

KEMPSEY-CRESCENT HEAD SURF LIFE SAVING CLUB INC

Rules Of Hire- Kempsey-Crescent Head SLSC Function Room

All hirers are required to enter into an agreement with Kempsey-Crescent Head SLSC to be bound by the following rules. These should be read prior to signing the "Agreement to Hire" Form.

1. BOND All hirers are required to lodge the specified bond with the Club. This should be paid when submitting the "Agreement to Hire" Form, and will be refunded to the hirer within 14 days of the Function, subject to inspection of the Function Room and provided that all conditions contained in the Rules of Hire have been complied with. Any breaches of this Bond, and any costs due to damage of the Function Room, Surf Club property or facilities will be deducted from the bond. Damage which exceeds the initial bond paid will be charged to the Hirer.

2. HOURS OF OPERATION- All music and serving of alcohol will cease at 11:00pm and the premises vacated by 11:30pm. It is the responsibility of the Hirer to ensure that all guests, musicians, caterers and decorators vacate the premises within this timeframe.

3. SMOKING - Kempsey-Crescent Head SLSC is a "non-smoking" facility. Smoking is not permitted in the building, on either balcony or within 4 metres of the building. It is the Hirer's responsibility to ensure that all personnel attending the function observe this rule. The Hirer will forfeit the whole of the Bond if this rule is not observed.

4. RESTRICTED FUNCTIONS – The building will not be hired for 18th or 21st Birthday Parties, Hens or Bucks Parties or any private function advertised on the Internet. Further, the building will not be hired for any illegal purpose.

Kempsey-Crescent Head SLSC reserves the right to refuse any application to hire the Function area.

5. SECURITY – All Hirers are responsible for the behaviour of their guests and must ensure that only invited guests are admitted to the Function. If deemed necessary, the cost of Security is the responsibility of the Hirer at private night functions where alcohol is served. Bar staff will be responsible for securing the property at the conclusion of the Function. Where no alcohol is served, it is the responsibility of the Hirer to turn off all lights, and secure the building.

6. CLUB BAR AND THE SERVING OF ALCOHOL AT PRIVATE FUNCTIONS The Hirer is directly responsible for ensuring that all laws relating to the *Responsible Service of Alcohol* are adhered to. Only the Club's trained and qualified personnel operate the bar and serve alcohol in the Function Room. All alcohol and soft drinks will be supplied by Kempsey-Crescent Head SLSC. Low alcohol beer must be available to guests. Alcohol can only be consumed within the Function Room and on the two balconies. Alcohol and glasses must not be taken downstairs or to the exterior of the building. **Failure to observe this condition will result in full, or partial forfeit of the Bond.**

Under the *Responsible Service of Alcohol* laws, the Bar Staff have the right to refuse service to any guest if deemed necessary. If refused service, the guest must leave the premises. Note that Barpersons are hired to serve behind the Bar only and do not provide table service. If table service is required, please liaise with your caterer.

7. CLEANING AND DECORATIONS – The cost of preparing the Function Room as well as cleaning of the premises is included in the Hiring Fee. Notwithstanding, the Hirer is required to observe the following:

Kempsey-Crescent Head SLSC carries no responsibility for any property left on the premises before, during or after a Private Function. All property must be removed at the end of the function, or by 9:00am the following morning if previously arranged with the Function Manager.

Use of the following is not permitted : drawing pins, sticky tape, nails or adhesive material to attach signs or decorations. Signs and decorations are not to be attached to, or placed on walls, ceilings or light fittings.

Decorations may be attached to hand rails and balustrades using electrical ties, providing they are removed by 9:00am the following morning.

Confetti is not permitted within the premises. The use of candles (except where self-contained) is not permitted.

Property of Kempsey-Crescent Head SLSC is not to be tampered with, modified, removed or altered.

8. INSURANCE –The Hirer acknowledges that :

a. The Hirer shall indemnify Kempsey-Crescent Head SLSC 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 the Hirer's use of the Premises and further acknowledges that the Hirer uses the Premises at their own risk in all respects.

b. The costs of repairs to any damage rendered to the building, fittings, fixtures, electrical equipment, furniture or interior decorations during the period of hire will be the responsibility of the Hirer.

9. PAYMENT OF DEPOSIT- To confirm a booking, a deposit equal to half the Hire Fee must be paid within 14 days of receiving the Rules of Hire Form and Acceptance of Terms and Conditions Form. Failing this, the booking date may be declared open. The balance owed (half of Hire Fee + Bond) must be paid **one month prior to the Function date** or as arranged with the Function Manager.

All payments can be paid either by:

Cheque to *The Secretary, Kempsey-Crescent Head SLSC, P.O. Box 91, KEMPSEY 2440* or

Electronic Funds Transfer to BSB 704-189

Account No. 00052384

Account Name Kempsey-Crescent Head SLS Account Inc Building Trading Account

Customer Reference- Hirer's Name

10. FUNCTION CANCELLATION- For all cancellations, refund is at the discretion of the Surf Club committee and the Function Manager.

11. CATERING PROCEDURES - Due to Safe Food Handling Practices, **professional caterers must be engaged for any hired Function with all cooking to be conducted within the Function Room kitchen.**

A levy of \$2:00 plus GST is charged per guest for use of kitchen.

This Document represents a legally binding contract between the Hirer and Kempsey-Crescent Head Surf Life Saving Club Inc.

Ross Foster Function Manager for K-CH SLSC Inc.