



MIDLAND GUILDFORD CRICKET CLUB

Terms & Conditions of Hire

Midland Guildford Cricket Club Indoor Centre

PREAMBLE

The under listed Conditions apply to the use of the Midland-Guildford Cricket Club Indoor Centre by the Hirer specified in the agreement/application. These Conditions form part of the Hirer Agreement and will apply in all cases except where specifically amended by the Midland-Guildford Cricket Club. Disputes over interpretation will be referred to the MGCC Head of Cricket Operations whose decision will be final.

DEFINITIONS

- Agreement:** A specific agreement between MGCC and the Hirer for the use of the Midland-Guildford Cricket Club Indoor Centre of which Agreement this document forms a part. The Agreement may be written or verbal.
- Damage:** Includes loss or disappearance of goods.
- Hirer:** The person, group or organisation authorised by MGCC to use the Facility under the terms of an Agreement.
- MGCC:** Midland-Guilford Cricket Club (INC)
- MGCCIC:** Midland-Guildford Cricket Club Indoor Centre
- Regular Hirer:** A Regular Hirer is classified as a Hirer who books at least 10 consecutive sessions, or otherwise as determined by management. Sessions must be booked together and not individually.

1. CONDITIONS

The MGCC has authorised the Hirer to use the MGCCIC for an agreed purpose, that authority is contingent on the following Conditions:

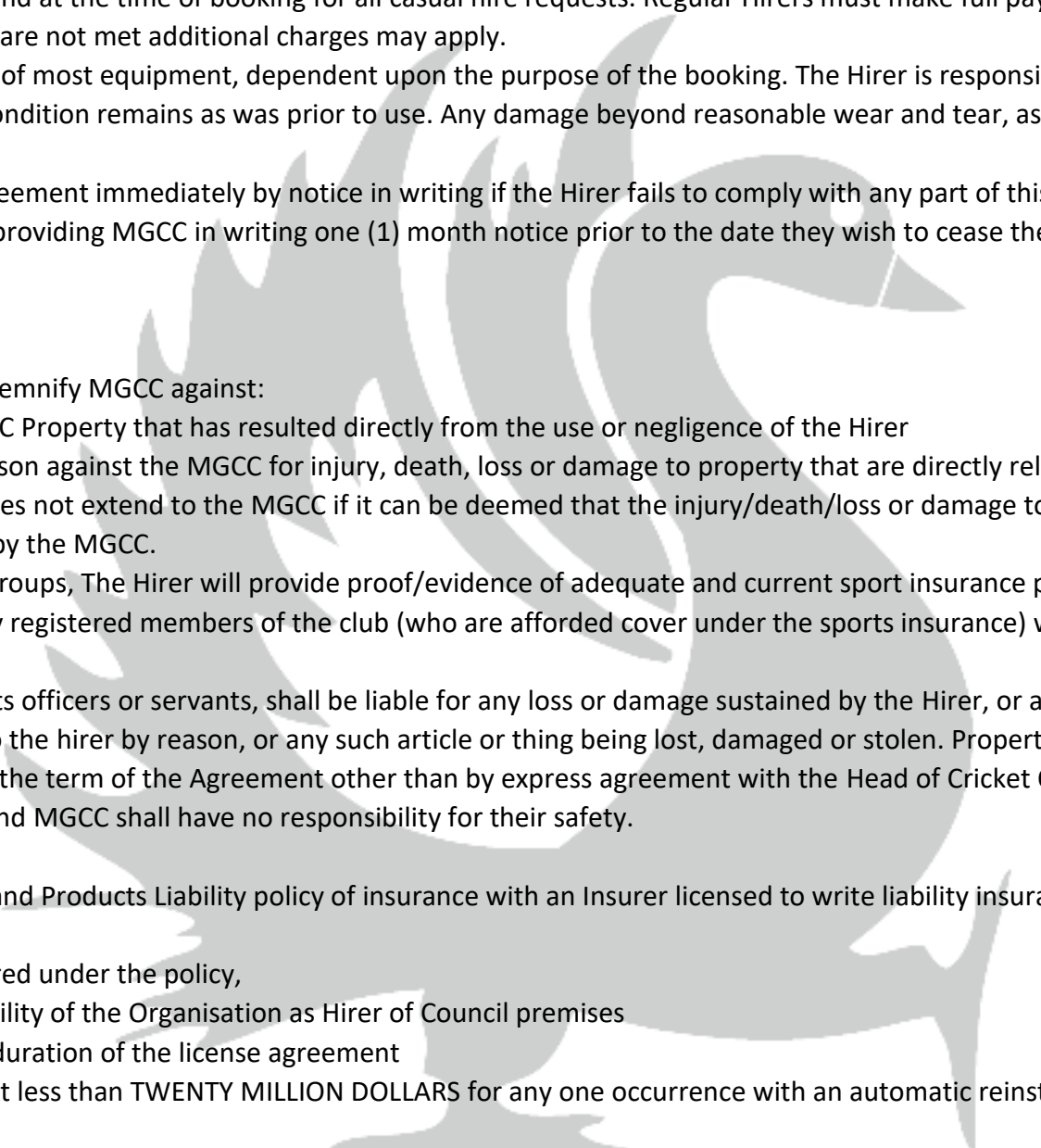
- 1.1 The MGCC reserves the right to determine immediately upon any initial enquiry for hire of the area as to whether the proposed booking is suitable, given the nature of the area in question.
- 1.2 The Hirer acknowledges that groups must adhere to the rules and conditions of entry of the MGCCIC and those specific to the area being hired as well as comply in every respect with all relevant regulations.
- 1.3 This agreement is personal to the MGCC and subletting of the premises, or any section, or part thereof, is absolutely prohibited and will not be recognised under any circumstances. The Hirer shall not sell, dispose of or supply anything in the MGCCIC without prior written approval from the Head of Cricket Operations.
- 1.4 Glass is not permitted in the MGCCIC
- 1.5 The Hirer is responsible for enquiries/acceptance associated with the booking as well as payments or confirmation to attend.
- 1.6 The Hirer may be asked to provide relevant qualifications, certifications and any other documentation that MGCC deems to be applicable in relation to the booking activity type, prior to confirmation of the booking.
- 1.7 The MGCC undertakes to provide, at the commencement of this Hirer agreement, a venue which it considers safe and fit for its intended use. The management of the MGCCIC reserves the right to impose any condition it considers reasonable or necessary to achieve the safe and proper use of the MGCC property and its immediate surrounds.
- 1.8 Bookings for the MGCCIC DO NOT INCLUDE, use of the outside areas including the cricket ovals, centre wickets squares or the turf and synthetic training wickets. All bookings for use of the outside facilities must be done with the City of Swan.
- 1.9 During any booking where a club representative on site reasonably determines further action is required to ensure the safe and proper use of the property, the Hirer shall comply with any such direction.
- 1.10 The Hirer undertakes, during the term of this agreement, to inspect all booked areas and equipment immediately prior to their use to ensure such areas remain safe and fit for the proposed purpose.
- 1.11 For reasons of safety no additional chairs, tables or similar items of equipment are permitted in the MGCCIC except for personal cricket equipment.
- 1.12 Any hazards or unsafe conditions must be reported to the Head of Cricket Operations immediately following their discovery.
- 1.13 The Hirer shall ensure that any electrical items used in the MGCCIC have been tested & tagged by a licensed electrician in accordance with any statutory requirements.
- 1.14 Appropriate clothing, especially footwear, must be worn at all times. Spiked footwear is not to be worn in the MGCCIC at any time. Failure to comply will result in access being denied to the area.

2. ACCESS & EGRESS

- 2.1 Access to MGCCIC is only permitted from the start of the Hirer's booking time. Access to the facility prior to or after the booking time is not permitted. Participants accessing the facility outside of the booking time will need to pay for a casual entry.
- 2.2 Upon termination of each use, the Hirer will leave the premises, building and facilities in a clean and tidy condition.
- 2.3 Hirers may use only the areas of the facility that have been booked for their use. The Hirer is responsible for ensuring that their participants respect the rights and amenity of other users of the facility.
- 2.4 The facility is located in a residential area. All groups leaving the facility must use all reasonable endeavours to keep noise levels to a minimum and cause minimal disturbance to those residents. Hirers must ensure all patrons leave the facility and car park in a quick and quiet fashion.
- 2.5 Car parking- Hirers do not have authority to use parking areas designated for disabled or staff parking.
- 2.6 The Hirer will keep clear and free from obstruction, all walkways, thoroughfares, doors & exits at all times and will not in any way interfere with or permit interference with any emergency doors, firefighting appliance, safety sign, emergency lighting or any other safety measure installed in or on the premises
- 2.7 For group bookings, the Hirer must have a designated individual overseeing the group at all times. This individual must understand the MGCCIC evacuation procedure and is competent to complete this for the group they are supervising.
- 2.8 The Hirer shall be responsible for crowd control, the behaviour of patrons inside and around the MGCCIC and be responsible for the control of noise volume. Failure to behave in an appropriate manner, as determined by MGCC will result in the individual or the group being asked to leave the premises. This may be escalated to the individual or group being banned from the MGCCIC, at MGCC's discretion
- 2.9 Hirer's aged under the age of 18, must be supervised by a parent or responsible adult at all times during the period of hire. Under no circumstances can any person under the age of 18 use the MGCCIC without an adult being present.

3. FEES/CANCELLATIONS

- 3.1 Charges are set by MGCC. Prices are subject to annual increases, therefore fees and charges applied to a booking will be those current at the time the usage occurs and therefore may vary from those previously quoted. A current schedule of Fees and Charges can be found at Annexure 1 of these Terms & Conditions of Hire.
- 3.2 The MGCC reserves the right to alter or cancel bookings at short notice due to late bookings for internal events or any other unforeseen circumstances. Should this occur, every effort will be made to accommodate your booking at an agreed time.
- 3.3 Cancellations of whole bookings are permitted. Credits/Refunds will be determined at MGCC's discretion.

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- 3.4 Payment is required upfront and at the time of booking for all casual hire requests. Regular Hirers must make full payment as per their individual agreement. If payment terms are not met additional charges may apply.
- 3.5 Fees and charges include hire of most equipment, dependent upon the purpose of the booking. The Hirer is responsible for the return of the equipment and ensuring its condition remains as was prior to use. Any damage beyond reasonable wear and tear, as determined by MGCC, will be charged to the Hirer.
- 3.6 MGCC may terminate this agreement immediately by notice in writing if the Hirer fails to comply with any part of this agreement. Regular Hirers may terminate this agreement by providing MGCC in writing one (1) month notice prior to the date they wish to cease the booking.

4. INSURANCE

4.1 The Organisation/Hirer shall indemnify MGCC against:

- i. Loss or Damage to MGCC Property that has resulted directly from the use or negligence of the Hirer
- ii. Claims made by any person against the MGCC for injury, death, loss or damage to property that are directly related to the negligence of the Hirer. This indemnity does not extend to the MGCC if it can be deemed that the injury/death/loss or damage to property can be attributed to any negligent act done by the MGCC.
- iii. In the case of sporting groups, The Hirer will provide proof/evidence of adequate and current sport insurance providing cover to club members or participants, and only registered members of the club (who are afforded cover under the sports insurance) will participate in the events.

4.2 Neither the MGCC, nor any of its officers or servants, shall be liable for any loss or damage sustained by the Hirer, or any person, firm or corporation supplying any article or thing to the hirer by reason, or any such article or thing being lost, damaged or stolen. Property not belonging to MGCC may not be left at the facility outside of the term of the Agreement other than by express agreement with the Head of Cricket Operations. In those cases, the goods are at the Owner's risk and MGCC shall have no responsibility for their safety.

4.3 The Hirer shall take out Public and Products Liability policy of insurance with an Insurer licensed to write liability insurance business in Australia which policy shall:

4.4 Name the Organisation as Insured under the policy,

4.5 Include in the coverage the liability of the Organisation as Hirer of Council premises

4.6 Be maintained in force for the duration of the license agreement

4.7 Have a Limit of Indemnity of not less than TWENTY MILLION DOLLARS for any one occurrence with an automatic reinstatement clause.

- 4.8 The Hirer shall, prior to commencement of the Agreement, and on demand throughout the duration of the Agreement, supply to MGCC a Certificate of Currency in respect of the policy.
- 4.9 All Internal Program Bookings managed and conducted by MGCC is covered under the Public Liability insurance policy of MGCC

5. FIRST AID

- 5.1 First Aid is the responsibility of the Hirer. Duty of care remains with the Hirer.
- 5.2 The Hirer is required to inform the MGCC of any medical conditions of participants prior to confirming their booking. The responsible person on the day of hire must notify the Head of Cricket Operations of any medical conditions or participants prior to commencing their scheduled hire.
- 5.3 The Hirer will supply their own first aid kits.

6. FOOD & DRINK

- 6.1 The Hirer must ensure that during the period of hire no food or drink (except water) is permitted in the area hired at any time, unless otherwise specified in writing from MGCC. Alcohol and the use of recreational drugs is strictly prohibited whilst on MGCC premises.

7. SMOKING & VAPING

- 7.1 The MGCCIC is strictly a non-smoking, non-vaping venue and the Hirer shall undertake responsibility to enforce prohibition.

8. MEDIA & PUBLICITY

- 8.1 Use of the MGCC logo or any graphic representation thereof, in any format, in conjunction with this Venue Hire Agreement is strictly prohibited without the prior written consent of the MGCC. All advertising or promotion of the booking must be discussed and approved by the Head of Cricket Operations.
- 8.2 The use of sticky tape, pins, blu tac, tacks, nails or other adhering material on the MGCCIC walls and fittings is not allowed. Any decorating materials being considered by the hirer must be approved by MGCC prior to confirmation of the booking.

Rate Card for Midland-Guildford CC Indoor Centre 2024 -2025

All prices inclusive of GST

Casual Hire Rates		Casual Hire	MGCC Registered Players Junior and Senior	MGCC Contracted Coaches - Coaching MGCC and MGJCA Junior players	MGCC Contracted Coaches - Coaching other players	MGCC Affiliated Coaches - Coaching MGCC Junior Players	MGCC Affiliated Coaches - Coaching other players
Space	Capacity	Hourly Bookings Monday to Sunday	Hourly Bookings Monday to Sunday	Hourly Bookings Monday to Sunday	Hourly Bookings Monday to Sunday	Hourly Bookings Monday to Sunday	Hourly Bookings Monday to Sunday
MGCC Indoor Centre (ALL Nets)	30	\$185.00	\$0.00	\$0.00	\$95.00	\$80.00	\$110.00
Indoor Centre - Net 1	10	\$60.00	\$0.00	\$0.00	\$30.00	\$25.00	\$35.00
Indoor Centre - Net 2	10	\$60.00	\$0.00	\$0.00	\$30.00	\$25.00	\$35.00
Indoor Centre - Net 3 (Bowling Machine)	10	\$65.00	\$0.00	\$0.00	\$35.00	\$30.00	\$40.00
MGJCA Clubs - 50% Discount							