

# Terms and Conditions of Facility Bookings

All venue under Belgravia Leisure management are subject to the following terms and conditions:

1. **Cancellations:** In the event of a confirmed booking is cancelled the following will apply:
  - a. Less than 30 days' notice            10% of total booking
  - b. Less than 14 days' notice            50% of total booking
  - c. Less than 24 hours notice            full amount payable
2. **Hire Dates/Days, Time and Duration:** You agree to commence your Hire and vacate the designated Hire space at the day(s), date(S) and times confirmed in the attached schedule.
3. **Supervision, Public Safety & Security:** The hirer assumes full responsibility during the period of hire for the supervision, safety, first aid requirements and control of all its guests, players, members, staff and visitors.

The hirer is responsible for any first aid requirements including the provision of qualified first aid officers for its guests, players, members, staff and visitors. Where specialised supervision (e.g. lifeguards) or qualified first aid officers are required the hirer must provide Belgravia Leisure with evidence of the qualifications and numbers of staff the hirer will use.

Special arrangements by the centre to provide additional staff for either supervision (e.g. lifeguards) or security (e.g. door or crowd control) can be provided at an additional cost. Details are included in attached confirmation.

4. **Fees, Charges and Payment**

Hiring fees and charges (including GST) and payments are contained in confirmation emails.
5. **Public Liability Risk Insurance:** Hirers shall have a public liability Risk Insurance Policy for not less than ten million dollars (10,000,000), and must provide a Certificate of Currency on demand at any time prior to confirmation of and at any time during the times of booking, to Belgravia Leisure's satisfaction.
6. **Release and Indemnity:** The Hirer agrees to hire the Designated Area of Hire for the Activity at its own risk and agrees to indemnify Belgravia Leisure, its officers, servants and agents from all claims and demands where the Hirer is proven negligent through its acts or omissions.
7. **Loss or Damage:** The Hirer agrees to reimburse Belgravia Leisure for any loss or damage incurred as a direct result of the Activity in the Designated Area of Hire, within the reasonable control of or which would be expected to be in the reasonable control of the Hirer, and in breach of this Hire Agreement, including but not limited to loss or damage to the building or equipment.

The Centre may require a bond (which may be the deposit) to be held against loss or damage including but not limited to the building or equipment refundable after the event or drawn upon to pay for loss or damages resulting from the hire.

8. **Alcohol:** No alcohol is permitted to be brought into the centre by the hirer's guests, players, members, staff and visitors during the period of Hire, unless agreed to by Belgravia Leisure.

9. **Smoking:** Smoking is not permitted within the Centre or any associated facilities.
10. **Force Majeure:** Belgravia Leisure shall be relieved from all liability in respect of any breach of its obligations under this agreement should such breach be caused, directly or indirectly, by an event of Force Majeure. "Force Majeure" shall mean any act, matter or thing whatsoever not within the reasonable control of Belgravia Leisure and which adversely affects the capacity of Belgravia Leisure to perform its obligations hereunder or wholly prevents the performance of the same.
11. **Emergency Procedures:** In the case of emergency you and your guests must listen to the instructions provided by Belgravia Leisure staff and follow the Emergency procedures, the Emergency Evacuation Plan will be emailed to you separately.
12. **Watch Around Water:** Children under 5 years must be accompanied into the centre and the water by a responsible adult and must stay within arm's reach at all times. Children 10 years old and under must be actively supervised by a person over the age of 16 years.