

## ACU Sport Facilities Hire Agreement Terms and Conditions



### 1. Hiring of Facility / Payment

- 1.1. The Booking Form and these Terms and Conditions commence only after the Booking Form is accepted by ACU, as marked in the Booking Form.
- 1.2. Subject to the Hirer's compliance with these Terms and Condition, ACU grants to the Hirer a non-exclusive, non-transferable, revocable licence to use the Facility according to the details in Booking Form.
- 1.3. The Hirer must pay to ACU the Fees by the due date stated in the Booking Form.
- 1.4. Payment must be made in the manner stipulated by ACU.

### 2. Booking amendment or cancellation

#### By the Hirer

- 2.1. The Hirer may request cancellation or amendments to its booking of the Facility in accordance with this clause 2.
- 2.2. A request for amendment or cancellation by the Hirer must be made in writing and sent to the following email strathfieldsportfields@acu.edu.au OR Brisbanesportfacilities@acu.edu.au
- 2.3. A request for cancellation or amendment does not become effective until approved by ACU, which shall be at its discretion.
- 2.4. If Hirer's request for cancellation or amendment is accepted by ACU, then the Fees will be treated in accordance with the table in Schedule 1.

#### By ACU

- 2.5. ACU may at its discretion suspend, cancel, reschedule or postpone the booking of the Facility at any time.
- 2.6. If a cancellation occurs as a result of:
  - 2.6.1. an event to accommodate ACU's own needs, then a full refund will be paid by ACU.
  - 2.6.2. an event beyond ACU's reasonable control (such as inclement weather or a natural disaster):
    - If this occurs prior to the booking, ACU will offer to reschedule the booking to the next available opportunity or issue a credit for a future booking (the choice of which is at ACU's discretion). No refund will be paid. If the next available opportunity is not suitable for the Hirer, ACU is not obligated to offer any further availability and the booking will be cancelled altogether.
    - If a suspension or cancellation needs to occur during a booking, then no refund will be paid and the booking will be considered to be used in full.
  - 2.6.3. the Hirer's breach of these Terms and Conditions, a failure to observe a direction from ACU or a breach of an ACU guideline, policy or procedure. In these instances, no refund will be paid.
- 2.7. ACU may cancel the booking at any time (including during the booking) if the Facility is or becomes unsuitable or unsafe for use or if it determines injury or damage may occur from use.

### 3. Security Bond (if applicable)

- 3.1. The Hirer acknowledges and agrees that ACU may require the Hirer to lodge with ACU a security bond of the amount set out in the Booking Form.

- 3.2. ACU may utilise the Security Bond to cover any costs, losses, expenses or damages incurred or payable by the Hirer by reason of any breach of the Hirer's obligations under these Terms and Conditions, but prior to doing so, must give written notice to the Hirer of the breach and the amount to be used by ACU.

- 3.3. Within 30 days of the last booking date, ACU must repay to the Hirer the balance, if any, of the Security Bond not utilised by ACU.

- 3.4. The Hirer acknowledges the Security Bond is the not exclusive remedy for any breach and ACU may choose to recover further amounts from Hirer.

### 4. Hirer Responsibilities

#### 4.1. The Hirer:

- 4.1.1. must only use the Facility according to the details stated in the Booking Form;
- 4.1.2. acknowledges that whilst ACU will make every effort to ensure the Facility is safe for general use, it is up to the Hirer to inspect the Facility prior to its own use to satisfy itself the Facility is in a safe and proper condition for use by the Hirer for its activities;
- 4.1.3. has properly informed itself as to the suitability of Facility for its activities and has not relied upon any representation or advice of ACU in relation to its activities;
- 4.1.4. will ensure the Facility is in a clean and proper condition after conclusion of its activities. Upon request by ACU, the Hirer must pay for the costs of any cleaning or repair ACU must arrange to restore the Facility to a clean and proper condition;
- 4.1.5. will ensure all persons present in the Facility during its booking act in a safe and proper manner so as to not create any risk of injury or damage to any person or property;
- 4.1.6. will ensure its participants, visitors and any third parties do not cause any damage to the Facility and it will accept full responsibility for any damage that occurs to the Facility during its booking (whether caused by the Hirer or by a third party);
- 4.1.7. holds all necessary consents, authorisations, licences to run its activities at the Facility;
- 4.1.8. will notify ACU in writing if it intends to charge a fee for entrance to its activities;
- 4.1.9. must not bring any external vendor or service providers (including catering) into or in the vicinity of the Facility without the prior approval of ACU;
- 4.1.10. will not do anything or make any adverse comments that brings ACU into disrepute;
- 4.1.11. follow all ACU guidelines, processes, policies and procedures notified to it;
- 4.1.12. comply with all directions from ACU in relation to the use of the Facility;
- 4.1.13. will not (and ensure that any third party does not) bring into or into the vicinity of the Facility any firearms, explosives, inflammable liquids, hazardous materials, drugs or alcoholic beverages (whether for sale or supply) or any other goods or services for the purpose of sale or supply;
- 4.1.14. will not remove or obscure, whether directly or indirectly, any existing signage, logo or any other representations;

- 4.1.15. will not install or use or bring into the Facility any unauthorised signage, equipment or fittings;
- 4.1.16. must ensure the Facility remains a non-smoking venue, except in smoking areas designated by ACU;
- 4.1.17. must not use ACU's name without ACU's prior written consent on any public material, other than on material to indicate the physical location of the Facility;
- 4.1.18. must not use ACU's logo under any circumstances without ACU's prior written consent;
- 4.1.19. must take all steps to ensure its participants, spectators and visitors abides by these Terms and Conditions.

### 5. Damage / Theft

- 5.1. The Hirer must report to ACU in writing any damage that occurs to the Facility immediately upon becoming aware of the damage.
- 5.2. Upon demand, the Hirer must pay to ACU the cost of repairing or making good any damage that has occurred during its booking of the Facility.
- 5.3. ACU does not make any guarantees about the security of the Facility. The Hirer acknowledges security of personal property remains its sole responsibility.

### 6. Insurance

- 6.1. The Hirer must take out and keep current:

- 6.1.1. public liability insurance in the amount of \$20 million
- 6.1.2. personal accident insurance;
- 6.1.3. any other ACU requires to manage any other risk.

- 6.2. Upon request by ACU, the Hirer must provide evidence of currency of the abovementioned insurance within 7 days.

### 7. Indemnity

- 7.1. The Hirer agrees to indemnify and to keep indemnified ACU from and against any and all claims, demands, actions, damages, costs, losses and expenses of any nature whatsoever which may be incurred by ACU in relation to the Hirer's use of the Facility.

### 8. Safety and Protection

- 8.1. The Hirer acknowledges that it is the Hirer's responsibility:

- 8.1.1. to ensure all children and vulnerable persons present at the Facility during its booking are properly supervised;
- 8.1.2. to meet all relevant child protection and vulnerable person laws;
- 8.1.3. to notify ACU if any incident occurs at the Facility affecting the safety or protection of a child or vulnerable person.

### 9. General Provisions

- 9.1. The Booking Form and these Terms and Conditions shall be governed by the law of the State or Territory in which the Facility is located.
- 9.2. The Hirer must not transfer, sublicense, assign or novate this Agreement in any way.

#### Schedule 1 – Refund Policy

Notice Period	Refund
At least 30 days from the date of hire	100% of the Fee less \$20 administration charge
Between 30 and 7 days from the date of hire	50% of the Fees
Less than 7 days from the date of hire	100% of the Fees

### **ACU Privacy Information**

Australian Catholic University (ACU) will manage your personal information in accordance with our [Privacy Policy \(acu.edu.au/privacy\)](https://acu.edu.au/privacy) and in line with our privacy obligations under the Commonwealth Privacy Act 1988 and the Australian Privacy Principles (APPs).

When you tick the box below, you consent to ACU collecting your personal information for administrative purposes, including to assess and contact you about your hire application. Where applicable, ACU may disclose your personal information to third-party service providers, including event service providers or debt recovery agents. Otherwise, ACU will not provide your information to any other parties without your consent or unless authorised by law. Providing ACU with personal information is not required by law. If you choose not to provide this information, ACU may be unable to process your application. You may contact ACU to access the information held about you.

\*Declaration (please use webform to indicate acceptance and consent)

I accept the ACU Sport Facilities Hire Agreement Terms and Conditions

I consent to ACU collecting, using and disclosing my personal information in accordance with ACU Privacy Information in the Terms and Conditions.