

Conditions of Hire Agreement for Recreation Facilities

The agreement relates to use of the following facilities operated by Griffith University ("Griffith"):

Nathan Multisport Complex (N08), Griffith University Nathan campus, Recreation Road, Nathan.

1. **Conditions:** The conditions apply to general hire and use of Recreation Facilities. Additional conditions may apply based on the booking type. Where additional conditions apply, these will be communicated directly with the Hirer upon the confirmation of a booking.
2. **Use of Facilities:**
 - a) Facilities may not be used without authorisation, which can only be obtained by making a confirmed facility booking with Griffith Sport.
 - b) The general permitted purpose for hire will be participation in sport and recreation activities ("**permitted purpose**"). Please seek prior approval if you intend to use the hired facility for activities other than the permitted purpose. The Hirer agrees that they will use the facilities only for the permitted purpose and for such other purposes as agreed in writing by Griffith.
 - c) The Hirer agrees to not to create or contribute to any nuisance while using the facilities – e.g. actions which interfere with the rights of others to peacefully enjoy adjacent facilities, including excessive noise, smoking or offensive behaviour.
3. **Risk:** You acknowledge that your booking does not include supervision by Griffith. Subject to Griffith's responsibility for its own negligence, the Hirer and the Hirer's invitees enter, occupy and use the facilities at your own risk.
4. **Safety and Security:** For the safety and security of the facility and its patrons:
 - a) The Multisport Complex is covered by a closed-circuit television (CCTV) network. Strict conditions apply for accessing CCTV footage.
 - b) Kicking, throwing and playing with any ball is prohibited in any area other than on courts.
 - c) Climbing of fences is not permitted.
 - d) Only sporting equipment is permitted on Multisport fields.
5. **Unauthorised use:** each booking has an allocated start time and finish time. If the Hirer is found to be overstaying a booking without paying for the additional period, charges will apply, including a penalty fee for unauthorised use. The Hirer and/or Hirer's invitees may be banned from future facility hire for breaches of this condition. If a Hirer wishes to extend their initial booking and a field is available, payment for the extra time must be made prior to the extended use.
6. **Event Booking:** where the Hire Request involves the running of an event, detailed information will be required, including but not limited to: an event plan, a risk assessment, a program of activities and public liability insurance details. Event requests must be identified by the Hirer at the time of booking. Additional charges may apply.
7. **Environmental Conditions:** Griffith reserves the right to close facilities at any time due to weather or other environmental conditions (eg. bushfire, flood) if deemed dangerous to persons or damaging to the facility. The Hirer will be notified of the closure by phone or email as soon as the decision has been made to close. For information regarding closures in the event of bad/wet weather, please contact us directly on 3735 3628.
8. **Maintenance:** Maintenance (both regular and unforeseen) will be carried out on facilities when deemed necessary. Where unforeseen maintenance affects a scheduled booking, the Hirer will be notified of closure by phone or email at the earliest possible time after a decision to close the facility has been made.
9. **Services provided by Griffith:** If requested, Griffith will provide electric light and power, water and access to bathroom and/or changeroom facilities for the duration of the hire provided the supply is available from public utilities. Additional costs may apply. It is the responsibility of the Hirer to ensure any electrical appliances and accessories meet regulatory safety requirements.
10. **Responsibility for Damage to Griffith Property:** The area hired is to be left in a clean, litter-free and undamaged condition. Any damage to Griffith property, which in the reasonable opinion of Griffith Sport arises from abuse or negligence of the Hirer or the Hirer's invitees shall be the responsibility of the Hirer. If additional cleaning is required (over and above usual scheduled cleaning) because of the acts or omissions of the Hirer or the Hirer's invitees, the cost will be charged to the Hirer. Where there is damage to property or equipment, this must be reported (with photos where possible) to nathanfitnesscentre@griffith.edu.au as soon as the group becomes aware of the damage. Failure to immediately notify Griffith Sport about any damage, may result in the Hirer being charged for the repair or replacement of any damaged items, and banned from future use.

- 11. Fair Use:** Griffith reserves the right to refuse a requested hire if the intended events or activities conducted might conflict with the operations of Griffith or Griffith Sport. Subletting of the facility is strictly forbidden and hosting competitions and tournaments is subject to the prior consent of Griffith (which will be given or withheld when the hire is requested). Users found engaging in unauthorised activities will be removed from the facility, their bookings cancelled, and no refund offered. The Hirer and/or Hirer's invitees may be banned from future facility hire for breaches of this condition.
- 12. Limitation of Liability:** Except for any liability that cannot by law be excluded, Griffith excludes all liability for any accident, loss, damage or injury, whether direct, indirect, special or consequential, sustained by the Hirer or the Hirer's invitees while they are using Griffith's facilities, except to the extent that the liability arises from negligence or misfeasance which is attributable to Griffith or its staff.
- 13. Indemnity:** The Hirer on their own behalf and as agent for the Hirer's invitees indemnifies Griffith from and against the consequences of any accident, loss, damage or injury sustained by the Hirer or the Hirer's invitees while they are using the Griffith's facilities, except to the extent that the liability arises from negligence or misfeasance which is attributable to Griffith or its staff.
- 14. Behaviour:** All users are required to behave in a respectful and non-confrontational manner, both toward Griffith staff and when interacting with other users of the facility. Abusive, offensive and inappropriate behaviour will not be tolerated. Failure to comply may result in the cancellation of current and future bookings (no refund offered) and/or a permanent ban from facility. Griffith facilities are safe spaces for those in the LGBTQIA+ community. For more information on safe spaces, please refer to www.griffith.edu.au/pride-in-sport.
- 15. Advertising or Directional Material:** No advertising or directional material may be displayed on Griffith campuses without prior approval (to be requested at the time of booking). The Hirer shall not display advertising or directional material which infers that activities are in any way connected with, or being operated by Griffith if they are not associated with Griffith. Advertising or directional materials may only be displayed on notice boards designated for the display of such materials.
- 16. Payment:** All bookings require payment prior to use, unless otherwise agreed with the Manager, Nathan Fitness Centre. Payment can be made at the time of booking at the Nathan Fitness Centre (**card only, no cash accepted**), or online (see clause 16. Online Bookings). All official Griffith Sport club bookings will be made by Griffith Sport on behalf of the Club.
- 17. Online bookings:** Online bookings allow users to select and pay for a booking time of their choosing. A single rescheduling amendment at the Hirer's request will be permitted free of charge up to 48 hours prior to the booking date. An amendment will be defined as any change to a booking, made in a single request. Additional amendments will incur a \$15 administration fee per amendment, added to the booking and payable prior to the facility hire date. Rescheduled bookings must be completed within four (4) weeks of the original booking date.
- 18. Cancelling, Rescheduling & Refunds:** Griffith reserves the right to cancel a booking at any time prior to the date of hire. Griffith will contact the Hirer and will either reschedule the booking (allowing a credit equal to money already paid to Griffith for the cancelled hire) or where a suitable reschedule is not possible, provide a refund.

Period before booking	Booking Cancellation	Booking change: Reschedule	No Show
Up to 48 hours prior to booking date	Refund less \$25 admin fee applies	Single change - no fee, subject to availability Additional changes - \$15 fee, subject to availability	n/a
Less than 48 hours prior to booking date	No refund	Subject to availability, \$15 admin fee applies	No refund

- 19. Priority Use:** Official Griffith activities take priority at Griffith facilities. If an existing recreation booking conflicts with a Griffith booking requirement, the Griffith booking request will take priority. Where a booking conflict occurs and a reschedule is not possible, a refund will be provided.
- 20. Community health directives:** The Hirer and Hirer's invitees will be required to comply with any official health directives currently in place. In some instances, bookings may need to be cancelled. Where a reschedule is not possible, a refund will be provided. The Hirer will be of the closure notified by phone or email as soon as the decision has been made to close.

21. **Access to Facilities:** Facilities must be accessed by roads and pathways, as appropriate. The Hirer shall ensure that vehicles are not driven or parked on grounds, gardens, lawns or pedestrian paths (unless specific approval is given). Fines for unauthorised parking will apply.
22. **Parking:** Parking regulations are enforced during the hours of 8:00am - 7:00pm, Monday – Friday, excluding public holidays. Parking infringements will result in the issue of a fine. Griffith takes no responsibility for fines incurred. It is the responsibility of the Hirer and Hirer's invitees to ensure that they read on-campus parking signage prior to parking. Parking rules can be viewed [here](#).
23. **Food and Drinks:**
- Food and/or drinks of any form are not permitted on the playing fields. This includes chewing gum.
 - The consumption of alcohol on site is prohibited at Griffith facilities
 - Glass bottles are not permitted.
 - The sale of external food and goods is only permitted with the prior consent of Griffith (which will be given or withheld when the hire is requested).
24. **Smoking:** All Griffith campuses are smoke and vape free. Smoking and vaping are not permitted at anywhere at Griffith, including sporting facilities.
25. **Litter:** Litter must be disposed of in the bins provided. Failure to leave the facility hired in a clean state, may result in additional charges to the Hirer.
26. **Flora, Fauna & Physical Features:** Wildlife, plants, rocks, soil and logs are protected and may not be taken from the site or damaged on site.
27. **Animals on Campus:** Animals are not permitted at Griffith facilities, competitions and/or events, with the exception of a certified guide, hearing or assistance dog, provided that the person in question holds and is able to produce a Handler's Identity Card issued under the *Guide, Hearing & Assistance Dogs Act 2009*. Further information regarding bringing animals onto campus can be found in section 3.2.11 2 of Griffith's [Campus Access and Use Procedure](#).
28. **Provision of First Aid:** It is the responsibility of the Hirer to ensure appropriate first aid care is arranged as necessary, for the Hirer and the Hirer's invitees. In the event the support of emergency services is required, please contact Campus Support on 1800 800 707 for additional assistance. A red Emergency Phones is located N08 and connects directly through to Campus Support.
29. **Emergency response:** It is the responsibility of the Hirer to provide accurate, up-to-date contact information for the booking. In the event of an emergency, Griffith may contact the Hirer to provide information on any situation at hand. Where required, the Hirer will be expected to assist with distributing emergency response directives to the Hirer's invitees.
30. **Evacuation:** In the event of an emergency, evacuation may be required. The Hirer will be responsible for evacuating with the Hirer's invitees, to the designated assembly area. Evacuation plans are located on the Griffith [website](#).
31. **Bushfire management:** Griffith operates on a Fire Danger rating system. In the event of an extreme or catastrophic rating, your booking may be cancelled. Where there is a bushfire threat requiring evacuation, the Hirer and Hirer's invitees will be required to follow the direction of Griffith representatives and understand this may involve a request to 'shelter in refuge'.

The hirer is responsible for reviewing additional first aid and emergency information for the facility they have hired:

[Nathan Multisport Complex](#)

[Emergency information N36 N08 N21](#)