

# Botany Aquatic Centre Function Application Form



All sections of this form must be completed. For any further information please call Council's Botany Aquatic Centre on 9316 6218. Fees are valid until 30 June 2019.

## Application Details

Ms/Mr/Mrs/Other (please state)	Family Name	Given Name
Organisation Name		
Unit/Street No.	Street Suburb	Postcode
Tel 1 (Home/Work/Mobile)		Tel 2 (Home/Work/Mobile) Email
Alternate Contact		
Mailing Address (if different from above)		

## Event Details

Proposed Date:	Start Time:	Finish Time:
Number of Attendees:	Purpose of Event:	
Please list any special requirements:		
Do you require access to electricity? <input type="checkbox"/> Yes <input type="checkbox"/> No	Please specify the electrical equipment to be used	
Will you be erecting temporary structures? E.g. Tents or Marquees <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, what type?	

### Privacy Statement

The personal information provided on this form (including your name and other details) will be handled in accordance with the *Privacy and Personal Information Protection Act 1998* and may be available to the public under various legislation. Refer also to the Privacy Statement on Council's website

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#### Eastgardens Customer Service Centre

152 Bunnerong Road

Eastgardens NSW 2036, Australia  
ABN 80 690 785 443 Branch  
004  
DX 4108 Maroubra Junction

#### Rockdale Customer Service Centre

444-446 Princes Highway

Rockdale NSW 2216, Australia  
ABN 80 690 785 443 Branch 003  
DX 25308 Rockdale

**T 1300 581 299**

**F 02 9562 1777**

**E**

**council@bayside.nsw.gov.au**

**w www.bayside.nsw.gov.au**

**Postal address: PO Box  
21**

**Rockdale NSW 2216**



Telephone Interpreter Services - 131 450

Τηλεφωνικές Υπηρεσίες Διερμηνέων

بخدمة الترجمة الهاتفية

電話傳譯服務處

Служба за преведување по телефон

**Public Liability Details (A copy of the certificate MUST be attached). Minimum \$20million cover.**

Insured Name	Policy Number
Insurance Company	Commencement Date
Policy Number	Expiry Date
Coverage Value	
Local of Coverage	
Is Bayside listed as an "Interested Party" <input type="checkbox"/> Yes <input type="checkbox"/> No	

Please tick the appropriate boxes to calculate the cost of the application:		Cost	
<input type="checkbox"/>	Administration Fee (This fee is charged for all bookings, and for each change to the booking after confirmation).		\$140.00
<input type="checkbox"/>	Small groups (1-100 people)	+ \$750.00	
<input type="checkbox"/>	Medium groups 101-500 people)	+ \$1445.00	
<input type="checkbox"/>	Large groups (500+ people)	+ \$2040.00	
	Site Cleaning – At Cost Per Hire	Request Quote	
	Damage Deposit		\$700
	<b>Total Amount Due</b>		

**Declaration**

I have read and agree to abide by the conditions of use and emergency procedures for the Botany Aquatic Centre. I accept all of these conditions be complied with on all days of the hiring period. The information supplied on this application is to the best of my knowledge correct and I will advise Council of any additions or alterations to the information supplied.

Applicant's Signature _____		Date ____ / ____ / ____
Office Use Only	Receipt No.	Amount Paid.

**These conditions of use must be agreed to by the applicant at the time of the booking. It is the applicant's responsibility to ensure all members of their organisation, spectators and visitors are familiar with the conditions.**

## DEFINITIONS

**“Authorised Person”** – the person from within the body of people or the organisation seeking to hire BAC who is responsible for the booking and any consequences which arise. The authorised person, or their delegate should be present at the Centre on the day of the event. The authorised person is the signatory of the forms.

**“Council”** – Bayside Council, as owners/managers of the Botany Aquatic Centre.

**“Council Officer”** – any authorised employee of the Council, or authorised representative of the Council.

**“Facility”** – Botany Aquatic Centre (BAC) means the pools, and surrounding grounds, separate the function facilities and associated amenities.

**“Hirer”** – the body of people, organisation or the individual who have been granted a booking confirmation from the Council.

### 1. HOURS OF USE

- a. Normal operation hours for daylight savings times are 6am to 7pm and 6am to 6pm for non daylight savings times.
- b. Hirers are to vacate the facility within 20 minutes after the conclusion of the booked period.
- c. The general public will be admitted to the swimming centre and remaining pools.

### 2. INCONVENIENCES

The facility is located in a residential area; every effort must be made not to inconvenience residents. Inconveniences include excessive noise and bright lights late of an evening. Any activities that cause inconvenience to the surrounding residents after 10pm are strictly prohibited.

### 3. HIRE CHARGES AND PAYMENTS

- a. The hire charges in respect to the use of the facility will be calculated from the fees set out in Council's adopted fees and charges which are current at the time of the proposed use.
- b. Council fees are normally reviewed annually to apply from July.
- c. The facility hire charge will need to be paid at least 14 days in advance of the proposed date of hire, to secure the booking.

### 4. CANCELLATIONS

Council reserves the right to suspend approval of the booking of the pool. This will be done by written notice to the applicant.

### 5. REFUNDS AND CREDITS

The hire herein applied for is subject to the facility being made available as an operational venue according to Council's stipulations and requirements. In the event that the venue is classed as inoperable, such events being beyond Council's control (e.g. Weather, industrial dispute, machinery breakdown, occupational, health and safety consideration) all monies paid to Council for the hire shall be refunded on request. Requests for a refund/credit must be made in writing to the General Manager, marked to the attention of the Manager Recreation and Community Services.

### 6. ACCIDENT INDEMNITY

- a. The hirer shall be responsible for any accident, loss, damage or injury sustained by any person using the facility or part therefore during the time the facility is allocated to the user, notwithstanding that such injury arose from or by reason of any defect with the facilities and the hirer agrees to indemnify the Council against all claims and demands made or costs or expenses incurred in connection with such actions. The hirer is required to provide the Manager Recreation and Community Services with written details of any person within 48 hours from the date of the accident occurring.
- b. The hirer's authorised person must inspect the facility immediately before use to ensure that it is adequate for their use.

### 7. INSURANCE

All hirers require Public Liability Insurance with a limit of liability of no less than \$20 million.

**8. LIABILITY**

The applicant accepts full liability for violation or infringement of any copyright material (such as music) used during the period of hire of the aquatic centre. The applicant indemnifies the Council and frees it of any obligation in this matter in respect of the Commonwealth Copyright Act and/or any other relevant acts or legislation.

**9. SUB-LETTING**

The applicant shall not reassign or sublet the facility or any portion of the facility to another organisation or individual.

**10. THEFT**

Council will not be liable for any loss or damage sustained by the hirer or any person or persons, organisation or corporation entrusted to or supplying any article or thing to the hirer by reason of any such article or thing being lost, damaged or stolen and the hirer agrees to indemnify the Council against any claim by any such person or persons, organisation or corporation in respect to such article or thing.

**11. BEHAVIOUR**

- a. The Authorised Person is to ensure that all users of the facility are aware of the Conditions of Use for Botany Aquatic Centre and behave accordingly.
- b. The Authorised Person shall be responsible for the satisfactory conduct of all persons within the facility during the period of the hire.
- c. The hirer and their guests should respect the wellbeing and possessions of other people at the pool and the property of the Council.

**12. AUTHORITY**

- a. It is to be noted that all instructions issued by the Council or a Council Officer are to be adhered to at all times.
- b. All instructions on Council signage posted around the facility should be adhered to at all times.
- c. The hirer and their guests are required to follow instructions from any Authorised Person from the organisation or body hiring the facility.
- d. Failure to follow instructions from an Authorised Person or Council Officer may result in the organisation or body being denied future access to the facility.

**13. DISPUTES**

- a. In the event of any dispute between the hirer and Council's Officer as to the meaning of the conditions within this document, the decision of Council's Manager Recreation and Community Services shall be final.
- b. In the event that Council's Manager Recreation and Community Services is unavailable, the decision of the Council Officer shall prevail.

**14. DAMAGE**

- a. Any damage to the facility being used must be detailed in writing and reported immediately to Council's Manager Recreation and Community Services.
- b. The application accepts responsibility for, and will pay to the Council on demand, the cost of repair of any damage or breakage of any part of the facility, buildings, fittings or other property of the Council during the period of hire.
- c. If the pool is left in a damaged state or condition, to the determination of Council's Officer, repair and restoration charges will apply and an administration fee as set out in Council's Adopted Fees and Charges will also be charged.

**15. CLEANING OF FACILITY**

- a. The maintaining of a clean and tidy facility at all times is the responsibility of the Authorised Person.
- b. If the facility is left in an untidy state or condition, as determined by the Council's Officer, cleaning charges will apply and an administration fee as set out in Council's Adopted Fees and Charges will also be charged. Upon termination of the hiring to leave the pool and the buildings and facilities in a clean and tidy condition.

**16. SUPERVISION**

The Authorised Person representing a hirer or user of the facility is responsible for ensuring that appropriate levels of supervision are provided to all persons under their control. The level of supervision required will vary depending on the age of the persons.

The following provides a guide of suggested supervision levels:

For Children under 5 years of age 1:1 supervisor/child) within arm's reach at all times within the facility.

For children over 4 years and under 12 years of age 1:1 (supervisor/child) whilst child is near or in the BAC Swimming Pools.

**17. SAFETY**

- a. **DUTY OF CARE.** The safety of all people attending the facility is of utmost importance to the Council. Hirers of the facility also have a duty of care to ensure that safety of all users of the venue under their supervision.
- b. **SUPERVISION.** The Authorised Person is responsible for ensuring an adequate level of supervision is provided at all times during their presence at the facility. Reference should be made to clause 16.
- c. **ELECTRICAL EQUIPMENT.** All electrical equipment brought into the facility by hirers must be tested and tagged in accordance with the relevant current Australian Standard, for in-service safety inspection and testing of electrical equipment.

**18. ACCESS**

- a. The booking approval includes allowing Council's Officers to work on and around the facility within their normal duties. Any hirer or person are not to interfere with these persons on the execution of their duties. Any hirer or persons within the facility are to comply with any direction of a Council Officer.
- b. Access and use of the facility is restricted to those areas nominated by the Council as permissible for the general public.
- c. Only designated entry areas to the pool area may be used.
- d. Keys will not be available to hirers.
- e. NO hirer is to access the facility outside of authorised booking times.

**19. VEHICLES**

- a. No vehicles are to enter the facility without prior permission from the Manager Recreation and Community Services. Emergency vehicle are exempt.
- b. Permission to use a vehicle in the confines of the facility can only be granted by Council's Manager Recreation and Community Services. If the hirer wishes to arrange for vehicular access they should make the request on the application form for determination by the Manager of Parks and Landscape.
- c. Vehicles should not be parked across the driveway entrance to the facility at any time. It is a requirement that vehicular access is made available at all times in the event that emergency services are required to attend the facility.

**20. PUBLIC ADDRESS SYSTEM**

As the facility is in close proximity to residential housing the public address system should be used for essential announcements only.

**21. ADVERTISING**

No banners are to be displayed in or around the facility without prior permission from the Manager Recreation and Community Services.

**22. FOOD AND CATERING**

- a. A private kiosk is operated within the facility.
- b. The Council accepts no liability due to the failure of the kiosk proprietor to open the kiosk during the period of any hiring.

**23. ALCOHOL**

- a. Alcohol is not permitted at any time within the pool areas, surrounding grounds or amenities.
- b. Hirers must submit an application for approval for alcohol to be permitted within the function area.

**24. SECURITY**

Hirers are required to disclose the nature of the event and the expected number of people attending. The Council reserves the rights to require a hirer to procure professional security personnel for the event. These costs will be borne by the hirer.

**25. ANIMALS**

Animals are not permitted within the facility. Certified assistance animals are permitted.

**26. EMERGENCY SITUATIONS**

- a. In the event of an emergency, phone the Pool Supervisor on 9316-6218.
- b. A current Emergency Evacuation Plan for the facility is located at Pool Reception. For further information contact the onsite supervisor.

**27. GENERAL HIRE RULES**

- a. The riding of pushbikes, scooters, skateboards, roller blades or the like is prohibited.
- b. Filming or photography for commercial purposes is prohibited except with written consent from Council's Manager Recreation and Community Services.
- c. Leaving litter and/or waste material in places other than facility rubbish bins/recycling bins is prohibited.
- d. Glass containers such as bottles, jars etc. are prohibited within the facility.
- e. The use of insulting, threatening or indecent language is prohibited.
- f. Offensive and indecent behaviour is prohibited.
- g. Damaging of flora and fauna is prohibited.
- h. Damaging of building, structures or equipment is prohibited.
- i. Directions given by Council Officers, Botany Aquatic Centre representatives, emergency services personnel or any other authorised person must be obeyed.

**28. BREACH OF CONDITIONS**

- a. If the application fails to enforce any of these conditions, or fails to remove from the entire facility any person who has committed any breach of these conditions or of the ordinances applicable to such areas, the use of the facility shall be terminated forthwith without any liability being incurred by the Council. Any charges or deposits held by the Council shall be forfeited to it.
- b. Refusal to leave the facility and surrounding areas may result in the involvement of the Council Regulations Officers and/or the police.
- c. Future applications to hire the area may also be denied, at the discretion of Council.

**29. ACCEPTANCE OF HIRE RULES**

The facility is only hired on the acceptance of the conditions detailed herein. The BAC is only let on the acceptance of the conditions detailed here and the payment to the Council of any sum by way of hire of the premises and the issue by the Council to such person of a receipt for such amount shall be deemed to be an acceptance of these conditions.

**Public Pool Safety**

- Obey the Instructions given by the lifeguard
- No unsafe or dangerous behaviour
- No pushing or throwing persons in the pool
- No bombing or excessive splashing
- No abusive, disruptive or offensive behaviour or language or spitting
- Do not sit on or touch lane markers
- Always check the water depth before entering the pool
- Swim in the appropriate lane/area.

### **Hygiene Guidelines**

Do not use the pool if you have had diarrhoea in the past fourteen (14) days.

Close fitting costumes must be worn at all times.

Council encourages all patrons to use the toilet and shower facilities before entry to the pool.

Avoid swallowing or putting pool water in your mouth.

Persons detected with open wounds, sores, rashes, infected eyes or wearing bandages will be requested not to swim in the pool.

Pool contamination through nose blowing, spitting and spouting of water will be actively discouraged.