LAKESIDE RECREATION CENTRE
TERMS AND CONDITIONS OF HIRE 2025

These terms and conditions are a wholly incorporated extension of the Lakeside Recreation Centre (Lakeside) Hire Agreement (the Agreement), which are designed, to give the Hirer a clear and descriptive understanding of the Hirer's responsibilities.

Definitions

- Lakeside is Lakeside Baptist Church trading as Lakeside Recreation Centre, or it's designate.
- Centre is the facility or part thereof of the Lakeside Recreation Centre.
- Centre Manager means the Centre Manager, or their designate of Lakeside.
- Agreement means the written Lakeside Hire Agreement entered into between Lakeside and the Hirer.
- Hirer is as defined in the Agreement and shall include all servants, agents, contractors and invitees of the Hirer.

Authority

- The Centre Manager shall have full responsibility for the operations of the Centre and shall act on it's behalf on all matters of management, supervision and control of these premises.

Insurance

- Lakeside may direct the Hirer to obtain and maintain the following insurances:
  - Professional Indemnity 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 Hirer.
  - Personal Accident cover in respect of volunteers.

Booking and Assignment

- The booking is confirmed, after Hire Agreement Form (signed by Lakeside designate) has been signed by the Hirer and returned to Lakeside.
- The Hirer may not assign the rights conferred by the Agreement or permit the use of any part of the Centre by any party other than by the Hirer.

Hire Charges

- If not required in advance, the hirer will be required to pay the hire, at the prescribed rate and within 7 days of the receipt of an invoice.
- For casual Hirers, payment must be received prior to the commencement of the booking.
- Hire charges are subject to review on the 1st January each year.

Suitability of Premises

- It is the duty of the Hirer to ensure that the premises are suitable for the purpose contemplated by the Hirer.
- Room Area and Capacities

Room	Area	Maximum Accommodation
Stadium 1 (Court 1 and 2)	1607m2	630
Stadium 2 (Court 3 and 4)	1378m2	350
The Hub	191.4m2	210
Circuit Room	84m2	50
Studio	Main Area – 51.24m2 Storage Rooms – 16.48m2	50
Crèche Room	66m2	30

Risk

- The Hirer uses Lakeside and its facilities, at its own risk.
- All property brought onto the premises by the Hirer shall be at the Hirer's sole risk.

Indemnification

- The Hirer shall indemnify Lakeside against all losses whatsoever arising from the Hirer's use of the premises.

Misplaced, Lost, Stolen or Abandoned Property

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

Compliance with Laws

- The Hirer shall promptly comply with all laws whatsoever, and wherever applicable, all directions of government authorities and these terms and conditions.
- Where the Hirer provides service to children or young people (under 18 years of age) they shall be committed to upholding the Child Safe Standards identified by the Royal Commission into Institutional Responses to Child Sexual Abuse. Lakeside reserves the right to request evidence that Child Safe Standards are adopted and implemented.

Objectionable Use or Behaviour

- Any use of the Centre, which is a violation of any laws, shall be a violation of the agreement and shall be grounds for immediate termination of the same.
- Any person whose conduct is objectionable, disorderly or disruptive to Lakeside or the Centre, or in violation of any law, shall be refused entrance or shall be immediately ejected from the Centre.

Security

- At all times of Hire a Lakeside Designate shall be onsite, unless an agreement is made for the Hirer to have independent access; in such cases:
    - When using rooms and facilities away from the main entrance, after disarming the alarm system, ensure that the front doors are locked
    - The Hirer will be responsible for securing the building/area at the closure of their sessions. All locks (windows, doors and padlocks) must be secured and alarm set at closing. Breaches of this will require the Hirer to pay for security service call out and other associated costs such as theft and vandalism arising as a result of the breach.
- The Centre's offices are out of bounds at all times, unless conducting business with staff of Lakeside.
- User acknowledges that Lakeside has CCTV in use across public areas.

Oversight

- At least one Office Holder of the Hirer group must be in attendance for all sessions conducted by the Hirer at the Centre.
- All accidents, breakages and damages must be reported to the Centre Manager as soon as possible. Where fault is determined to lay with the Hirer a charge will be applied for repairs or replacement.

Lakeside's Right of Entry

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

Utilities

- Lakeside shall provide reasonable lighting and power.
- A telephone will not be available at the Centre, the Hirer must make other arrangements.
- Equipment must be left in the standard format at the end of each session, unless otherwise directed by management.
- The Hirer must ensure that the rooms and facilities hired are clean and tidy before leaving. If the Hirer does not comply, the Hirer will accept responsibility, and pay for the cost of, any additional cleaning required.
- Free Wi-Fi is available onsite; the password can be made known to the Hirer on arrival by speaking to Reception.
    - As there is no IT staff onsite we recommend the Hirer have a hot-spot back up in the case of major network issues. Duty Managers will have training to solve basic issues that may arise.

Safety

- It is the responsibility of the Hirer to familiarise itself and its servants, agents, contractors and invitees with the safety procedures and regulations governing the Centre.
- The Hirer 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 Hirer, 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.

Signs, Posters and Attachments

- The Hirer shall not permit any of the following without prior approval of the Centre Manager:
  - Fastening of nails, hooks, adhesive fasteners or tape, tacks or screws.
  - Attachment of signs, posters or any advertising/promotional material inside or outside the Centre.
  - Any fastening or attachment tending to injure or deface the premises.
- The Hirer shall meet any expense associated with the removal of any such approved attachments.

Alcohol

- Alcohol is not permitted in the Centre's precincts.

Force Majeure

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

Notice of Cancellation

- Casual Hirers are required to give 1 month notice of cancellation
  - More than 1 week (7 days) notice: No fee
  - Less than 1 week (7 days) but more than 2 days notice: 20% Total Hire Cost
  - Less than 2 days but more than 24hrs notice: 50% Total Hire Cost
  - Less than 24hrs notice: 100% Total Hire Cost
- Long Term Hirers are required to give 1 months' notice of cancellation of Complete Hire Agreement
  - More than 1 months (30 days) notice: No fee
  - Less than 1 months (30 days) but more than 2 weeks (14 days) notice: 20% Total Hire Cost
  - Less than 2 weeks (14 days) but more than 1 weeks (7 days) notice: 50% Total Hire Cost
  - Less than 1 weeks (7 days) notice: 100% Total Hire Cost
  - For cancellation of a single booking date the Casual Hirers notice will apply
  - All Long Term Hire Agreements will receive a new contract at the start of the year

COVID-19

- If the Centre becomes unavailable due to Government Mandated Closures due to COVID-19 the above Cancellation Policy applies. Any payment taken will be given as a credit for Future Hire.

Termination and Delivery of Notices

- Lakeside may terminate the agreement for any breach of the same or upon the insolvency of the Hirer with seven days' notice. Lakeside may terminate immediately without notice in the case of a serious breach.
- All notices shall be in writing and delivered personally or by post.

Disclaimer

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

LAKESIDE
where it's more than a game