

Terms and Condition of Services

By booking, entering and/or using Brisbane Cricket Centre facility, Patrons will agree to the following Terms and Conditions of Services:

Use of Facilities

- a. The Hirer may use the Facilities for the Period for the Purpose.
- b. The Period of Hire is the period made and paid for under your booking(s).
- c. CCTV Security cameras operate within the Facilities. Entrants acknowledge that they may be filmed.
- d. Entrants acknowledge that they will be exposed to certain risks when using the facilities, including but not limited to physical injury and even death. All entrants enter Brisbane Cricket Centre at their own risk.
- e. Only entrants with valid bookings can enter the premises. Unauthorised entry will be prosecuted.
- f. No animals are to be brought inside the facility.

Bookings

- a. Booking for the use of the Facilities must be made on the website, via Facebook or in person at the premises.
- b. The duration of the booking for each Period is inclusive of all set-up, pack-down or extensive warm-up and warm-down requirements.
- c. The Hirer is not permitted to use the Facilities outside the Period and may incur a fee for any booking that runs outside the duration of the Period.

Booking Fees

- a. Bookings are subject to Brisbane Cricket Centre's current pricing schedule.
- b. All bookings must be paid in full prior to use of the Facilities. Payments are to be made via our online booking system or by other pre-agreed methods (direct deposit, invoice).

Cancellations

- a. The Hirer may cancel the booking by giving Brisbane Cricket Centre no less than 36 hours' notice prior to the booking for a full refund of the booking fee. Otherwise, the full booking fee will be charged to the Hirer. Unused booking that are not cancelled will be charged the full booking fee.
- b. Brisbane Cricket Centre reserves the right to cancel, suspend or alter any booking, for any reason.
- c. Brisbane Cricket Centre will give advance notice, where possible, of the cancellation, suspension or alteration of any booking and a credit refund of the booking fee will be offered to the Hirer.

Access

- a. Access will be pre-arranged by way of QR Code & spot checks are overseen by Brisbane Cricket Centre to ensure Hirer's access of the Facilities and adherence to these terms and conditions.
- b. Entrants must use the Access QR code in order to gain access to the Brisbane Cricket Centre facilities.

Use of Sport Floor

- a. Users have to wear non-marking rubber-soled shoes during your session. Entrants must use the Access QR code in order to gain access to the Brisbane Cricket Centre facilities.
- b. All footwear needs to be clean including devoid of all mud, dirt, grass, chewing gum etc.
- c. There is a maximum of 4 players per net unless otherwise approved by Coaches/Staff at Brisbane Cricket Centre.
- d. Vacant nets are not for use free of charge. If you use ANY additional nets to those booked, charges will apply at the full hourly rate.
- e. Equipment is not to be modified or moved in any way unless assisted/directed by a member of staff.
- f. Cricket bags are to be stored in the provided racks. Brisbane Cricket Centre accepts no responsibility for the loss of any items whilst your belongings are stored on the racks.

- g. No stilettos, sharp studded/pointed shoes or shoes with black soles to be worn.
- h. Protective caps to be fitted for the feet of chairs and tables. Do not drag materials, equipment, roller bags etc. across the floor.
- i. No markings are to be placed on the surface without the prior approval of Brisbane Cricket Centre.
- j. No food and drink allowed in the training areas.

Safety – Players/Patrons

- a. All players MUST wear a helmet at ALL times whilst batting in the nets.
- b. Players should always play the ball down into the nets unless instructed to do so by a coach or member of staff. Repeated lofting of the ball and ‘slogging’ is dangerous and therefore not acceptable. If this behaviour continues refer to Point 13 – Unacceptable Behaviour.
- c. To ensure that all who attend the facility feel comfortable at all times, a minimum dress code of closed shoes, shorts and t-shirts are to be worn at all times.

Medical Treatment

- a. In the event of injury arising as a result of your participation in the activities or by reason of your attendance at the facility, you CONSENT to appropriate medical treatment being provided to you or organised for you, which may include an ambulance, at no cost or liability to Brisbane Cricket Centre.
- b. As a parent (or legal guardian), in the event of injury arising as a result of your minor’s participation in the activities or by reason of your attendance at the facility, you CONSENT to appropriate medical treatment being provided to you or organised for you, which may include an ambulance, at no cost or liability to Brisbane Cricket Centre.

Hirer's Responsibilities

The Hirer must:

- a. Use the Facilities and the Facilities' equipment in a safe and proper manner and comply with Brisbane Cricket Centre's reasonable directions.
- b. Comply with any Covid-19 Safe Plan published by us.
- c. Comply with any applicable Covid-19 restrictions and conditions (such as social distancing and regular hand washing) as set out by the Queensland Government or communicated to you by us (such as by email or poster) as in force at the time of the booking.
- d. Ensure that nothing is done, or permitted to be done, that would cause a breach of any law, permit, approval or licence in relation to the use of the Facilities.
- e. Players are required to participate in good spirit and show good sportsmanship at all times that they train and or play. Management, Staff and umpires reserve the right to remove players from games and the centre in any circumstance. Players who are aggressive towards other players and/or staff members may be asked to leave the centre and a suspension or full ban may be implemented. Management reserves the right to ban anyone from the sports facility. We take threats and abuse very seriously. Any players deemed to be threatening may be removed immediately and further action may be sought.

Liability

- a. Entrants are responsible for their own property at all times. Brisbane Cricket Centre does not accept any responsibility for any item of personal property, goods or articles that is stolen, lost or damaged in the facilities (including the amenities and car park).
- b. Brisbane Cricket Centre and their owners, volunteers, directors, officers, employees, trainers, instructors, agents, officials, independent contractors, and representatives are not responsible for any death, injury, loss, or damage of any kind suffered by any person while using Brisbane Cricket Centre facilities, participating in or watching Brisbane Cricket Centre activities, caused in any manner whatsoever including, but not limited to, the negligence of Brisbane Cricket Centre.

Indemnity

- a. The Hirer, including any attendees, visitors, invitees or spectators using the Facilities as part of the booking, uses the Facilities at its own risk.
- b. The Hirer is responsible for any accident, loss, damage or injury sustained by any person using the Facilities during the Period, irrespective of whether the injury arose from or by reason of a defect with the Facilities.
- c. Brisbane Cricket Centre will not be liable for any injury, loss or damage suffered by any person entering the Facilities (including liability for any injury, loss or damage caused by the negligence of Brisbane Cricket Centre or its employees or agents). To the extent permitted by law, entrants agree to release, indemnify and hold harmless Brisbane Cricket Centre and its employees, representatives and agents from and against any and all losses, liabilities, expenses, claims, howsoever arising resulting from or in connection with an entrant's use of Brisbane Cricket Centre.

Damage

The Hirer :

- a. Must leave the Facilities undamaged and restore the Facilities and equipment to the condition and arrangement in which they were provided; and
- b. Is responsible for and must promptly notify Brisbane Cricket Centre of any damage to the Facilities or equipment as a result of its use of the Facilities.

Brisbane Cricket Centre reserves the right to charge the Hirer for:

- a. Any damage to the Facilities or equipment; or
- b. A fee if the Hirer does not restore the Facilities and equipment to the condition in which they were provided.

Unacceptable Behaviour

- a. Derogatory comments, abusive language and inappropriate or disruptive behaviour will not be tolerated. Brisbane Cricket Centre reserves the right to take appropriate action, including closing the Facilities, if it considers any person is behaving unacceptably in the use of the Facilities. Brisbane Cricket Centre reserves the right to refuse entry to any person or remove any person from the Facilities. To avoid doubt slogging as described in term 7 will be automatically regarded as unacceptable behaviour.

Advertising Material

- a. The Hirer must not display any advertising material of any kind within the Facilities or in the Building without Brisbane Cricket Centre's approval.
- b. Brisbane Cricket Centre's name must not be used in any material produced or distributed by the Hirer with Brisbane Cricket Centre's approval.

Parking

- a. Parking is permitted only in the designated areas.
- b. Parking regulations are enforced at all times, with no exception for users. The Hirer acknowledges that parking infringements will result in the issue of a fine.
- c. Brisbane Cricket Centre takes no responsibility for any fines incurred by the Hirer.

Smoking

Brisbane Cricket Centre is a smoke-free facility. Smoking is prohibited on the Facilities. The Hirer must ensure this prohibition is observed at all times.

Alcohol and Catered Events

- a. The consumption of alcohol is not permitted on the playing courts at any time.
- b. The consumption of alcohol in the rest of the facility is permitted on the playing with prior approval of Brisbane Cricket Centre.
- c. Alcohol must not be sold for consumption at the Facilities unless the Hirer obtains a liquor license.
- d. The Hirer must provide Brisbane Cricket Centre with a copy of the liquor license at least two weeks before the Period.
- e. The Hirer must strictly comply with the terms of its liquor licence and the Liquor Act 1992 (Qld).
- f. Catered events are only permitted with prior approval approval. The caterer must be approved by Brisbane Cricket Centre.

Evacuation Procedures

In the event of an emergency, the Hirer is responsible for the orderly evacuation of the Facilities in accordance with the centre's current evacuation procedures.