



## Appendix B

### OPTUS STATE GYMNASTICS CENTRE TERMS AND CONDITIONS OF HIRE

These terms and conditions are a wholly incorporated extension of the State Gymnastics Centre (SGC) User Request and Agreement Form (the Agreement) and are designed to give the User (Hirer) a clear and descriptive understanding of the User's responsibilities as well as a binding record of the Gymsports Management Pty Ltd (GM) operational guidelines.

#### Definitions

- GM is Gymsports Management Pty Ltd, or its designate.
- SGC means the State Gymnastics Centre at 10 Kingston View Dr, Kingston, TAS 7050 operated by GM
- KG is Kingborough Gymsports
- Manager means the Venue Manager of KG, or his / her designate.
- Agreement means the written User Agreement entered into between GM and the User.
- User is as defined in the Agreement and shall include all servants, agents, contractors and invitees of the User.

#### Authority

The Manager shall have full responsibility of the operations of the SGC and shall act on its behalf on all matters of management, supervision and control of the premises.

#### Insurance

GM may direct the User to obtain and maintain the following insurances;

- Third Party Insurance, with a minimum of \$10,000,000 coverage for any claim against personal injury or damage to property.
- Workers Compensation Insurance covering all Employees, Contractors and Sub-Contractors of the User.
- Personal Accident cover in the respect of Volunteers.

#### Risk

- The User uses the SGC and its facilities at its own risk.
- All property brought onto the premises by the User shall be at the Users sole risk.

#### Indemnification

The User shall indemnify GM against all losses whatsoever arising from the Users use of the SGC.

#### Suitability of Premises

It is the duty of the User to ensure that the premises are suitable for the purposes contemplated by the User.

#### Compliance With Laws

The User shall promptly comply with all laws whatsoever, and wherever applicable, all directions of government authorities and these terms and conditions.



### **Safety**

- At least one registered coach/trainer qualified to teach the skills being instructed while in the SGC. A First Aid certificate holder must be in attendance for all sessions conducted by the User at the SGC.
- All breakages and damages must be entered in the Risk Identification Register and reported to the Manager as soon as possible (within 48 hours). Where fault is determined to lie with the User a charge will be applied for the repair (s).
- All accidents must be entered into the Accident Report Register and reported to the Manager as soon as possible (within 24 hours).
- Where some suffers serious injury or illness and is admitted to hospital you must
  1. Notify Workplace Standards by the quickest way possible 1300 366 322 (required by law and failure to do so attracts a significant fine)
  2. Notify the KG Manager, Bond Larkin, by the quickest way possible – so a report may also be lodged
- Kingborough Sports Centre are responsible for all facility emergencies and the User is required to follow their direction if a facility emergency arises.
- It is the responsibility of the User to familiarise itself and its servants, agents, contractors and invitees with the safety procedures and regulations governing the SGC.
- The User shall instruct its employees of the building evacuation plan in the event of fire or other disaster and formulate a specific plan to evacuate any disabled person among them.
- No portion of the entries, doorways, corridors, passageways or stairways shall be impeded by the User, or used for any purpose other than that which they were designed.
- Access to public utilities, fire-hoses, vents, lighting fixtures and switches, shall not be covered or obstructed at any time.

### **Utilities**

- GM shall provide reasonable lighting, power and cleaning.
- As additional fee will be charged if the User would like to use the heaters.
- The gymnasium training area(s) must be kept and left orderly and in a clean manner at all times.
- The SGC Meeting Room must be kept and left in an orderly and clean manner at all times.
- No food is to be consumed in the Gymnastics Training area's.
- KG offices will be out of bounds at all times, unless conducting business with the staff of KG.
- A telephone will not be available at the SGC, the User must make other arrangements.
- Equipment must be left in a standard format (as directed by the equipment plan located in each area) at the end of each session, unless otherwise directed by management.

### **Signs, Posters and Attachments**

The User shall not permit any of the following without prior approval from the Manager;

- Fastening of nails, adhesive features, tacks or screws.
- Attachment of signs, posters or any advertising / promotional materials outside the SGC.
- Any fastening or attachments tending to injure or deface the premises.

The User shall meet any expense associated with the removal or damage caused by unapproved signs, posters or attachments.

### **Misplaced, Lost, Stolen and Abandoned Property**

GM shall assume no responsibility whatsoever for losses suffered in respect of any misplaced, lost, abandoned or stolen property.

**Security**

The User will be responsible for securing the building at the closure of their sessions. All locks (windows, doors and padlocks) must be secured and the alarm set, at closing. Breaches of this will require the User to pay for security service call outs and other associated costs such as theft and vandalism arising as a result of the breach.

**Objectionable Use or Behaviour**

Any use of the SGC, which is in violation of any laws, shall be a violation of the agreement and shall be ground for immediate termination of the Agreement between the User and GM. Any person(s) whose conduct is objectionable, disorderly or disruptive to the SGC, or in violation of any law, shall be refused entrance or shall immediately be ejected from the SGC.

**GM Right of Entry**

In permitting use of the SGC, KG retains the right to enforce all necessary and property rules for the management and operation of such areas. Duly authorised representatives from GM may enter at any time and on any occasion without any restrictions whatsoever.

**Termination and Delivery of Notices**

GM may terminate the Agreement for any breach of the same or upon insolvency of the User with seven day's notice. GM may terminate immediately without notice in the case of a serious breach. All notices shall be in writing and delivered personally or by post.

**Force Majeure**

In the event that GM's obligations to the User are delayed, prevented or rendered impractical by any of the following events to be to the extent such an event is beyond reasonable control; fire, flood, riot, earthquake, civil commotion, 'Act of God', or any law, ordinance, rule or regulation, which becomes effective after the date of the Agreement, KG may elect to a temporary termination of the Agreement.

**Assignment**

The User may not assign the rights conferred by the Agreement or permit the use of the whole or part of the SGC by any party other than the User. Further any shared usage by the User groups is to be authorised by KG.

**Authority**

The person signing this Agreement on behalf of the User warrants that they are duly authorised to do so.

**Disclaimer**

GM offers this Agreement in good faith based on the details provided by the User to it, and reserves the right to advise of alterations or additions to this Agreement should any mistakes, miscalculations or omissions become apparent.