

Booking Terms and Conditions

1. Definitions

Capitalised terms not specifically defined in these terms and conditions have the meanings set out in the relevant part of the Department's website. These capitalised terms have the following meanings:

- a. Accommodation means any room, cabin, dormitory, campsite, lodging or other accommodation premises at the Venue;
- b. Activity means any sporting, recreational or other permitted activity to be undertaken at the Venue or by Venue staff as set out in the Booking Itinerary (if any);
- c. Additional Terms and Conditions means any additional terms and conditions set out within the Booking Itinerary, as required by the Department under clause 3(e) and notified to the potential Hirer by email;
- d. Arrival Date means the date the Hirer is to arrive at the Venue as set out in the Booking Itinerary;
- e. Booking Agreement means:
 - a. the Booking Itinerary (including any Additional Terms and Conditions) and as varied by agreement between the parties from time to time; and
 - b. these Terms and Conditions (applicable upon the booking agreement being formed, and as updated as at the Arrival Date).
- f. Booking Itinerary means all of the details of the booking (including fees and charges, specific requests and any applicable Additional Terms and Conditions), as varied by agreement between the parties from time to time;
- g. Department means the State of Queensland as represented by the Department of Sport, Racing and Olympic and Paralympic Games;
- h. Departure Date means the date the Hirer is to depart the Venue as set out in the Booking Itinerary;
- i. Facilities means the facilities, amenities and equipment available at the Venue from time to time, which may include an oval, outdoor courts, indoor courts, swimming pool and meeting rooms, and all associated equipment as determined by the Department at its discretion;
- j. Hire Area means the area of the Venue being hired by the Hirer, including any Accommodation and Facilities as set out in the Booking Itinerary;
- k. Hirer means the organisation, group or individual hirer as specified in the Booking Itinerary;
- l. Participant means any person invited, engaged or authorised by the Hirer to attend, participate in, perform at, compete in, present at or otherwise taking part in the Activity conducted at the Venue;

- m. Representative means an employee, agent, officer, director, contractor, subcontractor, other authorised representative, or invitees, guests or Participant of a party;
- n. Term means the period commencing on the Arrival Date and ending on the Departure Date as set out in the Booking Itinerary, unless terminated earlier in accordance with the Booking Agreement.
- o. Venue means the Department's venue as specified in the Booking Itinerary.

2. General

- a. This document sets out the terms and conditions upon which the Hirer and the Department contract for the provision of services at the Venue, and (if the booking is accepted) forms part of the Booking Agreement between the parties.
- b. By making a booking enquiry (if applicable) the potential Hirer acknowledges that they have read, understood and agrees to be bound by these terms and conditions to the extent applicable to a tentative booking.
- c. The Department may in its absolute discretion, place Additional Terms and Conditions on a booking. If Additional Terms and Conditions are required, then the potential Hirer will be advised of this by the Department.
- d. Through making payment of an invoice and provision of confirmation of the booking (as set out in the Booking Itinerary), the Hirer acknowledges that they have read, understood and agrees on behalf of the Hirer to be bound by the Booking Agreement including these terms and conditions and the Additional Terms and Conditions (if any).
- e. The Booking Agreement is governed by the laws of Queensland. If any part of the Booking Agreement is determined to be invalid, unlawful or unenforceable wholly or to any lesser extent, such terms or conditions shall be severed from the remaining part of the Booking Agreement.
- f. The Booking Agreement will continue until one week after the conclusion of the last Activity or booking of the Booking Agreement, unless the last booking is cancelled in accordance with these terms and conditions. Clauses 5.1, 5.3, 6 and 8 of these terms and conditions and the Additional Terms and Conditions (if any) survive expiry or cancellation of the Booking Agreement.
- g. The Hirer must not sub-hire, transfer or assign any right or benefit under the Agreement, or any right to use or occupy all or part of the Venue.
- h. The Department is under no obligation to grant the Hirer any extension or renewal of the Term. If the Department does grant an extension to the Term, it will do so on such terms and conditions as it sees fit.

3. Tentative booking and Booking Agreement

- a. The submission or making of a booking enquiry creates a tentative booking. A tentative booking does not guarantee the Department will accept the tentative booking. The

Department reserves the right to refuse a booking request, for any reason, including if the proposed use would disadvantage the other users of the Venue.

- b. The Department reserves the right to not accept a booking for any reason.
- c. If a booking enquiry is made on behalf of an organisation, the booking enquiry must be completed by a person who has the authority to legally bind the organisation as the Hirer. A person must be at least eighteen (18) years of age to make a booking at any Venue.
- d. The Hirer must provide the Department with any information it requests in relation to a booking or a requested booking, by the time requested by the Department.
- e. The Department will email the potential Hirer, attaching a Booking Itinerary (which may, if required, contain Additional Terms and Conditions) to clarify the details of the potential Hirer's tentative booking, and attaching an invoice for the amount payable (if any) to secure the booking.
- f. The Department may, at its absolute discretion, require the payment of a deposit up to the value of the booking. Please see clause 5 below around non-refundable deposits.
- g. For a booking to be confirmed and a Booking Agreement to be formed, the potential Hirer must:
 - i. confirm acceptance of the Booking Itinerary, including Additional Terms and Conditions (if any) by email; and
 - ii. pay to the Department the full invoiced amount (if any).
- h. If a tentative booking is rejected by the Department, the Department will notify the potential Hirer by email.
- i. Once the potential Hirer has complied with clause 3(g) and full payment of the invoiced amount (if any) has been received by the Department, the Department will confirm by email that the booking has been made. It is at this point that a Booking Agreement has been made between the Department and the Hirer.
- j. If payment of the invoiced amount is not received by the time specified in the invoice, the tentative booking will lapse.
- k. Through making payment of invoice (if any) and the written acceptance of the Booking Itinerary including Additional Terms and Conditions (if any), the Hirer acknowledges that they have read, understood and agrees on behalf of the Hirer to be bound by these terms and conditions and the terms of the Booking Agreement.
- l. The Department, at its absolute discretion, may consider requests from the potential Hirer for special consideration around the terms and conditions that apply to a booking. These requests can be made prior to making a booking or at time any prior to, or on the Arrival Date, and must be made in writing.
- m. Where a request for special consideration is made under clause 3.l above:

- i. prior to a Booking Agreement being formed, any requests approved by the Department will be set out in the Booking Itinerary; and
- ii. after the Booking Agreement is made, if agreed to by the Department, will be documented in an updated booking itinerary (as being agreed to) and will form part of the Booking Agreement terms.

4. Use of the Venue and Hirer obligations

- a. The Hirer consents to abide by the Venue Conditions of Entry as displayed at the Venue, and updated from time to time.
- b. The Hirer will only be entitled to use the part or parts of the Venue (being, the Hire Area) as specified in the Booking Itinerary.
- c. The Hirer acknowledges that the Department may at all times enter upon the Hire Area for any purpose whatsoever provided that, except in the case of an emergency, the Department does not unreasonably interfere with the rights of the Hirer under the Booking Agreement.
- d. The *Copyright Act 1968* (Cth) imposes an obligation on Hirers who wish to broadcast, communicate or publicly perform protected sound recordings and music videos to obtain the licence of the copyright holders. Hirers are required to provide a copy of all licences at the request of the Department.
- e. Any filming or recording at the Venue must have the prior approval of the Venue Manager. The Hirer must ensure that Venue staff and other clients of the Venue are not filmed or recorded.
- f. Smoking, vaping and gambling anywhere within the Venue, or within 10 metres of the venue boundary is prohibited at all times.
- g. Alcohol must not be brought into the venue or served in the venue, unless there has been prior approval from management for the service of alcohol. Any alcohol purchased or served in the venue must be consumed in the venue and must be in accordance with all applicable laws and legal requirements, including the *Liquor Act 1992*.
- h. The Hirer acknowledges and agrees that the Hirer and the Hirer's Representatives are required to comply with all the Department's policies and directions (as advised by the Department from time to time) in relation to:
 - i. relevant public health directions of the Queensland Government Chief Health Officer's under the *Public Health Act 2005 (Qld)* and
 - ii. entry and use of the Venue, the Hire Area, the Accommodations and the Facilities.
- i. Venue processes may be in place for child protection and all directions in relation to this must be followed by all users of the Venue.
- j. The Hirer acknowledges that the Department may close part or all of the Venue, at any time, for any reason.

- k. The Hirer must and will ensure that the Participants provide the Department with all information it requests in relation to a booking, by the time requested.
- l. The Hirer is responsible for the Hirer's Representatives, and the conduct of the Hirer's Representatives while at the Venue.
- m. The Hirer must not make any structural or other alterations or additions to the Venue or install or erect any standalone structures (temporary or permanent) without the prior written approval of the Department. Such approval is at the sole discretion of the Department and may be subject to such conditions as the Department sees fit.
- n. Access to the Hire Area by the Hirer and the Hirer's Representatives is available from the start time or check in specified in the Booking Itinerary, including any and all belongings and equipment. Failure to do this will incur additional hire and storage fees.
- o. Unless otherwise advised, the Hirer and the Hirer's Representatives must leave the Hire Area by the finish time or check out time specified in the Booking Itinerary.
- p. The Hirer acknowledges and agrees that an additional fee determined by the Department, up to and equal to the fees and charges listed on your Booking Itinerary, may be payable if the Hirer and the Hirer's Representatives do not leave the Hire Area by the required times.
- q. The Hirer acknowledges that:
 - i. the Department may grant access to the Hire Area to other users at the same time. Exclusive use of the Hire Area is not guaranteed unless stipulated in the Booking Itinerary.
 - ii. the booking is accepted subject to the Venue or Hire Area being required for a Queensland Government initiative or requirement to use the Venue, including as a quarantine facility or for a major event as determined by the Department.
- r. The allocation of Accommodation, Facilities and Activities is at the discretion of the Department and is subject to availability.
- s. The Hirer must comply and will ensure that the Hirer's Representatives comply with all applicable laws and regulations in relation to its use of the Venue.

5. Fees and charges

5.1 Payments

- a. The Hirer is responsible for paying the Department the total fees and charges for the booking numbers calculated as per clause 5.1b. below, in the amount as set out in the Booking Itinerary, and as increased by an annual indexation rate increase on 1 July each year as advised or published by Queensland Treasury and Trade.
- b. The Hirer will be liable for the total booking numbers specified in the original Booking Itinerary (that is, at the time of booking) or the higher booking number if an increase has been agreed, taking into account any permitted adjustment under clause 5.2a. below. The Hirer will be invoiced for this amount, which will be a debt due and payable to the Department.

- c. The Department reserves the right to apply additional eligibility criteria to products and/or fees and charges.
- d. Facility bookings must be paid for in full at time of booking and are non-refundable, unless otherwise stated in the Booking Itinerary.
- e. Deposits are non-refundable.
- f. The Hirer agrees to pay the Department all fees payable under the Booking Agreement. These fees are a debt due and payable to the Department.
- g. All prices are inclusive of GST unless otherwise stated.

5.2 Variations

- a. The Hirer can decrease the total booking numbers contained in the original Booking Itinerary (or the higher booking number if an increase has been agreed under clause 5.2b. below), up to a maximum of 15% of total numbers that are stated in the Booking Itinerary, up until 7 days prior to Arrival Date.
- b. The Hirer can increase total booking numbers until 7 days prior to Arrival Date, subject to availability.
- c. Any changes to a booking may incur additional costs. Any changes must be agreed to by the Department and documented in the Booking Itinerary.

5.3 Cancellations

- a. All cancellations to bookings must be made in writing by the Hirer. Where the Hirer is a 'no show' then the Department will consider this to be a cancellation.
- b. If the Booking Itinerary states the booking is for Facilities only, then the Hirer is only entitled to a refund of 50% of any monies paid by the Hirer, unless otherwise stated in the Booking Itinerary.
- c. If the Booking Itinerary states the booking include any Accommodation, then the Hirer is not entitled to any refund of any monies paid by the Hirer, except where clause 5.3.h.iii applies.
- d. Where the Hirer cancels the booking between 12 weeks and 7 days before the Arrival Date, the Hirer will be charged 50% of the value of their booking.
- e. Where the Hirer cancels the booking less than 7 days prior to the Arrival Date, the Hirer will be charged the total costs of the booking as confirmed in the Booking Itinerary.
- f. A Hirer may transfer a booking no less than 12 weeks prior to the Arrival Date for an alternative date, subject to agreement by the Department. Where a booking is transferred to another date under this clause, the Hirer acknowledges that clause 5.3(e) applies and no further transfers will be permitted.
- g. The Department may cancel a booking in its discretion, at any time, including (but not limited to) for inclement weather or for one of the reasons set out in clause 4(q)(ii).
- h. If the Department cancels a booking:

- i. the Hirer will be notified by phone or email of the cancellation;
 - ii. if the Department cancels the booking due to a breach of the Booking Agreement by the Hirer or the Hirer's Representatives, the Department may recover the amount of the fees and charges payable in connection with the booking, as a liquidated debt due to the Department, including forfeiture of any deposit; and
 - iii. if the Department cancels the booking under clause 5.3g above and without breach or fault by the Hirer or the Hirer's Representatives, the Department will refund in full any monies paid by the Hirer.
- i. The Hirer acknowledges that it is not entitled to compensation or other amounts from the Department in relation to a cancellation by the Department (except for a refund of an amount under clause 5.3(h)(iii) above).

6. Risk and liability

- a. The Hirer has and warrants that the Participants have voluntarily chosen to participate in the Activity. The Hirer understands and will ensure that the Participants understands that participation may involve physical activity of a strenuous nature, and that there are inherent risks in all aspects of physical activity, including injury and death.
- b. By booking, the Hirer warrants that the Participants are in good health and proper physical condition to safely participate in the Activity and have no known physical or mental conditions that would adversely affect the Participant's ability to safely participate in the Activity. The Hirer gives the Department and the staff leading the Activity permission to seek emergency medical services for the Participant should they become ill or injured, and agrees to pay the costs of those services.
- c. The Hirer and the Hirer's Representatives knowingly assume all of the inherent risks of the Activity. On behalf of the Hirer's Representatives, the Hirer waives any and all claims the Hirer or the Hirer's Representative may have against the Department and the Department's Representatives. The Hirer acknowledges as a condition of participating in some Activities the Department will require each Participant or their legal parent or guardian to sign an Activity Consent /Release Form. The Hirer will assist the Department with obtaining these signed consent forms from the Participants (where required by the Department).
- d. To the full extent permitted by law, the Hirer releases and discharges the Department and the Department's Representatives from any and all liability for loss, claims, demand, damage, injury or expense, that the Hirer and the Hirer's Representatives, suffer as a result of participation in the Activity and/or attendance at the Venue, due to any cause whatsoever, including but not limited to negligence. To the extent permitted by law, the Department:
 - o will not be liable for any losses, damages, liability, claims, expenses (including for negligence and whether direct, indirect or consequential) arising in connection with the Hirer and the Hirer's Representatives' use of the Venue, participation in an Activity, a booking, a tentative booking or the Booking Agreement; and

- makes no warranty or representation as to the quality, fitness or suitability of the Venue, its Facilities or any Activity;
 - excludes any condition or warranty which would otherwise be implied by law in the Booking Agreement; and
 - if determined at law to be liable to the Hirer (notwithstanding the terms of the Booking Agreement), such liability is limited to the value of a refund of the Hirer's fee.
- e. The Hirer will be responsible for the cost of any actions taken by the Hirer or the Hirer's Representatives causing any loss, breakages of or damage to any equipment, property or Facilities or the Venue.
- f. The Hirer acknowledges that exercise specialists are not able to provide medical advice in regard to the Hirer's members' medical fitness.
- g. The Hirer is responsible for the provision of first aid and for the wellbeing of persons under its control and must bring its own first aid kit and have a qualified first aid, nurse or other person with an equivalent qualification on site at the Venue at all times.
- h. Any injury sustained within the Venue must be reported to the Department or the Department's Representative before leaving the Venue and as soon as practicable.

7. Traveller accommodation providers (liability) act 2001

To the extent permitted by law, the Department will not be liable for any loss or damage of the Hirer's (or the Hirer's Representative's) property. The Hirer and the Hirer's Representatives are responsible for ensuring the security and safety of their property at all times.

8. Personal information

The Department manages personal information in accordance with the *Information Privacy Act 2009*. The Hirer consents to and authorises the Department to collect, manage, use and disclose its personal information (and will procure such consent and authorisation from the Hirer's Representatives) for the purpose of administering the booking and providing any services associated with the booking. The Department will not provide or disclose the personal information provided to any person outside the Department without the Hirer's prior written consent unless required or permitted by law or other government policy.

9. Interpretation

9.1 In the Booking Agreement:

- a. headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention;
- b. a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- c. a reference to a document (including these terms and conditions) is to that document as varied, novated, ratified or replaced from time to time;

- d. a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- e. "includes" in any form is not a word of limitation;
- f. if more than one person is identified as the Hirer, then that expression refers to them, and the obligations of the Hirer under the Booking Agreement bind them jointly and severally;
- g. no rule of construction will apply to a provision of the Booking Agreement to the disadvantage of a party merely because that party drafted the provision or would otherwise benefit from it;
- h. where any inconsistency exists between these terms and conditions and any Additional Terms and Conditions, the Additional Terms and Conditions will prevail to the extent necessary to resolve the inconsistency; and
- i. a reference to \$ or dollar is to Australian currency.