

Penrith Sports Stadium Limited Terms & Conditions of Hire

1. General

1.1 PSS shall refer to the Penrith Sports Stadium Limited. Hirer shall mean the club, association, team, society, individual or other body, whether incorporated or unincorporated, to which use of the PSS or parts thereof is granted.

1.2 Acceptance of the letting is conditional upon the agreement to accept all letting conditions and to take all reasonable steps not to infringe the law.

1.3 The letting arrangements shall automatically be terminated by the breach of any of the conditions contained herein.

1.4 Any Hirer not vacating the premises by the time specified on their booking form shall be liable to such further charges as the PSS may determine.

1.5 The PSS shall not accept responsibility for failure of any equipment. However, if a fault does occur, it will be attended to as soon as is practicable.

1.6 Representatives of Penrith Sports Stadium Staff and Board Members shall at all times have free access to the premises for the purpose of inspection.

1.7 The maximum number of persons to be admitted to the specific facility will be in accordance with the premises capacity.

1.8 Hirers are asked to comply with no smoking requests.

2. Application and Payment

2.1 An application for hiring must be in writing.

2.2 Payment in full set out in the application of the charge for the said use of the said facilities and services shall be made to Penrith Sports Stadium Limited not later than 14 days after the date on which the facilities and services are to be used by the Hirer, or by the end date on the invoice for block bookings. Cheques should be made payable to Penrith Sports Stadium Ltd. The Management reserve the right to refuse any future application or terminate the agreement at any time for non-payment.

2.3 The scale of fees for lettings shall be determined by the PSS Management, taking into account the cost of providing the letting, including energy costs, the cost of the equipment being used, and the purpose for which the facilities has been let. The PSS Management reserve the right to increase the charges for use of the facilities at any time prior to the hiring (including after the signing of the application form) after giving one months notice in writing of its intention to do so. Once the Management has given notice of a proposed increase the Hirer shall be entitled to terminate the hiring by notice in writing within one week of receiving the notice of increase.

2.4 The Hirer may be required to pay a bond as security against damage to the PSS. The bond will be refunded to the Hirer within 14 days of the conclusion of the event provided that PSS may deduct the reasonable cost of repairing any damage or undertaking any additional cleaning resulting from the hire of the PSS.

3. Insurance

3.1 The PSS requires the Hirer to provide a certificate of currency detailing Public Liability Insurance to \$5 million per any one occurrence, indemnifying the PSS to the extent required by the indemnities herein.

3.2 If the Hirer is to have any staff employed in attendance, the Hirer must provide a certificate of currency outlining Worker's Compensation insurance held by the Hirer.

3.3 The Hirer shall indemnify and keep indemnified the PSS and its employees from and against all costs, claims, expenses or damage incurred or suffered by the PSS arising either directly or indirectly out of the use by the Hirer of the hired facility and equipment.

4. Supervision

4.1 The Hirer is liable for:

- i. The organisation and running of the specific event in consultation with PSS Management.
- ii. Reasonable care should be taken to adequately protect the surface, in ensuring that non marking footwear will be worn by all involved with the hiring.
- iii. Control and supervision of all persons entering PSS for the purpose of the particular event.
- iv. The conduct and supervision of all persons attending the hiring, either as a performer or spectator.
- v. Providing the name and signature of the supervisor upon the booking form/letter.
- vi. Leaving the premises, including any changing rooms, showers and toilets that have been used tidy.

5. Obligations

5.1 The Hirer will not without the approval of PSS Management:

- 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 scoreboards, timing equipment or any other electronic equipment.

iv. Re-hire the facilities to any other person.

v. Use any part of the PSS complex other than those facilities nominated upon the booking form.

5.2 The Hirer shall not sell, supply, hawk or dispose of anything whatsoever in the PSS without the prior approval of and subject to any conditions imposed by the PSS Management.

6. Cancellation by the Hirer

6.1 The Hirer may cancel a booking by giving written notice to the PSS Management.

6.2 Any deposit paid will be non-refundable, unless the facility can be re-hired to another user. Then the deposit will be refunded in full.

7. Cancellation by PSS Management

7.1 The PSS Management may cancel the hiring at any time without notice to the Hirer.

7.2 The Management reserve the right to terminate any letting (even after signing the application form) at any time prior to hiring where it is considered that the use of the premises is likely to occasion a very real risk of disorder or damage or injury to persons or property. In the event of the hiring being cancelled, there shall be refunded to the applicant any payment made in respect of the hiring and such refund shall be accepted by the hirer in full satisfaction of any loss or damage caused by the cancellation and the Management shall have no further liability in that respect.

8. Appropriateness for Hiring Purpose

8.1 The Hirer agrees that they are satisfied that the facilities are appropriate for the hiring purpose and acknowledge that the PSS does not warrant that the facilities are appropriate for the hiring purpose.

9. Advertising

9.1 No advertisements may be displayed or erected on or within the PSS, except with prior consent of and in accordance with any conditions as notified by PSS Management.

10. Addition/Removal of Fixtures or Fittings

10.1 Any equipment, furnishings or vehicles brought onto the premises by the Hirer must be authorised by PSS Management.

10.2 No furnishings, fixtures or fittings of PSS may be removed, moved or altered without prior consent of PSS Management.

11. Making Good Any Damages

11.1 The Hirer agrees to pay PSS, on demand, the cost of making good or repairing any damage to PSS or any part thereof arising out of or incidental to the hiring and for the loss of any equipment included in the hiring. This is with the exception of damage caused by an Act of God.

12. Marquees and Stalls Etc

12.1 No marquee, stall or similar structure shall be erected on, in, or in the immediate vicinity of PSS except with prior consent of or in accordance with any conditions notified by PSS Management.

13. Refreshments

13.1 Hirers shall not permit or take into PSS or its' immediate vicinity, any machine or structure of vehicle for selling , offering or exposing for sale any refreshment, goods or service except with prior consent of and in accordance with any condition illustrated by PSS Management.

13.2 The Hirer shall not permit any alcoholic beverages to be brought onto the premises during the hire period, except with prior consent of and in accordance with any condition illustrated by PSS Management.

14. Admission and Removal

14.1 PSS Management may at any time, in their absolute discretion refuse admission or direct a person to leave PSS.

14.2 If a person who has been refused entry to PSS or who has been directed to leave PSS fails to do so, PSS Management may close the facility.

14.3 If PSS Management close the facility the Hirer will be deemed to have voluntarily abandoned the hiring. The hiring charge will not be refunded, and the Hirer, will be liable for any loss or damage sustained by PSS, its servants or agents as a result of the closure.

15. Animals

15.1 No animals may be permitted to PSS without prior written agreement from PSS Management.

16. Lotteries and Collections

16.1 The following is not permitted in or within the immediate vicinity of PSS without prior consent of PSS Management:

- Betting or wagering.
- Games of chance or of mixed chance and skill.
- Collection of donations.

Customer Copy of Booking Details.

Simply transfer the details from the main Booking Form onto this one for your own records

Facilities Required (include the amount of courts required if applicable)	
Activity or Event (purpose of hire)	
Date(s) of Hire (for block bookings put start and finish date only)	
Event times Start Time	Access Times Access Time
Finish Time	Leaving Time
Approximate number of people using facility Competitors <input type="text"/> Officials <input type="text"/> Spectators <input type="text"/>	
Any additional facilities required?	
Is any catering required Yes <input type="checkbox"/> No <input type="checkbox"/>	
Any further relevant information	
Date application POSTED <input type="checkbox"/> FAXED <input type="checkbox"/> HANDED IN <input type="checkbox"/>/...../.....	

PENRITH SPORTS STADIUM



BOOKING APPLICATION FORM

PO BOX 8094
WERRINGTON COUNTY
NSW 2747.

TELEPHONE: 4731 3222
FAX: 4731 2116

EMAIL: penrithss@pnc.com.au
WEB: www.penrithsportsstadium.com.au

PINK BOXES (11 - 14)

Further information pertaining to your booking is vital for reasons such as meeting the health and safety criteria (i.e. completing box 11), and also ensuring your bookings run as smoothly as possible.

If any further pieces of equipment are required please include them. This may include items such as *a microphone or staging*.

Should catering be required, PSS are able to offer a number of options including mixed platters and smorgasbords, healthy sandwiches and rolls and also hot food. This must be prearranged with us prior to the commencement of your booking.

BROWN BOX (15)

Please ensure that the person responsible for the booking has signed the form in this box. By signing the form, it means that you agree to our terms and conditions as outlined within the booking application form.

What Bookings do not require a completed booking application form?

Any *ad hoc* one off casual booking does not require a booking form. All other types of bookings such as block booking training sessions, tournaments, events and carnivals do require a completed booking application form to be submitted.

Once this booking form is complete, be sure to transfer the relevant details on to your copy.

Then either post, fax (47312116), email (penrithss@pnc.com.au) or deliver by hand to the stadium.

Our postal address is

Penrith Sports Stadium Ltd
PO Box 8094
Werrington County
NSW 2747

Our actual address is

Penrith Sports Stadium Ltd
Herbert Street
Cambridge Park
NSW 2747

Completing the Booking Application Form for hiring the facilities at the Penrith Sports Stadium.

Below are some basic guidelines as to how to complete the booking form with the correct information.

BLUE BOXES (1 - 5)

The information required for these boxes are the contact details of the person responsible for the hiring on behalf of the club or organisation (if applicable). Please complete these boxes with all the details requested, this will make life easier should we need to contact in order to discuss matters pertaining to your booking prior to its commencement.

RED BOXES (6 - 8)

The information required for these boxes outlines the requirements for the booking. Details such as the actual facilities needed, for example *2 adjacent basketball courts, or netball court with grandstand, or Function Room and Kitchen*. For legal purposes we need to know the purpose of the booking, such as *Martial Arts Tournament, or Primary School Netball Tournament*.

With reference to Box 8 (Date (s) of Hire, if the facility is to be booked on a Block Booking basis (i.e. for weekly training sessions), ten please include both the start date and finish date. Also include any dates that you wish to exclude from this booking.

GREEN BOXES (9 and 10)

It is vital to include both a start and finish time for your booking, and also an access time for setting up (if applicable). Please note that there is a charge for setting up (i.e. access time), usually at half of the normal hire charge. This is due to the fact that we are unable to let the facility to anyone else during this period. This will not be available to you if Box 10 is not completed.

Once the booking has finished we ask that the facilities are vacated on time and that they are left in a clean and tidy order. Failure to do this may incur an additional cleaning charge.