

AGREEMENT OF HIRE - HIRER TO RETAIN COPY – PLEASE READ AND SIGN

VENUE HIRE Terms, Conditions & Application – Broulee Surfers SLSC FUNCTION ROOM (& adjoining areas as applicable)

The Broulee Clubhouse is a community facility and a function venue as a fundraiser for the Life Saving Club. Hirers are required to enter into an agreement with the Broulee Surfers SLSC to be bound by the following rules. Hirers should read them carefully before signing an “Agreement of Hire” acceptance section at the end of “Agreement of Hire” (this document). Broulee Surfers SLSC retains the right to reject any application to hire without providing a reason.

1. PAYMENT OF DEPOSIT

- To confirm a booking a \$300 deposit must be paid. This must be paid within a fortnight of receiving the “Venue Hire Terms, Conditions” (this document) or you may lose the date you have requested.
- The hire balance owed must be paid at least 21 days prior to the function date.

2. BOND

- All hirers are required to lodge a bond with the Club (Broulee Surfers SLSC) to be paid at least 14 days before the hire date. The full amount of the bond less any damages will be returned to the hirer within 14 days of the function provided that all conditions contained in the “Venue Hire Terms and Conditions” are complied with. The Club reserves the right to review fees, policy and charges at any time.
- In the case of any excessive damage or excess cleaning costs to the premises during the function, which exceeds the initial bond paid, the hirer will be issued with a notice of excess fees.

3. FUNCTION CANCELLATION

In the event of cancellations, the following terms will apply:

- All cancellations must be in writing.
- More than 21 days prior to function – Deposit less \$20 administration fee will be returned.
- Less than 21 days prior to function – The \$100 deposit will be forfeited. All other monies will be refunded.
- Should a function date be restricted due to altered or changed government policy (e.g., Pandemic), the function may be moved to a mutually suitable alternate future date. All function deposits and correspondence will be moved to the newly selected date. The new date should be selected (within reason) within 12 months of the previously booked date.

4. SMOKING

- The Club is a “non-smoking” venue, for all interior areas and adjoining areas (including the balcony).
- It is the hirer’s responsibility to ensure that all personnel attending the function, including staff, musicians etc. observe the rule.
- The hirer will forfeit the whole of the bond if this rule is not observed.
- An automatic fire alarm is installed in the club house. If fire brigade is called out the BSSLSC that fee may be payable by the hirer.
- Smoke Machines are not permitted at functions.

5. RESTRICTED FUNCTIONS

- The building shall not be hired for any illegal purposes.
- The building shall not be hired for any private function advertised on the Internet or social media.
- The building shall not be hired for the purpose of raising money by outside organisations unless the Club Executive Committee gives approval.
- Special approval from the Club's Executive Committee is required for any 21st Birthday parties and would require the Hirer to engage a reputable private security company at the Hirer's cost, and evidence should be provided to the House Captain. The club is not available for 18th birthday parties.

6. NUMBER OF GUESTS

- The maximum capacity of the venue, including all staff is 180 persons. Generally, the number of guests should not exceed 150 people at social functions. In the event of a Pandemic, the number of Guests will be determined by Government Health Regulations and Policies.
- As of September 2021, the function room accommodates up to 90 seated people seated at tables. If you need to sit more, hirers will need to hire their own additional tables and chairs.

7. DURATION OF FUNCTIONS

- All functions must have set start and finish times, as stated in the booking application form (Attachment 1), noting that all attendees must vacate the premises by 12pm.
- No function shall run past 12 midnight. It is the responsibility for the hirer to ensure all guests, musicians, caterers, etc. vacate the premises within the hours stated in the "Agreement of Hire".
- Last drinks will be served, with the bar closing 30 minutes prior to agreed finish time.
- All music to cease to abide by the 11:30pm per sound limit regulations and hirers responsible for their own event security services.
- ALL HIRERS AND GUESTS ARE ASKED TO RESPECT OUR NEIGHBOURS AND ENSURE THAT THE PERSONS LEAVING THE PREMISES DO SO IN A QUIET AND ORDERLY MANNER

8. CLEANING & DECORATION

- The clubhouse must be left in the same condition as it was found. This includes the tables and chairs and the kitchen. It is expected that **everything** is put back. Failure to do this may result in loss of bond money.
- The cost of setting up the Function room is the hirer's responsibility.
- The cost of cleaning of the premises following the function is included in the hiring fee. The Hirer is required to observe the following: Whatever the Hirer brings onto the premises must be removed at the end of the function within the allocated hours in the booking application form (Attachment 1), or by 9.30 am the following morning (or as agreed with the House Captain).
- The Club is not responsible for private property left on the premises either before, during or after a private function.
- No naked flames, excluding birthday cake candles, can be used in the club house. Please use battery operated candles only. No sparklers may be used in the clubhouse or the decks.
- Use of the following is not permitted: drawing pins, sticky tape, nails or adhesive material to display signs or attach decorations to walls. Decorations can be hung from the rafters or as advised by the house captain.
- Confetti, rice polystyrene, decorative stones and the like are not permitted on the premises.
- Bands/DJs are not to use any tape (such as Gaff) to the wooden floor. Mats (or carpet similar) are provided near the boutique to secure leads.

- The kitchen is only to be used for the preparation of food and must be left in a clean and tidy condition at the end of the function.
- During the function, the Hirer must ensure that any spilt drink or food is mopped or cleaned up.
- All garbage, (excluding beer bottles and wine bottles) and food must be taken off the premises and remains the hirer's responsibility.

9. SECURITY

- All Hirers are responsible for the behaviour of their guests. They must ensure that only invited guests are admitted to the function.
- The Hirer shall secure the building, set the Alarm to ON, turn off the lights and vacate the premises within the agreed finish time. The keys are to be returned to the key safe. A loss of key will be charged from the bond deposit.

10. CLUB BAR AND THE SERVING OF ALCOHOL AT PRIVATE FUNCTIONS

- The Club's Licensee Manager is directly responsible for ensuring that all laws relating to the responsible service of alcohol are adhered to. Only the club's properly trained and qualified personnel operate the bar facilities and serve alcohol at the Club's function centre. Heavy penalties can apply to anyone serving or drinking alcohol before staff arrive.
- Bar service starts at 6.00pm to 11.30pm. Any additional hours before this will entail an extra cost of \$25.00 per hour for each bar person.
- The conditions of hire require that two bar persons are employed for all functions to cope with demand, as well as a security precaution. Additional bar persons are recommended for larger functions attended by 60 or more people – this is to be discussed with the House Captain prior to function.
- The Club will also sell beer, wine, soft drinks and spirits for functions. Hirers must advise the Functions Manager of their spirit requirements beforehand. The Club can arrange the sale of pre-mixed spirits to guests at the function. The Club reserves the right to refuse to serve any spirits unless arrangements are made prior to the commencement of the function. Energy drinks, shots and doubles are not permitted.
- Alcohol may only be consumed within the Function room or adjoining decks. Alcohol and glasses must not be taken downstairs, upstairs, or onto the beach or car park.
- Functions that do not require alcohol can still have the bar open as non-alcoholic drinks can be served. This can be discussed with the House Captain.
- Hirers may be charged for missing or broken glasses.
- Under the Responsible Service of Alcohol laws, the Club's bar staff have the right to refuse service to any guest if deemed necessary.
- Under no circumstance is alcohol to be supplied to persons on the premises who are under 18 years of age. Any guests found supplying alcohol to minors will be asked to leave the premises. The hirer is reminded that guests may be required to show proof of age.
- Under the Responsible Service of Alcohol laws low alcohol beer must be available to your guests.
- **BYO alcohol and soft drinks is not allowed.** If you have specific product requests discuss this with the house captain.
- Bar staff are hired to serve behind the bar only and do not provide table service. If table service is required, it would be necessary to hire wait staff – please check with your caterer.

11. HIRING OF EQUIPMENT

- All hired equipment delivery and removal is the sole responsibility for the Hirer. Storage of equipment after a function may not be possible due to other functions.
- All hired equipment waiting for pick up must be left neatly in a pre-arranged place by 9.30 the following morning.
- Delivery and pick up of hired equipment are the hirer's responsibility. If this requires Surf Club members to be present, a fee of \$25 per hour may be charged.

12. MEMBERS DISCOUNT

- Membership benefits are subject to approval and are restricted to members who have maintained a financial status for over 24 months from the date of enquiry and have been actively involved in the Club during that time.
- At the discretion of the Club Executive hire fees can be discounted or waived for Members.
- Members are expected to adhere to the Terms and Conditions.

13. OTHER AREAS OF THE CLUBHOUSE

- The downstairs meeting room and the hall area upstairs can be booked for community group meetings or training sessions.
- Groups must clean the room(s) and return furniture to the state it was when they arrived.
- If the downstairs meeting room/upstairs hall area is booked by a commercial organisation there will be a room charge.
- The third-floor patrol tower is an operational room and not to be used by private hirers at any time.

Important Notes:

- The Club Function Room and Bar Services are not available for private/exclusive bookings on Friday nights and Sunday afternoon in Summer as this is open for public trading.
- Once an event is confirmed by the Club it is locked into the calendar. It can only be displaced by an urgent Club or Life Saving event by negotiation and agreement between all parties.
- Club activities will take precedence over private function bookings. Should a late notice club function (e.g. carnival, presentation, branch activity, etc.) be required to utilize the club function room, then a full refund of all fees will be provided to the hirer.
- The club will maintain a 12-month rolling calendar of events and endeavour to ensure all known club activities are pre booked into this calendar to avoid such clashes, however it is sometimes unavoidable, particularly when bookings may have been made well in advance.
- The gate at the bottom of the rear deck stairs, is a designated fire exit, and the gate at the base of the stairs must always be locked in an open position when the building is being used. It should be locked closed at the end of the function.
- Businesses, community groups using the venue need to have their own public liability insurance.

Booking Fees Private Function:

Function Room including Kitchen \$800 per day/booking (plus GST) for private functions (including cleaning fees)

Function Room Security Bond \$500 per booking for private functions (Refundable 14 days after function, In the case of any excessive damage or excess cleaning costs to the premises during the function, which exceeds the initial bond paid, the hirer will be issued with a notice of excess fees.)

Function Room Deposit \$300 for private functions (Payable Upon Booking)

Bar Staff Renumeration: \$150.00 cash payment per function for each bar staff member (payable directly to bar staff prior to commencement of service of drinks at 6.00pm).
Additional cost of \$25 per hour for each bar person for service before 6.00pm.

Booking Fees Function Hall Commercial:

(Local businesses i.e., Yoga, dance/fitness classes) \$50 per hour (plus GST)

Facility must be returned to same state as upon hiring.

Hirers need to cover associated cleaning requirements. Minimum booking of 1.5hours.

Community Groups Meeting Room

\$30 per hour (plus GST) or \$150 per day (plus GST) at club discretion. Facility must be returned to same state as upon hiring.

Hirers need to cover associated cleaning requirements.

Special Note on Catering Services:

- There is an option to use Club Cafe – Under the Deck, as the event caterer any events/meetings/private functions.
- All arrangements to be made directly with Club Cafe.

Contact Darren Quinn – 0405004538

Or Under The Deck on Facebook

AGREEMENT OF HIRE ACCEPTANCE SECTION:

This document represents a Legally Binding Contract between the Hirer and Broulee Surfers Surf Life Saving Club, effective from September 2021. By signing this document, the Hirer agrees to abide by the terms set out in this Agreement of Hire document.

I acknowledge the gate at the bottom of the rear deck stairs, is a designated fire exit, and the gate at the base of the stairs must always be locked in an open position when the building is being used. It should be locked closed at the end of the function.

Hirer Name: _____

Hirer Signature: _____

Date: ____/____/____

Attachment 1 - Broulee Surfers Surf Life Saving Club Booking Application

Booking Date: ____/____/____

Full Name: _____

Address: _____

Financial Member of Broulee Surfers Surf Life Saving Club: Yes No

Preferred contact person if different from above: _____

Mobile: _____

Email: _____@_____

Function Date: ____/____/____

Nature of Function: _____

Start Time: _____ Finish Time: _____ Estimated Numbers: _____