# Terms and Conditions of Hire for Warwick Stadium and Duncraig Recreation Centre.

Terms and Conditions are to be read and understood prior to hiring a facility. The hirer is bound by these terms and conditions.

All court and room hire must be confirmed in writing / email.

# PLEASE NOTE THAT ALL ACTIVITIES OCCURRING ON COURTS OR ROOMS MUST BE APPROVED BY CENTRE MANAGEMENT AND OUTLINED ON THE BOOKING FORM.

No event or activity is to be in direct competition to the services or products offered at Warwick Stadium and Duncraig Recreation Centre.

All bookings are to be made by persons 18 + years. Submission of a booking application form does not guarantee that the booking will be approved.

#### WE ARE A NON-SMOKING and NON-VAPING VENUE.

Smoking and vaping are strictly prohibited inside the facility or within the perimeter (10 metres) the stadium.

Possession and consumption of **alcohol is strictly prohibited** unless an exemption (Licence) is granted for a special event. You will be ejected from the facility if you are deemed to be consuming alcohol or considered under the influence of alcohol or drugs (intoxicated). A copy of Event Liquor licence must be provided 5 days before Event.

An adult must supervise all children aged 10yrs or (under), whilst in the stadium.

We expect everyone who engages with us and shares our spaces to respect staff and others and report unacceptable behaviours. Hirers must display and maintain good and decent behaviour and manage the behaviour of those in the group or team, including not using insulting or abusive language.

Hirers are to hold valid and current certificates, insurances, and licences to conduct coaching and presenting activities.

Where a public performance of sound recording takes place, it is the responsibility of the person or company who authorise the playing of the sound recording to hold a license from both APRA and PPCA.

# First Aid is the responsibility of the Hirer / School or Organisation (Sport Carnival) / Event organiser.

Not to play music or use a loudspeaker without permission. Use of loud musical instruments i.e., drum, electric guitars or similar may be used at the discretion of stadium management. **Music lyrics are not to contain abusive or prejudice language.** 

The management of Warwick stadium reserves the right to take photographs of events at the stadium for publicity, advertising and evidence of any damage done to the stadium.

All hirers and guests must take direction from Duty Managers or CCSRA authorised officers. They may close, alter, or refuse access to the hired facility at any time if the Terms and Conditions of Hire are not complied with, without assigning any reason for refusal or alteration.

#### **EQUIPMENT, PAYMENT TERMS AND CANCELLATION:**

Set up, pack down and cleaning must be done within the time of the hire stated on the Booking Confirmation. If at any time during your court, room or function hire your group wishes to continue beyond the time stated, and the Duty Manager agrees, the extra hire fees will be charged.

All tables and chairs must be returned to the correct storage area, equipment must be clean and stacked in groups of no more than ten (10).

Groups are required to clean the BBQ and leave it in a better condition than it was received in. Please ensure the BBQ oil/fat does not mark the paving. (Place BBQ away from Smoke alarms).

Groups who hire the space/BBQ are required to pay for any damage to the BBQ or facilities if found responsible.

All groups are required to bring their own gas bottle, BBQ utensils, sauces, and money float.

No water or soft drinks are to be sold. Drinks must be purchased from the Stadium.

No Candy Floss or Popcorn to be sold or consumed inside stadium.

Courts will be charged for as per the booking, not as per usage. If courts are unbooked, adjacent to a hired event, courts may be hired at our discretion to other hirers.

Due to the nature of some events payment of court space may require that the adjacent "unused" court is booked and paid for the same length of time regardless of usage of adjacent court.

Management reserves the right to terminate, cancel or move the booking at their discretion.

A bond may be required, the Booking Administrator will advise.

Casual Hire – Full payment is due 7 days before date / use of hire.

Regular hire – Court and Room hire charges are invoiced monthly. Payment is due 14 days from Tax Invoice being supplied. Non-payment may result in termination of hire agreement and future bookings.

# **CANCELLATION FEES:**

Amendments and Cancellations to bookings are to be received in writing. <a href="mailto:service@warwickstadium.com.au">service@warwickstadium.com.au</a>

# **Casual Hire**

Within 7 days of the booking date full fees will be charged.

Within 7-14 days' notice of the booking date 50% of the full booking cost will be charged.

Within 14+ days' notice of the booking date no fees will be charged.

### **Regular Hire**

Within 1 Month of the termination date full 1 Month fees will be charged.

Regular hirers need to re-book their court / room every new season, or term. Bookings will not automatically roll over into next season or term.

Notice of termination of regular booking(s) is required in writing 1 Month prior to termination date.

#### **CLEANING AND DAMAGE:**

The approved hirer is financially responsible for any damage to the Stadiums property that occurs during and because of their booking. Please report any damage discovered prior to commencement of your booking to reception to ensure that your group will not be held responsible.

Damage or specialised cleaning to Stadium property shall be paid for by any person(s) who wilfully or negligently causes damage. Hirers are responsible for damaged incurred by dependent guests and their children. Repairs are to be carried out only by CCSRA and/or its approved contractors.

Where the hirer has paid additional for cleaning, the hirer is still responsible on completion of the hire, for all rubbish being placed in bins provided and leaving the hired area in tidy state. Where hirer has excessive rubbish, the hirer is responsible for rubbish removal and the cost incurred for rubbish removal.

Notify Duty manager at Reception, of any food and beverage spillage, - courts wooden floors are to be kept dry and clean.

No chairs, tables or equipment is to be moved without management consent or placed onto the courts wooden floors without prior permission and floor protection (carpeting).

No trolleys or similar (wheels) are to be rolled, pushed, or dragged onto / across the courts.

Equipment provided by the stadium is to be kept in a neat, tidy, and good condition. If equipment is broken, please notify the Duty Manager at reception and complete the required form. Equipment that is damaged will be charged to the hirer.

FIRE ALARM FEE may be applied to a booking if members of your event are found to be responsible for false activation of the fire alarm.

## **INSURANCE:**

CCSRA is not responsible for any damage, theft or loss of items belonging to, or the responsibility of the hirer.

The centres have CCTV and due to privacy obligations, cannot be viewed, used, distributed, or supplied to public. The car park and external surrounds of the Stadiums are the responsibility of the City of Joondalup.

Regular Hirers are responsible for ensuing all relevant insurances (Certificate of Currency) required for the booking are provided to stadium management as electronic copies with booking application. Certificate of Currency - Minimum requirement for Public Liability Insurance is \$20million.

Hirers are responsible for any public liability in respect to their activity, Hirers are expected and required to take due care and diligence with occupational health and safety matters to themselves, stall holders, staff, and patrons.