

## HILLS BASKETBALL ASSOCIATION LTD

PO Box 6426, Baulkham Hills BC, NSW, 2153

Phone: 02 9894-8944

Email: [info@hillshornets.com.au](mailto:info@hillshornets.com.au)

Website: [www.hillshornets.com.au](http://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 and Application

This Agreement sets out the terms and conditions governing the hire of venues managed by Hills Basketball Association Ltd (HBA). By submitting a booking request via email or by using HBA's facilities, the Hirer acknowledges and agrees to comply with all provisions contained herein.

HBA venues are community assets intended to support basketball, recreation, and broader community activities such as exhibitions and trade shows. Hire is permitted where such use aligns with HBA's values, operational requirements, and community objectives.

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### 2. Definitions

- **Agreement** – this document and its terms.
- **Booking Confirmation** – written confirmation (including email) issued by HBA specifying the agreed hire details.
- **Facilities** – the part of the venue subject to hire, including fixtures, fittings, and equipment.
- **Fee** – the total hire amount payable, including GST where applicable.
- **Deposit** – any amount payable in advance to confirm a booking.
- **Bond** – a security payment held against damage, breach, or additional charges.
- **Hirer** – the individual or organisation listed in the booking confirmation, including their representatives, staff, contractors, and attendees.
- **Hiring Purpose** – the intended use of the venue as agreed in the booking confirmation.
- **Venue** – any HBA-managed facility including HBS, BMSC, DRC, or satellite venues.
- **Period of Hire** – the agreed date(s) and time(s) for hire.

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### 3. 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 is applicable to all taxable supplies.
- The Hirer may not assign or transfer this Agreement.

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- Any unenforceable clause may be severed without affecting the remainder of this Agreement.
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#### 4. Bookings and Use of Facilities

- All booking requests must be submitted in writing (including email) and are only valid once acknowledged and confirmed by HBA.
  - Use is restricted to the Period of Hire and Hiring Purpose.
  - The Hirer must vacate the Facility on time. Overruns will incur extra charges.
  - The Venue may not be used for unlawful, unsafe, discriminatory, or otherwise inappropriate purposes.
  - Prohibited uses include, but are not limited to: gambling, adult entertainment, political rallies, hate speech, or any activity likely to cause reputational harm to HBA.
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#### 5. Payment Terms

##### 5.1 Fees and Deposits

- Bookings under \$500: Full payment required at least 7 days prior to the booking.
- \$500–\$2,000: Balance payable 14 days prior to hire.
- Over \$2,000: 50% deposit upon booking, with the balance due 14 days prior to the final hire date.
- Post-hire adjustments will be invoiced and payable within 7 days.

##### 5.2 Repeated Regular Bookings

- Payment is due 7 days prior to each hire session unless otherwise agreed in writing.
  - Failure to make timely payment may result in interest charges, recovery costs, or cancellation of the booking.
  - Refunds for regular bookings will in the form of a coupon only, redeemable against future hire within one year.
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#### 6. Bond

- A Bond may be required at HBA's discretion.
  - The Bond will be refunded within 7 days post-hire, provided no damage, breach, or additional costs arise.
  - HBA reserves the right to deduct damage, cleaning, or other charges from the Bond.
  - Failure to pay a Bond by the due date will result in automatic forfeiture of the booking.
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#### 7. Cancellations and Variations

##### 7.1 By the Hirer

- More than 3 months' notice: 25% of the hire fee retained.
- Less than 3 months' notice: 50% of the hire fee retained.
- Less than 30 days' notice: 100% of the hire fee payable.

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### 7.2 By HBA

- HBA may cancel a booking due to safety concerns, operational requirements, or breach of this Agreement.
- Refunds apply only to fees already paid; HBA accepts no liability for indirect or consequential losses.
- Where possible, HBA may offer rescheduling of the booking.

### 7.3 Variations

- All variations must be submitted in writing.
- Any change of date may be treated as a cancellation.
- Additional hire time or space is subject to availability and applicable charges.

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## 8. Conditions of Entry and Access

- Venue capacity: HBS – 500 persons; BMSC – 250 persons; DRC – 150 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.

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## 9. 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 all equipment returned 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.

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## 10. Damage, Cleaning, and Maintenance

- Any damage must be reported immediately to HBA.
- Cleaning or repair costs may be invoiced to the Hirer.
- Property left on-site for more than 7 days may be removed or disposed of by HBA without liability.

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## 11. 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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## 12. Insurance

- All use is at the Hirer's own risk.

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- 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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### 13. 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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### 14. 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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### 15. Special Conditions

- Commercial photography, filming, or promotional activities require prior written approval and may incur additional charges.
- The serving of food, meals, or catered functions is strictly prohibited within all HBA venues. Functions involving the provision of meals are not permitted. Only light refreshments such as bottled water or sports drinks may be consumed, unless otherwise approved in writing by HBA.
- Catering, food stalls, or fundraising BBQs are not permitted unless expressly authorised in writing by the HBA Chief Executive Officer. Where approval is granted, such activities must be conducted only in designated outdoor areas and in compliance with all applicable health, safety, and council regulations. Additional fees and conditions may apply.
- 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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### 16. 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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### 17. Governing Law

- This Agreement is governed by the laws of New South Wales.

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- Any disputes will be determined exclusively within NSW jurisdiction.

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### 18. Related Policies and Documents

- HBA Fee Schedule
- HBA Conditions of Entry
- HBA Privacy Policy

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### 19. Declaration and Consent

By submitting a booking request via email, I:

- 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.**