



BAYSIDE & DISTRICT  
NETBALL ASSOCIATION INC.

## Terms and Conditions

### 1. Introduction

The Bayside Community Sport Centre (**Venue**) is highly valued by the Bayside and District Netball Association (**BDNA**), our Members and Community Partners. The Venue and its facilities provide an ideal home for netball in the Bayside municipality. Bayside City Council (BCC) in conjunction with the Federal Government provided the funding for this state of the art facility.

The safety of children is of paramount importance to BDNA, any user of the facility must comply with Child Safety Laws and any other specific requests made by BDNA in relation to the use of the facility. Any breach of any Child Safety Standard will be immediately reported to the appropriate authorities. If the intended use of the facility relates to child-connected activities It is a condition of use that all necessary Working With Children checks (**WWCC**) are in place.

The Venue has been constructed to meet the needs of netball for the long term and on this basis all users of the Venue will be required to ensure that the Venue is respected and maintained in an as new condition. The facility is also located within Sandringham Secondary College (**SSC**) and must be respected to ensure the ongoing good will of SSC and ongoing availability of the Venue for use by third parties.

Outside of BDNA's own programs the Venue is made available for Netball and Netball related activities on a fee basis. The Venue is highly utilised which limits availability. Where the requested use is related to Netball and the schedule permits the Venue will be made available on a fee for use basis. Terms and Conditions will apply.

BDNA reserves the right to make decisions in relation to booking conflicts. Where a booking has been accepted it will be held. Due to growth of BDNA programs and variations in the Netball calendar from one year to the next, a booking in one year does not guarantee availability of that booking time for subsequent years.

### 2. Permissible activities.

Only the following Netball related activities can be undertaken at the Venue during approved hire access times. Access to courts starts and end strictly in line with the approved time window.

- Netball playing and Training.

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(Date March 2024 - Review Jan 2025)



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- Other netball related activities, examples are umpire training, first aid training and administration of netball.
- All efforts should be made to keep noise at the facility to a minimum in order to minimise the impact on neighbours to the facility.

It is the Venue hirer's responsibility to ensure the safety and security of all guests, spectators and officials and their property while at the Venue. BDNA, its staff and/or agents will not be responsible and/or liable for any loss, injury or damage to the hirer, its guests, spectators and officials or any of their property.

### **3. Eligibility**

To be eligible to hire the facility the hirer must have adequate Public Liability Insurance.

Evidence of either of the following must be provided at the time of application.

- Current Public Liability Insurance in the name of the hirer which notes BDNA's interest and indemnifies BDNA to a minimum of \$20 million.
- Evidence that the activities taking place at the Venue will be covered by Netball Victoria registration insurance coverage. This will require clarification with BDNA prior to booking.

### **4. Size of Groups**

The size of the group must be consistent with the number of courts that have been hired. As a general rule a court will be required for every two teams (or 20 players) that will be attending the Venue. The number of players and other attendees must be provided on the application form.

### **5. Condition of Venue**

BDNA makes no warranty as to the Venue or its fitness for purpose. The hirer agrees and acknowledges that the Venue is in good repair and a clean condition at the commencement of the hire period and must be returned to BDNA in the same condition at the end of the hire period as it was found. If the Venue is not in good repair and a clean condition at the commencement of the hire period BDNA must be notified prior to the commencement of use of the Venue.

The hirer shall reimburse BDNA for the cost of any reinstatement or repairs occasioned as a result of any damage to property or cleaning requirements resulting from the use of the Venue and any associated activities.



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Due care is to be exercised at all times by the hirer and all persons associated with the hirer.

If the hirer causes damage to the Venue or any part of it, BDNA retains the right to withhold part or all of the security deposit towards the cost of repair and/or reinstatement. If no security deposit is held or is insufficient, BDNA retains the right to invoice the hirer to meet the full cost of repair and/or reinstatement.

#### **6. First Aid and Emergency.**

Unless otherwise arranged the hirer must provide their own first aid trained staff and medical equipment and supplies. First aid support can be provided by BDNA at additional cost to the hirer. BDNA's first aid facilities are only provided with BDNA's staff. Please discuss when arranging facility hire if first aid support is required, as it can only be included when the booking is made.

A defibrillator is available on site at all times.

BDNA must be immediately informed of any serious First Aid incidents that occur at the Venue, to ensure relevant first aid incident reports are completed.

The hirer must comply with the Venue emergency evacuation procedures and at all times follow directions of BDNA's staff or emergency service providers.

The hirer must notify BDNA immediately should emergency services be required to attend the Venue.

#### **7. Amplification Equipment / Noise**

Amplification equipment can not be used at or in the Venue. In some circumstances it may be possible to use the sound system installed at the Venue. This will need to be discussed and agreed prior to booking the Venue. Volume settings on the system must not be adjusted.

#### **8. Keys**

Where a key is required for access to the Venue, arrangements to hand over the key will be made for immediately prior to the hire period; a collection location will be agreed.

The 'BDNA Netball Facility, Arrival and End of Use Lock-up process must be followed. Failure to follow this process correctly may result in refusal for future hire applications.

The key must be returned per the arrangements made at the handover.



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A fully refundable key deposit of \$50.00 for the keys is required.

## **9. General Conditions**

- a. The hirer must manage their activities to minimise wear and tear on the Venue. This includes supervising the behaviour of young people when accessing the toilets.
- b. The hirer must not create any noise from their activities that unreasonably disturb other users and adjacent residents or stakeholders.
- c. The hirer must ensure that any exercise equipment used does not create any hazards or obstructions.
- d. The hirer must not interfere with any other user of the Venue.
- e. The hirer is, and shall be, responsible for satisfying all occupational health and safety legislation and regulations. The hirer expressly indemnifies BDNA in this regard.
- f. The hirer shall ensure that all promotional material is presented in a professional manner and does not contain any material which is illegal or which is likely to cause offence.
- g. The hirer shall notify BDNA if any damage to the facility or unusual condition of the facility and equipment is identified prior to starting to use the facility.
- h. Child Safe Standards means the child safe standards published in the Victoria Government Gazette on 1 July 2021 by the Minister for Child Protection under the CW&S Act, as amended from time to time.
- i. Working with Children Check (WWCC) details for adults undertaking child connected activities must be provided if requested by BDNA.
- j. The hirer shall have regard to any lawful direction or instruction given by BDNA in relation to the conduct of the hirer. All Child Safety and BCC Local Laws must be complied with at all times.
- k. No alcohol can be served as part of any use of the Venue without the necessary approval from BCC. Any such approval must be shown to BDNA prior to the commencement of the facility hire and upon request
- l. Users and visitors are strictly prohibited from being under the influence of alcohol or illegal drugs whilst at the Venue. This applies during any activities, events, or



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interactions within the facility. Violation of this clause may result in immediate removal from the premises.

- m. No smoking is allowed anywhere within the SSC grounds in which the Venue is located. The SSC grounds includes the car park and gardens between the Venue and the road. Violation of this clause may result in immediate removal from the SSC grounds.
- n. If anyone connected with the hirer causes a fire alarm to be triggered, the hirer will be responsible for all costs related to the false alarm including any money claimed by any Fire Authority for responding to this alarm.
- o. Filming and Photography in or at the Venue must be pre-approved in writing by BDNA. Other users of the Venue at the time of hiring may have Child Safety restrictions that must be managed. All filming and photography must comply with Child Safety Standards.
- p. The hirer and its users, guests, spectators and officials acknowledge that by accessing the Venue they will be subject to video surveillance and recording undertaken by SSC to monitor the SSC grounds and Venue for security purposes.

**9. Vehicles and Parking.**

All vehicles must approach the Venue along Holloway Road and enter the Venue Car Park and either drop off or park within the Venue Car Park. All vehicles must exit via the far end of the Venue Car Park into Wangarra Road. No vehicles are to depart the Venue Car Park to or along Holloway Road.

If the Venue Car Park is full, unrestricted parking along Wangarra Road (and adjacent George Street) can be used.

**10. Insurance Requirements**

Public Liability Insurance: the hirer must at all times during the hire period, be the holder of a current Public Liability Policy of insurance in the name of the hirer providing cover for a minimum of \$20 million. The Public Liability Policy shall cover such risks and shall extend to cover BDNA in respect to claims for personal injury or property damage arising out of the negligence of the hirer.

**11. Indemnity.**



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The hirer agrees to indemnify and to keep indemnified, BDNA, BCC, SSC, their respective servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with hirer's performance or purported performance of its obligations under these terms and conditions .

## 12. Booking process

Requests for Venue use should be made via the appropriate application form. Once received, a BDNA representative will contact you per details on the application. If the booking is accepted the amount owing must be paid within 7 days of receiving booking confirmation and invoice. If payment is not received within this time, the booking may be cancelled.

You must declare all relevant facts on your booking application for BDNA to assess the application. If you fail to do so, your booking may be revoked without notice and BDNA is not, and will not be held, liable for any damages or losses incurred.

All bookings are subject to availability, suitability and completely at BDNA's discretion.

The booking times are inclusive of set up and pack up time. There is no access to courts prior to start time and no access to court after end time of booking. All bookings will be a one hour minimum and in 30 minute increments.

## 14. Cancellation Fees

If a booking is cancelled within 48 hours of receiving confirmation no cancellation fee will be charged.

If a booking is cancelled 4 weeks or more before the event a \$100.00 cancellation fee will be charged.

If a booking is cancelled between 2 - 4 weeks before the event, 50% of the charge amount will be withheld.

If a booking is cancelled within 2 weeks or less of the event, no refund will be issued to the hirer, and the total hire fee will be forfeited.

All cancellations or changes to bookings must be made in writing before the intended event date.



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If an event is unable to proceed or is cancelled due to hot, wet or any other form of inclement weather, no refund will be issued.

BDNA may need to cancel any hire already agreed upon due to BCC or VSB directives or other external reasons. In this case BDNA will return the deposit and rent paid, and the hirer agrees to accept the same and will be held to have consented to such cancellation, and will abandon any claim (if any) against BDNA or BCC, at law in equity for any loss or damage in consequence thereof.

If a booking is cancelled by BDNA due to a BCC or VSB directive, a full refund will be issued.