

AQUATIC, ATHLETIC & ARCHERY CENTRES

TERMS AND CONDITIONS OF HIRE

1 INTERPRETATION

In these conditions, unless otherwise specified:

- (a) 'Bond' means the sum payable in accordance with clause 3.5, or if no bond is payable, the Hiring charge.
- (b) 'Booking Details Report' means the completed and signed Booking Details Report overleaf.
- (c) 'Deposit' means any sum payable in accordance with clause 3.2, or if no Deposit is payable, the venue hire.
- (d) 'Facilities' means the part of the SOPAC Complex and any fixtures, fittings, equipment and services specified on the Booking Details Report.
- (e) 'Hirer' means the person or association referred to on the Booking Details Report and includes a member or members or any invitee thereof.
- (f) 'Venue Hire' means the sum payable in accordance with clause 3.3
- (g) 'Hiring Period' means the period or periods specified on the Booking Details Report.
- (h) 'Hiring Purpose' means the purpose specified on the Booking Details Report.
- (i) 'Manager' means and includes an assistant or acting manager and any duly authorised or designated officer of the SOPAC.
- (j) 'SOPAC' means the Sydney Olympic Park Aquatic Centre, Athletic and Archery Centres and/or Wilson Park.
- (k) 'SOPAC Complex' means the land and improvements within the fenced boundary of the Sydney Olympic Park Aquatic, Athletic and Archery Centres and/or Wilson Park on the land known as Sydney Olympic Park, Sydney NSW.
- (l) 'The Operator' means the Sydney Olympic Park Aquatic Centre, Athletic and Archery Centres and/or Wilson Park.
- (m) 'Systems' means any SOPA owned or managed computer systems or networks.

2 AGREEMENT FOR HIRE

- 2.1 Subject to the payment of monies by the Hirer to SOPAC, as specified in these conditions, SOPAC will hire the Facilities to the Hirer for the Hiring purpose during the Hiring Period.
- 2.2 These conditions, the Booking Details Report and the scale of fees are the entire agreement between the parties.
- 2.3 The agreement is not binding on SOPAC until the Booking Details Report has been signed by the Hirer, accepted by the Manager and any requested Deposit paid. If a deposit is not required by SOPAC, the acceptance of a signed Booking Details report by the Manager acknowledges the agreement.

3 VENUE HIRE CHARGE

- 3.1 Setting of Venue Hire Charge
 - (a) If the Venue Hire is described on the scale of fees as fixed, the amount is the Venue Hire payable.
 - (b) If the Venue Hire is described in the scale of fees as indicative, the amount shown is the minimum Hiring charge and may be increased by the Manager in accordance with rates determined from time to time by SOPAC. The Venue Hire payable will be the total of the minimum Hiring charge and any additional Operators Costs amount.
 - (c) The Venue Hire does not permit the sale of the venue house seats at any event. The sale and use of the venue house seats by the Hirer is at the discretion of the Manager. The venue house seats are defined as Bays 110 + 114 of the Aquatic Centre; Bay 11, Rows C – F of the Athletic Centre.

AQUATIC, ATHLETIC & ARCHERY CENTRES

TERMS AND CONDITIONS OF HIRE

- (d) The Venue Hire does not include costs associated with meeting FINA or IAAF standard competition requirements. Items such as pool or track surveys, water quality/temperature modification & implementation, and throwing implement weighing will be nominated in the Operators Costs.

3.2 Deposit

Any requested Deposit, as stated on the Booking Details Report, is to be paid to SOPAC within 14 days of the initial reservation, or if the Booking Details Report is submitted later than 14 days before any Hiring Period, at the time of submission.

3.3 Venue Hire

The Venue Hire charge is to be paid to SOPAC 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.

3.4 Operator's Costs

Costs shown against items on the application form relating to cleaning, security, lighting, staff, hire equipment and the setting up and dismantling of equipment are estimates based on information provided by the Hirer. These costs, known as Operator's Costs, are in addition to the venue hire charge and are payable by the Hirer at the conclusion of the Hiring Period. If those costs are exceeded, the Hirer is liable to pay the amount of the excess to SOPAC (which is referred to in this clause as 'the Operator's Costs').

3.5 Bond

- (a) The Hirer may be required to pay the Bond shown on the application form to SOPAC at least 21 days before the Hiring period or if the Booking Details Report is submitted later than 21 days before any Hiring Period, at the time of submission. The Bond will be applied by SOPAC towards the Operator's Costs.
- (b) If the Bond is less than the Operator's Costs the Hirer will pay the difference on demand. If the Bond is more than the Operator's Costs, SOPAC may apply the balance to meet any liability of the Hirer under Clause 8, but otherwise will refund it.

- 3.6 If the Hirer does not pay the Venue Hire charge, a Deposit or Bond as stated in clauses 3.2, 3.3 and 3.5 then the Hirer shall be deemed to have cancelled the hiring under Condition 4.

3.7 Goods and Services Tax

Unless otherwise provided in this Agreement, all amounts paid or payable under this Agreement are exclusive of any GST, which may be applicable. To the extent GST is applicable to any amount paid or payable in respect of a taxable supply made under or in connection with this Agreement, the party obliged to pay for the taxable supply must pay an additional amount equal to the GST payable on or for the taxable supply, subject to that party receiving a valid tax invoice for GST purposes in respect of the supply at or before the time of payment. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made.

4 CANCELLATION BY HIRER

- 4.1 The Hirer may cancel the hiring by giving to the Manager a notice in writing of his/her intention to cancel the hiring.
- 4.2 If, at least 60 days before the Hiring Period, the Hirer cancels the hiring SOPAC will refund any Deposit submitted after deducting any reasonable expenses incurred by SOPAC incidental to the hiring and the amount by which charges actually received by SOPAC in respect of the Facilities during the Hiring Period is less than the Venue Hire.
- 4.3 If the Hirer cancels the hiring less than 60 days before the Hiring period SOPAC may retain any Deposit.

AQUATIC, ATHLETIC & ARCHERY CENTRES TERMS AND CONDITIONS OF HIRE

5 CANCELLATION BY SOPAC

- 5.1 SOPAC may cancel the hiring at any time if in its reasonable opinion;
- (a) A Facility is unfit for use during the Hiring Period; or
 - (b) A Facility has been unduly damaged by the Hirer or its servants, contractors, agents and invitees during the hiring period;
 - (c) The Hirer fails to comply with the conditions of this Agreement;
 - (d) A Facility is required to be closed by direction from any government or regulatory authority, or if required by any law.
- 5.2 SOPAC may cancel the hiring at any time up to 60 days prior to the hiring period if in the reasonable opinion of SOPAC the Facility is required for the staging of a competition or event involving elite athletes or commercial interests during the Hiring Period.
- 5.3 Where SOPAC cancels the hiring (other than in circumstances referred to in clause 5.1 (c)) any Deposit and other monies paid by the Hirer to SOPAC, will be repaid to the Hirer.
- 5.4 SOPAC will not be liable for any loss or damage arising out of cancellation of the hiring by SOPAC.
- 5.5 If SOPAC cancels the hiring pursuant to this clause (other than in circumstances referred to in clause 5.1 (c)) SOPAC will consult with the Hirer in an endeavour to reach agreement on an alternative Hiring Period suitable to both parties.

6 HIRER'S OBLIGATIONS

- 6.1 The Hirer must:
- (a) maintain during the Hiring Period, Broadform Public Liability insurance for not less than \$20,000,000 per occurrence for Public Liability in respect of the indemnities under clause 9 of this agreement. Excesses/Deductibles or self-insured retentions must be noted on certificates. All insurance must be underwritten by an insurer authorised by APRA (Australian Prudential Regulation Authority), and/or carry a minimum Standard and Poors rating of BBB+ or the equivalent rating by another recognised rating agency.
 - (b) obtain all necessary consent from all persons interested in the copyright or performing rights of any matter used by the Hirer;
 - (c) pay such further charges as determined by the Manager on demand if;
 - i) any part of the SOPAC Complex other than the Facilities hired are used by the Hirer;
 - ii) the Facilities are used by the Hirer outside the Hiring Period;
 - (d) obey any and all instructions given by the Manager as to use of and access to and from the Facilities;
 - (e) supervise and control all competitors and officials and restrict spectators to areas designated by the Manager for their use;
 - (f) leave the Facilities including forecourt, grandstand, grassed areas, changing rooms, toilets, showers, equipment rooms and all other areas in a clean and tidy condition;
 - (g) permit the Manager or any person authorised by him to enter the Facilities at any time for the purpose of reasonable inspection;
 - (h) adhere to the Entertainment Industry Code of Practice, for pre-sold ticketed events;
 - (i) provide SOPAC with a full detailed, written or printed statement of program, showing precisely what is to be done and take place on any occasion on which the premises may be intended to be used.
 - (j) Abide by all of the conditions applicable under the Centres Liquor Licence. Please refer to separate document entitled; Governors Licence - Summary of Conditions for the information of Hirers & Guests.

AQUATIC, ATHLETIC & ARCHERY CENTRES

TERMS AND CONDITIONS OF HIRE

- 6.2 The Hirer must not without the approval in writing of the Manager, (such approval not to be withheld unreasonably):
- (a) use the Facilities for any purpose other than the Hiring Purpose;
 - (b) allow any person not subject to the direction and control of the Hirer to use the Facilities;
 - (c) use any electronic equipment including scoreboards and timing equipment that is not the property of SOPAC;
 - (d) bring, or permit to be brought, into the SOPAC Complex any alcoholic beverage; Management reserves the right to refuse entry, any patrons under the influence of alcohol or drugs will not be permitted into the centre.
 - (e) re-hire, sub-let or licence the Facilities, or any part of them to any person;
 - (f) use any part of the SOPAC Complex other than the Facilities;
 - (g) alter, move or remove any fixture, fitting or furnishing of the Facilities or the SOPAC Complex;
 - (h) bring, or permit to be brought into the SOPAC Complex any animal; guide dogs excepted.
 - (i) erect or display within the SOPAC Complex any advertisement without the prior written approval of the Manager given not less than seven (7) days prior to the commencement of the Hiring period or erect or display such advertisement contrary to any condition reasonably imposed by the Manager;
 - (j) erect or display within the SOPAC Complex any advertisement or signage which in any way obstructs or impedes the clear vision of any existing advertising or signage;
 - (k) move, alter or damage any existing advertisement or signage;
 - (l) permit radio or television broadcast, motion pictures or other film, recording of audio or video tapes made of any activities or events in the SOPAC Complex;
 - (m) take any collection in or adjacent to the SOPAC Complex;
 - (n) conduct any game of chance, or mixed chance and skill, sweepstake or lottery in or adjacent to the SOPAC Complex;
 - (o) bet or wager, or permit any person to bet or wager in or adjacent to the SOPAC Complex, or do so contrary to any condition imposed by the Manager;
 - (p) erect any marquee, awning, hut, stall or similar structure in or adjacent to the SOPAC Complex or do so contrary to any condition imposed by the Manager;
 - (q) sell, offer or expose for sale or permit to be sold, offered or exposed for sale any other goods or any service;
 - (r) use equipment belonging to SOPAC not included in hire agreement;
 - (s) use high voltage cables or equipment on any pool deck;
 - (t) use virtual signage technology for any televised events at SOPAC;
 - (u) bring, or permit to be brought, into the SOPAC complex any chemical or dangerous goods.
- 6.3 The Hirer shall not hawk, sell or merchandise any item whatsoever in the SOPAC Complex without the prior written approval of the Manager given not less than seven days prior to the commencement of the hiring period. In the event that the Manager approves the sale of merchandise, the Hirer shall pay 10% of the gross sales revenue or \$500.00 to SOPAC within seven (7) days of the conclusion of the Hiring Period accompanied by a statement certifying the quantum of gross sales. The Hirer shall permit the Manager, on reasonable notice, to inspect all books, accounts, records, ledgers and other documents relating to the sale of merchandise by the Hirer during the hiring period.
- 6.4 SOPAC provides a fully catered venue. Unless approved by the Manager, the use of external catering is not permitted and the Hirer must not bring and must not permit any food or beverage to be brought into the Centre. When ordering SOPAC catering menu items the Hirer is to refer to the SOPAC catering order form information and conditions.

AQUATIC, ATHLETIC & ARCHERY CENTRES

TERMS AND CONDITIONS OF HIRE

7 FITNESS FOR HIRING PURPOSES

The Hirer agrees that they are satisfied the Facilities are fit for the hiring purpose, and acknowledges that the SOPAC does not warrant that the Facilities are fit for the Hiring Purposes. SOPAC acknowledges its obligation to meet statutory requirements in providing facilities to the hirer.

- 7.1 SOPAC, at its sole discretion and without notice shall retain the right to close or withdraw a ground area (or part thereof) from use. This decision is final and not negotiable. The decision to close a ground, or part thereof, shall be based on, but not limited to, the following:
 - (a) The potential for hirer injury;
 - (b) The activities being undertaken and the potential for damage to the sporting surface;
 - (c) The weather forecast;
 - (d) The condition of the ground when inspected.
- 7.2 SOPAC will endeavour to inform hirers of any ground, or part thereof, closure as soon as is practicable to do so.
- 7.3 Any hirer found using a ground, or area of a ground that has been closed or withdrawn from use may be held liable for any costs associated with the repair of any damage to the grounds as a result of such use. In addition any current or future hire agreements with a hirer (that ignores advice that a ground is closed) may, at SOPAC's sole discretion be terminated, refused or have additional levies applied.
- 7.4 A refund for fees paid may be issued if the grounds or part thereof are closed or withdrawn from use depending on the individual circumstances surrounding the closure. The applicability and extent of such a refund will be at SOPAC's sole discretion. SOPAC will not otherwise be liable for any loss costs and expenses incurred by the Hirer if the grounds are closed or withdrawn from use under this clause.

8 DAMAGE TO SOPAC COMPLEX

The Hirer agrees to pay to SOPAC on demand the cost of repairing or making good any damage to the SOPAC Complex or the loss of any equipment arising out of or incidental to the hiring other than damage, caused by events outside the control of the Hirer.

9 INDEMNITY

The Hirer will indemnify SOPAC, the Operator, and the Sydney Olympic Park Authority, together called the Principal, against:

- (e) loss of or damage to the SOPAC Complex arising out of the Hirer's negligence during the Hiring Period; and
- (f) claims by any person against the Principal in respect of personal injury or death, or loss of or damage to any property, arising out of or as a consequence of the Hirer's negligence;

unless and to the extent that such loss, damage, injury or death arises from the negligent act or omission of the Principal.

10 ADMISSION AND REMOVAL OF PERSON

- 10.1 The Manager may at any time, in his or her reasonable discretion:
 - (a) refuse admission of any person to the SOPAC Complex;
 - (b) direct any person or persons to leave the SOPAC Complex.
- 10.2 If the Manager exercises his or her discretion under clause 10.1 the Hirer must use its best endeavours to assist the Manager in enforcing his or her decision.

AQUATIC, ATHLETIC & ARCHERY CENTRES TERMS AND CONDITIONS OF HIRE

- 10.3 If;
- (a) a person who has been refused admission to the SOPAC Complex enters it, or
 - (b) a person who has been directed to leave the SOPAC Complex fails to do so, or;
 - (c) the Hirer fails to assist as required by clause 10.2, the Manager may close the Facilities provided it is reasonable to do so.
- 10.4 If the Manager closes the Facilities;
- (a) the Hirer will be deemed to have voluntarily abandoned the hiring;
 - (b) The Venue Hire charge will not be refunded; and
 - (c) SOPAC will not be liable for any loss or damage sustained as a result of the closure.

11 DRUG TESTING

- 11.1 When the Hiring purpose includes the staging of a sporting competition the following provisions shall apply:
- 11.2 At any time prior to or during the Hiring Period, SOPAC may give a notice to the Hirer requesting the Hirer to co-operate in random drug testing procedures and specifying a person or organisation authorised to carry out the procedures.
- 11.3 The Hirer will be taken to have co-operated if the Hirer:
- (a) complies with such parts of the procedures as are applicable to the Hirer;
 - (b) complies with the reasonable requirements of the person or organisation authorised to carry out the procedures;
 - (c) takes all reasonable steps to cause persons required to undergo drug testing in accordance with the procedures to do so.
- 11.4 If the Hirer does not co-operate the Manager may close the Facilities and the Hirer will be deemed to have voluntarily abandoned the hiring; the hiring charge will not be refunded and SOPAC will not be liable for any loss or damage sustained as a result of the closure.
- 11.5 'Random Drug Testing Procedures' means the carrying out of a test or series of tests designed to determine the presence of substances in the human body, the process of selection of persons to be tested and the preparation of those persons.

12 COMPLIANCE WITH LAWS

The Hirer and any persons using the SOPAC Complex pursuant to the hiring, shall conform to the requirements of all Local Government Acts, Occupational Health and Safety Act, WorkCover NSW, all other State and Federal Acts, regulations and By-Laws that are pertinent to the hiring of the Facilities. The Hirer shall be liable for any breach of any such Acts, By-Laws or regulations.

13 COMPUTER SYSTEMS AND NETWORK

The Hirer must comply with (and must use reasonable endeavours to ensure that the Hirer's Employees and Hirer's Representatives are aware of and comply with) the SOPA Venues Internet Terms of Use Policy, available at www.sopa.nsw.gov.au/resource_centre/publications.