KNOX CITY COUNCIL INDOOR LEISURE CENTRES

CONDITIONS OF ENTRY

To ensure the safety and wellbeing of all customers and staff at Knox City Council ("Council") Indoor Leisure Centres (including associated grounds and car parks), these conditions have been developed.

By entering this Centre, all persons agree to be bound by the following conditions:

CHILDSAFE

Council is a child safe organisation and is committed to the safety and wellbeing of all children and young people in our community. There is a zero tolerance for child abuse.

For the safety of all children, no child under the age of **12** is permitted to enter the Centre without supervision by a responsible person **16** years or older.

BEHAVIOUR GENERALLY

You must, while at the Centre, take reasonable care for your own safety and those around you, by behaving in a safe and lawful manner. Disruptive, unsafe, offensive, aggressive, or sexually inappropriate language or behaviour will not be tolerated and amounts to a breach of these conditions.

SPECIFIC BEHAVOUR

- **Signage** You comply with all Centre signage.
- **Smoking** The use of vapes, e-cigarettes, or Tabacco based products Is strictly prohibited within the Centre and within 4 metres of the entrances to the Centre.
- **Glass** The use of glass is strictly prohibited within the Centre.
- **Drugs and Alcohol** The use of drugs or alcohol is strictly prohibited within the Centre.
- **Prohibited Items** Any item that could cause harm, a public nuisance or otherwise compromise the safety and security of customers, visitors or staff is strictly prohibited within the Centre.
- **Animals** Only service animals, including guide dogs and assistance dogs, are permitted in the Centre.
- **Appropriate Attire** Footwear, clothing or other appropriate attire must be worn at all times in the Centre. Footwear must be non-marking, appropriate to the activity at the Centre and not cause any damage. Clothing displaying offensive wording is prohibited within the Centre.
- **Wheeled Devices** With the exception of mobility devices, no bike, skateboards, scooters, roller skates, rollerblades or the like are to be used or ridden in the Centre, unless permission has been granted by Centre management.
- **Misuse and intentional damage** Patrons are liable for costs suffered by Council arising out of damage to the Centre or equipment caused by misuse or intentional acts on their part.

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PRIVACY

- **CCTV** By entering the Centre, you consent to being filmed and recorded on CCTV. You grant Council permission to disclose this information recorded to anyone (including law enforcement bodies and persons involved in relevant legal or disciplinary actions) to the extent that Council deems such disclosure to be necessary to protect its lawful interests, to be in the public interest or to be necessary for the safety of persons or property at the Centre.
- **Mobile phones** The use of mobile phones and other recording devices in bathrooms and changerooms is strictly prohibited within the Centre.
- **Recording Devices** You must not take photographs or record video within the Centre, unless consent is provided Centre management and by all persons who may be photographed or recorded.

RISK AND LIABILITY

- In the event you suffer an injury or illness in the Centre, medical treatment may be arranged by staff (including calling an ambulance). You are solely liable for any costs associated with treatment.
- You acknowledge and agree that attendance at the Centre is not without risk and you accept and voluntarily assume all of the risks, including inherent and obvious risks, arising from attendance at the Centre. Such risks include but are not limited to suffering injury (including serious injury) or property damage as a result of falling or slipping due to the surface being wet or damaged or the triggering of pre-existing medical conditions.
- You further agree that attendance at the Centre may cause personal injury or property damage for which participants may suffer injury, loss or damage (including economic loss), and agree to release Council from any and all liability (including liability in negligence), and for any injury, loss or damage that is incurred, in connection with your attendance at the Centre.
- You agree that you are responsible for any injury, loss or damage they may cause to themselves or others and that they agree to indemnify Council and keep Council indemnified against any claim or liability in respect of such loss, damage or injury.
- Council acknowledges that each release, indemnity and exclusion of liability in these conditions is subject to, and operates only to the extent permitted by, any applicable Australian laws, including under the Australian Consumer Law.

COMPLIANCE WITH DIRECTIONS AND COUNCIL RIGHTS

You agree to comply with all reasonable and lawful directions of staff working at the Centre.

If you breach any of these conditions, you may be asked to leave the Centre by a staff member. In that event, you must leave the Centre immediately.

Council reserves the right to refuse entry to any person whom Centre management reasonably suspects may breach any of the conditions.

KNOX CITY COUNCIL INDOOR LEISURE CENTRES

CONDITIONS OF CASUAL HIRE

In these Conditions of Casual Hire:

"business day" means a day that is not a Saturday, Sunday or public holiday;

"Council" means Knox City Council;

"hire period" mean the period for which the agreement for hire records the Hirer as hiring the Centre;

"the Centre" means the Council facility referred to in the Hirer's application for hire; and

"the Hirer" means the person or entity whose application for hire has been accepted by Council.

An application for hire for **Aimee Seebeck Hall**, 100 Police Rd, Rowville, **Carrington Park Leisure Centre and Multipurpose Facility**, 20 O'Connor Road, Knoxfield, 3180, **Knox Regional Netball Centre**, 9 Dempster Street, Ferntree Gully, 3156 and **Rowville Community Centre**, 40 Fulham Road, Rowville, 3178 must be made in writing through email, an application form or an online request by a person over the age of 18.

Council will assess all applications and may at its absolute discretion accept or refuse to accept an application for hire.

AGREEMENT FOR HIRE

Booking Confirmation

In response to an application by the Hirer, Council will, if accepting an application, issue a written acceptance of the Hirer's request, known as a "*Confirmation Letter*". An agreement for hire will then come into existence between Council and the Hirer on the date of the Confirmation Letter. The terms of this agreement for hire are to be found in the Confirmation Letter, these Conditions of Casual Hire, the Hirer's application and any correspondence from Council imposing additional terms and acceptance of those terms by the Hirer.

In the event Council is only prepared to accept an application subject to conditions, Council will specify such conditions in the Confirmation Letter.

In accepting an application, Council is not granting the Hirer exclusive use of the Centre, unless otherwise specified in the Confirmation letter.

The Hirer agrees that the Centre will not be used for any purpose other than the purpose stated in the Confirmation Letter.

Fees

The hire fees and security bond will be set out in the Confirmation Letter, as calculated in accordance with Council's Adopted Annual Fees and Charges Schedule for the current Financial Year.

The Hirer must pay the full hire fee within 30 days of receiving an invoice from Council. If the booking is made less than 30 days prior to the date of hire, the hire fees and security bond must be paid in full at the time of booking.

Hourly facility hire will be rounded up to the closest 15 minutes.

Security Bond

If the Hirer breaches any of its obligations under the agreement for hire, Council may use any amount of the security bond to compensate Council for any loss or damage suffered as a result of the breach.

Where the cost of rectifying the loss or damage exceeds the amount of the security bond, the difference will be a debt immediately due and payable by the Hirer to Council on issue of an invoice by Council to the Hirer.

Variation of Hire

The Hirer may ask for a variation to the agreement for hire by submitting a written request.

A variation may reduce or increase the hire period, change the assigned room/stadium, or change the date of hire. A change of date will not be considered if the original hire commencement date has already passed.

All variation requests will be considered having regard to Centre availability. Council may at its absolute discretion agree or refuse to agree to any variation.

No transfer of Hire

A Hirer cannot assign the right to use the Centre to any other person.

Cancellation by Hirer

If the Hirer cancels their hire of the Centre seven (7) business days or more before the date of hire, a full refund will be issued.

If the Hirer cancels their hire of the Centre less than seven (7) business days before the date of hire, the full hire changes will apply.

Cancellation by Council

Council may cancel the booking and terminate the agreement for hire if the Hirer breaches the agreement for hire.

Council reserves the right to cancel any booking if the Centre is affected by an unforeseen event rendering the Centre unfit for purpose, including but not limited to extreme heat, flooding, an electrical outage or another like event.

Council also reserves the right to cancel any booking if the Centre is activated for emergency relief requirements.

HIRER'S OBLIGATIONS

Key Collection and Return

If keys or fobs are required to provide access to the Centre, Council will notify the Hirer upon acceptance of the application.

The Hirer agrees to make themselves available during business hours within the week of the hire to complete a site induction and collect assigned any keys or fobs.

The Hirer agrees to return assigned keys or fobs to Council within 48 hours after the hire concludes, unless otherwise agreed with Council in writing.

Access to Exiting the Centre

The Hirer must not access or use any part of the Centre prior to or beyond the hire period. The booking time stated in the application must include all set up and pack up.

If the Centre is accessed outside the hire period, or if the Centre or the surrounding area is not vacated by the end of the hire period, the Hirer will be in breach of the agreement for hire and Council may, if it is reasonable to do so, retain the security bond.

Centre Conditions

The Hirer acknowledges and agrees that, unless the Hirer demonstrates otherwise to the satisfaction of Council, the Centre, and all fixtures, fittings, equipment or items at the Centre, are deemed to be in a good and clean condition and working order at the start of the hire period.

Responsibility and Supervision

The Hirer must remain at the Centre at all times during the hire period and must ensure that all guests or others entering the Centre with the authority of the Hirer are adequately supervised. The Hirer is responsible for all such guests and other persons attending the Centre during the hire period, and for guests and others who remain within the immediate vicinity of the Centre after the hire period concludes.

It is the responsibility of Hirer to ensure that all such guests and others comply with the Centre's Condition of Entry, displayed at the Centre's entrance.

Emergency Management

All exits, doors, corridors and gateways must be kept clear and unlocked so that they can be immediately used in the event of an emergency.

The Hirer should contact **000** if they believe it is necessary.

The Hirer must complete all Centre First Aid and/or Incident Report forms as soon as practically possible after an emergency occurs, and provide those forms to Council.

Child Safe Standards

If the Hirer is an applicable entity within the meaning of the *Child Wellbeing and Safety Act 2005* (Vic) and is not otherwise exempt from the requirements of that Act, the Hirer warrants that it is compliant and will continue to comply with the Child Safe Standards published pursuant to the *Child Wellbeing and Safety Act 2005* (Vic) (as amended from time to time).

Working with Children Checks

If the Hirer's activities involve persons engaged in child related work within the meaning of the *Worker Screening Act 2020* (Vic) and is not otherwise exempt from the requirements of that Act, the Hirer warrants that it is compliant and will continue to comply with the *Worker Screening Act 2020* (Vic) (as amended from time to time). The Hirer also agrees to provide to Council a copy of the Working with Children Check card of each of the Hirer's employees and volunteers working at the Centre, on demand.

Noise Levels/Amplification

All music (live or amplified) must **cease** by 10.00pm Sunday to Thursday or 11.00pm Friday, Saturday and the night before a public holiday.

Any such noise must not **commence** before 7.00am Monday to Thursday or 9.00am Saturday, Sunday and public holidays**.**

Noise levels from any music, amplification and/or public address systems must not exceed 65dBA.

Event Signage

The Hirer will not fix or exhibit any sign, notice or advertisement in or upon any part of the Centre without the written consent of Council.

Theft/Loss/Damage

To the fullest extent possible at law, the Hirer releases and discharges Council from any and all liability for any loss of, damage to or theft of any property or equipment owned by the Hirer or any third party at the Centre.

Cleaning and Waste Management

The Centre must be kept in a clean and tidy state by the Hirer throughout the hire period.

The Hirer must also ensure that at the end of the hire the Centre is left in the condition it was provided in.

The Hirer must ensure that all waste (rubbish and recycling) must be placed in the appropriate bin. Additional waste generated that does not fit in the allocated bins provided must be removed from the Centre by the Hirer at the Hirer's cost.

Should the Hirer fail to leave the Centre in a reasonable state, all costs incurred by Council by way of rectification will be invoiced to the Hirer, and become debt immediately due on issue of an invoice by Council.

Cash Handling

No cash is to be bought in or left at the Centre without the written approval of Council.

Alcohol

The Centre is an alcohol-free venue.

The Hirer is not permitted to bring in or distribute alcohol within the Centre without the written consent of Council prior to the commencement of the booking.

Food and Beverages

Food and beverages may be served during the hire period but only with the written consent of Council.

No food or beverages that are to be sold during the hire period may be prepared at the Centre without Council first receiving Statements of Trade.

The Hirer must ensure that where any catering is provided by a person or entity, that person or entity is registered under the *Food Act 1984* (Vic).

Temporary Structures

Tents, marquees and inflatable amusements are prohibited at the Centre without the prior written approval of Council.

Gambling

Gambling and gambling equipment is not permitted within the Centre without the prior written approval of Council.

Smoke machines, candles, flames and pyrotechnics

The Hirer must ensure that no smoke machines, lit candles, naked flames of any kind, or any form of pyrotechnics, are used at the Centre.

Damage to building, equipment or any item at the Centre

The Hirer must ensure that the floors, walls or any parts of the Centre are not broken or pierced in any way by any nail, screw or any other means, unless approval is provided in writing either in the Confirmation Letter or in response to a written request from the Hirer.

The Hirer is responsible and liable for any damage to the Centre, including the area surrounding the Centre, fences, fittings, furniture, curtains, equipment, and other property at the Centre, that occurs as a result of, or in connection with, the Hirer's hire of the Centre.

RISK AND LIABILITY

Indemnity

The Hirer agrees to indemnify, keep indemnified and hold harmless Council and its employees and each of them, from and against all claims, actions, costs (including legal costs, on a full indemnity basis), charges, losses, expenses and damages suffered by Council directly or indirectly as a result of or in relation or in connection with the Hirer's hire of the Centre or use of the Centre.

Public Liability Insurance (PLI)

Unless Council exempts the Hirer in writing from this condition, the Hirer must hold appropriate PLI with a minimum of $20 million cover for any one event with respect to any personal injury, death or property damage.

Governing Law

The laws of the State of Victoria govern the agreement for hire and any legal proceedings or arbitration under the agreement for hire.

No restriction of Council's powers

The agreement for hire does not fetter or restrict the powers or discretions of Council in relation to any powers or obligations it has under any Act, regulation or local law that may apply to the Centre, the hire, the Hirer or Council.

KNOX CITY COUNCIL INDOOR LEISURE CENTRES
CONDITIONS OF REGULAR HIRE

An application for hire for **Aimee Seebeck Hall**, 100 Police Rd, Rowville, **Carrington Park Leisure Centre and Multipurpose Facility**, 20 O'Connor Road, Knoxfield, 3180, **Knox Regional Netball Centre**, 9 Dempster Street, Ferntree Gully, 3156 and **Rowville Community Centre**, 40 Fulham Road, Rowville, 3178 must be made in writing either through email or online request by a person over the age of 18.

Council will assess all applications and may at its absolute discretion refuse to accept an application for hire.

DEFINITIONS

business day means a day that is not a Saturday, Sunday or public holiday.
Council means Knox City Council.
Direct Debit An automatic payment method that lets a business withdraw money directly from your bank account or credit card.
hire period mean the period for which the agreement for hire record the Hirer as hiring the Centre.
the Centre means the Council facility referred to in the Hirer's application for hire.
the Hirer means the person or entity whose application for hire has been accepted by Council
Xplor Recreation Council authorised booking system overseeing all Indoor Leisure Centres.

AGREEMENT FOR HIRE

Booking Confirmation

In response to an application by the Hirer, Council will, if accepting an application, issue a written acceptance of the Hirer's request, known as a "*Confirmation Letter*". An agreement for hire will then come into existence between Council and the Hirer on the date of the Confirmation Letter. The terms of this agreement for hire are to be found in the Confirmation Letter, these Conditions of Regular Hire, the Hirer's application and any correspondence from Council imposing additional terms and acceptance of those terms by the Hirer. The Confirmation Letter will be issued using Council's authorised booking system – Xplor Recreation.

In the event Council is only prepared to accept an application subject to conditions, Council will specify such conditions in the Confirmation Letter.

In accepting an application, Council is not granting the Hirer exclusive use of the Centre, unless otherwise specified in the Confirmation Letter.

The Hirer agrees that the Centre will not be used for any purpose other than the purpose stated in the Confirmation Letter.

Fees

The hire fees and security bond will be set out in the Confirmation Letter, calculated in accordance with Council's Adopted Annual Fees and Charges Schedule for the current Financial Year. Where the hire period is confirmed over multiple Financial Years, a price increase as determined by the adopted schedule will take affect from 1 July, unless otherwise stated.

Hourly facility hire will be rounded up to the closest 15 minutes and is inclusive of all setup and pack up time required.

Direct Debit Payment

A payment schedule will be set out in the agreement for hire. All hire fees will be invoiced in arrears for the previous month's usage.

By acceptance of the agreement for hire, the Hirer agrees to the Direct Debit payment method.

By agreeing to a Direct Debit request, you authorise Council (Direct Debit Identification No. 069680) to arrange for funds to be debited from the Hirer's nominated account in accordance with the agreement for hire.

The Hirer authorises Council;

a) To debit all fees due from your nominated account on the 15th day of the month from the first Debit Date, until the agreement for hire terminates.
b) To pay any associated booking processing fees to the value of $0.80ex GST per debit.
c) If Council is unable to debit the Hirer's nominated account for any reason, a Rejection Administration Fee of $6.00 ex GST will be debited from the Hirer's nominated account.
d) If any outstanding payment(s) remain unpaid prior to the next scheduled direct debit, all outstanding amounts owing will also be debited from the Hirer's nominated account.

For all matters relating to the Direct Debit Request, including cancellation, alteration or suspension of drawing arrangements or to stop or defer a payment, or to investigate or dispute a previous payment, the Hirer should email the Manager of the Centre as follows:

Carrington Park Leisure Centre carringtonpark.leisurecentre@knox.vic.gov.au, Knox Regional Netball Centre knox.netball@knox.vic.gov.au or Rowville Community Centre rcc@knox.vic.gov.au

If an investigation determines that the Hirer's account has been incorrectly debited, Council will arrange for the relevant financial institution to adjust the account accordingly and will notify the Hirer in writing of the adjustment made.

If, following its investigation, Council reasonably believes that an account has been correctly debited, Council will provide the Hirer with written reasons for its decision and copies of any supporting evidence.

All customer records and account details will be kept private and confidential and will only be disclosed with the Hirer's consent, at the request of a financial institution in connection with the investigation or resolution of an alleged incorrect or wrongful debit, or where required by law.

Security Bond

If the Hirer breaches any of its obligations under the agreement for hire, Council may use any amount of the security bond to compensate Council for any loss or damage as a result of the breach.

Where the cost of rectifying the loss or damage exceeds the amount of the security bond, the difference will be a debt immediately due and payable by the Hirer to Council on issue of an invoice by Council to the Hirer.

Variation of Hire

The Hirer may ask for a variation to the agreement for hire by submitting a written request.

A variation may reduce or increase the hire period, change the assigned room/stadium, or change the date of hire. A change of date will not be considered if the original hire commencement date has already passed.

All variation requests will be considered having regard to Centre availability, Council may at its absolute discretion agree or refuse to agree to any variation.

Cancellation by Hirer

If the Hirer cancels their hire of the Centre seven (7) business days before the date of hire, will not incur facility hire charges.

If the Hirer cancels their hire of a room at the Centre less than two (2) business days before the date of hire, the full hire charges will apply.

If the Hirer cancels their stadium hire at the Centre less than seven (7) business days before the date of hire, the full hire charges will apply.

If the Hirer cancels their outdoor court hire at the Centre less than two (2) hours notice before commencement of the hire, the full hire charges will apply.

Cancellation by Council

Council may cancel the booking and terminate the agreement for hire if the Hirer breaches the agreement for hire.

Council reserves the right to cancel any booking if the Centre is affected by an unforeseen event rendering the Centre unfit for purpose, including but not limited to extreme heat, flooding, an electrical outage or another like event.

Council also reserves the right to cancel any booking if the Centre is activated for emergency relief requirements.

Council reserve the right to cancel any reoccurring booking if the Hirer's cancellation requests exceed over 30% of term bookings.

HIRER'S OBLIGATIONS

Key Collection and Return

If keys or fobs are required to provide access to the Centre, Council will notify the Hirer upon acceptance of the application.

The Hirer agrees to make themselves available during business hours within the week of the hire to complete a site induction and collect any assigned keys or fobs.

The Hirer agrees to return assigned keys or fobs to Council within 48 hours after the hire concludes, unless otherwise agreed with Council in writing.

Access to and Exiting the Centre

The Hirer must not access or use any part of the Centre prior to or beyond the hire period. The booking time stated in the application must include all set up and pack up.

If the Centre is accessed outside the hire period, or if the Centre or the surrounding area is not vacated by the end of the hire period, the Hirer will be in breach of the agreement for hire and Council may, if it is reasonable to do so, retain the security bond.

Centre Conditions

The Hirer acknowledges and agrees that, unless the Hirer demonstrates otherwise to the satisfaction of Council, the Centre, and all fixtures, fittings, equipment or items at the Centre, are deemed to be in a good and clean condition and working order at the start of the hire period.

Responsibility and Supervision

The Hirer must remain at the Centre at all times during the hire period and ensure that all guests or others entering the Centre with the authority of the Hire are adequately supervised. The Hirer is responsible for all such guest and other persons attending the Centre during the hire period, and for guests and others who remain within the immediate vicinity of the Centre after the hire concludes.

It is the responsibility of the Hirer to ensure that all such guests and others comply with the Centre's Conditions of Entry, as displayed at the Centre's entrance.

Emergency Management

All exits, doors, corridors and gateways must be kept clear and unlocked so that they can be immediately used in the event of an emergency.

The Hirer should contact **000** if they believe it is necessary.

The Hirer must complete all Centre First Aid and/or Incident Report forms as soon as practically possible after an emergency occurs, and provide these forms to Council.

Child Safe Standards

If the Hirer is an applicable entity within the meaning of the *Child Wellbeing and Safety Act 2005* (Vic) and is not otherwise exempt from the requirements of that Act, the Hirer warrants that it is compliant and will continue to comply with the Child Safe Standards published pursuant to the *Child Wellbeing and Safety Act 2005* (Vic) (as amended from time to time).

Working with Children Checks

If the Hirer's activities involve persons engaged in child related work within the meaning of the *Worker Screening Act 2020* (Vic) and is not otherwise exempt from the requirements of that Act, the Hirer warrants that it is compliant and will continue to comply with the *Worker Screening Act 2020* (Vic) (as amended from time to time). The Hirer also agrees to provide to Council a copy of the Working with Children Check card of each of the Hirer's employees and volunteers working at the Centre, on demand.

Noise Levels/Amplification

All music (live or amplified) must **cease** by 10.00pm Sunday to Thursday or 11.00pm Friday, Saturday and the night before a public holiday.

Any such noise must not **commence** before 7.00am Monday to Thursday or 9.00am Saturday, Sunday and public holidays**.**

Noise levels from any music, amplification and/or public address systems must not exceed 65dBA.

Event Signage

The Hirer will not fix or exhibit any sign, notice or advertisement in or upon any part of the Centre without the written consent of Council.

Theft/Loss/Damage

To the fullest extent possible at law, the Hirer releases and discharges Council from any and all liability for any loss of, damage to or theft of any property or equipment owned by the Hirer or any third party at the Centre.

Cleaning and Waste Management

The Centre must be kept in a clean and tidy state by the Hirer throughout the hire period.

The Hirer must also ensure that at the end of the hire the Centre is left in the condition it was provided in.

The Hirer must ensure that all waste (rubbish and recycling) must be placed in the appropriate bin. Additional waste generated that does not fit in the allocated bins provided must be removed from the Centre by the Hirer at the Hirer's cost.

Should the Hirer fail to leave the Centre in a reasonable state, all costs incurred by Council by way of rectification will be invoiced to the Hirer, and become debt immediately due on issue of an invoice by Council.

Cash Handling

No cash is to be bought in or left at the Centre without the written approval of Council.

Alcohol

The Centre is an alcohol-free venue.

The Hirer is not permitted to bring in or distribute alcohol within he Centre without the written consent of Council prior to the commencement of the booking.

Food and Beverages

Food and non-alcoholic beverages may be served during the hire period but only with the written consent of Council.

No food or beverages that are to be sold during the hire period may be prepared at the Centre without Council first receiving Statements of Trade.

The Hirer must ensure that any person or entity engaged to provide catering at the Centre is registered in accordance with the *Food Act 1984 (Vic)* and complies with all applicable food safety requirements.

Barbecues may be used during the hire subject to Council approval. Barbecues must be set up at least 3 (three) metres from the Centre.

Temporary Structures

Tents, marquees and inflatable amusements are prohibited at the Centre without the prior written approval of Council.

Gambling

Gambling and gambling equipment is not permitted within the Centre without the prior written approval of Council.

Smoke machines, candles, flames and pyrotechnics

The Hirer must ensure that no smoke machines, lit candles, naked flames of any kind, or any form of pyrotechnics, are used at the Centre.

Damage to building, equipment or any item at the Centre

The Hirer must ensure that the floors, walls or any parts of the Centre are not broken or pierced in any way by any nail, screw or any other means, unless approval is provided in writing by Council in the Confirmation Letter or in response to a written request from the Hirer.

The Hirer is responsible and liable for any damage to the Centre, including the area surrounding the Centre, fences, fittings, furniture, curtains, equipment, and other property at the Centre, that occurs as a result of, or in connection with, the Hirer's hire of the Centre.

RISK AND LIABILITY

Indemnity in favour of Council

The Hirer agrees to indemnify, keep indemnified and hold harmless Council and it employees and each of them, from and against all damages, expenses, costs, liabilities, claims, actions, proceedings, judgments and losses of any kind ordered to be paid or suffered or incurred by Council directly or indirectly as a result of or in relation or in connection with the Hirer's hire or use of the Centre.

The indemnity will be reduced proportionally to the extent that any negligent or unlawful acts or omissions on Council's part caused or contributed to the indemnified damages, expenses, costs, liabilities, claims, actions, proceedings, judgments or losses.

Public Liability Insurance (PLI)

Depending on the booking type, Council may require the Hirer to hold PLI with a minimum of $20 million cover for any one occurrence with respect to any personal injury, death or property damage. Where required, the Hirer must provide a current certificate of currency before the booking is confirmed.

Governing Law

The laws of the State of Victoria govern the agreement for hire and any legal proceedings or arbitration under the agreement for hire.

No restriction of Council's powers

The agreement for hire does not fetter or restrict the powers or discretions of Council in relation to any powers or obligations it has under any Act, regulation or local law that may apply to the Centre, the hire, the Hirer or Council.

KNOX CITY COUNCIL INDOOR LEISURE CENTRES PROGRAMS TERMS AND CONDITIONS

These Terms and Conditions are applied to all programs managed by Knox City Council (**Council**) at **Carrington Park Leisure Centre and Multipurpose Facility**, 20 O'Connor Road, Knoxfield, 3180, **Knox Regional Netball Centre**, 9 Dempster Street, Ferntree Gully, 3156 and **Rowville Community Centre**, 40 Fulham Road, Rowville, 3178.

GENERAL CONDITIONS

- **Program Management:** Council reserves the right to cancel, change session times, move Participants, or change Instructors at any time.
- **Conditions of Entry:** By enrolling in a Centre program, you will abide by the Centre's Conditions of Entry.
- **Photography:** By enrolling in a Centre program, you consent to Council taking and using photographs or video recordings of you, or any person you have enrolled on behalf of, for promotional and marketing purposes, including brochures, flyers, publications, Council websites, and social media platforms. If you do not wish to be photographed or recorded, you must inform the photographer or a Centre staff member at the time the photographs or recordings are being taken.

ENROLMENT AND PAYMENT

- **Booking Confirmations:** Places are limited and only confirmed upon registering via Council's authorised booking platform - Xplor Recreation.
- **Payment:** Participants may pay in person or online via Council's authorised booking platform - Xplor Recreation.
- **Refund:** If a session at the Centre is cancelled, a full refund will be applied.
- **Non-attendance:** In all other circumstances (including but not limited to non-attendance because of personal circumstances, illness or scheduling conflicts) you are not eligible for a refund or credit.
- **Withdrawal:** Participants who withdraw from a program with a minimum of four (4) hours notice prior to the commencement of the program may be eligible for a credit.

HEALTH AND MEDICAL

- **Risk Warning and Release:** Participation in sporting activities at the Centre may involve risk. Any such participation by you is therefore undertaken voluntarily, at your own risk. You agree to release Council from any and all liability (including liability in negligence), and for any injury, loss or damage that is incurred, in connection with your attendance at the Centre.
- **Change in health:** You must notify the Centre's management of any injury or illness that may impact your ability to participate in Centre programs (including undertaking a Group Fitness class).
- **Medical incident:** If you experience a medical episode or injury during a session, you must cease the activity and immediately notify Centre staff.
- **Medical treatment:** In the event you suffer an injury or illness, medical treatment may be arranged by Centre staff, including calling an ambulance. Council is not liable for any costs associated with the treatment.

RISK AND LIABILITY

- **Indemnity:** You agree to indemnify, keep indemnified and hold harmless Council and it employees and each of them, from and against all damages, expenses, costs, liabilities, claims, actions, proceedings, judgments

and losses of any kind ordered to be paid or suffered or incurred by Council directly or indirectly as a result of or in relation or in connection with your use of the Centre.

- **Personal property:** Council is not liable or responsible for personal belongings that are lost, stolen, or damaged while at the Centre, including items stored in lockers.
- **Misuse and intentional damage:** You are liable for costs associated with damage to the Centre or equipment arising out of misuse or intentional acts.

LIMITATION OF LIABILITY IN RELATION TO SUPPLY OF RECREATIONAL SERVICES

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

If you accept these Terms and Conditions, you will be agreeing that your rights to sue the supplier under the ***Australian Consumer Law and Fair Trading Act 2012*** are excluded, restricted or modified in the way set out in this form, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you:

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the ***Australian Consumer Law and Fair Trading Act 2012***, the exclusion of these statutory guarantees is brought to your attention by this form.

NOTE: The change to your rights, as set out in these Terms and Conditions, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the ***Australian Consumer Law and Fair Trading Regulations 2012*** and section 22(3)(b) of the ***Australian Consumer Law and Fair Trading Act 2012***.

PRIVACY

- Council collects, holds and manages personal information in accordance with the *Privacy and Data Protection Act 2014*, *Health Records Act 2001*, and any other applicable legislation. Personal and health information is stored in secure systems and may be shared with relevant internal departments and Council's contracted booking platform (Xplor Recreation) for the purposes of booking, event access, and recording accessibility requirements, where applicable. For further details, please refer to Council's Privacy Policy.

KNOX CITY COUNCIL INDOOR LEISURE CENTRES

TERM BASED CLASSES TERMS AND CONDITIONS

These Terms and Conditions are applied to all term-based classes managed by Knox City Council (**Council**) at **Carrington Park Leisure Centre and Multipurpose Facility**, 20 O'Connor Road, Knoxfield, 3180, **Knox Regional Netball Centre**, 9 Dempster Street, Ferntree Gully, 3156 and **Rowville Community Centre**, 40 Fulham Road, Rowville, 3178.

GENERAL CONDITIONS

- **Class Management:** Council reserves the right to cancel, change class times or change Instructors at any time.
- **Conditions of Entry:** By enrolling in a class, you will abide by the Centre's Conditions of Entry.
- **Term dates:** Classes run in line with the Victorian school terms and will not operate on Public Holidays or School Holidays.
- **Photography:** By enrolling in a class, you authorise Council to take and use photos for marketing purposes such as flyers, Council website or social media. If you do not want photos to be taken of yourself, or the person you are on behalf of, please inform the photographer at the time.

ENROLMENT AND PAYMENT

- **Enrolment:** Places in term-based activities are confirmed upon registering via Council's authorised booking platform - Xplor Recreation.
- **Payment:** Participants may pay in person or online via Council's authorised booking platform - Xplor Recreation.
- **Re-enrolment:** Towards the end of each term, participants are required to re-enrol for the following term. Your place in the following term will only be confirmed upon payment of the next term's fees.
- **Missed Class:** Missed classes, including those resulting from personal circumstances, scheduling conflicts or non-attendance, are not eligible for refunds, credits, transfers or make-up classes.

SUSPENSION AND WITHDRAWAL

- **Medical suspensions:** Participants who are unable to attend three (3) or more consecutive classes due to a medical condition will be eligible for a class credit upon presentation of a medical certificate within 30 days of the first missed class
- **Withdrawal:** Participants who withdraw from a class after the commencement of the term are not eligible for a refund, credit or transfer for the remaining classes, unless required under Australian Consumer Law or in exceptional circumstances at the discretion of management.

CANCELLATION

- **Discontinued Class:** Should minimum numbers not be achieved the centre reserves the right to either not schedule or discontinue a class during the term. Participants will be notified accordingly.
- **Refund:** If a class at the Centre is cancelled, a refund will be applied for the class. If a class at the Centre is cancelled indefinitely, a refund of the remaining classes will be applied.

HEALTH AND MEDICAL

- **Risk Warning and Release:** Participation in Centre activities may involve risk. Any such participation by you is therefore undertaken voluntarily, at your own risk. You agree to release Council from any and all liability (including liability in negligence), and for any injury, loss or damage that is incurred, in connection with your attendance at the Centre.
- **Change in health:** You must notify the Centre's management of any injury or illness that may impact your ability to participate in a class.
- **Medical incident:** If you experience a medical episode or injury during a class, you must cease the activity and immediately notify Centre staff.
- **Medical treatment:** In the event you suffer an injury or illness, medical treatment may be arranged by Centre staff, including calling an ambulance. Council is not liable for any costs associated with the treatment.

RISK AND LIABILITY

- **Indemnity:** You agree to indemnify, keep indemnified and hold harmless Council and it employees and each of them, from and against all damages, expenses, costs, liabilities, claims, actions, proceedings, judgments and losses of any kind ordered to be paid or suffered or incurred by Council directly or indirectly as a result of or in relation or in connection with your use of the Centre.
- **Personal property:** Council is not liable or responsible for personal belongings that are lost, stolen, or damaged while at the Centre, including items stored in lockers.
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