

Crowdy Head Surf Life Saving Club Inc.

Established in 1956 Incorporated in NSW INC 9879709 ABN 27 911 047 117

www.crowdyheadslsc.org.au



Crowdy Head SLSC Function Room

— TERMS AND CONDITIONS OF HIRE —

Hirers are required to enter into an Agreement for Hire with Crowdy Head SLSC Inc. ("the Club") and be bound by the following rules. Hirers should read them thoroughly before signing the Agreement for Hire form which is required to be returned to the Club to secure the booking of the Function Room. Non-compliance of any of the terms outlined below permits the Club to refuse entry, amend or immediately terminate the agreement. When the hirer or invitee of the hirer enters the premises, they are deemed to have agreed to be bound by these conditions.

- 1. **ENQUIRY, APPLICATION TO HIRE AND RIGHT TO REJECT**. All Function enquiries and bookings must be made directly with the Functions Co-ordinator by completing the Application Form. All applications will be submitted to the Executive Committee. The Club retains the right to reject any Application to Hire without providing a reason. Decisions regarding applications and claims will be made monthly by the Club Executive Committee.
- 2. HIRE FEE. A Hire Fee is payable on all bookings. Please refer to our Function Room Hire Rates form for current fees.
- 3. **BOND**. In addition to the Hire Fee, all hirers are required to pay a Bond (**currently \$500**) to the Club at the time of signing the Agreement for Hire. The full amount of the Bond will be refunded to the Hirer within fourteen (14) days after the conclusion of the Function, provided that all conditions contained in the Terms & Conditions of Hire are fully complied with. This includes complying with noise restrictions and respecting the neighbourhood amenity. If a Hirer or their guest breaches any of these Terms and Conditions, whether wilful or not, the Club is authorised, without giving prior notice, to claim the full amount of the bond and you will have no claim against the Club in respect of them doing so. Where the value of the loss or damage caused by the breach of these Terms and Conditions exceeds the value of the bond, the Club, in addition to any other rights the Club may have at law or in equity, has the right to recover from the Hirer any costs incurred as a result of the breach and the Hirer will be issued with a Notice of Excess Fees.
- 4. **PAYMENT OF SECURITY DEPOSIT**. A Security Deposit **equal to 20% of the total Hire Fee** must be paid within fourteen (14) days of the Executive Committee approving the Application to Hire. When booking within 4 weeks of the booking date, full payment is required. The booking will only be confirmed once the Agreement for Hire form is received and the Security Deposit and Bond are paid. The Club reserves the right to cancel any reservations without a signed Agreement for Hire form or a fully paid Security Deposit and Bond by the required date, and will not accept responsibility for any booking without the above being received in the required time period. The balance of the hire fees must be paid twenty-eight (28) days prior to the Function date.
- 5. ACCESS AND PAYMENTS. Access to the function room will not be provided until all monies and paperwork are received as required. We accept direct deposit, bank cheque, or EFTPOS Personal cheques will not be accepted within fourteen (14) days of the function date. Personal cheques which are dishonoured will incur a dishonour fee.
- 6. **CANCELLATION**. In the event of a cancellation the Bond will be refunded. Where less than 28 days notice is given the full Hire Fee is non-refundable and will be forfeited. Where more than 28 days notice is given, the Security Deposit is non-refundable and will be forfeited. At the discretion of the Club, should the Function Room be booked by another Hirer for the cancelled dates, part or all of the Security Deposit and Hire Fee may be refunded.
- 7. **RESTRICTED FUNCTIONS.** The Function Room shall not be used for any illegal purpose. The Function Room shall not be hired for any Birthday Parties, or for any private function advertised on the internet. The Function Room shall not be hired for the raising of money by outside organisations unless the Club gives approval. The function room is available for weddings on a Saturday and Sunday from April to October only, and approval must be sought and given by the Executive Committee before each application will be accepted. Corporate daytime functions may be considered by the Executive Committee upon application and prices will be quoted at that time.
- 8. **SMOKING/VAPING**. Smoking and/or Vaping is strictly NOT permitted on any part of the Club premises, including external balconies and area around the club. It is the Hirer's responsibility to ensure that all patrons attending the Function, including staff, musicians etc. are aware of and adhere to this rule. The Hirer will forfeit the total amount of the Bond if this rule is not observed.
- 9. **SECURITY AND NEIGHBOURHOOD AMENITY.** All Hirers are responsible for the behaviour of their guests. All guests must conduct themselves in a proper manner so as not to cause a nuisance, including excess noise, or interfere with the use or enjoyment of the property for other occupiers or neighbouring properties. Unruly, loud or offensive behaviour will not be tolerated. When leaving the premises, guests must respect the Club's neighbours, and all noise is to be kept to a minimum. It is recommended that guests prearrange transport for the Function end time. Due to Council noise restrictions, any music or PA systems must be contained inside the Club building and must not be excessively loud. Bands comprising of more than 3-piece are not recommended. Complaints received by the Club due to unjustified noise or unruly behaviour will result in a loss of the Bond.
- 10. **NUMBER OF GUESTS**. When seated at tables, the Function Room accommodates a maximum of 120 people. Where tables not used (stand up only), a maximum of 160 people can be accommodated.



Telephone: (02) 6556 1325 Crowdy Head Rd, Crowdy Head 2427





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- 11. **DURATION OF FUNCTIONS**. All functions must have a Hire start and Hire finish time, as stated in the Agreement for Hire. For Wedding Hire, the standard rate of hire includes up to six (6) hours of use (e.g. 4.30pm to 10.30pm). The venue can be hired for additional hours at an additional hourly rate (up to a a maximum of 8 hours) however all Functions must finish by 11.00pm, at which point in time staff will close and secure the premises. Last drinks will be served at 10.30pm with bar service ceasing at 10.40pm. Music will cease by 10.45pm. It is the responsibility of the Hirer to ensure all guests, musicians, etc. vacate the premises and outside areas by 11.00 pm. An additional charge will be levied at double the normal hourly rate from the bond if the premises are not vacated within the allocated time.
- 12. **CLEANING AND DECORATION**. The Function Room will be presented in a clean and tidy state ready for the Hirer to personalise. This, along with the cleaning of the premises following the Function, is included in the Hire Fees. Notwithstanding, the Hirer is required to observe the following: (a) Whilst not expected to clean, the Hirer is required to remove all rubbish, decorations, personal effects, spilt food and liquid, and leave the premises in an acceptable manner, as near as possible in condition to that which they found it; (b) Whatever the Hirer brings on to the premises must be removed at the end of the Function, or by 10.30am the following morning; (c) The use of candles, except where they are contained and cannot drip onto the carpet is not allowed. An additional cleaning charge will apply for wax on carpet; (d) Use of the following is not permitted: drawing pins, sticky tape, nails or adhesive material to display signs or attach decorations. (e) The kitchen is only to be used for the preparation of food. It must be left in a clean and tidy condition at the end of a function, in as near as possible in condition to that which they found it. Crockery and cutlery should be washed, dried and put away, and dishwashers unpacked. This should be discussed with the caterer, if one is employed.
- 13. CLUB BAR AND THE SERVING OF ALCOHOL. The Club as Licensee is directly responsible for ensuring that all laws relating to the responsible service of alcohol are adhered to. The Club's RSA qualified staff will operate the bar facilities and serve all alcohol in the Function Room. Guests are not to BYO or self-serve from eskys etc. A suitable drinks package from the Functions Beverage List will be arranged on consultation with the Bar Manager. Alcohol and glassware must not be taken downstairs or outside of the venue. Under the Responsible Service of Alcohol laws, the Club's Bar Staff have the right to refuse service to any guest if deemed necessary and we would appreciate all patrons showing our RSA staff the respect deserved. 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 required to leave the premises. Bar Staff are employed to serve from behind the bar only, and do not provide table service. If table service is required it is best to hire waitstaff please check with your caterer.
- 14. **EQUIPMENT PROVISION AND HIRE**. Table coverings and decorations are not supplied and must be provided by the Hirer. The following are available and included for use: Crockery, cutlery, glassware, urn, function room, upstairs terrace, round tables (seat 6 to 8 pp each), 2x 1.8 m trestle tables, plastic chairs, 6 x outdoor tables (for use on upstairs terrace), serviced bar, a PA system, projector and lift access. There is a commercial kitchen available for your caterer to utilize however this must be returned clean and undamaged and in a similar condition to when they arrived. All hired and self-provided equipment's delivery and removal is the sole responsibility of the Hirer. Storage of equipment after a function may not be possible due to other functions following.
- 15. **DAMAGE**. Hirers are responsible for damage to the premises and/or equipment, or loss of or damage to any items at the property which occurs during the hire period (including the access period prior to and after the function when preparing / packing up the function room), including but not limited to floors and floor coverings, curtains, furniture, fittings, PA/projector systems, lift, kitchen utensils and equipment, crockery, glassware, cutlery, etc. Damage caused to the premises or club property during the delivery of or removal of self-provided equipment is also to be paid for by the Hirer.
- 16. **HIRER AND GUEST PERSONAL PROPERTY**. No responsibility is taken for personal property brought upon, damaged, left at or near the premises or lost before, during, or after the function. No liability is accepted for any injury, debt, damage, loss, delay, expense or inconvenience caused directly or indirectly by events beyond the Club's control. In the event of items left at the Club after the Function, we will endeavour to recover and return them (at the Hirer's cost), but we take no responsibility for recovery or return of these items.
- 17. **ANIMALS/PETS**. Animals/pets are not permitted on the premises unless prior written consent is obtained. If animals/pets are found inside without consent, the Bond will be forfeited in full. Any pest control required as a result of an animal inside or on the premises will be charged to the Hirer.
- 18. PRIVATE PROPERTY. Any areas designated as private by the Club are strictly out of bounds.
- 19. **COMPLAINTS**. Complaints are to be in writing.
- 20. COSTS. All quoted prices are subject to Terms and Conditions of Crowdy Head SLSC Inc and may be subject to change at any time.
- 21. **PRIVACY**. The personal information you provide in the application is necessary for the Club to verify your identity to process and evaluate the application and to manage the Agreement to Hire. Personal information collected about you in this application and during the course of the Hire (if the application is successful) may be disclosed for the purpose for which it was collected, to the Executive and Committee, as well as any other third parties with whom you have engaged for the purpose of your event.

NAME:	SIGNATURE:	DATE:	/	/
NAME:	SIGNATURE:	DATE:	//	/

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