**Bluewater General Terms of Condition for Party Hire**

**Application:** The right to use the facility is subject to management receiving a completed and signed party booking form.

**Legally binding agreement:** Once a party booking form has been received and confirmation returned in writing the agreement is legally binding. The hirer is therefore liable for any and all costs associated with the booking.

**Unavailability of facility or services:** A particular facility or service may be unavailable at any particular time due to bookings, scheduled maintenance closure, mechanical breakdown, condemnation, catastrophe, or any other reason. Bluewater Leisure Centre and the Colac Otway Shire will not be held responsible or liable for such circumstances.

**Permission to occupy:** Only areas of the facility identified in the party form shall be utilised. Bluewater Leisure Centre reserves the right to permit any other portion of the Centre to be hired for any other purpose at the same time.

**Fees & Charges:** Party Fee’s shall be in accordance with the Fees & Charges Schedule prepared by the Colac Otway Shire and Bluewater Leisure Centre or as determined by Bluewater Leisure Centre. The fee is inclusive of G.S.T. and can be paid in person on the day of the party.

**Supervision:** All people who enter Bluewater Leisure Centre for any purpose relating to party Hire are under supervision and control of the booking person. This responsibility extends to family, invitees, guests and anyone associated with the Party booking.

All areas of the facility must be supervised appropriately in conjunction with centre policies and

procedures. Any supervising person must comply with appropriate industry supervision guidelines and/or regulations and in accordance with Bluewater Leisure Centre policies.

**Staff direction:** All people who enter the facility as part of a hire agreement are required to follow the directions and requests of any Bluewater Leisure Centre staff.

**First Aid:**  During party bookings, Bluewater Leisure Centre staff will provide first aid and emergency care to party participants in the event of an incident which has occurred during the booking. If there are any medical conditions that may impact on a person’s ability to participate in a booked activity, please give details to assist Bluewater Leisure Centre staff to provide emergency care when required.

**Emergency:** A major first aid emergency must be reported to customer service regardless of whether Bluewater Leisure Centre staff are involved.

**Evacuation:** If evacuation from the centre is required you are required to follow all staff instructions unless unsafe to do so.

**Cleanliness:** The facility is to be left in a clean and tidy state.

Any cost incurred by Bluewater in cleaning the facility resulting from the condition in which it

was left will be recovered from the hirer.

**Damages:** Full financial responsibility is expected for damage to council property as a result of misuse.

**Alcohol & Smoking:** Alcohol is not permitted except with appropriate permits and authority. Smoking is not permitted in or around the premises.

**Disputes:** In the event of any dispute or difference arising as to the interpretation of these terms of hire, the decision made by Bluewater Leisure Centre management shall be final and conclusive.

**Breach of conditions:** In the case of any breach of these conditions, Bluewater Leisure Centre management may terminate the agreement and the hirer may be asked to immediately vacate the facility.

**Pool rules:** Please be familiar with the Centre’s Pool Rules: running, bombing or unruly behaviour are not permitted.

**Diving:** There is no diving permitted in the centre, unless under supervision of qualified Bluewater Leisure Centre Swim Teacher or approved by Management.

**Aquatic Age requirement:** All children under the age of 5 years must be within arm’s reach by an adult. All Children under the age of 10 must be actively supervised by an adult.