

**MORUYA SURF LIFE SAVING CLUB  
FUNCTION ROOM HIRE AGREEMENT**

**VENUE HIRE – TERMS and CONDITIONS  
CONDITIONS OF HIRE**

**1. AGREEMENT TO THE CONTRACT**

1. Terms and conditions:

The hire of facility terms and conditions must be read and signed prior to approval. The Hirer granted approval to use the venue is at no time permitted to sub-lease or make it available to any other individual or group. Unauthorized use or entry into the venue at any time without written consent from Moruya Surf Life Saving Club may result in legal implications.

**2. VENUE**

1. The Hirer is responsible for the behavior of all parties attending the function.

Please be advised that our venue is an emergency service, this means we may need to access parts of Moruya Surf Life Saving Club at any time without warning.

2. Note: applicants must be over 18 years of age.

3. Purpose of hire:

This venue is available for regular and casual hire by community groups, organizations including for nonprofit and the general public for private events. The purpose of hire must be lawful and conducted in a manner that does not disrupt residents of the community.

4. Age Restrictions:

Moruya Surf Life Saving Club does not allow birthdays for ages between 18 - 21 years without event security.

5. Restrictions to numbers attending:

An estimate of the number of guests attending must be included on the 'Venue Hire Application Form'. Attendance must not exceed that stated on the hire form. If the number of guests is more than the number of guests on the application form, the person signing the declaration form takes full responsibility and may result in termination of the function and additional fees may be charged.

6. Maximum Capacity Compliance: To satisfy the fire regulations the maximum capacity for each venue must be declared on the application and must not exceed a maximum of 120 guests

7. Times of Hire:

a. The venue is available for hire 7 days a week.

Day Hours: 9am - 5pm

Evening Hours: 5.00pm - 1.00am

b. The period of hire shall commence and conclude strictly at the agreed times nominated in the 'Venue Hire Application Form'.

c. The set up and clean up time must be included in the times of hire.

**MORUYA SURF LIFE SAVING CLUB  
FUNCTION ROOM HIRE AGREEMENT**

**3. APPLICATION FOR HIRE and CONFIRMATION OF BOOKING.**

1. Once a 'Venue Hire Application Form' is received. Moruya Surf Life Saving Club will confirm the booking and issue you with an invoice.

**4. STANDARD HIRE COSTS.**

1. Day/Night 24-hour hire rate \$550 inc GST
2. Short term day use \$60 per hour inc GST
3. Club Life Members at the discretion of the Management Committee
4. Club Active Members at the discretion of the Management Committee

**Hall hire costs and payment arrangements:**

1. Hire charges will be calculated and invoiced in advance and a payment of at least 50% of the booking fee will be required within 12 days after booking into Moruya Surf Life Saving Club Inc nominated account to hold the booking date.
2. Full payment of the **booking, bond** and any agreed **professional cleaning fee** is required a minimum of 14 days prior, to secure booking.
3. Keys/Codes to the venue will not be issued unless the hire charges are paid in full. A date and time will be organised with you, to collect the keys. Keys must be returned accordingly, directly after the booking period.
4. A bond is required for any hire of the venue either paid into Moruya Surf Life Saving Club Inc nominated account or as a cheque.
5. Failure to pay bond in full can result in forfeiture of all funds paid already and cancellation of the booking.

**5. BOND**

1. Moruya Surf Lifesaving Club requires a bond amount of \$100 per hour for short term hourly hire and \$1000 for Day/night hire prior to the booking.
2. Failure to comply with all Terms and Conditions outlined in this document may result in forfeiture of all or a portion of your bond.
3. The Club has a right to apply your bond to any breach of the conditions including, late cancellation, unauthorized use of the club, cleaning charges or any other costs deemed necessary by the club. Moruya Surf Lifesaving Club may, at its own discretion increase or reduce the bond required by the club at any time.
4. The Hirer acknowledges that failure to comply with all or any of the terms and conditions that Moruya Surf Life Saving Club reserves the right to impose additional charges for cleaning and/or repair of damage.
5. The Hirer acknowledges that any breach of the hire agreement may result in Moruya Surf Lifesaving Club refusing to agree to any future hiring to the applicant, including any future confirmed bookings.
6. The bond must be paid at least fourteen (14) days in advance of hire date.
7. Failure to pay bond in full can result in forfeiture of all funds paid and cancellation of the booking

**6. CANCELLATION OF BOOKINGS**

1. All cancellations and requests for changes to bookings must be made in writing to

**MORUYA SURF LIFE SAVING CLUB  
FUNCTION ROOM HIRE AGREEMENT**

Moruya Surf Life Saving Club.

2. Hire fees are non-refundable and non-transferable if less than 14 days written notice has been given.
3. If 14 days or more notice has been given, the hire fee will be refunded by cheque within 12 days less a \$20 administration fee.
4. Please ensure that you have read all the terms and conditions carefully before signing the application form, as the club reserves the right to cancel any booking or not to accept any booking that it considers inappropriate for the venue.

**7. BAR SERVICE**

1. Moruya Surf Life Saving Club provide full Bar service as part of the hall hire, **no exceptions**.
2. All Bar staff will be correctly trained in the Responsible Service of Alcohol.
3. No other alcohol is allowed on the premises outside any special request that is agreed as part of the Hire.
4. It is a requirement of the club Lease/License that all bar stock and service is the responsibility of the club.

**8. USE OF LIFT**

1. The lift will be activated by MSLSC prior to the hire for the genuine use of persons with mobility needs.
2. Any other use of the lift is unauthorised.
3. It is the responsibility of the hirer to ensure this policy is adhered to with emphasis on children who may attempt to use the lift for amusement.

**9. ALCOHOL & SMOKING**

1. The Hirer must comply with the provisions of the Liquor Licensing Act 1988.
2. Alcohol is strictly prohibited on any public open space or reserve area.
3. No alcohol is to be consumed in the venue without the express permission from the club and on the strict terms and conditions for doing so as stipulated at the entire discretion of the club.
4. Smoking and Vaping is strictly prohibited inside all club facilities.
5. Smoking and Vaping must be restricted to outdoor areas only and no closer than 15m from any entrance or window.
6. Any discarded butts must be disposed of appropriately.
7. Smoke machines are not to be used in any part of the club facility.
8. Sparklers or such like that can trigger fire alarms are prohibited from the club facility.

**10. PUBLIC LIABILITY INSURANCE**

1. All Hirers holding a public event or providing a public service to the community must provide evidence of their own public liability insurance in the amount of \$20,000,000 indemnifying Moruya SLSC as the hall owner.
2. A public event is an event which is:
  - a. open to member of the public
  - b. advertised to the general public
  - c. either free to attend or has an entry cost
  - d. aimed to sell or promote goods or services

**MORUYA SURF LIFE SAVING CLUB  
FUNCTION ROOM HIRE AGREEMENT**

**11. SECURITY and SAFETY**

1. The Hirer will use its best endeavors to ensure the safety of all persons attending the event.
2. The Hirer must comply with any security requirements of the club, but in any case
  - a. **MUST** -notify police immediately if there is any threat or trouble during the hire period.
  - b. Report any accidents or near accidents to Moruya Surf Life Saving Club as soon as possible.
  - c. Arrange a person to assume responsibility on behalf of the Hirer in your absence and advise of the club of this person's name and contact details
  - d. No access to club ground floor areas is allowed.
  - e. If Moruya Surf Lifesaving Club requires the function to be registered with the local police, then proof of this must be supplied before the function begins.
3. All electrical cords, fittings, switches, and other electrical appliances used by the Hirer must comply with the appropriate Australian Standards and display a current electrical test tag.
4. **Security Staff:** Moruya Surf Life Saving Club at its discretion reserves the right to insist that licensed security officers are contracted out by the Hirer for certain type of events.
  - a. The number of security officers required will be determined by Moruya Surf Life Saving Club.
  - b. It is the responsibility of the Hirer to provide written evidence that a licensed security officer has been engaged, including security license number for the officer/s attending, at the time of making the final booking payment.
  - c. Failure to provide written proof can result in the event being cancelled and the forfeit of any booking fees.

**12. CALL OUTS**

1. Should Moruya Surf Life Saving Clubs security provider be called out as a result of the Hirers non- compliance with any condition of hire a call out fee will be deducted from the bond (minimum 2 hours - \$200).
2. Moruya Surf Life Saving Clubs security provider shall have the authority to terminate the hire arrangement forthwith in the event of non-compliance, or if in the reasonable opinion of the security provider the breach is likely to continue.
3. Should police call out be required and/or a noise abatement notice issued as a result of the Hirer's failure to comply with a noise warning any ensuing cost to the club will result be deducted from the bond.

**13. DAMAGE**

1. The Hirer should report any notable damage to a club officer prior to the commencement of your booking as it will (may) be deemed that this damage occurred during your function.
2. The Hirer is responsible for any breakage, damage, or loss to the venue/property and/or equipment, which occurs during the Hirers use of the venue.
3. The cost of repairing or replacing any breakage, damage or loss will be borne by the Hirer and will be deducted from the bond with any costs exceeding the bond recoverable directly from the Hirer.
4. Loss of Keys will be a fee of (\$500) charged to the Hirer.
5. The driving of nails, tacks, screws etc into walls or furniture is forbidden.
6. The Hirer is responsible for any damage to the surrounding facilities as a result of the function. This includes but not limited to, damage to parking bollards, piping, trees,

**MORUYA SURF LIFE SAVING CLUB  
FUNCTION ROOM HIRE AGREEMENT**

shrubs, fences, grass, signs, lighting etc.

7. In the event that costs to clean/repair any damage that exceeds the bond, The Hirer will be invoiced, and this will be a debt due and owing Moruya Surf Life Saving Club.
8. The Hirer must advise if the fire “ooo” extinguishers have been used in anyway.
9. If fire equipment is used for other than an emergency situation, the cost of inspection and replenishing will be deducted from the bond.

**14. PARKING, NOISE and SURROUNDING RESIDENTS**

1. The Venue is located in a residential area; therefore, it is expected that the surrounding residents are respected.
2. The Hirer is responsible for the preservation of good order during and following the hire of the venue.
3. Vehicles should not obstruct access to driveways or restrict parking in the street.
4. All Music and noise levels must be kept at an acceptable level.
5. Music must cease by 12.00am Midnight.
6. The Venue and car park must be clear by 1.00am

**15. OBLIGATIONS AFTER HIRE - Housekeeping**

1. A checklist is included in this agreement at (Item 16) for the Hirer to use to check that the facility is in a clean and tidy after each occasion. The policy is, you leave it as you find it.
2. It is the Hirers responsibility to inform the Moruya Surf Life Saving Club if the facility was not provided to you in a clean and tidy state.
3. If you do not provide this information prior to the booking. The Hirer is responsible for any discrepancies after the booking.
4. The Hirer is responsible of ensuring the venue is in a clean and tidy state, this includes but is not limited to:
  - a. All decorations and equipment are to be removed
  - b. Tables and chairs must be left as they were found, and must be all accounted for
  - c. The inside and outside area, including car park must be free of litter
  - d. All cleaning must be done by the Hirer, including vacuuming, mopping, cleaning of toilets and removal of all rubbish entirely from premises.
5. It is the Hirers responsibility to leave the venue in a clean and tidy state, the same state as they found it
6. Kitchen must be left clean and tidy as per original condition the kitchen was presented at the start of the hire.
7. If the hire agreement is for the Hirer to undertake all cleaning then that is to be complete by no later than 12pm on the day following the hire period.
8. Should the Hirer not satisfactorily complete the cleaning process as described under “ITEM 15.1 & 16. Hire Checklist” by the allotted time the Moruya Surf Life Saving Club will automatically commence the hire of professional cleaners without further communication and deduct all costs from the Bond.
9. Cleaning costs start at \$75 per hour and the total cost will be deducted from the Hirer Bond. For a day/night booking the hirer alternatively can accept a flat fee cleaning cost to be organised by club.
10. The hourly cleaning fee will be deducted from the bond provided or a separate payment can be made if requested.

**MORUYA SURF LIFE SAVING CLUB  
FUNCTION ROOM HIRE AGREEMENT**

**16. HIRE CHECKLIST – Cleaning required by hirer undertaking own clean**

1. Premises must be left as it was found. This Checklist is been provided for Hirers to follow:
2. All tables and chairs have been wiped down and stacked/stored in original position.
3. All decorations have been removed including tape, balloons, adhesives, etc
4. Any cooking equipment used, has been washed and returned to storage.
5. All crockery and cutlery to be washed and returned to storage.
6. Toilets have been cleaned left in reasonable state and all rubbish removed.
7. All floors swept, vacuumed, and mopped
8. All Rubbish has been removed from club premises.
9. All Additional items belonging to the Hirer have been removed from the venue.
10. Heating/Cooling Switched off. Failure to turn off at completion will result in an additional fee.
11. All windows closed
12. All lights turned off
13. All Doors Locked and secure
14. Keys must be returned as agreed to bookings manager.
15. Hirers are not permitted to enter the venue after expiry of booking hours.
16. Should the hirer not complete the clean, the club will automatically engage professional cleaners at the agreed hourly rate to complete the task.
17. Any additional charges will be deducted from the Bond if all items on the checklist haven't been satisfactorily completed.

**CONFIRMATION OF HIRER:**

**PLEASE CONFIRM THAT YOU HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THE MORUYA SURF LIFE SAVING CLUB FUNCTION VENUE**

Name: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_