

CURTIN STADIUM
VENUE AND FACILITIES HIRE
TERMS AND CONDITIONS

Please read these Terms and Conditions carefully and ensure you understand your rights and obligations before making a booking at Curtin Stadium. By ticking the acknowledgement or signing the Hire Agreement, you acknowledge and agree that these Terms and Conditions form part of your legally binding agreement with Curtin University, and you must comply with these Terms and Conditions and the Curtin Sport and Recreation Rules and Conditions of Entry. For additional information visit the Stadium website at curtin.edu.au/sport or speak to Stadium reception.

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PART A — BOOKING CATEGORIES

1. Application and Interpretation

- 1.1 All bookings and Hire Agreements are governed by this clause 1 and the General Terms.
- 1.2 Clause 2 additionally applies to Casual Court Bookings, clause 3 additionally applies to Organised Bookings, clause 4 additionally applies to Event Bookings, clause 5 additionally applies to Recurring Bookings and clause 6 additionally applies to Curtin Affiliated Sporting Club Bookings.
- 1.3 If there is any inconsistency between the General Terms and clauses 2 to 6, clauses 2 to 6 prevail to the extent of the inconsistency, unless expressly stated otherwise in the Hire Agreement.
- 1.4 The following terms are defined as follows:
- (a) **Affiliate Agreement** means the agreement entered into between Curtin and a Curtin Affiliated Sporting Club for a number of predetermined season bookings.
 - (b) **Casual Court Booking** is given the meaning in clause 2.1.
 - (c) **Curtin** means Curtin University.
 - (d) **Curtin Affiliated Sporting Club** means an incorporated not-for-profit sporting organisation that holds a current, valid Affiliate Agreement with Curtin Sport and Recreation.
 - (e) **Curtin Affiliated Sporting Club Bookings** is given the meaning in clause 6.1.
 - (f) **Curtin Sport and Recreation** or **S&R** is the Curtin team responsible for venue management, bookings and operations at Curtin Stadium.
 - (g) **Curtin Stadium** means the stadium, courts, fields, rooms and other facilities operated by Curtin at which bookings under these Terms and Conditions may be made.
 - (h) **Event Booking** is given the meaning in clause 4.1.
 - (i) **General Terms** means clauses 7 to 21.
 - (j) **Hire Agreement** means the booking hire agreement entered into between Curtin and the Hirer for a booking.
 - (k) **Hire Fee** is the fee prescribed in the Hire Agreement.
 - (l) **Hire Period** is the time and date of the hire outlined in the Hire Agreement.
 - (m) **Hire Purpose** means the specific activity, sport, event or purpose for which a booking is approved by Curtin, as recorded in the Hire Agreement.
 - (n) **Hire Space** means the specific court, field, room or other area at Curtin Stadium booked by the Hirer, as prescribed in the Hire Agreement, including its fixtures, fittings and appliances.
 - (o) **Hirer** is the individual or authorised representative who enters into the Hire Agreement. The Hirer is responsible for payment of the Hire Fee and for ensuring appropriate conduct and compliance with these Terms and Conditions.
 - (p) **Organised Booking** is given the meaning in clause 3.1.
 - (q) **Prohibited Items and Activities List** means the list of prohibited items and activities published by Curtin from time to time, as amended.
 - (r) **Recurring Booking** is given the meaning in clause 5.1.
 - (s) **Staffed Hours** are the hours of standard operation as advertised on the Stadium website. These are subject to change, and it is the Hirer's responsibility to remain aware of any updates.

2. Casual Court Bookings

- 2.1 Casual Court Booking means a booking:
- (a) for recreational sporting use only for one of the following sports;
 - i. Badminton;
 - ii. Basketball;
 - iii. Beach Volleyball;
 - iv. Indoor Volleyball; and
 - v. Tennis,

provided that Curtin may, at its discretion, approve additional activities or prohibit or restrict any of the above activities from time to time.

- (b) of a sporting court, field or similar recreational facility designated by Curtin;
 - (c) involving no coaching, instruction, competition, commercial activity, organised club activity or fee charging; and
 - (d) involving no additional equipment, catering, spectators, venue modifications or services requested from Curtin.
- 2.2 A Casual Court Booking may be made up to 14 days in advance, subject to availability.
- 2.3 Payment for a Casual Court Booking is required upon arrival at reception.
- 2.4 A Casual Court Booking includes use of the relevant sporting facility only. Curtin does not modify court set-up or provide additional equipment, such as chairs, for a Casual Court Booking.
- 2.5 Same-day Casual Court Bookings are subject to court set-up and staff availability.
- 2.6 A Casual Court Booking cannot be made on a recurring basis. Each session must be booked and paid for separately.
- 2.7 If a Hirer's use of a Casual Court Booking does not comply with clause 2.1, or is otherwise for a non-recreational purpose, Curtin may decline or cancel the booking, and/or require the Hirer and its invitees to leave Curtin Stadium, without refund.
- 2.8 The Hirer must not bring personal set-up equipment or outside catering to Curtin Stadium in connection with a Casual Court Booking.
- 2.9 The Hirer must pay any cleaning fees listed in the Hire Agreement prior to the Hire Period commencing.

3. Organised Bookings

- 3.1 Organised Booking means a booking for any of the following:
- (a) a sporting club including Curtin Affiliated Sporting Clubs regular training and games;
 - (b) a community group;
 - (c) a school;
 - (d) a Curtin faculty, department, or student club;
 - (e) a not-for-profit organisation;
 - (f) a training camp;
 - (g) a seminar or workshop;
 - (h) a small-scale sporting competition;
 - (i) a sport requiring specific court or field set-up, including netball, football, soccer, futsal, floorball or rugby; or
 - (j) any other booking that does not reasonably fall within the definition of a Casual Court Booking or an Event Booking.
- 3.2 An Organised Booking must be requested at least 15 days before the proposed Hire Period and is subject to Curtin's approval.
- 3.3 An Organised Booking may be made by an individual or organisation for a commercial or promotional purpose, including advertising, charging fees, coaching, or representing a formal or informal organisation or community group, subject to Curtin's approval.
- 3.4 An Organised Booking may require the set-up of specialist sporting or recreational equipment, furniture, audio-visual equipment or catering. All set-up must be carried out by S&R staff or an approved contractor.
- 3.5 A Hirer may elect to hire equipment from Curtin for an Organised Booking at an additional cost. Equipment will be supplied to the Hirer at the start of the Hire Period and must be returned to Curtin at the end of the Hire Period, or otherwise dealt with as directed by S&R staff.
- 3.6 Available spaces for an Organised Booking include:
- (a) Café;
 - (b) Fitness Centre;
 - (c) Group Fitness Studio;
 - (d) Indoor and Outdoor Courts/Fields;
 - (e) Pilates Studio;
 - (f) The Studio;

- (g) Main Arena;
- (h) Seminar Room; and
- (i) Undercroft.

- 3.7 Access to storage facilities or keys may be arranged by agreement with S&R.
- 3.8 Curtin may require the Hirer to provide additional documentation, including business registration, evidence of insurance in accordance with clause 11, identification, or any other documentation reasonably required by S&R.
- 3.9 Cleaning fees will be charged at the time the Hire Fee becomes payable.
- 3.10 An Organised Booking may be approved on a recurring basis in accordance with clause 5.

4. Event Bookings

- 4.1 Event Booking means any booking which, in Curtin's reasonable opinion:
- (a) requires significant venue management;
 - (b) involves spectators or public attendance;
 - (c) requires security, traffic management or crowd control;
 - (d) involves commercial activations, exhibitions or promotions; or
 - (e) otherwise exceeds the operational requirements of an Organised Booking.
- 4.2 Curtin may determine, acting reasonably, that a proposed booking constitutes an Event Booking.
- 4.3 Where Curtin determines that a booking is an Event Booking, the booking may be subject to separate event hire terms and conditions, and any additional operational requirements notified by Curtin, including in relation to cancellation.

5. Recurring Bookings

- 5.1 An Organised Booking or an Event Booking may be approved by Curtin on a recurring basis (Recurring Booking), for example weekly training sessions or game days over a fixed period.
- 5.2 The Hire Agreement for a Recurring Booking must specify the day, time, frequency and duration of each occurrence.
- 5.3 Unless otherwise stated in the Hire Agreement, these Terms and Conditions apply separately to each occurrence of a Recurring Booking.

6. Curtin Affiliated Sporting Club Bookings

- 6.1 Curtin Affiliated Sporting Club Bookings are strictly limited to season training and game schedules as predetermined in the Affiliate Agreement. These Bookings are subject to clause 3 Organised Bookings.
- 6.2 Non-season training and games, or any booking requiring third party set up such as food trucks, security and temporary structures, will require an individual booking request for each event. This includes (but is not limited to);
- (a) rescheduled matches;
 - (b) exposition matches;
 - (c) Charity matches;
 - (d) industry matches; and
 - (e) partnered games.
- 6.3 Curtin Affiliated Sporting Clubs Bookings and events as described in clause 6.2 are classed as Event Bookings.

PART B — GENERAL TERMS

7. Bookings

- 7.1 Bookings are only available during Staffed Hours. S&R may, at its discretion, allow bookings outside Staffed Hours, subject to additional charges (not applicable to Casual Court Bookings).
- 7.2 Booking requests must be made in writing, by email or via the booking form available on the Curtin website.
- 7.3 S&R will acknowledge the enquiry within a reasonable timeframe by sending a Hire Agreement to the Hirer, which will include a quote for the booking.
- 7.4 The Hirer accepts the Hire Agreement and these Terms and Conditions by signing and returning the Hire Agreement to S&R by the specified date. For Casual Court Bookings, the Hirer accepts these Terms and Conditions via an acknowledgement in the Sports Booking Application Form.
- 7.5 A booking remains unconfirmed until the signed Hire Agreement is returned to Curtin and the booking is confirmed by Curtin.
- 7.6 Curtin may alter the booking type at their discretion if the booking requested does not align with the booking type selected. Curtin will notify the Hirer of the change and if the Hirer wishes to proceed with the altered booking, the Hirer will be liable for any additional Hire Fees or booking requirements due to the booking type changing.
- 7.7 All bookings must be paid in full prior to the Hire Period, unless otherwise agreed in writing.
- 7.8 Late payment may result in cancellation of future bookings and/or additional late fees.
- 7.9 Curtin may refuse or decline any booking request, or cancel any booking at its discretion.

8. Access and Use of Hire Spaces

- 8.1 All guests at Curtin Stadium must comply with S&R staff instructions. S&R staff and contractors may access any Hire Space at any time for operational or safety reasons.
- 8.2 A booking only permits access to the Hire Space during the confirmed Hire Period. Additional time will incur charges.
- 8.3 Arrivals more than 10 minutes late may result in forfeiture of the booking, and 100% of the Hire Fee will remain payable.
- 8.4 A no-show will be charged 100% of the Hire Fee, which is not eligible for a refund.
- 8.5 Without Curtin's prior written approval, the Hirer must not:
 - (a) use the Hire Space for a purpose other than the approved Hire Purpose;
 - (b) conduct any activity not disclosed to Curtin when making the booking;
 - (c) charge admission or participation fees;
 - (d) provide coaching or instruction; or
 - (e) conduct commercial, marketing or promotional activities.
- 8.6 Booking numbers must reflect reasonable participation for the Hire Purpose. If numbers are excessive, Curtin may decline or cancel the booking, and/or require the Hirer and its invitees to leave Curtin Stadium, without refund.
- 8.7 The Hirer is responsible for the supervision, direction and control of all persons using or otherwise present at the Hire Space during the Hire Period (excluding S&R staff).
- 8.8 The Hirer must ensure its invitees are aware of, and comply with, these Terms and Conditions and the Curtin Sport and Recreation Rules and Conditions of Entry.
- 8.9 The Hirer and its invitees must promptly comply with any reasonable direction issued by Curtin, S&R staff, contractors or Curtin Security.
- 8.10 The Hire Space must be kept clean and tidy throughout the Hire Period. The Hirer must leave the Hire Space in the same condition as it was found, failing which clause 12.2 applies.
- 8.11 The Hirer must ensure no litter or personal property is left at the Hire Space at the conclusion of each Hire Period.
- 8.12 The Hirer must not engage in, or allow its invitees to engage in, any illegal activity at or in connection with Curtin Stadium.
- 8.13 A booking grants access only to the Hire Space specified in the Hire Agreement and does not confer any right to access any other area of Curtin Stadium, unless expressly approved by Curtin.

- 8.14 Any participant or invitee under the age of 18 years must be supervised by a responsible adult for the duration of the Hire Period.
- 8.15 The Hirer must not assign, transfer, sublet or permit any other person or organisation to use the Hire Space without Curtin's prior written approval.
- 8.16 Curtin may involve Curtin Security in relation to any booking, including to respond to safety, security or conduct concerns at Curtin Stadium.

9. Prohibited Items and Activities

- 9.1 The Hirer, and its invitees, must comply with:
- (a) these Terms and Conditions;
 - (b) the Curtin Sport and Recreation Rules and Conditions of Entry;
 - (c) the Prohibited Items and Activities List; and
 - (d) any operational directions issued by Curtin,
each as amended and published on the Curtin website from time to time.
- 9.2 The use of, or engagement in, any prohibited item or activity may result in the booking being declined or cancelled, and/or the Hirer and its invitees being required to leave Curtin Stadium, without refund.
- 9.3 The Hirer and its invitees must comply with any footwear, clothing or equipment requirements specified by Curtin from time to time, including requirements to protect court and playing surfaces.
- 9.4 The Hirer must not bring, or allow its invitees to bring, any vehicle or unauthorised equipment onto a court, field or other Hire Space without Curtin's prior written approval.
- 9.5 Without limiting clause 9.1 the Hirer must not use smoke machines, confetti, pyrotechnics or similar special effects at Curtin Stadium without Curtin's prior written approval.

10. Recording and Photography

- 10.1 The Hirer must not undertake filming, photography, livestreaming, recording or other media activity at Curtin Stadium without Curtin's prior written approval.
- 10.2 Curtin may impose conditions on any approval granted under clause 10.1, including conditions to protect the privacy of other Stadium users.

11. Insurance

- 11.1 Curtin may require a Hirer to hold and maintain public liability insurance for an amount specified by Curtin.
- 11.2 The Hirer must provide Curtin with evidence of the insurance required under clause 11.1 upon request.

12. Cleaning Fees

- 12.1 Any cleaning fee charged in the Hire Agreement is calculated on the basis that the Hirer will leave the Hire Space in a reasonable state of cleanliness.
- 12.2 Regardless of whether a cleaning fee has been charged, if the Hire Space is left in an unreasonable state of cleanliness, Curtin may invoice the Hirer for any additional cleaning costs incurred by Curtin's cleaning contractor to restore the Hire Space.

13. Bond

- 13.1 Curtin may require a bond for any booking.
- 13.2 The Hirer must pay the bond prior to the commencement of the Hire Period.
- 13.3 Curtin may deduct any monies owed by the Hirer under these Terms and Conditions from the bond.
- 13.4 Subject to clause 13.3, Curtin will refund the undrawn balance of the bond (if any) once the Hire Period has concluded and all monies owed by the Hirer have been deducted.

14. Loss, Damage, Injury and Repairs

- 14.1 The Hirer must immediately report any damage, defect or maintenance issue relating to the Hire Space to S&R staff.
- 14.2 The Hirer must not attempt, or allow its invitees to attempt, to repair or modify any fixtures, fittings or appliances at the Hire Space.
- 14.3 The Hirer is liable for loss of, or damage to, the Hire Space or Curtin property caused by the Hirer or its invitees, excluding fair wear and tear.
- 14.4 Curtin may require the Hirer to pay the cost of, or reimburse Curtin for, repairing or replacing any loss or damage for which the Hirer is liable under clause 14.3.
- 14.5 Curtin may recover from the Hirer the cost of replacing any Curtin Stadium item that was present at the start of the Hire Period but is missing at its conclusion.
- 14.6 Curtin may recover any monies owed by the Hirer under clause 14.4 or 14.5 as a debt.
- 14.7 Curtin is not responsible for the loss or theft of, or damage to, property belonging to the Hirer or its invitees.
- 14.8 The Hirer must promptly notify S&R of any injury, medical incident, safety incident or near miss occurring during the Hire Period.

15. Indemnity

- 15.1 The Hirer indemnifies Curtin against any loss, damage, liability, claim, cost or expense suffered or incurred by Curtin arising from:
 - (a) a breach of these Terms by the Hirer; or
 - (b) any negligent, unlawful or wilful act or omission of the Hirer or its invitees,except to the extent caused by a negligent act or omission of Curtin.

16. Limitation of Liability

- 16.1 To the maximum extent permitted by law:
 - (a) the Hire Space is provided on an “as is” basis;
 - (b) Curtin excludes all warranties that are not capable of exclusion at law;
 - (c) Curtin is not liable for any loss of profits, revenue, opportunity or other consequential loss; and
 - (d) Curtin is not liable for any injury, loss or damage suffered by the Hirer or its invitees arising from use of the Hire Space, except to the extent caused by Curtin's negligence.
- 16.2 Nothing in this clause 16 excludes, restricts or modifies any right or remedy that cannot be excluded, restricted or modified under the Australian Consumer Law, or limits Curtin's liability for death or personal injury caused by the negligence of Curtin, its staff or contractors.

17. Force Majeure and Venue Closure

- 17.1 Curtin may suspend, relocate or cancel a booking where Curtin reasonably considers it necessary due to:
 - (a) maintenance;
 - (b) an emergency;
 - (c) safety concerns;
 - (d) a government direction;
 - (e) weather;
 - (f) other operational requirements; or
 - (g) the Hire Space is required for a University operational purpose, including examinations, graduations or other University events.
- 17.2 Where Curtin suspends, relocates or cancels a booking under this clause, Curtin may offer the Hirer an opportunity to reschedule the booking or refund any prepaid Hire Fee.

18. Cancellation

- 18.1 A Casual Court Booking cancelled at least 24 hours before the Hire Period will not incur a fee. A Casual Court Booking cancelled within 24 hours of the Hire Period will incur a fee of 50% of the Hire Fee.
- 18.2 An Organised Booking or Recurring Booking (other than an Event Booking):
- (a) cancelled at least 4 weeks before the Hire Period will not incur a fee;
 - (b) cancelled between 2 and 4 weeks before the Hire Period will incur a fee of 50% of the Hire Fee; and
 - (c) cancelled within 14 days of the Hire Period will not be eligible for a refund, and 100% of the Hire Fee will be retained by Curtin.
- 18.3 An Event Booking may be subject to separate cancellation terms specified in the event hire terms and conditions issued under clause 4.3.
- 18.4 Curtin may, in its discretion, waive or reduce a cancellation fee otherwise payable under this clause 18.

19. Termination and Default

- 19.1 Curtin may terminate the Hire Agreement during the Hire Period if:
- (a) money owed to Curtin under the Hire Agreement remains unpaid 14 days after its due date; or
 - (b) there is a breach of any part of the General Terms.
- 19.2 The General Terms, and all fee-related clauses, survive termination of the Hire Agreement.

20. Governing Law and Jurisdiction

- 20.1 These Terms and Conditions, and any Hire Agreement, are governed by the law of Western Australia. Each party submits to the non-exclusive jurisdiction of the courts of Western Australia.

21. General

- 21.1 The Hire Agreement and these Terms and Conditions (including any documents incorporated by reference under clause 9.1 constitute the entire agreement between the Hirer and Curtin in relation to the booking, and supersede all prior discussions and representations.
- 21.2 If any part of these Terms and Conditions is found to be void, unenforceable or illegal, that part is severed, and the remainder continues in full force and effect.
- 21.3 Curtin handles personal information collected through the booking process in accordance with Curtin's Privacy Statement, available on the Curtin website.
- 21.4 A failure by Curtin to enforce any part of these Terms and Conditions is not a waiver of Curtin's rights.
- 21.5 Nothing in these Terms creates any employment, agency, partnership or joint venture relationship between Curtin and the Hirer.
- 21.6 The Hirer must comply, and ensure its invitees comply, with all applicable laws, regulations, permits and approvals relevant to the Hire Purpose.
- 21.7 Curtin Stadium is monitored by CCTV for safety and security purposes. Footage may be used and disclosed in accordance with Curtin's Privacy Statement, including to relevant authorities where required.
- 21.8 The Hirer must not use the name, logo or branding of Curtin, Curtin Sport and Recreation or Curtin Stadium in any promotional, marketing or other material without Curtin's prior written approval.
- 21.9 The Hirer must not sell, supply or permit the consumption of food or alcohol at Curtin Stadium without Curtin's prior written approval. Where approval is granted, the Hirer must comply with any conditions imposed by Curtin, including requirements relating to approved caterers, contractor inductions and liquor licensing.