



CONDITIONS OF HIRE

1) INTRODUCTION

This document sets out the terms and conditions of hire in relation to both casual, school and seasonal use of Virginia United fields and facilities.

2) BOOKINGS

Applicants are NOT permitted to use Virginia United facilities without first having WRITTEN approval from Virginia United.

Under no circumstances are Clubs / Organisations permitted to sub-let or hire out the Virginia United to any other party. Non-compliance will result in Virginia United withdrawing the allocation.

3) APPLICATIONS

Applications for the use of Virginia United must be made on the Application Form, signed by the applicant, stating the purpose, hours and portion of the Virginia United required, and containing the applicant's undertaking to comply with the conditions of hire.

Casual hirers failing to correctly disclose the exact nature of the function or proposed use of the facility on the hire form will result in the loss of the security bond, and may also jeopardise any future bookings of Virginia United facilities.

Where the application is made on behalf of an organisation or body, the application shall state the name of such organisation and the authority of the applicant for making such application.

4) HIRE PAYMENTS

The hire charge must be paid not less than 1 month before the date on which Virginia United will be used or immediately upon booking should this be less than 1 month. The hire charges payable will be those in effect at the time the Virginia United is used.

5) BONDS

a) A security bond if required, is to be paid not less than 1 month before the date of use. The security deposit will apply as:

- a guarantee of compliance with these conditions;
- security against damage to or loss of Virginia United property or damage to or loss of the property of a permanent hirer; and
- security against the cost of any additional cleaning required to be performed by Virginia United

b) The hirer will be liable on demand of Virginia United to pay any further amount in excess of the security bond to meet the full cost of repairs to and replacement of either Virginia United property or that of a permanent hirer and/or additional cleaning costs. The decision as to the amount demanded will be final

c) The balance of the security bond remaining after deduction of the amount as referred to in a) will be refunded to the hirer should those conditions be broken

d) The full security bond will be refunded to the hirer where it is not necessary to deduct any costs as referred to in a).

Please note: Processing of bond refunds can take up to four (4) weeks and will be returned directly to the addressee printed on the application form.

6) CANCELLATION OF A BOOKING

- a) When, in opinion of Virginia United, the state of the ground is such that it should not be used, a cancellation of the usage for any scheduled activity may occur.
- b) Any decision by Virginia United to cancel a scheduled activity overrides that of any Association, Club or game umpire.
- c) The hirer hereby agrees to accept the decision of the Virginia United and to be held to have consented to the cancellation and to have no claim at law or equity for any loss or damage caused by the cancellation.
- d) In the event of Virginia United cancelling a booking, any hire charge and security bond that has been paid will be returned in full.
- e) If the hirer cancels a booking, the hire charge and security bond will be returned in full upon the condition that notification of such cancellation is received in writing by Virginia United at least one (1) calendar month prior to the booking.
- f) In cases of extreme weather conditions, whereby a booking needs to be cancelled for the safety of participants, a written application for a refund must be submitted within three (3) working days of the booking date.

7) INSURANCE & RISK MANAGEMENT

INSURANCE

Hirers are also required to obtain appropriate insurance to cover all equipment they own, and are advised to take adequate precautions to ensure that equipment is stored and used safely. Virginia United will not take any responsibility for equipment owned by hirers.

RISK MANAGEMENT

The hirer agrees, prior to the commencement of this agreement, to confirm to Virginia United details of their risk management plan and policy which addresses the risks associated with the hirer's use of Virginia United's facility and how such risk will be addressed. In the alternative, the hirer confirms to Virginia United's satisfaction participation in a risk management program which addresses the risks associated with the use of Virginia United's facility. Virginia United reserves the right to request a copy of the risk management plan before commencement of this agreement.

8) SMOKING

SMOKING INSIDE ALL VIRGINIA UNITED FACILITIES IS STRICTLY PROHIBITED.

9) CLEANING

Clubhouse

Where in the opinion of the Virginia United, the facility has been left in an untidy state, a cleaning charge shall be incurred. Such charge will be deducted from any security bond held, or paid by the hirer immediately an account rendered.

Fields

It is the responsibility of the hirer to ensure that the fields and its surrounds are left in a reasonable state of tidiness after each use. If the fields have been left in an unreasonable condition, the costs incurred by Virginia United in reinstating the fields to an acceptable state will be the responsibility of the hirer.

Hirers are required to use the rubbish bins to dispose of all litter generated from their use.

10) DAMAGE

Any damage to the fields or clubhouse being used must be reported immediately to Virginia United. Hirers must supply details of how the damage was caused so that it can be determined who will be responsible for paying for the repair or replacement of Virginia United property. The decision of Virginia United will be final and should the hirer fail to reimburse Virginia United for the repair or replacement costs after a reasonable time has passed, Virginia United may decide to withdraw the use of the facilities.

11) KEYS

- a) Any keys issued to the hirer are to remain in the control of the hirer (or responsible person nominated by the hirer) at all times and are not to be transferred. It is the responsibility of the hirer, or nominated persons to ensure that all doors and windows are locked at the conclusion of the booking
- b) Casual Hirers
Virginia United will issue casual hirers with keys to gain access to the toilets, equipment shed and change room (if requested)
- c) Entry and closure
It is the responsibility of the hirer to ensure that the Clubhouse is secured at all times.
- d) Security Deposit
Virginia United reserves the right to request the payment of a security deposit when issuing keys in both the short and long term.

12) ADDITIONAL CONDITIONS

Virginia United may, in respect of any application, specify additional conditions that may be considered necessary. Any such additional conditions will be advised prior to confirmation of a booking.

13) VEHICLES

No vehicles other than emergency vehicles are to be parked in or have access to a pitch, except in those areas specifically set aside for vehicle parking.

14) LIQUOR

Liquor cannot be sold and/or consumed on Virginia United premises unless Virginia United grants approval and a licence has been obtained from Liquor Licensing, otherwise alcohol should not be on the premises. The conditions contained within the licence must be strictly adhered to.

15) GOOD ORDER

The hirer is responsible for the behaviour of all members/guests and the preservation of good order at Virginia United during the time allocated as the hirers responsibility. Any damage to the facility or fittings due to irresponsible behaviours will be at the expense of the hirer.

16) NOISE

Hirers of Virginia United fields are to ensure that noise emanating from functions is not a cause for public annoyance, and that all noise pollution regulations are complied with. Excessive noise (i.e. at such a level that neighbours are disturbed) may result in your hire period being cancelled.

17) MARQUEES

If you are planning to erect marquees, it is the responsibility of the hirer to ensure they are adequately Secured.

Any structures or equipment requiring pegs to be driven into the ground are not permitted on a designated playing field.

18) TOILETS

Whilst Virginia United oversees the regular cleaning of the toilets and stocking of toilet paper, hirers should consider providing additional toilet paper should the hire period be for numerous hours, and/ or if large numbers are expected. Additional cleaning of the toilets can be requested on occasions for an additional fee.

19) LINEMARKING

Virginia United undertakes the line marking of the fields.. Casual hirers are not permitted to mark lines on the fields without first obtaining permission from Virginia United. If permitted, line marking must be carried out using a suitable marking paint.

Lime, Roundup, Diesel or other substances that kill grass **cannot** be used.