



UWA Water Polo Club

Water Polo Pool – Hire Terms & Conditions

These Terms & Conditions apply to the hire and use of the UWA Water Polo Club (UWAWPC) Water Polo Pool and associated facilities.

By making or confirming a booking, the hirer agrees to these Terms & Conditions.

1. Bookings

All bookings are subject to availability and confirmation by UWAWPC.

A booking is not considered confirmed until UWAWPC has accepted the booking.

The hirer must ensure that all information provided in relation to the booking, including the nature of the activity, expected participant numbers and requested facilities, is accurate.

UWAWPC reserves the right to decline a booking where the proposed activity is unsuitable for the facility or may adversely affect the safety, operation or condition of the pool.

2. Hire Period

The hire period is the time confirmed by UWAWPC and includes any time required by the hirer for set-up, warm-up, pack-down or other activities requiring access to the pool or pool deck.

Hirers must not enter or use the booked area before their allocated time without approval from UWAWPC and must vacate the area promptly at the conclusion of their booking.

Additional time used beyond the confirmed booking period may be charged to the hirer.

3. Hire Fees

Hire fees will be advised by UWAWPC and may vary depending on the type of booking, duration, facilities required and nature of the activity.

UWAWPC reserves the right to review and amend its hire fees from time to time.

Any agreed rate for an existing booking will apply unless otherwise agreed between UWAWPC and the hirer.

4. Pool Entry Fees

Pool hire charges do not necessarily include entry to the facility.

UWAWPC reserves the right to charge separate entry fees for players, participants and/or spectators attending the facility.

Where entry fees apply, the hirer will be advised of the applicable arrangements.

UWAWPC may determine whether entry fees are collected directly from attendees or invoiced to the hirer.

5. Payment and Invoicing

Payment terms will be specified on the relevant invoice or booking confirmation.

Regular hirers may be invoiced periodically by arrangement with UWAWPC.

The hirer is responsible for ensuring that invoices are paid by the due date.

UWAWPC may suspend or decline future bookings where amounts remain overdue.

6. Cancellation – Standard Bookings

For normal training, competition, school or casual pool bookings:

More than 7 days' notice:

No cancellation fee.

Between 48 hours and 7 days' notice:

50% of the applicable hire fee may be charged.

Less than 48 hours' notice:

100% of the applicable hire fee may be charged.

Non-attendance:

The full hire fee may be charged where the hirer does not attend a confirmed booking without providing notice.

UWAWPC may waive or reduce a cancellation fee at its discretion where exceptional circumstances apply.

7. Carnivals, Events and Major Bookings

Bookings involving carnivals, tournaments, school events, exclusive or substantial use of the facility, or other major events may require UWAWPC to reserve significant pool time and decline other bookings.

Unless different cancellation terms are agreed in writing, the following applies:

More than 30 days' notice:

No cancellation fee.

Between 14 and 30 days' notice:

25% of the applicable hire fee may be charged.

Between 7 and 14 days' notice:

50% of the applicable hire fee may be charged.

Less than 7 days' notice:

100% of the applicable hire fee may be charged.

UWAWPC may also require a deposit to confirm a carnival, event or major booking. Any applicable deposit arrangements will be advised at the time of booking.

8. Changes to Bookings

Requests to alter a booking date, time or duration will be accommodated where reasonably possible but are subject to availability.

A significant change or a change requested at short notice may be treated as a cancellation of the original booking.

Where UWAWPC is able to transfer the booking to another suitable time without loss or disruption, UWAWPC may waive any applicable cancellation fee.

9. Regular and Recurring Bookings

Where a hirer has a regular or recurring booking, each scheduled session is considered an individual booking for cancellation purposes.

Regular booking arrangements do not guarantee ongoing access to the same dates or times beyond the period confirmed by UWAWPC.

Repeated cancellations, non-attendance or substantial changes to an agreed schedule may result in UWAWPC reviewing, modifying or cancelling the ongoing booking arrangement.

10. Supervision and Safety

The hirer is responsible for the appropriate supervision of all participants under its control.

The hirer must ensure that coaches, teachers, supervisors and other responsible persons hold any qualifications, accreditations or clearances required for the activity being undertaken.

The hirer must ensure participants are capable of safely undertaking the booked activity.

Children and young people must be appropriately supervised at all times.

UWAWPC staff or representatives may intervene or stop an activity where they reasonably consider that an unsafe situation exists.

11. Lifeguards and Qualified Personnel

Where a lifeguard, pool supervisor or other qualified person is required by UWAWPC, applicable regulations, insurance requirements or the nature of the activity, the hirer must comply with those requirements.

UWAWPC may require the hirer to provide evidence of relevant qualifications before permitting an activity to proceed.

Where UWAWPC provides additional personnel for a booking, additional charges may apply.

12. Insurance

UWAWPC may require hirers to maintain appropriate public liability insurance and any other insurance reasonably required for the activities being conducted.

Evidence of insurance may be requested before a booking is confirmed or before access to the facility is permitted.

The hirer remains responsible for ensuring its activities, participants, employees, contractors and volunteers are appropriately insured.

13. Compliance with Laws and Requirements

The hirer must comply with all applicable laws, regulations, safety requirements and directions relating to its use of the facility.

The hirer must also comply with all reasonable directions given by UWAWPC representatives concerning safety, facility operation and conduct.

14. Pool Rules

All hirers, participants and visitors must comply with UWAWPC pool and facility rules.

Running, dangerous behaviour, inappropriate use of equipment or conduct that may place another person at risk is prohibited.

Glass containers and other items that may create a hazard must not be brought onto the pool deck.

UWAWPC reserves the right to remove or refuse entry to any person whose conduct is unsafe, inappropriate or disruptive.

15. Water Polo and Pool Equipment

Use of goals, lane ropes, balls, caps, scoreboards, timing equipment or other UWAWPC equipment is only included where agreed as part of the booking.

Equipment must only be used for its intended purpose.

The hirer must not move, alter or remove fixed equipment without permission from UWAWPC.

Equipment must be returned to its designated location following use.

16. Damage

The hirer is responsible for any damage to the pool, pool liner, buildings, fixtures, equipment or other UAWPC property caused by the hirer or its participants, employees, contractors, volunteers or guests, other than reasonable wear and tear.

The hirer must immediately report any damage to a UAWPC representative.

UAWPC reserves the right to recover reasonable repair or replacement costs from the hirer.

17. Pool Liner

The pool has a specialist liner which can be damaged by inappropriate equipment or activities.

Nothing may be placed, dragged, anchored or used in the pool in a manner that may damage the liner.

The use of non-standard equipment, temporary structures, anchors, weights or other objects in the pool requires prior approval from UAWPC.

18. Cleanliness and Waste

The hirer must leave the pool deck and any other areas used in a clean and tidy condition.

All rubbish and equipment associated with the hirer's activities must be removed or placed in designated areas at the conclusion of the booking.

Additional cleaning costs may be charged where a facility is left in an unreasonable condition.

19. Food and Beverages

Food and beverages may only be consumed in areas permitted by UAWPC.

The hirer is responsible for ensuring that its participants and guests comply with any restrictions applying to food, beverages and containers within the facility.

20. Access and Security

Access to the facility must be through entrances designated by UAWPC.

Hirers must not provide keys, access codes or other security information to unauthorised persons.

Where a hirer is provided with keys or other access devices, they remain the property of UAWPC and must be returned when requested.

The hirer must ensure gates and restricted areas are appropriately managed during its booking.

21. Spectators and Visitors

The hirer is responsible for the conduct of its participants, spectators, guests and other persons attending in connection with its booking.

Spectators must remain in designated areas and comply with directions from UAWPC representatives.

UAWPC may limit spectator numbers or access to particular areas where required for safety or operational reasons.

22. Parking and Surrounding Facilities

A pool booking does not guarantee parking or exclusive use of surrounding facilities unless specifically agreed.

Hirers and their attendees must comply with applicable parking conditions and must not obstruct access roads, gates, emergency access or neighbouring facilities.

23. Weather

Bookings will generally proceed in normal weather conditions, including rain.

Where weather conditions make use of the pool unsafe, including lightning, severe storms or other hazardous conditions, UAWPC may suspend or cancel activities.

Where UAWPC determines that the pool cannot safely be used, the affected hire period will not be charged or, where already paid, may be refunded or credited.

Where the pool remains available and UAWPC has not determined that conditions are unsafe, a hirer's decision not to proceed because of weather will be treated as a cancellation by the hirer and the applicable cancellation policy will apply.

24. Pool Closure and Water Quality

UAWPC may close the pool where necessary because of water quality, contamination, plant or equipment failure, maintenance, safety concerns or any other circumstance that makes continued operation inappropriate.

Safety and water quality requirements take priority over confirmed bookings.

Where UAWPC closes the pool, the hirer will not be charged for the affected hire period.

25. Emergency Situations

All hirers must comply immediately with emergency instructions provided by UAWPC representatives, emergency services or facility personnel.

The hirer must ensure that its responsible personnel are familiar with relevant emergency procedures and know how to contact emergency services if required.

Any accident, injury or significant incident occurring during a booking must be reported to UAWPC as soon as practicable.

26. Photography and Filming

Any photography or filming undertaken by the hirer must comply with applicable laws, safeguarding requirements and the hirer's own policies concerning children and young people.

Commercial filming, professional photography or use of the facility for promotional or commercial production purposes requires prior approval from UAWPC.

27. Commercial Activities

A pool hire booking does not automatically provide permission to conduct commercial activities, sell products or services, undertake fundraising, display advertising or operate food or beverage services at the facility.

Prior approval from UAWPC is required for these activities.

28. Sub-Hiring and Transfer of Bookings

A booking may not be transferred, assigned or sub-hired to another organisation or person without prior approval from UAWPC.

The organisation or person named on the booking remains responsible for the booking unless UAWPC agrees otherwise in writing.

29. Conduct

UAWPC expects all persons using the facility to behave respectfully towards participants, officials, staff, volunteers and other facility users.

Abusive, threatening, discriminatory, dangerous or seriously inappropriate behaviour will not be tolerated.

UAWPC reserves the right to require a person to leave the facility and may terminate a booking where conduct warrants doing so.

30. Cancellation by UAWPC

UAWPC reserves the right to cancel, suspend or modify a booking because of:

- pool or facility closure;
- water quality or safety concerns;

- plant or equipment failure;
- emergency maintenance;
- severe weather;
- safety or security concerns;
- competition or operational requirements;
- directions from the facility owner, government or another relevant authority; or
- circumstances beyond UAWWPC's reasonable control.

Where UAWWPC cancels a booking, the hirer will not be charged for the affected hire period. Any amount already paid for that period will be refunded or, by agreement, credited towards another booking.

UAWWPC will endeavour to provide as much notice as reasonably practicable.

31. Liability

Each hirer is responsible for the activities it conducts at the facility and for the supervision and conduct of its participants, employees, contractors, volunteers, spectators and guests.

To the extent permitted by law, UAWWPC is not responsible for loss of or damage to personal property brought into the facility.

Nothing in these Terms & Conditions is intended to exclude, restrict or modify any right or remedy that cannot lawfully be excluded, restricted or modified.

32. Exceptional Circumstances

UAWWPC recognises that exceptional circumstances may occasionally arise.

UAWWPC may, at its discretion, waive or vary a fee, cancellation charge or other requirement where it considers this appropriate.

Any waiver or variation on one occasion does not create an entitlement to the same treatment for future bookings.

33. Changes to These Terms

UAWWPC may amend these Terms & Conditions from time to time.

The terms applying to a booking will generally be those provided or made available to the hirer when the booking is confirmed, unless a change is required for safety, legal, regulatory or operational reasons.

34. Acceptance

Confirmation of a booking, payment of a hire invoice, or use of the facility constitutes acceptance of these Terms & Conditions by the hirer.

The person making the booking warrants that they are authorised to make the booking and accept these Terms & Conditions on behalf of the hirer.