

Facility Usage Guidelines

1. Policy Statement

Northern Districts Gymnastic Club (NDGC) has the responsibility to ensure a safe environment for all participants and staff. This means having policies, procedures, rules, standards, and guidelines that promote safe programs in a safe environment which are overseen by qualified/certified personnel.

This policy is to assist NDGC staff and user groups with the information on all aspects of NDGC venue hire and is to be used in conjunction with other NDGC policies and procedures. The hirer, its employees and volunteers must comply with [NDGC's policies and procedures](#).

2. Review History

Version	Date Reviewed	Date Endorsed	Content Reviewed
1		18/03/2022	New policy created
2	14/11/2022	14/11/2022	Reviewed and updated

3. Policy Scope

This policy applies to NDGC staff and user groups hiring NDGC.

4. Definitions

- **NDGC:** Northern Districts Gymnastic Club.
- **Northern Districts Gymnastic Club:** Gymnastics facility situated at 5 Whipple Street, Balcatta, WA, 6021.
- **Manager:** The Manager of NDGC or his/her delegate.
- **Agreement:** The written user agreement entered into between NDGC and the user.
- **User:** Defined in the agreement and shall include all servants, agents, contractors and invitees of the user.
- **Member Club:** A gymnastics club that has completed and complies with the affiliation requirement of Gymnastics WA.
- **Gymnastics WA:** The governing body of the sport of Gymnastics within Western Australia.

5. Authority

The Manager shall have full responsibility of the operations of NDGC and shall act on its behalf on all matters or management, supervision and control of the premises. No hire shall be deemed exclusive use with NDGC staff and representatives able to enter at any time.

The actions of all participants during the hire is the responsibility of the user.

6. Insurance

NDGC will direct the user to obtain and provide copies of all relevant 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 (if required) and sub-contractors of the user.
- Personal Accident cover in respect of volunteers and participants.

In the event that a coach is not from a Member Club, each coach will require liability, professional indemnity and personal injury insurance evidenced by a Certificate of Currency.

7. Risk Management and Indemnification

The user uses NDGC, its facilities and all equipment within at its own risk with the user indemnifying NDGC against all losses whatsoever arising from the Users use of NDGC.

It is the responsibility of the User to familiarise itself and its servants, agents, contractors and invitees with all policies and procedures of NDGC (including Child Safeguarding protocols).

It is the duty of the User to ensure that the premises are suitable for the purposes contemplated by the user.

All Gymnastics activities, training and/or events are to have appropriately qualified, registered employees, including necessary clearances.

All property brought onto the premises by the User shall be at the Users sole risk.

8. Child Safety

- It is a requirement that all employees, contractors and volunteers of the User must hold a valid Working With Children Check (WWCC).
- All Users of NDGC must comply with NDGC's [Child Safe Policy](#).

At the Northern Districts Gymnastic Club (NDGC), we are strongly committed to the safety, wellbeing, and empowerment of all children and young people accessing our programs and services. We support their rights and will act immediately to ensure an environment is maintained where all participants feel safe, respected, valued, and empowered.

NDGC values the contribution of children, young people and families by fostering a culture of openness where they feel comfortable and encouraged to raise their concerns. We have a zero-tolerance approach to any form of child abuse.

We are committed to providing our employees with child safe training on an ongoing basis and we partner with parents and families to better protect children through holistic education to identify and respond to potential harm.

NDGC has adopted and implemented a tailored Child Safe Policy to complement Gymnastics Australia's (GA) Child Safe Policy, to ensure the highest standards are achieved in respect to the protection and safety of all participants.

In addition, NDGC has several supporting policies and codes of conduct that have been created specifically to further support our members. These documents are continually reviewed to ensure they are of the highest possible standard. They are accessible on our website and in the reception area of the Club.

NDGC employs two Child Safety Officers / Member Protection Information Officers to support our Members and Staff in this essential area.

9. Safety

- There should be at least one person under the User who has First Aid qualifications and this person must be in attendance for the duration of hire from the User.
- All breakages and damages must be reported in writing 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 reported in writing to the Manager as soon as possible (within 48 hours).
- Please take note of all emergency exits should an emergency occur.
- The User shall instruct all attendees 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, firehoses, vents, lighting fixtures and switches, shall not be covered or obstructed at any time.

10. Utilities

- NDGC 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.
- NDGC reception area must be kept and left in an orderly and clean manner at all times.
- No food or drinks (other than water) is to be consumed in the gymnasium at any time.
- NDGC offices will be out of bounds at all times, unless conducting business with staff at NDGC.
- NDGC phones will not be available for use, unless in an emergency situation.
- Equipment must be left in a standard format at the end of each session, unless otherwise directed by management.

11. 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 NDGC.
- 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.

12. Misplaced, lost, stolen and abandoned property

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

13. Security

NDGC has 24 hour monitored security.

Unless arranged prior, the User will be responsible for securing the building at the closure of their session(s). 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 call outs and other associated costs such as theft and vandalism arising as a result of the breach.

14. Objectionable Use or Behaviour

Any use of NDGC, 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 NDGC.

Any person(s) whose conduct is objectionable, disorderly or disruptive to NDGC, or in violation of any law, shall be refused entrance or shall immediately be ejected from the venue.

15. NDGC's Right of Entry

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

16. Termination and Delivery of Notices

NDGC may terminate the Agreement for any breach of the same or upon insolvency of the User with seven days' notice. NDGC may terminate immediately without notice in the case of a serious breach. All notices shall be in writing.

17. Force Majeure

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

18. Assignment

The User may not assign the rights conferred by the Agreement or permit the use of the whole or part of NDGC by any party other than the User. Further any shared usage by the User groups requires notification and authorisation by NDGC.

19. Disclaimer

NDGC offers their Facility Hire Agreement in good faith based on the details provided by the User to it and reserves the right to advise on alterations or additions to this Agreement should any mistakes, miscalculations or omissions become apparent.