

# Conditions of Hire of Facilities - AIS Campus

---

## 1. Defined terms

In this agreement:

**AIS Campus** means the campus of the Australian Institute of Sport in Bruce, Canberra with its main entrance at Leverrier Street.

**ASADA** means the Australian Sports Anti-Doping Authority.

**ASC** means the Australian Sports Commission and includes any person authorised by the ASC to carry out a function or exercise a power of the ASC for the hire of facilities.

**Booking Confirmation** means the document forwarded to the Hirer by the ASC confirming the Hiring Period, Hiring Purpose, Hiring Fee and other hiring details.

**Claim** includes a claim, notice, demand, action, proceeding, litigation, investigation, judgement, damage, loss, cost, expense or liability whether present, unascertained, immediate, future or contingent and whether based in contract, tort, statute or otherwise.

**Deposit** means the deposit amount specified in clause 3.2(a).

**International Groups** means groups originating from outside Australia.

**Event** means the event specified in the Booking Confirmation for which the facilities are being hired.

**Facilities** means the part of the AIS Campus specified in the Booking Confirmation and any fixture, fittings, equipment and services provided by the ASC for the Event.

**Facilities Users** means the Hirer's employees, officers, agents, contractors, guests and invitees to the Facilities, including competitors, participants, athletes, coaches and officials invited or authorised by the Hirer to use the Facilities.

**Hirer** means the hirer specified in the Booking Confirmation.

**Hirer's Equipment** means all equipment and other items, including all sporting and electrical equipment or items, all advertising signs and all sound and lighting equipment, belonging to or brought into the AIS Campus by or on behalf of the Hirer or any of the Facilities Users.

**Hiring Fee** means the fee specified in the Booking Confirmation.

**Hiring Period** means the period specified in the Booking Confirmation.

**Hiring Purpose** means the purpose specified in the Booking Confirmation or, if not specified, the ordinary purpose for the Facilities.

**Laws** means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth, or a local government.

**Liabilities** includes all liabilities, losses, damages, costs, expenses and fees of any description, including legal costs on a solicitor and own client basis.

**Merchandise** means items and products relating to the Event or the participants in the Event such as apparel, CDs, DVDs, posters, magazines and toys, but does not include food and drinks including beverages, confectionery and refreshments.

**Venue Hire Only Event** means any Event that comprises hiring of an individual venue or sporting facility only and does not apply to competitions, functions, conference, camps, day visits, accommodation and carnival bookings.

**WHS Laws** means the *Work Health and Safety Act 2011* (Cth) and any corresponding work health and safety law as defined in that Act.

## 2. Agreement for hire

- (a) Subject to the provisions of these conditions, the ASC will hire the Facilities to the Hirer for the Event during the Hiring Period.
- (b) These conditions and the Booking Confirmation comprise the agreement between the parties and constitute the entire agreement on the subject matter. In the event of any inconsistency, the Booking Confirmation prevails over these conditions.
- (c) The agreement between the parties is formed upon the first to occur of the Booking Confirmation being signed by the Hirer and returned to the ASC or the hiring commencing.

## 3. Hiring Fee

### 3.1 Setting of Hiring Fee

- (a) If the Hiring Fee is specified in the Booking Confirmation as fixed, the specified fixed amount is the Hiring Fee payable.
- (b) If the Hiring Fee is described in the Booking Confirmation as being based on certain variables and/or inclusions (for example, number of people, catering options), the amount shown is the minimum Hiring Fee and may be increased by the ASC in accordance with any changes to those variables requested by the Hirer based on rates determined from time to time by the ASC. The Hiring Fee payable will be the total of the minimum Hiring Fee and the additional amount.
- (c) The Hirer is not permitted to use the Facilities outside the Hiring Period or any other part of the AIS Complex not specified in the Booking Confirmation. In the event that the Hirer does so, additional fees will be applied and demanded.

### 3.2 Confirmation of booking and deposit payable

- (a) A deposit of 20% of the Hiring Fee, 50% for International Groups, or other negotiated amounts as specified in the Tax Invoice issued by the ASC, is required for all bookings, other than for Venue Hire Only Events, and will be applied by the ASC towards the Hiring Fee.
- (b) Deposits must be paid within 14 days of the invoice date, unless alternative arrangements have been specified on the Booking Confirmation.

- (c) The booking will only be confirmed when the signed Booking Confirmation has been returned to the ASC and the deposit invoice paid in full. Until such time that this occurs, the booking will remain tentative.
- (d) The AIS reserves the right to cancel any tentative booking should the signed Booking Confirmation not be returned or deposit not paid in full by the due date. The ASC will not be liable for any loss arising from such cancellation.

### 3.3 Payment of Hiring Fee

The Hirer must pay the Hiring Fee to the ASC by the due date as specified on the Tax Invoice issued by the ASC.

## 4. Cancellations and reductions

### 4.1 For all Events other than Venue Hire Only Events

- (a) This clause does not apply to Venue Hire Only Events.
- (b) The Hirer may cancel the hiring, or partially cancel the hiring (reduction) by giving to the ASC a notice in writing of the Hirer's intention to cancel or reduce the hiring. If a booking is cancelled or reduced the client shall pay the cancellation fees as set out below.
  - (i) More than 90 days
    - (A) If the booking is cancelled, the deposit will be refunded less a \$200 cancellation fee.
    - (B) If the booking is reduced by more than 50% of the Hiring Fee, an administration fee of \$200 will be charged and added to the final cost of the booking.
  - (ii) 90 - 46 days
    - (A) If the booking is cancelled, 10% of the Hiring Fee of the original booking is payable as a cancellation fee, less any deposit already paid.
    - (B) If the booking is reduced, a fee equivalent to 10% of the reduction in Hiring Fee will be charged and added to the final cost of the booking.
  - (iii) 45 - 8 days
    - (A) If the booking is cancelled, 20% of the Hiring Fee of the original booking is payable as a cancellation fee, less any deposit already paid.
    - (B) If the booking is reduced, a fee equivalent to 20% of the reduction in Hiring Fee will be charged and added to the final cost of the booking.
  - (iv) 7 days – Start of booking
    - (A) If the booking is cancelled or reduced, the full Hiring Fee of the original booking is payable, less any deposit already paid.

### 4.2 Cancellation of Venue Hire Only Events

- (a) This clause only applies to Venue Hire Only Events.

- (b) The Hirer may cancel the hiring by giving to the ASC a notice in writing of the Hirer's intention to cancel the hiring. If a booking is cancelled the client shall pay the cancellation fees as set out below.
  - (i) More than 30 days, no cancellation fee will apply.
  - (ii) 30 - 15 days, 50% of the Hiring Fee will be charged.
  - (iii) 14 days to start of booking, 100% of the Hiring Fee will be charged.

#### 4.3 Cancellation by ASC

- (a) The ASC may cancel the hiring if in the ASC's opinion:
  - (i) the Facilities will be unfit for use during the Hiring Period;
  - (ii) the Facilities may be unduly damaged by use for the Event; or
  - (iii) the Event may injure or prejudice the reputation of the Facilities, the AIS Campus or the ASC.
- (b) Where the ASC cancels the hiring, the Deposit will be repaid to the Hirer.
- (c) The ASC will not be liable for any loss or damage arising out of cancellation of the hiring by the ASC.

## 5. Use of Facilities

### 5.1 Fitness for Hiring Purpose

The Hirer agrees that it has satisfied itself that the Facilities are fit for the Hiring Purpose, and acknowledges that the ASC does not warrant that the Facilities are fit for the Hiring Purpose.

### 5.2 Hirer's obligations

- (a) The Hirer must:
  - (i) ensure that all use of the Facilities is conducted in a safe, proper, professional and efficient manner;
  - (ii) ensure that all use of the Facilities is conducted in accordance with all applicable Laws and requirements of all Government Agencies (including obtaining all permits) in connection with the use of the Facilities;
  - (iii) comply with all policies or rules of the ASC applicable to visitors to or users of the Facilities, including those applicable to particular parts of the Facilities used by the Hirer, where such policies or rules have been notified to the Hirer (including by verbal notice or by signage);
  - (iv) comply with any and all instructions given by the ASC as to use of, and access to and from, the Facilities;
  - (v) supervise and control all Facilities Users and restrict Facilities Users to areas designated by the ASC for their use;
  - (vi) leave the Facilities and any changing rooms, toilets and showers in a reasonably clean and tidy condition;

- (vii) permit the ASC to enter the Facilities at any time without charge; and
  - (viii) obtain and comply with, all necessary approvals relating to the use of any copyright material, sound recording, film or performing right or other patented or copyright equipment, device or dramatic right during the Event or at any other time while the Hirer and the Facilities Users are using the Facilities.
- (b) The Hirer must not without the approval in writing of the ASC as specified in the Booking Confirmation:
- (i) use the Facilities for any purpose other than the Hiring Purpose;
  - (ii) allow any person not subject to the direction and control of the Hirer to use the Facilities;
  - (iii) use any ASC electronic equipment including scoreboards and timing equipment;
  - (iv) rehire part or all of the Facilities to any person;
  - (v) alter, move or remove any fixture, fitting or furnishing of the Facilities or the AIS Campus;
  - (vi) erect or display within the AIS Campus any advertisement;
  - (vii) make any collections or requests for money in or adjacent to the AIS Campus;
  - (viii) conduct any game of chance, or mixed chance and skill, sweepstake or lottery in or adjacent to the AIS Campus;
  - (ix) bet or wager, or permit any person to bet or wager, in relation to the Event in or adjacent to the AIS Campus; or
  - (x) erect any marquee, hut, stall or similar structure in or adjacent to the AIS Campus, or do so contrary to any condition imposed by the ASC.

### 5.3 Prohibited Items

The Hirer must not and must ensure that the Facilities Users do not bring into the AIS Campus:

- (a) pets or animals (with the exception of working guide dogs);
- (b) any firearms, explosives, flammable liquids or hazardous materials;
- (c) any alcoholic drink or illegal drug or substance whether for the purpose of sale or supply, use or consumption or otherwise;
- (d) for the purpose of sale or supply, food or drink, tobacco, cigars, cigarettes or any other items, articles or services except:
  - (i) food and drink permitted under clause 5.6; and/or
  - (ii) Merchandise as permitted under clause 5.7;
- (e) any equipment or item, including electrical equipment, used in connection with the hiring which:
  - (i) does not comply with any Laws or any applicable Australian standard or code of practice; or
  - (ii) fails to meet the safety requirements of the ASC;

- (f) any equipment or item which has not been approved by the ASC for compatibility with existing equipment in the Facilities.

#### 5.4 Damage to Facilities or AIS Campus

- (a) The Hirer must report to the ASC any damage to the Facilities or AIS Campus, sustained during or as a result, directly or indirectly, of the use of the Facilities by the Hirer or any person attending the Event, immediately upon becoming aware of any damage.
- (b) The Hirer agrees to pay to the ASC on demand the cost of repairing or making good any damage to the Facilities excluding damage caused by ordinary wear and tear or by the negligence of the ASC or its employees or contractors.

#### 5.5 Admission and removal of person

- (a) The ASC may at any time, in its absolute discretion:
  - (i) refuse admission of any person to the AIS Campus; and
  - (ii) direct any person or persons to leave the AIS Campus.
- (b) If:
  - (i) a person who has been refused admission to the AIS Campus enters it, or
  - (ii) a person who has been directed to leave the AIS Campus fails to do so,the ASC may close the Facilities.
- (c) If the ASC closes the Facilities:
  - (i) the Hirer will be deemed to have voluntarily abandoned the hiring;
  - (ii) the Hiring Fee will not be refunded; and
  - (iii) the ASC will not be liable for any loss or damage sustained as a result of the closure.

#### 5.6 Catering

- (a) All arrangements for the provision of food and drink shall be provided by the ASC as specified in the Booking Confirmation, unless otherwise approved by the ASC to be provided by the Hirer as specified in the Booking Confirmation.
- (b) All catering requirements must be confirmed by the Hirer at least 14 days prior to the Event. The catering requirements may include, but are not limited to: number of guests requiring catering, menu selections and dietary requirements.
- (c) The AIS cannot guarantee that catering requirements not confirmed by this time or changed within 14 days prior to the Event will be fulfilled.
- (d) The client is responsible to provide final number of guests requiring catering at least 5 working days prior to the date of the event.
- (e) The AIS will only accept up to a 10% increase in number of guests from the expected attendance listed on the Booking Agreement between 14 and 5 days prior to the Event.

## 5.7 Merchandising

- (a) The ASC grants to the Hirer the right to sell Merchandise at the Event within the Facilities, subject to the approval of the ASC as specified in the Booking Confirmation.
- (b) The Hirer agrees to pay the ASC the fee or commission on Merchandise sold at the Event as specified in the Booking Confirmation.

## 5.8 Companion Cards

The ASC is an affiliate of the ACT Government's Companion Card Scheme. Cards are issued by the Government to people with a disability who require attendant support from a companion to participate at venues and activities. As an affiliate the ASC has undertaken to allow free admission to a carer accompanying a valid card holder to Facilities across the site. Hirers are required to honour this obligation.

## 5.9 Security

The Hirer acknowledges and agrees that closed circuit video security monitoring and recording devices are used throughout the Facilities and that information obtained from such devices may be used for investigations as to alleged breaches of these conditions, other security investigations and law enforcement purposes and may be provided by the ASC to third parties for such uses.

## 5.10 Promotional Activities

The ASC may take and use such photos or video of the Event as the ASC may desire for its promotional purposes provided such photos or videos do not infringe any copyrighted material of the Hirer or Facilities Users.

## 5.11 Searches

- (a) The Hirer acknowledges and agrees that authorised representatives of the ASC or ASADA may, at any time and without prior notice, enter the Facilities to conduct any random or targeted search authorised by the ASC or ASADA for any purpose, including searching all property within the Facilities, and remove any goods, materials, documents, electronic information or substances they believe to be evidence of a possible breach of the ASC Anti-Doping Policy, any other anti-doping policy, this agreement or any law.
- (b) The Hirer must comply with all reasonable directions given to the Hirer by authorised representatives of the ASC or ASADA during any search conducted under clause 5.11(a), including to ensure that any Facilities Users remain present for the duration of the search.
- (c) The Hirer acknowledges and agrees that evidence of the results of a search conducted under clause 5.11(a) or the seizure of any goods, materials, documents, electronic information or substances under clause 5.11(a) may be used against the Hirer and any Facilities Users in any investigation or proceeding.
- (d) The Hirer acknowledges and agrees that the ASC or ASADA may disclose the results of a search conducted under clause 5.11(a), and provide the items seized under clause 5.11(a), to each other and to any law enforcement agency, other relevant government agency, the Australian Olympic Committee, the World Anti-Doping Agency, the Court of Arbitration for Sport, any relevant state, territory, national or international sporting federation and any other relevant national anti-doping organisation.

## 6. Work, health and safety

The Hirer must:

- (a) comply with its obligations under any applicable WHS law, and must ensure, so far as is reasonably practicable, that all Facilities Users comply with their obligations under any applicable WHS law;
- (b) consult, co-operate and co-ordinate with the ASC in relation to their respective work health and safety duties;
- (c) if requested by the ASC, give all reasonable assistance to the ASC, including by way of provision of information and documents, to assist the ASC and its officers to comply with the duties imposed on the ASC and its officers by the WHS Act and to consult with workers who are, or are likely to be, directly affected by a matter relating to work health and safety; and
- (d) comply with any direction by the ASC to take specified measures in relation to the Event that the ASC considers reasonably necessary to deal with an event or circumstance that has, or is likely to have, an adverse effect on the health or safety of persons. The Hirer is not entitled to an adjustment to the Hiring Fee, or to be reimbursed for any additional costs, expenses or taxes, merely because of compliance with the direction.

## 7. Confidentiality

The Hirer must not, without the prior written consent of the ASC, disclose any ASC Confidential Information to a third party, except if required to be disclosed by Law.

## 8. Insurance

- (a) The Hirer must have at least \$10 million of public liability insurance.
- (b) The ASC may request, as a condition of hire, that the Hirer produces a copy of the certificate of insurance;

## 9. Indemnity and Release

- (a) The Hirer indemnifies and must keep indemnified the ASC and its officers, employees and agents against all Claims and Liabilities suffered, awarded against or incurred by the ASC, its officers, employees or agents resulting directly or indirectly from or arising out of or in connection with:
  - (i) any breach of these conditions by the Hirer or any of the Facilities Users including breach of any warranty;
  - (ii) any repudiation by the Hirer or any of the Facilities Users of its obligations under these conditions, regardless of whether the ASC has terminated the agreement;
  - (iii) any failure by the Hirer or any of the Facilities Users to comply with any Law;
  - (iv) any act, omission or misconduct by the Hirer or any of the Facilities Users; or

- (v) the use or occupation of the Facilities or the AIS Campus by the Hirer or any of the Facilities Users,

except that the Hirer's liability to indemnify will be reduced proportionally to the extent that any Claim or Liability was caused or contributed to by:

- (vi) any breach of this agreement by the ASC; or
  - (vii) any negligent act or negligent omission by the ASC or any of its employees.
- (b) The Hirer occupies and uses the Facilities, AIS Campus and any other areas, equipment, items, facilities or services to which it is given access or it uses in the AIS Campus at the risk of the Hirer and to the maximum extent permitted by law, releases the ASC and its officers, employees, agents, contractors, subcontractors, invitees, licensees and all persons claiming through or under the ASC from all Claims and Liabilities resulting from any accident, damage, loss, death or injury occurring in the AIS Campus.