

Cross country & sporting activities

Terms and conditions

Covering more than 416 hectares, the Australian Botanic Garden Mount Annan (the Garden) is one of the south west Sydney's finest and most used urban open spaces. Managed by the Royal Botanic Gardens and Domain Trust (Trust), the mission is to manage the Australian Botanic Garden as a place of national significance for the enjoyment, social connection and wellbeing of the community.

As a popular public garden, the open spaces of the Garden are in use 365 days a year by a diverse range of users. Balancing the needs of all users is a complex and challenging task, however the Trust is committed to the provision of opportunities for all people to enjoy a diversity of leisure, arts, sporting, entertainment and educational experiences.

These conditions of use must be agreed to by the hirer at the time the facility is booked. It is the hirer's responsibility to ensure that all members of their organisation are familiar with the conditions.

1. Application

- All bookings are to be paid in advance. Late payments will incur an additional fee.
- Applications for the use of a ground or facility will only be considered on receipt of a completed application form accompanied by the Casual Booking Fee and a copy of the hirer's current public liability insurance certificate.
- Any additional bookings or alterations to bookings must be submitted on a separate application form and accompanied by a non-refundable booking amendment fee.
- Booking applications lodged less than 48 hours prior to the date that the activity is taking place may not be accepted.
- Confirmation of booking should be carried during use of facilities in case of disputes.

2. Hire Payments

- Hirers must pay ground fees in full 30 days after confirmation of booking has been received, or before the date of the booking, whichever comes first.
- Primary schools may book the facilities during school hours (9.00 am - 3.00 pm) during term time for up to 4 hours a day at no cost (casual booking fee applies).
- Fees are reviewed annually and revised fees take effect from 1 July each year.
- All bookings must be paid for in advance.

3. Cancellation

The Trust reserves the right to cancel a booking if:

- In the opinion of the Director and Chief Executive (or his/her nominated representative) the ground or facility is unsafe for use.
- In the event of urgent remedial work.
- Where a ground or facility is not being used for the nominated purpose.
- Where fees are outstanding.

The hirer reserves the right to cancel a booking if:

- In the opinion of the hirer the ground or facility is unsafe for use (if there is any doubt as to whether the ground is playable, call Ranger on Duty on 0409 122 953).
- Where written notification of cancellation by the hirer is received by the Trust no later than 14 days prior to the date on which the ground or facility is booked.

4. Refund / Credit

- If the event is cancelled 15 days or more prior to the activity a 75% charge of the fee will apply.
- If the event is cancelled between 8 and 14 days prior to the activity a 50% charge of the fee will apply.
- If the event is cancelled 7 days prior to the activity no refund will be provided.

5. Wet Weather

- The hirer is responsible for contacting the Functions and Events Coordinator (02) 4634 7903) or The Visitor Information Centre if the event is held on a weekend (02) 4634 7935 on the day of the event in the event of inclement weather. Should the Garden be closed by the Trust due to wet weather, hirers will be entitled to a refund or credit.
- Refunds will not be given for cancellation of activity by the hirer due to wet weather, unless officially closed by the Trust.
- The activity can be postponed by the hirer due to bad weather within 3 months of the original date if the above steps are followed.

6. Damage

Any damage to the grounds or facilities being used must be detailed in writing and reported immediately to the Ranger on Duty (0409 122 953). The cost of restoring the grounds and buildings will be charged to the hirer.

7. Cleaning of Facilities

It is the responsibility of the hirer to ensure that grounds and facilities are maintained in a clean and tidy state at all times. The cost of any excessive cleaning and ground restoration by the Trust will be charged to the hirer. If a facility or ground is found to be in disorder at the commencement it should be reported to Ranger on Duty on 0409 122 953.

8. Insurance

- The hirer will not do or permit to be done or leave undone, anything which will affect the Trust's insurance policy or policies to fire or public risk in connection with the field or facilities and the hirer hereby agrees to indemnify the Trust and its officers to the extent that such policies are affected through any such act.
- The hirer will take out and keep in for the period of use the following insurance policies with a company approved by the Trust:
 - The hirer shall provide a copy of public liability insurance of no less than \$20,000,000 to the Trust (which should note the Trust's interest) with the application form.
 - 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.
- 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 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.

9. Accident Indemnity

The hirer shall be responsible for any accident, loss, damage or injury sustained by any person using the facilities during the time these facilities are allocated to the user, notwithstanding that such injury arose from or by reason of any defect with the facilities and the hirer agrees to indemnify the Trust against all claims and demands made or costs or expense incurred in connection with such actions. The hirer is required to provide the Functions and Events Coordinator with written details of any accident loss, damage or injury sustained by any person within three days of the date of the accident occurring.

10. Theft

The Trust will not be liable for any loss or damage sustained by the hirer or any persons, firm or corporation entrusted to or supplying any article or thing to the hirer by reason of any such article or thing being lost, damaged or stolen and the hirer agrees to indemnify the Trust against any claim by any such person, firm or corporation in respect to such article or thing.

11. Breach of Conditions of Use

Any breach of any one or more of these, conditions and/or the Australian Botanic Garden Regulations may, at the discretion of the Trust, result in the use of the facility, being withdrawn.

12. Sub-letting

The facility must not be subject, transferred or re-assigned to any other organisation or individual.

13. Disputes

In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter contained in them, the decision of the Trust's Visitor Experience Venue Manager will be final and conclusive.

14. Safety Equipment

The Trust will not supply any safety equipment necessary for using the grounds or facilities. Safety equipment must be provided by hirer.

15. General Park Rules

The Australian Botanic Gardens Regulations prohibit the following:

- Parking or driving vehicles on fields or other grassy areas, footpaths or cycle tracks.
- Commercial activities including the collection of money, sale of food, drinks, services and merchandise.
- Display or distribution of advertising material.
- Signs or banners without written approval of the Trust.
- Filming or photography for commercial purpose except with the written permission of the Trust.
- Erection of structures such as tents, screens and awnings without prior approval.
- Use of Public address systems and amplified music.

- Leaving rubbish, litter and other waste material in places other than in the Garden's rubbish bins / recycling stations.
- Use of insulting, threatening or indecent language.
- Offensive or indecent behaviour.
- Non-compliance with directions given by the Trust, Police or any other authorised person.
- Damage to grass, trees, and other vegetation or wildlife.
- Damage to buildings, structures and equipment.
- The Garden is open to vehicles from 8am to 5pm daily (8am to 7pm summer). All vehicles must vacate the park prior to these times or be subject to a gate opening fee.

Further Information

For further information please contact the Functions and Events Coordinator on (02) 4634 7903.