



Venue User Agreement

Understand the terms and conditions before your club signs

Local Councils and other Facility Providers will often ask sporting organisations to sign an Agreement for hire and use of their facility or venue. It is important that you completely understand the terms and conditions of these agreements prior to signing. It is possible that these Agreements will contain "indemnity / hold harmless" clauses that state that the Council or Facility Provider will not be held liable in the event of injury arising as a result of such use. Some may even ask you to include the Council or Facility Provider as a co-insured under your policy.

Please read these agreements carefully and ensure you understand the terms before you sign.

THE FOLLOWING EXCLUSION APPLIES TO YOUR QRL LIABILITY POLICY:

"Liability assumed by the insured under any contract or agreement except to the extent that such liability would have been implied by law" (please refer to policy document exclusion 21 for complete wording).

Therefore, Rugby League organisations that sign Council / Facility Provider venue user agreements that include "Indemnity and / or Hold Harmless" clauses, **will** lose the protection of their Public Liability policy should they incur liability as a result of those clauses being in the agreements.

Public Liability premiums are predicated upon Common Law liabilities and not liability that may be assumed under contract - where one party agrees to assume the liability of another irrespective of legal liability. Therefore, local Councils and other Facility Providers cannot neglect their responsibilities to provide an adequately maintained and safe venue for use.

The following procedure is recommended by OAMPS Insurance Brokers in association with SLE the public liability insurer for QRL.

We recommend that you cross out any such "indemnity / hold harmless" clauses that appear in your Council / Facility Provider venue user Agreement and sign and include this sheet as an attachment to the Agreement.

"The _____ (name of Tenant Organisation) agrees to indemnify and keep indemnified the _____ (name of Facility Provider) its servants and agents and each of them from and against all actions, costs, claims, charges expenses and damages which may be brought or made or claimed against them, or any of them and which is due to, or arises from, or is caused by the sole negligence of the _____ (name of Tenant Organisation) and which is related to the use of the _____ (name of Facility Provider) facility at the location described in the Agreement.

The (name of Facility Provider) agrees the responsibility rests with them to provide and ensure their facilities are safe for occupation and play and are regularly and appropriately maintained."

Signed:

Name:

Position:

Rugby League Organisations that are not sure if their Council / Facility Provider's venue user Agreement contains "indemnity / hold-harmless" clauses, or if the Council or Facility Provider has requested that they be included as a co-insured under your policy, should contact OAMPS Insurance Brokers to have this matter clarified.