



CENTRAL COAST
BASKETBALL



HIRE AGREEMENT

JULY 2023

WWW.CCBASKETBALL.COM.AU

HIRE AGREEMENT TERMS AND CONDITIONS

These are the terms and conditions that apply to the hire of the venue by Central Coast Basketball Incorporated (ABN 18 287 721 469) (**CCB**) to the person or entity named (the Hirer) on the venue hire application form.

1. Application and Payment

- a) All applications must be recorded on a CCB Booking Form;
- b) Bookings will be confirmed upon receipt of the Booking Form;
- c) CCB will require that a 25% deposit be paid upon booking. An invoice stating the full amount for the hire will be sent to the provided email address. 25% of the total amount will need to be paid within three days of receiving the invoice and that all hiring charges are paid 72 hours prior to the booking date.
- d) CCB may require the Hirer to provide reasonable security for damage at any time. If the Hirer does not provide the security requested within a reasonable period, CCB may terminate any bookings that have been made;
- e) All payments are to be made through the provided invoice, unless otherwise agreed upon with CCB management at the time of booking.

2. Use of the Venue

- a) The Hirer must only use the venue for the purpose that was disclosed to CCB at the time that the booking was made;
- b) The Hirer is to ensure that nothing is permitted which is disorderly, unlawful, or contravenes the CCB Code of Conduct in connection with the use of the venue;
- c) The Hirer shall, while in the Venue, abide by the directives of the CCB Management/Staff;
- d) The Hirer is responsible for the behaviour of those in attendance during the hire period;
- e) The Hirer is to ensure full supervision and responsibility for the venue (or part of the venue they have hired) during use so unapproved visitors cannot gain access to the venue;
- f) CCB reserves the right to ban and/or have any person/group removed from the premises where that person/group has or is likely to cause injury/damage to other persons or property. CCB may delegate this right to any person who manages CCB or is employed by CCB;
- g) If a person who has been refused admission to CCB enters it, or a person who has been directed to leave CCB fails to do so, CCB may close the venue or call the Police to have the person removed;
- h) All users are to be mindful of neighbours and be considerate especially in relation to noise and traffic management which will be monitored carefully;
- i) Any Hirer not vacating the venue by the time specified on their booking form shall be liable to further charges as CCB may determine, acting reasonably;

- j) Any time required for setting up in the venue, or for cleaning up at the end of your event must be included in the period booked;
- k) The venue is a non-smoking facility including the immediate entry to the Stadium. There are designated smoking areas which can be located on the other side of the carpark opposite the entry to the venue. If the smoking of any substance occurs within the venue, the Hirer will be liable for cleaning costs as reasonably determined by CCB;
- l) The Hirer acknowledges and agrees that security cameras are installed within the venue, and that the activities of the Hirer and their invitees may be recorded and viewed. CCB confirms that it will act in accordance with all relevant laws in relation to the recording and viewing of security footage;

3. Care of Premises

- a) The venue and its facilities must be left in a neat and tidy condition by the Hirer prior to vacating the venue, having regard to the condition that they were in at the commencement of their use by the Hirer;
- b) The Hirer is responsible for proper cleaning of the mezzanine kitchen area (if utilised), and for loss or damage to any equipment and facilities, which are used by themselves, or other persons contracted by the Hirer;
- c) All rubbish is to be collected and placed in the appropriate waste and recycling bins;
- d) The Hirer needs to ensure that extra care is taken to preserve the state of the court surfaces. This means that where applicable tables and chairs have protective coverings on the legs, and that matting is used under any items which may damage the floor;
- e) Only non-marking soled shoes are permitted on the playing surfaces of the courts. The use of any other shoes may potentially damage the courts;
- f) **CCB reserves the right to charge an additional cleaning fee or request a cleaning bond to be paid in advance if the hired areas require additional cleaning, removal of rubbish and/or movement of equipment;**
- g) CCB will inspect the venue on a regular basis, and CCB's determination of the condition of the venue after its use by the Hirer will be binding, in the absence of manifest error;
- h) If CCB suffers a loss of income due to the Hirer's failure to comply with this clause, then in addition to the costs of rectifying the breach, the Hirer will be required to compensate CCB from any loss of income that results from CCB not being able to fulfil subsequent bookings for the venue;

4. Obligations

- a) The Hirer will not, without the approval of the General Manager of CCB:
 - i) use the facilities for any purpose other than the hiring purpose;
 - ii) allow any person not subject to the direction and control of the Hirer to the use of the facilities;
 - iii) re-hire the facilities to any other person;
 - iv) use any part of the CCB complex other than the areas nominated on the booking form.

5. Removal/Addition of Fixtures or Fittings

- a) No fixtures, fittings, or furnishings of CCB may be altered, moved, or removed without the consent of the General Manager;
- b) The Hirer is to provide all specialist equipment that is required, subject to the prior consent of CCB;
- c) If the Hirer wishes to also hire equipment from CCB, this will need to be negotiated separately, and at an additional cost to the Hirer. CCB does not warrant that the additional equipment will be available or that it will be hired to the Hirer;
- d) The Hirer must obtain the prior written approval of the General Manager of CCB before bringing any furnishings, equipment, or vehicles into the venue.
- e) No marquee, stall or similar structure shall be erected on, or in or in the immediate vicinity of CCB without prior written consent from the General Manager;
- f) No tape/stickers shall be stuck to the floor surface without prior written approval from the General Manager. Any tape must be specialised tape to preserve the court surface;
- g) Any approval granted by the General Manager pursuant to these terms and conditions may be subject to any conditions that the General Manager deems necessary;
- h) For the avoidance of doubt, the General Manager is not required to grant any approvals and may withhold approvals at their absolute discretion;
- i) The Hirer is liable for, and to the fullest extent permitted by law required to indemnify CCB against, any loss, damage or claims arising out of any damage, injuries or death arising through use of equipment, whether their own or hired;

6. Damages and Repairs

- a) The Hirer will be responsible for any reasonable expense imposed by CCB in connection with repairs, security, and improper use of equipment and/or extra cleaning which may become a consequence of the booking or the Hirer's use of the Venue;
- b) CCB reserves the right to determine the cost of any damages and/or extra cleaning which may be necessary, above and outside that which is normally expected following usage of the venue;
- c) CCB reserves the right to retain all or part of the bond to meet such costs if necessary, or to bill the Hirer for additional costs;
- d) The Hirer must report any broken or damaged equipment, fittings, or furniture to CCB Staff immediately upon the Hirer or their invitee becoming aware of the damage;

7. Insurance

- a) CCB requires the Hirer to provide a Certificate of Currency detailing Public Liability Insurance to \$20 million per any one occurrence, and indemnifying CCB to the fullest extent permitted by law against any liability arising from the Hirer's use of the venue;

- b) CCB requires a Certificate of Currency detailing Worker's Compensation Insurance if the Hirer has any employed staff in attendance;
- c) When the venue is being used to host individual stall holders, each stall holder is to provide a Certificate of Currency to the named Hirer;
- d) CCB may amend or provide additional insurance requirements from time to time;
- e) If the Hirer does not provide the required Certificates of Currency when required by CCB, CCB may terminate the Hirer's booking;

8. Indemnity

- a) Subject to the balance of this clause, the Hirer hereby agrees to indemnify, to keep indemnified, and save harmless CCB, its employees and agents, from and against all claims, demands, actions, damages, costs, losses and expenses of any nature whatsoever (**Claims**) which may be incurred directly or indirectly by reason of or in relation to the use of the venue, its facilities, or any equipment provided by CCB by the Hirer, its invitees or any associated person or entity. This includes, without limitation, Claims arising out of or in connection with any breach by the Hirer of these terms and conditions;
- b) The Hirer's obligations above do not apply to the extent that any Claim arises out of any negligent act or omission of CCB or any of their respective employees, agents, or contractors;
- c) CCB will not be liable to the Hirer for any loss of life, personal injury, or damage to or loss of property which may be suffered or sustained at the Centre for any cause whatsoever, save where any such death, injury or damage results from a negligent act or omission of CCB, its agents or employees;
- d) The Hirer agrees to occupy and use the venue and its facilities at its own risk and releases CCB from all claims and demands of any kind and from any liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about venue or its facilities unless solely caused by a negligent act or omission of CCB;

9. Food and Beverage

- a) A Hirer will not, and must ensure that its invitees do not, within the vendor or in its immediate vicinity (including but not limited to the carpark):
 - i) sell, or permit to be sold, any food, drinks, alcoholic beverages, or any other goods or services without the prior written consent of the General Manager of CCB (which may be refused in CCB's absolute discretion, or granted subject to conditions);
 - ii) take or permit into venue or its immediate vicinity (including carpark), any machine or any structure of vehicle for selling or offering or exposing for sale any refreshment or other goods or any service without the prior written consent of the General Manager of CCB (which may be refused in CCB's absolute discretion or granted subject to conditions);

10. Animals

- a) Other than assistance animals permitted by law, no animals may be admitted to CCB without prior written agreement from the General Manager of CCB (which may be refused in CCB's absolute discretion or granted subject to conditions)

11. Advertisement

- a) No advertisement may be erected or displayed on or within CCB except with prior consent of the General Manager of CCB (which may be refused in CCB's absolute discretion or granted subject to conditions);
- b) Any marketing or promotion of the event must receive the prior approval by CCB to ensure that it does not conflict with any current agreements in place between CCB and other providers;
- c) CCB may, but is not required to, provide the Hirer with the opportunity to promote the upcoming event on the street signage (Terrigal Drive). If this opportunity is granted, the costs and conditions will need to be separately negotiated and agreed between CCB and the Hirer;

12. Collections and Lotteries

- a) The following shall not be permitted in or in the immediate vicinity of CCB without the prior consent of the General Manager:
 - i) collection of donations;
 - ii) games of chance or of mixed chance and skill; and
 - iii) betting or wagering.

13. Cancellation and Changes to Bookings

- a) **Cancellation by Hirer** – a Hirer may cancel a booking by giving written notice to the General Manager. The following cancellation fees will apply:
 - i) Cancellation within 72 hours of date of venue hire – 100% of booking fee;
 - ii) **Cancellation within four (4) weeks of date of the venue hire** – 50% of booking fee;
 - iii) **Cancellation more than four (4) weeks before the date of the venue hire** – no fee;
- b) **Reduction of hours** – a Hirer may reduce the hours of their booking by giving written notice to the General Manager. CCB reserves the right to charge a fee of up to 50% of booking fee for the hours reduced and will advise at time of booking adjustment;
- c) **Additional hours** – a Hirer may apply to increase the hours of their booking by giving written notice to the General Manager. CCB reserves the right to accept and decline requests to increase hours at its sole discretion;
- d) **Change of hours** – a hirer may apply to change the start and finish time of their booking by giving written notice to the General Manager. CCB reserves the right to accept and decline requests to change hours at its sole discretion;

- e) CCB reserves the right to charge an administrative fee of \$55.00 (inc. GST) for changes made to a booking;
- f) **In general, requests to reduce, increase or change hours of booking must be received by no later than one (1) week prior to the commencement of a booking;**
- g) Changes and cancellations to the hire are at the discretion of CCB, however CCB will aim to provide as much notice as possible;
- g) **Cancellation by Venue (i.e., CCB)** – the General Manager may cancel the booking at any time if in their opinion the venue:
 - i) will be unfit for use during the period of hire
 - ii) cannot be lawfully used due to public health orders or similar laws
 - iii) or if the venue has been unduly damaged and is unfit for hire.
 - iv) CCB will either fully refund all monies paid or hold in credit for future bookings in this situation.

13. Closure of Venue

- a) CCB Management/Staff reserves the right to ban and/or have any person/group removed from the premises where that person/group has or is likely to cause injury/damage to other persons or property;
- b) If a person who has been refused admission to CCB enters it, or a person who has been directed to leave CCB fails to do so, CCB may close the venue or call the Police to have the person removed;
- c) **If CCB closes the venue:**
 - i) the Hirer will be deemed to have voluntarily abandoned the hiring,
 - ii) the fees paid by the Hirer will not be refunded, and;
 - iii) CCB will not be liable for any loss or damage sustained as a result of the closure, and;
 - iv) the Hirer will be liable for any loss or damage sustained by CCB, its servants or agents as a result of the closure.

14. Breach of Agreement

- a) CCB Management reserves the right at its sole discretion not to approve any application, or to cancel the agreement at any time for any breach of policy or procedure;
- b) Failure to comply with the requirements set out in this document will be regarded as a breach of agreement, giving CCB the right to sue for the recovery of any amount and/or to cancel all or any such future booking;

15. Privacy and Personal Information Act

- a) The personal details requested for the Venue Hire Forms are being collected and will be used for the purpose of an application of Central Coast Basketball. The supply of information by the hirer is voluntary.
- b) If you cannot provide or do not wish to provide the information sought, management may not be able to process your application.
- c) Central Coast Basketball is to be regarded as the agency that holds the information and you can request that Management suppress your personal information from a public register.