

HAWKER FOOTBALL CENTRE

TERMS AND CONDITIONS

1. "Hirer" for the purpose of any application for hire shall mean the club, association, league, federation, society, team or other person or body to which the use of the Hawker Football Centre (HFC) is granted.
2. Capital Football (CF) reserves the right to cancel or transfer bookings at its discretion and will credit The Hirer for that period of hire only.
3. CF shall reserve the right to cancel a booking without notice if they consider that the facility will be unduly damaged by use. In such cases re-allocation may be arranged, either for the same date or a later date, or alternatively monies received will be refunded. This includes during periods of inclement weather (please refer to Capital Football's Extreme Weather Policy). CF will take reasonable measure to notify The Hirer of the cancellation of any booking as a result of inclement weather.
4. During periods of inclement weather, The Hirer has a duty of care when deciding to conduct or continue any sessions. The Hirer is to advise CF in writing within 24 hours that they have cancelled the session due to the weather conditions at HFC. CF at their discretion may waive, suspend, and discount any booking fees that are affected by inclement weather.
5. Cancellation requests must be in writing, seven days prior to the booking date (unless due to Inclement Weather as explained in point 4). CF reserves the right to charge up to 50% of the total hiring cost if a cancellation takes place within seven days. If cancellation requests are made with less than three days' notice CF reserves the right to charge up to the full amount of the hire fee.
6. The Hirer is unable to book Hawker Football Centre within 48 hours of the desired day/time of use. If The Hirer would like to arrange a booking less than 48 hours before time of use, there must be a written submission clearly outlining the details of the booking sent to Facilities Coordinator, Phil Van Dissel at phil.vandissel@capitalfootball.com.au
7. The Hirer is responsible for any damage to HFC including, but not limited to, damage to any fixtures and fittings, fences, gates, goals, buildings, seats, plant material, scoreboards or any other CF or ACT Government property, caused through the use of HFC by The Hirer, its employees or invitees. The Hirer shall pay to CF or the ACT Government such costs that are required for repairing the damage.
8. CF accepts no responsibility for any damages to property of The Hirer, its members, invitees or licensees or any other person on the premises and shall not be liable for any loss of property incurred whilst utilising the facility.
9. All small sided goals must be weighed down with sandbags during use. There is a goal storage map on the Capital Football website, and a map outlining location of sandbags, including the quantities required to safely anchor the goals will be provided upon collection of the keys.
10. The Hirer, when utilising any of the portable goals at HFC, must ensure that at the completion of their booking:
 - a. The goals are returned to the field of play fence.
 - b. The goals are carried and not dragged when being moved, or utilise the wheels on the goals

- c. All goals are chained to the fence with the padlocks provided. Goals are to be chained using the rear support bar of the goal. The fence has been spray painted to assist in locating the padlocks.

Failure in doing any of the above may result in monetary fines and costs of repair or replacement being on-charged to The Hirer as well as removing any liability for CF in the case of incident occurring, including any post-hire period.

11. Before using HFC, The Hirer shall ensure that the facility is in a proper and safe condition for use. If The Hirer deems any area of the facility to be in improper condition, they must inform Capital Football within 24 hours. The Hirer should avoid using these areas if they believe that there is an unacceptable risk whilst hiring the facility.
12. The Hirer is to ensure that an appropriate number of bins are set out for use during the booking period. Additional bins can be found next to the shipping container closest to the change rooms.
13. The Hirer is responsible for the collection of litter at HFC during the hire period specified in the booking. Litter is to be deposited in approved bins located at HFC. The Hirer must empty the litter bins into the hopper at the conclusion of the hire. If CF deems that HFC is not left in a satisfactory condition, The Hirer will be liable for payment of cleaning costs. The hopper bin is located next to uncovered grandstand seats near the disability parking bays
14. The Hirer will ensure that all change rooms are left in a clear and tidy manner; if CF deems that the change rooms are not left in a satisfactory condition, The Hirer will be liable for payment of cleaning costs.
15. Use of the scaffold tower must be pre-approved by CF.
16. Use of the canteen facilities at HFC must be confirmed at the same time as the booking. Use of the canteen facilities is separate and will be approved on a case-by-case basis.
17. There are to be no glass bottles brought into and/or sold at HFC by The Hirer, its members, invitees or licensees or any other person entering the facility. A fine may be applied to The Hirer (any club, or other organisation, utilising the facility during that timeframe) deemed to have brought glass bottles into the facility.
18. **HFC is an alcohol-free facility.** Under no circumstances is alcohol to be sold, consumed, or brought into HFC, unless there is written approval given by CF. Failure to comply may result in cancellation of future bookings and/or monetary fines.
19. **HFC is a smoke free facility.** There is to be no smoking by any parties inside the facility. Failure to comply may result in cancellation of future bookings and/or monetary fines.
20. **HFC is a pet free facility.** Under no circumstances are any pets to be brought into the facility, assistance animals exempt. This is the responsibility of The Hirer to enforce and failure to comply may result in cancellation of future bookings and/or monetary fines.
21. Booking times will be determined based on the time the Hirer will be first entering the facility until the time at which the last person vacates. The Hirer must be respectful of other bookings by ensuring they are not entering change rooms, setting up, or utilising the facility whilst other

bookings are in progress and ensure they vacate on time, to allow the next booking to start on time. Any Hirer not vacating the facility by the time specified on the booking form shall be liable to pay such further charges as the scale of the hire rates provided.

22. Tents or marquees may not be erected without the written permission of CF.
23. CF may require The Hirer to lodge a cleaning deposit when making a booking. The deposit, if requested, will be refunded if the ground and buildings are kept in a litter free and tidy condition.
24. Any authorised officer of CF shall at all times, notwithstanding any booking, be entitled to free access to any part of the facility.
25. No vehicles are permitted to enter the facility, unless prior written approval is granted by CF. Exemption to this is an emergency service vehicle in a work capacity, and disability parking with a valid parking permit in the marked-out areas.
26. The Hirer is to ensure that they are parking legally in designated car parks and not in a manner that affects other road uses. CF is in no way liable for any parking infringements that may be incurred whilst utilising the facility. Please refer to the Hawker parking map for more information.
27. The wearing of metal studded football boots and spiked high heels is prohibited on the synthetic surface.
28. The Hirer is responsible for the safekeeping of all keys issued to The Hirer. Under no circumstances are copies of the keys to be made. All keys must be returned to CF as arranged at the time of hire or the next business day following the conclusion of the hire period specified in the booking.
29. Sports lighting charges will apply for all bookings requiring lights.
30. All fines will be billed to The Hirer. If multiple bookings are held between inspections all bookings will share the cost, unless proven to be a particular booking(s). For all fines CF imposes on The Hirer, an administration levy may be issued at CF's discretion, on top of the fine.
 - a. The Hirer is able to pass on any fine to individual(s) who are responsible for the fine being issued, however in order to recoup cost the outstanding costs will remain with The Hirer to which the fine was issued. Please see table below for the maximum amount CF can issue per offence. CF reserves the right to issue more severe penalties than listed if the offence warrants such action to be taken
31. Capital Football reserves the right to alter or amend these Terms and Conditions at any point in time.

