

Court Hire Agreement



BERNIE MULLANE SPORTS COMPLEX

Belgravia Leisure Pty Ltd
ABN 18 118 940 063
T/as The Bernie Mullane Sports Complex
10 Marella Avenue
Kellyville, NSW, 2155
Email: berniemullane@belgravialeisure.com.au

Ph: (02) 8824 3522
Fax: (02) 8824 4938

Mon-Fri: 9am – 12pm & 4pm – 10pm
Sat & Sun: 8am – 3pm

HIRER DETAILS

Organisation (if Applicable):

Surname:

First Name:

Contact Number:

Email:

Emergency Contact Name & Number

COURT HIRE

Start & Finish Date:

Start Time:

Finish Time:

Type of Court:

Number of Courts:

***PAYMENT WILL BE REQUIRED ON ARRIVAL BY CARD ONLY AS WELL AS MARKING OFF ATTENDANCE FOR CONTACT TRACING PURPOSES. Please provide us the list of attendees.**

I hereby agree that all the details attached to this agreement are correct and I also accept and agree to all the above terms and conditions

Signature:

Date:

Witness:

Date:

***PLEASE NOTE THAT COMPLETION OF THE FORM DOES NOT GUARANTEE BOOKING**

Terms and Conditions

Booking and agreements are made upon and are subject to Centre rules, availability and the following conditions:

- **Confirmation of bookings** – all bookings will be confirmed in writing, outlining details of the court hire. Until this occurs the space is not expected to be available and the hire agreement will not have started.
- Set up on to Weekly direct debit will incur a \$10.00 start up fee. Please ask for details if you would like this option.
- Maximum booking timeframe is 3 months – in line with the Centre’s quarterly hire schedule
- **Cancellations** – in the event where a confirmed booking is cancelled the following will apply: you must advise the Centre of any changes via email to berniemullane@belgravialeisure.com.au, with at least 48 hours prior to the booking date. If you do not contact us within this time, you will be charged the amount of your regular booking.
- *Hire dates/days, time and duration* – you agree to commence your hire and vacate the designated hire space on the day(s), date(s) and time(s) (start and finish)
- *Supervision, public safety and security* – the hirer assumes full responsibility during the period of hire for the supervision, safety, first aid requirements and control of all its guests, members, players, staff and visitors. The hirer assumes full responsibility during the period of hire in ensuring that relevant employees and volunteers deemed to require Working with Children Check and Police Check, have valid and up-to-date checks.
 - The hirer is responsible for any first aid requirements including the provision of qualified first aid officers for its guests, players, staff, players and visitors.
 - Where specialised supervision (e.g. lifeguards) or qualified first aid officers are required, the hirer, must provide Belgravia Leisure with evidence of the qualifications and numbers of staff the hirer will use.
 - Special arrangements by the Centre to provide additional staff for either supervision (e.g. lifeguard) or security (e.g. door or crowd control) can be provided at an additional cost.
- *Public Liability risk insurance (where required)* – hirers shall have a public liability risk insurance policy for no less than ten millions dollars (\$10,000,000) and must provide a Certificate of Currency on demand at any time prior to confirmation of and at any time during the times of booking; to Belgravia Leisure’s satisfaction.
- *Release and indemnity* – the hirer agrees to hire the designated area of hire for the activity at its own risk and agrees to indemnify Belgravia Leisure, its officers, servants and agents from all claims and demands where the hirer is proven negligent its own acts or omissions.
- *Loss or damage* – the hirer agrees to reimburse Belgravia Leisure for any loss or damage incurred as a direct result of the activity in the designated area of hire, within reasonable control of the hirer and in breach of the hire agreement, including but not limited to loss or damage to the building or equipment.
 - The Centre may require a bond (which may be the deposit) to be held against loss or damage including but limited to the building or equipment refundable after the event or drawn upon to pay for loss or damages resulting from the hire.
- *Alcohol* – no alcohol is permitted to be brought into the Centre by the hirer, its guests, players, members, staff and visitors during the period of hire, unless agreed by Belgravia Leisure
- *Smoking* – smoking is not permitted with the Centre or any associated facilities
- *Force Majeure* – Belgravia Leisure shall be relieved from all liability in respect of any breach of its obligations under this agreement. Should such a breach be caused, directly or indirectly, by an event of Force Majeure. Force Majeure shall mean any act, matter or thing whatsoever not within the reasonable control of Belgravia Leisure and which adversely affects the capacity of Belgravia Leisure to perform its obligations hereunder or wholly prevents the performance of the same.
- *Emergency procedures* – in case of emergency, you and your guests, must listen to instructions provided by Belgravia Leisure staff and follow the emergency procedures in the attached emergency evacuate plan.