

# Court Bookings at Niagara Park Stadium

**Hirer Name:** \_\_\_\_\_

Contact Name: \_\_\_\_\_

**Registered Business / Home Address:** \_\_\_\_\_

Contact Email: \_\_\_\_\_

Mobile: \_\_\_\_\_ Work: \_\_\_\_\_

Event Name: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Time of Event: \_\_\_\_\_

Your type of Legal Entity (Individual, Sole Trader, Partnership, Trust, Company, Government Department, Sporting Body, Incorporated Not-For-Profit Body) \_\_\_\_\_

Legal Entity to Receive Invoice (if required) Name: \_\_\_\_\_

ABN: \_\_\_\_\_

Trading Name of Legal Entity: \_\_\_\_\_

## **Hire charges ( please tick as applicable)**

- ☐ Court hire ( \$ 50 per hour, per court) Total \$ \_\_\_\_\_
- ☐ Meeting Room Hire ( \$ 31.50 per hour) Total \$ \_\_\_\_\_
- ☐ Activity Studio ( \$ 31.50 per hour) Total \$ \_\_\_\_\_
- ☐ Centre hire ( price on application)
- ☐ Other ( please specify) \_\_\_\_\_

## **Additional Requirements ( please tick as applicable)**

- ☐ Function Room
- ☐ Catering
- ☐ Microphone
- ☐ Tables- number required \_\_\_\_\_
- ☐ Chairs- number required \_\_\_\_\_

## **Agreement:**

*I have read the accompanying conditions of hire, facility hire charges and agree, on behalf of the above organisation, to be bound by them.*

Client/Authorised Representative Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

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## Terms and Conditions:

NPS shall refer to the Niagara Park Stadium. CCC SHALL REFER TO Central Coast Council. Hirer shall mean the club, association, company, society, team, person or other body, whether incorporated or unincorporated, to which use of the NPS or parts thereof is granted.

2: Any Hirer not vacating the NPS by the time specified on their booking form shall be liable to such further charges as CCC may determine.

3: Any authorised CCC officer shall at all times, notwithstanding any hiring, be entitled to free access to any part of the NPS. CCC shall not accept any responsibility for failure of any equipment. If a fault does occur however, it will be attended to as soon as practicable.

## APPLICATION AND PAYMENT

5: An application for hiring must be in writing on the official CCC - NPS Booking Form.

6: On receipt of an application for use, provided space and facilities are available, a tentative booking will be made. This booking will be confirmed upon receipt of the deposit (50% of total hire fee).

7: Application for hire must be made a minimum of four (4) weeks prior to the date of the event. (In certain circumstances a booking may be accepted closer to the date, however a late surcharge may apply).

8: The hiring charge is to be paid in full no later than seven (7) days after the time of hire.

9: The hirers may be required to pay a bond as security against damage to the NPS. The bond will be refunded to the Hirer within seven (7) days of the conclusion of the event provided that CCC may deduct the reasonable cost of repairing any damage and undertaking any extra cleaning resulting from the hire of the NPS.

## CANCELLATION BY HIRER

10: A hirer may cancel a booking by giving written notice to the CCC - NPS Manager.

11: Deposits are non-refundable (exception – clause 12).

12: Where a booking is cancelled by the hirer the deposit will only be refunded if the facility can be re-hired to another user and at CCC discretion.

## CANCELLATION BY CCC

13: a. CCC may cancel the hiring if in its opinion:

- i) The facility will be unfit for use during the period of hire, or
  - ii) The facility may be unduly damaged by use for the hiring purpose
- b. Where CCC cancels the hiring the deposit will be repaid to the hirer.
- c. CCC will not be liable for any loss or damage arising out of its cancellation of the hiring.

## ADMISSION AND REMOVAL OF PERSON

14: CCC may at any time, in its absolute discretion:

- a. Refuse admission of any persons to the NPS.
- b. Direct any person or persons to leave the NPS if:
  - i. a person who has been refused admission to the NPS enters it, or
  - ii. a person who has been directed to leave the NPS fails to do so, CCC may close the facility.

15: If CCC closes the facility:

- a. The hirer will be deemed to have voluntarily abandoned the hiring;
- b. The hiring charge will not be refunded, and
- c. CCC will not be liable for any loss or damage sustained as a result of the closure.
- d. The hirer will be liable for any loss or damage sustained by NPS, its servants or agents as a result of the closure.

## OBLIGATIONS

16: The Hirer will not, without the approval of CCC:

- a. Use the facilities for any purpose other than the hiring purpose;
- b. Allow any person not subject to the direction and control of the hirer to use the facilities;
- c. Use electronic equipment including scoreboards and timing equipment;
- d. Re-hire the facilities to any other person;
- e. Use any part of the NPS complex other than the facilities nominated on the booking form.

18: The Hirer shall not hawk, sell, dispose of or supply anything whatsoever in the NPS without the approval of and subject to any conditions notified by CCC.

## SUPERVISION

19: The hirer is to be liable for:

- a. The organisation and running of a particular event in consultation with CCC.
- b. Supervision and control of all persons entering NPS for the purpose of the particular event.
- c. Leaving the premises, including change rooms, toilets and showers, tidy.
- d. Ensuring all competitors and officials wear footwear that will not mark the court surface.
- e. The supervision and conduct of all persons attending the NPS either as a spectator or performer.
- f. Providing the name and signature of the Supervisor on the official booking form.

## INSURANCE

20: a. CCC requires the Hirer to provide a certificate of currency detailing Public Liability Insurance to \$10 million per any one occurrence, indemnifying the NPS to the extent required by the indemnities herein. This certificate of currency should be lodged at least 14 days prior to the occupation date.

b. If the Hirer will have any employed staff in attendance, the Hirer is to provide a certificate of currency detailing Worker's Compensation insurance held by the Hirer.

## INDEMNITY

21: The Hirer will indemnify and keep indemnified CCC and their respective employees and agents against all actions, proceedings, claims and demands which may be brought or made against them by any person in respect of loss, damage or injury arising out of or in connection with, whether directly or indirectly, the hiring of the facilities by the hirer and all costs, damages and expenses which may be incurred by them in defending or settling those actions, proceedings, claims or demands.

## FITNESS FOR HIRING PURPOSE

22: The Hirer agrees that he/she has satisfied him/herself that the facilities are fit for the hiring purpose and acknowledges that the NPS does not warrant that the facilities are fit for the hiring purpose.

## MAKING GOOD ANY DAMAGES

23: The Hirer agrees to pay CCC, on demand, the cost of repairing or making good any damage to the NPS or any part thereof arising out of or incidental to the hiring and for the loss of any equipment included in hiring, provided however, that the hirer shall not be responsible for damage caused by an Act of God. Replacement of lost scoreboard consoles will incur a charge of \$ 500 per console and \$ 160 per shot clock remote.

## REFRESHMENTS

24: A hirer shall not take or permit into NPS or its immediate vicinity, any machine or any structure of vehicle for selling or offering or exposing for sale any refreshment or other goods or any service except with the prior consent of and in accordance with any condition notified by the CCC - NPS Manager.

25: The Hirer shall not permit any alcoholic beverages to be brought into the stadium during the hiring except with the prior consent of and in accordance with any condition notified by the CCC

Niagara Park Stadium

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