

## **HILLS BASKETBALL ASSOCIATION INC.** **VENUE HIRE CONDITIONS**

### **GENERAL**

1. HBS shall refer to the Hills Basketball Stadium and DRC shall refer to the Dural Recreation Centre, HBA shall refer to the Hills Basketball Assoc Inc. Hirer shall mean the club, association, company, society, team, person or other body, whether incorporated or unincorporated, to which use of the HBS or DRC or parts thereof is granted.
2. Any Hirer not vacating the HBS or DRC by the time specified on their booking form shall be liable to such further charges as the HBA may determine.
3. Any authorised officer of the HBS, DRC or HBA shall at all times, notwithstanding any hiring, be entitled to free access to any part of the HBS.
4. The HBA shall not accept any responsibility for failure of any equipment. If a fault does occur however, it will be attended to as soon as practicable.

### **APPLICATION AND PAYMENT**

5. An application for hiring must be in writing on the official HBS or DRC Booking Form.
6. On receipt of an application for use, provided space and facilities are available, a tentative booking will be made. This booking will be confirmed upon receipt of the deposit (50% of total hire fee).
7. Application for hire must be made a minimum of four (4) weeks prior to the date of the event. (In certain circumstances a booking may be accepted closer to the date, however a late surcharge may apply).
8. The hiring charge is to be paid in full no later than seven (7) days after the time of hire.
9. The Hirers may be required to pay a bond as security against damage to the HBS or DRC. The bond will be refunded to the Hirer within seven (7) days of the conclusion of the event provided that HBA may deduct the reasonable cost of repairing any damage and undertaking any extra cleaning resulting from the hire of the HBS or DRC.

### **CANCELLATION BY HIRER**

10. A hirer may cancel a booking by giving written notice to the HBA General Manager.
11. Deposits are non-refundable (exception – clause 12).
12. Where a booking is cancelled by the hirer the deposit will only be refunded if the facility can be re-hired to another user and at the HBA's discretion.

### **CANCELLATION BY HBA**

13. a. HBA may cancel the hiring at any time without notice to the hirer.
- b. HBA may cancel the hiring if in its opinion:
  - i) the facility will be unfit for use during the period of hire, or
  - ii) the facility may be unduly damaged by use for the hiring purpose
- b. Where HBA cancels the hiring the deposit will be repaid to the hirer.
- c. HBA will not be liable for any loss or damage arising out of its cancellation of the hiring.

### **ADMISSION AND REMOVAL OF PERSON**

14. HBA may at any time, in its absolute discretion:

**HILLS BASKETBALL ASSOCIATION INC.**  
Hills Basketball Stadium, Fred Caterson Reserve, Caterson Drive, Castle Hill  
PO Box 6426, Baulkham Hills Business Centre, NSW, 2153.  
Email: [info@hillshornets.com.au](mailto:info@hillshornets.com.au) Website: [www.hillshornets.com.au](http://www.hillshornets.com.au)  
Tel: 02 9894 8944 Fax: 02 9894 8127



- a. refuse admission of any persons to the HBS or DRC.
  - b. direct any person or persons to leave the HBS or DRC.
15. If:
- a. a person who has been refused admission to the HBS or DRC enters it, or
  - b. a person who has been directed to leave the HBS or DRC fails to do so, HBA may close the facility.
16. If HBA closes the facility:
- a. the hirer will be deemed to have voluntarily abandoned the hiring;
  - b. the hiring charge will not be refunded, and
  - c. HBA will not be liable for any loss or damage sustained as a result of the closure.
  - d. the Hirer will be liable for any loss or damage sustained by HBA, its servants or agents as a result of the closure.

#### **OBLIGATIONS**

17. The Hirer will not, without the approval of HBA:
- a. use the facilities for any purpose other than the hiring purpose;
  - b. allow any person not subject to the direction and control of the hirer to use the facilities;
  - c. use electronic equipment including scoreboards and timing equipment;
  - d. re-hire the facilities to any other person;
  - e. use any part of the HBS or DRC complex other than the facilities nominated on the booking form.
18. The Hirer shall not hawk, sell, dispose of or supply anything whatsoever in the HBS or DRC without the approval of and subject to any conditions notified by HBA.

#### **SUPERVISION**

19. **The hirer is to be liable for:**
- a. The organisation and running of a particular event in consultation with HBA.
  - b. Supervision and control of all persons entering HBS or DRC for the purpose of the particular event.
  - c. Leaving the premises, including change rooms, toilets and showers, tidy.
  - d. Ensuring all competitors and officials wear footwear that will not mark the court surface.
  - e. The supervision and conduct of all persons attending the HBS or DRC either as a spectator or performer.
  - f. Providing the name and signature of the Supervisor on the official booking form.

#### **INSURANCE**

20. a. **The HBA requires the Hirer to provide a**
- certificate of currency detailing Public Liability Insurance to \$10 million per any one occurrence, indemnifying both the HBS, DRC and the HBA to the extent required by the indemnities herein. This certificate of currency should be lodged at least 14 days prior to the occupation date.**
- b. If the Hirer will have any employed staff in attendance, the Hirer is to provide a certificate of currency detailing Worker's Compensation insurance held by the Hirer.

#### **INDEMNITY**

21. The Hirer will indemnify and keep indemnified the HBS, DRC and the HBA and their respective employees and agents against all actions, proceedings, claims and demands which may be brought or made against them by any person in respect of loss, damage or injury arising out of or in connection with, whether directly or indirectly, the hiring of the facilities by the hirer and all costs, damages and expenses which may be incurred by them in defending or settling those actions, proceedings, claims or demands.



**FITNESS FOR HIRING PURPOSE**

22. The Hirer agrees that he/she has satisfied him/herself that the facilities are fit for the hiring purpose and acknowledges that the HBS or DRC does not warrant that the facilities are fit for the hiring purpose.

**MAKING GOOD ANY DAMAGES**

23. The Hirer agrees to pay the HBA, on demand, the cost of repairing or making good any damage to the HBS or DRC or any part thereof arising out of or incidental to the hiring and for the loss of any equipment included in hiring, provided however, that the hirer shall not be responsible for damage caused by an Act of God.

**REFRESHMENTS**

24. A hirer shall not take or permit into HBS or DRC or its immediate vicinity, any machine or any structure of vehicle for selling or offering or exposing for sale any refreshment or other goods or any service except with the prior consent of and in accordance with any condition notified by the General Manager.
25. The Hirer shall not permit any alcoholic beverages to be brought into the stadium during the hiring except with the prior consent of and in accordance with any condition notified by the General Manager.

**REMOVAL/ADDITION OF FIXTURES OR FITTINGS**

26. No fixtures, fittings or furnishings of HBS or DRC may be altered, moved or removed without consent of the General Manager.
27. Any furnishings, equipment or vehicles to be brought on to the premises by any Hirer must be authorised by the General Manager.

**ADVERTISEMENT**

28. No advertisement may be erected or displayed on or within the HBS or DRC except with prior consent of and in accordance with any conditions notified by the General Manager.

**ANIMALS**

29. No animals may be admitted to the HBS or DRC without prior written agreement from the General Manager.

**MARQUEES, HUTS, STALLS ETC**

30. No marquee, hut, stall, or similar structure shall be erected on, or in, or in the immediate vicinity of the HBS or DRC except with prior consent of or in accordance with any conditions notified by the General Manager.

**COLLECTIONS AND LOTTERIES**

31. The following shall not be permitted in or in the immediate vicinity of the HBS or DRC without the prior consent of the General Manager:
- collection of donations.
  - games of chance or of mixed chance and skill.
  - betting or wagering.

