



## **BOOKING TERMS & CONDITIONS**

### **1. Introduction:**

These terms forms part of your application to book the Hired Space(s) within La Trobe Sports facilities, located at either the La Trobe Sports Park or Sports Centre.

### **2. Designated First Aid Personnel:**

La Trobe Sport reserves the right to request appropriately qualified First Aid personnel as part of a booking.

### **3. Cleanliness:**

User Groups must ensure that any rubbish produced by its members are placed in the receptacles provided. Any User Group producing excessive rubbish must ensure that the rubbish is removed from the University and disposed of appropriately. La Trobe Sport reserves the right to charge the User Groups for any additional cleaning required if the User Group fails to meet the cleanliness standard as required under this section.

### **4. Alcohol:**

The consumption of alcohol is not permitted in the Hired Space(s) and in any La Trobe Sports facilities (including external surrounds).

### **5. Food & Beverages:**

The sale and/or offering of any food or drinks is not permitted in the Hired Space(s) and in any La Trobe Sports facilities (including external surrounds).

### **6. Smoke Free:**

Smoking is not permitted anywhere in La Trobe Sports facilities and around surrounding La Trobe Sports facilities. The closest designated Smoking Area is located in carpark 2A (Sports Park) or car park 6 (Sports Centre).

### **7. Noise:**

User Groups using the facilities after 10:00 pm must be aware of the Environmental Protection Authority's (EPA) restrictions on the use of amplified music. User Groups accept all responsibility for all violations of any EPA restrictions. User Groups agree to abide by any rules or laws that are applicable where sound is involved, including necessary copyright licenses for use of music in public places, and noise regulations, and to indemnify La Trobe University from and against all loss, expense, damage or otherwise any liability arising out of any breach of this clause.

### **8. Parking:**

Vehicles must be parked in the designated car parking areas. Please note that La Trobe University and authorised officers issues parking infringements for vehicles that do not adhere to the car

parking restrictions. The closest car parks to La Trobe Sports Park are the car parks CP2A and CP2B, with overflow to CP2 and CP1. The closest car park to the Sports Centre is car park 6. Vehicles are not permitted to park on the grass areas or any area other than the designated parking bays without the written permission of the La Trobe Sport. Buses and other authorised vehicles may gain access to the inner campus via the Security Central Control gate.

#### **9. Cancellations:**

- a) Casual User Cancellations: If you can no longer attend your booking, you must notify La Trobe Sport (LTS) at your earliest convenience. Please call LTS Reception on 03 9479 2973 to discuss. If outside of business hours, please email [sport@latrobe.edu.au](mailto:sport@latrobe.edu.au)
- b) We do not offer refunds for casual bookings. If you provide more than 24 hours' notice, LTS will happily reschedule your booking within the upcoming 14 day period). If less than 24 hours' notice is provided for a booking cancellation, the booking along with payment will be forfeited.
- c) Rescheduled bookings can only be moved to a new date within the same resource i.e. Stadium Court to Stadium Court on alternative date.
- d) Long-Term User Cancellations: Cancellations received in writing that are no less than fourteen (14) days prior to the booking date will not incur any hire fees. For cancellations made between seven (7) to fourteen (14) days, User Groups acknowledge that La Trobe Sport reserves the right to charge User Groups with a fee equivalent to 50% of the hire fee paid by the User Group for the Hired Space(s) if La Trobe Sport is of the reasonable opinion that booked Hired Space (s) will unlikely be filled. Cancellations received less than seven (7) days' prior to the booking date will incur the full hire fees for the booked Hired Space(s).
- e) La Trobe Sport Cancellations: La Trobe Sport reserves the right to cancel or reschedule a booking for any reason that threatens patron safety e.g. unfit playing surface, adverse weather conditions, maintenance concerns etc. In addition, La Trobe Sport reserves the right to cancel for any reason, subject to providing the User Group no less than thirty (30) days' notice prior to the booking date. If La Trobe Sport cancels the User Group's booking, the User Group will be refunded their booking in full.

#### **11. Ticketing for Events/Services/Coaching:**

The Hirer is not permitted to charge users an additional fee for services such as admission (ticketing), coaching, mentoring, training, competition etc. without prior approval from the La Trobe Sport.

#### **12. CCTV:**

Security surveillance is monitored and recorded throughout all La Trobe Sports facilities and throughout the University campus.

#### **13. Advertising, Branding & Promotions:**

No poster, placard, sign or advertisement shall be placed, painted or affixed anywhere within/around the venue without prior approval of the La Trobe Sport.

#### **14. Limitation of Liability and Disclaimer:**

To the extent permitted by law, the liability of La Trobe and its employees, contractors or agents for a breach of any warranty or liability which by law cannot be excluded, restricted or modified, or under any express warranty, is limited, at La Trobe's option, to:

- a) replacement, repair or reimbursement for goods or a suitably determined equivalent; and/or
- b) provision or reimbursement for services or a suitably determined equivalent.

Except to the extent that any loss, damage or injury is caused by negligence of La Trobe University, its employees, officers, representatives or agents La Trobe University, will not in any way be liable for any loss, damage or injury suffered by User Group participants or non-participant members of the User group while using the Hired Space(s) and La Trobe Sport Stadium facilities; irrespective of whether loss, damage or injury is self-inflicted, caused by a member of the User Group, or caused by another person not associated with the User Group.

User Groups agree to indemnify La Trobe University, its employees, officers, representatives, or agents from and against all loss, expense, damage or otherwise any liability arising from any injury or death of any person(s) and damage to property caused by any negligent or intentional act or omission of the User Groups or its employees, representatives, agents and individual members.

## **15. Security & Safety**

- c) In the interest of patrons' safety and enjoyment, management will not tolerate unruly or disruptive behaviour. Such behaviour may result in ejection from the premises, suspension, or termination of bookings.
- d) Please observe all rules, signs, staff instructions and codes of conduct within all La Trobe Sports facilities.
- e) Appropriate sporting attire and non-marking footwear must be worn at all times.
- f) For security purposes photographs of visitors may be taken and stored.
- g) Under no circumstances are patrons allowed to use electronic devices in the changing room areas.
- h) Security surveillance is recorded throughout La Trobe Sports facilities.
- i) At no time is an individual to enter the La Trobe Sports facilities under the influence of alcohol, illicit drugs and/or medications that state strenuous activity is to be avoided on its warning label.
- j) At all times User Groups must respect the property of La Trobe Sport and of others. User Groups will be liable for any damages caused to any property belonging to La Trobe Sport.
- k) La Trobe Sport reserves the right to request additional security services for a booking at a cost incurred by the user group.
- l) La Trobe Sport adopts a proactive approach to Safety and Health. User Groups should appoint a designated warden who is familiar with the emergency response for the Hired Space(s). In the event a La Trobe Sport Staff member is not present, the designated warden should manage any emergency or evacuation situation. User Groups shall obey any and all reasonable instructions given by La Trobe Sport and its agents as regards to the use of and access to the Hired Space(s) and any other La Trobe Sports facilities.

## **16. Compliance:**

The Group User agrees to comply with all health regulations and laws. For the avoidance of doubt, this includes any Directions issued under the Public Health and Wellbeing Act 2008 (Vic). Failure to comply with all health regulations and laws may result in ejection from the premises, suspension, or termination of bookings.

## **17. Access:**

- a) Children under 12 years of age must be accompanied and actively supervised by a responsible adult when visiting the La Trobe Sport facilities.
- b) Hours of operation may vary due to public holidays, block out periods and unforeseen circumstances. La Trobe Sport will provide as much notice allowable to all User Groups.
- c) On arrival, visitors and User Groups must report to reception on entering La Trobe Sport facilities prior to accessing the Hired Space(s).
- d) Access to Hired Space(s) is restricted to the accepted designated booking times within this agreement.
- e) In the interests of others, User Groups must clear all equipment from the Hired Space(s), at the conclusion of its booking time.
- f) User Groups / visitors wishing to access La Trobe Sport facilities outside of the allocated booking times will need to pay the general entry fees and charges.
- g) Security access, access control cards and building keys that have been allocated to User Groups and individuals are not to be distributed to others and are for strict use by the individuals to whom the access is authorised. All security access control cards and building keys remain the property of La Trobe Sport. Under no circumstance are User Groups to organise the duplication of keys.
- h) Under no circumstances, can User Groups sub-let or on-sell booking spaces to other third parties.
- i) La Trobe Sport will use its best endeavours to ensure equipment is safe for use. It is the User Group's responsibility to check equipment prior to use and report any potential safety concerns to the La Trobe Sport.
- j) La Trobe may require the attendance of Emergency Services in the event a User Group member requires emergency assistance. User Groups agree to reimburse La Trobe for all costs associated with any such call out.
- k) Campus Security is available 24 hours by contacting 9479 2222.
- l) Photography and videography is strictly prohibited within La Trobe Sport Facilities including the Indoor Sports Centre, Sports Park Stadium and Sports Park Fields. Pre-approval for photos and videos may be provided by emailing [sport@latrobe.edu.au](mailto:sport@latrobe.edu.au).

## **17. Child Safety**

La Trobe University supports the safety, participation, wellbeing and empowerment of children and young people, and seek to ensure the safety of any children involved in university-related activities. For our Child Safety Policy and requirements for all staff, students, contractors and visitors, please visit [www.latrobe.edu.au/statements/child-safety](http://www.latrobe.edu.au/statements/child-safety).

## **18. Amendment of Terms and Conditions:**

La Trobe Sport reserves the rights to amend these Booking Terms and Conditions from time to time. If/when the Booking Terms and Conditions are amended, La Trobe Sport will use its best endeavours to notify affected User Groups.

**19. Privacy:**

La Trobe Sport respects the privacy of your personal information. We collect personal information as part of the registration process in order for User Groups and individuals to book the Hired Space(s) and other facilities and spaces within the La Trobe Sports Stadium. If your personal information is not provided, then you may not be able to register and confirm your booking. You may have the right to access the personal information that we hold about you subject to any exceptions in relevant laws, by contacting us via email: [sport@latrobe.edu.au](mailto:sport@latrobe.edu.au).

Please visit: [www.latrobe.edu.au/statements/privacy](http://www.latrobe.edu.au/statements/privacy) for the Privacy Policy of La Trobe University.