



apollo bay surf lifesaving club inc.

www.apollobayslsc.com.au

ABN 61 579 241 354

Contact Booking Officer: Darren Hill 0419 539 900

APPLICATION FOR HIRE OF CLUBROOMS - 2015 / 2016

Full name of applicant: _____

Name of organisation: _____

Postal address: _____

Telephone number of applicant: (H) _____ (M) _____

Email address of applicant: _____

Proposed date of hire: _____

Type of function: _____

Proposed arrival / Set up date and time: _____

Proposed departure / Pack up date and time: _____

Other Information: _____

Acknowledgement of Terms & Conditions of Clubhouse Hire (Clause 59 hirer – Whole Agreement)

All applicants must sign the following

I have received and read the accompanying Terms & Conditions of Clubhouse Hire and fully understand that they are applicable to the function that I propose to conduct at the venue and I agree to be bound by these terms & conditions.

Signature of applicant: _____ Date: _____

INTERNAL USE ONLY

Approved by: _____ Date: _____



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PAYMENT

1. Complete the Application for Hire of Clubrooms and email back to the Booking Officer
pwrboard@bigpond.com

2. Once the Application has been approved a bond of \$600 is payable.

Bond of \$600 payable to
Apollo Bay Surf Life SAVING Club
Bendigo Bank

BSB: 633 000 / Account Number: 1388 33777

Please reference: function name and date

3. All other charges in connection with the hiring shall be paid in full no later than 2 weeks prior to the booking.

REFUND

After your function, the club will be inspected and your bond will be refunded via EFT. Please advise us of your account details.

Bank: _____

Account Name: _____

BSB: _____ **Account Number:** _____

Office Use Only

BOND	Amount Due: \$	_____	Date Received: _____	Amount Received: \$	_____
FEE	Amount Due: \$	_____	Date Received: _____	Amount Received: \$	_____
REFUND	Amount Due: \$	_____	Date Received: _____	Amount Received: \$	_____

Date copy of Liquor Licence Received: _____ Liquor Licence Number: _____



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TERMS & CONDITIONS FOR HIRE OF CLUBROOMS

APPLICATION FOR USE

1. Application for use of any club facility shall be:
 - a. made on the form supplied by the Committee via the Booking Officer;
 - b. signed by a responsible adult ('the hirer');
 - c. lodged with the Booking Officer (include details of email and postal).
2. Prior to the function the Committee may request the hirer to supply a detailed function information plan of the occasion.

PERMISSION TO USE CLUB FACILITIES

3. Permission to use the facilities of the Club may be granted only by the President or his delegate.
4. It shall be at the discretion of the Committee to refuse any application; and notwithstanding that the facilities have been let and that these conditions have been agreed to and signed and the hiring and other charges paid, the President or his delegate shall, if they see fit, cancel any such letting and direct the return of all monies paid, and the hirer agrees to such cancellation, to have no claim at law or in equity for any loss or damage in consequence thereof.
5. Provided that all payments have been made, the Booking Officer shall arrange access to the Venue and the return of keys

HIRING CHARGES

6. Hiring charges shall consist of two parts:
 - a. Hiring fee
 - b. Security Bond
7. The security bond must be paid to secure the booking. This bond is only refundable if the club rooms are returned to the Booking Officer in the same condition that they were handed over.
8. All charges in connection with the hiring shall be paid in full no later than 2 weeks prior to the booking.
9. The Committee may amend charges at any time.

THE SECURITY BOND

10. An Applicant shall lodge a Bond to secure the booking.
11. For each Function the amount of the Bond shall be determined by the Club in its absolute discretion.
12. The Bond, less any deductions required to cover loss, damage, and or cleaning expenses, shall be refunded within 14 days of the conclusion of the Function.



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LIMIT OF HIRING

13. The hirer shall only be permitted the use of the part or parts of the building or grounds hired and to use only the equipment and furniture agreed to by the Committee
14. The hirer shall end all meeting or functions not later than the time agreed to at the booking and shall remove all decoration, litter, or property belonging to the hirer prior to the next day.
15. Apollo Bay S.L.S.C. does not have wheelchair access to main function area
16. The hirer shall comply with all requirements of the Health Act, Liquor Control Act, Local Government Act, or any other Act of Parliament of Victoria or any regulation made there under as shall be applicable in the circumstances and also any requirements of the Australian Performing Rights Association.
17. Sub-letting is not permitted.

LICENSED BAR FACILITIES

18. The Apollo Bay S.L.S.C has under its licence allows the use of the club to the Applicant or 'hirer' under a Temporary Limited Licence for the duration of the event.
19. The 'hirer' must supply a copy of the Licence to the Booking Officer no later than 14 days prior to the function.
 - a. The hirer can apply online for a temporary limited licence at www.vcglr.vic.gov.au click the 'liquor' tab and 'Apply for a Temporary Limited Licence'.
 - b. The cost will be \$56.80.
20. Maximum number of guests to be capped at one hundred and ten (110) as per Liquor Licensing Agreement.

DAMAGE

21. The floors, walls and any other part of the buildings or any fittings or furniture shall not be broken, pierced with nails or screws or in any such matter or in any other way damaged, and no notice, sign, advertisement or scenery or fittings of any kind shall be erected in the building or attached to or affixed to the walls, doors or any such portion of the buildings fittings or furniture without prior consent of the President or his delegate.
22. The hirer must protect the floors from stain or any other damage.
23. If any damage takes place to the Club buildings, grounds or equipment, the Committee's assessment of the damage shall be taken as final without the right of appeal and such amount shall be paid by the hirer immediately on request.
24. The hirer shall pay a security bond which may be used as security against damage, or for any such breach of this agreement by the hirer. This is to include unacceptable volume of noise or music and unacceptable personal behaviour. Midnight is the suggested time for music noise to cease.
25. The hirer hereby authorises the Security Bond to be applied in part payment of any amount assessed to Clause 21 hereof.



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CLAIMS

26. The hirer shall be solely responsible for any accident, damage or injury sustained by any person or persons using any part of the clubhouse during the term of the hiring notwithstanding that such injury may arise from any defect in the furniture, fittings, equipment, buildings or ground appurtenant thereto and the hirer agrees to indemnify the Committee against all claims and demands, costs or expenses arising out of, or in any way concerning any such accident, damage or injury.
27. Neither the Committee nor Members of the Club shall be liable for any loss or damage sustained by the hirer or any person, firm or corporation in respect of such article or thing.

BEHAVIOUR & NOISE

28. The hirer will guarantee that disorderly behaviour does not occur on Club property during the term of the hiring.
29. The hirer shall end all meeting or functions not later than the time agreed to at the booking and shall remove all decoration, litter, or property belonging to the hirer prior to the next day.
30. Noise must be kept within Environmental Protection Authority and Colac Otway Shire By-Law / Regulations.
31. No musical instrument, amplified sound equipment, or public address system is to be audible beyond the boundaries of the venue.
32. If complaints are received regarding excessive noise, the entire Bond shall be forfeited.

FURNITURE AND DECORATIONS

33. Approval of the Committee must be obtained to vary the arrangement of furniture or place decorations in the clubhouse.
34. The hirer shall leave all areas in a tidy condition, all fixtures and utensils in good order and condition, and shall have all rubbish and refuse immediately removed. If this is not done, the Committee shall arrange the cleaning or restoration of order and deduct the cost of doing so from the security bond.

GOOD ORDER

35. The hirer shall be responsible for the full observance of the conditions and for the maintenance and preservation of good order in the areas hired and in the approaches and surrounding areas thereto throughout the duration of the hiring. The hirer, when so directed by the Committee, arrange for Police attendance.
36. The hirer shall report to the Committee any damage that may occur.
37. Furniture and Equipment must be left in the position as found prior to the hiring or as arranged with the Committee.
38. Extra cleaning charges will be charged to the hirer.



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SMOKING IS PROHIBITED

39. Smoking **INSIDE** the Venue is prohibited at all times.
40. Hirers of the Venue are responsible to ensure their guests /members / invitees etc, do not smoke **INSIDE** the Venue

THEFT

41. The Club shall not be liable for any loss or damage incurred by the Hirer, their guests, members, invitees or any other person taking part in the Function.

INSTRUCTION AND FREE ACCESS

42. Members of the Club Committee shall be entitled to free access to any club facility during the hiring.
43. Any instructions given by any member of the club shall be obeyed.
44. During Patrol Season, patrol members may require limited access to the Radio Room in exceptional circumstances.

DISPUTES

45. In the event of any disputes:
 - a. Any condition read or found to be void will be severed and the remainder of this document stands.
 - b. All conditions must be addressed to the Secretary in writing within seven (7) days of the hiring.
 - c. Any concerns will be addressed in writing within seven (7) days of the next Committee Meeting of the Apollo Bay S.L.S.C.
 - d. The decision of the Committee shall be final.
 - e. The law that applies is that of the state of Victoria.

CLEANING

46. It is the responsibility of the applicant to clean the premises after the function by no later than midday the following day. The club must be returned in the same condition that it was received and to the satisfaction of the Booking Officer.
47. Where the Club is required to employ cleaners due to the Venue being left in an unsatisfactory state, the cost of such cleaning shall be deducted from the Bond.
48. Confetti is not permitted to be thrown in or around the Venue.
49. All rubbish is to be placed in garbage bags and removed to the special bins designated by the Booking Officer.
50. When crockery, cutlery or other utensils are used, they must be washed, dried and put away in the storage areas provided at the conclusion of the function.
51. Hirers are advised to bring cleaning utensils, detergents, tea towels, and tablecloths



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PUBLIC LIABILITY INSURANCE AND ASSET COVER

- 52. This clause is applicable to
 - a. incorporated bodies;
 - b. sporting organisations;
 - c. permanent hirers; and
 - d. associations; and such other persons as determined and notified by the Club from time to time.
- 53. The Hirer agrees to indemnify and keep indemnified and to hold harmless the Club, its servants, agents and each of them from and against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to the use of the Venue.
- 54. The Hirer shall hold or be covered by a current public liability insurance policy with an indemnity limit of not less than \$5,000,000.
- 55. The Hirer should ensure that it has appropriate insurance coverage for its own property, and the property of its members, staff, agents, invitees and licensees if applicable.
- 56. The Hirer must, at all times, take all such precautions as are necessary to protect the health and safety of the public and all persons entering the Venue.
- 57. Proof of the public liability insurance policy required by clause 8.3 of insurance in the form of a Certificate of Currency must be attached to the Contract of Hire and forms part of this agreement.
- 58. The Club may require the Hirer to provide a full copy of the relevant public liability insurance policy.

Sign the Acknowledgement of Public Liability Insurance and Asset Cover (first box) on your application form only if applicable under Clause 52.

WHOLE AGREEMENT

- 59. These Terms and Conditions and the Application Form, when completed to the satisfaction of the Club, constitute the entire agreement between the Hirer and the Club with respect to the Function described in the Application Form.

Approved by:

APOLLO BAY SURF LIFE SAVING CLUB COMMITTEE

Last Updated February 2015