

## **Booking Terms and Conditions**

### **Booking Conditions**

These Booking Conditions contain important information. It is essential that they are carefully read and understood. These Booking Conditions constitute a legally binding contract between the Hirer and the Runaway Bay Sport & Leadership Excellence Centre (RBSLEC), also known as the BLK Performance Centre (BLKPC).

### **1. General**

a) The RBSLEC may in its absolute discretion, place additional Terms and Conditions (including additional payment terms) as required prior to accepting a tentative booking. If additional Terms and Conditions are required, then the potential Hirer will be advised of this by RBSLEC and the potential Hirer must confirm that they agree to these additional Terms and Conditions and wish to proceed with the tentative booking prior to RBSLEC accepting a tentative booking and issuing a deposit invoice to the potential Hirer.

b) These terms and conditions are governed by the laws of Queensland. If any part of these terms or conditions are determined to be invalid, unlawful or unenforceable wholly or to any lesser extent, such terms or conditions shall be severed from the remaining terms and conditions which will remain valid.

c) The Hirer consents to abide by the RBSLEC rules as published from time to time and in force at the Arrival Date.

### **2. Booking Process**

a) 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 RBSLEC.

b) Through making payment of a deposit, 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.

c) Acceptance of the tentative booking by RBSLEC will be confirmed upon receipt of the full deposit payment. A contract comes into existence on the date shown on the booking receipt. Full booking details will be detailed on the booking confirmation.

d) A program of intended use of facilities or itinerary is required at your earliest possible convenience to enable a coordinated approach to allocation of space due to limited facility accessibility, especially during peak periods.

e) Final facility and service requirements and amendments should be confirmed four weeks prior to arrival.

### **3. Fees and charges**

#### **3.1 Payments**

a) The RBSLEC may, at its absolute discretion, place additional payments terms on a booking in according with clause 1(a) above.

b) Credit card payments have a \$3,000 limit per booking. Payments over \$3,000 incur a 1% surcharge of total payment.

c) Payment details are listed on the deposit invoice or tentative quote.

d) Full payment is required 14 days prior to arrival. Guests may not be provided access to the RSBELC if booking is not paid in full prior to arrival.

e) Any additional charges added to the booking while on site are required to be paid for at departure.

#### **3.2 Deposits**

a) A minimum \$500 deposit (\$250 minimum for facility or service only bookings) or 15% deposit (whichever is greater) of the total booking is required within 14 days of the deposit invoice. This deposit will secure specified rooms and/or lodges, meals and facilities detailed in the quote and invoice. If payment of the deposit is not received within 14 days, the tentative booking will lapse.

b) Full payment is required if booking is made less than one month prior to arrival.

c) For bookings that include accommodation a second deposit of 50% (of total accommodation, facilities and food and beverage) is required 90 days prior to arrival.

d) The RBSLEC may, at its absolute discretion, request the payment of a deposit up to the value of the booking. If an additional deposit is payable then the Hirer will be advised of this on the deposit invoice or tentative quote (clause 1(a)).

#### **3.3 GST**

All prices are inclusive of GST unless otherwise stated.

Tax Invoices including GST totals are issued after the service has been provided.

GST is not applied to deposits or instalments as detailed in [DEPARTMENT OF EDUCATION & TRAINING GST MANUAL \(page 43\)](#)

#### **3.4 Pricing Variations**

a) A CPI price rise occurs January of each year.

b) A 10% surcharge is applicable for all Public Holidays.

#### **3.5 Payment Methods**

Cash: Cash payments will not be accepted without prior approval from management.

Electronic Funds Transfer (EFT): Payments by electronic transfer can be made using the following details. Please also provide remittance details along with an EFT payment to [reservations@sportssupercentre.com.au](mailto:reservations@sportssupercentre.com.au) or facsimile (07) 5500 9989.

Branch No (BSB): 064 471

Account No: 103 969 59

Swift Code: CTBA AU 2S

Account Name: Runaway Bay Sport  
& Leadership Excellence Centre  
Commonwealth Bank

Address: Shop 60 Runaway Bay Centre  
Cnr Bayview Street & Lae Drive,  
Runaway Bay QLD, 4216

Reference: Event number (supplied on invoice)

Please check international bank fees associated with

payments to Australia. Traditionally a bank fee to transfer funds internationally is implemented by the bank and is the responsibility of the group to pay. This needs to be included in addition to the overall balance.

Australian Cheque: Payments by cheque are to be made payable to Runaway Bay Sport & Leadership Excellence Centre, clearly indicating the group name and arrival date and addressed to:

**Group Sales Manager  
Accommodation Department  
BLK Performance Centre**

**PO Box 294, RUNAWAY BAY QLD 4216**

Credit Card/EFTPOS: Payments by credit card or EFTPOS can be made by contacting the Accommodation Department. Authorisation will need to be provided using the 'Credit Card Authorisation Form'. Once payment has been processed a customer copy of the receipt will be provided with a payment receipt. The RBSLEC accept MasterCard, Visa and EFTPOS. Please note AMEX and Diners cards are not accepted by the RBSLEC. Credit card payments have a limit of \$3,000 per booking. Payments over \$3,000 incur a 1% surcharge of total credit card payments as per clause 3.1(b).

### 3.5 Credit on Accounts

a) Should a credit be left on the group account after the completion of the booking, the Hirer or Representative may nominate to have the credit refunded, transferred to another booking (once only) or alternatively held as a deposit for a future booking.

b) The Hirer will have 12 months to contact the RBSLEC to arrange a new booking. Should the credit not be processed within 12 months, the credit will be forfeited.

## 4. Reassessments & Cancellations

Reassessments and cancellations must be made in writing and in accordance with the following tables and provisions:

### 4.1 Event and facility only bookings

#### Payments & Reassessments Schedule

TIMING*	HOW MUCH
<b>WITHIN 14 DAYS OF THE DEPOSIT INVOICE – DEPOSIT DUE</b>	Initial deposit is due – a minimum of \$250 or 15% of total facility and services booked (whichever is greater)
<b>30 DAYS PRIOR TO EVENT</b>	Any reduction in facility bookings will incur a 50% cancellation charge.
<b>14 DAYS PRIOR TO EVENT</b>	Any reduction in facility bookings will incur a cancellation charge of 100% of cancelled facility hire value and 50% of total food and beverage charges.

\*Any decision made after the allocated (30 or 7) days, will revert to the next decision date.

#### Cancellation Schedule

TIMING	HOW MUCH
<b>OVER 90 DAYS</b>	\$150 admin charge when deposit paid.

<b>WITHIN 61-90 DAYS OF EVENT</b>	Deposit non-refundable and will be forfeited.
<b>WITHIN 31-60 DAYS OF EVENT</b>	Forfeit 30% of total facility charges, less any deposit already paid.
<b>WITHIN 15-30 DAYS OF EVENT</b>	Forfeit 50% of total facility charges, less any deposit already paid.
<b>WITHIN 14 DAYS PRIOR TO EVENT</b>	Cancellation charge of 100% of total facility charges, less any deposit already paid.
<b>WITHIN 7 DAYS PRIOR TO ARRIVAL</b>	Cancellation charge of 100% of the total facility charges and 50% of total food and beverage charges, less any deposit already paid.

### 4.2 Accommodation bookings

#### Payments & Reassessments Schedule

TIMING*	HOW MUCH
<b>WITHIN 14 DAYS OF THE DEPOSIT INVOICE – DEPOSIT DUE</b>	Initial deposit is due – a minimum of \$500 or 15% of total accommodation, facility and services booked (whichever is greater)
<b>90 DAYS PRIOR TO ARRIVAL</b>	Second instalment due - 50% of total costs. Scheduled facility use confirmed. A 10% room reduction is allowed without charge. Any room cancellations in excess of this will incur a cancellation fee of 5% of cancelled Lodges/Rooms.
<b>61-89 DAYS PRIOR TO ARRIVAL</b>	A 10% room reduction is allowed without charge. Any room cancellations in excess of this will incur a cancellation fee of 10% of cancelled Lodges/Rooms.
<b>31-60 DAYS PRIOR TO ARRIVAL</b>	A 10% room reduction is allowed without charge. Any room cancellations in excess of this will incur a cancellation fee of 30% of cancelled Lodges/Rooms
<b>15-30 DAYS PRIOR TO ARRIVAL</b>	Any room reduction will incur a cancellation fee of 50% of cancelled Lodges/Rooms <b>CONDITION OF BOOKING REQUIRES FULL PAYMENT BE RECEIVED 14 DAYS PRIOR TO ARRIVAL</b>
<b>14 DAYS PRIOR TO ARRIVAL</b>	Any room reduction will incur a cancellation fee of 100% of cancelled Lodges/Rooms

\*Any decision made after the allocated (90/60 or 14) days, will revert to the next decision date. No combining of the 'room reduction allowance' is permitted.

#### Cancellation Schedule

TIMING	HOW MUCH
<b>OVER 180 DAYS</b>	Deposit non-refundable and will be forfeited
<b>WITHIN 61-179 DAYS OF ARRIVAL</b>	Cancellation charge of 10% of the total accommodation charges, less any deposit already paid.
<b>WITHIN 31-60 DAYS OF ARRIVAL</b>	Cancellation charge of 25% of the total accommodation charges, less any deposit already paid.

<b>WITHIN 15-30 DAYS OF ARRIVAL</b>	Cancellation charge of 50% of total accommodation charges, less any deposit already paid.
<b>WITHIN 14 DAYS PRIOR TO ARRIVAL</b>	Cancellation charge of 100% of the total accommodation and facility charges and 50% of total food and beverage charges, less any deposit already paid.

**4.3 Additional cancellation terms and conditions**

- a) Any cancellation fee must be paid within fourteen (14) days of notification to the RBSLEC.
- b) Total accommodation charges, facility charges and food and beverage charges refers to the initial quoted cost.
- c) Any excessive reassessments may incur an admin or amendment fee and is at the discretion of the RBSLEC management.
- d) If the Hirer fails to check-in on the dates in accordance with the booking made, or if check-in occurs but booking is terminated early so as to depart the Centre at an earlier date, the Hirer will not be entitled to a refund of any amount and the above cancellation charges will apply in accordance with clause 4.2.
- e) If the Hirer fails to turn up to utilise booked facilities on dates in accordance with the bookings made, the Hirer will not be entitled to refund of any amount and above cancellation charges will apply in accordance with clause 4.1.
- f) The RBSLEC, at its absolute discretion, may cancel a booking at any time. If the RBSLEC cancels a booking, the Hirer will be notified by phone or email in accordance with the contact details provided in the booking form and will be provided with a full refund of the fees paid.
- g) The RBSLEC will not be liable for any loss or damage arising out of the cancellation of the hiring by RBSLEC.
- h) The RBSLEC, at its absolute discretion, may consider requests for special consideration around the terms and conditions that apply to variations and cancellations prior to event or on the arrival date. All requests for special consideration must be made in writing.

**5. Accommodation**

**5.1. Allocation of Accommodation**

- a) Allocation of accommodation is at the discretion of the Centre Manager and is subject to the availability and suitability of accommodation for the booking group.
- b) The number of guests staying in a room is limited to the amount specified in the booking confirmation. If accommodation for additional guests is required, please call 07 5500 9988 immediately.
- c) Additional rooms are subject to availability.
- d) An accommodation room allocation form must be submitted to the RBSLEC in writing four weeks prior to arrival to ensure the RBSLEC staff are aware who is staying in each room for safety and security reasons.
- e) Accommodation is quad-share and twin-share therefore, males/females, coaches/athletes and teachers/students (minors) need to be in such a ratio as to avoid the sharing of bedrooms where required (8 bedrooms per lodge plus 2

supervisor rooms). The Group Leader is responsible for all lodge/room allocations specified under booking and detailed in final quote or invoice.

- f) Please be mindful when booking individual rooms as other groups may book other available rooms within the same lodge resulting in shared bathrooms and common areas. The RBSLEC staff will liaise with individual groups whom are sharing lodges to ascertain appropriate room allocations. Both groups will be notified regarding any lodges which have shared room bookings. Full lodge bookings will ensure exclusive access to entire lodge.
- g) Lodge 1, 2, 3, 4, 5, 6 and 9 have a bunk style arrangement in the quad-share rooms and twin ensuite rooms have single beds (extended legs).
- h) Lodge 7 and 8 have a twin-share arrangement with rooms 1 to 8 (king size single beds) and rooms 9 and 10 (single extended leg beds).
- i) Please click link for layout of lodges - [All Lodges](#)

**5.2 Check-In**

- a) Unless otherwise advised, check-in to the Centre by the Hirer and its Representatives is available after 2.00pm on the Arrival Date.
- b) Upon arrival, the Group Leader or Manager will be required to read and sign the RBSLEC terms and conditions and present their confirmation of understanding and acceptance.
- c) Please inform the RBSLEC if an early check-in is required. The RBSLEC will try to accommodate if possible. Additional charges may apply.

**5.3. Check-Out**

- a) Unless otherwise advised, check-out of the Centre by the Hirer and its Representatives is required before 10.00am on the day of departure.
- b) Please inform the RBSLEC if a late check-out is required. The RBSLEC will try to accommodate if possible. Additional charges may apply.
- c) The following fees will be charged for check out later than this time:
  - \$20 per room surcharge per hour for each hour after check out until 2.00pm; and
  - full daily rate for the following day, if check-out is later than 2.00pm.
- d) Prior to departure, all facilities used by your group will be checked. Any damage will be charged to your group at this time.

**5.4 Accommodation Specific Information**

- a) Supervision for groups consisting of minors (under 18) are to be a minimum of 1 adult for every 20 members of a group. Notification and approval from the RBSLEC management is required for variation of this ratio.
- b) Linen is provided in all rooms.
- c) Towels will be supplied to coach rooms only - coaching staff allocated into Rooms 9 + 10 (and any other rooms occupied by adults) will receive towels. It is the responsibility of the group to inform the RBSLEC of any adults occupying rooms 1 to 8.

d) International groups will receive towels as part of the booking.

## 6. Event and Facility Bookings

### 6.1 Arrival

Upon arrival, the Hirer or Representative will be required to attend an induction, read and sign the RBSLEC terms and conditions and present their confirmation of understanding and acceptance.

### 6.2 Departure

a) At the completion of the event or facility booking the Hirer or Representative must make contact with the RBSLEC Duty Manager or Track Manager prior to departure.

b) The RBSLEC Duty Manager or Track Manager will assess facilities booked to make sure facilities are clean and tidy (including all rubbish removed and placed in appropriate bins), all equipment hired through RBSLEC is returned and there is no damage to facilities or equipment.

c) Charges will apply if the facility is not left in an acceptable manner, equipment is not returned or there are damages to facilities or equipment. These charges will be a debt due and owing to the RBSLEC.

## 7. Use of Facilities

### 7.1 Hire Area and Facility Usage/Facility Bookings (General)

a) The Hirer will only be entitled to use the part or parts of the Centre as specified in the booking and must vacate the hired area at the time agreed with the Centre.

b) The Hirer acknowledges that the RBSLEC may hire areas of the Centre to other users at the same time.

c) The facilities at the Centre may include the swimming pools (50M & 20M), volleyball courts, basketball courts, gymnasium, track and field, studio, activity areas, dining hall and meeting rooms. The use of all Facilities is subject to availability and a booking.

d) All guests under the age of 18 years must be accompanied and supervised by a responsible adult.

e) All guests must be over 13 years of age to use the gym.

f) Guest's use of the facilities is at their own risk.

g) Facility bookings can be requested through the Accommodation Department.

h) Facility bookings can be requested any time after the full payment of the deposit.

i) Priority usage for facility bookings will be given to the following user groups in order:

- High performance groups, major events and whole of site bookings;
- Seasonal community use;
- Sports Camp/School bookings; and
- All other confirmed bookings.

j) RBSLEC reserves the right to refuse facility bookings if they disadvantage other users of the Centre.

k) Exclusive use of the facilities is not guaranteed.

l) RBSLEC will provide confirmation of facilities booked four weeks prior to the Arrival Date.

### 7.2 Areas off Limits

Guests are strictly not to enter:

- Accommodation areas not allocated to the group;
- Swimming pools, gym and track and field unless booked through the Accommodation Department;
- Members bathroom areas;
- Equipment storage areas;
- Trackside Bistro kitchen; and
- Other restricted areas as signed for safety reasons.

### 7.3 Footwear and Spike Rules – Athletics Stadium

a) Standard running shoes with soft bottoms are conducive to use on the track;

b) The RBSLEC only permit 'Pyramid' or 'Christ Tree' spikes (also called compression tiered spikes) to be used on the track for athletic activity. NOTE: 'Needle' or 'Pin' spikes are strictly not permitted.

c) Maximum length spikes are essential to performance and track longevity:

- Running activity maximum of 7mm
- Throw and jump activity maximum of 9mm

d) Any groups or individuals using footwear outside these guidelines will be liable for any damages.

### 7.4 General and Footwear Rules - Hockey Field

a) The following general rules apply to the usage of the hockey field:

- No smoking;
- No animals;
- No food or drink on the pitch surface (water excepted);
- No chewing gum;
- No spitting;
- No glass containers or bottles;
- No sharp tags or boots;
- No standing or swinging on gates and fences;
- No stiletto heeled shoes;
- No studs or cleats.

b) Standard running and hockey branded shoes with soft bottoms are conducive to use on the hockey field.

### 7.5 Poolside Rules

a) It is the Hirer's responsibility to supervise students at all times with pool qualified staff.

b) No streamers, body paint or hair dye/sprays/paint of any form is allowed on-site. These products can cause issues with our cleaning system.

c) Band-Aids must not be used in the pool unless prior authorisation from the RBSLEC staff. Band-Aids can cause blockages in the pool system and can cause unhygienic issues.

d) Guests must adhere to the poolside rules specified on the pool deck.

### 7.6 Parking

a) On-site parking is subject to availability

b) For guest with an accommodation booking a maximum of 2 cars per lodge is permitted. Car parks are not allocated. In-house guests must park in the front carpark or western carpark area.

c) For events and facility bookings there are approximately 145 car parks located in the Western Carpark area.

d) Bus parking is available onsite and must be arranged prior to arrival.

#### 7.7 Prohibited Items

a) The following items are not allowed within the RBSLEC: firearms, fireworks, prohibited substances, offensive items, illicit drugs, toxic substances, weapons, pets/animals and unauthorised visitors.

b) The following items are not allowed to be used within the RBSLEC: bicycles, mini-scooters, skateboards, blades and/or roller-skates.

#### 7.8 Smoking / Consumption of Alcohol

Smoking is not permitted within the RBSLEC (including all buildings and grounds). Any smoking must be at least 5m away from the RBSLEC boundary fence. Alcohol may not be brought into or consumed in any areas of the Centre, including all buildings and grounds.

#### 7.9 Cleaning

Guests must keep the room/lodge/facility tidy and in good order. Should additional cleaning to the room/lodge/facility (above the normal level of cleaning) be required there will be a charge for the additional cleaning, which will be a debt due and owing to the RBSLEC as stated on the 'House Rules' document.

#### 7.10 Damages or Breakages

Damages or breakages to the accommodation, facilities, equipment or Centre must be reported to Reception or the Duty Manager. Charges for damages or breakages may be issued. You will be provided with an invoice for these charges which will be a debt due and owing to the RBSLEC.

#### 7.11 Swipe Card, Aircon Remotes and TV Remotes

The swipe cards issued at check-in must be returned on check-out. Any lost or damaged swipe cards, aircon remotes and/or TV remotes will incur a \$50 charge per item. These charges which will be a debt due and owing to the RBSLEC as stated in the 'House Rules' document.

#### 7.12 Toilet / Change Facilities

Please notify the RBSLEC if the event or facility booking will produce over 1,000 participants and/or spectators as there may be additional charges. Should extra facilities be required due to the size of the event staged, the Hirer shall be responsible for the supply and removal of the portable toilets required for the staging of an event.

#### 7.13 Hirer's Equipment

a) All property brought or placed upon the Facility by the Hirer, or any person under or through the Hirer, shall be and remain at all times at the sole risk of the Hirer or that person. The Centre shall not be responsible for any loss or damage to any such property, whether occurring by accident, wilful act or omission, failure of electricity or other plant or equipment the property of or supplied by the Centre.

b) Equipment owned by Hirers or other persons associated with either the event or the Hirer shall be removed from the site immediately upon the conclusion of the event.

c) Tents or shade structures must be approved by the RBSLEC and erected with weights and not stakes for approved events.

#### 7.14 Marquees or other Portable Shade Structures

The following conditions apply for erecting marquees or other portable shade structures on site:

- Portable marquees will require a minimum of 40kg weight per leg for a 3mx3m structure and 60kg per leg for 4mx5m or 6mx3m structures.
- Marquees shall not be erected without the minimum weights required
- Alternatively adequate pegging into the ground with a minimum tent peg length of 300mm (approval required by the RBSLEC staff to use pegs on-site)
- Marquees to be brought down if winds reach 32kmh or at the discretion of the RBSLEC staff
- No marquees are to be erected on site unless they meet the minimum standards mentioned above

#### 7.15 First Aid Room and Incident Reporting

a) The RBSLEC First Aid Room is located in Ron Clarke Way.

b) All incidents that occur on-site must be reported to a RBSLEC staff member and a RBSLEC incident report completed by the Hirer or Group Manager. This includes any incident where a relevant guest becomes sick or an incident causes injury, distress or illness.

c) Any group using the First Aid Room must notify RBSLEC staff and there must be an adult supervising the injured or sick individual at all times.

#### 7.16 Ambulance Emergency

a) Should the Hirer, or Group Manager call for an ambulance while onsite, please contact the Duty Manager as soon as possible so access can be made available.

b) International guests may be charged to pay for ambulance.

c) The RBSLEC management or duty manager have the right to call an ambulance for anybody on site.

#### 7.17 Searches/ASADA

a) The Hirer acknowledges and agrees that authorised representatives of the ASC, ASADA or any other relevant drug testing organisation may, at any time and without prior notice, enter the Facilities to conduct any random or targeted search authorised by the ASC or ASADA for any purpose, including searching all property within the Facilities, and remove any goods, materials, documents, electronic information or substances they believe to be evidence of a possible breach of the ASC Anti-Doping Policy, any other anti-doping policy, this agreement or any law.

(b) The Hirer must comply with all reasonable directions given to the Hirer by authorised representatives of the ASC or ASADA during any search conducted under clause 7.17(a), including to ensure that any Facilities Users remain present for the duration of the search.

(c) The Hirer acknowledges and agrees that evidence of the results of a search conducted under clause 7.17(a) or the seizure of any goods, materials, documents, electronic information or substances under clause 7.17(a) may be used against the Hirer and any Facilities Users in any investigation or proceeding.

(d) The Hirer acknowledges and agrees that the ASC or ASADA may disclose the results of a search conducted under clause 7.17(a), and provide the items seized under clause 7.17(a), to each other and to any law enforcement agency, other relevant government agency, the Australian Olympic Committee, the World Anti-Doping Agency, the Court of Arbitration for Sport, any relevant state, territory, national or international sporting federation and any other relevant national anti-doping organisation.

e) The First Aid Room may be utilised by ASC or ASADA for any athlete testing which has an adjacent bathroom for athletes or officials to use for private screen testing. RBSLEC staff must be notified when ASC, ASADA or any other relevant drug testing organisation are on-site.

#### **7.18 Catering**

a) All arrangements for the provision of food and drink shall be provided by the RBSLEC as specified in the Booking Confirmation, unless otherwise approved by the RBSLEC to be provided by the Hirer as specified in the Booking Confirmation.

b) All catering requirements must be confirmed by the Hirer at least four weeks prior to arrival. The catering requirements may include, but are not limited to: the number of guests requiring catering, menu selections and dietary requirements.

c) The RBSLEC cannot guarantee that catering requirements not confirmed by this time or changed within four weeks prior to arrival will be fulfilled.

d) Normal dining hours are specified in the Trackside Bistro menu. Any variations outside these times or special meal requests may incur additional charges.

e) While on site 72 Hours' notice is required for cancellation of ANY meals. Otherwise no refund is available.

#### **7.19 Merchandising**

(a) The RBSLEC grants to the Hirer the right to sell Merchandise at the Event within the Facilities, subject to the approval of the RBSLEC as specified in the Booking Confirmation.

(b) The Hirer agrees to pay the RBSLEC the fee or commission on Merchandise sold at the Event as specified in the Booking Confirmation.

#### **7.20 Unaccompanied Minors**

All guests under the age of 18 must be accompanied by a responsible adult. If a guest is found to be a person under the age of 18 who is not accompanied by a responsible adult, the RBSLEC may immediately cancel the guest's booking and the full booking amount will be forfeited. It is the groups responsibility to supervise minors at all times.

#### **7.21 Excess Luggage/Deliveries**

Please inform the RBSLEC staff if any packages will be sent to the RBSLEC. Charges may apply for any luggage, equipment or packages sent to the RBSLEC which require the RBSLEC staff to move and/or store on-site. Please discuss with the Accommodation Department any associated charges.

#### **7.22 Photographer**

a) The RBSLEC occasionally take pictures/videos for RBSLEC promotional purposes, including (but not limited to) online, printed material and press release. If any member of the group does NOT wish to appear in any such photograph/video please let the RBSLEC know in writing prior to your arrival, and once at RBSLEC ensure that RBSLEC staff facilitating your booking is made aware of any such restrictions.

b) Any photography on-site is restricted to Hirer's group only. Photography of other facility users or staff is not permitted without prior consent.

#### **7.23 Activity and Program Terms and Conditions**

The following booking conditions apply to activities and programs run by the RBSLEC:

- Minimum charge 20 people per activity unless otherwise stated.
- Please enquire for prices if you have a smaller group.
- All pricing and information is based on a minimum numbers listed - Monday to Friday.
- Weekend and public holiday rates apply and vary on some activities.
- Additional coaching staff are available upon request. Pricing on application.
- All activities run for approximately one hour unless stated otherwise.
- Activities are subject to facility and instructor availability.
- Prices for external activities may have changed in price since this document was printed. The RBSLEC will endeavour to notify of the Hirer or Representative of any changes.
- Participants must wear enclosed shoes at all times and bring comfortable clothing, hat, sunscreen and a full water bottle to all activities.

b) The Hirer's participants have voluntarily chosen to participate in the Activity. The Hirer and their representatives and participants understand it may involve physical activity of a strenuous nature, and that there are inherent risks in all aspects of physical activity, including injury and death. The Hirer, its representatives and the participants knowingly assume all of the inherent risks of the activity. On behalf of the participants, the Hirer waives any and all claims the participant or the Hirer may have against the RBSLEC and its Representatives.

#### **7.24 Credit Card Details**

Credit Card details are required prior to arrival as a security deposit to cover any damages and/or extra charges.

#### **7.25 Booking Obligations**

All guests associated with this booking are to follow the Centre's code of ethics at all times. Management reserve the right to refuse entry and booking hire agreement arrangements at their discretion. Inappropriate conduct or behaviour towards staff, members or other guests will result in suspension or cancellation of the booking and/or hire agreement.

**7.26 Qualifications**

All staff associated with the booking must attain and provide the RBSLEC, when requested, confirmation that all staff hold relevant valid qualifications, certificates and legal requirements to facilitate adult or school aged programs and events on-site at the RBSLEC.

**7.27 Risk Assessments**

The RBSLEC risk assessments can be found on the following link: <http://www.blkperformancecentre.com.au/forms/> Please ask the RBSLEC for any specific risk assessments not listed on the attached link. Any groups or individuals conducting events on-site must provide risk assessments to the RBSLEC relating to event.

**7.28 Media Approval**

Any media organised on location at the RBSLEC requires media approval from the RBSLEC Marketing Officer. No media will be permitted on-site at the RBSLEC without prior approval.

**7.29 Security**

- a) The Hirer acknowledges and agrees that camera surveillance operates within the RBSLEC. Information obtained through this surveillance may be used for investigations as to the alleged breaches of these conditions, to ensure public safety and for the investigation and prosecution of criminal offences or security breaches. Footage will only be accessed by persons authorised to do so.
- b) Should an incident occur, the Hirer acknowledges and agrees that footage may be provided to the Queensland Police Service for law enforcement purposes.
- c) Personal information will not be given to any other person or agency unless authorised or required by law.

**7.30 Drones**

Any commercial entity wanting to operate drones within the RBSLEC must abide by the following conditions:

- Hirer must seek prior approval from the RBSLEC management
- Comply with all regulations outlined by the Civil Aviation Safety Authority (CASA) 1998, including the Standard Operating Conditions which specify where and when drones can be operated
- Operating Conditions which specify where and when drones can be operated
- Ensure the general community is sufficiently notified of any operation
- Ensure that an appropriate risk assessment is undertaken and provided to the RBSLEC to ensure the welfare of staff and students operating drones and third parties.

**7.31 Wi-Fi Access**

- a) Upon arrival the Hirer may request access to the wi-fi network for guests. Please contact the Event/Accommodation department to discuss associated charges and obtain login details for the wi-fi.
- b) All wi-fi users are bound by the RBSLEC's wi-fi terms and conditions.

- c) The RBSLEC will take reasonable action to provide reliable, secure and stable access to the guest wi-fi, but does not guarantee that the guest wi-fi will be continuous, fault-free, secure or accessible at all time.

**7.32 Additional Charges**

Additional charges may apply for:

- The use of the RBSLEC forklift;
- The use of the RBSLEC buggy;
- Traffic control for large events;
- Extra RBSLEC staff to cater for large events and cleaning; and
- Any additional requests outside standard booking may incur additional fees.

**7.33 Traveler Accommodation Providers (Liability) Act 2001**

To the extent permitted by law, the RBSLEC will not be liable for any loss or damage of guest property. Guests are responsible for ensuring the security and safety of their property at all times.

**7.34 Closure of Facilities**

- a) The RBSLEC reserve the right to close any of our facilities (including fields etc) at late notice due to inclement weather, damage to facilities or health and safety concerns.
- b) The RBSLEC reserve the right to cancel or reschedule facility bookings due to special events or to cater for elite group bookings (no charge to group booking).

**7.35 Booking Amendments**

- a) All amendments must be made in writing.
- b) As changes often involve a significant amount of time to amend and re-cost, the RBSLEC reserve the right to charge an amendment fee for each change requested, especially with regards to late activity program changes. Late changes affect staffing, facility availability and re-scheduling of already booked activities and programs.
- c) Charges will apply for programs amended or cancelled with less than 24 hours' notice. Where cancellations occur due to unsafe or severe weather conditions, in this instance, the activity will be re-scheduled or cancelled with a refund.

**8. Rules and Directions**

- a) All guests must comply with:
  - The Terms and Conditions of Use (outlined below);
  - Other rules of use displayed at the Centre (including the 'House Rules' document and evacuation procedures provided on arrival);
  - Any facility terms and conditions and/or guidelines associated with booking ; and
  - Any reasonable directions of the Centre Manager, regarding the use of the Centre.
- b) The Centre reserves the right to change the Terms and Conditions of Use that apply to the use of the Centre at any time. The Centre Manager may eject from the Centre any person who, in his or her opinion, is behaving in a disorderly, disruptive or dangerous manner for such period as will be determined by the Centre Manager.

c) At all times the Hirer and its Representatives are responsible for the behavior and actions of themselves and their guests at the Centre

### 9. Work, health and safety

The Hirer must:

- (a) Comply with its obligations under any applicable WHS law, and must ensure, so far as is reasonably practicable, that all facility users comply with their obligations under any applicable WHS law;
- (b) Consult, co-operate and co-ordinate with the RBSLEC in relation to their respective work health and safety duties;
- (c) If requested by the RBSLEC, give all reasonable assistance to the RBSLEC, including by way of provision of information and documents, to assist the RBSLEC and its officers to comply with the duties imposed on the RBSLEC and its officers by the WHS Act and to consult with workers who are, or are likely to be, directly affected by a matter relating to work health and safety; and
- (d) Comply with any direction by the RBSLEC to take specified measures in relation to the Event that the RBSLEC considers reasonably necessary to deal with an event or circumstance that has, or is likely to have, an adverse effect on the health or safety of persons. The Hirer is not entitled to an adjustment to the Hiring Fee, or to be reimbursed for any additional costs, expenses or taxes, merely because of compliance with the direction.

### 10. Liability

- a) To the extent permitted by law, the RBSLEC:
  - 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 Centre or the booking or, use of the Centre; and
  - makes no warranty or representations as to the fitness or suitability of the Centre and its facilities.
- b) The Hirer will be responsible for the cost of any actions taken by the Hirer, its representative or guests causing any loss, breakage of or damage to any equipment, accommodation or facilities of the Centre.
- c) The hirer acknowledges that it has inspected the facility and has made its own determination as to the suitability of the facility provided.
- d) Public Liability is entirely at the risk of the Hirer and evidence that a policy to the value of \$20 million is in place covering the event must be supplied to the RBSLEC prior to any event or facility booking staged with the Centre.

### 11. Use of information

The Hirer consent to and authorizes the RBSLEC to collect, use and disclose its personal information for the purpose of administering the booking and providing any services associated with the booking. The RBSLEC will not provide or disclose the information provided to any person outside the RBSLEC without the Hirer's prior written consent unless required or permitted by law.

### 12. Entirety

This agreement supersedes all other communications and representations made in connection with this event.

### 13. Statutory Requirements

The Hirer shall comply with and observe, at all times, the requirements of all statutes and of all orders and regulations of any relevant authorities relating to the Hirer's use of the Facility and all requirements and other lawfully given or made by any public body or authority relating to use or occupation, within the time limited by such notice or order, and shall not do or omit to do any act or thing whereby the Centre may become liable to pay any penalty or bear any expenses as a result of any such act or omission.

### 14. Indemnity

The Hirer agrees to hold harmless and indemnify the Runaway Bay Sport & Leadership Excellence Centre (RBSLEC) from and against any loss, damage, expenses, payments, costs (including costs of any settlement), claim, demand, action or proceeding that may be made against or incurred by the RBSLEC arising out of or in relation to the negligent performance of your obligations or failure to perform your obligations under this contract.

### 15. Force majeure

If either the Hirer or the RBSLEC is unable to wholly or in part to carry out any of its obligations under this agreement due to industrial disturbances, accident, governmental restriction, act of God, war, fire, shortage of suitable materials or any other cause beyond the reasonable control of that party, the prevented party must give prior notice in writing of such an occurrence to the other party and to the extent of the inability, the prevented party will be excused from its obligations under this agreement.

### 16. Authority

By signing below and initializing, the parties acknowledge and accept the terms and conditions herein set out and warrant that they have sufficient authority and power to enter into this agreement on behalf of the company or organisation they represent.

I hereby agree to the above mentioned Terms & Conditions:

Signed on behalf of

.....

Main Contact/Hirer: .....

Group Leader/Title: .....

Signature: .....

Date: .....



Signed for the  
**STATE OF QUEENSLAND** (represented by the Department of  
Education and Training through the Runaway Bay Sport and  
Leadership Excellence Centre)

Main Contact: Ranfurly Hockey  
Title: Manager – Group Sales / Accommodation / Events

Signature:

Date:

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