



ANU Interhall Sport program

Residential Hall Participation Agreement 2024

To participate in the ANU Interhall Sport program in 2024, authorised representatives from the Residential Hall must read this document in its entirety, agree to its content and sign and return it to ANU Sport before any students from the Residential Hall may participate in any Competition.

1. Residential Hall and Participant obligations and responsibilities

1.1. In signing this agreement on behalf of your Residential Hall, you understand and agree to the following:

Eligibility

1.1.1. An individual is eligible to represent a Residential Hall in an ANU Interhall Sport Competition as a Participant if they meet all of the following criteria:

- i. currently enrolled as a student at the ANU;
- ii. currently a resident or member of that Residential Hall;
- iii. aged 17 or over;
- iv. there are no medical reasons which would make participation unreasonable or unsafe to that individual or any other Participants; and
- v. there are no disciplinary reasons prohibiting the individual from participating.

1.1.2. It is the responsibility of each Residential Hall to confirm that an individual meets the eligibility requirements before including that individual's details in a team entry form and permitting that individual to participate in the ANU Interhall Sport program.

Register of Participants and match team entry form

1.1.3. Each Residential Hall must maintain and keep up to date a comprehensive register of all Participants who propose to take part in each Competition.

1.1.4. The register must include the following details for each Participant:

- i. Participant first and last name
- ii. Participant student number
- iii. Any medical conditions or other circumstances that may adversely impact the Participant's ability to participate safely in the Competition.

1.1.5. In addition, for each match, each Residential Hall must complete a team entry form (prepared by ANU Sport), setting out a list of Participants who will participate in the match. Only those Participants listed on the form are eligible to participate in the match. The form must be submitted to ANU Sport no later than the day of the match.

Fitness to participate and acceptance of risk in sporting Competitions

1.1.5. Each Residential Hall acknowledges, and must ensure that its Participants acknowledge, that:

- i. there are inherent dangers associated with their participation in the ANU Interhall Sport program;
- ii. accidents can and often do happen in Competitions, which may result in personal injury or death; and

ANU Interhall Sport – Participation Agreement

- iii. they have voluntarily understood this warning and accept and assume the inherent risks in participating in the ANU Interhall Sport program (including using ANU Sport facilities) at their own risk, and without limitation agree that all property belonging to or brought onto ANU Sport facilities is at their own risk.
- 1.1.6. Each Residential Hall is responsible for managing student safety before, during and after Competitions.
- 1.1.7. Each Residential Hall is encouraged to facilitate training activities for its Participants before and during Competitions to ensure that its Participants are able to participate in the Competition safely and competently. Each Residential Hall is encouraged to ensure qualified instructors lead any such activities.
- 1.1.8. Each Residential Hall must ensure that its Participants:
 - i. are medically fit to participate in the ANU Interhall Program;
 - ii. manage any pre-existing medical or physical conditions in a way that will enable their safe participation in the Competition. This may require the Participant to seek medical attention and obtain medical clearance before they can participate in a Competition;
 - iii. do not participate in any Competition if they have any medical conditions or other circumstances that may adversely impact their ability to participate safely in the Competition. This includes any injuries sustained during a Competition;
 - iv. consent to receive any First Aid treatment that ANU Sport reasonably considers necessary or desirable for the Participant during their participation in a Competition;
 - v. if injured during a Competition, seek medical advice and follow that advice before returning to the Competition post injury;
- 1.1.9. Each Residential Hall and its Participants warrant before the start of each match in a Competition that:
 - i. all information submitted to ANU Sport in the team entry form is accurate and up to date; and
 - ii. each Participant is medically able to safely participate in the Competition.

Behaviour

- 1.1.10. Each Residential Hall must, and must ensure that its Participants and any employees, spectators and guests attending a Competition:
 - i. comply with any directions given by ANU Sport;
 - ii. behave in a positive, respectful manner and otherwise in accordance with the Code of Conduct set out in the ANU Sport Member Protection Policy;
 - iii. comply with ANU Sport facility conditions of use, including by using facilities in a safe and proper manner and leaving facilities in a clean and tidy state after the Competition;
 - iv. comply with the ANU Interhall Sport program Operational Guidelines and any Competition rules and policies referred to within those Guidelines.

Participation Fee

- 1.1.11. The ANU Interhall Sport program is funded in its entirety through the Residential Hall Participation Fee, SSAF and ANU Sport contributions. The funding covers facility hire for the Competitions (but not activities outside of the Competition such as training), First Aid during Competitions, and payments for Competition officials, duty officers and Student Leaders in Sport.
- 1.1.12. ANU Sport will only run the ANU Interhall Sport program if it receives sufficient funding from SSAF and the Participation Fees from Residential Halls.

ANU Interhall Sport – Participation Agreement

- 1.1.13. ANU Sport, in its sole discretion, will determine the Participation Fee at the start of each year.
- 1.1.14. Each participating Residential Hall must pay the Participation Fee to ANU Sport in full in accordance with the invoice due date. If the invoice has not been paid in full residents or members are entitled to participate in the ANU Interhall Sport program.
- 1.1.15. ANU Sport is not required to pay, and no Residential Hall is entitled to, any refund or rebate of the Participation Fee.

2 ANU Sport activities and rights

- 2.1 ANU Sport, in collaboration with the ANU and Residential Halls, will take reasonable steps to coordinate and manage the ANU Interhall Sport program in accordance with the Operational Guidelines.
- 2.2 ANU Sport may postpone, reschedule or cancel a match for any reason, including if, in the opinion of ANU Sport:
 - i. such action is required to ensure the safety of persons or property;
 - ii. there are insufficient Residential Halls enrolled in the match or Competition;
 - iii. there are insufficient or inadequate facilities on campus on which to run the match or Competition.
- 2.3 ANU Sport may, by its own discretion, refuse to admit a Participant, direct a Participant to cease participating in a Competition and leave an ANU Sport facility, or take any other disciplinary measure in respect of a Participant, if in ANU Sport's opinion:
 - i. the individual does not meet the eligibility requirements;
 - ii. it is unsafe for the Participant to participate in a Competition;
 - iii. the Participant does not comply with this agreement or any ANU Sport direction or applicable policy (including the Member Protection Policy); or
 - iv. the Participant is acting or has acted inappropriately.
- 2.4 ANU Sport may, by its own discretion, refuse to admit a Residential Hall or direct a Residential Hall to cease participating in a Competition if:
 - i. the Residential Hall has not provided ANU Sport with an accurate team entry form in accordance with this agreement;
 - ii. there are insufficient Participants from that Residential Hall on the team entry form submitted to ANU Sport;
 - iii. the Residential Hall has not complied with a direction from ANU Sport;
 - iv. one or more Participants from that Residential Hall have engaged in serious or systemic misconduct;
 - v. the Residential Hall has not paid the Participation Fee in accordance with this agreement; or
 - vi. the Residential Hall has breached a warranty under this agreement.

3 Personal information

- 3.1 Each Residential Hall and each Participant acknowledge and consent to ANU Sport:
 - 3.1.1 using personal information collected in its general business and in relation to ANU Sport's administration of the ANU Interhall Sport program, including providing Residential Halls with Competition related information via hardcopy, email, or SMS text messaging;
 - 3.1.2 owning the intellectual property in any photographs and videos taken by ANU Sport during the ANU Interhall Sport program; and
 - 3.1.3 unless otherwise agreed between ANU Sport and a Participant:
 - i. taking photographs and videos of them during their participation in any Competition;

ANU Interhall Sport – Participation Agreement

- ii. using the photographs and videos for marketing, promotional or other purposes without obtaining further consent; and
 - iii. using their name, image, likeness and performance in the Competition, at any time, by any form of media, to promote ANU Sport or the ANU Interhall Sport program.
- 3.1.4 ANU Sport will use and store personal information collected in connection with the ANU Interhall Sport program in accordance with ANU Sport’s Privacy and Data Collection Policy for purposes that include:
- i. operational administration of the ANU Interhall Sport program;
 - ii. providing First Aid during Competitions;
 - iii. facilitating insurance claims for Participants;
 - iv. taking any disciplinary actions in accordance ANU Sport policies and procedures, ANU’s policies and procedures, and ANU Code of Conduct; and
 - v. marketing.
- 3.1.5 ANU Sport may share Participant personal information with the ANU, Residential Halls and relevant third parties for any of the above purposes.

4 Liability:

- 4.1 The Residential Hall including its Participants, employees, spectators and guests agree not to bring any claim or proceeding against ANU Sport for any damage, loss, injury, or liability which any of them may suffer in relation to the ANU Interhall Sport program, including by reason of ANU Sport postponing, rescheduling or cancelling a match or Competition, or refusing to admit any of them from participating in the ANU Interhall Sport program.
- 4.2 If for any reason beyond its control (including without limitation any malfunction, fault or failure of plant or equipment or disruption to supply of power, water or services) ANU Sport is unable to perform any of its obligations under this agreement, such non-performance is excused and ANU Sport may postpone, reschedule or cancel one or more matches or Competitions without liability from a Residential Hall or any other person of whatsoever nature.
- 4.3 Except for liability that by law cannot be excluded, ANU Sport is by this agreement excluded from any and all liability to the Residential Hall including its Participants, employees, spectators and guests in tort (excluding negligence), contract or bailment for acts or omissions of ANU Sport arising out of or in relation to the ANU Interhall Sport program or this agreement, and those persons agree to release and hold harmless ANU Sport from any such liability.
- 4.4 Clause 4 and 5 of this agreement continue to apply after expiry of this agreement.
- 4.5 Each Residential Hall agrees that it:
- 4.5.1 has or will satisfy itself that ANU Sport facilities are fit for the Competition purpose, and acknowledges that ANU Sport does not warrant that any ANU Sport facilities are fit for that purpose; and
 - 4.5.2 must make good any damage caused to an ANU Sport facility (either directly or indirectly) by the Residential Hall or its Participants, employees, spectators or guests

5 Indemnities:

- 5.1 The Residential Hall shall be solely responsible for its Participants, employees, spectators and guests and their behaviour whilst they are at an ANU Sport facility for any purpose or reason which in any way relates to the participation of the Residential Hall in the ANU Interhall Sport program.

ANU Interhall Sport – Participation Agreement

- 5.2 The Residential Hall agrees to indemnify and release ANU Sport from any and all actions, claims, losses, damages, and expenses howsoever arising that the Residential Hall or its Participants, employees, spectators or guests may directly or indirectly sustain or incur in connection with this agreement or participation in the ANU Interhall Sport program including, but not limited to:
- i. death or injury of any person;
 - ii. loss or damage of any property, including as a result of misuse of ANU Sport facilities or equipment;
 - iii. any loss or damage as a result of cancellation, rescheduling or postponement of a Competition or a direction by ANU Sport that one or more Participants or Residential Halls cease to participate in the ANU Interhall Sport program;
 - iv. any loss or damage (save for consequential loss) sustained as a result of any breach of this agreement by the Residential Hall or Participant;
 - v. any debts or charges including statutory charges, fees or monies payable in connection with this agreement; or
 - vi. any loss or damage (save for consequential loss) as a result of a breach of warranty, except to the extent that such loss is due to any wrongful or negligent act or omission of ANU Sport.

6 General

- 6.1 This agreement is in effect until 31 December 2024.
- 6.2 This agreement is governed by the laws of New South Wales.
- 6.3 If a provision of this agreement or a right or remedy of a party under this agreement is invalid or unenforceable in a particular jurisdiction, it is to be read down or severed in that jurisdiction only to the extent required to avoid the invalidity or unenforceability, and it does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions in any jurisdiction.

- 6.4 In this agreement, unless a contrary intention appears:

“ANU” means the Australian National University.

“ANU Interhall Sport” means the program facilitated by ANU Sport comprising of one or more Competitions.

“ANU Sport” means the ANU Sport & Recreation Association Inc. and its directors, employees, volunteers, contractors and agents.

“Competition” means one or more competitive sporting matches between Residential Halls played as part of the ANU Interhall Sport program.

“First Aid” means the emergency care or treatment given to a person, by a trained individual, prior to professional medical aid being obtained.

“Participant” means an individual who meets the eligibility criteria to participate in the ANU Interhall Sport program.

“Participation Fee” means the fee payable by each Residential Hall to ANU Sport as a pre condition of participating in the ANU Interhall Sport program. In 2024, the Participation Fee is \$4,550.

ANU Interhall Sport – Participation Agreement

“Residential Hall” means each residential and non-residential hall or college located at the ANU, namely: Bruce Hall, Burgmann College, Burton & Garran Hall, Fenner Hall, Griffin Hall, John’s XXIII College, UniLodge, Ursula Hall, Wamburun Hall, Wright Hall, and Yukeembruk Village.

“Sport Representative” means an authorised student representative of a Residential Hall.

ANU Interhall Sport – Participation Agreement

Agreement and Acknowledgement – executed as a deed poll

At least 2 representatives must sign on behalf of the Residential Hall. Any person signing on behalf of the Residential Hall warrants that they have full and valid authority to do so

Residential Hall: _____

Position: _____ Name: _____

(e.g., Head of Hall, Dean of College, Residential Wellbeing Coordinator)

Signature: _____ Date: _____

Student Position: _____ Name: _____

(e.g., Sport Representative, President, Sport Master)

Signature: _____ Date: _____

Student Position: _____ Name: _____

(e.g., Sport Representative, President, Sport Master)

Signature: _____ Date: _____

Student Position: _____ Name: _____

(e.g., Sport Representative, President, Sport Master)

Signature: _____ Date: _____