

NICC's RENTAL TERMS AND CONDITIONS (Dec 29, 2025)

1. Order of precedence

If there is any conflict between these Rental Terms & Conditions and the applicable space description/booking confirmation for the Renter's reservation, the space description and booking confirmation govern for that reservation, and these Terms apply to all other matters.

2. Booking and Reservation

No rental is final until the Renter has (a) reviewed and accepted these Rental Terms & Conditions, Website Terms of Use, and the Privacy Policies (by checking the confirmation box during booking), and (b) paid all required fees, including any security deposit. The Renter must provide Management with the expected maximum attendance and shall not exceed the maximum occupancy for the space(s) booked. All rentals are subject to Centre Management approval.

3. Rental Fees

Rental fees are based on the space(s) rented, day and time, duration, number of rental days, event size, and event purpose. After the event, Centre Management may assess additional charges including overage time, additional services, cleaning, damages, or rule violations. The Renter authorizes Centre Management to apply such charges to the security deposit (if any) and/or to charge the credit card on file, and the Renter remains responsible for any unpaid balance.

4. Payment Default and Collections

If any amount owing cannot be processed to the credit card on file, or is otherwise unpaid, Centre Management will issue an invoice and the Renter must pay the outstanding balance by alternate credit card or e-transfer within 7 calendar days of the invoice date. Unpaid balances may result in suspension of future bookings and may be subject to late fees/interest (as permitted by law) and recovery of reasonable administrative and collection costs (including legal fees where applicable). Acceptance of partial payment does not waive Centre Management's right to recover the full outstanding balance.

5. Security Deposit

Centre Management may require a security deposit (in addition to rental fees) to cover potential damages, rule violations, overage time, cleaning, or additional services. Deposit amounts are determined at Management's discretion based on the space, event type, and anticipated attendance. The deposit will be refunded within 14 days after the event, less any applicable charges, provided the Renter complies with all rules and the Premises are left in acceptable condition. If damages or charges exceed the deposit, the Renter authorizes Centre Management to charge the additional amount to the credit card on file and remains responsible for payment of any outstanding balance.

6. Cancellations and Refunds

Cancellation fees apply after a booking is made. The applicable cancellation schedule is the one stated in the space description for the space(s) booked and is determined based on the time remaining before the booking start time (e.g., more than 1 month, within 1 month, within 1 week, or within 48 hours). Refunds, if any, are issued less applicable cancellation fees.

7. Timings

Access to the Premises is permitted only during the confirmed start and end times of the Rental Period. The Rental Period includes the event and standard setup/takedown time as follows: (a) for rentals of 4 to less than 8 hours, up to 1 hour total for setup and takedown (hour cannot be broken down into before and after event); and (b) for rentals of 8 hours or more, up to 2 hours total for setup and takedown (May be broken down into 1 hour before and 1 hour after event). Any additional setup/takedown time must be booked in advance. Early access or late departure without prior approval is not permitted and may result in overage charges as stated in the space description.

8. Use of Facilities

The Premises may be used only for the purpose stated in the rental booking. All renter-supplied decorations and equipment must comply with safety requirements and must not damage walls, floors, ceilings, furniture, or fixtures. Mechanical fasteners (including staples, nails, and screws) are not permitted. The Renter must not use electrical equipment that may overload circuits or create unsafe conditions. The Renter must not exceed the maximum occupancy of the rented space(s) at any time.

9. Prohibited Items and Activities

Unless expressly approved in writing by Centre Management, the following are prohibited anywhere on the Premises: open flames (including candles, sparklers, incense), pyrotechnics/fireworks, fog/haze/smoke machines, confetti/glitter (including poppers and cannons), smoke-producing or flammable décor, and any activity or equipment that creates a safety hazard, nuisance, excessive smoke/odour, or risk of property damage. Any prohibited item/activity may result in immediate termination of the rental, forfeiture of the security deposit, and additional charges for cleaning, repairs, fire response costs, or other damages. The Renter is responsible for ensuring all vendors/contractors comply with this clause.

10. Audio Visual Systems

If provided, NICC's audio-visual equipment (including the sound system, projectors, and screens) is complimentary and provided on an as-is basis. The Renter is responsible for familiarizing themselves with the equipment prior to the event and must ensure it is left in the same condition, with all cables and components properly reconnected and returned to their original configuration. Additional charges may apply if Centre Management is required to provide technical support, troubleshooting, rewiring, resetting, repair, or replacement due to misuse, damage, missing components, or improper reconnection.

11. CCTV / Video Surveillance

NICC uses CCTV/video surveillance inside and outside the Premises for safety, security, and operational purposes. By entering or using the Premises, the Renter and all attendees acknowledge they may be recorded in monitored areas and that there is no expectation of privacy in those areas. Cameras are not placed in washrooms or other areas where privacy is legally expected. Centre Management may review and use recordings to investigate incidents, verify booking times and compliance, and enforce these Terms & Conditions (including recovery of costs). Recordings may be shared with law enforcement, insurers, security providers, or legal counsel where reasonably necessary or as required by law. Recordings are retained in accordance with applicable law and NICC policy. The Renter must inform all guests and vendors that CCTV is in use. Tampering with, disabling, obstructing, or covering cameras/equipment is prohibited and may result in immediate termination of the rental, additional charges, and/or reporting to authorities.

12. Parking

Parking is limited on weekdays and weekends as per the posted parking plan. Vehicles must park only in designated stalls (e.g., green stalls at any time and yellow stalls evenings/weekends, as marked). Vehicles parked in unauthorized stalls may be ticketed and/or towed at the owner's expense. Additional curbside parking may be available on 30th Avenue.

13. Alcohol

Alcohol may be served only if the Renter obtains all required permits and complies with all applicable laws and regulations. A copy of the permit must be provided to Management at least 24 hours prior to the event. Any breach may result in forfeiture of the security deposit, additional charges, and/or immediate termination of the rental and removal from the Premises.

14. No Smoking

Smoking is strictly prohibited anywhere in the Centre, including cigarettes, e-cigarettes/vaping, cigars, marijuana/cannabis, and hookahs. Any violation may result in forfeiture of the security deposit, additional charges, and immediate termination of the rental.

15. Janitorial Equipment

Janitorial equipment for emergency use is available from the janitor room in Hall 2. All equipment must be returned to the janitor room after use, and the janitor room must be left clean. A commercial handheld vacuum may be available for post-event tidying. Detailed cleaning is completed by NICC janitorial staff.

16. Noise and Disturbance

The Renter must keep noise at reasonable levels and must not disturb neighboring properties. Live music and/or amplified sound must be pre-approved by Centre Management and comply with applicable noise bylaws.

17. Liability and Insurance

The Renter is responsible for all injuries, damages, or losses arising from the event and the actions of attendees, vendors, contractors, and guests, and is responsible for responding to and resolving any related claims or legal actions, except to the extent caused by NICC Management's negligence or willful misconduct. Event insurance is compulsory: the Renter must obtain and maintain \$2,000,000 Commercial General Liability (CGL) coverage per event, naming New Indo Canadian Centre (NICC) as an Additional Insured, and must provide a valid Certificate of Insurance no later than three (3) days prior to the event. Failure to provide proof of insurance by the deadline may result in denial of access to the Premises and/or cancellation of the booking in accordance with NICC's cancellation terms. NICC is not responsible for loss, theft, or damage to the Renter's or attendees' personal property.

18. Clean-Up

The Renter must leave all rented areas clean and orderly at the end of the event. Failure to complete the required clean-up may result in additional cleaning fees. At minimum, the Renter must remove all personal items and decorations; bag and securely tie all garbage to prevent spillage and pests and leave the bags in the Hall unless otherwise directed; and, if garbage must be removed from the building, place it only in the designated common bins west of the property using the garbage enclosure key located in the key box (use of neighbouring or unauthorized bins may result in a fine/charge). The Renter must also wipe down tables and chairs and promptly address any spills or stains, including on carpets. Tables and chairs may be left in place unless otherwise instructed by Centre Management.

19. Closing

At the end of the event, ensure the event ends on time and that all guests, vendors, contractors, and staff vacate the Centre no later than the end of the Rental Period. Remove all personal items, décor, and renter-supplied equipment, complete the required clean-up (including wiping tables and chairs, addressing spills/stains, and bagging/disposing of garbage as directed), and perform a final walkthrough of all rented areas (including any washrooms, kitchen/serving areas,

and exits used). Report any damage, spills, or incidents to Centre Management immediately, return any NICC AV equipment (sound system, projector, and screen) to its original configuration with all components accounted for, ensure doors are closed and secured and lights are turned off where applicable, and follow alarm/lock-up procedures as directed by Centre Management.

20. Security and Access

Centre Management may require the Renter to arrange and pay for security personnel for events above a specified capacity, including for crowd and parking management. Centre Management reserves the right to access the rented areas at any time during the Rental Period for safety, maintenance, inspections, or administrative purposes and will, where practical, advise the Renter in advance; however, immediate access may be necessary for safety or emergency reasons. In the event of an emergency, Centre Management and emergency responders may enter the Premises and take any actions reasonably required, even if this disrupts the event. The Renter agrees to cooperate fully with all authorized personnel, and Centre Management may require a written security plan for certain events.

21. Compliance with Laws

The Renter must comply with all applicable federal, provincial, and municipal laws and regulations, including requirements related to liquor service, noise, fire safety, occupancy limits, and permits. The Renter is solely responsible for obtaining and maintaining all required permits, licences, and approvals for the event. Where any event elements require specialized insurance coverage or additional safety compliance, the Renter must provide proof as required by Centre Management and/or applicable law and must ensure that all accessibility obligations under applicable legislation are met. Fire exits must remain unobstructed at all times and maximum occupancy limits must not be exceeded. Any non-compliance may result in fines, penalties, immediate termination of the rental, and recovery of all related costs from the Renter.

22. Termination of Agreement

Centre Management may terminate the rental and require the Renter and all attendees to immediately vacate the Premises where, in Centre Management's reasonable judgment, the Renter violates these Terms & Conditions or applicable laws, required fees/deposits/charges remain unpaid, event details were misrepresented during booking, or the event presents safety or security risks that are not adequately addressed. In addition, in the event of an emergency or force majeure circumstance beyond NICC's control (including fire, flood, pandemic, or similar events), the rental may be cancelled, postponed, or terminated as Centre Management deems necessary for safety and operational reasons.

23. Indemnification

The Renter agrees to indemnify and hold harmless New Indo Canadian Centre (NICC), Gujarati Mandal of Calgary (GMC), Calgary Indo-Canadian Centre Association (CICCA), and their directors/officers, employees, contractors, volunteers, agents, and representatives from and against claims, damages, losses, liabilities, costs, and expenses arising from the Renter's use of the Premises, the event, or the actions of attendees, except to the extent caused by Centre Management's negligence or willful misconduct.

24. Governing Law

These Terms & Conditions are governed by the laws of the Province of Alberta, and any dispute shall be resolved in the courts of Alberta.

25. Amendments

These Rental Terms & Conditions are updated periodically. The Renter is responsible for reviewing the most current version on the NICC website no later than 24 hours prior to the event. Continued use of the Premises constitutes acceptance of the then-current Terms & Conditions.

NICC Website Terms of Use and Online Booking Terms

These Terms govern your access to and use of NICC's website and any online booking, payment, registration, donation, or inquiry features (collectively, the "Site"). By using the Site, you agree to these Terms.

1. Organization Information

New Indo Canadian Centre (NICC) Bay 8, 1916A 30 Ave NE, Calgary, AB T2E 7B2 Email: info@newicc.org | Website: www.newicc.org

2. Rental Terms Are Separate and Prevail

If you book a rental through the Site, your booking is also governed by NICC's Rental Terms & Conditions. If there is a conflict between these Terms and the NICC's Rental Terms & Conditions, the NICC's Rental Terms & Conditions govern the rental.

3. Booking Is Not Final Until Confirmed

A booking is not final until (a) you accept the required terms at checkout/confirmation, (b) all required payments (including any deposit) are successfully processed, and (c) where Management approval is required, NICC confirms or declines the reservation within 48 hours of submission.

4. Accuracy of Information

You agree to provide accurate, current, and complete information when using the Site (including booking details, attendance estimates, and contact information). You are responsible for updating your information if it changes.

5. Payments and Billing Authorization (Stripe)

Online payments are processed through Stripe. NICC Management does not store full payment card numbers. By providing a payment method, you authorize NICC Management and Stripe to charge:

- booking fees and deposits due at the time of booking; and
- any post-event charges permitted under the Rental Terms & Conditions (e.g., overage time, cleaning, damages, rule violations).

If post-event charges cannot be processed to the payment method on file, you remain responsible for paying the outstanding balance in accordance with the Rental Terms & Conditions.

6. Third-Party Platforms and Services

NICC uses third parties to deliver Site functionality, including:

- Skedda (booking/space scheduling platform);
- Stripe (payment processing);
- Google (website analytics and related technologies); and
- GoDaddy (website hosting and related services).

Your use of third-party services may be subject to those providers' terms and privacy practices. NICC is not responsible for third-party service interruptions or changes.

7. Acceptable Use

You agree not to:

- attempt to gain unauthorized access to the Site or its systems;
- interfere with the Site's operation (including introducing malware);
- misuse the booking or inquiry functions; or
- use the Site in violation of applicable laws.

NICC may restrict or suspend access where it reasonably believes misuse, fraud, or security risks exist.

8. Intellectual Property

Site content (text, graphics, branding, logos, and design) is owned by NICC or used with permission. You may not copy, reproduce, distribute, or exploit Site content without written permission, except for personal, non-commercial use.

9. Disclaimers

The Site is provided "as is" and "as available." NICC does not guarantee uninterrupted access, error-free operation, or that the Site will be free from harmful components.

10. Limitation of Liability

To the maximum extent permitted by law, NICC is not liable for indirect, incidental, special, or consequential damages arising from your use of (or inability to use) the Site, including third-party service interruptions.

11. Indemnity

You agree to indemnify and hold harmless NICC and owners, directors/officers, employees, contractors, volunteers, agents, and representatives from claims arising from your misuse of the Site, your breach of these Terms, or your violation of applicable law.

12. Governing Law

These Terms are governed by the laws of the Province of Alberta and applicable federal laws of Canada.

13. Changes to These Terms

NICC may update these Terms by posting a revised version on the Site and updating the Effective date. Continued use of the Site after changes are posted constitutes acceptance of the updated Terms.

14. Contact

Questions about these Terms: info@newicc.org

NICC Privacy Policy

NICC respects your privacy. This Privacy Policy explains how we collect, use, disclose, and protect personal information through our website and related online services. NICC aims to handle personal information in accordance with Alberta's Personal Information Protection Act (PIPA) and other applicable privacy laws. [Alberta.ca+1](#)

1. Contact

Privacy Contact: info@newicc.org New Indo Canadian Centre (NICC) Bay 8, 1916A 30 Ave NE, Calgary, AB T2E 7B2

2. Personal Information We Collect

Depending on your interaction with NICC, we may collect:

- Contact information: name, email, phone number, mailing address
- Booking/event details: date/time, space booked, attendance estimates, event type/purpose, special requests
- Payments and receipts: payment status, transaction identifiers, invoices/receipts (card payments are processed by Stripe; NICC does not store full card numbers)
- Communications: inquiries, messages, feedback, and support requests
- Website/technical data: device/browser details, pages viewed, and similar analytics data (which may include IP address and cookie identifiers)

3. How We Collect Information

We collect information when you:

- submit a form or inquiry on the website;
- make a rental booking, registration, donation, or payment;
- communicate with NICC by email or other channels; and/or
- browse the website (via cookies and similar technologies).

4. How We Use Personal Information

We use personal information to:

- administer rentals, bookings, programs, events, donations, and payments;
- communicate with you about your booking, inquiry, receipts, and operational notices;
- provide customer support and respond to incidents/complaints;
- improve services, safety, and operations;
- meet legal, accounting, audit, and regulatory requirements; and
- protect NICC, renters, attendees, and the public (e.g., security, fraud prevention, rule enforcement).

5. Consent

By providing personal information to NICC, you consent to its collection, use, and disclosure as described in this Privacy Policy, subject to legal and contractual limitations. (PIPA generally requires reasonable purposes and consent, with exceptions in limited circumstances.) [CanLII+1](#)

6. Cookies and Analytics (Google)

NICC uses Google analytics and related technologies (such as cookies) to understand how visitors use the website and to improve the Site. Government of Canada institutions and other organizations commonly treat IP addresses and related online identifiers as personal information in many contexts, particularly when combined with other data. [Office of the Privacy Commissioner+1](#). You can adjust your browser settings to block cookies; however, some Site features may not work properly.

7. Payments (Stripe)

Payments are processed by Stripe. Stripe may process personal information to provide payment services and for fraud prevention/security purposes. Stripe's role may vary depending on the transaction and services used. [Stripe+1](#). NICC receives payment confirmations and transaction details necessary for accounting, receipts, refunds (if applicable), and dispute handling.

8. Booking Platform (Skedda)

NICC uses Skedda to manage space bookings and scheduling. Booking details you provide may be processed through Skedda to administer reservations and related communications.

9. Hosting / IT (GoDaddy)

NICC uses GoDaddy for website hosting and related services. Website logs and submitted form data may be processed through hosting infrastructure to operate and secure the Site.

10. How We Share Personal Information

We may share personal information:

- with service providers who help us operate (Skedda, Stripe, Google, GoDaddy, and similar vendors as required);
- with professional advisors (e.g., legal/accounting) as reasonably necessary;
- with insurers or security providers where relevant to incidents/claims; and/or
- with law enforcement or regulators where required or permitted by law.

We do not sell personal information.

11. Cross-Border Processing

Our service providers may store or process personal information in Canada or other jurisdictions. When information is processed outside Canada, it may be subject to the laws of those jurisdictions.

12. CCTV / Video Surveillance (On-Site)

NICC uses CCTV/video surveillance inside and outside the premises for safety, security, and operational purposes, as described in NICC's on-site signage and Rental Terms & Conditions.

13. Safeguards and Retention

We use reasonable administrative, technical, and physical safeguards to protect personal information against unauthorized access, use, disclosure, alteration, or loss. [oipc.ab.ca+1](#). We retain personal information only as long as necessary for the purposes described above and to meet legal/accounting requirements, then securely destroy or anonymize it.

14. Access and Correction

You may request access to your personal information and request corrections if it is inaccurate or incomplete, subject to legal exceptions. Contact info@newicc.org.

15. Changes to This Privacy Policy

NICC may update this Privacy Policy by posting a revised version on the website and updating the Effective date. Continued use of the Site after changes are posted constitutes acceptance of the updated policy.