

2010 CONDITIONS OF HIRE

SYDNEY OLYMPIC PARK SPORTS CENTRE/SPORTS HALLS/HOCKEY CENTRE

1. APPLICATION AND PAYMENT

- a. An Application for Hire form for the appropriate venue must be completed and submitted.
- b. The Hirer must pay the booking fee in full to confirm the booking once availability of the venue has been advised.
- c. No cancellations, refunds or changes are permitted after booking payment has been processed.
- d. It is the Hirer's responsibility to ensure that all bookings start and finish on time. If the Facility is used longer than the booked hire period, the Hirer will be required to pay an additional fee calculated on a pro rata basis for the additional time used.
- e. Actual cleaning costs will also be charged for bookings where the size or makeup of the spectator crowd requires the engagement of an event cleaner.

2. HIRER'S RESPONSIBILITIES

The Hirer is responsible for:

- a. organising and running the Activity conducted during the booked period in consultation with the General Manager;
- b. leaving the Facility, including playing areas, change rooms, toilets and showers, in a reasonably clean state. If the Facility is left in a state that requires extensive cleaning, the Hirer will be liable to pay any additional cleaning fee;
- c. making sure all participants and officials are appropriately attired, especially with regard to footwear. Non-marking footwear only is allowed on all sports floors;
- d. arranging appropriate first aid services for competitors and all other persons involved in, or associated with, the booked Activity;
- e. reporting any accident or injury occurring at the Facility during the period of hire. The Hirer undertakes to inform SOPA staff immediately of any incident and to cooperate with staff in completing any documentation required;
- f. supervision and control of participants and officials and restriction of spectators to designated areas;
- g. making sure its employees, agents, contractors and invitees comply with all directions or instructions from the General Manager;
- h. ensuring the Facility is not used for any Activity other than that specified on the Application for Hire form.
- i. notifying us within 14 days of the date of the relevant invoice/statement if you disagree with any of the details.

3. CANCELLATION

- a. The General Manager may close the Facility at any time at his/her absolute discretion. Neither SOPA nor the General Manager will be responsible for any loss or damage, direct or indirect, that may be incurred by the Hirer as a result of any such closure.
- b. The General Manager may at any time at his/her absolute discretion cancel a booking in the event of any breach of these Conditions of Hire by the Hirer, its employees, agents, contractors or invitees. In such circumstances the Hirer will not be entitled to a refund of the booking charge or any part thereof and neither SOPA nor the General Manager will be responsible for any loss or damage, direct or indirect, that may be incurred by the Hirer as a result of any such cancellation.
- c. In the event of a closure of the Facility or cancellation of a booking as a consequence of a breach of the Conditions of Hire by the Hirer, the Hirer will be responsible for payment to SOPA of all expenses incurred by SOPA as a consequence of such closure or cancellation.
- d. Booking deposits are non-refundable.
- e. It is SOPA policy to give priority to Hirers wishing to stage major events. SOPA reserves the right to cancel any booking made in accordance with these Conditions of Hire, at any time, due to the Facility being required for a major event. Every effort will be made to limit the impact of any cancellations. In this event any booking fee paid by the Hirer will be refunded.

4. ADMISSION

- a. The General Manager may, at his/her absolute discretion refuse admission to the Facility to any person.
- b. The Hirer shall not permit any person to enter the Facility to whom admission has been refused by the General Manager.
- c. The General Manager may at his/her absolute discretion direct any person to leave the Facility.
- d. The General Manager shall at all times be entitled to free and unrestricted access to any part of the Facility.

5. CIVIL LIABILITIES ACT 2002

- a. SOPA advises patrons, who use the facilities for recreational activities, of the reduction in its duty of care provided under the Civil Liabilities Act 2002. This advice is displayed on signage at each facility as follows:

Risk Warning under Section 5M of the Civil Liability Act 2002: Players, spectators, officials and all other visitors are warned that the recreational activities in these facilities involve the risk of injury.

6. PARKING

- a. The Hirer, its employees, agents, contractors or invitees shall comply with all parking regulations and the directions of staff in the parking areas controlled by SOPA.
- b. The Hirer shall be responsible for notifying its employees, agents, contractors, participants and invitees of the parking available within Sydney Olympic Park and all associated charges, regulations and restrictions.

7. ANIMALS

No animal, except for a seeing-eye dog accompanying a visually impaired person, shall be admitted inside any building unless the written consent of the General Manager is first obtained. Dogs on leads are permitted in designated areas within the grounds as long as they are under the effective control of their owners, all droppings are removed by the owner and the instructions of SOPA staff are complied with.

8. DAMAGE

The Hirer shall pay SOPA all costs incurred for repairing any damage to the Facility or any part thereof arising out its use by the Hirer, its employees, agents, contractors, participants or invitees.

9. WARRANTY

SOPA does not warrant that any plant or equipment in the Facility is suitable for the purpose intended by the Hirer and SOPA shall not accept any responsibility or liability for any fault or failure of the lighting, electrical, heating, scoreboard, video screen or public address systems or any consequential loss arising from any such fault or failure. The Hirer acknowledges and agrees that it is the sole responsibility of the Hirer to establish to its own satisfaction the suitability of all such plant and equipment for the use and purpose intended by the Hirer.

CONDITIONS OF HIRE (continued)

10. USE OF THE FACILITY

- a. The Hirer shall not sub-let all or any part of the Facility.
- b. The Hirer shall not bring any alcoholic beverages, or allow any participants or spectators to bring alcoholic beverages into the Facility or the immediate vicinity of the Facility.
- c. No fixture, fittings or furnishings in the Facility may be altered, moved or removed without the prior consent of the General Manager and in accordance with any conditions notified by the General Manager.
- d. No advertisements may be displayed on, in or in the vicinity of the Facility without the prior consent of the General Manager and in accordance with any conditions notified by the General Manager.
- e. All broadcasting fees, advertising and any other revenues received that are related to the hire of the Facility will be shared as agreed between the General Manager and the Hirer.
- f. No marquee, hut, stall or similar structure shall be erected within the area surrounding the Facility without the prior consent of the General Manager and in accordance with any conditions notified by the General Manager.
- g. No collection, bet, wager, game of chance or mixed chance and skill, sweepstake or lottery shall be conducted in or in the immediate vicinity of the Facility without the prior consent of the General Manager and in accordance with any conditions notified by the General Manager.
- h. No selling, hawking or disposing of any item in the Facility shall take place without the prior approval of the General Manager and in accordance with any conditions notified by the General Manager.
- i. The Hirer shall not take or permit to be taken into the Facility any machine or vehicle for selling without the prior approval of the General Manager and in accordance with any conditions, including payment of a fee, notified by the General Manager.
- j. The Hirer shall not offer or expose for sale any refreshments or any other goods or services in or in the vicinity of the Facility without the prior approval of the General Manager and in accordance with any conditions, including payment of a fee, notified by the General Manager.
- k. A number of activities can be held in the venue at one time. Clients are advised that the noise from these activities may be distracting.
- l. Use of spectator seating on Level 3 (Sports Centre) will incur a fee in addition to court hire.
- m. Spectators are permitted to take photos of their own family and friends, however, please respect the privacy of other patrons, in particular children, by not taking photos of them. Commercial photography or filming must be organised in advance.
- n. Manual scoring equipment is not provided by the venue (i.e. volleyball and table tennis flipper score boards).
- o. Smoking in the Facility is prohibited.

11. IN ADDITION TO THE ABOVE THE FOLLOWING APPLY TO THE HOCKEY CENTRE AND GYMNASTICS CENTRE

Hockey Centre

- a. The Hockey Centre shall not be used for any Activity other than that specified on the application form.
- b. A surcharge of \$500 will be levied on all National and International events held on the Olympic pitch to cover the cost of an initial clean of the grandstand.
- c. Actual cleaning costs will also be charged for other bookings where the size or makeup of the spectator crowd requires the engagement of an event cleaner.
- d. There are three levels of lighting at the Hockey Centre to suit different requirements. If the highest level, broadcast/TV lights, are requested an additional charge will apply.
- e. The pitches are 'all weather'. This means that if competition or training is postponed due to inclement weather, the pitch hire costs will not be refunded. It is the hirer's responsibility to delay play due to adverse or dangerous weather conditions. Trust staff should be notified in respect of any concerns as to the condition of the pitch.
- f. No sprigs, cleats or metal fittings are permitted on the turf.
- g. All injuries sustained on the turf involving blood must be appropriately treated.
- h. The Hirer is to contact Reception (dial 9 on dugout phone) or speak to Trust staff about matters concerning the scoreboard, turf lighting or if a team or umpire is dissatisfied with the moisture level of the turf.
- i. The hockey pitch surface is POLIGRAS Olympia 2008 which requires 30-40% less water than other surfaces. Even when dry POLIGRAS Olympia 2008 satisfies FIH requirements for all but the highest level tournaments so please consider this and the environment before requesting pitch watering.

Gymnastics Centre

- a. Participants are not permitted in the Gymnastics Centre unless a qualified coach is present and in charge of the Activity.
- b. Coaches in charge must hold a current accreditation as a Gymnastics Coach and Technical Membership with NSW Gymnastics.
- c. The Hirer must provide its own magnesium carbonate (chalk).
- d. All jewellery and hairpins are to be removed by participants.
- e. No food or drinks are permitted in the Gymnastics Centre except water bottles.
- f. Only one (1) gymnast is permitted on the trampoline at a time.
- g. The Hirer is responsible for ensuring all supplementary equipment including weights, boxes, wedges and small bars are returned to their correct position after use.
- h. The Hirer is responsible for ensuring all gymnasts and coaches leave the Gymnastics Centre on completion of the booking period.
- i. School or group booking guidelines for coach numbers:
 - 1 – 15 participants require one (1) coach
 - 16 – 30 participants require one (1) coach and the involvement of one (1) active teacher
 - 31 – 50 participants require two (2) coaches and the involvement of one (1) active teacher
 - 51 – 70 participants require three (3) coaches and the involvement of one (1) active teacherFor information regarding equipment usage contact the Gymnastics Coordinator on 9763 0111.
- j. Payment is to be made in full in advance. Payment for any additional participants must be paid for at Reception before the participant takes part in the activity.
- k. The Gymnastics Centre is located near the Hall of Legends and the Arena in which various activities are held. The noise from these activities may be distracting to users of the Gymnastics Centre.

12. DEFINITIONS

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| Hirer | the person and organisation described on the Application for Hire form. |
| Activity | the booking details contained on the Application for Hire form. |
| Facility | the venue that the booking is at – the Sydney Olympic Park Sports Centre, Sports Halls or Hockey Centre. |
| SOPA | Sydney Olympic Park Authority. |
| General Manager | the person designated as General Manager of Sydney Olympic Park Venues, a person acting in that capacity or any other person authorised in writing by SOPA. |