



TERMS AND CONDITIONS OF HIRE – SPORT & AQUATIC CENTRE

1. Interpretation – In these conditions, unless otherwise specified:

'The Organisation' means U@MQ Ltd.

'The Centre' means the land and improvements known as the Macquarie University Sport & Aquatic Centre.

'Application form' means the completed and signed application form.

'Deposit' means the sum payable in accordance with clause 3(c), or if no deposit is payable, the hiring charge.

'Facilities' means the part of the complex and any fixture, fittings, equipment and services specified on the operation sheet.

'Hirer' means the person or association referred to on the application form and includes a member or members of any invitee thereof.

'Hiring charge' means the sum payable in accordance with clause 3(b).

'Hiring period' means the period or periods specified on the Booking Details Report.

'Hiring purpose' means the period or periods specified on the Booking Details Report.

'Manager' means and includes an assistant or acting manager and any duly authorised or designated officer of the organisation

'Booking Details Report' means the report that summarises the facilities hired, hire dates and times, and cost schedule, and

'Guidelines for Aquatic Centre Bookings' describes the report provided that describes appropriate usage information of the facilities hired

2. Agreement for hire

Subject to the payment of the moneys by the hirer to the Organisation as specified in these conditions, the organisation will hire the facilities to the hirer for the hiring purpose during the hiring period.

These conditions, the application form, the Booking Details Report, and the Guidelines for Aquatic Centre Bookings are the entire agreement between the parties.

This agreement is not binding on the Organisation until the application form has been signed by the Centre Manager (or agent) and the deposit paid.

3. Hiring charge

(a) Setting of charge

if the hiring charge is described on the Booking Details Report as fixed, the amount is the hiring charge payable

- (i) If the hiring charge is described in the Booking Details Report as indicative, the amount shown is the minimum hiring charge and may be increased by the Centre Manager in accordance with rates determined from time to time by the Organisation's Executive. The hiring charge payable will be the total of the minimum hiring charge and the additional amount.

(b) Payment of charge

- (i) The hiring charge is to be paid to the Organisation at least 14 days before the hiring period or, if the application form is submitted later than 14 days before any hiring period, at the time of submission.

(c) Deposit

- (i) The deposit shown on the Booking Details Report is to be paid when demanded, and will be applied by the Organisation towards the hiring charge

(d) Bond

- (i) The hirer will pay when demanded a bond and the bond will be applied towards the on-costs associated with staging the event. Such on-

costs are: cleaning, security, setting up, dismantling, damages and other items associated with or required by the hirer. Any balance will be returned to the hirer.

(e) If the hirer does not pay the hiring charge, deposit or bond as soon as it becomes due, the hirer shall be deemed to have cancelled the hiring under condition.

(f) The Organisation will not be liable for any loss arising from such cancellation.

4. Cancellation by hirer

The hirer may cancel the hiring by giving to the Centre Manager a notice in writing of his/her intention to cancel the hiring.

If, at least 14 days before the hiring period, the hirer cancels the hiring, the Organisation will refund the deposit after deducting any expenses incurred by them incidental to the hiring and the amount by which charges actually received by the Organisation in respect of the facilities during the hiring period is less than the hiring charge.

5. Cancellation by Manager/Coordinator

The Centre Manager may cancel the hiring at any time without notice to the hirer.

The Manager may cancel the hiring if in his/her opinion:

- (a) The facility will be unfit for use during the hiring period, or
- (b) The facilities may be unduly damaged by use for the hiring purpose.

Where the Centre Manager cancels the hiring, the deposit will be repaid to the hirer

The Organisation will not be liable for any loss or damage arising out of cancellation on the hiring by the manager.

6. Hirer's obligations

(a) The hirer will:

- (i) If required to do so by the Centre Manager, obtain a public risk insurance policy to the value specified by the manager in the joint names of the hirer and the Organisation will produce the policy to the director on demand
- (ii) Obtain all necessary consent from all persons interested in the copyright or performing rights of any matter used by the hirer
- (iii) Pay such further charges as determined by the manager on demand if:
 - any part of the complex other than the facilities hired are used by the hirer, or
 - the facilities hired are used by the hirer outside the hiring period.
- (iv) Obey any and all instructions given by the manager as to use of, and access to and from, the facilities,
- (v) Supervise and control all competitors and officials and restrict spectators to areas designed by the manager for their use, rooms, toilets and showers in a reasonably clean and tidy condition.
- (vii) Ensure that all competitors and officials wear footwear that will not mark floors or courts.
- (viii) Permit the manager or any person authorised by them to enter the facilities at any time without charge.

(b) The hirer will not without the approval in writing of the Manager

- (i) Use the facilities for any purpose other than the hiring purpose
- (ii) Allow any person not subject to the direction and control of the hirer to use the facilities

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- (iii) Hawk, sell, dispose of or supply anything whatsoever in the complex or do so contrary to any condition imposed by the manager.
- (iv) Use any electronic equipment including public address systems, scoreboards and timing equipment
- (v) Bring or permit to be brought into the Centre any alcoholic beverage.
- (vi) Rehire the facilities to any person
- (vii) Alter, move or remove any fixture, fitting or furnishing of the facilities or the Centre
- (ix) Bring or permit to be brought into the Centre any animal
- (x) Erect or display within the Centre any advertisement or do so contrary to any conditions imposed by the manager
- (xi) Take any collection in or adjacent to the Centre
- (xii) Conduct any game of chance, or mixed Centre and skill, sweepstake or lottery in or adjacent to the Centre
- (xiii) Bet or wager, or permit any person to bet or wager, in or adjacent to the Centre
- (xiv) Erect any marquee, hut, stall or similar structure in or adjacent to the complex, or do so contrary to any condition imposed by the Manager.
- (xv) Sell, offer or expose for sale or permit to be sold, offered or exposed for sale any refreshments or other goods or any service.

7. Fitness for hiring purpose

The hirer agrees that he has satisfied himself that the facilities are fit for the hiring purpose, and acknowledges that does not warrant that the facilities are fit for the hiring purpose.

8. Damage to the complex

The hirer agrees to pay to on demand the cost of repairing or making good any damage to the Centre or the loss of any equipment arising out of or incidental to the hiring other than damage caused by events outside the control of the hirer.

9. Exclusion of liability – the Organisation will not be liable for:

Any loss or damage caused directly or indirectly by any fault in or failure of electricity supply, lighting, heating, electronic equipment or public address systems, or any loss or injury to any person or their property no matter how it arises.

10. Indemnity

The hirer will indemnify and keep indemnified the Organisation and its employees and agents against all actions, proceedings,

claims and demands which may be brought or made against them by any person in respect of loss, damage or injury arising out of or in connection with, whether directly or indirectly, the hiring of the facilities by the hirer and against all costs, damages and expenses which may be incurred by them in defending or settling those actions, proceedings, claims or demands, except that the hirer shall not be required to indemnify and keep indemnified the Organisation or its employees and agents against any liability for loss, damage or injury attributable to the negligence of the Organisation or its employees or agents.

11. Admission and removal of person

- (a) The Manager may at any time, in his/her absolute discretion:
 - (i) Refuse admission of any person to the Centre.
 - (ii) Direct any person or persons to leave the Centre
- (b) If a person who has been refused admission to the Centre enters it, or a person who has been directed to leave the Centre fails to do so, the Manager may close the facilities.
- (c) If the manager closes the facilities:
 - (i) The hirer will be deemed to have voluntarily abandoned the hiring
 - (ii) The hiring charge will not be refunded, and
 - (iii) Will not be liable for any loss or damage sustained as a result of the closure.

12. Performance of sound recordings

The hirer agrees to obtain all necessary copyright licenses for the public performance of any music in connection with this hiring agreement and to indemnify the Organisation against all loss, expense or liability arising out of any breach of copyright or resulting from the hirer's public performance of music in connection with this agreement.

13. Electrical safety procedures

The hirer agrees to comply with the requirements of the NSW Occupational Health and Safety (OH&S) Act 2000, that all electrical equipment brought to workplaces conform with Australian Standards AS3760. That is, all electrical equipment brought to the C shall display a current, approved safety test tag.

14. Merchandising

A fee equal to 10% of gross receipts from sales of merchandise items (eg programs, clothes, CDs, cassettes, posters, etc) is payable to the Organisation.

15. Catering

All arrangements for the provision of food and drink shall be subject to Organisational approval.

16. Admission Fees

No admission/parking fees are to be collected within the Centre without the written consent of the Organisation.

Hirer's signature

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Date:/...../.....

Macquarie University Sport & Aquatic Centre

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Date:/...../.....