

ANU SPORT - CONDITIONS OF HIRE

1. INTERPRETATION

In these Conditions unless otherwise specified:

- A. "ANU Sport" means The Australian National University Sport & Recreation Association located at Building 19, North Road, The Australian National University, Canberra ACT 0200
- B. "Application form" means the completed and signed Application overleaf
- C. "Deposit" means the sum payable in accordance with clause 3C, or if no deposit is payable, the hiring charge
- D. "Facility" means the part of ANU Sport and any fixtures, fittings, equipment and services specified and referred to in the Application
- E. "Claims and Losses" means all claims, demands, actions, proceedings, damages, losses, expenses and/or outgoings of whatsoever nature
- F. "Hirer" means the person/s or Association referred to on the application form and includes a member or members or any invitee thereof
- G. Any person signing on behalf of the Hirer personally warrants that s/he has full and valid authority to do so
- H. Where two or more persons are specified as the Hirer they shall be bound jointly and severally
- I. Any consents, agreement, approvals or authorisations required to be given or granted by ANU Sport shall only be binding upon ANU Sport if given or granted in writing and shall be effective only for the specific instance for the purpose for which it is given
- J. No contract shall exist between ANU Sport and the Hirer unless ANU Sport accepts the Application by executing the same where indicated
- K. If there are any inconsistencies between the provisions of the Application and these Conditions, the provisions of these Conditions shall prevail

2. AGREEMENT FOR HIRE

- A. Subject to the payment of the moneys by the Hirer to ANU Sport as specified in these conditions, ANU Sport grants to the Hirer a licence to use the Facility on the terms and conditions of this Agreement and in particular, in the manner, for the period and on the dates and times set out in the Application. The Facility shall only be used for the activity referred to in the application and the Hirer shall not permit any person not under its direction and control to use the Facility
- B. The Hirer shall not have exclusive use of the Facility, but only a non-exclusive licence to use the Facility. ANU Sport Management shall have free access to the Facility at all times
- C. The Hirer shall not grant any sub-licence of the whole or any part of the Facility and none of the rights, duties or obligations of the Hirer under this Agreement shall be assignable. ANU Sport shall be entitled to assign all or any of its rights, duties or obligations under this Agreement at any time and from time to time

3. HIRING CHARGE

- A. The hiring charge, being fixed, is the hiring charge payable for the Facility only, prior to any additional requirements being requested for the booking
- B. The Hirer shall pay and be responsible for all stamp and other duties, imposts, fees, taxes and charges of or incidental of the Agreement
- C. The Hirer shall pay ANU Sport such deposits as are specified in the Application. All payments will be made on the dates and in the manner specified in the Application
- D. The total hiring charge is to be paid to ANU Sport 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
- E. Additional charges will be applied and demanded if:
 - a. Any part of ANU Sport complex other than the facilities hired are used by the Hirer
 - b. The facilities hired are used by the Hirer outside the stated hiring period
- F. If the Hirer does not pay the hiring charge or deposit by the date it becomes due, the Hirer shall be deemed to have cancelled the hiring under Condition 4

4. CANCELLATION BY THE HIRER

- A. The Hirer may cancel the hiring by giving to the Manager a notice in writing of his intention to cancel the hiring
- B. If, at least 14 days before the hiring period, the Hirer cancels the hiring, ANU Sport will refund the deposit after deducting any actual expenses incurred incidental to the hiring
- C. If the Hirer cancels the hiring less than 14 days before the hiring period, ANU Sport may retain the full deposit, and the Hirer will be liable for any losses sustained by ANU Sport arising from the cancellation

5. CANCELLATION BY ANU SPORT FACILITIES MANAGER

- A. Notwithstanding any other provision of the Agreement, ANU Sport shall be entitled by written notice to terminate the Agreement without any liability to the Hirer or any other person:
 - a. Without reason, at any time prior to the date which is 14 days before the use of the Facility by the Hirer
 - b. At any time, if the Facility is or becomes unfit for use by the Hirer
 - c. The facilities may be unduly damaged by use for the hiring purpose
- B. Where the Manager cancels the hiring, the deposit will be repaid to the Hirer
- C. ANU Sport will not be liable for any loss or damage arising out of the cancellation of the hiring by the Manager

6. HIRER'S OBLIGATIONS

- A. The Hirer shall use the Facility and its related equipment and services in a safe and proper manner and will immediately comply with any directions given by ANU Sport Centre Staff
- B. The Hirer shall not hawk, sell, dispose of or supply anything whatsoever in the Facility unless such action is expressly provided for in the Application
- C. No advertising, promotion, recording, broadcasting, collection, lottery, sweepstake, game of chance or gambling shall take place at the Facility without ANU Sport written consent prior to the booking
- D. Subject to due payment by the Hirer, ANU Sport, (and / or its affiliates), shall provide or procure the food and beverages, technical services and equipment, staff and other services specified in the Application unless ANU Sport agrees to waive this right by providing written consent prior to the booking
- E. ANU Sport, (and / or its affiliates), has the exclusive entitlement to provide or procure the provision of food and beverages at the Facility. The Hirer shall not permit the bringing in or consumption of any food or beverages not provided or procured by ANU Sport unless ANU Sport agrees to waive this right by providing written consent prior to the booking
- F. This Agreement does not give the Hirer or any person referred to in Condition 7(a) permission to gain any form of Liquor License, sell liquor or drink liquor on Australian National University property
- G. It is the responsibility of the Hirer to ensure all litter is picked up and placed in the correct receptacles at the end of the booking, and that all facilities and change rooms booked by the Hirer are left in a clean, fit and tidy state

7. INSURANCES AND INDEMNITY

- A. The Hirer shall be solely responsible for all persons (e.g. spectators, guests, players, visitors, children) and their behaviour whilst they are on ANU Sport property for any purpose or reason which in any way relates to the use of the Facility by the Hirer and shall indemnify and keep indemnified ANU Sport from all Claims and Losses made by, commenced, suffered or incurred by such persons
- B. The Hirer shall take out and maintain a Public Risk insurance policy. All certificates of insurance shall be made available for sighting and copying by ANU Sport
- C. The Hirer:
 - a. Agrees that he has satisfied himself that the facilities are fit for the hiring purpose, and acknowledges that ANU Sport does not warrant that the facilities are fit for the hiring purpose
 - b. Agrees to use the Facility at its own risk and without limitation agrees that all property belonging or brought onto the Facility by the Hirer shall be at the sole risk of the Hirer
 - c. Shall indemnify and keep indemnified ANU Sport from Claims and Losses arising from or relating to (either directly or indirectly or wholly or in part), the use of the Facility including without limitation:
 - i. Death or injury of any person
 - ii. Loss or damage of any property of any person
 - iii. Loss or damage resulting from the use, misuse or malfunction of any equipment or property by the Hirer or any person referred to in Condition 7A

- d. Shall indemnify and keep indemnified ANU Sport from all Claims and Losses made by, commenced, suffered or incurred by the Hirer or any other person which arise from or in any way relate to any:
 - i. Termination effected under Condition 5
 - ii. Refusal, ejection, closure and/or vacation effected under Condition 9B
 - iii. Inability to perform pursuant to Condition 9C, and
 - iv. Cancellation effected under Condition 9B, 9C, 9D and 9F

8. DAMAGE TO FACILITIES

- A. The Hirer shall make good any damage caused to the Facility (either directly or indirectly) by the Hirer or its use of the Facility or by any person referred to in Condition 7A
- B. The Hirer or any person referred to in Condition 7A shall not erect any sign or notice, alter, make, paint, drill or in any way mark or deface any part of the Facility property or remove alter or move any of its fixtures or equipment without first obtaining the written consent of ANU Sport
- C. No tent, marquee, hut, stall or other structure shall be erected by the Hirer without the prior written consent of ANU Sport
- D. It is the responsibility of the Hirer to ensure any person/s referred to in Condition 7A stays within the immediate vicinity of the Facility and does not enter other areas of 'The Australian National University'

9. ADMISSION AND REMOVAL OF PERSON

- A. The Hirer or any person referred to in Condition 7A shall comply with all directions, rules and regulations which relate to the Facility and 'The Australian National University'. It is the responsibility of the Hirer to ensure any person/s referred to in Condition 7A is made aware of, and abides by the University's parking restrictions
- B. ANU Sport shall be entitled to refuse admission or eject any undesirable person/s from the Facility without any liability on the part of ANU Sport. If any person/s refuses to obey any direction, ANU Sport shall be entitled to close and/or vacate the Facility without any liability from the Hirer or any other person. If the Facility is closed, ANU Sport shall be entitled to retain any moneys paid by the Hirer without prejudice to any other rights or remedies ANU Sport may have.
- C. If for any reason beyond its control (including without limitation any malfunction, fault or failure of plant or equipment or disruption to supply of power, water or services) ANU Sport is unable to perform all or any of its obligations under this Agreement, such non-performance is excused and may cancel this Agreement without liability from the Hirer or any other person of whatsoever nature.
- D. ANU Sport shall also be entitled to cancel this Agreement or evacuate the Facility without liability from the Hirer or any other person if in the opinion of ANU Sport such cancellation is required in order to ensure the safety of persons or property.
- E. The Hirer shall promptly vacate the Facility at the time and on the date set out in the Application and simultaneously remove all of its equipment and property from the Facility
- F. If at any time:
 - a. Any moneys payable by the Hirer to ANU Sport are in arrears, or
 - b. The Hirer commits a breach of any term or condition of this Agreement (whether positive or negative)
 Then ANU Sport may give notice immediately terminating this Agreement, without prejudice however, to any rights ANU Sport may have for any antecedent breach

10. OTHER AND GENERAL

This Agreement shall be governed by the laws of the Australian Capital Territory

I / WE HAVE READ AND HEREBY AGREE TO BE BOUND BY ANU SPORT'S ABOVE CONDITIONS OF HIRE:

Name: _____
(please print)

Signature: _____ Date: _____

Name: _____
(please print)

Signature: _____ Date: _____