

# The Cove Pilates & Fitness – Studio Hire (Off-Peak)

This Agreement is between:

**Studio:** The Cove Pilates & Fitness

**Hirer Name:** \_\_\_\_\_

Business/ABN (if applicable): \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Hire Date(s):** \_\_\_\_\_

**Hire Time(s):** \_\_\_\_\_

**Purpose of Hire:** \_\_\_\_\_

## Equipment Required:

Reformers (number: \_\_\_)

Props

Sound system

Other: \_\_\_\_\_

## Fees

**Hourly Rate: \$65 per hour**

**OR 5/10 HOUR PACK REQUESTED: \_\_\_\_\_**

**Minimum Booking: 2 hours**

**Requested time: \_\_\_\_\_**

**Total Payable: \$ \_\_\_\_\_**

**Payment due 3 days prior to booking on: \_\_\_\_\_**

### 1. Use of Studio

The Hirer agrees to use the Studio **only for the stated purpose** and in a safe, professional and respectful manner consistent with Pilates practice.

Sub-leasing or transferring a booking is not permitted without written consent from The Studio.

### Children on Premises (Pilates Safety).

Due to the nature of Pilates equipment (moving carriages, springs and straps), **children are not permitted on the premises at any time** during studio hire – including waiting areas.

The Hirer is responsible for ensuring that no children attend, wait, or remain inside the studio. If this occurs, The Studio may suspend or terminate the session for safety reasons, and no refund will apply.

## **2. Insurance & Liability (Western Australia)**

### **1. Public Liability Insurance**

The Hirer must hold current **Public Liability Insurance of at least \$10 million**, valid in Western Australia, and provide a Certificate of Currency on request.

### **2. Professional Responsibility**

The Hirer is responsible for instructing and supervising participants and must ensure activities are appropriate to each participant's capability.

### **3. Compliance with WA Law**

The Hirer must operate in accordance with all applicable Western Australian laws and regulations, including (where relevant):

- Work Health and Safety Act 2020 (WA)
- Work Health and Safety Regulations 2022 (WA)

### **4. Limitation of Liability**

To the fullest extent permitted by Western Australian law, The Studio is not liable for:

- injury, loss, or damage arising from the Hirer's activities
- loss or theft of personal items
- misuse or unsupervised use of equipment

### **5. Indemnity**

The Hirer indemnifies The Studio against claims arising from their use of the space, except where caused by proven negligence of The Studio.

## **3. Equipment & Space Care**

The Hirer agrees to:

- use reformers and Pilates equipment only as intended
- ensure safe loading, spring selection, and movement choices
- supervise participants at all times
- wipe down and pack away all equipment used
- leave the studio clean and tidy
- immediately report any damage or incident

The Hirer is responsible for **damage beyond fair wear and tear**.

## **5. Cleaning**

Light cleaning is expected (wiping reformers, props, mats, removing rubbish).

Where additional cleaning is required, a **\$75 cleaning fee** will be charged

## 6. Cancellations & Changes

- **More than 24 hours notice:** full refund (minus \$25 admin fee)
- **Less than 24 hours:** no refund

Rescheduling is subject to availability and not guaranteed.

## **7. Noise & Behaviour**

The Hirer agrees to maintain a calm and respectful environment consistent with Pilates practice.

No offensive behaviour, smoking, drugs or alcohol are permitted.

The Studio may terminate a session immediately if behaviour is unsafe or inappropriate. No refund will apply.

## **8. Marketing & Branding**

The Hirer may promote their session but must clearly state:

“Hosted at The Cove Pilates & Fitness.” Or tag the studio in any social media posts appropriately.

Use of The Studio’s name, logo, or branding requires prior written consent.

## **9. Access & Security**

Access instructions will be provided prior to hire.

Keys, codes, or digital access must not be shared. Lost keys or security breaches will incur replacement or call-out costs.

## **10. Health & Safety**

The Hirer agrees to:

- ensure participants disclose injuries where appropriate
- modify or regress exercises when required
- discourage unsafe movements or loading
- follow hygiene and cleaning practices
- complete incident reports for accidents or injuries
- **not permit children on the premises at any time**

The Studio reserves the right to stop any activity deemed unsafe.

## **11. Termination**

The Studio may cancel or refuse future bookings if:

- fees are unpaid
- unsafe or inappropriate conduct occurs
- terms of this Agreement are breached

Refunds may not apply.

**12. Agreement**

By signing below, you are in agreement of the terms and conditions as specified above.

**Hirer Name:** \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_