

Brimbank Leisure Centres

Hire Agreement Form



HIRE DETAILS

Organisation:									
Primary Contact Person:					Position:				
Billing Address:									
Suburb:					Postcode:				
Email:				Work:			Mobile:		
Accounts Contact Person:				Accounts Contact email:					

INSURANCE / SUPERVISION DETAILS

All user groups, organisations and schools are required to provide a copy of current Public Liability with a minimum coverage of \$10,000,000. Please provide a copy of your public liability certificate of currency.

Certificate attached ☐

Brimbank City Council is committed to the safety of all participants taking part in activities at Brimbank's Leisure Centres. Brimbank City Council requires that all Hirers ensure that employees and volunteers conducting programs on behalf of the Hirer hold valid qualifications applicable to the activity/activities being conducted - Refer to section 6.6.3 of Terms and Conditions.

Schools are required to adhere to The Safety Guidelines and Education Outdoors as outlined by The Department of Education, including ratios of supervision.

Numbers of actively supervising adults must be confirmed 2 weeks prior to the booking date.

Please note: All recreational activities in the pool must be structured; active and consistent supervision must be maintained by staff in charge of the group at all times.

To enable adequate lane space set up and Lifeguard supervision a plan outlining the activities for the hire period must be submitted 2 weeks prior for review and approval.

AGREEMENT

<input type="checkbox"/>	I understand that acceptance of this booking is at the discretion of Brimbank City Council						
<input type="checkbox"/>	I have read and understand the Terms and Conditions outlined in this form and I agree on behalf of the school/organisation/group to ensure these obligations are met.						
Hire Period:	From:	/ /			To:	/ /	
Payment Method:	<input type="checkbox"/>	Credit Card			<input type="checkbox"/>	Invoice	
Signed for and on behalf of the hirer				Date:			
Signed by Brimbank City Council				Date:			

FEES AND CHARGES

Description of fee and charge	2023/24 Fee including GST Per Hour
Casual 25m Lane Hire - includes up to 10 swim entries	\$73.50
Casual 50m Lane Hire - includes up to 10 swim entries	\$79.50
Permanent 25m Lane Hire - (Including Entry)	\$26.00
Permanent 25m Lane Hire - (Excluding Entry 0-50 members)	\$20.60
Permanent 50m Lane Hire - (Including Entry)	\$39.00
Permanent 50m Lane Hire - (Excluding Entry 0-50 members)	\$30.92
Permanent 25m Lane Hire - (Excluding Entry 50-100 members)	\$13.00
Permanent 50m Lane Hire - (Excluding Entry 50-100 members)	\$19.50
Permanent 25m Lane Hire - (Excluding Entry 100+ members)	\$6.50
Permanent 50m Lane Hire - (Excluding Entry 100+ members)	\$9.75
50m Whole Pool Hire	\$368.30
25m Whole Pool Hire	\$227.10
Warm Water Pool Lane Hire	\$108.20
Additional Lifeguard Fee	\$59.00
Additional Swim Teacher Fee	\$59.00
Pool Inflatable Hire - 2 hour minimum rate	\$245.60
Waterslide Hire - 2 hour minimum rate	\$196.00
Room Hire (For profit Groups)	\$34.10
Room Hire (NFP)	\$23.10
Room Hire (Tenant)	\$17.06

HIRE DETAILS

Booking Type:	<input type="checkbox"/> Single	<input type="checkbox"/> Recurrent	<input type="checkbox"/> Multiple
Activity Type:	<input type="checkbox"/> Recreational	<input type="checkbox"/> Competitive	<input type="checkbox"/> Carnival
	<input type="checkbox"/> Training	<input type="checkbox"/> Physiotherapy	
	<input type="checkbox"/> Other - please specify		

Please refer to Facilities for Hire section.

Facility hire	Number of lanes / room	Day	Date	Start time	Finish time	Number of attendees
Brimbank Aquatic and Wellness Centre <input type="checkbox"/>			Sunshine Leisure Centre <input type="checkbox"/>			
Eg: Outdoor 25m Pool Lane Hire	3 lanes	Wednesday	25 May 2021	9am	12pm	50

Equipment/amenities available

Tick the applicable equipment you would like to access as part of your facility hire*.

<input type="checkbox"/> Aqua Dumbbells	<input type="checkbox"/> Chairs (max. 12)	<input type="checkbox"/> Other - Please specify
<input type="checkbox"/> Change Rooms	<input type="checkbox"/> Portable PA system	
<input type="checkbox"/> Noodles		

Hire Terms and Conditions

1. Overview

1.1 In this Hire Agreement:

- 1.1.1 'You' means you, the hirer, as specified in item 1 of the Hire Details; and
- 1.1.2 'Us' or 'we' means Brimbank City Council of 301 Hampshire Road, Sunshine, Victoria 3020.

1.2 We operate and manage the Centres.

1.3 This Hire Agreement sets out the terms and conditions of your hire of the facilities and the equipment at the Centres.

1.4 This Hire Agreement includes the Hire Details, the Centre Rules and these Hire Terms and Conditions, as varied in accordance with this Hire Agreement.

2. This Hire Agreement

2.1 commences on the date this Hire Agreement is signed by you and us; and

2.2 ends at the end of the last Hire Period, unless terminated earlier in accordance with clause 7.

3. Your hire

3.1 You may use the Facilities and Equipment for the Permitted Use during each Hire Period in accordance with this Hire Agreement.

3.2 Your hire of the Facilities and the Equipment includes us providing Pool Lifeguards (aquatic hire only) and administering First Aid at our discretion. Additional staffing may incur an additional cost to you.

3.3 Your hire of the Facilities and the Equipment under this Hire Agreement does not entitle you to:

- 3.3.1 any other use of the Facilities and or Equipment,
- 3.3.2 any use or access of the Centre or any other equipment at the Centre, other than for the Permitted Use.

3.4 If you wish to use or access any part of the Centre or receive any goods or services from us outside the scope of this Hire Agreement (such as any other use of the Centre), you will need to enter into a separate agreement with us. Please speak to a representative at Brimbank Aquatic and Wellness Centre or Sunshine Leisure Centre to discuss this.

4. Changes to your hire

4.1 Changes to Facilities, Equipment, Permitted Use and Hire Period

- 4.1.1 You may only change the Facilities, Equipment, the Permitted Use and/or the Hire Period, with our agreement in writing by providing minimum 14 days notice.
- 4.1.2 If, after the execution of this Hire Agreement, you wish to change any of the Equipment the Permitted Use and/or the Hire Period, please speak to a member of our staff to discuss this.
- 4.1.3 We reserve the right to reassign underutilised aquatic lane space in the following circumstances:
 - (a) On the day and by agreement with you and Brimbank City Council, a lane may be reallocated. Where any such reallocation occurs, Brimbank City Council will adjust the Fees payable for lane Hire for invoice purposes.

4.2 Changes to this Hire Agreement

- 4.2.1 We may amend the terms of this Hire Agreement from time to time, including any or all of:
 - (a) the Hire Terms and Conditions; and/or
 - (b) the Centre Rules.
- 4.2.2 If we change this Hire Agreement under clause 4.2.1 and you are adversely affected by the change, you may notify us of your desire to terminate this Hire Agreement by giving us written notice of the adverse effect prior to the date the changes take effect. If you provide us with any such notification, the Hire Agreement will be terminated on the date that we give you written notice accepting that the change adversely affects you.
- 4.2.3 Unless and until we give you written notice that we have accepted that the change adversely affects you, this Hire Agreement will continue for the Hire Period.

- 4.2.4 If you terminate this Hire Agreement under clause 4.2.1(b):
- (a) you must pay us any outstanding Fees for the Hire Period up to and including the date of termination;
 - (b) we will refund to you any Fees (other than the Deposit and the Bond) you have already paid in respect of the Hire Period after the date of termination;
 - (c) we will refund the Bond, less any deductions, to you in accordance with clause 5.2.2; and
 - (d) we will not refund to you:
 - (i) any Fees you have paid in respect of the Hire Period, pro-rated up to and including the date of termination; or
 - (ii) the Deposit.
- 4.2.5 If you do not seek to terminate this Hire Agreement in accordance with clause 4.2.1(b), you will be deemed to have accepted any change we have made to this Hire Agreement.

4.3 Changes to Facilities

- 4.3.1 We may change all or part of the Centre at any time, including by:
- (a) adding, removing or replacing equipment (whether available for use by you under this Hire Agreement or not);
 - (b) changing the name of the Centre; and
 - (c) temporarily or permanently closing parts of the Centre.
- 4.3.2 Any change to the Centre as described in clauses 4.3.1(a) and 4.3.1(b) does not constitute a change to this Hire Agreement and does not entitle you to terminate this Hire Agreement under clause 4.2.1(b).
- 4.3.3 If any such change results in the Facilities becoming temporarily or permanently unavailable for the Permitted Use during the Hire Period, we will use reasonable endeavours to agree on a change to the Facilities with you in accordance with clause 4.1.

5. Payments

5.1 Fees

- 5.1.1 Your Fees may include a Bond or a Deposit (or both).
- 5.1.2 You must pay the Fees by a Brimbank City Council approved Payment Method and in accordance with Brimbank Council Fees & Charges.

5.2 Bond

- 5.2.1 This clause 5.2 applies if your Fees include a Bond.
- 5.2.2 We will refund the Bond, less any deductions required by us to cover any cost, loss, damage or expense incurred by us as a result of the use of Facilities and/or Equipment by you or any Participant, within 28 Business Days' of the end of the last Hire Period or the termination of this Hire Agreement, whichever occurs first.
- 5.2.3 If the Bond is less than the amount required by us to cover costs, losses, damages or expenses under clause 5.2.2, you must pay the difference to us on demand.
- 5.2.4 Bond is payable should Brimbank City Council consider your hire to be permanent or for a period of three consecutive months or more.

5.3 Changes to Payment Method and Payment Details

If you wish to change the details relating to your Payment Method, you must give us 10 business days' written notice of the new Payment Method details prior to your next scheduled payment date and do everything reasonably required to ensure we continue to receive payment of your Fees.

5.4 Payment Method fees

If you have chosen to pay by a Payment Method that causes us to incur any merchant or transaction fees, we may pass these fees on to you by deducting the fees via your Payment Method.

5.5 Other charges

- 5.5.1 Your Fees payable under this Hire Agreement only entitle you to use the Facilities and the Equipment for the Permitted Use during each Hire Period as contemplated by clause 3.1.

5.5.2 Any charges for other services, facilities or equipment will be as agreed between you and us. This may be recorded in a separate agreement between you and us, such as for use of the Centre as a member.

5.6 Refunds

We are under no obligation to refund money you have paid to us, except as expressly set out in this Hire Agreement.

5.7 Dishonoured payments

If your Payment Method fails for any reason:

5.7.1 you must pay us on demand all resulting fees and charges; and

5.7.2 you authorise us to charge you via your Payment Method for any such resulting fees and charges.

5.8 GST

Your Fees are inclusive of goods and services tax (GST).

6. Your hire

6.1 Centre Rules

You must, and must ensure that all Participants:

6.1.1 comply with COVID-19 restrictions and requirements;

6.1.2 comply with the Centre Rules at all times;

6.1.3 comply with all applicable laws in relation to the Permitted Use;

6.1.4 comply with governing bodies regarding supervision, qualifications and transportation;

6.1.5 comply with instructions given by our staff in relation to the Facilities, Equipment and the Permitted Use;

6.1.6 do not interfere with use of the Centre by any other person (including any Centre members and hirers of facilities, equipment or areas in the Centre);

6.1.7 do not behave in a way which is inappropriate, risky or detrimental to the safe enjoyment of the Centre by others;

6.1.8 do not hawk, sell, dispose of or supply any goods and services in the Centre;

6.1.9 do not re-hire, sub-let, or license the Centre or the Facilities or any part of them to any person;

6.1.10 do not erect or display, within the Centre, any advertisement without written consent from the Manager or erect or display any advertisement or signage;

6.1.11 do not bring or permit to be brought into the Centre any alcohol beverage, unless prior written permission is approved from Management and the appropriate liquor license is obtained to Management's satisfaction;

6.1.12 do not collect any monies in or adjacent to the Centre or grounds surrounding the Centre;

6.1.13 do not permit radio or television broadcast, motion pictures or other film, recording, audio or video tapes made of any activities or events in the Centre without prior written approval from Management and the relevant licensing authorities;

6.1.14 do not erect any marquee, hut, stall or similar structure in or adjacent to the Centres without prior written permission from Brimbank City Council;

6.1.15 do not sell, offer or expose for sale or permit to be sold any refreshments, merchandise or other goods, massage or other service in association with the Hire without prior written permission from Brimbank City Council;

6.1.16 do not bring or permit to be brought into the Centre any dangerous goods or hazardous substances, including glass containers. Management reserves the right to confiscate any glass containers; and

6.1.17 do not use high voltage cables or electrical equipment on any pool deck at the Centre; and

6.1.18 do not undertake diving unless and until a qualified Swim Teacher or Swimming Coach has previously assessed the ability of Participants and is actively supervising the diving being undertaken; and

6.1.19 do not smoke in or in close proximity to Brimbank City Council facilities; and

- 6.1.20 do not bring into, or consume on, the premises any drugs or illegal substances. Anyone found to be using or conducting illicit activities will be removed from the facility; and
- 6.1.21 keep all emergency exit doorways and passageways clear of obstruction at all times; and
- 6.1.22 ensure all rubbish is deposited in bins provided. Excess rubbish must be taken away by the Hirer.

6.2 Insurance

You must:

- 6.2.1 effect and maintain the Insurance, covering risks that may arise in connection with the Permitted Use of the Centre and the Facilities and Equipment, during each Hire Period; and
- 6.2.2 provide us with evidence of your compliance with clause 6.2.1 and a copy of all certificates of currency and insurance policies on request.

6.3 Medical

You:

- 6.3.1 authorise us to obtain medical/ambulance assistance for you or any Participant in the case of an accident or emergency involving you or any Participant and agree to reimburse us on demand for all costs we incur in obtaining such assistance; and
- 6.3.2 must report all incidents including near misses to Management and/or centre staff.

6.4 Access

- 6.4.1 We may deny you or any Participant access to the Centre or the Facilities or direct you or any Participant to leave the Centre or the Facilities if we decide that you or any Participant's behaviour:
 - (a) is inconsistent with the Centre Rules; or
 - (b) is inappropriate, risky or detrimental to the safe enjoyment of the Centre by you or others.
- 6.4.2 Exercise of our rights under clause 6.4.1 will not entitle you to a refund of any Fees or grant you any right to terminate this Hire Agreement.

6.5 Emergencies and natural disasters

- 6.5.1 We may be required to use all or part of the Centre during emergencies and natural disasters, including, to provide and coordinate support for those affected by bushfires or heatwaves. You may not be able to access or use all or part of the Centre during these periods.
- 6.5.2 We will use reasonable endeavours to provide you with written notice of any Emergency Period in accordance with clause 12.3.
- 6.5.3 An Emergency Period does not constitute a change to this Hire Agreement and does not entitle you to terminate this Hire Agreement under clause 4.2.1(b).
- 6.5.4 We may be required as per the Guidelines for Safe Pool Operations (GSPO) to close outdoor pools in the event of thunderstorms and/or lightning.
- 6.5.5 If you or any Participants are responsible for fire alarms being set off during the Hire Period, you may be liable for the call out fee of the Melbourne Metropolitan Fire Brigade.

6.6 Hirer's Obligations

You must, and must ensure that all Participants (including staff and volunteers):

- 6.6.1 leave the Facilities, including, change rooms, toilets and showers in a clean and tidy condition;
- 6.6.2 ensure the Equipment is returned, in its original condition, to the place it was located at the commencement of the Hire Period, unless previously agreed;
- 6.6.3 hold any relevant industry qualifications for the Permitted Use as required by law or by us (in our absolute discretion); in the specific;
 - a) Swimming Coaches, the minimum qualifications requirements are: AUSTSWIM Teacher of Swimming and Water Safety or Equivalent, CPR - Cardiopulmonary Resuscitation
 - b) Physiotherapists, Exercise Physiologists and any Health professionals to provide qualification or proof of registration as an Allied Health Professional

- c) Schools are required to adhere to The Safety Guidelines and Education Outdoors as outlined by The Department of Education
- 6.6.4 without limiting the extent of clause 6.6.3, the Hirer must ensure that Participants dealing with minors have a valid Working with Children Check during the full term of this agreement; and
- 6.6.5 provide copies of evidence of compliance with clause 6.6.3 and 6.6.4 to Management upon request and/or prior to the commencement of a Hire Period; and
- 6.6.6 adhere to the Watch Around Water policies and procedures where they apply; and
- 6.6.7 not bring into or consume food or drink in the Crèche.

7. Terminating this Hire Agreement

7.1 Termination by you

You may terminate this Hire Agreement:

- 7.1.1 at any time by giving us written notice at least 14 business days' prior to the effective cancellation date nominated by you in the written notice. Any hire within this notice period will be charged in full in accordance with clause 7.3.1.

7.2 Termination by us

We may terminate this Hire Agreement by giving you written notice:

- 7.2.1 if you fail to pay the Fees (or any instalment of the Fees);
- 7.2.2 if we decide that you or any Participant has behaved in a way which is inappropriate, risky or detrimental to the safe enjoyment of the Centre by others;
- 7.2.3 if you breach any term of this Hire Agreement, and either: (a) you do not remedy the breach within 14 Business Days' of written notice from us; or
 - (a) you do not remedy the breach within 10 Business Days' of written notice from us; or
 - (b) the breach is incapable of being remedied.
- 7.2.4 if the Centre, the Facilities or the Equipment is unavailable or unfit for the Permitted Use (or any other use).

7.3 Effect of termination

If this Hire Agreement is terminated:

- 7.3.1 by you under clause 7.1.1 – this Hire Agreement will be terminated on the effective cancellation date nominated by you. You must pay us any Fees outstanding for all Hire Periods up to and including the effective cancellation date nominated by you.
- 7.3.2 by you under clause 7.1.1 – this Hire Agreement will be terminated on the date agreed by you and us in writing. You must pay us, and we will refund to you, any amounts as agreed by you and us in writing;
- 7.3.3 by us under clause 7.2.1, 7.2.2 or 7.2.3 – this Hire Agreement will be terminated on the date nominated by us in our written notice to you. You must pay us any Fees outstanding for all Hire Periods up to and including the date of termination. We will refund to you all Fees you have paid for any Hire Period after the date of termination, excluding the Deposit and any Bond we are entitled to retain; and
- 7.3.4 by us under clause 7.2.4 – this Hire Agreement will be terminated on the date nominated by us in our written notice to you. You must pay us any Fees outstanding for all Hire Periods up to and including the date of termination. We will refund to you all Fees you have paid for any Hire Period after the date of termination, excluding the Deposit and any Bond we are entitled to retain. We will also refund to you any Deposit Excess.

8. Your liability

8.1 Indemnity

You must indemnify us against all claims (including any action, proceeding, debt, demand, cost or expense) incurred or suffered by us in connection with:

- 8.1.1 your breach of this Hire Agreement;
- 8.1.2 the use of the Centre, the Facilities and the Equipment for the Permitted Use by you or any Participant;

- 8.1.3 any personal injury or death of any person (including any Participant) in connection with:
- (a) the Centre, the Facilities and the Equipment;
 - (b) or damage to the Centre, the Facilities and the Equipment; and
 - (c) facilities and equipment at the Centre (other than the Equipment), caused by you or any Participant.

9. Our liability

9.1 Warning under the *Australian Consumer Law and Fair Trading Act 2012*

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you:

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012*, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3) (b) of the *Australian Consumer Law and Fair Trading Act 2012*.

9.2 Our liability

9.2.1 Subject to the warning in clause 9.1 and your rights under the Australian Consumer Law (Victoria), you and all Participants enter into the Hire Agreement and will make use of the Centre, the Facilities and the Equipment (whether or not for the Permitted Use) at your sole and absolute risk. If you or any Participant is killed or injured, or otherwise suffer any other loss or damage (including indirect or consequential loss), because:

- (a) any service we provide is not rendered with due care and skill; and/or
- (b) the Centre, the Facilities and/or the Equipment any part of them are not reasonably fit for the purpose for which you, either expressly or by implication, make known to us;
- (c) of any other reason other than our gross negligence;

you agree that any right you may otherwise have to sue us is excluded and you must not bring any related claim or demand against us.

9.2.2 We accept no liability or responsibility to you for any claim (including any action, proceeding, debt, demand, cost or expense) by you or any Participant in relation to:

- (a) the Permitted Use;
- (b) your or any Participant's access and use of the Centre, the Facilities and the Equipment;
- (c) your or any Participant's use of any other equipment at the Centre; and
- (d) the loss of any of your or any Participant's property at the Centre (irrespective of whether the property is stored in a locker or not).

9.2.3 In addition, we give you and all Participants no warranty or assurance that use of the Centre, the Facilities and/or the Equipment (whether or not for the Permitted Use) might cause you or any Participant to achieve any result that you or any Participant may intend, whether that result is made known to us or not.

10. Disputes and complaints

- 10.1 If a dispute arises concerning this Hire Agreement or you have any complaints about the Centre or us, you must give us written notice of the dispute or complaint.
- 10.2 We will meet with you as soon as possible to discuss and endeavour to resolve the dispute or your complaint.
- 10.3 In the event of any dispute or difference arising as to the interpretation of this Hire Agreement, the determination of Management, after consultation with you, will be final and conclusive.

11. Privacy

- 11.1 We will have access to personal information about you, such as your name and address.
- 11.2 We will only use, disclose and deal with your personal information in accordance with our Privacy Policy. Our privacy policy is available on our website.

12. Notices

12.1 Your contact details

- 12.1.1 Your contact details are set out in item 1 of the Hire Details.
- 12.1.2 You must give us written notice of any changes to your contact details.
- 12.1.3 If we do not receive written notice from you and your contact details change, notice given by us to the email or other address we have on record for you will constitute valid notice to you under this Hire Agreement.

12.2 Notices from you to us

You may serve notices on us under this Hire Agreement by any of the following methods:

- 12.2.1 by hand delivery to Brimbank Aquatic and Wellness Centre or Sunshine Leisure Centre;
- 12.2.2 by email to slc@brimbank.vic.gov.au ; BAWC@brimbank.vic.gov.au or;

12.3 Notices from us to you

We may serve notices on you under this Hire Agreement by any of the following methods:

- 12.3.1 by publishing the notice on our website;
- 12.3.2 by email, to the address listed in the Hire Details (or to any alternative email address you have notified us of in accordance with clause 12.1.2); and
- 12.3.3 by post or delivery, to the address listed in the Hire Details (or to any alternative email address you have notified us of in accordance with clause 12.1.2).

12.4 Timing of notices

A notice is deemed delivered:

- 12.4.1 if delivered personally or left at an address – upon receipt by the applicable Council staff member;
- 12.4.2 if posted within Australia to an Australian address – 3 Business Days after posting (and, otherwise, 5 Business Days after posting);
- 12.4.3 if sent by email – subject to clauses 12.4.4 and 12.4.5, at the time the email containing the notice left the sender's email system (unless the sender receives notification that the email was not received by the recipient);
- 12.4.4 if received after 5.00pm in the place it is received, at 9.00am on the next Business Day; and
- 12.4.5 if received on a day which is not a Business Day, at 9.00am on the next Business Day.

13. General provisions

13.1 Governing law

This Hire Agreement is governed by the law applying in Victoria. You and we submit to the non-exclusive jurisdiction of the courts of Victoria.

13.2 Variation

This Hire Agreement can only be varied by a document executed by you and us.

13.3 Entire agreement

This Hire Agreement constitutes the entire agreement between you and us and supersedes and cancels any previous arrangements between you and us in relation to its subject matter.

13.4 Severability

13.4.1 Any provision of this Hire Agreement that is held to be illegal, invalid, void, voidable or unenforceable must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

13.4.2 If it is not possible to read down a provision as required by this clause, part or the entire clause of this Hire Agreement that is unlawful or unenforceable will be severed from this Hire Agreement and the remaining provisions continue in force.

13.5 Waiver

The failure of us or you at any time to insist on performance of any provision of this Hire Agreement is not a waiver of the party's right at any later time to insist on performance of that or any other provision of this Hire Agreement.

13.6 Assignment and subcontracting

13.6.1 You cannot assign this Hire Agreement without our prior written consent.

13.6.2 We may assign or subcontract any part of this Hire Agreement to a third party without written notice to you.

14. Interpretation

14.1 Words and headings

In this Hire Agreement:

14.1.1 words denoting the singular include the plural and vice versa;

14.1.2 the word 'includes' in any form is not a word of limitation;

14.1.3 where a word or phrase is defined, another part of speech or grammatical form of that word or phrase has a corresponding meaning; and

14.1.4 headings and sub-headings are for ease of reference only and do not affect the interpretation of this Hire Agreement.

14.2 Specific references

In this Hire Agreement, a reference to:

14.2.1 a gender includes all other genders;

14.2.2 any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it;

14.2.3 any document (such as a deed, agreement or other document) is to that document (or, if required by the context, to a part of it) as amended, novated, substituted or supplemented at any time;

14.2.4 writing includes writing in digital form; and

14.2.5 'A\$', '\$', 'AUD' or 'dollars' is a reference to Australian dollars.

15. Dictionary

In these Hire Terms and Conditions:

15.1 'Appendix' means an appendix to this Hire Agreement.

15.2 'Bond' means the bond (if any) included in the Fees.

15.3 'Business Day' means a day other than a Saturday, Sunday or public holiday in Victoria.

15.4 'Centre' means the centre specified in item 0 of the Hire Details.

15.5 'Centre Rules' means the rules for the Centre, as amended from time to time, as available within the Centre.

15.6 'Deposit' means the deposit (if any) included in the Fees.

- 15.7 **'Deposit Excess'** means, on the termination of this Hire Agreement, the amount (if any) by which the Deposit exceeds the total Fees payable by you under this Hire Agreement (excluding the Bond and the Deposit) for all Hire Periods up to and including the date of termination.
- 15.8 **'Emergency Period'** means a period during which you are unable to access or use all or part of the Centre under clause 6.5.1.
- 15.9 **'Equipment'** means the equipment (if any) specified to be hired by you specified in Appendix A (Hire Details Form).
- 15.10 **'Facilities'** means the facility or facilities at the Centre to be hired by you specified in the Appendix A.
- 15.11 **'Fees'** means the fees payable in relation to your hire of the Equipment specified in the Hire Details and includes the Bond.
- 15.12 **'Hire Agreement'** means this Hire Agreement between you and us and includes the Hire Details and Hire Terms and Conditions, as varied in accordance with this Hire Agreement.
- 15.13 **'Hire Details'** means the table of Hire Details of this Hire Agreement.
- 15.14 **'Hire Period'** means each individual period or periods of hire specified in Appendix A.
- 15.15 **'Hire Terms and Conditions'** means these Hire Terms and Conditions.
- 15.16 **'Insurance'** means the insurance policies and cover levels specified the Hire Details.
- 15.17 **'Management'** means the management of the Centre.
- 15.18 **'Participant'** means any person who participates or is involved in the Permitted Use or otherwise permitted or invited by you to access or use the Centre.
- 15.19 **'Payment Method'** means the payment method specified in the Hire Details.
- 15.20 **'Permitted Use'** means the use specified in the Hire Details.