



# Sport Bookings Terms and Conditions

The following terms and conditions of use must be agreed to by the hirer at the time of booking. It is the hirer's responsibility to ensure that all members of their organisation are familiar with the conditions.

## 1. Accident Indemnity

The hirer shall be responsible for any accident, loss, damage or injury sustained by any person using the venue or the facilities during the time these facilities are allocated to the user, or caused by or in connection with any equipment supplied or owned by Centennial Park and Moore Park Trust (Trust) or any equipment which the hirer brings onto the Trust's property, notwithstanding that such injury arose from or by reason of any defect with the facilities and the hirer agrees to indemnify the Trust against all claims and demands made or costs or expenses incurred in connection with such actions. The hirer is required to provide the Parklands' Sport & Recreation Team with written details of any accident, loss, damage or injury sustained by any person within 24 hours of the date of the accident occurring.

## 2. Booking Amendments

- a. Booking amendments must be made via the Sport & Recreation team – and are subject to availability.
- b. Each individual amendment will incur a fee as per the Sport & Recreation Rate Card.

## 3. Bookings and Payments

Bookings are only confirmed once payment has been received. No reservations for usage can be made without full payment. All casual bookings are subject to immediate credit card payment or via invoice payable within 30 days (organisations only). Failure to do so will invalidate all sport bookings.

Please refer to the Sports and Recreation rate card for full details.

Casual all-weather field bookings must be paid by credit card online.

## 4. Breach of Conditions of Use

The Trust will not tolerate any breaches of these Terms & Conditions or Trust Regulations.

## 5. Cancellation

- a. The trust reserves the right to cancel a booking if:
  - i) In the opinion of the Executive Director (or his/her nominated representative) the venue is unsafe for use.
  - ii) In the event of urgent remedial work.
  - iii) Where a facility is not being used for the nominated purpose.
- b. Hirers may cancel their bookings but will be subject to the cancellation conditions as defined by the Sport Rate Card.

To cancel a booking please email the Parklands' Sport & Recreation Team.

## 6. Cleaning of Facilities

The hirer is responsible for ensuring the facility is maintained in a clean state at all times. The cost of any cleaning incurred by the Trust will be charged to the hirer. If a facility or venue is found to be in disorder at the commencement of your booking it should be reported to the Ranger on duty on 0412 718 611.

## 7. Client Credit

- a. A client credit will be issued in accordance with the defined cancellation terms.
- b. No credit will be made for non-use of booked sports venues, unless the booking is cancelled in accordance with the defined cancellation terms.
- c. No credit will be issued for facilities bookings affected by the Trust wet weather closures unless otherwise specified in clause 17.

## 8. Condition of Usage

By making a booking you commit to using the facility to play sport as per the facility regulations. It is the hirer's responsibility to ensure all participants are aware of the facility regulations. Any breaches may result in cancellation of your bookings and the right to book the facility removed.

## 9. Damage

Any damage to the facilities found or made by the hirer must be detailed in writing and reported immediately to the Sports & Recreation Team. The cost of restoring the facility will be charged to the hirer when they are at fault.

# Sport Bookings Terms and Conditions

## 10. Disputes

In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter contained in them, the decision of the Manager Sport & Recreation will be final.

## 11. General Park Rules

Hirers must ensure all participants adhere to the Trust's Regulations included, but limited to the prohibition of the following:

- a. Parking or driving vehicles on sports venues or other grassy areas, footpaths and cycle tracks.
- b. Commercial activities including the collection of money, sale of food, drinks, services and merchandise.
- c. Display or distribution of advertising material.
- d. Signs or banners without written approval of the Executive Director.
- e. Filming or photography for commercial purpose except with the written permission of the Trust or Executive Director.
- f. Erection of structures such as tents, screens and awnings without prior approval.
- g. Public address systems and amplified music.
- h. Leaving rubbish, litter and other waste material in places other than in the Park's rubbish bins/recycling stations.
- i. Use of insulting, threatening or indecent language.
- j. Offensive or indecent behavior.
- k. Non-compliance with directions given by the Trust, Executive Director, Police or any other authorised person.
- l. Damage to grass, trees, and other vegetation or wildlife.
- m. Damage to buildings, structures and equipment.

## 12. Insurance

- a. The facility hirer's activities and actions should not expose the Trust or general public to any risk.
- b. The hirer hereby agrees to indemnify the Trust and its officers to the extent that such policies are affected through any such act.

- c. The hirer will take out and keep in for the period of use the following insurance policies with a company approved by the Trust:

- i) Public Liability insurance with a limit of liability of no less than \$20,000,000. This policy is to be in the joint names of the hirer and the Centennial Park and Moore Park Trust.
- ii) Workers Compensation insurance in respect of any employee of the hirer who is employed in connection with the use of the premises under the terms of this agreement.

- d. Where more than one party comprises the Insured each of the parties shall be considered as a separate and distinct unit and the word Insured shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties provided that nothing in this clause shall result in an increase of the insurers Limit of Liability in respect of any Occurrence or Period of Insurance.

## 13. Safety

The Trust will not supply any safety equipment necessary for using the facilities. Safety equipment must be provided by hirer including goal post pads.

## 14. Security of Facilities

At the conclusion of the last booking each night the Parklands' facilities and amenities will remain open for 15 minutes. Hirers are expected to assist Trust staff by vacating the facility within this time to ensure it can be secured.

## 15. Sub-letting

The venue and/or premises must not be subject, transferred or re-assigned to any other organisation or individual. Failure to do so will jeopardise all future bookings.

## 16. Theft

The Trust will not be liable for any loss or damage sustained by the hirer or any persons, firm or corporation entrusted to or supplying any article or thing to the hirer by reason of any such article or thing being lost, damaged or stolen and

the hirer agrees to indemnify the Trust against any claim by any such person, firm or corporation in respect to such article or thing.

## 17. Wet Weather

We aim to inspect our sports facilities by 9.00 am weekdays and 7.00 am weekends. Please consult Centennial Parklands app or our wet weather line on 9339 6670 for wet weather closures.

Should the fields be closed by the Trust due to wet weather:

- a. Seasonal bookings: no refund or credit will be issued for facility bookings affected by the Trust wet weather closures.
- b. Synthetic Fields and E.S Marks Athletics: These facilities are all-weather facilities, therefore the only wet-weather closures will be in the event of extreme weather conditions.

In the event of an electrical storm overhead it is the hirer's responsibility to ensure players are taken off the facilities. No refunds will be provided for wet-weather cancellations due to electrical storms.

- c. Casual bookings: casual hirers will be entitled to a refund or credit upon written application emailed to the Parklands' Sports & Recreation Team within two business days.

## Further Information

For further information relating to these terms & conditions please contact the Sport & Recreation Team:

Ph: (02) 9339 6699

Email: [sport@centennialparklands.com.au](mailto:sport@centennialparklands.com.au)