



## CSBA Court Hire Booking Form

Thank you for choosing Comets Stadium for your basketball activities. We endeavor to meet the requirements of your booking. The following information will assist us in this process.

Contact Full Name:		Contact Number:	
Organization/ Company:			
Hire Purpose:			
Contact Email Address:		Approximate group numbers:	
Booking date/s:		Booking time:	
Special requests/instructions:	<i>Please specify number of courts needed, whether you will need referees or scoreboard access.</i>		

### Important details:

- Court hire of Comets Stadium is \$75.30 (inc GST) per hour, per court
- There is no on-site parking available. Street parking is available on Maddox Street and surrounding streets.
- The following areas/pieces of equipment are not to be tampered with: Ice Machine, Fire Exits, Scoreboards and Computers on Bench, and Canteen. Please note: we have CCTV cameras utilized for security purchases.

### Terms and Conditions of Booking:

- All invoices must be paid within 14 days of issue. Failure to do so will result in the cancellation of your booking. Organizations with outstanding invoices will not be permitted to use Comets Stadium or Perry Park Recreation Centre facilities until all outstanding invoices are settled.
- Bookings will be reserved for a maximum of 7 days and confirmed upon payment being received.
- It is the hirers responsibility to ensure that all bookings start and finish on time. If the venue is used longer than the hired period, the hirer will be required to pay an additional fee calculated on a pro rata basis for the additional time used.
- CSBA will abide by the heat policy as outlined here: [http://websites.sportstg.com/get\\_file.cgi?id=36326763](http://websites.sportstg.com/get_file.cgi?id=36326763)
- In the event the facility is deemed unsafe by CSBA, we will contact your organization directly and a credit will be issued in the event you have prepaid your court hire.
- Participants are always to keep the court area clean. Failure to do so will result in a cleaning fee being charged.

I \_\_\_\_\_ (print name), from \_\_\_\_\_ (centre), agree that the above information is correct to the best of my knowledge and understand the terms and conditions of this booking.

\_\_\_\_\_

(Signature)

\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

(Date)

# Standard terms

THIS AGREEMENT is made on the date referred to in the Schedule and is **BETWEEN** the City of Sydney Basketball Association Limited (ACN: 003 597 457) **AND** the Hirer identified in the Schedule.

## It is agreed that:

### 1 Definitions

---

In this Agreement:

**"Claims"** refers to, in relation to a party, an allegation, demand, claim, action, proceeding or suit made or brought by or against that party.

**"Consent"** is defined in clause 8.2.1 of this Agreement.

**"CSBA"** is the City of Sydney Basketball Association Limited (ACN: 003 597 457) having its principal place of business at 53-57 Maddox Street, Alexandria in NSW.

**"EPAA"** means the *Environmental Planning and Assessment Act 1979* (NSW) and any regulations and other statutory instruments issued under it.

**"Equipment"** refers to the equipment provided by the CSBA for use by the Hirer (including its Personnel and invitees) as set out in the Schedule.

**"Hirer"** refers to the Hirer set out in the Schedule.

**"Law"** means any applicable federal or state statute, regulation or subordinate legislation, present or future.

**"Liabilities"** refers to claims, losses, liabilities, damages, charges, costs, outgoings, payments and expenses of any kind (including legal costs on a full indemnity basis).

**"Personnel"** refers to any officer, employee, contractor, representative or agent of the CSBA or the Hirer.

**"Premises"** refers to the area set out in the Schedule.

### 2 License to use

---

- 2.1 The CSBA grants to the Hirer a licence to use the Premises and the Equipment for the purpose described in the Schedule and for no other purpose.
- 2.2 The Hirer agrees to abide by the Conditions of Use set out in clause 8 below.
- 2.3 This licence is not transferable.

### 3 Duration of use

---

This Agreement shall commence and terminate on the dates set out in the Schedule. During that period, the Hirer, subject to this Agreement, has authority to use the premises and the Equipment at the times and on the date(s) set out in the Table of Agreed Usage.

### 4 Fees

---

The Hirer shall pay to the CSBA the fees set out in the Schedule at the times and in the manner set out in the Schedule.

### 5 Public liability insurance

---

The Hirer must take out and maintain a broad form contractual third-party liability insurance (also known as public liability insurance) appropriate to the Hirer's activities for at least \$20 million for any one occurrence in respect of any liability for personal injury and property damage arising out of, or in connection with, or caused by the Hirer's occupation and use of the Premises and Equipment. The interest of the CSBA must be noted on the policy.

That insurance policy must be with a body corporate authorised to carry on insurance business under the *Insurance Act 1973* (Cth). Details of the insurance policy are set out in the Schedule.

### 6 Workers compensation insurance

---

The Hirer must take out and maintain workers compensation insurance coverage with a licensed insurer under the *Workers Compensation Act 1987* (NSW) in respect of any employees of the Hirer who are employed in connection with the use of the Premises and Equipment.

*Note: Clause 6 does not apply if the Hirer does not have any employees.*

### 7 Proof of insurance

---

The Hirer shall provide a copy of the insurance policies or a certificate of currency in respect of the insurance policies referred to in clauses 5 and 6 to the CSBA, and will provide a certificate of currency in respect of those policies to the CSBA on the reasonable request of the CSBA made from time to time.

### 8 Conditions of use

---

- 8.1 The Hirer shall:
  - a) not use the Premises or Equipment other than for the purpose stated in the Schedule and the Table of Agreed Usage (where applicable);
  - b) not use the Premises at any other time and day other than stated in the Schedule and the Table of Agreed Usage unless agreed in writing between the Hirer and the CSBA;

- c) not engage in any activity which is considered by the CSBA to be inconsistent with the values of CSBA;
- d) not use the Premises on any public holiday or during school vacations unless agreed in writing by the CSBA;
- e) not interfere in any way with the operation of the Premises or Equipment or with records and materials of the Premises and in particular not to use any machinery or equipment other than Equipment specified in the Schedule and the Table of Agreed Usage and not remove any Equipment from the Premises;
- f) not make any structural alterations to the Premises or Equipment including the attachment of nails, screws or any other fastenings to walls or fittings without the permission of the CSBA;
- g) ensure that after each use all furniture and Equipment is replaced in its original position unless otherwise specified by the CSBA;
- h) ensure that all persons allowed on the Premises or permitted by the Hirer to use Equipment shall properly conduct themselves and ensure that any person not authorised by the CSBA to use the Premises or Equipment does not do so;
- i) ensure that any children allowed to enter under this Agreement are properly supervised at all times and only use the Premises specified in the Schedule and the Table of Agreed Usage;
- j) ensure that smoking does not occur;
- k) ensure that no game of chance or gambling is carried out on the Premises unless an appropriate authority or licence has been obtained from the Office of Liquor Gaming and Racing or other regulatory body;
- l) not engage in any activity which breaches the *Copyright Act 1968* (Cth);
- m) notify the CSBA immediately in writing of any accident to any person while on the Premises under this Agreement and provide such statements from witnesses and the person/s injured as the CSBA may require;
- n) leave the Premises, including toilets and entrance and exit routes, in a clean and tidy condition after each use or arrange and pay for the cleaning of the Premises;
- o) not do anything to hinder the right of the CSBA or the CSBA Personnel to enter the Premises at any time for the purposes of inspecting the Premises or Equipment;
- p) vacate the Premises on or before the authorised time and ensure that the Premises are locked and

secured at the end of each use. Power, heating and cooling are to be switched off after use;

- q) not continue to use the Premises beyond the expiration of the term of this Agreement. Return any keys to the Premises to the CSBA upon expiration of the Agreement;
- r) comply with any reasonable request by the CSBA concerning the use of the Premises and Equipment and use them in accordance with the documentation and instructions provided;
- s) comply with or obey any reasonable request, command or order by emergency services personnel if and when necessary;
- t) comply with any other additional conditions and specific rules, if any, set out in the Schedule;
- u) use the Premises and ensure that activities at the Premises are conducted in a safe and responsible manner, and in accordance with applicable laws, including work health and safety legislation. This includes ensuring that the Hirer's Personnel are licensed and qualified to use any equipment or carry out any activities permitted under this Agreement;
- v) ensure that it, including its Personnel and invitees, do not leave anything at the Premises which may cause injury to any person.

## 8.2 Consents

**8.2.1** If the Hirer intends to use the Premises for any purpose which requires consent(s), approval(s) and/or licenses under the EPAA and/or any law ("**Consents**"), then the Hirer must:

- a) advise the CSBA of this prior to such use; and
- b) not use the Premises for that purpose unless and until all Consents have been obtained.

**8.2.2** The Hirer is responsible for obtaining at its own cost all Consents, other than Consents that can only be obtained by CSBA.

**8.2.3** The Hirer must provide the CSBA with a copy of all Consents the Hirer has obtained prior to such use.

**8.2.4** The CSBA will communicate its decision to the Hirer within a reasonable time after it is made aware of the necessary Consent by the Hirer under clause 8.2.1(a).

**8.2.5** If a Consent can only be obtained by the CSBA, the CSBA has absolute discretion whether or not to obtain the Consent.

**8.2.6** The Hirer must not use the Premises in any manner which:

- a) is contrary to or in breach of any Consents; and
- b) breaches the EPAA and/or any other Law.

## 9 Indemnities and releases

---

**9.1** The CSBA does not warrant that the Premises and the Equipment are now or will remain suitable for all or any of the purposes of the Hirer

**9.2** The Hirer agrees to occupy and use the Premises and its Equipment, machinery, utility or other equipment services and facilities at its own risk.

**9.2.1** To the full extent permitted by law and subject to clause 9.4, the Hirer releases the CSBA from all Claims the Hirer may have against the CSBA arising from or in connection with:

- a) the use by the Hirer (including its Personnel and visitors) of the Premises and its Equipment, machinery, utility, other equipment, services or facilities; or
- b) loss or damage to the equipment of the Hirer (including its Personnel and visitors).

**9.3** The Hirer indemnifies the CSBA (including its Personnel) from and against all Liabilities the CSBA becomes liable for arising from or in connection with the following:

**9.3.1** The negligent or unlawful use by the Hirer (including its Personnel and visitors) of the Premises and its Equipment, machinery, utility or other equipment services and facilities;

**9.3.2** Personal injury or property damage inside or outside the Premises caused or contributed to by an act or omission by the Hirer (including its Personnel and visitors); and

**9.3.3** a breach of this Agreement by the Hirer.

**9.4** A party's liability to the other party under or in connection with this Agreement will be reduced proportionately by the extent, if any, to which the other party's negligent act or omission caused or contributed to the liability.

## 10 Keys

---

**10.1** The CSBA will make available to the Hirer keys to open any gates or doors to the Premises to access the Premises for each day of use under this Agreement.

**10.2** The Hirer must at the conclusion of the Access Hours on each day of use lock such gates or doors. The Hirer agrees not to copy any of the Keys.

**10.3** Lost keys will be replaced at the expense of the Hirer.

**10.4** If the CSBA reasonably believes that locks need to be replaced after the Hirer has lost keys, the Hirer must pay for the cost of new locks.

## 11 Termination

---

**11.1** At any time the CSBA has the right to immediately suspend or terminate this Agreement in the event of:

- a) an emergency where the Premises are urgently needed provide accommodation during disaster periods;
- b) a federal, state or local election or a referendum;
- c) where the Premises or any part becomes unsafe;
- d) where the CSBA requires exclusive use of the Premises;
- e) where the land is scheduled for disposal;
- f) in situations where the activity engaged in by the Hirer is detrimental to the CSBA;
- g) where there has been a significant breach or repeated breaches of the Agreement.

**11.2** Either party may terminate this Agreement at any time by giving the other two weeks' notice in writing.

**11.3** Should there be no default by the Hirer at the date of termination, any fees paid for a period beyond the termination will be refunded.

## 12 Child safety, welfare and wellbeing

---

*Note: This clause applies when the Hirer is engaged in activities involving:*

- *child development (which includes mentoring and counsellor services for children);*
- *the provision of cultural, recreational or sporting activities for children by a club, association, movement, society or other body;*
- *private coaching or tuition of children for educational purposes;*

*but not including when the children participating in those activities are under the direct supervision of their parents or carers.*

### 12.1 Comply with the CP Act

Where the use of the premises involves workers of the Hirer having direct contact with children, the Hirer must be aware of and comply with any requirements of the *Child Protection (Working with Children) Act 2012* (NSW), the *Child Protection (Working with Children) Regulation 2013* (NSW) and the

*Children (Education and Care Services) National Law (NSW)* (collectively the **CP Act**) and any other ancillary legislation and the policies of the Hirer on child protection.

## **12.2 Extent of obligation**

The Hirer will ensure that all persons who are engaged in child related work in relation to the Permitted Use, as defined in the CP Act, which include subcontractors and volunteers, comply with the requirements of the CP Act.

## **12.3 Notification to the Police**

The Hirer must notify the Police if an allegation is made against one of its workers or invitees of disqualifying offences within the meaning of Schedule 2 of the CP Act.

## **12.4 Notification to the CSBA**

The Hirer must notify the CSBA within one working day when it becomes aware that one of its workers or invitees has:

**12.4.1** been referred to the Police in relation to a disqualifying offence within the meaning of Schedule 2 of the CP Act;

**12.4.2** been charged by the police in relation to a disqualifying offence within the meaning of Schedule 2 of the CP Act; or

**12.4.3** been found guilty of a disqualifying offence within the meaning of Schedule 2 of the CP Act.

## **12.5 Verification of compliance**

The Hirer must complete and sign the Child Protection Declarations as required under the CP Act or by the CSBA. The Hirer must verify workers Working with Children Check clearance numbers where required under the CP Act.

## **12.6 Persons to be excluded**

The Hirer must not employ, or continue to employ as a worker, a person in child related work if the Hirer knows or has reasonable cause to believe that:

**12.6.1** the worker is not the holder of a Working with Children Check clearance that authorises that work or contact with children and that there is no current application by the worker to the Children's Guardian for a clearance of a class applicable to that work: or

**12.6.2** the worker is subject to an interim bar.

## **12.7 Application of clause**

For the purposes of this clause:

**12.7.1** "child" means a person under the age of 18 years;

**12.7.2** "worker" includes a person who is engaged in work in any of the following capacities:

(a) employee;

(b) self-employed person or is a contractor or subcontractor;

(c) volunteer; or

(d) undertaking practical training as part of an educational or vocational course (other than as a student undertaking work experience).