

# YMCA at Hawkesbury Indoor Stadium

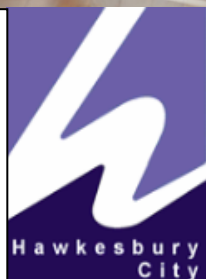
## 2017/18 August – February Booking Request

\* Note: All bookings will be confirmed by centre management in writing before being accepted.



### Hawkesbury Indoor Stadium

16 Stewart Street, South Windsor NSW 2756  
Ph: 02 4587 8788  
W: [www.ymcansw.org.au/centres/stadium](http://www.ymcansw.org.au/centres/stadium)  
E: [admin.stadium@ymcansw.org.au](mailto:admin.stadium@ymcansw.org.au)



**YMCA NSW**  
Creating healthy, happy communities

## Booking Request

### Hirer Details

Name: \_\_\_\_\_

Club: \_\_\_\_\_

ABN: \_\_\_\_\_ Mobile: \_\_\_\_\_

Work/Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

Suburb: \_\_\_\_\_ Post Code: \_\_\_\_\_

### Booking Details: (Please Circle Calendar dates on back page)

Type of Court: \_\_\_\_\_ No of Courts: \_\_\_\_\_

Booking Date From: \_\_\_\_\_ To: \_\_\_\_\_ School Holidays: **Y / N**

Day: \_\_\_\_\_ Time From: \_\_\_\_\_ To: \_\_\_\_\_

Day: \_\_\_\_\_ Time From: \_\_\_\_\_ To: \_\_\_\_\_

### Payment Method (Card No must be provided as a bond to confirm booking):

Cash ☐ Cheque ☐ Credit Card ☐ Invoice (Approval Required) ☐

MasterCard ☐ Visa ☐ American Express NOT accepted

Card No:

Expiry Date: \_\_\_\_\_ / \_\_\_\_\_ (Credit Card details must be provided for bond. See Section 3)

Name on Card: \_\_\_\_\_

Signature: \_\_\_\_\_

I give consent for the Centre to charge my nominated card for my booking payment without me being physically at the point of sale\* YES ☐ NO ☐

\*This is not applicable for cancellations with in 24 hours or not attending or non payment of your bookings where you will be charged to your nominated card. See 'Fee, Charges and Payment for full conditions.

# Booking Terms & Conditions

This agreement is specifically for those Hirers that use the YMCA at Hawkesbury Indoor Stadium on a regular basis. A "regular basis" is a period not less than ten weeks per season. A season is a period between September to February (Summer Season) and/or March to August (Winter Season).

In order to maintain a regular booking, patrons must adhere to the guidelines and regulations outlined in this document. Management reserves the right to cancel any booking if User Groups or their members breach this agreement.

One off bookings require a 20% deposit before a booking can be confirmed unless agree otherwise by Centre management.

As the YMCA at Hawkesbury Indoor Stadium have many regular Hirers, Management will allow usage based on the bookings as outlined in the existing contract specification written by the YMCA. If a booking as outlined in the specification is not being used by the nominated group, then Management reserves the right to allocate this space to another group. Management will make the final decision on usage allocation.

The conditions, fees and charges outlined in this agreement will take effect as of 1st July 2017 and are subject to change. Fees and charges may be changed with 30 days written notice to user groups. Requested booking times will be reviewed each season.

## TERMS AND CONDITIONS OF AGREEMENT

### GENERAL

- a) Bookings are made through completion of the 'Booking request and schedule 1' and associated attachments.
- b) Bookings will be renewed seasonally or as determined by YMCA in writing.
- c) Bookings are only valid for the period specified with this Agreement.
- d) Hirers are expected to adhere to timeslots as agreed to in this document and its attachments. Bookings must be inclusive of time required for set-up, pack-up, warm-ups, etc.
- e) YMCA at Hawkesbury Indoor centre reserves the right to reject or cancel bookings if used for any other activity than what is designated in the 'Schedule 1'.
- f) The hirer must abide by all requests made by the YMCA staff in the interests of public and occupational health and safety, and the enjoyment of other users of the facility.
- g) The hirer cannot charge entry fees without prior consent, in writing, from the Centre Manager.
- h) Sub-letting of bookings is prohibited.
- i) Selling of food/drinks is only permitted upon prior approval from the YMCA
- j) The Hirer must ensure that the YMCA 'standards of conducts', as may be amended from time to time, is adhered to at all times.
- k) The Hirer must agree to abide by and enforce the values of the YMCA Safeguarding Children and Young People Policy, a copy of which will be provided before the booking commences. Schedule 2
- l) The YMCA at Hawkesbury Indoor Stadium will only be available at times where a YMCA staff member is present.

### 1. Introduction

#### 1.1 General obligation

YMCA agrees to provide a non-exclusive licence to the Hirer to use the Centre for the sole purpose of conducting the Activity ("the Licence") during the Activity Period, in accordance with the terms and conditions of this agreement, Hawkesbury Indoor Stadium Seasonal Booking 'Terms and Conditions' and its Schedules.

#### 1.2 Nature of licence

- a) The licence granted by this agreement is personal to the Hirer and does not confer on the Hirer any rights as a tenant of the Centre or any estate or interest in land.
- b) YMCA may exercise all its rights as the owner/operator of the Centre except to the extent that such exercise would prevent the operation of the Licence.

#### 1.3 Access to the Centre

Subject always to the directions of YMCA and the Centre Manager, the Hirer has the right during the Access Periods to access the Centre for the purpose only of conducting the Activity.

## 2. Term

### 2.1 Term of agreement

This agreement commences on the Commencement Date and continues until the conclusion of the Activity Period.

### 2.2 Extension by agreement

In the last month prior to the conclusion of the Activity Period, the hirer shall be notified in good faith for the extension of the term of this agreement. The parties acknowledge that this clause does not place an obligation on either party to renew or extend this agreement from the conclusion of the Activity Period. HIS seasonal booking availability applies.

# Terms & Conditions

## 3 Obligations of the Hirer

### 3.1 Licence Fee and costs

- a) The Hirer will pay to YMCA the Licence Fee.
- b) YMCA will provide quarterly invoices to the Hirer for Licence Fee and the Hirer will pay each invoice within 14 days of receipt.

### 3.2 Bond

- a) The Hirer must pay the Bond as specified in Schedule 1 to YMCA on or before the Payment Date.
- b) The parties agree that YMCA may apply the Bond at its own discretion, towards cost of rectification of any damage to the YMCA Equipment or elsewhere at the Centre caused or contributed to by the Hirer or the Hirer's Agents and towards payment of any other amount payable by the Hirer to YMCA pursuant to this agreement.
- c) YMCA must repay the Hirer the Bond, or so much as has not been applied pursuant to clause 3.2(b), within 14 days after the expiration of this agreement or such longer period as the circumstances may reasonably require.

### 3.3 Signage

The Hirer or Hirer's Agents must not display any form of signage including posters, notices or advertisements at or around the Centre without the prior written consent of YMCA.

### 3.4 Conduct

The Hirer and Hirer's Agents must use the Centre for legal purposes only and conduct themselves and ensure their employees, contractors and guests conduct themselves in a proper and orderly manner at all times and cause as little disturbance as possible to other users of the Centre.

### 3.5 Cleanliness and waste disposal

The Hirer will be responsible for all cleaning and waste disposal.

### 3.6 Provision of staff and facilities

The Hirer must provide all necessary staff, facilities and equipment to conduct the Activity unless otherwise arranged with YMCA.

### 3.7 Security

The Hirer is responsible for the security, loss or damage of all of its property, equipment and cash during the term of this agreement. YMCA shall not be liable for any loss, theft or damage to any property of the Hirer which occurs at the Centre.

### 3.8 Compliance with directions

The Hirer must comply with all reasonable directions given by an authorised representative of YMCA.

### 3.9 Repair damage

If the Centre or any part of it is damaged in any way (excluding reasonable wear and tear), the Hirer must make good the damage to the reasonable satisfaction of YMCA at the Hirer's expense.

### 3.10 Structures

- a) The Hirer must not install Structures or bear any load to existing buildings or modify in any way existing buildings on the Centre without first: 1. obtaining all authorisations or approvals required for such installations or modifications; 2. giving to YMCA detailed plans, specifications and other information reasonably required in respect of the installations of Structures or modifications to existing buildings; and 3. obtaining YMCA's written consent to the plans and specifications so given and to the contractors which the Hirer intend to use for such installations.
- b) Subject to the consent referred to in clause 3.11(a), the Hirer must commence and complete the installation in accordance with the timeline, plans and specifications approved by YMCA.
- c) The Hirer must remove the Structures and all loose materials, signs, equipment and debris and restore the Centre to the condition it was in immediately before the installation of Structures within 2 weeks of the expiry or termination of this agreement. If the Structures or equipment are not removed during this time, YMCA may do any one or more of the following at the Hirer's cost: 1. dismantle and remove the Structures from the Centre; 2. repair any damage to the Centre resulting from YMCA's dismantling and removal of the Structures; and 2. store the Structures at the Hirer's risk.
- d) If the Hirer does not claim the Structures within one month of the expiry, or termination for any reason, of this agreement, the Structures are deemed to have been abandoned by the Hirer and become the property of YMCA and YMCA may sell or otherwise dispose of the Structures and keep the proceeds of the disposal.

### 3.11 Electrical requirements

The Hirer must not install any electrical apparatus without the consent of a YMCA qualified electrician. If electricians are required at any time during the Access Periods they will be employed by YMCA at the Hirer's cost.

### 3.12 Obstruction

The Hirer must not obstruct any passage ways, paths and roads throughout the Centre and must ensure that all areas adjacent to lifts, stairs, public telephones, fire alarms and fire extinguishers are kept clear.

### 3.13 Emergency Procedures and First Aid

- a) Appropriate representatives of the Hirer's must attend an induction with Senior Centre Management prior to the first Access Period, to be advised of the relevant emergency and evacuation procedures, and how they can assist. One of these representatives must be present at all times during the each Access Period.
- b) In the event of an emergency, the Hirer must alert a YMCA staff member immediately and follow directions from the chief Fire Warden on duty (Centre staff)

### 3.14 Contractors

The Hirer must engage and use only contractors approved by YMCA, which approval must not be unreasonably withheld.

## 4 . Equipment

### 4.1 Supply of equipment

- a) All equipment required to conduct the Activity will be supplied by the Hirer unless otherwise agreed with YMCA.
- b) If YMCA agrees to provide YMCA Equipment for the Activity, then the Hirer will pay YMCA the Equipment Fees set out in Schedule 1.

### 4.2 Use of the YMCA Equipment

While the Hirer is using the YMCA Equipment, the Hirer will:

- a) ensure the YMCA Equipment is operated in a proper and careful manner;
- b) undertake general maintenance and regular cleaning of the YMCA Equipment so as to prevent damage and wear and tear;
- c) repair damage caused to the YMCA Equipment while in its possession or control, where the damage is not solely caused or contributed to by YMCA; and
- d) not remove the Equipment from the Centre.

# Terms & Conditions

## 4.3 Title in YMCA Equipment

Title in YMCA Equipment remains with YMCA.

## 4.4 Damage to YMCA Equipment

If the YMCA Equipment is damaged, vandalised or lost while in the Hirer's possession or control, the Hirer will pay for the cost of its repair at a reasonable value determined by a supplier chosen by YMCA.

## 5. YMCA's obligations

### 5.1 Power supply

YMCA will:

- a) supply only standard power required by the Hirer during the Access Periods; and
- b) promptly advise the Hirer of the times at which access to the power supply is available.

## 6. Audit

YMCA may, at any time, conduct an audit for the purpose of confirming the Hirer's compliance, or ability to comply, with its obligations under this agreement (including standards, service and product delivery). Hirer agrees to, at no cost, cooperate and provide the necessary access to its books, records and systems to enable YMCA or its agent to carry out the audit.

## 7. Default and Termination

### 7.1 Default

The Hirer is in default of this agreement if:

- a) it does not pay moneys payable under this agreement within seven days of request by YMCA;
- b) YMCA gives the Hirer a notice asking the Hirer to remedy any breach of this agreement and the Hirer does not remedy the breach within seven days;
- c) the Hirer repudiates any of its obligations under this agreement; or
- d) the Hirer is a company and an application or order is made for its winding up or dissolution or a resolution is passed or any steps are taken to pass a resolution for its winding up or dissolution or to place it under administration or Hirer is otherwise unable to pay its debts as they fall due.

### 7.2 YMCA rights on default

If the Hirer is in default, YMCA may:

- a) rectify the default and the Hirer must immediately reimburse YMCA for the cost of its rectification; or
- b) terminate this agreement by notice to Hirer and also exercise any other rights or remedies it may have.

### 7.3 Termination for convenience

- a) YMCA may, at any time, terminate this agreement for convenience on a months' notice to the Hirer.
- b) If YMCA terminates this agreement under sub-clause (a), YMCA will reimburse the Hirer for any amounts paid by the Hirer for any services under this agreement which have not been provided to the Hirer.

### 7.4 Preservation of rights

Without limiting the above, clauses 3.9, 3.10(c), 5.1, 8.2, 8.3, 8.7, 8.3, 10, 14, 16 and 17 and any other clause intended to survive termination or expiry of this agreement will continue in effect after termination or expiry of this agreement.

## 8. Insurance and indemnities

### 8.1 Risk

The Hirer acknowledges and agrees that it and the Hirer's Agents occupy and use the Centre at their own risk.

### 8.2 Insurance

The Hirer must:

- a) confirm that all participants in the Activity have been advised and are fully aware that YMCA does not hold individual personal accident insurance and that is the responsibility of the individual;
- b) take out and maintain all appropriate insurances with an insurer approved by YMCA for workers' compensation and for public liability in the amount per event specified in Schedule 1, including cover for property damage, injury and loss of life at the Centre during the term of this agreement, noting YMCA as an additional insured;
- c) provide evidence of the insurance policies on the Commencement Date, or otherwise YMCA may cancel the Activity and bear no cost for doing so;
- d) not do or permit anything to be done which increases or may increase the premium payable for any insurance maintained by YMCA in connection with the Centre; and
- e) understand and comply with YMCA occupational health and safety policy which is set out in Schedule 2.

### 8.3 Indemnity

Hirer indemnifies YMCA and its Representatives against all liability and loss arising directly or indirectly from, any costs, charges and expenses incurred in connection with, any demand, claim or action made as a result of:

- a) any breach by Hirer or Hirer's Agent of this agreement;
- b) any claim arising directly or indirectly from or in connection with the Hirer's use of YMCA Equipment;
- c) any claim made by a third party in connection with the Hirer's use of the Centre, including participants in the Activity or persons attending the Centre;
- d) any criminal act (including fraud) carried out by the Hirer or the Hirer's Agent; or
- e) any death, personal injury or property damage caused by an act or omission of the Hirer or the Hirer's Agent in connection with this agreement.

### 8.4 Reduction of Hirer's Liability

- a) Hirer's liability under these indemnities is reduced to the extent that the loss or damage was caused by a breach of this agreement by YMCA or a negligent act or omission of YMCA.
- b) To avoid doubt, the indemnities in this agreement apply even where an individual (eg a Hirer's employee or Hirer's Agent such as a contractor) is acting without authority.

### 8.5 Cost of Hirer's obligations

If the Hirer is obliged to do anything under this agreement, it must do so at its cost and at own risk.

# Terms & Conditions

## 8.6 Continuing obligation

Each indemnity in this agreement is a continuing obligation, separate and independent from the other obligations and survives expiry, or termination for any reason, of this agreement. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this agreement.

## 8.7 Liability

To the maximum extent permitted by law:

- a) YMCA excludes all implied terms and excludes all liability for indirect and consequential loss or damage and loss of profit (whether direct, indirect, anticipated or otherwise), however caused, whether in contract, tort (including negligence), under any statute or otherwise arising from or relating in any way to this agreement, even if YMCA has been advised of the possibility of such losses being incurred;
- b) YMCA's total liability for loss or damage of any kind not excluded by (a) or any other provisions in this agreement, however caused, whether in contract, tort (including negligence), under any statute or otherwise arising from or relating in any way to this agreement is limited in aggregate for any and all claims to the Licence Fee amount;
- c) YMCA's liability to the Hirer is, limited at YMCA's option, to resupply, or payment of the cost to resupply, the goods and services supplied by YMCA under this agreement; and
- d) notwithstanding any other provision of this agreement, all conditions and warranties that are not expressly set out in this agreement are excluded. This does not limit any applicable statutory guarantees provided under the Competition and Consumer Act 2010 (Cth) (or any successor legislation) or equivalent State legislation that cannot be excluded

## 9. Compliance

### 9.1 Compliance with laws and YMCA policies

The Hirer must at all times comply with, and ensure its employees, subcontractors, employees of subcontractors and participants in the Activity comply with:

- a) the Standards of Conduct which is set out in Schedule 2 and as amended by YMCA from time to time;
- b) the YMCA Safeguarding Children, Young People and Vulnerable Adults Policy which is set out in Schedule 2 and any accompanying policy documents provided by YMCA;
- c) the YMCA Work Health and Safety Policy which is set out in Schedule 2;
- d) any other policies of YMCA as notified to the Hirer from time to time or displayed at the Centre; and
- e) all laws, regulations and requirements (including all notices, orders or directions) of any governmental, statutory or public authority relevant to the Hirer's conduct of the Activity, including all consumer, fair trading, sale of goods and public health laws and regulations.

### 9.2 Commitment to Child Protection

- a) The Hirer acknowledges that YMCA is committed to ensuring that the people who care for children, young people and vulnerable adults in YMCA programs or services, act in the best interests of the children, young people and vulnerable adults in their care and take all reasonable steps to ensure their safety, welfare and wellbeing. In particular, YMCA is committed to providing an environment where all children, young people and vulnerable adults are protected from any form of abuse or mistreatment.
- b) The Hirer will ensure that all employees, subcontractors and employees of subcontractors are in possession of a valid Working With Children Check as required by the relevant law and regulation.

### 9.3 Centre Induction

- a) The Hirer will ensure that all employees, subcontractors and employees of subcontractors: 1. complete a Site Induction Form; 2. have had the information contained in the induction explained to them; and 3. have signed that they understand and acknowledge the induction, before they attend the Centre to commence work.
- b) The Hirer will ensure that Hirer's Representative's signed acknowledgment form is returned to YMCA within 2 Business Days of signing the agreement and all other acknowledgment forms that have been signed are made available to YMCA on request.

### 9.4 Accident/incident notification

If the Hirer is required by law to give notice of an accident or incident that occurs during the conduct of the Activity, the Hirer will at the same time or as soon as practicable thereafter give YMCA a copy of the notice.

General notice

- a) The Hirer will promptly notify YMCA of any accident, injury, property or environmental damage that occurs during the conduct of the Activity. All lost time incidents must be immediately notified to YMCA.
- b) Within 5 Business Days of any such incident, the Hirer agrees to provide YMCA with a report giving complete details of the incident, including results of investigations into its cause, and any recommendations or strategies for future prevention.

### 9.5 Non-compliance

If YMCA informs the Hirer in writing that the Hirer or its Agents are:

- a) not acting in compliance with YMCA Policies or Relevant Law; or
- b) acting in such a way as to endanger the health and safety of the Hirer's or YMCA's representatives, employees, clients, subcontractors' employees, plant, equipment or materials, then:
  - c) the Hirer must promptly remedy the non-compliance; and
  - d) if the non-compliance is not remedied, YMCA will be entitled to exercise its rights and terminate this agreement.

## 10. Confidentiality

### 10.1 Treatment of Confidential Information

The parties agree not to disclose any Confidential Information of the other party which it obtains before, on or after the date of this agreement, including the terms of this agreement to any person, or to use such information for any reason other than relating to this agreement, except:

- a) disclosure to its employees, legal advisers, auditors and other consultants requiring the information for the purposes of this agreement;
- b) with the consent of the other party;
- c) if it is required to do so by law or a stock exchange or in connection with legal proceedings relating to this agreement; or
- d) if the information has otherwise been made generally and publicly available except as a result of the party's breach of this agreement.



# Terms & Conditions

## 11. Fees & Taxes

### 11.1 Payment

- a) The Hirer agrees to pay YMCA the Licence Fee in accordance with the terms set out in Schedule 1.

### 11.2 Fee Increases

If matters out of YMCA's control change at any time between the negotiation of this agreement and end of the Activity Period, which increase YMCA's costs of providing the Licence, YMCA may, by notice, increase the Licence Fee. If the Hirer does not accept the increase in the Licence Fee, the Hirer may terminate this agreement on 30 days' notice, by providing reasonable notice (of no less than 30 days) to YMCA, without having to pay the additional amount of the Licence Fee.

### 11.3 Taxes

The Hirer must pay all taxes of any kind (including any stamp duty) payable in respect of this agreement.

### 11.4 GST

The parties agree that:

- a) Despite the definition of consideration in the GST law, and unless otherwise expressly stated in this agreement, Fees or other sums payable or consideration to be provided under or in accordance with this agreement are exclusive of GST.
- b) If a party makes a taxable supply under or in connection with this agreement, the other party will pay to the supplier at the same time, and in addition to the GST-exclusive consideration, an amount equal to the GST payable on that supply.
- c) The supplier will, as a precondition to the payment of GST under clause 10.3(b), give the other party a tax invoice.
- d) If an adjustment event arises in connection with a supply made under this agreement, the supplier agrees to give the other party an adjustment note in accordance with the GST law.
- e) If this agreement requires one party to pay for, reimburse or contribute to any expense, loss or outgoing suffered or incurred by the other party, the amount required to be paid, reimbursed or contributed by the first party will be reduced by the amount of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense.
- f) If a law requires the Hirer to deduct an amount in respect of Taxes from a payment under this agreement, then: 1. the Hirer agrees to deduct the amount for the Taxes; and 2. the Hirer agrees to pay an amount equal to the amount deducted to the relevant Government Agency in accordance with applicable law and give the original receipts to YMCA.

## 12. Dispute resolution

### 12.1 Dispute Notice

Either party may give written notice of a dispute to the other party ("Dispute Notice"). A party giving a Dispute Notice agrees to provide details of the history and circumstances of the dispute and give reasons for why the party is disputing the issue.

### 12.2 Escalation

At the expiration of five (5) Business Days from the date of the Dispute Notice, unless the dispute has otherwise settled, the dispute may be submitted to the dispute resolution process as follows:

- a) the dispute will be referred initially to the parties' respective Contract Representatives. The Contract Representatives will attempt to settle the dispute within five (5) Business Days of the referral; and
- b) if the parties' Contract Representatives are unable to resolve the dispute within those five (5) Business Days, or other such period as is agreed, the dispute will be referred to the parties' respective senior management at a level deemed appropriate by each party given the nature of the dispute.

## 13. Force majeure

### 13.1 Effects of Force Majeure Event

Despite any other provision of this agreement, if YMCA is unable to perform or is delayed in performing an obligation under this agreement which is caused by or which arises or results from a Force Majeure Event, then:

- a) that obligation is suspended but only so far and for so long as it is affected by the Force Majeure Event;
- b) YMCA will not be responsible for any loss or expense suffered or incurred by the Hirer as a result of, and to the extent that, YMCA is unable to perform or is delayed in performing its obligations because of the Force Majeure Event; and
- c) YMCA may terminate this agreement by notice to the Hirer.

### 13.2 Access Period availability

Despite any other provision of this agreement, if the Centre is unavailable for the Hirer to use on a specific date during the Access Period due to a major event being hosted, the YMCA will notify the Hirer no less than a week' prior to that date so alternative arrangements can be made by the Hirer.

## 14 Notices

### 14.1 Form

Unless expressly stated otherwise in this agreement, all notices, certificates, consents, approvals, waivers and other communications in connection with this agreement must be in writing, signed by the sender (if an individual) or an Authorised Officer of the sender and marked for the attention of the person identified in the Details or, if the recipient has notified otherwise, then marked for attention in the way last notified.

### 14.2 Delivery

They must be:

- a) left at the address set out or referred to in the Details;
- b) sent by prepaid ordinary post (airmail if appropriate) to the address set out or referred to in the Details; or
- c) given in any other way permitted by law.

However, if the intended recipient has notified a changed postal address or facsimile number, then the communication must be to that address or facsimile number.

### 14.3 When effective

They take effect from the time they are received unless a later time is specified. They will be deemed to be received if sent by post, three days after posting (or seven days after posting if sent to or from a place outside Australia):

## Governing law

- a) This agreement is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of that place.

# Terms & Conditions

## 16. General

### 16.1 No assignment

The Hirer must not assign, sub-license, subcontract or otherwise deal with any of its rights or obligations under this agreement without the prior written consent of YMCA.

### 16.2 Discretion in exercising rights

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this agreement expressly states otherwise.

### 16.3 Partial exercising of rights

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

### 16.4 No liability for loss

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this agreement.

### 16.5 Approvals and consents

By giving its approval or consent a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

### 16.6 Rights and obligations unaffected

Rights given to the parties under this agreement and the parties' liabilities under it are not affected by anything which might otherwise affect them by law.

### 16.7 Variation and waiver

A provision of this agreement or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

### 16.8 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this Agreement or any part of it.

### 16.9 Costs

The parties agree to pay their own legal and other costs and expenses in connection with the preparation, execution and completion of this agreement and other related documentation.

### 16.10 Counterparts

This agreement may consist of a number of copies, each signed by one or more parties to the agreement. If so, the signed copies are treated as making up the one document.

### 16.11 Attorneys

Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

### 16.12 No relationship

Nothing in this agreement will be taken to constitute the Hirer as an employee, agent, partner or joint venturer of YMCA nor is the Hirer authorised to represent itself as acting, or to incur any obligation, on behalf of YMCA.

### 16.13 Entire agreement

This agreement is the entire agreement between YMCA and the Hirer about the subject matter of this agreement. To avoid doubt, it overrides any representations of any kind that YMCA or anyone else may have made about this agreement (whether in correspondences or otherwise).

## 17 Interpretation

### 17.1 Definitions

**Access Periods** means the periods referred to in Schedule 1.

**Activity** means the activity specified in Schedule 1.

**Activity Period** means the period specified in Schedule 1.

**Bond** means the amount specified in Schedule 1.

**Centre** means the Centre specified in Schedule 1.

**Centre Manager** means the person stated in Schedule 1, or another person designated by YMCA and notified to the Hirer from time to time.

**Commencement Date** means the date set out in the Details.

**Confidential Information** means all information:

- a) which, either orally or in writing, is designated or indicated as being the proprietary or confidential information of either party; and
- b) trade secrets or information which is capable of protection at law or equity as confidential information, whether it was disclosed:
- c) orally, in writing or in electronic or machine readable form; before, on or after the date of this agreement; or
- d) as a result of discussions between the parties concerning or arising out of this agreement or the Activity.

**Contract Representatives** means the persons specified in Schedule 1.

**Details** means the section headed "Details" in this agreement.

**Force Majeure Event** means any causes outside the reasonable control of YMCA.

**GST** has the same meaning as in A new Tax System (Goods and Services Tax) Act 1999 (Cwth).

**Hirer** means the party named in the Details and its successors.

**Hirer's Agents** means every agent, employee, licensee, contractor, invitee and guest of the Hirer.

**Hirer's Obligations** means the due and punctual observance and performance by the Hirer of all its liabilities, obligations and agreements (whether contingent, actual or prospective) to YMCA pursuant to or in connection with this agreement.

**Licence Fee** means the fee specified in Schedule 1.

**Payment Date** means the date specified in Schedule 1.

**Structures** means the structures described in Schedule 1.

# Terms & Conditions

## 17.2 References to certain general terms

Unless the contrary intention appears, a reference in this agreement to:

- a) **(variation or replacement)** a document (including this agreement) includes any variation or replacement of it;
- b) **(references to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- c) **(law)** law includes common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- d) **(singular includes plural)** the singular includes the plural and vice versa;
- e) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any Government Agency;
- f) **(executors, administrators, successors)** a particular person includes a reference to the person's executors, administrators, successors and substitutes (including, persons taking by novation) and assigns;
- g) **(calculation of time)** a period of time that dates from a given day or the day of an act or event is to be calculated exclusive of that day;
- h) **(reference to a day)** a day is to a calendar day and is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- i) **(meaning not limited)** the words "include", "including", "for example" or "such as" are not to be interpreted as words of limitation, and when such words introduce an example, they do not limit the meaning of the words to which the example relates, or to examples of a similar kind;

## 17.3 Headings

Headings are included for convenience only and are not to affect the interpretation of this agreement.

## 18 Charges and Payment

- a) All hire fees must be paid prior to taking the court for a hire period. A credit card number must be provided as a security bond to cover for not attending the booking without prior notice, less than 24 hours notice to cancel the booking, exceeding allocated booking or failure to pay the hire before taking the court.
- b) User Groups are expected to adhere to timeslots as agreed to in this document and its attachments.
- c) Fees and charges are reviewed annually. The Hawkesbury City Council set all fees and charges based on YMCA management recommendations
- d) No fee reduction is given if the activity concludes earlier than anticipated;
- e) The hirer will be charged hourly if usage times exceed the specified booking.
- f) The hirer will be advised of any change to or additional costs associated with usage e.g. Staffing, security, as soon as possible and prior to being incurred. These will be negotiated and charged to the hirer as appropriate.
- g) The Hirer are responsible for vacating the building before closing time. If closure of the facility is delayed due to the User Group, an additional hire fee will be applied at a rate of \$57.00 per half hour or time thereof.
- h) The hirer may be liable for any additional cleaning or make good/replacement costs which the YMCA is required to pay for, or for breaches of the Code of conduct or this Agreement.
- i) Hirers will receive a receipt of the payment at the time of payment. Hirers are advised to keep the receipt with them at all times during the hire and if requested produce this receipt to the YMCA staff member.

# Terms & Conditions

## 19. CANCELLATIONS

The following cancellation policy will apply to all bookings;

**Permanent Cancellation** – Notification of the permanent cancellation of an on-going booking must be made in writing (letter, email or fax) at least 7 days in advance of the last intended usage date. All outstanding payments must be settled at this point in time.

**One-off Cancellation** – Notification of one-off session cancellations must be made by phone or email at least 24 hours prior to the session.

**Cancellation Fees** – No cancellation fees will apply, as long as the above cancellation requirements are met. Otherwise the full hire fee will be charged, and this fee will be deducted from the credit card held on file.

- a) If no notification of change of usage is received then the User Group will be charged as per the agreement.
- b) If the regular usage time is unavailable due to a major event/priority bookings being hosted by the facility then users will be notified by the YMCA will strive to provide (1) weeks notice prior, so as alternative arrangements can be made by the User Group.
- c) YMCA will give notice to Hirers for booking disruptions due to movement for priority bookings. As HIS has many hirers weekly hence email is the chosen method of communication to inform all groups. HIS will endeavour to communicate through other forms to give notice of change however it is the Hirers responsibility to check their provided email account prior to bookings.
- d) YMCA at Hawkesbury Indoor Stadium reserves the right to cancel, reject or alter bookings if they are deemed dangerous or not consistent with goals, objectives or values of the YMCA.
- e) YMCA at Hawkesbury Indoor Stadium reserves the right to cancel a user booking immediately if the YMCA will be at a financial loss in serving a booking

## 20. PRIORITY OF BOOKINGS

A priority booking procedure is in place according to the following events and programs in order of highest to lowest priority;

- |                           |                       |
|---------------------------|-----------------------|
| 1. YMCA Programs          | 6. Regional Events    |
| 2. Local Community Events | 7. Permanent Bookings |
| 3. International events   | 8. Casual Bookings    |
| 4. National events        |                       |

User Groups will be given a minimum of one (1) week notice of any alternations or cancellations in order that disruptions to normal bookings and programs are minimised.

## 21. FEE SCHEDULE 2017/18

Indoor Court (one court):

Peak rate = \$57.00 / hour

Off peak rate = \$48.00 / hour

Commercial rate = \$77.00 / hour

Indoor Half Court (Half Basketball Court): = \$28.50 / hour

Badminton & Table Tennis Hire rate = \$16.00 / per hour / court / table

\* Off peak rate is Monday- Friday 9am-4:30pm not including public holidays during these times. All other times peak rate applies. More fees and charges for other hire options on requests

## 22. PUBLIC HOLIDAYS

\* YMCA reserves the right to close on other public holidays that are not listed. Notice will be provided to user groups in this instance.

Please note that the Centre is closed for all Public Holidays unless as special request for a sizeable event request which need to be approved by the centre manager .

# Schedule 1

Schedule 1

1	Name of Organization Group	
2	Hire Type	Private / Program / Event *Detailed information required on program and events
3	Activity	
4	Hire Fee	
5	Deposit	
6	Hirer Point of Contact	
7	Working With Children Check Required if you are coaching or supervising people under the age of 18 years	Yes / No WWCC Number:
	WWCC Policies, procedures and or guidelines	Yes / No Required if you are coaching or supervising people under the age of 18 years for programs or events
8	Additional Conditions/Court Set Up	
9	Insurance	
	Public Liability Amount	\$20,000,000. required for programs & events

Executed as an agreement:

Signature YMCA ..... Signature Hirer .....

Print Name ..... Print Name .....

Print Title ..... Print Title .....

Date of Execution ..... Date of Execution .....

# Schedule 2 and Booking Dates

## Schedule 1 Continued...

Programming and event hire need to provide their public liability certificate of currency, details of hire including fees and charges, working with children policies and procedures

## Schedule 2 - YMCA policies

- 1.Standards of Conduct
- 2.Safeguarding Children, Young People and Vulnerable Adults Policy
- 3.Work Health and Safety Policy
- 4.Emergency Evacuation Site Map

Please circle the dates required for your booking. Please ensure these match up with your booking request details listed on page 2.

September 2017							October 2017							November 2017						
Mo	Tu	We	Th	Fri	Sat	Su	ZM	Tu	W	Th	Fri	Sat	Su	Mo	Tu	We	Th	Fri	Sat	Su
				1	2	3							1			1	2	3	4	5
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30			
							30	31												

December 2017							January 2018							February 2018						
Mo	Tu	We	Th	Fri	Sa	Su	M	Tu	W	Th	Fri	Sa	Su	Mo	Tu	We	Th	Fri	Sat	Su
				1	2	3	1	2	3	4	5	6	7				1	2	3	4
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25
25	26	27	28	29	30	31	29	30	31					26	27	28				

For School Term Bookings or School PE requests please enter the dates required for your booking. Please ensure these match up with your booking request details listed on page 2.

# Outline of Events and Requirements

## Brief outline of events

## Additional Requirements and Requests

<input type="checkbox"/> Kiosk	<input type="checkbox"/> Disabled access
<input type="checkbox"/> Are you a not for profit organisation?	<input type="checkbox"/> Do you have your own First Aider
<input type="checkbox"/> Do you require an instructor? (additional cost)	
<input type="checkbox"/> Do you require equipment: ..... .....	
<input type="checkbox"/> Will you be fundraising, selling anything? Please outline items, fees and reasons as YMCA needs to approve: .....	
<input type="checkbox"/> Will you be charging registration and/or spectator fees? If so how much .....	
<input type="checkbox"/> Additional rooms eg Meeting room (may incur extra charges) ..... .....	
Additional Marketing, food kiosk, equipment request : ..... ..... .....	
Approximately number of participants and spectator.....	
(Booking Requests with responsibility care over U18s children ) Number Attending Teachers/coaches and any qualifications held ..... ..... Year Level / Age of participants .....	