Wanneroo Aquamotion Conditions of Hire

1. Advertising & Signage

1.1. Signage and other material including posters and flyers are subject to the approval of the City.

2. Alcohol & Gaming

2.1. The Hirer is responsible for ensuring that all Liquor and Gaming Licences necessary for

The booking are in place, and that alcohol is not consumed on the premises without a valid Liquor Licence and prior approval from the City

3. Applications & Confirmations

3.1. All applicants must be at least 18 years of age and show proof of age if requested

3.2. Approved Hirers may not transfer the right to hire to another person or organisation

3.3. All bookings are tentative until a booking confirmation email is received from the City

3.4. All bookings are for the facilities/ resources specified in the hire contract/ tax invoice. Wanneroo Aquamotion reserves the right to refuse the use of any asset of the City not stipulated on the Fees and Charges.

3.4. Hirers shall comply with Local Government and Public Property Local Law 1999

3.5. The City of Wanneroo reserves the right to refuse to let a facility or any portion thereof without assigning any reason for refusal

3.6. In the event of several applications for the hire of any portion of the facility, the City reserves the right to determine which application the hiring shall be granted, except when renewing existing bookings (subject to meeting application deadlines)

4. BBQ

4.1. We have two public BBQs that our patrons are very welcome to use at any time.

4.2. To ensure a BBQ is available for your function, please enquire about booking it exclusively to you at no extra charge.

4.3. If you plan to utilise the BBQ, be aware that we do not provide cooking utensils etc. and you will need to bring your own. Please also be prepared to clean the BBQ before and after use as our BBQ is a public BBQ.

5. Bonds

5.1. All bonds are due 14 days prior to the booking date. Failure to pay the bond by this date may result in the immediate cancellation of booking

5.2. All or part of the bond may be forfeited if the Conditions of Hire are not adhered to

5.3. Bonds will be refunded via cheque to the person named on the bond receipt

5.4. The Hirer is responsible for notifying the City of any damages prior to the booking

5.5. Any hire, cleaning, staff, or damage fees in addition to the latest issued Wanneroo Aquamotion Booking Contact / Tax Invoice as a result of the booking may be deducted from the bond

6. Cancellation & Alterations

6.1. The City of Wanneroo reserves the right to cancel or amend any bookings at any given notice but will provide as much written notice as possible

6.3. For all bookings made via the Aquamotion Pool Lane or Space Booking Form (in agreement of

the Aquamotion Facility Hire Contract/Tax Invoice) cancellation and/or alteration requests must be received in writing via email to wannerooaquamotion@wanneroo.wa.gov.au more than 48 hours before the booking date. Failure to provide at least 48 hours written notice will result in the hire fees being charged.

7. Cleaning & Housekeeping

7.1. Tables and chairs must be cleaned and wiped down after each use and returned to the correct storage area by the Hirer. Chairs must be stacked no more than 10 high.

7.2. All decorations must be removed after the completion of booking. No decorations are to be fixed to fans, air conditioners or heating appliances.

7.3. Posters, flyers and other advertising material cannot be displayed without prior consent of the City. Where approved, material must be taken down at the immediate completion of the booking. Failure to do so will result in the disposal of such material

7.4. Hired facilities and equipment must be left clean and as found immediately after use

7.5. All cleaning products and equipment required must be arranged by the Hirer

7.6. Any required cleaning must be completed by the Hirer within the agreed hours of hire

8. Closure Of Facilities / Breakdowns

8.1. Facilities may be closed down at any time by City of Wanneroo Officers or Police Officers should the Conditions of Hire not be maintained or adhered to

8.2. The City reserves the right to close part or all of Wanneroo Aquamotion at any time to facilitate maintenance or WSH requirements

8.3. In the event of a breakdown in services, utilities, equipment etc., no responsibility will be accepted by the City of Wanneroo

9. Fees

9.1. All hire fees, staff fees, and bonds are per the City's Schedule of Fees and Charges and are payable in full prior to the commencement of the booking or as per the payment schedule listed in the Wanneroo Aquamotion Hire Contract/Tax Invoice

9.2. Failure to pay hire fees within 30 days of the due date may result in the suspension and/or cancellation of current and future bookings

9.3. Applications to waive fees and charges will be considered under the City's Donations, Sponsorships and Waiver of Fees and Charges Policy

9.4. Staff fees are charged for all additional staff members required for the booking, and for any hours worked outside the Aquamotion’s normal operating hours, including time spent staff cleaning, fixing, or reporting items as a result of the booking

10. Food And Drinks

10.1. Oasis Community Cafe is operated externally and has catering options available.

10.2. You are permitted to bring in your own drinks and food however it must be prepared at home and NOT be branded (e.g. McDonalds, Chicken Treat, KFC etc.) unless approved by Wanneroo Aquamotion prior.

10.3. Alcohol is strictly not allowed at the Centre, in accordance with the Liquor Control Act 1988 and drinking in public places.

10.4. Please be aware that failure to comply with this condition, will result in refusal of entry and may result in Police action (under section 155, Liquor Control Act 1988). Glassware is also not permitted at the Centre.

11. General

11.1. Hirers and all associated patrons shall comply with the Wanneroo Aquamotion's Conditions of Entry and Code of Conduct at all times

11.2. Smoking is prohibited inside or within 5m of any doorway of the Wanneroo Aquamotion.

11.3. Failure to adhere to these Conditions of Hire and all parts or documents referenced therein, may result in booking cancellations and/or additional hire fees and/or deduction(s) from any bond monies paid

11.4. These Conditions of Hire are subject to change at any time and will be provided to Hirer's via email if/when they are changed

12. Hired Facilities & Booking Times

12.1. Hirers and associated persons are not permitted to access any non-hired area (excluding walkways/viewing areas and amenities) and are not permitted to access hired areas outside of agreed booking times.

12.2. Hirers cannot access hired facilities before the agreed booking start time and must vacate the hired facility at the booking end time, or as per City staff's request. Failure to do so will result in applicable hire fees being charged.

12.3. Hirer's must report to reception at each booking and if a non-invoiced booking to make payment before entering hired facilities

12.4. The City reserves the full right to terminate the booking at the original agreed time

12.5. The curfew for bookings at Wanneroo Aquamotion is the Stadium's regular operating hours unless prior written approval has been given by the City through the Wanneroo Aquamotion Hire Contract/Tax Invoice book outside these times

13. Noise

13.1. All noise levels must be controlled by the Hirer and must comply with the Environmental Protection (Noise) Regulations 1997

13.2. The costs of an Environmental Health "call out" to the facility or reserve during its period of use shall be deducted from the hirer's bond

13.3. Complaints received from neighbouring properties may jeopardise future bookings

13.4. Where noise levels are deemed too excessive by the City staff member on duty and is not corrected by the Hirer, the City reserves the full right to shut down the booking immediately. No refunds will be given in this instance.

13.5. Hirer's must consider fellow Wanneroo Aquamotion users in regard to noise and must rectify the issue if the noise is deemed excessive by the City staff member on duty

14. Parking & Traffic Management

14.1. The obstruction of emergency vehicle bays is strictly prohibited at all times

14.2. Parking must be within the designated parking bays

15. Party Decorations

15.1. You are welcome to bring in your own balloons, tablecloths and other party decorations (foil balloons and streamers) as long as you take home whatever you brought in with you.

16. Pool Inflatable

16.1. Wanneroo Aquamotion offers exclusive hire of their Pool Inflatable for $250.00 per hour which includes two Lifeguard for two hours for set-up, supervision and pack-up.

16.2. The Pool Inflatable is available for children between 5 and 15 years of age only.

16.3. Maximum height restrictions of 1.5m apply to the users of the inflatable.

16.4. Due to facility programs and lane availability, hire of the Pool Inflatable is subject to availability and should be requested via the online form or contacting the facility on 9405 5999.

17. Safety

17.1. Hirers are responsible for the safety of all persons associated with their booking

17.2. The capacity of each area of the facility shall not be exceeded at any time as per the stadium's Health Regulations (Public Buildings) 1992 Certificate of Approval

17.3. The Hirer shall comply with the provisions of the Health Act, Liquor Act, Police Act and Criminal Code, or any other Act in force

17.4. For events and large-scale bookings where instructed, Hirer's shall ensure licensed crowd control staff is present at a ratio of 1:50 patrons

17.5. The Hirer is responsible for maintaining the safety of hired facilities shall keep risks as low as reasonably practicable and immediately alert a City staff member on duty

17.6. Hirers are responsible for the safety of activities being undertaken

18. Special Conditions

18.1. Any special conditions relating to the facility will be set out in the Wanneroo Aquamotion Hire Contract/Tax Invoice

19. Storage & Hirer's Equipment/Possessions

19.1. Storage of items must be approved by Wanneroo Aquamotion

19.2. Hirers shall maintain the cleanliness of their hired storage area

19.3. The storage of alcohol and gas bottles within the stadium is strictly prohibited

19.4. The City accepts no responsibility for loss, damage or theft of any items left in storage or other areas within the stadium. All items are left at the Hirers own risk

19.5. The City reserves the right to cancel and alter storage agreements at any time

19.6. All hirer's equipment and property is to be removed from Wanneroo Aquamotion on the completion of the booking, unless prior approval has been given by the City.

19.7. The City accepts no responsibility for the loss, damage, or theft of any items left at Wanneroo Aquamotion by the Hirer or its subsidiaries. Hirers are not permitted to erect or install any equipment without prior approval from the City

20. Supervision Ratios

20.1. The required ratios for supervision are as follows for children under five years of age;- Maximum of 1:10 ratio for supervision on all dry-side activities (including the Splash Pad)- Maximum of 1:4 ratio for supervision in all aquatic activities

20.2. Children between five and 10 years of age require constant Adult supervision whilst within the centre at a ratio of no greater than 1:10. Persons of poor swimming ability will be removed from the water regardless of age if direct supervision is not maintained.

21. Watch Around water

21.1. Wanneroo Aquamotion is a Watch Around Water endorsed facility.

21.2. Children under five years of age in the Leisure and Lap Pool must be within arms' reach of an adult at all times.

21.3. Children under five years of age utilising the Splash Pad require direct supervision at all times.

21.4. Children between five and 10 years of age must be constantly supervised by an adult at all times