



Bookings Request Form

Name of Organisation Hirer

Description of Activity

Attendance No's

Address

Suburb Postcode

Contact (1)

Phone Mobile

Email

Contact (2)

Phone Mobile

Email

Additional requests

Café/catering

Equipment

Other

Booking details

Facility	Start Date	Finish Date	Start Time	Finish Time	Office Use Only	
					Cost/hr	Total Cost

A Confirmation Form will be issued to the Hirer when the booking is finalised. Please note the booking requests are not confirmed until the Confirmation Form is returned to the Hirer. The Hirer will be solely responsible to communicate booking details to its officers, employees, agents and players.



T H E F O R U M[®]

Hiring Facilities Contract

Recitals

1. Newcastle University Sport (NUsport) has developed various sporting facilities at the University and manages those facilities for and on behalf of the University of Newcastle.
2. These facilities are made available by NUsport for hire under the terms of this Contract to the contracting party (hereinafter referred to as 'the Hirer').
3. This NUsport Hiring Facilities Contract with the NUsport Bookings Request and subsequent Confirmation Form together, form the agreement between NUsport and the Hirer.

Bookings requests

Booking requests must be lodged using a Bookings Request Form and normally will not be accepted more than 12 months in advance. Verbal or telephone bookings cannot be accepted. A Confirmation Form will be issued to the Hirer when the booking is finalised. Please note the booking requests are not confirmed until the Confirmation Form is returned to the Hirer. The Hirer will be solely responsible for communicating booking details to its officers, employees, agents and players.

A booking request for the hire of NUsport facilities will not be approved unless the Hirer agrees to accept the terms and conditions contained in this Hiring Facilities Contract as set out herein.

Conditions of facilities and equipment

The Hirer agrees that it has satisfied itself that the sports facilities and equipment are fit for the hiring purpose and acknowledges that neither NUsport nor the University warrants that the facilities are fit for the hiring purpose.

The Hirer will use the sports facilities and their related equipment in a safe and proper manner at all times and will immediately comply with any directions given by NUsport or University staff.

The Hirer will ensure that the sports facilities are left in a clean and tidy condition at the end of each hire period. Failure to do so may result in additional fees for cleaning or in the cancellation of future bookings.

The Hirer must not bring the University or NUsport into disrepute. NUsport may refuse any application for hire if the proposed event is judged to be inappropriate for a NUsport facility.

Equipment hire

Fees for the hire of equipment are additional to the facility hire fee. Equipment will not be issued to users unless the hire or issue is recorded in the appropriate register and the relevant fee is paid at the time of hire.

Where there is no hire charge for equipment use, the Hirer will be required to pay a security deposit or provide a suitable form of identification as a deposit before the equipment is issued.

The Hirer agrees to meet reasonable replacement costs if hired equipment is not returned to NUsport within seven days of issue.

Cancellations

The Hirer may cancel or change the booking by notifying NUsport at least 48 hours before the use of the facility is to take place and in the case of a cancellation NUsport will refund the amount paid in respect to that booking.

Where the Hirer fails to attend a booking and has not provided advance notice of cancellation or change, the Hirer will incur a cancellation fee of 100% of the hire fees.

Hiring charges

Payment must be made prior to a group using the facility

The Hirer will be solely responsible for communicating additional booking requests. Where the Hirer fails to communicate additional booking requests and utilises NUsport facilities without prior confirmation, an additional charge of \$300.00 (ex GST) per infringement will be issued

Facility closures

The Hirer will be solely responsible for communicating scheduled facility closures to its officers, employees, agents and players. Where the Hirer fails to communicate scheduled facility closures as advised by NUsport or as noted on The Forum website www.theforum.org.au and utilises NUsport facilities, an additional charge of \$300.00 (ex GST) per infringement will be issued.

NUsport reserves the right to close ovals at any time before or during the booked period. The Hirer is required to comply with any decision made or direction given by NUsport. If it has rained overnight or it is raining during the morning of the scheduled event, it is the Hirer's responsibility to check with NUsport or visit The Forum's web page to ascertain availability of University Ovals.

Supervision

The Hirer will be solely responsible for the supervision, control and behaviour of its officers, employees, agents, players and spectators while using the sports facilities and services. The Hirer acknowledges that anti-discrimination and anti-vilification policies of the University and NUsport will be enforced particularly in respect of anti-social behaviour likely to cause offence.

Damage

With the exception of normal wear and tear, the Hirer will be responsible for the cost of repairing any damage to buildings, fixtures, fittings, furnishings, equipment or other property of the University or of NUsport, incurred as a result of the hiring. Invoices for the cost of repairing any damage will be sent to the Hirer for payment.

All warm ups, agility, speed and fitness must be undertaken outside the marked playing field. Where the Hirer fails to undertake warm ups, agility, speed and fitness outside the marked playing field, the Hirer will be charged an additional fee of \$300 (ex GST) per infringement and/or the cancellation of future bookings.

Alcohol and glass

The Hirer acknowledges that the sports facilities are alcohol free zones and will ensure that no alcohol is consumed in these areas unless expressly authorised by the Chief Executive Officer, NUsport.

Where authorised, the provision of alcohol by the Hirer must be undertaken under the guidelines detailed in the NSW Responsible Service of Alcohol policy and the Hirer must provide NUsport with a copy of the relevant functions licence before a booking is made for a function at which alcohol is proposed to be provided.

The Hirer acknowledges that the sports facilities are glass free zones and will ensure that no glass items are taken onto or into any part of the sports facilities.

Photography and Image Release

The Hirer gives permission for NUsport to use in whole or in part, any images of members of its group taken within or upon NUsport grounds and/or facilities, and/or any images of members of its group taken participating in events in which I represent NUsport in any location. NUsport may use these images for promotional, marketing, advertising, commercial and other related purposes.

The Hirer understands and agrees that these images may be used in any form of media an unlimited number of times, and may be distributed worldwide.

The Hirers assigns copyright to NUsport or its agent and release and discharge same against liability for the reproduction of these images.

Animals

Other than for Guide dogs, the Hirer will not allow any animal to be brought onto the University property.

Dangerous goods

The Hirer will not bring or allow any person to bring onto University property any explosives, flammable liquids, corrosive chemicals, dangerous goods or other like hazardous substances.

Footwear

The Hirer will ensure that all members of its group wear appropriate footwear in accordance with safety requirements at all times. Enclosed, non-marking footwear is required in the Stadium Court, Auchmuty Court, Studio, Aerobic Room, High Performance Training Zone, Meeting Rooms, Gymnasium, Climbing Wall, Squash and Tennis courts. The Hirer acknowledges that football boots are not to be worn in the Stadium Court, Auchmuty Court, Studio, Aerobic Room, High Performance Training Zone, Meeting Rooms, Gymnasium, Climbing Wall, Squash and Tennis Courts.

Keys

All keys are to be signed-out and signed-in on return, in the appropriate register and generally a deposit is taken. Hirers are not permitted to access storage areas without appropriate authority. Keys cannot be collected more than 15 minutes before commencement of confirmed booking time and all keys must be returned within 15 minutes on conclusion of the confirmed booking time. If the keys are not returned within these specified times, hiring charges as listed in this contract will be applied until the key is returned. Keys will only be issued to persons on the current Access Authority lists signed by the Bookings Coordinator. A key will not be issued to others collecting on their behalf.

No smoking

The Hirer will ensure that all members of its group are aware of the University policy regarding the prohibition of smoking in any building, next to any building entrance or in or on the sports facilities.

Parking

The University campus is a restricted parking area and University parking regulations apply at all times. All vehicles must have a permit displayed between the hours of 8.00am and 5.30pm weekdays, all year, even during University holidays. Day permits can be purchased at all car parks. All NUsport car parks have a two hour parking restriction (except for Car Park 13 and 16). All vehicles must be parked in the designated parking bays. Fines for parking infringements are issued by the University of Newcastle.

For University Traffic Rules see <http://www.newcastle.edu.au/service/parking/index.html>

Signage

No poster, placard, sign or advertisement relating to any matter shall be placed, painted or affixed anywhere on or in the sports facilities by the Hirer without the prior approval of the Chief Executive Officer, NUsport. The Hirer will not permit any part of the facility to be defaced. Any non-compliant signage will be removed.

Sales and catering

The Hirer shall not permit any items to be brought onto or into the Sports facilities for catering or for selling purposes without the prior approval of the Chief Executive Officer, NUsport. NUsport reserves the absolute right to provide catering for all groups interested in a catering service. This can be arranged when making your booking.

Sub-hiring

The Hirer will not use the sports facilities for any purpose other than that described in this agreement and shall not sub-hire or sub-let the premises or use the sports facilities in any way for commercial purposes or financial gain without the prior approval of the Chief Executive Officer, NUsport.

University and NUsport name

The Hirer will not use the name of the University or NUsport or the University crest or any part thereof in any advertising or promotional material or make any statement that implies or might imply that the University or NUsport is in any way connected to the function.

Safety induction

The Hirer will ensure that at least two supervising members in its group complete the following:

1. NUsport Facility Induction

First aid

Should any injured person require first aid, contact Reception on 02 4921 7001 situated at the entrance of The Forum building. If the centre is closed, please contact University Security on 02 4921 5729.

When an accident occurs an Incident Report Form must be completed, signed and handed to Reception at The Forum.

Emergency procedures

On hearing the evacuation alarm (fire bell) or on being instructed to evacuate:

1. Move to the evacuation point as directed by staff;
2. When instructed to evacuate, leave by the designated exits, do not use the lifts;
3. Move quietly and calmly to the assembly area and remain in the company of NUsport staff at all times.

Security can assist you in any situation; please phone 02 4921 5729. In an emergency only, phone 02 4921 5888.

Indemnity

The Hirer will indemnify and keep indemnified NUsport and the University and their officers, employees and agents ("those indemnified") from and against all actions, claims, demands, costs and expenses (including the costs of defending or settling any action, claim or demand) made, sustained, brought or prosecuted against those indemnified in any manner based on any loss or damage to any person or any loss or damage to property which may arise in connection with any act or omission of the Hirer in the performance of this agreement.

The Hirer's liability to indemnify NUsport and the University will be reduced proportionally to the extent that any unlawful or negligent act or omission of NUsport, the University or their employees or agents contributed to the loss of damage.

Hirer assumes own risk

As stated in the Civil Liability Act 2002, a term of a contract for the supply of recreation services that is to the effect that a person to whom recreation services are supplied under the contract engages in any recreational activity concerned at his or her own risk operates to exclude any liability to which this Division applies that results from breach of an express or implied warranty that the services will be rendered with reasonable care and skill.

Insurance

The Hirer will effect and maintain the following policies of insurance:

1. A public risk insurance policy for an amount of \$10 million for each event in respect of its staff, agents, invitees, subcontractors, consultants, players and competitors;
2. A policy covering the Hirer's liability for workers compensation insuring the Hirer for events which may occur at any time during the period of hire;

and will provide certificates of currency of those policies when requested to do so by NUsport.

Assignment

The benefit of this agreement or any rights or obligations under it shall not be assigned or novated in whole or in part by the Hirer without the prior permission or approval and consent of the University and NUsport.

Waiver

Failure by the University or NUsport to exercise any of their rights under this agreement will not operate as a waiver by either the University or NUsport of any rights either of them may have under this agreement.

Termination

The University or NUsport may at any time before the commencement of, or during the hire period, cancel the hiring and upon refunding the hire fees and charges to the Hirer, neither the University nor NUsport will be liable to the Hirer for any damages for such cancellation

I (the Hirer) confirm I have read, understand, accept and take full responsibility to ensure that all the terms and conditions contained in the NUsport Hiring Facilities Contract are met. I understand and acknowledge on behalf of the persons/group specified hereunder, that we undertake activities on NUsport and University facilities at our own risk.

Name of persons/group booking the facilities:

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Signature of authorised person (the Hirer)

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Signature of authorised person (NUsport)

.....
Name of authorised person (block letters)

.....
Name of authorised person (block letters)

Date:

Date: