

Lismore Basketball Stadium

HIRE AGREEMENT - TERMS AND CONDITIONS

These are the terms and conditions that apply to the hire of the venue by Lismore Basketball Association (**LBA**) to the person or entity named (the Hirer) on the booking form.

1. Bookings and Payment

- a) All requests for hire must be made via Booking request form
- b) All requests are subject to approval by Lismore Basketball. A booking is only approved once the approval email has been received.
- c) An invoice for hire will be sent via email address provided in booking form.
- d) Payments are to be made either by direct credit to LBA bank account (preferred) or via credit card using link on invoice, unless otherwise agreed upon with Lismore Basketball at the time of booking.

2. Use of the Venue

- a) The hire must only use the venue for the purpose that was disclosed to LBA at the time of booking request.
- b) The hirer is to ensure that nothing is permitted which is disorderly, unlawful or contravenes the LBA Code of Conduct in connection with the use of the venue.
- c) The hirer is responsible for the behaviour of those in attendance during the hire period.
- d) The hirer is to ensure full supervision and responsibility of the venue during use so unapproved visitors can not gain access to the venue.
- e) LBA 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.
- f) All users are to be mindful of neighbours and be considerate especially in relation to noise and traffic.
- g) Any hire not vacating the venue by the time specified on their booking form shall be liable for further charges as LBA may determine.
- h) Any time required for setting up in the venue or for cleaning up at the end must be included in the period booked.
- i) The venue is a non-smoking facility including the immediate entry points to the Stadium.

3. Care of the Venue

- a) The venue and its facilities must be left in a neat and tidy condition by the hire, having regard to the condition that they were in at the commencement of their use by the hirer.
- b) All rubbish is to be collected and placed in the appropriate waste and recycling bins.
- c) The hirer needs to ensure that extra care is taken to preserve the state of the court surfaces. No equipment may be used that will cause damage to the floor surface and only shoes with non marking soles are allowed on the courts. No tape/stickers shall be stuck to the floor surface.
- d) All equipment used must be returned to the appropriate storage areas after use.
- e) LBA 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.
- f) If any damage occurs to the stadium during the court hire, attributable to the hirer's usage, the hirer will be held responsible and any costs to repair the damages will be charged.
- g) The hirer must report any broken or damaged equipment, fittings etc to LBA immediately upon the hirer.

4. Insurance

- a) LBA requires the Hirer to provide a Certificate of Currency detailing Public Liability Insurance to \$20 million per any one occurrence, and indemnifying LBA to the fullest extent permitted by law against any liability arising from the hirer's use of the venue.
- b) LBA requires a Certificate of Currency detailing Worker's Compensation Insurance if the hirer has any employed staff in attendance.

5. Cancellation and changes to bookings

- a) A hirer may request a cancellation or change to their booking via their booking log in. Any request to increase time or space is subject to availability and approval.
- b) All request to cancel or change a booking must be received prior the scheduled start of hire already approved.

6. Breach of agreement

- a) LBA reserves the right at its sole discretion not to approve any booking request or to cancel any booking 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 LBA the right to cancel all or any such future booking.