

WA ATHLETICS STADIUM TERMS AND CONDITIONS

1. FOOD AND BEVERAGE

- a) VenuesWest has the exclusive right to provide or procure the provision of food and beverages for the whole of the Venue, including food and beverage vendors. The Client is not permitted to bring in or consume at the Venue any food or beverages not provided or procured by VenuesWest.
- b) Food and beverages may be ordered from VenuesWest at an additional cost, subject to availability and terms including advance payment.
- c) The Client is not permitted to bring or allow others to bring alcohol into the Venue at any time, without the prior written consent of VenuesWest. If consent is provided by VenuesWest, VenuesWest may require the Client to obtain a license or permit under the Liquor Control Act 1988.

2. CAR PARKING

- a) VenuesWest reserves the right to charge for parking at the Venue.
- b) The Client must use all reasonable endeavors to ensure the Client's Agents are aware of, and abide by, the Venue's parking conditions and requirements.

3. MARKETING

- a) No advertising, promotion, recording, broadcasting, collection, lottery, sweepstake, game of chance or gambling shall take place anywhere in the Venue without VenuesWest's prior written consent.

4. SAFETY

- b) The Client must: comply with VenuesWest's safety procedures and regulations governing the Venue and promptly provide any information or documentation that VenuesWest may require to satisfy itself as to the safe and lawful conduct of the Activity;
- c) ensure that the Client's Agents are aware of, and comply with, VenuesWest's safety procedures and regulations governing the Venue and with all applicable laws;
- d) and ensure that the Client and the Client's Agents are aware of, and comply with, the Venue's Evacuation Plan and Emergency Response Plan in the event of fire or other disaster. These plans are available on the VenuesWest website.

5. CLIENT COVENANTS

The Client agrees:

- a) to comply with and ensure that the Client's Agents comply with all directions, rules, policies and regulations from VenuesWest which relate to the Facility, the Venue or the parking facilities of the Venue;
- b) to keep the Facility in a clean, tidy and sanitary condition; to comply with all applicable laws, policies of VenuesWest, and all lawful directions of any Government Authority in relation to the Venue;
- c) to obtain all licences and permits from all applicable Government Authorities required for conducting the Activity; to ensure that any coaching or instructional staff of the Client possess the appropriate approved industry standard or equivalent qualification;
- d) not to use or operate any services that are within the Facility and Venue without the prior written approval of VenuesWest; that they are solely responsible for the Client's Agents attending the Venue in connection with the Client's use of the Facility and shall indemnify and keep indemnified VenuesWest from all Loss suffered or incurred by such persons;
- e) to use the Facility and the Venue at their own risk and without limitation agrees that all property belonging or brought into the Venue by the Client shall be at the sole risk of the Client;
- f) not to hawk, sell, dispose of or supply anything whatsoever in the Venue unless VenuesWest has provided its prior written approval; to provide adequate supervision of the Client's Agents during all Bookings; to ensure that no neighbouring occupier or user of the Venue is disturbed or hindered by the Client's or the Client's Agents' use of the Facilities;
- g) to leave the Venue clean and free of debris and to remove any of the Client's property at the termination of each Booking;
- h) to complete and return the OSH Assessment, if requested by VenuesWest;
- i) to comply with the conditions of the OSH Assessment, including any management plans provided by the Client. not to permit smoking inside of the Facility or anywhere within VenuesWest's property; not to do, display or permit to be done or displayed anything which offends against any law, public morals or standards of decency;
- j) not to use drones at the Facility without the prior written consent of VenuesWest;
- k) and not to abuse, misuse or wastefully or recklessly use or consume any facilities, utilities or consumables (including water, electricity and gas) on, comprising or servicing the Venue or to use any such facilities, utilities or consumables for a purpose or in a manner for which they are not intended by the manufacturer, installer or owner;
- l) and clauses 8(g) and (h) apply despite any negligence by or on the part of VenuesWest.

WA ATHLETICS STADIUM TERMS AND CONDITIONS

6. INSURANCE

- a) The Client must effect and keep in force at all times during the Term and any renewal or extension, with a reputable and solvent insurer such of the following policies of insurance and for the amounts as are detailed in the Special Conditions:
- b) Public and Products Liability insurance policy covering the legal liability of the Client and the Client's Agents arising out of the use and occupation of the Facility and the services and Additional Services provided in connection with the Facility Hire for an amount not less than the amount set out in the Special Conditions for any one occurrence and unlimited as to the number of occurrences happening during any one period of insurance except for products liability limited in the aggregate to the amount set out in the Special Conditions during any one period of insurance.
- c) The insurance policy must be extended to indemnify VenuesWest as principal to the extent of its vicarious liability arising out of the negligent acts or omissions of the Client and the Client's Agents in their use and occupation of the Venue, the Facility and performance or non-performance of services and Additional Services; Workers' compensation insurance in accordance with the provisions of the Workers' Compensation and Injury Management Act 1981 (WA), including cover for common law liability for an amount of not less than \$50 million for any one occurrence in respect of workers of the Client. The insurance policy must be extended to cover any claims and liability that may arise with indemnity under section 175(2) of the Workers' Compensation and Injury Management Act 1981;
- d) Personal Accident Insurance covering persons engaged by the Client on a voluntary basis in connection with the services for the Activity, and will whenever requested by VenuesWest produce to VenuesWest the policy or policies for such insurance and the certificates of currency for such insurance.

7. DAMAGE

- a) The Client must not, and must ensure the Client's Agents do not, cause any loss or damage to the Facility (either directly or indirectly) or any part of the Venue or property at the Venue.
- b) Should damage occur, the Client is required to report any damage immediately in writing to VenuesWest.
- c) The Client is required to pay the cost of repairing any loss or damage (fair wear and tear excepted) that is caused to the Facility or any part of the Venue and any of VenuesWest's or any other person's property that is located in the Venue caused by the Client or the Client's Agents arising out of the Facility Hire.
- d) The Client must not erect any sign or notice, alter, mark, paint, drill or in any way mark any part of the Venue or remove, alter or move any fixtures or equipment at the Venue.
- e) The Client may not erect any tent, marquee, hut, stall or other structure without the prior written consent of VenuesWest.

The full Terms and Conditions of venue hire will be included in the Venue Hire Agreement, issued once your booking is confirmed.

8. SPECIAL CONDITIONS

- a) Spectators are restricted to the grandstand and grass banks.
- b) VenuesWest reserves the right to on-cost parking staff to the client if deemed necessary.
- c) No crepe paper or face paint is permitted at WA Athletics Stadium. Additional cleaning charges will apply. Rescheduling carnivals due to bad weather may incur a fee.
- d) VenuesWest marquees are not weatherproof. Should the Venue Supervisor feel the weather is too forceful, they will not be erected. Please also note that once these have been erected, they cannot be moved throughout the day.
- e) Pegs in the turf are strictly prohibited. Marquees must use water weights or any other weight approved by VenuesWest.
- f) Blu tack is not permitted to be used on any surface of the WA Athletics Stadium and will result and will result in additional cleaning fees.
- g) Any damaged or missing equipment will incur a fee.
- h) Food and beverage consumption is restricted to the grandstands only. Only water is permitted on the track. Food and Beverage consumption is restricted to grandstands only. Only water is permitted on the track.
- i) Adult supervision is always required on the pole vault.
- j) The only spikes permitted for use on the track are the Christmas Tree and Pyramid shaped variety as pictured. The composition of the spike, i.e. ceramic or metal, is irrelevant and will not be monitored. Track spikes must not exceed 7mm. Field spikes must not exceed 9mm except for javelin and high jump which must not exceed 12mm.
- k) Rugby WA Oval is not to be used as a warmup area.

