is responsible for general administration and control of the facility.

6.2. Control of exits

Council has complete control and supervision over all means of ingress and egress.

Hirers must comply with any directions provided by Council.

6.3. Lost property

Council is the only person permitted to enter, examine and search the facility for lost property left behind by any of the Hirers.

All articles found in any part of the facility may be retained until property is claimed and/or restored to the owner on production of satisfactory proof of ownership.

Lost property is kept for one month before being donated to charity.

6.4. Storage

Regular users may apply for use of storage space in the facility for their equipment. This is subject to availability and may incur additional charges.

If approval is granted, Hirers must ensure their use is tidy and does not constitute any fire or safety hazard.

Storage of any equipment is at the risk of the owner of the equipment. Council's insurance does not cover any loss or damage.

7. General conditions of hire

7.1. Entering the facility

The Hirer must permit Council and its servants or agents at any time to enter upon the facility.

7.2. Use of the facility

The Hirer must ensure that the facilities are used in a safe, proper, orderly and lawful manner and must not permit or suffer any riotous, disorderly or improper conduct in the facility nor permit or suffer any person who is affected by liquor or guilty of riotous, disorderly or improper conduct to be or remain in the facility nor permit or suffer to be done in or about the facility or any other part of the facility any act, matter or thing which may injure or tend to injure the reputation of the Council or cause a nuisance or annoyance to others.

The Hirer is responsible for the supervision and behaviour of the persons using the facility whatever their capacity. This includes ensuring that persons do not enter restricted areas of the facility and that they leave the facility in a safe and orderly manner without causing nuisance or annoyance to other community members.

In the case of school groups, the Hirer ensures that they meet their responsibilities under relevant guidelines.

The Hirer is responsible for ensuring all persons using the facility abide by the Conditions of Entry and the Pool Rules on display within the centre.

The Hirer is required to ensure that any activity conducted at the facility does not pollute the environment or be contrary to legislative requirements in regard to workplace health and safety or the environment.

7.3. Service instructions

The Hirer must not hinder or obstruct or permit or suffer to be hindered or obstructed any member of the Queensland Police Force, Fire Services and or Ambulance Officers in the exercise or discharge of their duties at the facility.

7.4. Copyright

The Hirer must not infringe or breach or permit or suffer to be infringed or breached any copyright performing right or any other protected right in connection with any performance or use of the facility.

In the case of the showing of films, the hirer must comply with the requirements under the [Classification \(Publications, Films and Computer Games\) Act 1995](#).

7.5. Licence and permit

The Hirer must not do or suffer to be done any act, matter or thing in or about the facility whereby any licence or permit in respect of the supply of drinks, food and other commodities may be or become liable to be forfeited or suspended or renewal thereof refused.

7.6. Beverages

Café Catalina hold the Liquor Permit for alcoholic beverages consumed at the Gold Coast Aquatic Centre.

In accordance with Australian laws, under age consumption of alcohol and serving alcohol to intoxicated persons is not permitted. Persons serving alcohol must hold a current 'Responsible Serving of Alcohol' (RSA) Certificate.

7.7. Firearms and explosive substances

The Hirer must not bring nor permit any firearms, explosives or inflammable liquids of whatsoever kind or nature to be brought into or used in the facility and must not use or permit to be used naked lights in any part of the facility and must not allow or permit any act or performance in the facility which could cause injury to any person or persons.

7.8. Workers compensation policy

The Hirer must at all times ensure that any person or persons engaged or employed on the facility is fully covered by a Workers Compensation Policy and produce evidence of such cover to the Council. See more 8.3.

7.9. Marketing and promotional material

The Hirer must ensure that any marketing or promotional material that contains the name of the facility and or Council's name are printed and distributed in a responsible manner and

that any information contained in this material is consistent with the general conditions of hire. The Hirer must seek approval before using the Council name /logos or the facility name in its promotional material.

8. Risk management

Hirers should prepare and implement a risk management plan for events being undertaken within the facility. This plan should include:

- Workplace Health and Safety
- fire prevention
- safety of people attending the function
- security
- noise
- compliance with legislation that may be applicable to 'working with children'
- safety checks on any equipment brought into the facility, and
- provision for people with special needs.

The risk management plan is subject for review by the venue and must be received 7 day prior to hire.

8.1. Damage or loss

The Hirer must make good any loss or damage to the facility, the surrounding property, furniture, appliances or apparatus occurring during the period of hire and they must provide such security as Council may request.

The Hirer is responsible for any cost of damage or loss sustained by any person or persons using the facility during the period of hire, notwithstanding that it arose from or by reason of any defect in the furniture, fittings or other accessories of any kind whatsoever or otherwise. Refer to clause 3.0.

Damage includes articles chipped or cracked.

8.2. Accident, injury or incident

All accidents, injuries and incidents must be reported to the onsite manager and/or Community Venues and Services within 24 hours of the event occurring.

Any accident, injury and incident that results in a person being taken to hospital must be reported immediately to Council.

The Hirer is required to:

- Ensure all spillages on floors are mopped and cleaned to prevent any slippages or potential incidents.

- Familiarise themselves in regard to any safety requirements or instructions and to ensure patrons using the facility adhere to safe practices and comply with specific safety requirements for the facility.

For safety reasons children are not permitted in kitchens and store rooms.

8.3. Insurance

8.3.1. Public liability and workers compensation

The hirer must effect policies of insurance in relation to the duration of hire against any loss arising as a result of:

- public liability; and
- workers' compensation.

8.3.2. Policies

The hirer must ensure that these insurance policies (except for the workers' compensation policies):

- name the hirer and Council of the City of Gold Coast (Council) as named insured or interested party;
- provide coverage for at least \$10 million for each occurrence; and
- require the insurer to notify Council of any cancellation or non-renewal of the policies.

8.3.3. Written evidence

The hirer must provide written evidence to the reasonable satisfaction of Council that the hirer has effected the policies of insurance required by Clause 8.3.1:

- at least seven (7) days prior to the start of each hire; and
- within fourteen (14) days of receiving a written request from Council;
- any other documents or information Council may reasonably request.

8.3.4. Current documentation

The hirer must maintain the insurance policies referred to in Clause 8.3.1 throughout the hire and for a period of not less than twelve (12) months after the termination of this Agreement.

8.4. First aid

GCAC provides a lifeguard on duty during operating hours. The lifeguard can administer first aid treatment with the patient's consent.

Only centre staff are permitted to enter the first aid room unless specific permission has been granted by centre staff.

8.5. Queensland building fire safety regulations 2008

All persons hiring a facility are to comply with the *Building Fire Safety Regulation 2008 (Qld)*.

A summary of key compliance requirements include:

- Evacuation routes are not to be obstructed, including the final exit to the facility.

- Any door along an evacuation route is not to be locked during use of the facility.
- The number of persons at the facility is not to exceed the approved maximum number. The number of persons permitted to the facility is provided at the time of booking.
- Where fire extinguishers and or fire hose reels are installed at the facility, access must remain clear and free from any obstruction. Deliberate misuse of any fire service equipment will result in the forfeit of bond and may attract a penalty.

Under the *Building Fire Safety Regulation 2008 (Qld)*, where buildings are used for temporary events, the hall hirer is required to be inducted as the Event Coordinator and the appropriate training documentation must be completed and signed off prior to commencement of your booking. For regular hirers this procedure is required to be completed annually prior to your first nominated booking activity commencing. The induction will be facilitated by the Director Community Services (or Delegate).

The nominated Event Coordinator must remain at the facility for the duration of the hire and is responsible to provide adequate instructions to all persons attending your activity as per induction guidelines.

9. Indemnity

The Hirer uses and occupies the facility at the risk of the Hirer and the Hirer releases Council, its officers, servants, agents and contractors from all actions, claims and demands of every kind resulting from:

- any accident, loss damage or injury to any person or property occurring on the facility whilst occupied or used by the Hirer or by any property, servant or agent of the Hirer;
- any loss or damage suffered by any person or persons arising out of the exercise by the Council and its Officer(s), servants or agents of any right or discretion pursuant to the Hire Agreement; and
- any accident, loss, damage or injury to any person or property arising out of the use of the equipment provided by the Council pursuant to the Hire Agreement.

The Hirer indemnifies the Council from and against all actions, claims and demands of every kind which the Council or its Officer(s), servants, agents and contractors shall or may be liable for in respect of or arising from any accident, loss, damage or injury to person or property by reason of anything done or omitted by the Hirer or their servant or agent.

10. Disputes

In the event of any dispute or difference arising as to the interpretation of the Agreement or as to any matter or thing therein contained or as to the meaning of any of the terms and conditions, the decision of the Director Community Services (or Delegate) thereof shall be final and conclusive.

11. Check list for building fire safety regulations

To be completed by the nominated person responsible for evacuating the facility. On completing the check list (within 7 days) return to Community Venues and Services Branch. Failure to return may result in future bookings not being approved and the bond being forfeited.

Venue name: _____

Focus	Area	Yes/No/NA	Comments
Evacuation routes	Passageways / stairwells / clear Unobstructed to external final exits (2 meters) Final exits of adjoining properties clear		
Exit doors	Unobstructed / undamaged / unlocked along evacuation route		
Fire / smoke doors and walls	Doors unobstructed		
Evacuation signs (general)	Understandable		
Occupancy limits	Steps undertaken to ensure building not overcrowded		
Exit signs / emergency lighting	Understandable		
Fire extinguishers	Understandable		

Fire hose reels	Understandable		
Fire detection and alarm system	Understandable		
Fire and evacuation plans	Understandable		
Evacuation instruction	Understandable		

Nominated person responsible for evacuating the facility:

NAME: _____ SIGNATURE: _____ DATE: _____

FOR MORE INFORMATION

Gold Coast Aquatic Centres

Office hours: Monday to Friday 8am to 4.30pm

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