

# CONDITIONS OF USE FOR FACILITIES

## 1. EVENT BOOKINGS

Booking requests must be in writing or online using a "VENUE BOOKING FORM".

No verbal or telephone requests will be considered.

## 2. EQUIPMENT SETUP

Equipment set up will be considered by the appropriate area manager or team leader and is subject to staff availability to assist the group organiser.

## 3. PAYMENT TERMS

a) Where a booking is to be invoiced, an invoice will be issued within 1 week of the event occurring. Payment terms are 7 days from the date of invoicing.

b) Bookings are payable as per Roxbylink current price schedule.

c) The hirer may be charged additional fees if the use exceeds the booked time or if the facility requires additional cleaning, ground restoration or repairs due to damage deemed by Roxbylink to be unreasonable wear and tear.

## 4. CANCELLATIONS IN ADVANCE

a) Roxbylink reserves the right to cancel, transfer or alter any booking, if:

i) In the opinion of Roxbylink, the facility or playing surface is in a hazardous condition, being repaired or not fit for play due to wet weather. In these cases, as much notice will be provided as feasible but due to circumstances could occur on the same day as a booking.

ii) Payment for a booking is outstanding, or

iii) Roxbylink determines that the facility is required for another purpose. In this case, Roxbylink will provide as much notice as possible.

b) Proposed cancellations by the hirer should be submitted to the Roxbylink booking Coordinator in writing or email no less than 5 days prior to the event date; otherwise the full fee may be charged and Roxbylink may determine the refund payable if any.

c) If the hirer deems the facility unsafe for use, the hirer should immediately advise the Roxbylink Operations Manager.

d) Credit will be given if wet weather or hot weather policy prevents play, the playing surface is unsafe or being repaired. Games may be rescheduled to another available date or credit accumulated and refund given at the end of the season at the discretion of Roxbylink.

## 5. DAMAGE

If in the opinion of Roxbylink, any damage caused to Council buildings, fixtures, equipment or surfaces, landscaping, trees, lawns and improvements, other than through fair wear and tear, Roxbylink will repair the damage and the repair cost incurred will be met by the hirer as an additional user fee.

## 6. CLEANING

a) Cost of general cleaning is included in the hire fee. Additional cleaning if required as determined by Roxbylink, the cost (Cleaning costs + 30% as per the current fee schedule) will be paid by the hirer.

b) If a facility or ground is found to be in disorder at the commencement of event, it should be reported immediately to the Roxbylink Operations Manager.

## 7. INSURANCE

At the discretion of Roxbylink before a booking is confirmed, hirers may be required to provide evidence of current Public Liability insurance with a limit of liability of no less than \$10,000,000 for the period of use. This policy must note Roxby Downs Council as an interested party the facility owner.

## 8. ACCIDENT INDEMNITY

The hirer shall be responsible for any accidents, loss, damage or injury sustained by any person using the facilities during the time that the facility is hired to the user, notwithstanding that such injury arose from or by reason of any defect with the facilities and the hirer agrees to indemnify Roxby Downs Council against all claims and demands made or costs incurred in connection with such actions.

## 9. SUBLETTING

No facility use may be sublet or reassigned to any other organisation or individual, without prior written permission from Roxbylink. Applications for such subletting or reassignment must be in writing.

## 10. GENERAL RULES

a) Parking or driving vehicles on sports fields, footpaths or any areas designated "NO PARKING" is strictly prohibited. Roxbylink provides no guarantee that parking will be available, and hirers must comply with designated parking rules.

b) The display of advertising material, such as signs or banners is prohibited without prior written permission from Roxbylink. Roxbylink reserves the right to remove non-compliant signage.

c) Erection of structures such as tents, screens, scaffolding or awnings is prohibited without a prior written Roxbylink permit.

d) The hirer must use the facility and its associated equipment in a safe and proper manner, must not cause damage to buildings, structures or equipment, and at all times, the hirer must comply with signs or directions given by Roxbylink staff, Security, Police or any other persons authorised by Roxbylink.

e) Food and drink (other than water and sports drinks) must not be consumed in indoor sports venues, other than in rooms designated for social purposes. Hirers must not use glass receptacles in any of Roxbylinks facilities.

f) The hirer must not cause damage to landscaping, trees, lawns, and any improvements.

g) No pets are allowed within Roxbylink buildings except guide dogs accompanying a person with a disability.

h) All rubbish and litter must be deposited in the bins provided, and facilities left in a tidy condition.

i) Smoking is prohibited in any Roxbylink building.

j) Offensive or indecent behaviour is prohibited.

k) The use of public address systems and amplified music is prohibited without a Roxbylink permit.

l) The hirer is responsible for the supervision, control and behavior of their group during the period of hire. The hirer will comply with Roxbylink discrimination and anti-vilification policies.

m) The sale or consumption of alcohol at any Roxbylink facility during an event is strictly prohibited, unless the hirer has a current Liquor License, which must be submitted by the hirer at the time of booking, and the additional approval for such activity is obtained from Roxbylink. Applications to sell or consume alcohol must be in writing to Roxbylink, and at the time of application hirers must nominate persons who have completed the Responsible Serving of Alcohol training and provide proof of their qualifications and such persons must be in attendance at all booked events.

n) The facility must only be used for its agreed purpose.

## 11. ACCESS

a) Facilities will be opened before and locked after the booking by Roxbylink staff. No security keys will be issued to hirers to gain access to facilities.

b) Security and Roxbylink staff are entitled to immediate access to any part of all facilities at all times, without any impediment.

## 12. EMERGENCY CONTACTS

a) In the case of any emergency, ring 000.

b) Council afterhours number (08) 8671 0010.

## 13. FAILURE TO COMPLY

Failure to comply with any 'Conditions of Use' will entitle Roxbylink to cancel the booked event.

