

HILLS BASKETBALL ASSOCIATION LTD

PO Box 6426, Baulkham Hills BC, NSW, 2153

Phone: 02 9894-8944

Email: info@hillshornets.com.au

Website: www.hillshornets.com.au

ABN 26 667 459 814

HILLS BASKETBALL ASSOCIATION VENUE HIRE AGREEMENT

Applicable to Hills Basketball Stadium (HBS), Bernie Mullane Sports Complex (BMSC), Dural Recreation Centre (DRC), and any additional HBA-managed satellite venues

1. Purpose

This Venue Hire Agreement sets out the terms and conditions governing the hire of facilities owned, operated or managed by Hills Basketball Association Ltd (HBA).

HBA venues are community assets that primarily support basketball participation, recreation, education and community engagement. HBA may also permit commercial and community events where those activities align with HBA's strategic objectives, operational requirements and community values.

By submitting a booking request or using an HBA venue, the Hirer acknowledges that they have read, understood and agree to be bound by this Agreement.

2. Scope

This Agreement applies to all casual, seasonal and event bookings at:

- Hills Basketball Stadium
- Bernie Mullane Sports Complex
- Dural Recreation Centre
- Bernie Mullane Sports Complex Outdoor Courts
- Any additional venue owned or managed by HBA.

It applies whether the booking is made online, by email, by telephone, in person, or under an ongoing seasonal arrangement.

3. Definitions

- **Agreement:** this Venue Hire Agreement together with all related policies, procedures, booking confirmations and approved variations.
- **Booking Confirmation:** written confirmation issued by HBA confirming the booking.
- **Bond:** a refundable security deposit held against damage, additional cleaning or other costs.
- **Casual Booking:** a one-off booking for recreational, community or private use.
- **Commercial Activity:** any activity involving admission fees, sponsorship, filming, photography, merchandise sales, product promotion, advertising or financial gain.

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- **Facilities:** the courts, rooms, equipment, furniture and associated infrastructure included within the booking.
 - **Fee:** the total booking amount payable, including GST.
 - **Hirer:** the individual or organisation responsible for the booking, including its employees, contractors, volunteers and attendees.
 - **Major Event:** a tournament, exhibition, trade show, festival, activation, large community event or any booking requiring significant operational planning.
 - **Outdoor Courts:** any external courts managed by HBA.
 - **Period of Hire:** the approved booking times stated in the Booking Confirmation.
 - **Season Booking:** a recurring booking occurring over multiple weeks or an agreed sporting season.
 - **Venue:** any facility owned, leased or managed by HBA.
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4. Agreement Terms

- This Agreement supersedes all previous agreements.
 - Any variation must be agreed in writing.
 - Use of the Facilities implies acceptance of these terms, even in the absence of a signed document.
 - HBA reserves the right to refuse or cancel any booking at its sole discretion.
 - No rights of exclusivity are granted unless confirmed in writing.
 - GST applies to all taxable supplies.
 - The Hirer may not assign or transfer this Agreement.
 - Any unenforceable clause may be severed without affecting the remainder of this Agreement.
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5. Venue Hire Categories

To support effective management of HBA facilities, bookings are categorised as follows.

5.1 Major Events

Major Events include, but are not limited to: tournaments, exhibitions, trade shows, commercial activations, conferences, school carnivals and community events.

Additional operational requirements may apply, including an Event Management Plan, Risk Assessment, Traffic Management Plan, security, bond, additional insurance, cleaning requirements, council approvals and emergency planning. HBA reserves the right to impose additional conditions based on the nature of the event.

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5.2 Term and Season Bookings

These include HBA competitions and development programs, schools, sporting clubs and recurring community bookings. They may be offered renewal opportunities at HBA's discretion and remain subject to venue availability each season.

5.3 Casual Bookings

These include one-off court hire, meetings, social sport, outdoor court hire, corporate recreation and private functions approved by HBA. Casual bookings are subject to availability and must be paid in accordance with this Agreement.

6. Bookings and Approved Use

6.1 Booking Requests

All booking requests must be submitted in writing (including email) through an approved HBA booking process. A booking is not confirmed until written confirmation has been issued by HBA.

6.2 Approved Use

The Venue may only be used during the approved Period of Hire, for the approved hiring purpose, and within the approved booked areas. Any variation requires prior written approval. The Hirer must vacate the Facility on time; overruns will incur extra charges.

6.3 Prohibited Activities

The Venue must not be used for:

- unlawful activities
- gambling
- adult entertainment
- political rallies
- discriminatory conduct or hate speech
- activities likely to damage HBA's reputation
- any activity not disclosed during the booking process.

6.4 Refusal, Cancellation or Termination of High-Risk Bookings

HBA reserves the absolute discretion to refuse, cancel or terminate any booking where, in HBA's reasonable opinion, the proposed activity:

- presents an unacceptable operational or safety risk
- conflicts with HBA's values or strategic objectives
- may damage HBA's reputation
- has been inaccurately represented during the booking process
- may adversely affect neighbouring users or surrounding residents
- is likely to damage HBA facilities

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- is otherwise considered unsuitable.

6.5 Competing Basketball Activities

Unless approved in writing, Hirers must not conduct basketball competitions, coaching businesses, development programs, camps, clinics or commercial basketball activities that compete with, replicate, or may reasonably be considered detrimental to HBA programs, competitions or commercial interests.

6.6 Commercial Activities

Any booking involving admission fees, sponsorship, merchandise sales, filming, livestreaming, commercial photography, product launches, exhibitions, vendor stalls or promotional activities requires prior written approval from HBA.

7. Venue Priority

HBA venues primarily operate to support basketball participation and community recreation. HBA reserves the right to allocate venue availability in the following priority:

- HBA competitions, programs and events
- approved schools and community sporting organisations or teams
- commercial hire.

Confirmation of a booking does not create any entitlement to future bookings or ongoing access to HBA facilities. HBA reserves the right to amend, relocate, suspend or cancel any booking where reasonably necessary to accommodate HBA competitions, programs and events, venue maintenance, emergency situations, operational requirements or safety considerations.

8. Payment Terms

8.1 Fees and Deposits

Unless otherwise agreed in writing, the following payment terms apply.

Booking Value	Payment Requirement
Up to \$500	Full payment at least 7 days prior to the booking.
\$501 to \$2,000	Full payment at least 14 days prior to the booking.
Over \$2,000	50% deposit on booking confirmation; balance at least 14 days prior to commencement of hire.

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Failure to pay by the due date may result in cancellation of the booking. Additional charges may apply for (but are not limited to) cleaning, damage, overtime, security, staffing, equipment hire, waste removal, additional utilities, emergency call-outs and other costs reasonably incurred by HBA as a result of the hire.

Post-hire invoices are payable within seven (7) days. Interest may be charged on overdue accounts in accordance with the Penalty Interest Rates Act.

8.2 Term and Season Bookings

Recurring bookings are invoiced in accordance with the agreed schedule. Payment is due seven (7) days prior to commencement of term or season. Failure to pay may result in suspension of future bookings, cancellation of the remaining season, recovery of outstanding debts, or loss of priority renewal rights. Refunds for cancelled recurring bookings will generally be issued as an HBA booking credit valid for twelve (12) months.

8.3 Public Holiday Surcharge

Bookings held on recognised New South Wales public holidays incur a 5% public holiday surcharge. Where HBA's café is open on a public holiday, all food and beverage purchases incur a 10% public holiday surcharge. Applicable surcharges appear on the Booking Confirmation or invoice.

9. Bond

The Bond amount is determined based on event size, booking duration, anticipated risk, previous booking history and equipment being used.

HBA may deduct from the Bond any reasonable costs relating to damage, additional cleaning, lost equipment, waste removal, overtime, security, or breaches of this Agreement. Remaining Bond monies will normally be refunded within seven (7) business days following inspection of the Venue.

10. Cancellations and Variations

10.1 Cancellation by the Hirer

The following cancellation charges apply.

Notice Provided	Cancellation Fee
More than 3 months	25% of total hire fee
30 days to 3 months	50% of total hire fee

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Notice Provided	Cancellation Fee
Less than 30 days	100% of total hire fee

Where HBA is able to secure another booking for the cancelled period, HBA may reduce the cancellation fee at its discretion.

10.2 Cancellation by HBA

HBA reserves the right to cancel any booking due to operational requirements, emergency situations, safety concerns, Force Majeure, maintenance, or breach of this Agreement. Where HBA cancels a booking, the Hirer will receive either a full refund or an agreed alternative booking date. HBA will not be liable for indirect or consequential losses.

11. Conditions of Entry and Access

- Venue capacity: HBS – 600 persons; BMSC Indoor – 200 persons; BMSC Outdoor – 500 persons; DRC – 100 persons.
- HBA staff may access the Venue at any time.
- HBA reserves the right to refuse entry or remove individuals for misconduct or breach of policy.
- Closure due to non-compliance will result in forfeiture of fees.
- Venues are monitored by CCTV; entry implies consent to surveillance.

12. Hirer Responsibilities

The Hirer must:

- comply with all HBA policies, laws and safety regulations
- ensure adequate supervision and responsible conduct of all attendees
- leave the Venue clean and return all equipment to its original state
- not alter, damage, or sublet the Facilities
- ensure appropriate non-marking footwear is used
- obtain and maintain all necessary permits and licences
- not introduce hazardous substances, dangerous goods, or unauthorised equipment.

13. Damage, Cleaning and Maintenance

- Any damage must be reported immediately to HBA.
- Cleaning or repair costs may be invoiced to the Hirer.

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- Property left on-site for more than 7 days may be removed or disposed of by HBA without liability.
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14. Fit for Purpose

- The Hirer is responsible for ensuring the Venue is suitable for their intended use.
 - HBA makes no representations or warranties regarding the fitness of the Venue for the Hirer's specific purpose.
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15. Insurance

All use is at the Hirer's own risk. HBA may require the Hirer to provide:

- a Certificate of Currency evidencing \$20 million Public Liability insurance, naming HBA as an interested party
 - Workers' Compensation cover if staff, contractors or volunteers are engaged.
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16. Indemnity and Liability

The Hirer indemnifies and holds harmless HBA from all claims, costs, damages and liabilities arising from the hire. HBA's liability is strictly limited to the value of fees paid. HBA accepts no responsibility for:

- equipment or utility failures beyond its control
 - loss, theft, or damage to personal property
 - personal injury, except where caused by HBA's proven gross negligence.
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17. Supervision and Security

- The Hirer is fully responsible for the conduct and safety of attendees.
 - Alcohol, signage, or merchandise requires prior written approval.
 - Licensed security may be mandated for large-scale, high-risk, or after-hours events.
 - The Hirer is liable for any breach of council regulations, including noise restrictions.
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18. Special Conditions

18.1 Outdoor Court Bookings

- Outdoor courts are uncovered facilities and are subject to changing weather conditions.
- No refunds or credits are provided where the Hirer chooses not to proceed due to rain, heat, wind or other weather conditions.

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- Where HBA determines an outdoor court is unsafe or unsuitable due to extreme weather or operational reasons, HBA may, at its sole discretion, offer one transfer to an alternative available date and time.
- Requests to transfer must be submitted in writing within 48 hours of the original booking.
- Approved transfers are subject to availability and must be used within three (3) months unless otherwise approved.
- If no suitable booking is available, or no written request is received within 48 hours, the booking is forfeited and no refund or credit applies.

18.2 Catering and Food

External catering providers are not permitted at HBA venues. Where catering is required for a function, it will be provided by the HBA Café catering service. Hirers must arrange any catering requirements with HBA in advance. Fundraising BBQs are not permitted unless expressly authorised in writing by HBA.

18.3 Other Conditions

- Merchandise sales or promotional activities require CEO approval.
 - Animals, staging, or temporary structures require written consent.
 - Collections, raffles, or lotteries are prohibited unless expressly authorised in writing.
 - Vehicles must only park in designated areas.
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19. Privacy

- HBA collects personal information for the administration of bookings.
 - Data is managed in accordance with the HBA Privacy Policy.
 - Hirers may request access to or correction of their personal information.
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20. Governing Law

- This Agreement is governed by the laws of New South Wales.
 - Any disputes will be determined exclusively within NSW jurisdiction.
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21. Related Policies and Documents

- HBA Fee Schedule
 - HBA Conditions of Entry
 - HBA Privacy Policy
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22. Declaration and Consent

By submitting a booking request via email, I:

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- confirm I am at least 18 years of age and legally authorised to enter this Agreement
- acknowledge I have read and understood all terms and conditions
- accept responsibility for all attendees and the condition of the hired Facilities
- understand that non-compliance may result in cancellation, penalties, or restriction of future bookings.

Booking confirmation via email constitutes acceptance of this Agreement.