Oakleigh Recreation Centre
2a Park Road
Oakleigh VIC, 3166
Phone: 8567 0333
ActiveMonash@monash.vic.gov.au

ABN: 23 118 071 457
Business Name: Monash City Council

OAKLEIGH RECRECATION CENTRE
AQUATIC LAP LANE HIRE AGREEMENT

AN AGREEMENT is made between Monash City Council, being the owner and operator of Oakleigh Recreation Centre and the Hirer.

1. General

1.1. This agreement is subject to the use and allocation principles set out in the 'Active Monash Lap Lane Allocation Policy'.

1.2. The Hirer will be advised of the financial year pricing schedule by June 1 each year.

1.3. Subject to any required payment of the required Deposit, Bond and the Hiring Charge by the Hirer to Council, as specified in these conditions, Council will hire the facilities to the Hirer for and during the Hiring Period.

1.4. This Facility Hire Agreement, the Facility Hire Schedule, the Centre Rules and Management Policies constitute the entire agreement between the parties.

1.5. The agreement is not binding on Council until the acceptance of this Facility Hire Agreement and the Facility Hire Schedule has been signed by the Hirer and on behalf of Council and the Deposit paid.

1.6. The agreement is valid for one (1) term unless a different hiring term is otherwise agreed with Active Monash.

2. Hiring Charge

2.1. Setting of Charge

The Hirer is required to pay a hire charge. The Hiring Charge for the use of the Facilities is the Hiring Charge described in the Facility Hire Schedule. Council reserves the right to vary these charges from time to time without notice.

2.2. Deposit

The Hirer may be required to lodge a deposit. The deposit, as described in the Facility Hire Schedule, is to be paid to Council at the time of the initial reservation. If payment is not made, Management reserves the right to re-let the Facilities for the relevant date and time. Management reserves the right to vary the Deposit requirement from the Hirer.

2.3. Associated Costs

The Hirer must pay all associated costs. The costs shown against items on the Facility Hire Schedule relating to cleaning, security, staff, equipment and the setting up and dismantling of equipment are estimates based on information provided by the

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Hirer. If those costs are exceeded, the Hirer is liable to pay the amount of the excess to Council.

2.4. Peak and Off-Peak Rates

The Facility Hire Schedule will outline 'Peak' and 'Off-Peak' rates for the facilities. Peak times are those outlined in the 'Active Monash Lap Lane Allocation Policy'

2.5. If the Hirer does not pay the Hiring Charge, Deposit or Other Costs the Hirer shall be deemed to have cancelled the hiring.

2.6. Payment of Hiring Charge

The Hirer must pay all Hiring Charges within 14 days of issue of Council invoice(s) or directly to the Manager before the Hiring Period. Bank Cheques, money orders and postal orders must be made payable to Monash Aquatic and Recreation Centre or Clayton Aquatic and Health Club or Oakleigh Recreation Centre. No personal cheques will be accepted (unless otherwise agreed by Management). Credit Card payments can be made in person or over the phone.

2.7. Variation of Hiring Charge

Council may vary the Hiring Charge at any time during the term of this Facility Hire Agreement by giving the Hirer 30 days' notice. Any variation to the Hiring Charge under this clause will not exceed 5% of the Hiring Charge payable immediately prior to the variation taking effect.

3. Cancellation by Council

3.1. Council may cancel the hiring at any time if in its reasonable opinion.

3.1.1. the Facility will be unfit for use during the Hiring Period through no fault of the Hirer; or

3.1.2. the Facility may be unduly damaged by use for the Hiring Purpose through no fault of the Hirer;

or

3.1.3. the Hirer fails to comply with the terms of this Facility Hire Agreement.

3.2. Where Council cancels the hiring, other than in circumstances referred to in clause 3.1.3, the Deposit, Bond and other monies paid by the Hirer to Council will be reimbursed to the Hirer.

3.3. Council will not be liable for any loss or damage arising out of cancellation of the hiring under this clause 3.

3.4. If Council cancels the hiring pursuant to this clause, other than in circumstances referred to in clause 3.1.3, Council will consult with the Hirer and use best endeavours to reach agreement on an alternative Hiring Period suitable to both parties.

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3.5. If Council cancels the hiring pursuant to clause 3.1.3, the Deposit, Bond and Hiring Charge will be forfeited by the Hirer.

4. Cancellation by Hirer

4.1. The Hirer may cancel ongoing lane hires by giving to the Manager a notice in writing of its intention to cancel the hiring.

4.2.Cancellations within 24 hours will be charged

4.3. If more than 24 hours' notice is given, no charge will be incurred.

4.4. Cancellations that are mutually agreed upon e.g: due to the Hirer's participating members being lower than expected for any given lane hire period, combined with high casual swimmer numbers, the Hirer will incur no charge

5. Change of Bookings

5.1. Ongoing bookings agreed upon at beginning of financial year

5.2. Two (2) weeks' notice required in writing for one off booking requests

5.3. Staff will respond to request within one week

6. Pool Hire

6.1. Please see list of bookings attached

7. Room Hire

7.1. Please see list of bookings attached

8. Access to Active Monash

8.1. Within operating hours Members participating in Hirer's programs are required to have an Active Monash entry pass and use the pass to enter the pool during operating hours. Participating members are allowed to access the pool during the Hirer's session only and not at other times.

8.2. Parents may enter the pool without a pass if supervising only. If parents of Participating Members wish to swim, they must pay Active Monash casual entry fees.

8.3. Outside operating hours

In instances when a Hirer books prior to the public swimming opening time (at the discretion of Active Monash management), Participating Members should enter through the designated door. Members may enter at the time of their booking only e.g.: 5:45am booking, members enter at 5:45am.

9. Entry Passes

9.1. To gain entry to Active Monash, each swimmer enrolled with a Hirer must have an entry pass. Participating Members will have access to the centre 30 minutes prior to first booking.

9.2.New swimmers

After a swimmer enrols with a Hirer, the swimmer/swimmer's parent will need to complete an entry pass application form. The application form will be available at MARC reception. The form must be signed by a representative from the Hirer and then returned to Reception. Reception will endeavour to process the application on the spot.

9.3. Problems with entry passes

In the event a swimmer's entry pass is lost or not working, they must request an entry pass application form from reception or the Hirer. The completed form then needs to be given to reception, and a replacement card will be provided. If a replacement card is required, the standard Active Monash card replacement fee applies.

9.4. Cancelling passes

The Hirer must notify Active Monash via email when a swimmer has discontinued with their program so the entry pass can be de-activated.

10. Attendance Reports

10.1. The Hirer will provide Active Monash with a monthly attendance report. This report will be sent via email and must be received by Active Monash one working day after the end of the month.

11. Preparation and Pack-up of Pool Space

11.1. Preparation

Active Monash is required to:

- Set up appropriate lane signage prior to the commencement of the booking
- Ensure space is vacant and ready to use at starting time
- Check that lane ropes are in place and reasonably tight

- Ensure that equipment not required by the Hirer is promptly removed from the hired space
- Ensure diving blocks are securely installed and ready to use in time for booking start time.
- If a booking starts late due to Active Monash operational issues e.g.: 6:10pm then Active Monash will allow the Hirer to continue 10 minutes after the original bookings is due to commence. (match late starts with late finishes)

11.2. Pack-up

Active Monash is required to:

- Change signs at the end of booking
- Remove diving blocks

The Hirer is required to:

- Ensure all equipment is packed away
- All students must vacate lanes at the completion of their booking

12. Preparation and Pack up of Room Spaces

12.1. Preparation

Active Monash is required to:

- Ensure room is unlocked and accessible prior to the booking time
- Ensure space is vacant and ready to use at starting time
- Ensure that equipment not required by the hirer is packed away and that the room is ready for use at commencement of booking time

12.2. Pack up

Active Monash is required to:

- Ensure room is locked up when necessary

12.3. Pack up

Facility hirer is required:

- The hirer has access to Group Exercise mats and Yoga mats that are in the studios. The mats must be used as intended, i.e. to lie on for floor exercises or for balance/yoga poses. Shoes must be removed when using yoga mats. Mats are to be left stacked neatly at the end of session.
- Hand weights can be used for method they are designed for. They are not to be used as room markings or door stops etc. They should be left as found at the end of session

- Steps and risers can be used for the intention they were designed for. Risers are not to be used as room markings or to run in and out of. Steps and risers should be packed away neatly at the end of session as found.
- Stereos are not to be used. The hirer may provide their own stereos for use. The hirer will be required to clarify appropriate power points are available in the desired location prior to the booking commencing.
- Equipment in the group exercise cupboards are not to be used
- Gym bags, school bags etc. should be left at the back of the room, if no other alternative can be found, i.e. lockers
- Facility hire groups are to meet in the café area prior to their session and only enter upstairs studios as a group with their coach or supervisor. Children/students will not enter or be in the group exercise studios without a supervisor
- Once the booking time has been reached all participants will need to leave the area immediately
- Participants should have appropriate footwear for group activities, i.e. runners, muddy shoes should not be allowed in studios.
- Any additional external equipment brought in for use should be removed at the end of session
- Ensure the room is left in the condition in which it was provided

13. Equipment:

13.1. Storage may be provided for Hirers who book more than 30 hours per week, at the discretion of Active Monash, and depending upon space available.

13.2. The Hirer's equipment is to be stored neatly in storage bins at the deep end of the 50m pool.

13.3. Participating Members are not permitted to enter the storeroom at any time

13.4. The Hirer may store equipment (e.g. whiteboards, signage, swim gear, etc.) in the area immediately to the left of the exit near the first aid room.

13.5. The Hirer may have whiteboards on deck during booking times.

13.6. The Hirer may provide and put up umbrellas/marquee outside during booking times for the purposes of protecting staff from the elements.

13.7. The Hirer must ensure that any equipment is secured correctly. If the Duty Manager has any safety concerns regarding the safety of the equipment, they will ask the Hirer to pack the equipment away.

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14. Signage

14.1. The Hirer may display signage during times of Hiring use

14.2. Signage may include an A-frame board and may be displayed at the deep end of the pool only

14.3. Any signage displayed is for the purpose of identifying the swimmers using that lane. Signage displayed is to have blue writing on a yellow background to match the MARC lap lanes signs. No logos are to be displayed.

14.4. Hirers may use a designated noticeboard at the centre to advertise class times and to provide notifications, news and announcements to customers. Active Monash staff will be responsible for adding and removing items from the noticeboards Items can remain on the noticeboard display for one term.

15. Pool temperatures

15.1. The pool temperature range can vary for several different reasons. These reasons include backwashing of the pools, member feedback & industry changes.

The acceptable pool temperatures range from:

- 50 metre outdoor pool 21 degrees to 30 degrees
- 25 metre indoor pool from 27 degrees to 34 degrees

16. Supervision - Watch Around the Water

16.1. Hirers must ensure supervision of children in their care is in adherence with supervision guidelines

16.2. There are two key supervision guidelines: one for children under 5 (0-4 years), and those under 10 (5-9 years).

16.3. Under 5: Children must be constantly supervised and are to remain within arm's reach of parent or guardian. (If the child is in the water, the parent or guardian must be in the water too).

16.4. Under 10: Children must be constantly supervised without any physical or structural barriers, and must be within an appropriate viewing distance and be wearing a yellow wristband.

16.5. Students will only be able to enter the facility when the Watch around the Water policy is adhered to. In cased where it is not, the student's emergency contact will be called.

17. General

17.1. The Hirer's staff, trainers and coaches must always wear appropriate clothing during bookings, which must identify the Hirer's organisation.

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17.2. The Hirer must pay such further charges as determined by the Manager on demand if
17.3. any part of the Centre other than the Facilities is used by the Hirer; or
17.4. the Facilities are used by the Hirer outside the Hiring Period;
17.5. During the Hiring Period, the Hirer must obey any and all reasonable instructions given by the Manager as to the use of and access to and from the Facilities.
17.6. The Hirer must adequately supervise all persons attending the Hirer's program at the Facilities during the Hiring Period and follow any instruction Management may at its discretion suggest to the Hirer, in relation to appropriate behaviour standards or levels of supervision.
17.7. The Hirer must have in place occupational health and safety standards that comply with all relevant legislation and / or guidelines to protect the health and safety of the public and all persons using the Facilities.

18. Insurance

18.1. The Hirer must maintain during the Hiring Period a current Public Liability Insurance policy, covering risks that may arise in connection with the use of the Facilities, with an indemnity limit of not less than $10,000,000.
18.2. The Hirer must provide Council with a certificate of currency for the insurance required under this Facility Hire Agreement, to be attached to this Facility Hire Agreement.
18.3. The Hirer must ensure all coaches/teachers and instructors or club officials keep a record of competence of safe diving technique and competitive starts.
18.4. The Hirer must ensure that prior to participating in swimming events, swimmers should be advised and warned of the water depth into which they may be required to enter during the course of the competition.
18.5. The Hirer must ensure that staff who provide swimming lessons to the members maintain relevant staff industry qualifications, and provide copies of these, along with the Facility Hire Agreement to Active Monash to store on site.

19. First Aid and Emergency Procedures

19.1. The Hirer agrees that in the event of an evacuation/emergency the Hirer is to follow the directions of Centre staff and evacuate as advised by area wardens
19.2. Lifeguards will be provided by Council with a minimum ratio of 1 lifeguard per 100 swimmers and 1 lifeguard per 40 swimmers when the wave pool is in operation, unless the Manager considers additional lifeguards are required. The cost of additional lifeguards is included in the Hire Charge.

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20. Lost Property

20.1. Council, its officers, agents and servants shall not in any circumstances be responsible to the Hirer or any other person for damage to or the loss, theft or removal of any property brought or left by any person (including the Hirer) in or upon any part of a Centre (including any cloak room or dressing room). The Hirer shall indemnify Council, its officers, agents and servants from and against all claims, demands, actions and proceedings in respect of any such damage, loss, theft or removal or any loss sustained by any person in consequence of such damage, theft or removal.

21. Parking

21.1. Motor vehicles shall not be parked, and bicycles shall not be left in any of the exit ways of a Centre. Council, its officers, agents or servants shall not in any circumstances be responsible to the Hirer of any person for damage to or the loss, theft or removal of any motor vehicle or bicycle (including those of the Hirer) and the Hirer shall indemnify Council, its officers, agents and servants from and against all claims, demands, actions and proceedings in respect of any such damage, loss, theft or removal or any loss sustained by any person the consequences of such damage, theft or removal.

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