



Gymnastics
Western Australia

GYMNASTICS WA 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 Gymnastics WA (GWA) operational guidelines.

Definitions

- GWA is Gymnastics WA, or its designate.
- SGC means the State Gymnastics Centre at Loftus Recreation Centre, 99 Loftus Street, Leederville WA 6007 operated by GWA.
- Manager means the Manager of the SGC, being the Executive Director of GWA or his / her designate.
- Agreement means the written User Agreement entered onto between GWA 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

GWA 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 GWA 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.

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Sponsors Healthway, Go for 2&5, Western Australian Institute of Sport, Department of Sport and Recreation
Gymnastics Western Australia ABN 35 014 656 688

Safety

- At least one GWA registered coach and First Aid certificate holder must be in attendance for all sessions conducted by the User at the SGC.
- All coaches and User group personnel must comply with the requirements of the Working With Children's Check Legislation.
- All breakages and damages must be entered in the Incidents 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 Incidents Register and reported to the Manager as soon as possible (within 48 hours).
- Loftus Centre (Belgravia Leisure) 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, stairways or driveways 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

- GWA shall provide reasonable lighting, power and cleaning.
- 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 Gymnasium Halls.
- GWA offices will be out of bounds at all times, unless conducting business with the staff of GWA.
- A telephone will not be available at the SGC, the User must make other arrangements.
- Equipment must be left in a standard format 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 of 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 attachment 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

GWA 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 calls out 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 terminations of the Agreement between the User and GWA.

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.

Gymnastics WA's Right of Entry

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

Termination and Delivery of Notices

GWA may terminate the Agreement for any breach of the same or upon insolvency of the User with seven day's notice. GWA 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 GWA's obligations to the User are delayed, prevented or rendered impractical by an of the following events to be to the extent such an event is beyond reasonable control; fire, flood, riot, earthquake, strike by GWA Employees, civil commotion, 'Act of God', or any law, ordinance, rule or regulation, which becomes effective after the date of the Agreement, GWA may elect to an 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 GWA.

Authority

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

Disclaimer

GWA 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.