



THE HOME OF THE MATILDAS

BOOKING TERMS & CONDITIONS



FOOTBALL
VICTORIA

1. Introduction

These terms form part of your application to book the Hired Space(s) within Football Victoria's facilities, located at The Home of The Matildas. It covers bookings, deposits, cancellations and general requirements and legalities for events hosted at The Home of The Matildas. Due to the high demand for this elite facility, specific terms apply to large-scale events and peak periods to ensure fair access and optimal scheduling.

2. Scope

These conditions apply to all hirers, event organisers and staff facilitating bookings that fall under the following categories.

- a. **General Bookings:** Any bookings that are made at the Home of the Matildas (one-off bookings).
- b. **Full Facility Bookings:** Any booking that utilises the entire facility or multiple primary zones.
- c. **Peak Period Bookings:** Any bookings that are made during high-demand times (including public holidays, school holidays, weeknights, etc.)
- d. **Off-Peak Bookings:** Any bookings that are made outside of the above times.
- e. **Recurring Bookings:** Any booking that is made in a pattern under 1 hirer.

3. Deposit Requirements

To secure your booking, the hirer must commit to the following financial terms.

1. **Deposit Amount (Peak Period):** A 25% non-refundable deposit of the total hire fee is required, up to \$5,000.
2. **Deposit Amount (Off-Peak):** A 25% deposit of the total hire fee is required, up to \$5,000.
3. **Payment Timeline:** The deposit must be paid within 10 business days of receiving the tentative booking confirmation.
4. **Note:** A booking is not confirmed or guaranteed until the deposit has been cleared.
5. **Note:** Holds are kept in the system for 14 days. If not confirmed within this time, the hold will be removed.

No deposit will be charged for a one-off (general) booking.

4. Cancellations and Amendments

If you can no longer attend your booking, all cancellations must be submitted in writing to hotm@footballvictoria.com.au.

Peak Period Bookings

1. **Standard Cancellations:** Cancellations more than 48 hours before the scheduled event will result in the loss of the 25% deposit, but the hirer will not be billed for the remaining balance.
2. **Late Cancellations (within 48 hours):** Cancellations or significant amendments made within 48 hours of the scheduled event are not permitted.

- a. In the event of a late cancellation, the hirer remains liable for 100% of the total booking fee.
- b. No refunds, credits or transfers will be issued for cancellations made within this 48 hour window.

Off-Peak Period Bookings

3. **Standard Cancellations:** Cancellations made more than 28 days before the scheduled event will be refunded their 25% deposit and will not be billed for the remaining balance.
4. **Late Cancellations (within 48 hours):** Cancellations or significant amendments made within 48 hours of the scheduled event are not permitted.
 - a. In the event of a late cancellation, the hirer remains liable for 100% of the total booking fee.
 - b. No refunds, credits or transfers will be issued for cancellations made within this 48 hour window.

General Booking Cancellations

5. Cancellations within 48 hours of a booking will be charged the full hire fee and relevant incurred costs.

Refunds will only be issued at the discretion of the Venue Manager for extenuating circumstances.

6. **Football Victoria Cancellations:** Football Victoria reserves the right to cancel or reschedule a booking for any reason that threatens patron safety e.g. unfit playing surface, adverse weather conditions, maintenance concerns etc. In addition, Football Victoria reserves the right to cancel for any reason, subject to providing the hirer no less than seven (7) days' notice before the booking date. If Football Victoria cancels the hirer's booking, the hirer will be refunded their booking in full.

5. FV Weather Policies

a. Wet Weather Cancellation - Hybrid Pitches

Summer (Dec – Feb)

- **Pitches 1 & 5:** Closed when 25mm of rain falls within the 5-hour window, 5 hours prior to kick-off or during consecutive days of wet weather greater than 50mm. (consulted with Horticulture manager)

Autumn (Mar – May)

- **Pitches 1 & 5:** Closed when 15mm of rain falls within the 5-hour window, 5 hours prior to kick-off or during consecutive days of wet weather greater than 30mm. (consulted with Horticulture manager)

Winter (Jun – Aug)

- **Pitches 1 & 5:** Closed when 15mm of rain falls within the 5-hour window, 5 hours prior to kick-off or during consecutive days of wet weather greater than 20mm. (consulted with Horticulture manager)

Spring (Sept – Nov)

- **Pitches 1 & 5:** Closed when 20mm of rain falls within the 5-hour window, 5 hours prior to kick-off or during consecutive days of wet weather greater than 40mm. (consulted with Horticulture manager)

All decisions are made in consultation with the Ground staff and venue management.

b. HOTM - Extreme Heat Policy

Key Temperature Thresholds

36°C or above (Cancellation)

- **Forecast:** If the forecast maximum temperature on the day of the booking is 36°C or above, cancellation or postponement of training will come into effect.

32°C to 35.9°C (Discretion Required)

- **Forecast:** If the forecast maximum temperature on the day of the booking is between 32°C and 35.9°C, cancellation or postponement of training will be at the discretion of the Venue Manager.

Venue & Facility Closure

- **Facility directives:** Football Victoria reserves the right to close pitches and the entire venue during extreme heat waves or fire-danger days.
- **Automatic cancellation:** If venue management closes the pitches due to extreme heat or high fire risk, all scheduled training sessions at the venue are automatically cancelled with notification sent to the hirers with deposits refunded.

All decisions are made in consultation with the Ground staff and venue management.

6. Security and Safety

- a. **Event Security:** Each booking will be assessed against a risk matrix to determine the security presence required. For events with supporters, the venue team will provide hirers with the minimum-security standards required, which may include multiple security guards, bag checks, restricted access, or specific venue setups. Security is provided through the venue partner and will be quoted and charged as part of your booking.
- b. In the interest of patrons' safety and enjoyment, management will not tolerate unruly or disruptive behaviour. Such behaviour may result in ejection from the premises, suspension, or termination of bookings.

- c. Please observe all rules, signs, staff instructions and codes of conduct within The Home of The Matildas.
- d. For security purposes, photographs of visitors may be taken and stored.
- e. Under no circumstances are patrons allowed to use electronic devices in the changing room areas for photography and recording.
- f. Security surveillance is recorded throughout The Home of The Matildas.
- g. At no time is an individual to enter The Home of The Matildas under the influence of alcohol, illicit drugs and/or medications that state strenuous activity is to be avoided on its warning label.
- h. At all times, hirers must respect the property of Football Victoria and of others. Hirers will be liable for any damages caused to any Football Victoria Property, whether caused by the hirer, their guests, or associated users. **(Costs may be passed on to the responsible individual).**
- i. Football Victoria reserves the right to request additional security services for a booking at a cost incurred by the hirer.

7. CCTV

Security surveillance is monitored and recorded throughout The Home of The Matildas, all La Trobe Sports facilities and throughout the University campus.

8. Designated First Aid Personnel

Football Victoria reserves the right to request appropriately qualified First Aid personnel as part of a booking. Event hirers are responsible for ensuring appropriate first aid is available to their attendees. **(All first aid is at the cost of the hirer).**

9. Cleanliness

Hirers must ensure any rubbish produced by their members is placed in the receptacles provided. Any hirer producing excessive rubbish must ensure that the rubbish is removed from the facility and disposed of appropriately. Football Victoria reserves the right to charge the hirer for any additional cleaning required if the hirer fails to meet the cleanliness standard as required under this section.

10. Smoke Free

Smoking and vaping are strictly prohibited within The Home of The Matildas facility premises.

11. Noise

Hirers using the facilities after 10:00 pm must be aware of the Environmental Protection Authority's (EPA) restrictions on the use of amplified music. Hirers accept all responsibility for all violations of any EPA restrictions. Hirers agree to abide by any rules or laws that are applicable where sound is involved, including necessary copyright licenses for use of music in public places, and noise regulations, and to indemnify Football Victoria from and against all loss, expense, damage or otherwise any liability arising out of any breach of this clause.

12. Alcohol

The consumption of alcohol is not permitted in the Hired Space(s) of The Home of The Matildas (including external surrounds), unless previously discussed and approved by the venue as part of a venue catering package or during the venue's licensed trading times. Strictly **NO ALCOHOL** can be brought onto the premises by any party, including officials, players, fans, spectators.

13. Food & Beverages

The sale and/or offering of any food or drinks is **not permitted** in the Hired Space(s) unless part of a pre-arranged catering package booked directly with the venue.

14. Advertising, Branding & Promotions:

No poster, placard, sign or advertisement shall be placed, painted or affixed anywhere within/around the venue without prior written approval from Football Victoria Venue Management.

15. Limitation of Liability and Disclaimer:

To the extent permitted by law, the liability of Football Victoria and its employees, contractors or agents for a breach of any warranty or liability which by law cannot be excluded, restricted or modified, or under any express warranty, is limited, at Football Victoria's option, to:

- a. replacement, repair or reimbursement for goods or a suitably determined equivalent; and/or
- b. provision or reimbursement for services or a suitably determined equivalent. Except to the extent that any loss, damage or injury is caused by negligence of Football Victoria, its employees, officers, or representatives, will not in any way be liable for any loss, damage or injury suffered by hirers participants or non-participant members of the hirer while using the Hired Space(s) at The Home of The Matildas irrespective of whether loss, damage or injury is self-inflicted, caused by a member of the hirer, or caused by another person not associated with the hirer.
- c. Hirers agree to indemnify Football Victoria, its employees, officers, representatives, or agents from and against all loss, expense, damage or otherwise any liability arising from any injury or death of any person(s) and damage to property caused by any negligent or intentional act or omission of the hirer or its employees, representatives, agents and individual members.

16. Ticketing for Events/Services/Coaching

The Hirer is not permitted to charge users an additional fee for services such as admission (ticketing), coaching, mentoring, training, competition etc. without prior written approval from Football Victoria Venue Management.

17. Parking

Vehicles must be parked in the designated car parking areas. Please note that La Trobe University and authorised officers issue parking infringements for vehicles that do not adhere to the car parking restrictions. Vehicles are not permitted to park on the grass areas or any area other than the designated parking bays without the written permission of La Trobe Sport. Buses and other authorised vehicles may gain access to the facility via the service entrance off Plenty Road via prior arrangement with the venue.

18. Compliance

The hirer agrees to comply with all health regulations and laws. For the avoidance of doubt, this includes any directions issued under the **Public Health and Wellbeing Act 2008 (Vic)**. Failure to comply with all health regulations and laws may result in ejection from the premises, suspension, or termination of bookings.

19. Access

- a. Children under 12 years of age must be accompanied and actively supervised by a responsible adult when visiting The Home of The Matildas Facility.
- b. Hours of operation may vary due to public holidays, block-out periods and unforeseen circumstances. Football Victoria will provide as much notice allowable to all hirers.
- c. On arrival, first-time visitors and hirers must report to reception on entering The Home of The Matildas and gaining access to Hired Space(s).
- d. Access to Hired Space(s) is restricted to the accepted designated booking times within this agreement.
- e. In the interests of others, hirers must clear all equipment from the Hired Space(s) at the conclusion of the booking time.
- f. Security access, access control cards and building keys that have been allocated to hirers and individuals are not to be distributed to others and are for strict use by the individuals to whom the access is authorised. All security access control cards and building keys remain the property of Football Victoria. Under no circumstances are hirers to organise the duplication of keys.
- g. Under no circumstances can hirers sub-let or on-sell booking spaces to other third parties.
- h. Football Victoria will use its best endeavours to ensure equipment is safe for use. It is the hirer's responsibility to check equipment before use and report any potential safety concerns to Football Victoria.
- i. Football Victoria may require the attendance of Emergency Services in the event a hirer's member requires emergency assistance. Hirers agree to reimburse Football Victoria for all costs associated with any such call out.
- j. Photography and videography are permitted within The Home of The Matildas with tight restrictions. Given multiple hirers may be sharing the facility at any time, photography and videography must be managed closely by the hirer to ensure that their approved contractor(s) only capture footage of members of their own club who have permitted this to take place, ensuring no other parties appear in videos or photos.

20. Child Safety

Football Victoria supports the safety, participation, wellbeing and empowerment of children and young people, and seeks to ensure the safety of any children involved in football-related activities. For our Child Safety Policy and requirements for all staff, students, contractors and visitors, please visit www.footballvictoria.com.au/resources/clubs/child-safety

21. Amendment of Terms and Conditions

Football Victoria reserves the right to amend these Booking Terms and Conditions from time to time. If/when the Booking Terms and Conditions are amended, Football Victoria will use its best endeavours to notify affected hirers.

22. Privacy

Football Victoria respects the privacy of your personal information. We collect personal information as part of the registration process for hirers and individuals to book the Hired Space(s) and other facilities and spaces within The Home of The Matildas. If your personal information is not provided, then you may not be able to register and confirm your booking. You may have the right to access the personal information that we hold about you subject to any exceptions in relevant laws, by contacting us via email: hotm@footballvictoria.com.au Please visit: www.footballvictoria.com.au/policies for the Privacy Policy of Football Victoria.

23. Hirer Acknowledgement

By paying the required deposit for a full-facility, peak period or recurring booking, the hirer agrees to comply with the policies listed above, alongside all health regulations, child safety policies and facility rules enforced by Football Victoria.