

QUT Sport Facility Hire and Use Terms and Conditions

1. Definitions

- a. **Facilities** indicate the facilities being hired by the Hirer and may include the sports field, athletics track, indoor sports court, outdoor sports court, pools, gym spaces, virtual sports studio, esports arena, or any other sporting facility operated by QUT Sport.
- b. **Facility Rules** means the rules for the Facilities which will be provided upon request.
- c. **QUT** means Queensland University of Technology's officers, employees, secondees, agents, suppliers, contractors, and subcontractors.
- d. **Sports Body** means company, association, body corporate or other entity that is responsible for training or organising sport for others.

2. Agreement Formation

- a. The Hirer will be bound and agrees to these terms for the Period and Purpose if:
 - i. The Hirer physically or digitally signs or indicates their agreements to these Terms; or
 - ii. The Hirer makes payment to QUT for hire of the Facilities; or
 - iii. The Hirer or their agents commences use of the Facilities.
- b. The Hirer must ensure that any persons using or accessing the Facilities as part of the booking, including attendees, visitors, invitees, or spectators, comply with these terms and conditions.

3. Bookings

- a. Bookings for the use of the Facilities are either made through the QUT Sport online portal, or by emailing sportsfacilities@qut.edu.au. Bookings made via email are to be at least one (1) week prior to using the Facilities.
- b. Approval for booking requests made within one (1) week of using the Facilities will be at the discretion of QUT.
- c. The duration of the booking for each Period is inclusive of all set-up, pack-down, warm-up and warm-down requirements.
- d. The Hirer is not permitted to use the Facilities outside the Period and may incur a fee for any booking that runs outside the duration of the Period.

4. Booking Fee

- a. Bookings are subject to QUT's current pricing schedule, made available on the QUT Sport website.
- b. Discounted fee types for QUT students, staff, alumni, and concession card holders are not to be used for any bookings other than personal or private use, unless prior permission is sought and granted by QUT. For group bookings, a minimum of 70% of participants must be from the selected fee type category (i.e., QUT student, QUT staff, QUT alumni, or concession card holders) for the group to qualify for the discounted rate.
- c. QUT reserves the right to modify the fee type charged to the Hirer for any booking, at any time, for any reason, if deemed necessary.
- d. QUT reserves the right to request appropriate identification, including QUT student and staff ID cards, to confirm eligibility for relevant fee types.
- e. All bookings must be paid in full prior to use of the facilities unless prior permission is sought and granted by QUT.
- f. QUT may, at their discretion, require a bond be paid prior to use of the Facilities which will be applied to loss, damage, or cleaning fees if required.

5. Cancellation and Changes

- a. The Hirer may cancel the booking and receive a full refund provided notice is given to QUT no less than 72 hours before the booking was due to commence. Otherwise, the full booking fee will be charged to the Hirer. Unused bookings that are not cancelled will be charged the full booking fee.
- b. QUT reserves the right to cancel, suspend or alter any booking, for any reason, at any time before or during the booking, and the Hirer will have no entitlement to claim any loss or damage because of the cancellation.
- c. QUT reserves the right to close the Facilities at any time due to weather conditions if deemed dangerous to persons or damaging to the Facilities.
- d. QUT reserves the right to take appropriate action, including closing the Facilities, if it considers any person is behaving unacceptably in the use of the Facilities.
- e. QUT will give advance notice, where possible, of the cancellation, suspension, or alteration of any booking, with a full refund of the booking fee offered to the Hirer. No refunds will be offered for cancelled bookings resulting from a breach of these terms and conditions.

6. Hirer's Responsibilities

- a. The Hirer must:
 - i. Use the Facilities and the Facilities' equipment in a safe and proper manner and comply with QUT's reasonable directions including any QUT issued safety plan.
 - ii. Notify QUT immediately of any identified safety hazards and immediately stop use if there is an identified safety issue or injury.
 - iii. Comply with any public health measures, restrictions, or conditions (such as social distancing and regular handwashing) as set out by the Queensland government or communicated to the Hirer by QUT;
 - iv. Comply strictly with the Facilities Rules.
 - v. Ensure any swipe cards given to the Hirer are returned to QUT at the end of the Period.
 - vi. Ensure that nothing is done, or permitted to be done, that would cause a breach of any law, permit, approval, or licence in relation to the use of the Facilities including noise laws and Blue Card requirements.
 - vii. Leave the Facilities undamaged and restore the Facilities and equipment to the condition and arrangement in which they were provided; and
 - viii. Promptly notify QUT of any damage to the Facilities or equipment as a result of their use of the Facilities.
- b. QUT reserves the right to automatically charge the Hirer for any cleaning fees or damage to the Facilities or equipment if the Hirer does not restore the Facilities and equipment to the condition in which they were provided.

7. Advertising Material

- a. The hirer must not display any advertising material of any kind within the Facilities or in the Building without QUT's prior approval.
- b. The Hirer must not use QUT's name and/or Logo in any material produced or distributed by the Hirer without QUT's prior approval.

8. Parking

- a. Parking is permitted only in the designated areas, with parking restrictions always enforced. QUT takes no responsibility for any fines incurred by the Hirer.

9. Smoking

- a. QUT is a smoke-free University. Smoking is prohibited on the University campuses and in the Facilities. The Hirer must ensure this prohibition is always observed.

10. Alcohol and Catered Events

- a. The consumption of alcohol is not permitted at the Facilities without prior approval from QUT and a liquor licence.
- b. An application to consume alcohol at the Facilities must be submitted to QUT at least two (2) weeks before the Period if alcohol is not being sold; and at least four (4) weeks before the Period if alcohol is to be sold for consumption at the Facilities.
- c. The Hirer must provide QUT with a copy of the liquor licence at least two (2) weeks before the Period.
- d. The Hirer must comply with the terms of its liquor licence, the *Liquor Act 1992 (Qld)* and the University regulations concerning the use of alcohol at functions, a copy of which will be provided on request.
- e. Catered events are prohibited to occur at the Facilities, unless by prior arrangement and approval by QUT. The caterer must also be approved by QUT.

11. QUT Sport Aquatic Centres

- a. The Hirer must adhere to the conditions of entry.
- b. Underwater sports including free diving are prohibited, unless express permission from QUT has been sought in writing from the Hirer, an activity risk assessment has been completed, and permission has been granted by QUT.
- c. QUT reserves the right to demand that additional lifeguards, in addition to the standard qualified lifeguards provided by QUT, be provided should QUT determine that the activity to be undertaken by the Hirer demands additional lifeguard cover. This decision will be at the sole discretion of QUT. QUT will provide any additional required lifeguards at a cost of \$60 per hour to the Hirer.
- d. The use of electrical devices powered by mains power is prohibited in the aquatic centres. Express permission from QUT must be sought and given prior to the Hirer using any powered devices in or around the swimming pools.
- e. The use of cameras and recording equipment is prohibited in the aquatic centres unless express permission has been sought and given to the Hirer by QUT.

12. Security

- a. In using the Facilities, QUT reserves the right to require the Hirer to:
 - i. Provide adequate security measures to ensure the safety of QUT staff, students, and property; and
 - ii. Engage, at its cost, an appropriate number of professional security guards or crowd controllers to be present at an event held at the Facilities.

13. Provision of First Aid

- a. It is the responsibility of the Hirer to arrange first aid care as necessary for persons who come onto site for the purpose of the Hirer during the Period.
- b. QUT will not be liable if the Hirer does not provide adequate first aid personnel.

14. Emergency Procedures

- a. In the event of an emergency, the Hirer is responsible for the orderly evacuation of the Facilities in accordance with QUT's evacuation procedures.

15. Subletting

- a. Subletting of any Venue or Facility is prohibited and will not be approved under any circumstance.

16. Insurance

- a. The Hirer must affect public liability insurance with a minimum limit of \$20,000,000 for any one occurrence, and any other insurance QUT requires, for the Hirer's use of the Facilities for each Period and provide evidence of such, if the Hirer is a Sports Body or any entity that uses the Facilities for:
 - i. The provision of training or other services.
 - ii. A tournament, event, or organised sport; or
 - iii. Any Purpose that is not private or personal use.

17. Liability and Indemnity

- a. The Facilities will be under the Hirer's physical control for the duration of the hire Period. It is the Hirer's responsibility to inspect and approve the Facilities as being fit and proper for the intended purpose of use. If the Hirer considers it unsafe then they must cease using the Facilities immediately and notify QUT. Use of the Facilities is deemed to be an acknowledgement that the Facilities are fit and proper for the intended purpose use, and an acceptance that all liability associated with the use of the Facilities shall rest with the Hirer.
- b. The Hirer, including any attendees, visitors, invitees, or spectators using the Facilities as part of the booking, use the Facilities at its own risk.
- c. The Hirer is responsible for any accident, loss, damage, or injury sustained by any person using the Facilities during the hire Period, irrespective of whether the injury arose from or by reason of a defect with the Facilities.
- d. The Hirer indemnifies QUT against all claims, actions, demands, losses, damages, costs, and expenses incurred in connection with its use of the Facilities and/or breach of these Terms and Conditions, except to the extent of any negligence or wilful default of QUT.
- e. QUT does not accept any liability for loss or damage to any item of individual property, goods, or articles, except to the extent caused by the negligence or wilful default of QUT.