

UNSW FITNESS & AQUATIC CENTRE  
FACILITY BOOKING APPLICATION FORM



Please complete all the details below *accurately*

Residential/College/Club/Faculty: \_\_\_\_\_ Position: \_\_\_\_\_ ZID: \_\_\_\_\_

Surname: \_\_\_\_\_ Given Names: \_\_\_\_\_

Address: \_\_\_\_\_

Phone (W): \_\_\_\_\_ (H): \_\_\_\_\_ Fax: \_\_\_\_\_

Mobile: \_\_\_\_\_ E-Email: \_\_\_\_\_

**Bookings Request:**

Check the Bookings schedule on page two before selecting your preferred time, also highlight in the booking schedule all hours your group can use the facility.

**Booking required:**

First Date (e.g. 03/01/18)	Last Date (e.g. 28/06/18)	Day (e.g. Monday)	Start Time (e.g. 9:00)	End Time (e.g. 14:00)	Facility Needed (e.g. Basketball Court, Multipurpose room, etc)	Activity Please specify type of booking (e.g. Match, training, league)

**Booking Required:**

*I have read and understood the "Conditions of Use" overleaf and agree to abide by them during the hire of the Facility.*

Name (Print): \_\_\_\_\_ Signed: \_\_\_\_\_

Once completed, please send the facility booking application to **Programs.UNSW@ymcansw.org.au**

For any queries please call the centre directly at (02) 9385 4881

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Payment Details:  Visa  Mastercard

(Please note American Express and Diners Club cards are not accepted)

Amount: \$ \_\_\_\_\_

Card No: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Expiry Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ CCV: \_\_\_\_\_

Cardholder's Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Office Use Only

Facility Booked:  Y  N Staff name and Date: \_\_\_\_\_

**INTRODUCTION**

This agreement is specifically for those User Groups that use the YMCA managed UNSW Fitness & Aquatic Centre on a regular basis. A "regular basis" is a period not less than ten (10) weeks per season. A season is a period between January 1st to June 30th (Semester 1) and July 1st to December 31st (Semester 2).

In order to maintain a regular booking, patrons must adhere to the guidelines and regulations outlined in this document. Management reserves the right to cancel any booking if User Groups or their members breach this agreement.

As the YMCA managed UNSW Fitness and Aquatic Centre have many regular bookings, Management will allow usage based on the bookings as outlined in the existing contract specification written by the YMCA. If a booking as outlined in the specification is not being used by the nominated group, then Management reserves the right to allocate this space to another group and back charge the User Group the applicable Fees & Charges since its first booking date specified in the User Agreement. Management will make the final decision on usage allocation.

The conditions, fees and charges outlined in this agreement will take effect as of 1st January 2018 and are subject to change. Fees and charges may be changed with 30 days written notice to user groups. Requested booking times will be reviewed each season. Current and past booking times do not guarantee that the same will apply for upcoming season bookings.

**TERMS AND CONDITIONS OF AGREEMENT**

**1. GENERAL**

- a. Bookings are made through completion of the 'User Agreement Application' on page 9 and associated attachments
- b. Bookings will be reviewed seasonally or as determined by YMCA in writing
- c. Bookings are only valid for the period specified with this Agreement
- d. User Groups are expected to adhere to timeslots as agreed to in this document and its attachments. Bookings must be inclusive of time required for set-up, pack-up, warm-ups, etc
- e. YMCA managed UNSW Fitness and Aquatic Centre reserves the right to reject or cancel bookings if used for any other activity than what is designated in the User Agreement Application
- f. The User Group must abide by all requests made by the YMCA staff in the interests of public and Workplace Health &

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Safety (WHS), and the enjoyment of other users of the facility

- g. User Groups cannot charge entry fees without prior consent, in writing, from Management
- h. Sub-letting of bookings is prohibited. User Group may be back charged the appropriate Fees & Charges as well as cancellation of booking will occur effective immediately
- i. Selling of food/drinks is strictly not permitted
- j. The User Group must ensure that the 'Code of Behaviour' (see section 5 below), as may be amended from time to time, is adhered to at all times
- k. The User Group must agree to abide by and enforce the 'General Code of Conduct for Staff and Volunteers' (taken from the YMCA Safeguarding Children and Young People Policy), a copy of which may be provided before the booking commences
- l. The YMCA managed UNSW Fitness and Aquatic Centre will only be available at times where a YMCA staff member is present
- m. User Groups must not run activities (including income generating activity) that conflict with YMCA managed UNSW Fitness and Aquatic Centre programs, unless written prior consent has been given by Management.

**2. GRANT OF LICENCE**

YMCA hereby grants to the User Group, and the User Group hereby accepts the grant of this limited licence for the non-exclusive right to occupy the YMCA managed UNSW Fitness and Aquatic Centre as follows:

- a. For the term agreed in the User Application Form
- b. The right in common with YMCA and all other occupiers of the YMCA managed UNSW Fitness and Aquatic Centre to use the reception areas, corridors, lavatories and other communal conveniences and areas in the YMCA managed UNSW Fitness and Aquatic Centre throughout the agreed term
- c. The User Group shall use the YMCA managed UNSW Fitness and Aquatic Centre for the purposes set forth in the User Application Form only and shall conduct its activities therein so as not to cause any nuisance, annoyance or inconvenience to YMCA or the other occupiers of the YMCA managed UNSW Fitness and Aquatic Centre or the surrounding buildings
- d. The User Group must, in its use of the YMCA managed UNSW Fitness and Aquatic Centre comply with all applicable laws, statutes, ordinances, orders or requirements of relevant statutory authorities.

**3. FEES, CHARGES AND PAYMENT**

- a. i. All casual hire fees must be paid prior to taking the court for a hire period specified in the User Agreement Form
- ii. Permanent bookings for UNSW User Groups can be invoiced on a monthly basis. An invoice will be issued by the end of the month - YMCA payment terms are 14 days from the date of invoicing
- b. Management reserves the right to apply an additional 'bond' where necessary in addition to a credit card being held on file
- c. User Groups are expected to adhere to timeslots as agreed to in this document and its attachments
- d. Fees and charges are reviewed annually. The YMCA set all fees and charges based on management recommendations and consultation with UNSW
- e. Fees and charges outlined in this agreement are current at the time printing and may be subject to change with 30 days written notice. Refer to fee schedule (Section 14). Fees and charges are inclusive of GST
- f. No fee reduction is given if the activity concludes earlier than anticipated

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- g. User Groups will be charged hourly if usage times exceed the specified booking times
- h. User Groups will be advised of any change to or additional costs associated with usage (e.g. Staffing, security), as soon as possible and prior to being incurred. These will be negotiated and charged to the User Group as appropriate
- i. User Groups are responsible for vacating the building before closing time. If closure of the facility is delayed due to the User Group, an additional hire fee will be applied at a rate of \$40.00 per half hour or time thereof
- j. User Groups may be liable for any additional cleaning or make good/replacement costs which the YMCA is required to pay for, or for breaches of the Code of Behavior or this Agreement
- k. Hirers will be charged based on the details of the booking. It is the group's responsibility to inform the YMCA managed UNSW Fitness and Aquatic Centre of any changes to booking times
- l. Casual hirers will receive a receipt of the payment. Hirers are advised to keep the receipt with them at all times during the hire and if requested produce this receipt to the YMCA staff member
- m. Swimming pool lane hire options available on an agreed schedule between the YMCA and the User Group.

#### **4. CANCELLATIONS**

The following cancellation policy will apply to all bookings;

Permanent Cancellation – Notification of the permanent cancellation of an ongoing booking must be made in writing (letter, email or fax) at least 30 days in advance of the last intended usage date. All outstanding payments must be settled at this point in time.

One-off Cancellation – Notification of one-off session cancellations must be submitted to Centre Management in writing (e.g. email, letter or fax) at least 24 hours prior to the session date/time.

Cancellation Fees – No cancellation fees will apply, as long as the above cancellation requirements are met. Otherwise the full hire fee will be charged.

- a. If bookings in the User Agreement require modification (e.g. change of time or number of courts), notification must be given in writing at least 2 weeks prior to the change. Management will endeavour to accommodate any changes requested
- b. If no notification of change of usage is received then the User Group will be charged as per the agreement
- c. If the regular usage time is unavailable, as required for another purpose, then The User Group will be notified by the YMCA not less than three (3) days prior, so as alternative arrangements can be made by the User Group

YMCA managed UNSW Fitness and Aquatic Centre reserves the right to cancel, reject or alter bookings if they are deemed dangerous or not consistent with objectives or values of the YMCA and UNSW.

#### **5. CODE OF BEHAVIOUR**

User Groups are required to assist management in enforcing the following Code of Behaviour.

- a. User Groups are responsible for the conduct of their members and must ensure they conduct themselves in an appropriate manner. The YMCA encourages access for all people. If any individual or group is not abiding by the facility's conditions of use, or through their behaviour limits the enjoyment of others, Management and staff reserve the right to eject them from the facility
- b. User Groups will ensure that their members adhere to the no smoking and no alcohol policy within the facility. Smoking is not permitted within the building, or within clearly marked non-smoking areas outside the building. Alcohol may not be consumed at the venue. Intoxicated persons will not be granted admission
- c. All User Groups will be required to document, distribute to its members, and provide a copy of an appropriate behavior code to the YMCA managed UNSW Fitness and Aquatic Centre. All players, officials and spectators using the facility must abide by this code. For a sample code of conduct see the Australian Sports Commission website at <http://www.ausport.gov.au>
- d. Animals (with the exception of guide dogs) may not enter the venue

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- e. Food and drink will not be permitted on any playing surfaces
- f. All User Groups are responsible for cleaning their booking area immediately after use
- g. Floors must be free from rubbish
- h. User Groups are asked to ensure that their participants assist in maintaining a clean facility. If the facility is left in an unacceptable condition, the User Group will incur all costs associated with cleaning the facility.

**6. EQUIPMENT & FACILITY USAGE**

- a. Any damage or loss of equipment must be reported to the Duty Manager via reception staff immediately
- b. The User Group must vacate the YMCA managed UNSW Fitness and Aquatic Centre leaving it in the same condition as it was prior to usage (fair wear and tear excepted)
- c. Storage of equipment for UNSW User Groups will be considered on a case by case basis and needs to be approved by YMCA Management
- d. Replacement, including associated costs, of equipment damaged through misuse will be the responsibility of the User Group
- e. Any damage to the courts or irregularities in the court surface must be immediately reported to the Duty Manager via reception staff on site. This includes water, dirt or any item that may pose a health risk to players, officials and spectators
- f. The User Group shall not obstruct in any way corridors, passages, halls, elevators, fire exit doors and fire stairways relating to the building.

**7. FILMING and PHOTOGRAPHY**

The use of cameras and video cameras at this venue is conditional upon the following:

- a) You must have all relevant individuals' consent to use images
- b) It is illegal to broadcast or publish images without written consent form from YMCA managed UNSW Fitness & Aquatic Centre. Please seek Management approval for any Filming or Photography in the facility premises
- c) Under no circumstances are cameras, video cameras or mobile phones to be used in change room areas.

**8. CHILD PROTECTION POLICY**

- a) Immediately report concerns or allegations of child exploitation and abuse to the NSW police on 000 then call NSW Child Protection Hotline on 132 111
- b) Treat children with respect regardless of race, colour, gender, language, religion, political or other opinion, national, ethnic or social origin, property, disability, birth or other status
- c) Ensure that another adult is present when working in the proximity of children
- d) Use any computers, mobile phones, video cameras, cameras or social media appropriately, and never to exploit or harass children or access child exploitation material through any medium not use physical punishment on children
- e) Not hire children for domestic or other labour which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities, or which places them at significant risk of injury
- f) Comply with all relevant Australian and NSW legislation
- g) All User Groups who have participants under the age of 18 are required to have a current Work with Children Check clearance certificate.

**9. INSURANCE LIABILITY**

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All Clubs, associations, and commercial bookings must maintain public liability insurance cover to the value of no less than \$5 million at all times. Proof of cover (i.e. Certificates of Currency), must be provided annually and be attached to the booking application. (Note: Not-for-profit, community groups without public liability insurance, must seek such insurance through an appropriate scheme for such groups. Contact the government department of sport in your State for more information).

- a. The YMCA managed UNSW Fitness and Aquatic Centre will ensure that the facility and equipment provided to our User Groups comply with Workplace Health and Safety standards, and will also ensure that the playing surface and equipment is fit and safe for a playing environment;
- b. The User Group must offer participants individual player insurance, where applicable;
- c. To the extent permitted by law, the User Group must indemnify the YMCA, from all actions, claims, penalties, demands, cost, expenses or damages in any way related to any act or omission of the User Group, or person/s acting on the User Group's behalf, in respect to the use of services and facilities of the centre, provided the playing area has complied with Workplace Health and Safety standards.

**10. CONDITIONS FOR USE OF SWIMMING POOL:**

- a. Pool casual entry fee applies for each person in addition to lane/pool hire charge for all bookings
- b. Suitable clothing must be worn at all times and suitable swim suits must be worn when swimming
- c. No running, pushing, dangerous diving or bombing
- d. No ball games allowed except during organized booked sessions and supervised by an adult
- e. No bottles or glassware allowed inside the complex
- f. No glass spectacles allowed in the pool
- g. No smoking or eating allowed inside the pool complex. Drinking of water or sports drinks is permitted provided they are in plastic containers.
- h. No lanes hired or otherwise, may be used for the purpose of private tuition or coaching/learn to swim or group activities whether paid or not
- i. As per GSPO guidelines pool supervision must be at a minimum of 1 Lifeguard to 100 bathers. The user group must advise management of the number of participants attending the booking to ensure adequate pool supervision.

**Special Regulations (for example Water polo, Underwater Rugby, Scuba Divers, etc).**

- a. The pool will be set up by the hirer during the booked time
- b. At the end of the session water polo goals, if used, must be removed from the pool (with care), lane ropes placed back in their regular position and backstroke flags placed back in position
- c. Scuba divers must have booties on at all times and must NOT drop weights on the pool floor, take care when entering/exiting the pool so tanks do not hit the side of the pool
- d. Any damages caused will be paid for by the hirer;

**11. EMERGENCY PROCEDURES AND FIRST AID**

- a. At your first booking you will be inducted in the Centre's Emergency Evacuation Procedures

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- b. In the event of an emergency, a member of the User Group must alert a staff member immediately and follow directions from the Duty Manager/Chief Warden present
- c. If an evacuation may be necessary, a series of beeps will alert patrons to stand by for further information
- d. If an evacuation is determined, an announcement will be made for patrons to quickly and calmly make their way to the nearest emergency exit. At this time the beep signals will change to a louder, more pronounced, whooping tone. Please assemble as per the emergency exit maps located throughout the building to the designated assembly point
- e. All injuries and incidents that occur within the centre must be reported to the Duty Manager via reception desk as soon as is practicable and appropriate, an incident report form must be completed. If an ambulance is required, a person responsible for the booking must advise the Duty Manager via reception desk
- f. First aid qualified staff will be available during Centre operating hours to assist with any injury, incident or emergency.

**12. MARKETING AND FUNDRAISING**

- a. Management must approve all promotional and fundraising activities occurring within the facility
- b. The sale of items by the User Group as fundraising activities is acceptable by management provided it does not directly compete with products or services already offered by the Centre or its lessees
- c. Any signage erected for advertising the User Group's service must be approved by YMCA Management unless the information is regarding schedule of games/fixtures/results. Only approved advertising/information can be displayed on designated notice boards. Notices cannot be displayed on glass or walls throughout the facility
- d. The facility will provide generic information to new customers regarding User Groups. It is the responsibility of the User Group to maintain an up to date contact list
- e. In order to communicate with the public regarding services offered at the YMCA managed UNSW Fitness and Aquatic Centre we ask that you complete a brief outline of your services in the Scope of Activity Section 16 of the Agreement.

**13. PRIORITY OF BOOKINGS**

A priority booking procedure is in place according to the following events and programs in order of highest to lowest priority;

1. YMCA/UNSW Management Agreement service delivery requirements
2. UNSW Student groups, clubs and associations
3. UNSW Staff groups and associations
4. Mix of UNSW Student/Staff and external groups and associations
5. External groups and associations

\*Proof of UNSW Student/staff ID must be provided prior to booking confirmation

As best as we can Centre Management will endeavour to give User Groups a minimum of three (3) day notice of any alterations or cancellations of normal bookings in order that disruptions of activities are minimised.

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**14. FEE SCHEDULE 2018**

ACTIVITY	UNSW Student / College / Faculty / Club	UNSW Student / College / Faculty / Club	NON-STUDENT
	OFF-PEAK RATE	PEAK RATE	FLAT RATE
Stadium (per court per hour (e.g. Basketball, Futsal)	\$44.00	\$55.00	\$77.00
Squash (per court per hour)	\$17.00	\$22.00	\$27.00
Badminton (per court per hour)	\$22.00	\$27.00	\$33.00
Judo / Archery / Multipurpose room (per room per hour)	\$44.00	\$55.00	\$77.00
Swimming Pool Lane Hire*	\$39.00	N/A	\$44.00

Off-peak: prior to 4pm weekdays.

Peak: after 4pm weekdays & all weekend.

\* Peak and Off-peak rates do not apply to Swimming pool lane hire

\* Swimming pool lane hire options available on an agreed schedule between the YMCA and the User Group

\* Further information on alternate booking options available on request

**15. INDEPENDENT CONTRACTORS**

Nothing contained in this Agreement shall be deemed or construed by the User Group, the YMCA, or any third party as creating a relationship of partnership or of principal and agent or of joint venture between the parties. The parties agree that their relationship is only the relationship of licensor and licensee, upon the terms and conditions only as provided in this Agreement.





## 16. USER AGREEMENT APPLICATION

I, the undersigned, have read the Terms and Conditions of this Facility User Agreement and agree that the below mentioned organisation/group will use the in accordance with the YMCA managed UNSW Fitness and Aquatic Centre conditions contained in this Agreement. I further authorise the staff of the YMCA to obtain medical and/or ambulance assistance in the case of an accident or emergency involving the applicant and I agree to bear all costs thereby incurred.

Name of Organisation/Group: \_\_\_\_\_

Scope of Activity: \_\_\_\_\_

Address of Organisation/Group: \_\_\_\_\_

Name(s) of representative (s): \_\_\_\_\_

Position(s) held: \_\_\_\_\_

Contact Telephone: BH \_\_\_\_\_ AH \_\_\_\_\_

Contact Email: \_\_\_\_\_

Signature of representative (s): \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

YMCA Staff Member

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

*The YMCA acknowledges and respects privacy of individuals. The information that is being collected on this document is for the purposes of processing your facility booking, providing you with updated information, collecting statistical data for assisting us improve our services to you. The intended recipients of this information are the YMCA, its staff and contracted service providers as part of your relationship with the YMCA. You have the right to access and alter personal information concerning yourself in accordance with the Commonwealth Privacy Act (Amended 2001) and YMCA Privacy Policy. The YMCA may also provide promotional material from our strategic partners, or any other third party, if you do not wish to receive third party promotional information please tick the "OPT OUT" box below and return this to the YMCA. Your name will be removed from the mailing list within a reasonable period of time. OPT OUT*

## OFFICE USE ONLY:

*The original copy of this agreement will be kept on-site and a photocopy will be given to the User Group, if requested.*

- User Agreement completed & signed
- Current copy of Public Liability Insurance Certificate received
- Induction Emergency Procedures provided & understood
- General Code of Conduct for Staff and Volunteers (from YMCA Safeguarding Children & Young People Policy) provided
- Guidelines for Unsupervised Group in YMCAs provided (if relevant)

## 17. EMERGENCY CONTACTS

In the case of any emergency, UNSW Security can be contacted on 9385 6666

YMCA managed UNSW Fitness and Aquatic Centre Reception can be contacted on 9385 4881

Failure to comply with any of the Conditions of Use outlined in this agreement will result in the cancellation of your booking.