



## PITTWATER RSL CLUB FUTSAL COMPLEX

### **STANDARD BOOKING CONDITIONS**

***Pittwater RSL Club Futsal Complex is a **NON SMOKING VENUE.*****

Smoking is only permitted in the covered outdoor licensed area at the rear of the canteen.

1. These standard booking conditions apply to each and every arrangement for use of any Pittwater RSL Club Futsal Complex facilities or amenities, except as otherwise agreed in writing in any particular case by the Futsal Manager or by the Pittwater RSL Club CEO.
2. The Club is not obliged to accept any booking application even if the Club has spoken with the hirer or suggested how to fill in the application form. The only way the Club can accept a booking is to have it signed by the Futsal Manager or the CEO of the Club. The signed application must then be posted to the address shown on the application form. After submission of a booking application, the hirer can only withdraw the application if the Club has not accepted it. To do so, the hirer can only withdraw the application if the Club has not accepted it. The Club is entitled to accept a booking application at any time provided it has not been withdrawn.
3. Where the context permits, references to the hirer include the hirer's officers, employees, agents, contractors and invitees.

4. The hirer must pay the required security deposit on lodging a booking application. The security deposit is additional to the booking fee and is refundable subject to the conditions set out below. In addition the hirer must also pay the full required booking fee at least one week prior to the balance date. The booking fee is as agreed by the Club in writing or failing that, calculated at the Club's then ruling rates. The booking fee does not include anything that is not expressly specified and agreed to in writing by the Club.
5. A booking can only be cancelled by the hirer, by the hirer giving at least one week's prior notice in writing, in which case the Club will refund the security deposit less one hour's fee. Without one week's prior notice of cancellation, the hirer remains liable to pay the full booking fee, even if the venue is not used.
6. The start and finish times for the booking are time of the essence and must be strictly observed, subject to any arrangements the Club may have made in writing for the particular booking allowing access before and after for setting up or clearing out. Where the Club does allow access before or after the booking, the additional access is only for setting up or clearing out.
7. The hirer must not use the premises other than for the purpose agreed to in writing by the Club. The hirer must only use the premises for lawful purposes and must comply with all legal requirements and obligations. The hirer must also comply with all reasonable regulations and directions of the Club and use of the venue must be in keeping with the dignity and atmosphere of the Club. The hirer must not do anything which the Club may reasonably judge as offensive to community standards or the standards of particular groups in the community.
8. The hirer only has a non-exclusive license to use the relevant venue. The Club has full right to access to the venue at all times during the booking period.
9. The Club has the right to say who may enter the Club's premises or who may remain within them from the environs of Club's premises.
10. Bookings are personal and not transferable. The hirer must not share their allocated venue or make their venue available in any way to anyone else. The hirer must ensure that they utilize only their allocated venue.

11. The hirer must not offer or supply any goods or services (such as but not limited to food, drink [whether liquor or otherwise], tobacco or promotional materials), at or from the venue without the prior written consent of the Club.
12. The hirer must not conduct any lottery, raffle, guessing game, game of chance, side-show or competition on or near the venue without prior written consent of the organizer or without obtaining all necessary authorization.
13. The hirer is responsible for ensuring that the venue is not damaged. The hirer must keep and leave the venue together with any equipment, furniture, fittings and effects, clean and in good order and condition. Equipment must be re-packed and returned to store where appropriate. If the hirer does cause any damage, then the hirer must promptly make well the damage at the hirer's expense or if the Club elects, the Club may have the necessary cleaning, repairs or rectifications carried out at the expense of the hirer.
- 13A. Appropriate footwear is required to be worn at all times in the complex. Futsal footwear is limited to Futsal specific boots, running shoes and studded football boots such Adidas Mondial or similar. Blades and nylon studded boots are not permitted. Club management reserves the right to prevent players from participating if they do not have suitable footwear.
14. The Club may apply the security deposit to cover the cost of making good any breach of these conditions. Without limiting the previous words, the Club also reserves its other legal rights to claim damages for any breach of these booking conditions.
15. Neither the venue, nor any equipment, furniture, fittings nor effects on or in the venue may be used other than for their intended purposes.
16. The Club will ensure that the facilities and amenities are securely locked after use.
17. The hirer must ensure that children are adequately supervised and that the maximum number of people utilizing the venue does not exceed the limits imposed by the Local Government Act 1993.

18. The hirer must comply with all requirements imposed by any relevant insurer and under fire safety regulations in relation to matters of fire prevention and fire safety concerning the use of the venue. The hirer must not interfere with fire safety or alarm equipment or obstruct access to them, and must perform and observe any fire drills and emergency evacuation procedures as required by the Club.
19. The hirer must not do anything which may unreasonably disturb or cause nuisance to anyone else. Without limiting those general words, the hirer must keep noise to a minimum, having regard to the Noise Control Act 1975, and must not use microphones or sound amplified by use of an amplifier or any other means other than the equipment supplied by the Club. The Complex will not open before 9AM on any given day and will close promptly at 10PM Monday to Friday and 9PM on Saturday and Sunday.
21. The hirer must in no way cause or contribute to the injury, decline or destruction of any vegetation or landscaping on or near the Club's premises, and have particular regard for indigenous vegetation.
22. The hirer must not erect any additional floodlighting or other lighting or project light beyond their venue.
23. The hirer must use all reasonable endeavors to ensure that they, and all of their vehicles, arrive at and depart from the environs of the Club's premises in an orderly manner and with the minimum amount of noise.
24. The hirer must ensure that all garbage is stored in approved type garbage receptacles and that the lids of all receptacles are properly and tightly closed.
25. The hirer must not, and must not permit any other person, to bring to the venue or the environs of the Club's premises any dangerous, noxious, toxic, volatile, explosive, inflammable or environmentally hazardous substance or compound in any shape or form or any other substance or thing the presence of which is regulated in any way. The hirer must not contaminate or pollute the venue or the environs of the Club's premises.

26. The hirer must not be involved in nor permit any television, radio or other communication medium broadcast from on or adjacent to the venue or the environs of the Club's premises without the prior written consent of the Club. This prohibition extends to all filming, photography, and the like whether for immediate use or broadcast or deferred use or broadcast.
27. The hirer agrees to use and occupy their venue at their risk as regards loss of or damage to them or their property, in all respects. The Club is not liable for any loss of, or damage, from any cause, to any plant, equipment or other property or the hirer or for which any of the hirer may be responsible. Without limiting those general words, the Club is not responsible for loss or damage due to any defect in the construction, condition or operation of the venue, or other parts of the Club's premises; or through theft, malicious damage by third parties, fire, water, or other cause.
28. The Club has a general lien over all property of a hirer left at the venue, for any amounts due from the hirer in connection with a booking or otherwise and may remove, keep and store all such property at the expense of the hirer without any liability for loss or damage, pending payment in full of the outstanding amounts.
29. Without limiting the other provisions of these conditions, the Club may cancel or amend a booking at any time prior to the commencement. Where the Club cancels a booking, the Club's only liability to the hirer is to refund the deposit or booking fee which the Club has received from the hirer for the booking.
30. The Club may terminate the agreement without prior notice if the hirer is guilty of any serious and willful breach of the hirer's obligations. The Club also may terminate the agreement with a hirer if the hirer fails to rectify any breach of the hirer's obligations after being directed to do so by the Club. Without limiting the Club's other rights and entitlements, if an agreement with a hirer is terminated for default then all monies paid or payable by the hirer in connection with the agreement are forfeited to the Club. The hirer acknowledges that in the case of termination due to the hirer's default, in the special circumstances of such bookings, the damages to the Club would at least equal those amounts paid or payable by the bearer.

31. This clause applies if something happens which is beyond the reasonable control of the Club which makes it impossible, more difficult or more expensive for the Club to observe the booking or to perform its obligations in the usual way. In those cases, the Club may wait until it is again possible for it to perform its obligations in the usual way without any additional difficulty or expense and the Club is not liable for any resultant delay. Without limitation those general words, that applies where the Club has problems due to accidents, strikes, transport difficulties, problems with contractors, problems with power supplies or services, or the unavailability or non-participation of other potential hirers.
32. The Club by giving or failing to give any approval, consent or the like does not accept any liability for the quality or appropriateness of the hirer's proposal or request. No approval given by the Club or waived by the Club affects the other provisions of these Conditions. The Club may give any consent, approval or the like either without conditions or subject to conditions.
33. The law implies various terms, conditions and warranties which might apply to the Club in relation to the booking or matters arising out of the booking. The Club excludes all such term, conditions and warranties to the fullest extent permitted by the law.
34. Provisions of the Trade Practices Act and other statutes in some cases either cannot be excluded, restricted or modified, or can only be restricted or modified to a limited extent. If any such provisions apply then to the extent permitted by law the liability of the Club under those provisions is, in respect of goods, limited at the Club's option to replacement of the goods or the supply of equivalent goods, repair of the goods, payment of the cost of replacing the goods or acquiring equivalent goods, payment of the cost of having the goods repaired; and in respect of services, to the supplying of the services again, or the payment of the cost of having the services supplied again.
35. The Club is not liable for any economic or consequential loss or damage for breach of contract, negligence, and breach of statutory duty or otherwise, connected with anything the Club does or does not do in connection with a booking. *Damage* includes loss of profits, loss of time, loss or damage to goodwill, lost savings and claims by others. These conditions apply to exclude damages even if the Club knew that the damages were possible or that the damages were otherwise foreseeable.

36. The hirer alone is responsible for all claims connected with the hirer's use of the venue. This applies to claims for injury, claims for damages and claims for breaches of the rights of others, whether the claim is made against the hirer or the Club and whether or not there is any insurance. The hirer must indemnify the Club (make good the Club's loss) for such claims including the Club's legal expenses and other costs associated with such claims.
  
- 36A. Should any injured person require first aid, contact the Futsal Manager in the adjacent Manager's office or on 0410 626171. If unavailable, contact the Pittwater RSL Club on 9997 3833 and ask for the Duty Manager. Any accident or injury is the reported to the Futsal Manager and the appropriate form completed.
  
37. The hirer authorizes the Club, on their behalf and at their expense, to pay any stamp duty payable on or in connection with their agreements with the Club.
  
38. Despite anything else in these conditions to the contrary, to the extent that the Club is liable to pay GST in connection with any taxable supply to the hirer (*the affected supplies*) then the following provisions apply. The Club may add to each of the amounts payable for the affected supplies, an allowance in respect of GST as reasonably calculated by the Club and the hirer must pay the higher amount which results. Any amount payable including any amount payable because of the previous provisions, remains payable whether or not there is disclosure of any amount included on account of GST. However the Club must comply with the prohibitions in the Trade Practices Act against price exploitation. Where an amount is specifically described as being inclusive of GST, this provision does not apply except to the extent if any that there is any increase in the rate of GST.
  
39. No poster or placard or sign or advertisement relating to any matter shall be placed, painted or affixed anywhere in the Complex without the prior approval of the Futsal Manager/Club CEO. Club management reserves the right to remove any non-compliant signage.
  
40. Club staff will set up the courts for the relevant sports booked for y given day. They will be solely responsible for the installation and/or relocation of any goalposts or equipment. Club staff will also be responsible for the use of all flood lighting. Under no circumstance shall the hirer attempt to relocate any equipment or adjust lighting times at any time.
  
41. The hirer shall ensure that all participants enter through the gates provided. Do not climb fences. Change rooms shall be kept clean and tidy at all times. It is the hirers responsibility to ensure that any rubbish is deposited in the bins provided.