



Murray Bridge Basketball Association (MBBA)

STADIUM AND FACILITY HIRE - GENERAL TERMS AND CONDITIONS

Facility Availability

Facility bookings are available on approved days/times only. Overnight accommodation of any form is not permitted unless permission is obtained from MBBA in writing.

No Smoking

The MBBA stadium and all buildings are NO SMOKING zones. Smoking is only permitted in the carpark.

Damages

The Hirer is responsible for the costs of repairing any damage that occurs to the structure, fixtures, hired equipment, fittings etc. including any external areas of the facility during the period of hire. Any breakages or faults are to be reported as soon as practicable.

Alcohol

The sale or consumption of liquor in the MBBA Stadium is forbidden without a relevant Liquor Licence. If the MBBA Committee does not receive a copy of the approved Liquor Licence from the licensing authority for events at which alcohol is intended to be supplied, access to the venue will not be made available. For information regarding liquor licencing, contact Consumer and Business Services (<https://www.sa.gov.au/topics/business-andtrade/liquor/apply>) Alcohol is not permitted in any area of the stadium other than the clubrooms.

Standards of Care

Whilst at the MBBA Stadium for the duration of the hire period the hirer must comply with;

- a. Applicable laws.
- b. Codes of practice and guidelines including WH&S.
- c. Public health and safety.
- d. Environmental protection.
- e. Applicable Australian Standards.
- f. Any reasonable direction given by an authorised officer of the MBBA or Police.

Cleaning

The Hirer must ensure that the Stadium, areas used and toilets facilities are left in a clean and tidy condition at the conclusion of the hire period. This includes (but is not limited to) removal of rubbish from the venue and placed into rubbish bins provided, removal of property and/or miscellaneous items brought into the venue by the hirer. Failure to do so may result in additional cleaning fees being charged at \$50.00/hour. All rubbish is to be put in bins provided. Hirers will need to contact the Council if additional rubbish bins are required for an event. It is

the responsibility of the hirer to ensure they have enough rubbish bins for their event. Excess rubbish removal may incur a fee to recover costs for dumping/waste removal.

Stadium and Court

- a. No equipment may be used directly on the courts that will cause damage to the floor surface. This includes (but is not limited to) chairs, tables, sound equipment, sports equipment, tools/machinery etc.
- b. All MBBA property and equipment used must be returned to its original position, the appropriate storage areas or as directed by the Stadium Manager after use.
- c. No food or drink is to be brought onto the courts.
- d. Only shoes with soft, non-marking soles are allowed on the courts.
- e. Groups are to maintain good order and behaviour at all times.
- f. Any spilled beverages will need to be cleaned immediately.
- g. Emergency exit doors are to be kept closed at all times and only opened in the event of an emergency.

Booking Procedure

All booking requests are to be made through the Murray Bridge Basketball Association (MBBA). A completed application form is required but is not considered approved until such time as written confirmation via email has been received from us, all conditions are met and fees are paid. Any changes to confirmed bookings must be requested at least 48 hours prior to the commencement of your booking and are subject to the approval of the MBBA. Any booking change requests submitted within 48 hours of the confirmed booking may not be accepted. No part of the facility may be sublet or reassigned to any other individual or organisation. The MBBA reserves the right to refuse any application at any time.

Insurance

- a. The hirer agrees to effect insurance which at all times covers liability to workers, volunteers and the public for an amount not less than \$20,000,000 in respect of personal injury to or death of any person whomsoever and in respect of any injury, loss or damage whatsoever to any property real or personal including property belonging to the hirer or in which the hirer has an interest, where the injury, death, loss or damage occurs during the hire period.
- b. The hirer shall be liable for and shall indemnify the MBBA committee against any liability, loss claim or proceeding in respect of injury, loss or damage whatsoever to any property real or personal in so far as such injury, loss or damage arising during the hire period.
- c. The hirer agrees that the insurance regarding parts a. & b. shall be in effect to cover the entirety of the hire period.
- d. Evidence of insurance must be submitted seven (7) days prior to hire period.

Access & Security

The hirer will be provided a pin code to the entry door adjacent to the main entrance. The Hirer agrees to not share this code with anyone. The Hirer is responsible for all workers, volunteers

and the public invited to the venue during the hire period. For private court/venue hire, the Hirer is not to allow any person access to the venue whom they do not know and/or who is not an invited guest. Key(s) may be provided if the Stadium Manager deems it necessary for the purpose of the hire. A \$50 CASH key deposit is payable on collection of any keys issued. Key collection and return will be negotiated once booking is confirmed. The CASH deposit will be refunded at the conclusion of the hire period once all keys are returned. If any key is lost or stolen, the MBBA is to be contacted immediately. Loss of any key will require the locks to be changed and new keys issued. Please note that this is a Secure Locking System and keys cannot be cut at a Locksmith. It is imperative that in/out times are accurate and use of the Stadium is for the booked areas and purpose, as confirmed by the Stadium Manager. Hirer's are not permitted to enter/remain in the hired facilities outside of the specified booking times or use any areas of the venue for which they have not booked and paid for any reason unless permitted by the Stadium Manager. Any use of the venue not booked, paid and/or approved by the Stadium Manager may incur further fees and could result in future booking applications by the Hirer to be rejected.

Fees

Unless special arrangements have been made with the MBBA, all fees may be payable at least seven days prior to the required date or the booking will lapse. Murray Bridge Basketball Association Phone: (08) 8531 0755 Address: PO Box 867 Murray Bridge 5253 ABN: 65 825 476 689

Bond

MBBA reserves the right to require a security bond to make good any damage or to cover additional cleaning or security call out expenses should this be necessary. If required, the bond is set at the MBBA's discretion and is payable on confirmation of the booking. The bond will be refunded in full at the completion of the hire (within approx. 7 days) only if the facility has been left in a condition to the complete satisfaction of the MBBA. (Please refer to the 'General Terms and Conditions – Cleaning'). Please complete the attached EFT Payment form to expedite the bond refund payment.

Cancellations

Cancellations with less than 48 hours notice will result in all hire fees paid being forfeited. The MBBA may disregard any booking that is not confirmed within the terms of this agreement and reserves the right to re-let unconfirmed bookings.