



DAVID PHILLIPS

FACILITY BOOKING TERMS & CONDITIONS

1. Facilities

David Phillips Fields, Function Room, Tennis Courts

2. Bookings

Booking requests must be submitted in writing or online through the Arc Sport website. No verbal or telephone requests will be considered.

Bookings are not confirmed until a confirmation is issued by the Bookings Officer, the confirmation should be retained during the use of the facilities.

3. Equipment and set up

Arc @ UNSW may allow the Hirer to bring additional equipment into the facility. It is the Hirer's responsibility to ensure that any electrical equipment has been properly tested and tagged by a qualified person and the tag is current and visible.

Equipment, which is deemed unsafe, unsuitable or inappropriate for use in the facility will not be permitted.

Arc @ UNSW may provide goals posts consistent with individual sporting code requirements.

Arc @ UNSW reserves the right not to provide goals for some activities due to time constraints, availability, or complexity.

4. Payment Terms

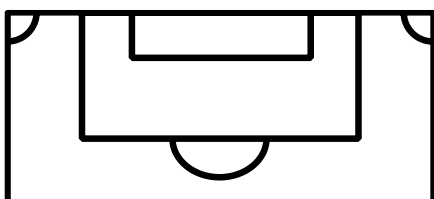
Bookings are made as per Arc@UNSW current pricing schedule.

The hirer may be charged additional fees if the use exceeds the booked time or if the facility requires additional cleaning, ground restoration or repairs due to damage deemed by Arc@UNSW to be not fair wear and tear.

5. Cancellations

Arc@UNSW reserves the right to cancel, transfer or alter any booking if;

- In the opinion of Arc@UNSW the facility or playing surface is in a hazardous condition, being repaired or not fit for use, in these cases, as much notice will be provided as feasible but due to circumstances could occur on the same day as booking.
- Payment for booking is outstanding
- Arc@UNSW determines that the facility is required for another purpose





- Arc@UNSW determines that the facility should not be used due to weather conditions
- Arc@UNSW may also cancel or alter any booking of the facilities if it determines that the hirer has breached any of the General Rules in Part 8 of this hiring agreement and may decline to provide further booking of the facilities to a hirer found to have breached this agreement.
- If Arc@UNSW considers that a hirer or any person using the facilities under the same booking as the hirer has breached any of the General Rules during the hirer's use of the facilities, it may end this hiring agreement with immediate effect and require the hirer and any other person using the facilities under this agreement to vacate the facilities.
- At the request of UNSW

Cancellations by the hirers should be submitted to the Bookings Officer in writing (via email) no less than 5 days prior to the booking.; otherwise the full fee will be charged

If the hirer deems the facility unfit for use, the hirer should email Arc Sport (sport@arc.unsw.edu.au) as soon as possible and before proceeding with any use of the facility. Games may be rescheduled to another available date. For bookings cancelled by Arc @ UNSW except for where a breach of this hiring agreement has occurred, a full refund is available to the Hirer for venue hire where the Hirer has paid any amounts to Arc @ UNSW in relation to the booking.

Where the Hirer cancels a booking for the facilities, Arc @ UNSW is entitled to retain the following amounts paid by the Hirer (if applicable):

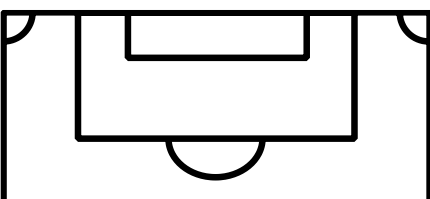
- The Deposit, if a booking is cancelled for the hiring of the facilities for a commercial purpose, function or event and the cancellation is received less than 30 days prior to the event
- Any amounts paid to Arc @ UNSW by the Hirer for catering, sound, lighting or any other service provided by Arc @ UNSW associated with the Hirer's use of the facilities where the cancellation is received less than 30 days prior to the event.

No refund will be made for non-use of booked facilities, unless booking is cancelled in writing at least 5 days prior to the date the facility is booked. Credit will be given if wet weather prevents play, the playing surface is unsafe or being repaired. Games may be rescheduled to another available date or credit accumulated.

6. Wet Weather

When the wet weather conditions do not permit play to go ahead you must notify the Bookings Officer (in writing) within 24 hours otherwise the full fee will be charged.

Fields are assessed for playability by Arc@UNSW and Grounds staff and communications on playability will be communicated to hirers as soon as possible.





Closed fields must not be used. Use of a closed field may result in cancellation of all future bookings. Costs will also be recovered from the hirer for ground repair and loss of revenue from future bookings while the ground is under repair.

7. Damage

If in the opinion of Arc@UNSW any damage is caused to UNSW Buildings, fixtures, equipment or surfaces other than through fair wear and tear, Arc@UNSW will repair the damage and the cost will be met by the hirer.

8. Cleaning

If a facility or ground is found to be in disorder at the commencement of booking, it should be reported to Arc@UNSW via email to sport@arc.unsw.edu.au with photo proof.

9. Insurance

Before a booking is confirmed, ground hirers, other than University hirers, evidence of up to date public liability insurance with a limit of liability no less than \$5,000, 000 of the period of use.

10. Accident Indemnity

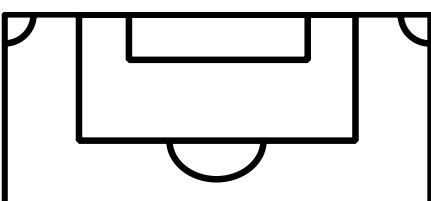
The hirer shall be responsible for any accidents, loss, damage or injury sustained by any person using the facilities during the time that the facility is hired to the user, notwithstanding that such injury arose from or by reason of any defect with the facilities and the hirer agrees to indemnify Arc@UNSW against all claims and demands made or costs incurred in connection with such actions.

11. Subletting

No facility may be sublet or reassigned to any other organisation or individual, without written permission from Arc@UNSW. Applications for subletting must be in writing.

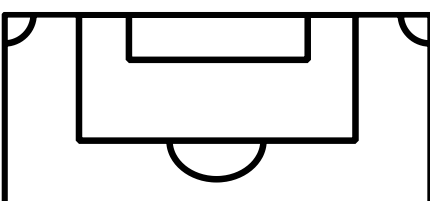
12. General Rules

- Parking or driving vehicles on sports fields, footpaths or any other areas designated “NO PARKING” is strictly prohibited. Arc@UNSW provides no guarantee that parking will be available and hirers must comply with UNSW/Council Parking rules and only park in appropriately marked bays.
- Access for emergency services vehicles must be uninhibited at all times. Commercial activities conducted without the express written permission from Arc@UNSW, including collection of money for entry fee, are strictly prohibited and such practices will result in the booking cancellation and the review of all future bookings for that hirer.





- The display of advertising material, such as signs or banners is prohibited without prior written permission from ARC@UNSW. Arc@UNSW reserves the right to remove non-compliant signage.
 - Erection of structures such as tents, screens, scaffolding or awnings is prohibited without prior written permission for Arc@UNSW
 - The hirer must use the facility and its associated equipment in a safe and proper manner at all times. The hirer must comply with signs or directions given by Arc@UNSW staff, security, police or any other persons authorised by Arc@UNSW.
 - The hirer must not use any area that is identified as “no play”. These areas will be indicated by appropriate signage and/or be roped off.
 - Food and drink (other than water and sports drinks) must not be consumed in indoor sports venues, other than in rooms designated for social purposes. Hirers must not use glass receptacles on outdoor sports fields.
 - The hirer must not cause damage to trees, lawns, buildings, structures or equipment.
 - No pets are allowed on UNSW property. Dogs accompanying people with disabilities are excepted.
 - All rubbish and litter must be deposited in the bins provided and facilities left in a tidy condition. Including but not limited to:
 - Playing fields/courts
 - Changeroom facilities
 - Bathrooms
 - Medical Room
 - Canteen Facilities
 - Smoking is prohibited at any UNSW venue.
 - Offensive or indecent behaviour is prohibited
 - The use of public address systems and amplified music is prohibited without the express permission of Arc@UNSW.
- The hirer is responsible for the supervision, control and behaviour of their group (including players, officials, spectators, visiting teams and children) during the period of hire. UNSW strictly observes and enforces anti-discrimination and anti-vilification policies.
- The sale or consumption of alcohol at any UNSW facility is strictly prohibited, unless the hirer has a current liquor license, which must be submitted by the hirer at the time of booking and approval is obtained from Arc@UNSW. Applications to sell or consume alcohol must be in writing to Arc@UNSW Sport and organisers must nominate persons who have completed the Responsible Service of Alcohol training and provide proof of their qualifications.
 - The Facility must only be used for the its agreed purposes





13. Access

Fields will be opened before and locked after the booking by UNSW Security or Staff. No keys, cards etc. will be issued under any circumstances to gain access to fields.

UNSW Security and staff are entitled to immediate access to any part of all facilities, without any impediment at all times.

14. Emergency contacts

In the case of any emergency, UNSW Security can be contacted on 02 9385 6666

Arc Sport Office (during office hours) can be contacted on 02 9065 0937

Failure to comply with any of the 'Conditions of Use' will result in the cancellation of your booking.

