



Terms and Conditions of Use of Sporting Fields

The Royal Botanic Garden and Domain is a unique and deceptively fragile environment. Your fees contribute to its upkeep in addition to Trust Horticultural, Scientific and Educational programs. We ask for your care and consideration while conducting your sporting activity. Please note the following important information and conditions.

By using the Sporting Fields, you agree to be bound by the following Terms and Conditions.

1. Definitions

You means the person or persons hiring or using the Sporting Fields and related facilities.

Regulations means the *Royal Botanic Gardens and Domain Trust Regulation 2020*.

Sporting Fields means the sporting fields located within the Royal Botanic Garden and Domain.

Trust means the Royal Botanic Gardens and Domain Trust, a corporation constituted under the *Royal Botanic Gardens and Domain Trust Act 1980*, being the owner of the Sporting Fields.

2. Cancellations

2.1. Cancellations by you due to non-weather related reasons need to be done in writing and an administration fee equivalent to 1 hour hire will be charged.

2.2. The Trust reserves the right to cancel a booking or close the fields if:

2.2.1. In the opinion of the Executive Director (or his or her nominated representative) the sports field is unsafe for use;

2.2.2. In the event of urgent remedial work, as determined by the Trust;

2.2.3. Where a facility is not being used for the nominated purpose.

2.2.4. Following significant weather event (such as heavy rain) where the fields are waterlogged.

3. Catering

3.1. If you serve alcohol and/or catering on site, an additional fee will apply (please advise the Trust). Barbecues are **NOT** permitted in the Domain. Hot water, oil, fat, ice, or dry ice must not be tipped on the grass. Provision must be made by you for correct disposal of all waste.

4. Cleaning

4.1. The area used for your game is not to be damaged and **MUST** be left clean and tidy. Your presence on site indicates that you accept liability for any damage to property caused by your party. All litter must be removed or placed in bins provided.

4.2. You are responsible for ensuring the sports field is maintained in a clean state at all times.

4.3. The cost of any cleaning incurred by the Trust in connection with your use will be charged to you.

4.4. If a facility or sports field is found to be in disorder at the commencement of your booking, this must be reported to the ranger on duty.

5. Equipment

5.1. You must supply your own sporting equipment.

5.2. No pegging or staking is permitted, and all equipment must be weighted.



6. Exclusivity

- 6.1. The Trust does not provide exclusive use of the Royal Botanic Garden and Domain.
- 6.2. As hirer, you should be aware that other non-related activities may be occurring around your booked area.

7. General Public

- 7.1. The site you have chosen for your game cannot be closed off to the general public.

8. Method of Payment

- 8.1. Payment can be made by credit card (Visa or Mastercard) or direct transfer. A confirmation of your booking and invoice will be sent to you on receipt of your application.

9. Regulations

- 9.1. You must adhere to the Regulations at all times whilst using the Sporting Fields.

10. Signage

- 10.1. You must not alter, add or affix any item, sign or poster within the Sporting Fields or the Royal Botanic Garden and Domain. Items must not be attached to trees, buildings or other fixed structures.

11. Sound

- 11.1. Public address systems are **NOT** permitted in the Royal Botanic Garden or Domain during your booking.

12. Trust Staff

- 12.1. Directions from Trust staff must be observed at all times. If you have any difficulties on site, please call the ranger on duty on mobile 0419 270 279.

13. Vehicle Access

- 13.1. On site parking is **NOT** permitted. Public metered parking is available along Mrs Macquaries Road, Hospital Road and in the Domain and Sydney Hospital parking stations.

14. Wet Weather

- 14.1. In the event of adverse weather conditions, the Trust will decide on the availability (closure or otherwise) of the fields. The decision to close the fields will be made on the day of play and it is your responsibility to seek confirmation on the availability of the fields by contacting Reception on 02 9231 8111.
- 14.2. If a booking is cancelled by the Trust due to wet playing fields an alternative date will be offered. This replacement date must be taken within 6 weeks of the cancellation date otherwise the booking and funds will be forfeited.
- 14.3. If you have made a seasonal booking, you should ensure your season includes provision of wet weather days.
- 14.4. There is no fee refund or credit issued for bookings affected by the Trust closing the fields on wet weather days.

15. Accident Indemnity

15.1. You shall be responsible for any accident, loss, damage or injury sustained by any person using the sports fields or the facilities during the time these facilities are allocated to the user, or caused by or in connection with any equipment supplied or owned by the Trust or any equipment which you bring into the Trust's property, notwithstanding that such injury arose from or by reason of any defect with the Sporting Fields and related facilities and the hirer agrees to indemnify the Trust against all claims and demands made or costs or expenses incurred in connection with such actions.

15.2. You are required to provide the Trust with written details of any accident, loss, damage or injury within 24 hours of the date of the accident occurring.

16. Breach

16.1. The Trust will not tolerate any breaches of these Terms and Conditions or the Regulations and the Trust reserves its right to issue penalties in accordance with the Regulations.

17. Condition of Usage

17.1. By making a booking you commit to using the facility to play sport as per the facility regulations. It is your responsibility to ensure all participants are aware of the facility regulations. Any breaches may result in cancellation of your bookings and the right to book the facility removed.

18. Damage

18.1. Any damage to the facilities found or made by the hirer must be detailed in writing and reported immediately to the Trust.

18.2. The cost of restoring the facility will be charged to you when you are at fault.

19. Disputes

19.1. In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter contained in them, or of any matter contained in them, the decision of the Manager Sport & Recreation will be final.

20. Insurance

20.1. Your activities and actions should not expose the trust or the general public to any risk.

20.2. You hereby agrees to indemnify the Trust and its officers to the extent that such policies are affected through any such act.

20.3. You will take out and keep for the hire period the following insurance policies with a company approved by the Trust:

20.3.1. Public Liability insurance with a limit of liability of no less than \$20,000,000. This policy is to be in the joint names of the hirer and the Trust.

20.3.2. Workers Compensation insurance in respect of any employee of the hirer who is employed in connection with the use of the premises under the terms of this agreement.

20.4. Where more than one party comprises the insured, each of the parties shall be considered as a separate and distinct unit and the word 'insured' shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties



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provided that nothing in this clause shall result in an increase of the insurers Limit of Liability in respect of any Occurrence or Period of Insurance.

21. Safety

21.1. You are responsible for providing all safety equipment.

22. Theft

22.1. The Trust will not be liable for any loss or damage sustained by you or any persons, firm or corporation entrusted to or supplying any article or thing to you by reason of any such article or thing being lost, damaged or stolen.

22.2. You agree to indemnify the Trust against any claim by any such person, firm or corporation in respect of such article or thing.