

COMMERCIAL BOOKINGS

**FACILITY HIRE
AGREEMENT AND
TERMS &
CONDITIONS 2026**

***UNSW Fitness & Aquatic Centre**
Operated by Clublinks Management Pty
Ltd on behalf of the University of New
South Wales (UNSW)*



Table of Contents

| | |
|---|----|
| 1. DEFINITIONS AND INTERPRETATION..... | 5 |
| 1.1. Definitions | 5 |
| 1.2. Interpretation..... | 5 |
| 2. VENUE HIRE AND APPLICATIONS..... | 6 |
| 2.1 Scope of Hire | 6 |
| 2.2 Binding Effect..... | 6 |
| 2.3 Application Process | 6 |
| 2.4 Booking Confirmation..... | 6 |
| 2.5 Compliance | 6 |
| 3. INSURANCE | 7 |
| 4. CONDITION AND SUITABILITY OF VENUE | 8 |
| 4.1 Inspection and Acceptance | 8 |
| 4.2 Acknowledgment of Facility Condition | 8 |
| 4.3 Assessment of Suitability | 8 |
| 4.4 Waiver and Release | 8 |
| 5. CONDITIONS FOR POOL HIRE | 9 |
| 5.1 Capacity and Supervision Requirements | 9 |
| 5.2 High-Risk and Specialized Activities | 9 |
| 5.3 Operational Restrictions..... | 9 |
| 5.4 Pool Equipment and Environment | 10 |
| 5.5 Aquatic Safety Acknowledgment..... | 10 |
| 6. PAYMENT OF HIRE CHARGES..... | 11 |
| 6.1 Booking Categories | 11 |
| 6.2 Payment Methods | 11 |
| 6.3 Schedule of Fees..... | 11 |
| 6.4 Casual Bookings | 11 |
| 6.5 Permanent Bookings | 11 |
| 6.6 Late Payment | 12 |
| 6.7 Rate Review | 12 |
| 6.8 Outstanding Debts | 12 |
| 7. CANCELLATIONS AND REFUNDS..... | 13 |
| 7.1 Cancellations by UNSW Fitness & Aquatic Centre..... | 13 |
| 7.2 Cancellation Process – All Bookings | 13 |
| 7.3 Casual Bookings (One-off or Ad Hoc Bookings)..... | 13 |



| | |
|---|----|
| 7.4 Permanent or Recurring Bookings | 13 |
| 7.5 Credits | 14 |
| 7.6 No Waiver | 14 |
| 8. ENTRANCE FEES AND SPECTATOR POLICY..... | 14 |
| 8.1 Hirer-Imposed Entrance Fees..... | 14 |
| 8.2 UNSW FAC Spectator Entry Fees..... | 14 |
| 8.3 Participant vs Spectator Classification | 15 |
| 9. HIRER OBLIGATIONS | 15 |
| 9.1 General Conduct..... | 15 |
| 9.2 Use of Facility | 15 |
| 9.3 Equipment and Cleanliness | 15 |
| 9.4 Signage, Filming, and Marketing..... | 15 |
| 9.5 Food, Alcohol, and Prohibited Items..... | 16 |
| 9.6 Supervision..... | 16 |
| 9.7 Non-Compliance | 16 |
| 9.8 Sub-Letting and Third-Party Access..... | 16 |
| 9.9 Booking Confirmation Requirements..... | 16 |
| 10. SUPERVISION AND CONDUCT | 17 |
| 10.1 Hirer Responsibility | 17 |
| 10.2 Removal and Denial of Entry | 17 |
| 10.3 Management Authority and Discretion | 17 |
| 10.4 No Liability for Enforcement Actions | 18 |
| 11. ADDITIONAL CHARGES..... | 18 |
| 11.1 Damage Prevention and Liability | 18 |
| 11.2 Cleaning Fees | 19 |
| 11.3 Security Services..... | 19 |
| 11.4 Additional Lifeguard Requirements | 19 |
| 11.5 Other Additional Charges..... | 20 |
| 12. INDEMNITY AND LIABILITY | 20 |
| 12.1 Use at Own Risk | 20 |
| 12.2 Hirer's Indemnity..... | 20 |
| 12.3 Release and Waiver | 21 |
| 12.4 Limitation of Liability | 21 |
| 12.5 Exclusion of Responsibility for Property | 21 |
| 12.6 Survival..... | 21 |
| 13. HEALTH, SAFETY AND EMERGENCY PROCEDURES..... | 22 |



| | |
|--|----|
| 13.1 Prohibited Substances and Conduct | 22 |
| 13.2 Injury and First Aid | 22 |
| 13.3 Emergency Response Procedures | 23 |
| 13.4 Lockdown Procedures | 23 |
| 13.5 Evacuation Procedures | 23 |
| 14. TERMINATION | 24 |
| 14.1 Termination by UNSW FAC | 24 |
| 14.2 Effect of Termination | 25 |
| 14.3 Survival of Obligations | 25 |
| 14.4 Termination Does Not Limit Remedies | 25 |
| 15. FORCE MAJEURE | 26 |
| 15.1 Force Majeure Events | 26 |
| 15.2 Notification and Resumption | 26 |
| 15.3 Remedies for Force Majeure | 26 |
| 16. GOVERNING LAW | 27 |
| 17. ENTIRE AGREEMENT | 27 |
| 18. NO TENANCY | 28 |
| SCHEDULE 1 – FEES, CHARGES & PENALTIES | 29 |
| A. Cleaning and Damage | 29 |
| B. Booking Misuse and Unauthorised Use | 29 |
| C. Facility Rules and Compliance | 29 |
| D. Payment-Related Charges | 29 |
| E. Progressive Enforcement | 30 |
| F. General | 30 |
| SCHEDULE 2 - FACILITY HIRE PRICE MATRIX | 31 |
| ACKNOWLEDGEMENT AND ACCEPTANCE | 32 |



This Facility Hire Agreement (Agreement) is entered into between The University of New South Wales (ABN 57 195 873 179), operating the UNSW Fitness & Aquatic Centre (UNSW FAC), and the Hirer.

By submitting a booking request, executing a booking form, making payment, or permitting any person to enter UNSW FAC in connection with a booking, the Hirer agrees to be bound by this Agreement.

This Agreement applies to all facility bookings conducted at UNSW FAC and governs the use of facilities, payment of hire charges, cancellations, conduct, safety, and compliance requirements

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

Agreement: These Terms and Conditions, any schedules, booking confirmations, quotations, invoices, policies, directions, and variations issued by the University.

University: The University of New South Wales ABN 57 195 873 179.

UNSW FAC: The Fitness & Aquatic Centre operated by the Clublinks.

Hirer/Organiser: The individual, club, society, association, school, business, or entity named on the booking and accepting responsibility under this Agreement.

Participants: All persons entering UNSW FAC in connection with the booking, including members, players, officials, coaches, volunteers, contractors, spectators, guests, and invitees.

Facility: All areas of UNSW FAC including courts, studios, stadiums, aquatic facilities, storage areas, amenities, car parks, and common areas.

Hire Period: The approved dates and times confirmed in writing by the University.

1.2. Interpretation

(a) Headings are for convenience only and do not affect interpretation.

(b) References to legislation include all amendments, re-enactments, and subordinate legislation.

(c) References to "writing" include email or digital submission unless otherwise specified.

2. VENUE HIRE AND APPLICATIONS

2.1 Scope of Hire

The Hirer agrees to hire UNSW FAC for the approved dates and times (Hire Period) as confirmed in writing by UNSW FAC. Access to the facility is limited strictly to the confirmed Hire Period unless otherwise approved in writing.

2.2 Binding Effect

This Agreement applies to and is binding on the Hirer and all persons associated with the booking, including participants, players, officials, coaches, employees, volunteers, contractors, spectators, guests, and invitees.

2.3 Application Process

All booking requests must be submitted in writing to UNSW FAC by the individual or organisation responsible for payment of hire charges. Applications will not be processed while any outstanding debt from previous bookings remains unpaid.

2.4 Booking Confirmation

- a. No booking is confirmed, valid, or enforceable unless and until written confirmation is issued by UNSW FAC.
- b. Past booking history, informal communications, or prior arrangements do not create any entitlement or expectation of continued or future bookings.
- c. The Hirer is responsible for obtaining written confirmation before making commitments or arrangements related to a booking.
- d. Verbal discussions or email exchanges that do not include formal confirmation do not constitute a confirmed booking.
- e. All confirmed bookings are subject to the hire charges set out in Schedule 2 – Facility Hire Price Matrix.

2.5 Compliance

The Hirer and all associated persons must comply at all times with applicable NSW laws, public health orders, UNSW policies, and UNSW FAC procedures.



3. INSURANCE

3.1 The Hirer must maintain and provide proof of the following insurance coverage prior to the booking commencement.

- Public liability insurance with minimum coverage of \$10 million
- Workers compensation insurance (if applicable)
- Professional indemnity insurance (for coaching, instruction, or training activities)
- Any other insurance reasonably required by UNSW FAC

3.2 Proof of current insurance must be provided to UNSW FAC management before the booking can be confirmed.

3.3 The Hirer must ensure all insurance policies remain current for the entire duration of the booking agreement and must provide updated certificates of currency upon request.

3.4 The Hirer must ensure that all insurance policies:

- (a) Name "UNSW Fitness & Aquatic Center" as an interested party or additional insured (where applicable)
- (b) Cover all activities to be conducted during the Hire Period, including but not limited to sports activities, aquatic activities, coaching, instruction, and training.
- (c) Cover all Participants, including members, students, clients, employees, contractors, volunteers, and spectators.

3.5 Hirers engaged in aquatic activities (including freediving, swimming instruction, or underwater sports) must hold insurance that specifically covers water-based activities and associated risks.

3.6 UNSW FAC reserves the right to request additional insurance coverage or increased coverage limits based on the nature, scale, or risk profile of the proposed activity.

3.7 Failure to maintain current insurance coverage constitutes a material breach of this Agreement and may result in immediate termination of the booking without refund.

3.8 The Hirer must notify UNSW FAC immediately in writing if any insurance policy is cancelled, lapses, or is modified in any way that reduces coverage.

4. CONDITION AND SUITABILITY OF VENUE

4.1 Inspection and Acceptance

The Hirer shall inspect the facility prior to confirming the booking to ensure its suitability for the intended use. By executing this agreement, the Hirer confirms that they have either: (a) conducted such inspection, or (b) expressly waived their right to inspection, and accepts the facility in its current "as-is" condition.

4.2 Acknowledgment of Facility Condition

The Hirer acknowledges and accepts that

- (a) The facility is an aging public infrastructure where professional standards for courts, equipment, and infrastructure may not always be maintained.
- (b) The facility has known deficiencies including, but not limited to, roof leakage, general wear and tear, and associated maintenance issues.
- (c) While UNSW FAC undertakes reasonable efforts to maintain the facility, the Hirer accepts the facility with all known and disclosed deficiencies.

4.3 Assessment of Suitability

The Hirer is solely responsible for assessing whether the facility meets their specific requirements, including but not limited to:

- (a) Court surface quality and condition.
- (b) Lighting adequacy and functionality.
- (c) Equipment availability and operational condition.
- (d) Accessibility and compliance requirements.
- (e) Climate control, temperature regulation, and ventilation systems.

4.4 Waiver and Release

By proceeding with the booking, the Hirer irrevocably waives any right to claim compensation, refund, or other remedy for any inconvenience, disruption, or loss arising from the facility's condition, aging infrastructure, or known deficiencies as disclosed herein.

5. CONDITIONS FOR POOL HIRE

5.1 Capacity and Supervision Requirements

- (a) Pool bookings must not exceed the maximum bather load of 289 patrons under any circumstances
- (b) Bookings involving 100 or more persons require an additional qualified lifeguard at the Hirer's sole expense
- (c) The Hirer must ensure all participants are appropriately supervised in accordance with the Keep Watch @ Public Pools policy and the UNSW Aquatics Code of Conduct, with supervision ratios appropriate to the age, ability, and activity type of participants.

5.2 High-Risk and Specialized Activities

- (a) The following activities require prior written approval and may be subject to additional conditions or insurance requirements
 - Freediving, breath-hold training, or underwater endurance activities
 - Underwater sports (including but not limited to underwater rugby, underwater hockey)
 - Water polo or other contact water sports
 - Use of inflatables, floating equipment, or non-standard aquatic apparatus
 - Photography or videography sessions (commercial or private)
 - Pool parties or social events involving food, decorations, or entertainment.
- (b) Hirers conducting high-risk activities must provide evidence of
 - Appropriate qualifications and certifications for all instructors, coaches, or supervisors
 - Activity-specific risk assessments and safety management plans
 - Specialized insurance coverage addressing the specific risks of the activity.

5.3 Operational Restrictions

- (a) Pool bookings must have a minimum duration of one (1) hour
- (b) Commercial/Casual Booking Entry Fee: Participant must pay entry fee excluding the coaches.
- (c) Commercial/Casual Bookings: Maximum of 6 participant per lane.



(d) Swimming instruction or coaching activities that directly compete with or create a conflict of interest with UNSW FAC's business operations are strictly prohibited

(e) The Aquatic Programs Manager retains absolute and unfettered discretion over all pool hiring decisions and shall prioritize the safety and optimal experience of all facility users.

5.4 Pool Equipment and Environment

(a) The Hirer must not alter, relocate, remove, or interfere with any pool fixtures, fittings, furnishings, safety equipment, or lane configurations without prior written authorization from the Facility Manager

(b) Lane ropes and pool equipment must be returned to their original configuration immediately upon completion of the booking period. Failure to comply will incur a reset fee of \$50.

(c) The Hirer must not install, display, or erect any decorations, signage, inflatables, advertisements, branding, flags, banners, or promotional materials in or around the aquatic facility without express written consent from the Facility Manager. Unauthorized installations will be removed immediately and may incur removal fees of \$50-\$200 depending on complexity.

5.5 Aquatic Safety Acknowledgment

By booking the aquatic facility, the Hirer acknowledges and accepts.

(a) The inherent risks associated with aquatic activities, including but not limited to drowning, injury, and medical emergencies

(b) Full responsibility for implementing appropriate safety measures, emergency procedures, and participant supervision protocols

(c) That UNSW FAC lifeguards are present for general facility supervision and are not responsible for supervising the Hirer's specific activity or participants unless specifically contracted to do so under clause 5.1(b).

6. PAYMENT OF HIRE CHARGES

6.1 Booking Categories

Bookings may be made on a casual (one-off) or permanent (recurring) basis.

6.2 Payment Methods

Accepted payment methods include credit card, EFTPOS, or direct deposit. Transaction fees apply in accordance with the published fee schedule.

| Payment Method | Transaction Fee |
|-----------------------------------|--------------------------------------|
| Bank accounts (direct deposit) | \$0.50 per transaction |
| Visa / Mastercard (domestic) | \$0.43 + 1.65% of transaction amount |
| Visa / Mastercard (international) | \$0.43 + 2.75% of transaction amount |

6.3 Schedule of Fees

Hire charges applicable to facility bookings are set out in Schedule 2 – Facility Hire Price Matrix, as amended from time to time in accordance with this Agreement.

6.4 Casual Bookings

- a. Hire charges under \$500 must be paid in full at the time of booking.
- b. Hire charges of \$500 or more require a deposit of fifty percent (50%) at the time of booking, with the balance payable no later than seven (7) days prior to the booking date.

6.5 Permanent Bookings

- a. Permanent bookings are invoiced monthly in advance.
- b. Payment is due on or before the date specified on the invoice.
- c. Payment of each invoice secures bookings for the applicable period only.



6.6 Late Payment

Failure to remit payment by the due date may result in suspension or cancellation of bookings and the application of late payment charges as set out in Schedule 1 – Fees, Charges & Penalties.

6.7 Rate Review

UNSW FAC may review hire rates periodically. Where rates are adjusted, Schedule 2 – Facility Hire Price Matrix will be updated, and the Hirer will be provided with no less than thirty (30) days' written notice. Continued use of the facility following notice constitutes acceptance of the adjusted rates.

6.8 Outstanding Debts

No new booking requests will be accepted while any outstanding amount remains unpaid.

7. CANCELLATIONS AND REFUNDS

7.1 Cancellations by UNSW Fitness & Aquatic Centre

UNSW Fitness & Aquatic Centre (UNSW FAC) may cancel any booking where the facility is unavailable, unsafe, unsuitable for use, or where operational, safety, or emergency circumstances require cancellation.

Where UNSW FAC cancels a booking, a credit will be issued for the unused portion. No further compensation is payable.

7.2 Cancellation Process – All Bookings

(a) All cancellation requests must be submitted in writing via email to: bookings@unswfac.com.au

(b) Cancellations are effective only upon written acknowledgment from UNSW FAC.

(c) If acknowledgment is not received within one (1) business day, the Hirer must follow up to confirm receipt.

(d) The following methods do NOT constitute valid cancellation:

- Telephone calls or voicemail
- Verbal or in-person notifications
- Social media or SMS messages
- Communications to individual staff members

7.3 Casual Bookings (One-off or Ad Hoc Bookings)

Cancellation terms for casual bookings:

(a) More than 72 hours' notice: Full credit issued

(b) Between 48 and 72 hours' notice: Credit at UNSW FAC's discretion; no refund

(c) Less than 48 hours' notice: No refund or credit

7.4 Permanent or Recurring Bookings

(a) Single booking cancellations: Subject to the casual booking terms in Section 7.3

(b) Batch cancellations (three or more bookings): Require twenty-eight (28) days' written notice. Failure to provide adequate notice will result in full charges for all cancelled bookings.

(c) Contract termination: The Hirer may terminate a permanent booking contract by providing twenty-eight (28) days' written notice.

7.5 Credits

(a) Credits issued under this Agreement:

- Are non-refundable and non-transferable
- Must be used within the same calendar year
- Have no cash value
- Cannot offset outstanding debts or late payment fees

(b) All refund and credit decisions are at UNSW FAC's sole discretion.

7.6 No Waiver

The granting of a credit in one instance does not create entitlement or precedent for future cancellations.

8. ENTRANCE FEES AND SPECTATOR POLICY

8.1 Hirer-Imposed Entrance Fees

(a) The Hirer may impose entrance fees, admission charges, or ticket sales for events held at UNSW FAC, provided that

- The nature, amount, and collection method of all such fees are disclosed to UNSW FAC in writing prior to booking confirmation.
- The Hirer maintains complete and accurate records of all entrance fees collected.
- UNSW FAC may request and inspect such records at any time.

(b) UNSW FAC reserves the right to charge the Hirer a percentage of gross takings from any event where entrance fees are imposed. The applicable percentage will be specified in writing at the time of booking confirmation and must be paid within seven (7) days of the event conclusion.

(c) The Hirer is solely responsible for collecting, accounting for, and remitting any agreed percentage of gross takings to UNSW FAC. Failure to provide accurate accounting or remit payments constitutes a material breach of this Agreement.

8.2 UNSW FAC Spectator Entry Fees

(a) UNSW FAC will charge an entry fee to all spectators, guests, or non-participating attendees at events held within the facility

(b) Facility hires fees do not include spectator entry costs. Each spectator must pay the applicable UNSW FAC entry fee directly to UNSW FAC

(c) The Hirer must clearly communicate UNSW FAC spectator entry fee requirements to all potential attendees in advance of the event through all promotional materials, event communications, and ticketing platforms

(d) The Hirer must not misrepresent or guarantee that spectator entry to UNSW FAC is included in any ticket price, registration fee, or event cost without express written authorization from UNSW FAC

8.3 Participant vs Spectator Classification

(a) For the purposes of this section

"Participants" include players, competitors, officials, referees, coaches, team staff, and other individuals directly involved in the activity.

"Spectators" include all other persons attending the event who are not actively participating.

(b) UNSW FAC retains sole discretion to determine whether any individual is classified as a participant or spectator for entry fee purposes.

9. HIRER OBLIGATIONS

9.1 General Conduct

The Hirer must ensure all participants conduct themselves in a safe, respectful, and lawful manner and do not interfere with UNSW FAC operations or other users.

9.2 Use of Facility

The facility may only be used for the approved purpose. Sub-letting, unauthorised access, or use outside the approved scope is prohibited without prior written approval.

9.3 Equipment and Cleanliness

The Hirer is responsible for returning all equipment to its original condition and leaving the facility clean and tidy at the conclusion of the Hire Period.

9.4 Signage, Filming, and Marketing

Photography, filming, signage, branding, or promotional activity requires prior written approval from UNSW FAC.

9.5 Food, Alcohol, and Prohibited Items

Alcohol and prohibited substances are not permitted on UNSW FAC premises. Food and beverages may only be brought into approved areas with prior written consent.

9.6 Supervision

The Hirer is responsible for adequate supervision of all participants, including compliance with safety and first aid requirements relevant to the activity.

9.7 Non-Compliance

Failure to comply with this Agreement may result in additional charges, suspension, or termination of bookings as outlined in Schedule 1 – Fees, Charges & Penalties.

9.8 Sub-Letting and Third-Party Access

(a) Sub-letting, sub-leasing, assigning, or otherwise granting access to the facility to third parties is strictly prohibited without prior written approval from UNSW FAC management.

(b) Unauthorized sub-letting constitutes a material breach and will result in additional charges, suspension, or termination of bookings as outlined in Schedule 1 – Fees, Charges & Penalties.

9.9 Booking Confirmation Requirements

(a) Reserving a court or facility does not confirm a booking. Bookings are confirmed only when payment is received within ten (10) minutes of reservation.

(b) Unpaid reservations will be automatically released after ten (10) minutes.

(c) All members must maintain a booking account and verify their booking status via the client portal (Login >> My Bookings). A booking is confirmed only when it appears in "My Bookings."

(d) UNSW FAC is not liable for any issues arising from unconfirmed bookings. Members without confirmed bookings may be denied facility access.

10. SUPERVISION AND CONDUCT

10.1 Hirer Responsibility

The Hirer is solely and absolutely responsible for the supervision, conduct, behaviour, and control of all Participants during the Hire Period and for ensuring compliance with this Agreement and all UNSW FAC policies and procedures.

10.2 Removal and Denial of Entry

UNSW Fitness & Aquatic Centre reserves the right to remove or deny entry to any person, without refund or compensation, if:

- (a) The venue is being used for an improper, unauthorized, or unlawful purpose.
- (b) The Hirer, Participants, or associates are causing or contributing to a nuisance, disturbance, or unsafe condition.
- (c) Capacity limits are exceeded, suspected to be exceeded, or likely to be exceeded.
- (d) There is an actual, suspected, or imminent emergency requiring evacuation or intervention.
- (e) Any person is in breach of this Agreement, UNSW FAC policies, or applicable laws.
- (f) UNSW FAC reasonably determines that removal is necessary to protect health, safety, property, or facility operations.

10.3 Management Authority and Discretion

(a) UNSW Fitness & Aquatic Centre retains absolute, unfettered, and non-delegable discretion over all aspects of facility operations, including but not limited to

- Acceptance, rejection, or termination of any booking.
- Pool hiring decisions, considering the sensitivity of the aquatic environment and the safety and optimal experience of all users.
- Immediate operational decisions during hire periods, including imposing fines, removing individuals, suspending activities, or terminating bookings for violations of this Agreement.
- Enforcement of all terms and conditions of this Agreement.
- Investigation of complaints, incidents, or alleged breaches.
- Determination of disputes arising from or related to bookings.



- Refusal of service where bookings create a conflict of interest with UNSW FAC business operations or compromise safety, security, or operational standards.

(b) Any authorized UNSW FAC staff member has full and irrevocable authority to enforce the terms of this Agreement and to make operational decisions necessary to protect the safety, security, and integrity of the facility and its users.

(c) Decisions made by UNSW FAC staff in the exercise of their authority under this Agreement are final and binding on the Hirer.

(d) The Hirer must comply immediately with all directions, instructions, and decisions issued by UNSW FAC staff. Failure to comply may result in immediate termination of the booking without refund and potential ban from future bookings.

10.4 No Liability for Enforcement Actions

UNSW Fitness & Aquatic Centre and its staff shall not be liable to the Hirer or any Participant for any loss, damage, expense, or inconvenience arising from the exercise of authority under this Section 10, including but not limited to removal of persons, termination of bookings, or denial of entry.

11. ADDITIONAL CHARGES

11.1 Damage Prevention and Liability

(a) The Hirer must take all reasonable steps and implement appropriate measures to prevent damage, loss, or destruction of UNSW FAC property, facilities, equipment, and infrastructure.

(b) The Hirer accepts full and unconditional responsibility and liability for all costs, expenses, and fees related to the repair, replacement, restoration, or remediation of any damage to or loss of any part of the facility, equipment, fixtures, fittings, or property, howsoever caused by the Hirer, Participants, or any person associated with the booking;

(c) Liability under this clause includes but is not limited to

- Direct repair and replacement costs.
- Loss of revenue resulting from facility downtime.
- Emergency services attendance fees (including fire brigade, ambulance, or police callout charges).
- Professional assessment, cleaning, or restoration services.

- Administrative costs associated with damage assessment and repair coordination.

11.2 Cleaning Fees

(a) The Hirer must leave UNSW FAC, including all hired spaces, change rooms, restrooms, common areas, and amenities, in a clean and tidy condition after each use.

(b) If the premises are not left in a satisfactory condition as determined by UNSW FAC, cleaning fees will be imposed ranging from \$100 to \$500 depending on the extent and nature of cleaning required.

(c) Cleaning fees will be invoiced to the Hirer and are payable in accordance with Section 6.

11.3 Security Services

(a) UNSW Fitness & Aquatic Centre retains sole discretion to determine whether security services are required for any booking based on factors including but not limited to:

- Event type, size, and nature.
- Expected attendance numbers.
- Risk assessment outcomes.
- Historical incidents or concerns.
- Time of day or duration of the booking.

(b) Where UNSW FAC determines that security services are necessary, qualified security staff will be engaged at the Hirer's sole expense.

(c) The Hirer will be notified in writing of the security requirement and associated costs prior to the booking commencement. Refusal to accept security costs may result in cancellation of the booking.

(d) Security costs will be invoiced separately and are payable in accordance with Section 6.

11.4 Additional Lifeguard Requirements

(a) For aquatic facility bookings involving 100 or more persons, an additional qualified lifeguard must be engaged at the Hirer's sole expense as specified in Section 4.1(b).

(b) UNSW FAC reserves the right to require additional lifeguards for bookings of any size where the nature of the activity, participant demographics, or risk profile warrants enhanced supervision.

(c) The Hirer will be notified of additional lifeguard requirements and associated wage costs prior to booking confirmation.

(d) Additional lifeguard costs will be invoiced to the Hirer and are payable in accordance with Section 6.

11.5 Other Additional Charges

UNSW Fitness & Aquatic Centre may impose additional charges for:

- (a) Specialized equipment hires or setup beyond standard facility provisions.
- (b) Extended access hours outside normal operating times.
- (c) Technical support, audiovisual services, or specialist staff.
- (d) Waste disposal exceeding normal volumes.
- (e) Repairs to damage caused during the Hire Period.
- (f) Any other services, resources, or costs reasonably required to support the booking or remediate issues arising from the Hirer's use of the facility.

All additional charges will be communicated to the Hirer in writing and are payable in accordance with Section 6.

12. INDEMNITY AND LIABILITY

12.1 Use at Own Risk

The Hirer uses UNSW Fitness & Aquatic Centre entirely at their own risk and is solely responsible for implementing appropriate measures to protect against theft, loss, or damage to property belonging to the Hirer or Participants.

12.2 Hirer's Indemnity

The Hirer indemnifies and holds harmless UNSW FAC, its officers, employees, agents, and representatives against all claims, demands, actions, suits, proceedings, losses, damages, costs, and expenses (including legal costs on a solicitor-client basis), whether direct or indirect, arising from or related to:

- (a) Damage to or loss of any property.
- (b) Injury to or death of any person.
- (c) Any breach of this Agreement by the Hirer.
- (d) Any negligent act or omission by the Hirer, Participants, or any person associated with the booking.



occurring on or in connection with the use of UNSW FAC, except to the extent caused or contributed to by UNSW FAC's negligent acts or omissions.

12.3 Release and Waiver

The Hirer releases UNSW FAC from, and agrees that UNSW FAC shall not be liable for, any claims, losses, damages, costs, or expenses arising from or in connection with damage, loss, injury, or death occurring at or in connection with UNSW FAC, except to the extent directly caused by UNSW FAC's negligent acts or omissions.

12.4 Limitation of Liability

(a) To the maximum extent permitted by law, UNSW FAC's total aggregate liability under this Agreement, whether in contract, tort (including negligence), statute, or otherwise, is limited to the total fees paid by the Hirer for the specific booking giving rise to the claim.

(b) UNSW FAC shall not be liable for any indirect, consequential, incidental, special, or punitive losses or damages, including but not limited to loss of profits, loss of revenue, loss of opportunity, or loss of business, even if advised of the possibility of such losses.

12.5 Exclusion of Responsibility for Property

UNSW FAC accepts no responsibility or liability for any property belonging to the Hirer, Participants, or any other person, nor for any property that is lost, stolen, damaged, or destroyed before, during, or after an event or booking, howsoever caused.

12.6 Survival

The indemnities, releases, and limitations of liability contained in this Section 12 survive the termination or expiration of this Agreement.

13. HEALTH, SAFETY AND EMERGENCY PROCEDURES

13.1 Prohibited Substances and Conduct

(a) Smoking, vaping, and use of any tobacco or nicotine products is strictly prohibited at UNSW FAC at all times.

(b) The possession, sale, supply, or consumption of alcohol and illegal drugs or substances on the premises is strictly prohibited under all circumstances.

(c) Behaviour or language that is inappropriate, aggressive, threatening, demeaning, discriminatory, harassing, or abusive towards any person is strictly prohibited.

(d) Engaging in any prohibited conduct under this clause will result in

- Immediate removal from the premises.
- Immediate termination of the hire agreement without refund or credit.
- Imposition of fines as specified in Section 9.7.
- Potential ban from future bookings.
- Referral to law enforcement authorities where applicable.

13.2 Injury and First Aid

(a) The Hirer is responsible for providing their own first aid supplies, equipment, and qualified first aid officers for their events as specified in Section 9.8.

(b) UNSW FAC will administer first aid only in emergency situations. In non-emergency circumstances, UNSW FAC may assist with first aid provisions at its discretion.

(c) First aid facilities and equipment are available at UNSW FAC for emergency use.

(d) For any injuries, incidents, or near-miss events, the Hirer must

- Complete an UNSW incident report form with authorized UNSW FAC staff immediately.
- Follow their own organizational reporting and documentation procedures.
- Provide copies of incident reports to UNSW FAC upon request.

(e) Failure to complete the required UNSW incident report form releases UNSW FAC from any liability arising from the incident and may constitute a breach of this Agreement.

(f) UNSW FAC may arrange for a qualified first aid officer to be available at the Hirer's expense. Requests must be submitted in writing at least seven (7) days prior to the event.

13.3 Emergency Response Procedures

(a) UNSW FAC maintains an emergency response plan. Emergency response team contact information is available upon request.

(b) In the event of any emergency, all persons must:

- RAISE THE ALARM: Immediately notify UNSW FAC staff and Campus Security or call 000 for life-threatening emergencies.
- Follow all instructions and directions provided by UNSW FAC staff and emergency services personnel.
- Remain on the premises until authorized to leave by emergency personnel or UNSW FAC staff.
- Cooperate fully with emergency response procedures.

(c) The Hirer must ensure all Participants are aware of emergency procedures and assembly points prior to commencing their activity.

13.4 Lockdown Procedures

(a) In the event of a lockdown situation, UNSW FAC staff will announce the lockdown verbally throughout the facility and via available communication systems.

(b) Upon lockdown announcement, all persons must immediately:

- Remain calm and follow instructions.
- Move to or remain in the nearest secure room or building.
- Close and lock all doors and gates.
- Move away from windows and doors and sit quietly on the floor.
- Silence mobile phones and electronic devices.
- Remain silent and out of sight.
- Follow all instructions from UNSW FAC staff and emergency services.
- Remain in the lockdown location until expressly authorized to leave by UNSW FAC staff or emergency services.

(c) The Hirer is responsible for accounting for all Participants during and after a lockdown event.

13.5 Evacuation Procedures

(a) In the event of an evacuation, alarms will sound throughout the facility.

(b) Upon hearing the evacuation alarm, all persons must immediately:

- Follow instructions from UNSW FAC staff.
- Evacuate calmly and quickly to designated outdoor assembly areas using the nearest safe exit.
- Not use elevators under any circumstances.
- Assist others who may require help evacuating, where safe to do so.
- Proceed to and remain at the designated assembly point(s) until further instructions are provided.
- Not re-enter the building under any circumstances until authorized by UNSW FAC staff or emergency services.

(c) The Hirer must account for all Participants at the assembly point and immediately report any missing persons to UNSW FAC staff or emergency services.

14. TERMINATION

14.1 Termination by UNSW FAC

UNSW Fitness & Aquatic Centre may terminate this Agreement immediately and without prior notice if the Hirer:

- (a) Fails to make timely payment of any amounts due under this Agreement.
- (b) Fails to comply with any material obligation, term, or condition specified in this Agreement.
- (c) Breaches any provision of this Agreement and fails to remedy such breach within forty-eight (48) hours of written notice (where the breach is capable of remedy).
- (d) Engages in conduct that threatens or compromises the health, safety, or wellbeing of any person.
- (e) Causes or threatens to cause damage to UNSW FAC property, facilities, equipment, or reputation.
- (f) Provides false, misleading, or inaccurate information in connection with the booking.
- (g) Uses the facility for purposes other than those specified in the booking agreement.
- (h) Becomes insolvent, enters into liquidation, or has a receiver or administrator appointed.



14.2 Effect of Termination

(a) Upon termination of this Agreement by UNSW FAC:

- The Hirer must immediately cease all use of the facility.
- The Hirer must immediately vacate the premises and remove all property, equipment, and materials.
- All amounts owed to UNSW FAC become immediately due and payable.
- The Hirer forfeits any prepaid amounts, deposits, or credits.
- UNSW FAC may retain any security deposits or bonds to offset damages or losses.

(b) The Hirer releases UNSW FAC from, and agrees not to hold UNSW FAC liable for, any claims, losses, damages, costs, or expenses incurred as a direct or indirect result of termination, including but not limited to consequential losses, loss of profits, or reputational damage.

14.3 Survival of Obligations

Termination of this Agreement does not affect:

(a) Any rights, obligations, or liabilities that accrued prior to termination.

(b) Any provisions of this Agreement that by their nature are intended to survive termination, including but not limited to indemnities (Section 12), payment obligations (Section 6), and confidentiality obligations.

14.4 Termination Does Not Limit Remedies

Termination of this Agreement does not prejudice or limit any other rights or remedies available to UNSW FAC at law or in equity, including the right to recover damages or seek injunctive relief.

15. FORCE MAJEURE

15.1 Force Majeure Events

UNSW Fitness & Aquatic Centre shall not be liable for any failure, delay, or inability to perform its obligations under this Agreement to the extent such failure, delay, or inability is caused by events beyond its reasonable control (Force Majeure Events), including but not limited to:

- (a) Severe weather conditions, natural disasters, or acts of God.
- (b) Pandemics, epidemics, or public health emergencies.
- (c) Government orders, directions, regulations, or restrictions.
- (d) Utility failures, power outages, or infrastructure failures.
- (e) Acts of terrorism, war, civil unrest, or riot.
- (f) Industrial action, strikes, or labour disputes.
- (g) Fire, flood, earthquake, or other catastrophic events.
- (h) Failure of third-party suppliers or contractors beyond UNSW FAC's control.

15.2 Notification and Resumption

- (a) If a Force Majeure Event occurs, UNSW FAC will use reasonable efforts to notify the Hirer as soon as reasonably practicable.
- (b) UNSW FAC's obligations under this Agreement will be suspended for the duration of the Force Majeure Event.
- (c) UNSW FAC will use reasonable efforts to resume performance of its obligations as soon as reasonably practicable after the Force Majeure Event ceases.
- (d) If a Force Majeure Event continues for more than thirty (30) days, either party may terminate the affected booking by providing written notice to the other party.

15.3 Remedies for Force Majeure

- (a) In the event of cancellation due to Force Majeure, UNSW FAC will issue a credit note for any hire charges paid in respect of the cancelled booking, valid until the end of the calendar year.
- (b) UNSW FAC shall have no liability for any losses, damages, costs, or expenses arising from or related to a Force Majeure Event, including consequential or indirect losses.

16. GOVERNING LAW

16.1 Governing Law

This Agreement is governed by and shall be construed in accordance with the laws in force in New South Wales, Australia.

16.2 Jurisdiction

The parties irrevocably submit to the exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

16.3 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, that provision shall be severed from this Agreement and the remaining provisions shall continue in full force and effect.

17. ENTIRE AGREEMENT

17.1 Entire Agreement

This Agreement, including all schedules, annexures, booking confirmations, and any documents expressly incorporated by reference, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, understandings, representations, warranties, negotiations, and discussions, whether oral or written.

17.2 Amendments and Variations

(a) No amendment, variation, or modification of this Agreement is valid or binding unless made in writing and executed by both parties.

(b) Notwithstanding clause 17.2(a), UNSW FAC reserves the right to amend, update, or supplement these Terms and Conditions at any time by providing written notice to the Hirer.

(c) Material amendments will be communicated to the Hirer at least fourteen (14) days prior to taking effect. Continued use of the facility following notice of amendments constitutes acceptance of the amended terms.

(d) UNSW FAC may implement additional terms, conditions, or requirements for specific bookings, which may be in addition to or in substitution for existing terms. Such

additional terms will be communicated in writing and become binding upon acceptance of the booking.

17.3 Waiver

(a) No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver.

(b) Failure by UNSW FAC to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right to enforce it subsequently.

17.4 Assignment

(a) The Hirer may not assign, transfer, or novate this Agreement or any rights or obligations under it without the prior written consent of UNSW FAC.

(b) UNSW FAC may assign, transfer, or novate this Agreement or any rights or obligations under it without the Hirer's consent.

18. NO TENANCY

18.1 Nature of Relationship

Nothing in this Agreement creates, or is intended to create:

- (a) A tenancy, lease, or any interest in land.
- (b) A partnership, joint venture, or relationship of employment.
- (c) Any relationship of agency or fiduciary duty.

18.2 License Only

The relationship between the parties is solely that of licensor and licensee. This Agreement grants the Hirer a non-exclusive, revocable license to use the specified areas of UNSW FAC for the Hire Period only, subject to the terms and conditions of this Agreement.

SCHEDULE 1 – FEES, CHARGES & PENALTIES

This Schedule sets out fees and charges that may apply to recover reasonable costs incurred by UNSW Fitness & Aquatic Centre (UNSW FAC) as a result of non-compliance with this Agreement, additional services required, or damage to facilities or equipment.

All fees listed are exclusive of GST unless stated otherwise.

A. Cleaning and Damage

1. Facility (court, studio, room, or stadium) left unclean or untidy: \$100
2. Minor equipment damage: Replacement cost + \$25 administration fee
3. Major damage to equipment or non-return of equipment: Replacement cost + \$50 administration fee
4. Excessive cleaning required beyond standard turnover: Cost incurred + \$50 administration fee

B. Booking Misuse and Unauthorised Use

1. Encroachment into another booking period: \$25 per 15 minutes (or part thereof)
2. Unauthorised sub-letting or transfer of a booking: \$500
3. Use of facility outside approved purpose or scope: \$250
4. Failure to vacate the facility at the end of the confirmed Hire Period: \$25 per 15 minutes (or part thereof)

C. Facility Rules and Compliance

1. Lane ropes not returned or pool configuration not reset following aquatic hire: \$50
2. Unauthorised signage, banners, branding, or promotional materials: \$50 per item
3. Photography or filming conducted without prior written approval: \$200
4. Food or beverage brought into restricted areas without approval: \$100
5. Alcohol-related breach: \$500 and immediate termination of the booking

D. Payment-Related Charges

1. Late payment charge: \$100 per fortnight (or part thereof) while an invoice remains unpaid
2. Failed payment or dishonoured transaction fee: \$10 per occurrence



E. Progressive Enforcement

1. Repeated or serious breaches of this Agreement may result in one or more of the following, at the discretion of UNSW FAC:
2. Increased fees or charges
3. Suspension of current bookings
4. Cancellation of future bookings
5. Refusal of future booking requests

F. General

1. Fees and charges outlined in this Schedule are intended to recover reasonable costs associated with administration, staffing, cleaning, repairs, compliance, or operational disruption.
2. Application of a fee or charge under this Schedule does not limit UNSW FAC's right to take further action under this Agreement where appropriate.



SCHEDULE 2 - FACILITY HIRE PRICE MATRIX

Schedule 2 sets out the applicable facility hire prices, including peak and off-peak rates, for all facilities at UNSW Fitness & Aquatic Centre.

| FACILITY BOOKINGS | | | |
|---|------------------|-----------------------------------|------------------|
| Indoor Court - Peak | \$80 p/hour | Indoor Court – Off peak | \$70 p /hour |
| Stadium – Peak | \$160 p/ hour | Stadium – Off peak | \$140 p/hour |
| Courtside Studio | \$40 p/hour | Badminton Courts (1-6) | \$28 p/ hour |
| Judo Room- Peak | \$70 p/Hour | Judo Room – Off Peak | \$60 p/hour |
| Squash Courts (1-4)- Peak | \$28 p/hour | Squash Courts (1-4)- Off Peak | \$22 p/hour |
| Sky Studio – Peak | \$70 p/Hour | Sky Studio – Off Peak | \$60 p/Hour |
| Cycle Room - Peak | \$70 p/Hour | Cycle Room – Off Peak | \$60 p/Hour |
| Indoor Court – Comps & Events | \$120 p/ hour | Courtside Studio - Comps & Events | \$75 p/ hour |
| Stadium – Comps & Events | \$240 p/ hour | Judo Room- Comps & Events | \$75 p/ hour |
| Pool Lane - 25 m | \$40 p/ lane | Pool whole - 25 m (8 lanes) | \$256 p/hour |
| Pool whole – 50 m | Price on request | | |
| GYM & COACH HIRE | | | |
| Instructor / PT Coaches Only | \$150 p/hour | Social Sports Coaches | \$150 p/hour |
| Exercise Physiology Coach | \$200 p/hour | | |
| WELLBEING PROGRAM HIRE | | | |
| Exercise Physiologist led Classes Includes Instructor & Room Hire | | | \$225 p/hour |
| Group Fitness Workshops include Instructor & Room Hire | | | Price on request |
| Yoga Technique & Relaxation Workshops includes Instructor & Room Hire | | | |
| Team Building Workshops includes instructor & Room Hire | | | |
| Wellbeing Seminars includes Instructor & Room Hire | | | |

| | | |
|----------|-------------------------|------------------------|
| Off Peak | Weekdays - 6 AM - 4 PM | |
| Peak* | Weekdays - 4 PM - 10 PM | Weekends - 7 AM - 7 PM |

*Peak rates & surcharges also apply ALL DAY on all public holidays, school holidays

*All prices listed are indicative for the 2026 calendar year and are subject to change. UNSW Fitness & Aquatic Centre reserves the right to review and update pricing structures as needed.

Prices listed in Schedule 2, are inclusive of GST as stated and may be updated in accordance with Section 6.7 of this Agreement



ACKNOWLEDGEMENT AND ACCEPTANCE

By signing this document, the Club/Organization acknowledges and agrees that

1. **Understanding of Terms:** I/We have read, understood, and agree to be bound by all terms and conditions outlined in this Facility Booking Terms and Conditions document.
2. **Booking Confirmation:** I/We understand that the signed quotation serves as the official confirmation letter and is the sole source of truth for all bookings. Any bookings not explicitly mentioned in the confirmation letter are not valid.
3. **Payment Obligations:** I/We agree to comply with all payment terms, including monthly invoice payment rules and deadlines as specified in these terms and conditions.
4. **Cancellation and Refund Policy:** I/We have read and understood the cancellation policy and refund/credit policies and accept the conditions and any applicable fees.
5. **Liability Insurance:** I/We confirm that we will maintain valid and current liability insurance coverage for the entire duration of our bookings and will provide updated certificates as required.
6. **Communication Protocol:** I/We agree to follow the specified mode of communication for all booking-related matters as outlined in these terms and conditions.
7. **Modification Requests:** I/We understand that any changes or modifications to confirmed bookings will only be valid upon receipt of a new confirmation letter issued by Team Booking UNSW FAC.
8. **Authority to Sign:** I/We confirm that the signatory has the authority to bind the Club/Organization to these terms and conditions.
9. **Compliance:** I/We agree to comply with all facility rules, regulations, and policies during the use of booked facilities.

Club/Organization Name: _____

Authorized Signatory Name: _____

Position/Title: _____

Signature: _____

Date: _____