

## **Hire Agreement: Conditions of Hire**



Name of person hiring (referred to as the 'Hirer'):

.....

Address:.....

.....Post Code:.....

Ph:.....Mobile:.....

Email:.....

Drivers License number:.....

Additional person for contact if required:.....

Ph: .....

Type of Function:.....

Date of Function:.....

Number of Attendees:.....

Function Commencing at:.....

Function Finishing at: .....

Special Requirements (including use of the Club's bbq or sound equipment):

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.....  
.....

# CONDITIONS:

## Preamble

Please note that unless specifically mentioned, in a particular Clause, the terms and conditions in this Hire Agreement are not negotiable.

They have been set to ensure the comfort and safety of the Hirer, their guests and the Staff and members of the Surf Club.

The Terms and Conditions and all fees, charges and bar prices are subject to change at the discretion of Merewether Surf Life Saving Club Inc with or without notice.

## The Bar Operations

- a) The Hirer and their guests are responsible for adhering to all laws relating to the Responsible Service of Alcohol (RSA).
- b) Only alcohol supplied by the Club can be consumed on the premises. This means that the Hirer must purchase their alcohol from the Club and are not entitled to bring alcohol into the premises.
- c) Alcohol may only be consumed within the Function Room and adjoining balcony. It is illegal to take alcohol and glasses outside, other than on the balcony, or from the building.
- d) Under RSA legislation introduced by the NSW Government in February 2014, hirers are not permitted to take alcohol, brought in as gifts (it is not permitted to consume these on the premises), from the premises later than 10:30pm. This means that it will have to be removed from the premises before that time or collected the following morning.
- e) Only Merewether Surf Life Saving Club Members who are properly trained to operate the bar facilities and hold Responsible Service of Alcohol (RSA) qualifications are to serve alcohol at Functions at the Club.
- f) The conditions of hire would normally require:
  - 1 bar staff for up to 40 guests,
  - 2 staff for between 40 and 75 guests,
  - 3 bar staff for between 75 and 100 guests,
  - at least 4 bar staff for over 100 hundred guests,where alcohol is being consumed on the premises. In very limited circumstances the Function Room Manager may agree to vary these conditions.
- g) Under normal circumstances the Bar Staff are paid by the Club from the Hire Fee. However, for functions which go beyond normal hire times additional hire fees will need to be paid to cover the additional wages.
- h) Under the Responsible Service of Alcohol Laws, the Club's bar staff retain the right to refuse service to any guest if deemed necessary.
- i) If a guest is refused service, that person must leave the premises immediately (under RSA Laws). It will be the Hirer's responsibility to ensure this is carried out. Taxis can be called if necessary by the Function Room Manager or Bar Staff.
- j) From 10:00pm, or at the discretion of the bar staff, your guests may be served on the basis of only one drink at a time per person. This means everyone may have to come to the bar to get their own drinks.

- k) The Bar will be closed 20 minutes prior to the agreed finishing time. This allows guests time to finish their drinks and leave at the premises by the agreed finishing time.
- l) UNDER NO CIRCUMSTANCES IS ALCOHOL TO BE SUPPLIED TO PERSONS ON THE PREMISES WHO ARE UNDER THE AGE OF 18 YEARS.
- m) No person may enter the Bar area without express permission from the Function Room Manager or Bar Staff.
- n) As per RSA Laws, low alcohol drinks and water are available to guests at the bar.

## Hire Fee and Bond

- a) The Hire Fee and Bond (see Prices on page 7 of the Agreement) are to be paid in full by the Hirer within 7 days of booking the room. The 'Hire Agreement' is also to be completed and forwarded to the Function Room Manager at this time. Payment methods are included at the bottom of page 8.
- b) The Bond will serve as a holding deposit for the Booking.
- c) The full amount of the Bond will be returned to the Hirer within 10 working days, providing that all conditions set out in the Hire Agreement are observed, including acting on requests from Bar Staff in relation to liquor licensing laws and noise abatement rules.
- d) The club undertakes to carry out an inspection of the Premises within 48 hours of the Function and to inform the Hirer of any damages, which may be subject of a Bond reduction, within 72 hours. The cost of glass breakages will be deducted from the Bond at the sole discretion of the Function Room Manager.
- e) The Function Room Manager will be responsible for determining the condition in which the Club is left after the Function. The Function Room Manager has the authority to withhold Bond money for additional cleaning expenses, or to cover damage to Club property, at their discretion. If the Hirer is not satisfied with the explanation provided by the Function Room Manager, the Hirer is to take the matter up with the Club's Hall Committee not with the Function Room Manager.

## Premises and Restrictions

- a) Entry through the Function Room stairs and access ways within the Merewether Surf Life Saving Club building are highlighted on the attached Plan.
- b) The building is owned by the Newcastle City Council. Consequently its' operations are governed by Council regulations. These include:
  - Smoking is not permitted on Club Premises including the balcony, nor within 10 metres of the building. This includes so called 'e' cigarettes.
  - The local council area has an alcohol exclusion zone which must be observed.
  - The use in any way, shape or form of illegal drugs, including so called recreational drugs, on or near the premises is strictly prohibited. If the Staff become aware of any guest undertaking this activity the function will be immediately closed down and the Police may be called.
  - Music and noise are to be restricted to a reasonable level and must cease before midnight.
  - The level of noise emission from any activity within the facility shall not exceed normal background noise level, when measured at the nearest boundary of any residential property.
  - Live bands are permitted but are subject to the noise requirements above.

- Bar Staff will ask you to reduce the volume of any music being played or other loud noises if necessary. These requests must be adhered to or the sound system will be turned off.
  - Guests are required to leave the premises at the conclusion of the Function. Guests are not allowed to congregate around the outside of the Club except where they are waiting for transport and are required to keep noise down whilst there.
- c) The cost of preparing the Function Room is included in the Hiring Fee. Notwithstanding, the Hirer is required to observe the following:
- Merewether SLSC carries no responsibility for any property remaining on the premises either prior to, during or following the Function. Merewether Surf Life Saving Club will take all necessary care, but cannot take responsibility for damage or loss of merchandise or personal belongings left on the Club's premises prior to, during or following the Function.
  - Decorations near or around ceiling fans are not allowed.
  - Free balloons on strings are not permitted.
  - Drawing pins, thumb tacks, nails, screws or any other sharp pointed 'hanging' device are not permitted. Glitter, fairy dust, confetti and the like are not permitted inside the club premises.
  - Lit wax candles for decorative use are not permitted.
  - Smoke machines are not permitted for use within Merewether SLSC premises.
  - The Hirer assumes responsibility for any and all damages caused by any guests, invitees or other persons attending the Function.
  - General 'wear and tear' will be acceptable, however any costs due to damage to the Function Room facilities and all other Merewether SLSC Club Property and Facilities will be deducted from the Bond, with any shortfall being charged to the Hirer. Legal action will be taken to recover any amounts not paid for damage caused.
  - No permanent fixings are to be attached to the Premises without the written consent of the club.
  - Property of the club is not to be tampered with, modified, removed or altered.

## **Fire Safety**

- a) The Hirer is to ensure the fire safety measures in the Premises are suitable for their use.
- b) The Hirer is to make themselves and their guests familiar with the locations of and the operation of the fire protection equipment (hose reel & extinguishers).

## **Catering**

- a) Catering for the Function Room is to be organised by the Hirer.
- b) Merewether SLSC works closely with various caterers and these high quality local businesses offer a special deal for all Merewether SLSC Function Room users. Please talk to the Function Room Manager regarding the details of these Caterers should you wish to use them.

## **Cleaning**

- a) The cleaning fee before the Function Room as well as following the completion of the Function is included in the Hire Fee.

However, the following rules must be adhered to:

- The kitchen area is to be used for the sole purpose of food preparation and must be left in a clean and very tidy state upon leaving.
  - The Hirer is required to wash and clean all utensils owned by the Club and used by them.
  - All property of the Hirer and/or Caterers used by the Hirer must be removed at the completion of the Function, or by 8:00am the following morning, unless otherwise agreed by the Function Room Manager.
  - All tables and chairs are to be stacked in their original position before leaving. Bar Staff will assist with this.
  - The Urn, if used, is to be switched off at the wall and plug removed from power point.
  - All rubbish is to be properly bagged and disposed of in the Bins provided at the completion of the Function. If the bins are full, the bagged garbage is to be left next to the bins outside. Bar Staff will assist with this.
  - Excess or left-over food is not permitted to be stored in the Bar or Kitchen, except within the kitchen fridge and it is to be collected by 8:00am the following morning unless otherwise agreed by the Function Room Manager.
- b) The premises and facilities must be left in a reasonably clean and tidy condition by the Hirer prior to vacating the premises. This includes the toilet areas.
- c) The Club reserves the right to charge the Hirer for any additional cleaning fees in the event that the premises are not left in a clean and tidy state.
- d) The Hirer must ensure that all rubbish in the hall is placed in the rubbish bins provided.

## **Restricted Functions**

- a) The building shall not be hired for any illegal purpose.
- b) The building shall not be hired for eighteenth (18<sup>th</sup>) Birthday Parties Buck's or Doe shows, or for any private Function that has been advertised on the Internet or any form of social media.
- c) Requests to hire the function room for the purpose of raising money by outside organisations must be accompanied by a written submission. Written permission by the Club Function Room Manager will be supplied where the request is approved.
- d) The Hirer gives an undertaking that the intended Function to be held at the Premises is not an 18<sup>th</sup> Birthday Party, Bucks or Doe Show. Deceit on the part of the Hirer for the purposes as mentioned in this point will result in cancellation of the booking with the loss of the deposit paid. If the Function has already been conducted and the deceit is discovered then the Bond will be retained by the club.

## **Number of Guests**

- a) As a general rule, the Function Room is equipped to accommodate one hundred (100) guests seated or one hundred & fifty (150) standing.
- b) These above numbers are not to be exceeded as they are determined by Council Regulations.

## **Duration of Functions**

- a) Friday and Saturday evening Functions are normally based on a six (6) hour period commencing at 6:00pm unless otherwise agreed to by the Function Room Manager.
- b) Due to Council Regulations, the function room is available to the Hirer until 12.00 midnight only and the premises must be vacated by then.
- c) Setting up for Weddings and other major Functions is available on the day of Hire from 10:00am unless otherwise advised by the Function Room Manager.
- d) Subject to availability, set-ups the evening before a Function can be negotiated by speaking with the Function Room Manager at an additional cost.
- e) The duration of functions held during the day may be negotiated with the Function Room Manager.

## **Security**

- a) Hirers must ensure that only invited guests are admitted to the Function.
- b) All Hirers are responsible for the behaviour of their guests.
- c) It is normally the responsibility of the Hirer to consider whether professional security is required for the Function and to engage at the cost of the Hirer all necessary security. However the Function Room Manager reserves the right to insist that Security is provided and if it is not may source independent security and charge the Hirer accordingly, particularly for 21<sup>st</sup> birthdays.
- d) The Hirer must not advertise the Function on any internet or social media site which can be accessed or viewed by people who are not invitees.

## **Insurance**

The Hirer agrees:

- a) To indemnify the club against all actions, claims, demands, loss, damages, costs and expenses in respect to any loss, damage or injury to any property or any injury or death to any person or persons arising out of our use of the Premises and further acknowledges that the Hirer uses the Premises at their own risk in all respects.
- b) To have their own insurance for any items of value brought to the venue.

## **General Provisions**

- a) No signs or easels are to be hung or placed outside the building or Premises without the written approval of the club.
- b) If there is a dispute between the parties in relation to the terms and conditions of this Agreement during the Term of the Agreement, the matter will be referred for determination to a registered mediator of five (5) years or more standing nominated by the club. The costs for such mediation will be borne equally by the parties. The decision reached in mediation will be final and there will be no other referral for the dispute (without limiting the legal rights of the respective parties).
- c) The club acknowledges that the Hirer and guests are entitled to use the equipment within the Function Room (except as per Club Equipment below). The Hirer acknowledges that the Hirer is responsible for any damage occasioned to the equipment during the Hirer's use excepting for fair and reasonable wear and

tear. Should the Hirer repair or replace any damaged equipment where the Hirer or guests are not at fault, the costs for repair or replacement will not automatically give rise to a claim by the Hirer against the club for reimbursement. Such matters will be determined at the absolute discretion of the Club.

## **Club Equipment**

- a) The Club has a variety of electronic and catering equipment available to enhance your Function. The Club's PA, DVD, Sound System and TV may only be used by the Club's Licensee, Function Room Manager or Club Bar Staff.
- b) Should the Hirer wish to check the compatibility of their equipment or software with the Club's systems they should arrange with the Function Room Manager to do so well before the Function at no cost. If the Club needs to get expert assistance to configure systems it will be at the Hirer's expense and is to be paid at the time the assistance is provided.
- c) The Hirer is to ensure that Function guests are aware of the above policy.

## **Cancellations**

Cancellations may result in a vacant weekend and hence a monetary loss to the Club. In the event of the cancellation of a function, the following policies apply:

- Cancellations made more than six (6) weeks ahead of function date; full Bond will be returned.
- Cancellations made less than four (4) weeks but not more than six (6) weeks ahead of function date; 50% of the Bond will be retained as a cancellation fee.
- Cancellations within four (4) weeks of function date; 100% of Bond will be retained by the Club as a Cancellation fee.
- If another Booking can be found for the above function date, your Bond will be returned in full.

## **Payment Procedures**

Merewether Surf Life Saving Club Function Room Committee reserves the right to review fees/charges, including advertised bar/drinks prices at any time. Hire Fees and Bond are payable by direct deposit into the Club's account (BSB 032 569 Ac No. 193376) or by Bank Cheque forwarded to the Function Room Manager. Cheques are to be made payable to Merewether Surf Life Saving Club Inc.

## Prices

Merewether Surf Life Saving Club reserves the right to refuse any application to hire without providing a reason. Hire fees may be changed at the discretion of the Club at any time, with notice.

Current Hire and Bond fees and other charges are as follows:

### **Friday and Saturday Evenings:**

Hire Fee: From 6:00pm to 12midnight: \$850.00

Bond: \$500.00 (please see 'Cancellations') except for 21<sup>st</sup> birthdays where the Bond will be \$1000.00.

Subject to availability, set-up the evening before a Function can be negotiated with the Function Room Manager at an additional cost of up to \$275.00.

### **Weekdays: (9am – 3:30pm)**

Hire Fee: \$250.00

Bond: \$200

Additional hours may be negotiated with the Function Room Manager and will be charged at the Casual Hourly Rates below.

### **Casual Hourly Rates – Weekdays Only:**

Hire Fee: \$40.00 per hour or part thereof

Bond: \$200.00

### **Long term Hire Hourly Rates – Weekdays Only**

Hire Fee: \$35.00 per hour or part thereof.

Bond: \$200.00 payable at the commencement of the Hire Agreement and refundable at the expiration of the Agreement subject to any property damage.

### **Other Times**

Hire fees and Bonds for other times e.g. Sundays and weekday nights are negotiable with the Function Room Manager and will be subject to availability.

### **Club Members Rates**

Active Members: 75% of the rates specified above for the Hire. Full bond is payable.

Associate Members: 100% of the normal rates but the Function Room Manager has the discretion to vary.

### **Expert assistance**

A fee of \$50 is payable on all call outs. Where additional equipment and/or software manipulation are required, they will be charged at cost.

### **BBQ and Gas Heaters**

Hire fee: \$50 each per tall patio heater and the BBQ. These can only be used outside on the balcony for safety reasons.

### **Kitchen Equipment**

If the Combi oven and/or the cooktop are used in the kitchen a fee of \$50 will apply for the use of gas, electricity and for additional cleaning. Use of all other kitchen equipment is included in the hire fees.





## Hire Agreement

I have read the conditions applying to the hire of the Merewether Surf Life Saving Club Function Room and hereby agree to such terms and conditions. I am aware of my responsibility of ensuring the rules are strictly adhered to including the service of alcohol (including attempting to bring alcohol onto or take alcohol from the premises), behaviour of my guests, noise abatement and non-smoking rules. I accept and agree that if any guest is found to be taking illegal drugs, anywhere on the premises, that the Club has the right to close the bar and shut down the function immediately. The Police may also be called in these circumstances.

I further agree that should any damage occur to the area hired during the course of my Function, or additional cleaning is required, that I am responsible for the cost of repairs for that damage or cleaning. I also understand that 100% of the holding deposit will be forfeited should I cancel the Function within four (4) weeks of the Function date.

I acknowledge that even if I am signing on behalf of another person or another entity that I will personally be liable for all monies owing to Merewether Surf Life Saving Club Inc under this Agreement.

Signed:.....Date:...../...../.....

Print Name:.....

Witness signature.....

Print Name.....

Should you require your Bond refund to be by EFT please provide your:  
BSB..... Account Number.....

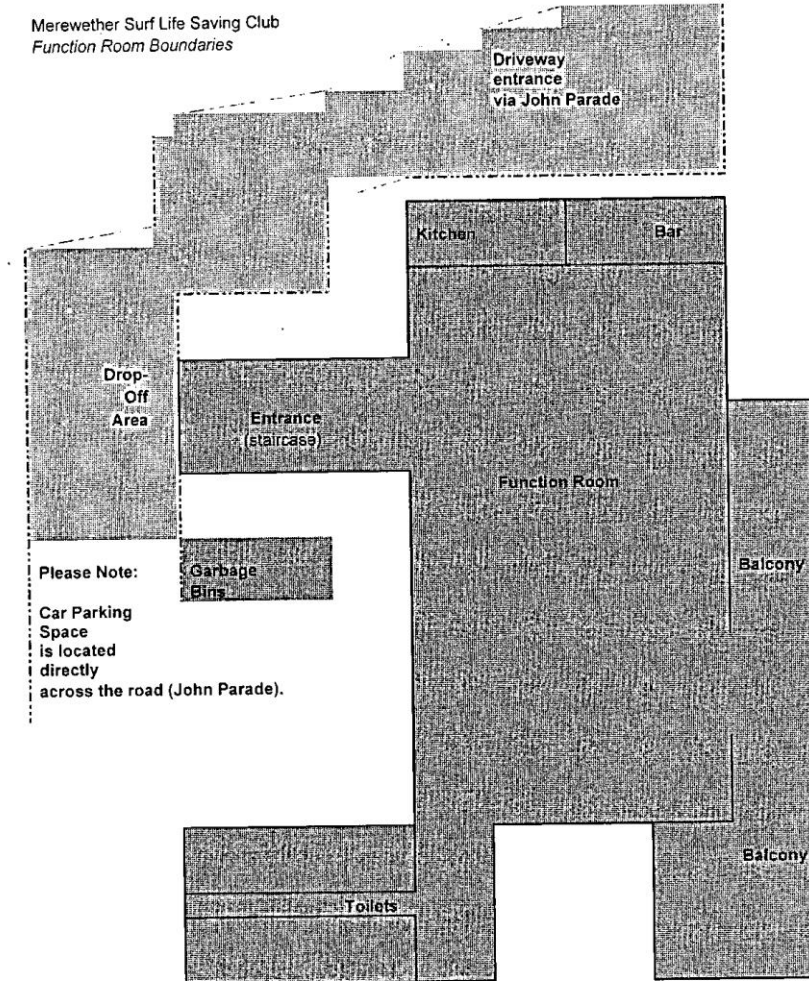
If signing on behalf of a club or organisation, insert capacity:

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Booking enquiries: Phone Susan O'Loughlan – Functions Room Manager  
M: 0447 416 007  
Email: [merewetherfunctionroom@gmail.com](mailto:merewetherfunctionroom@gmail.com)

**All correspondence to: P.O. Box 19, Merewether, 2291.**

Merewether Surf Life Saving Club  
Function Room Boundaries



Please Note:  
Car Parking  
Space  
is located  
directly  
across the road (John Parade).