

PAMBULA SURF LIFE SAVING CLUB

FUNCTION ROOMS/COMMUNITY CENTRE

GENERAL TERMS AND CONDITIONS OF HIRE

BOOKING.

THIS CAN BE ARRANGED IN PERSON OR BY CONTACTING THE RESPONSIBLE PERSON ON TELEPHONE - -

A VENUE INSPECTION CAN BE ARRANGED AT THIS TIME.

INSURANCE.

WHILST THE PSLSC HOLDS PUBLIC LIABILITY INSURANCE IN RESPECT TO THE PREMISES, THE HIRER ACKNOWLEDGES THAT THIS INSURANCE IS HELD ON BEHALF OF THE PSLSC ONLY AND WILL NOT PROVIDE ANY PROTECTION OR INSURANCE COVER TO THE HIRER, ITS GUESTS OR INVITEES IN THE EVENT OF WRONGFUL OR NEGLIGENT ACT OF THE HIRER, ITS GUESTS OR ITS INVITEES. THE PSLSC MAY REQUIRE THE HIRER TO EFFECT THE APPROPRIATE ADDITIONAL INSURANCE COVER TO PROTECT THE GUESTS OR INVITEES AND THE PSLSC FROM WRONGFUL OR NEGLIGENT ACTS BY THE HIRER, ITS INVITEES OR ITS GUESTS.

THE HIRER INDEMNIFIES THE PSLSC AGAINST ALL CLAIMS, DEMANDS, LIABILITY, COSTS, AND EXPENSES (INCLUDING FULL LEGAL COSTS) THE PSLSC MAY INCUR OR FOR WHICH THE PSLSC MAY BECOME LIABLE IN CONNECTION WITH THE HIRE THE SUBJECT TO THIS AGREEMENT, ARISING OUT OF OR AS A RESULT OF ANY NEGLIGENT OR WRONGFUL ACT OF THE HIRER, ITS GUESTS, INVITEES OR ASSOCIATED PERSONS. THIS WILL INCLUDE BUT

NOT LIMITED TO ANY DAMAGE TO ANY PROPERTY OR INJURY TO ANY PERSONS ENTERING THE PSLSC, THE PARKING GROUNDS OR FACILITIES AS A RESULT OF OR IN CONNECTION WITH THE USE OF THE PREMISES/FACILITIES/EQUIPMENT BY THE HIRER,ITS GUESTS,INVITEES AND ASSOCIATED PERSONS. THIS INDEMNITY SHALL INCLUDE BUT NOT BE LIMITED TO ANY CLAIM FOR DAMAGES FOR BREACH OF COPYRIGHT ARISING OUT OF PERFORMANCE OR BROADCASTING OF ANY COPYRIGHT MUSIC OR OTHER WORKS WITHOUT APPROPRIATE LICENCES.

USE OF FACILITIES.

ACCESS TO THE GROUND LEVEL OF THE BUILDING IS NOT PERMITTED. PREMISES HIRE ALLOWS ACCESS TO THE UPPER LEVEL INCLUDING USE OF KITCHEN FACILITIES, TABLES AND CHAIRS AND HYGIENE FACILITIES ONLY.

THE HIRER IS TO ENSURE THAT NOTHING IS PERMITTED WHICH IS DISORDERLY OR UNLAWFUL IN CONNECTION WITH THE USE OF THE PREMISES.

THE HIRER SHALL ,WHILE ON THE PREMISES, ABIDE BY THE DIRECTIVES OF THE PSLSC HOUSE COMMITTEE.

IN THE EVENT OF TWO FUNCTIONS BEING HELD SIMULTANEOUSLY ,DUE CARE AND CONSIDERATION MUST BE SHOWN TO THE OTHER HIRERS AND THEIR GUESTS.

NO SMOKING

SMOKING IS NOT PERMITTED WITHIN THE PREMISES IN ACCORDANCE WITH COUNCIL REGULATIONS,AND WITHIN 10 METRES OF THE BUILDING BOUNDARY WALLS,IN ACCORDANCE WITH BVSC REGULATIONS.

NOISE LEVEL.

MUSIC AND NOISE ARE TO BE RESTRICTED TO A REASONABLE LEVEL.FOR EVENING FUNCTIONS, ALL MUSIC AND NOISE MUST CEASE BY 10 PM

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.

NO LIVE BANDS ARE TO PERFORM WITHIN, OR IN THE VICINITY OF THE CLUBHOUSE WITHOUT PERMISSION.

CARE OF THE PREMISES

DECORATIONS MAY BE AFFIXED TO WALLS ONLY TO SET FIXTURE POINTS AS SHOWN BY THE COMMITTEE.

THE PREMISES AND THE FACILITIES MUST BE LEFT IN A REASONABLE , CLEAN AND TIDY CONDITION BY THE HIRER PRIOR TO VACATING THE PREMISES.

THE HIRER MUST ENSURE THAT ANY RUBBISH IN THE PREMISES HAS BEEN PLACED IN THE BINS PROVIDED ON THE GROUND FLOOR LEVEL.

ALL KITCHEN UTENSILS ARE TO BE THOROUGHLY CLEANED AFTER USE.

NO FIREWORKS , FLAMMABLE MATERIALS,CHEMICALS OR TOXIC MATERIALS ARE TO BE BROUGHT ONTO THE PREMISES.

THE HIRER WILL BE RESPONSIBLE FOR ANY EXPENSE IN CONNECTION WITH REPAIRS,BREAKAGES OR LOSS OF EQUIPMENT AND IMPROPER USE OF SAFETY EQUIPMENT AND/OR CLEANING WHICH MAY BECOME NECESSARY AS A CONSEQUENCE OF THE BOOKING.

PSLSC HOUSE COMMITTEE RESERVES THE RIGHT TO DETERMINE THE COST OF ANY DAMAGES AND/OR EXTRA CLEANING NECESSARY, ABOVE AND OUTSIDE WHAT IS NORMALLY EXPECTED FOLLOWING USAGE OF THE VENUE.

CHILDREN.

CHILDREN ON THE PREMISES SHALL BE SUPERVISED AT ALL TIMES BY A RESPONSIBLE ADULT.

BREACH OF AGREEMENT.

PSLSC RESERVES THE RIGHT , AT THEIR SOLE DISCRETION , TO REFUSE THE APPROVAL OF ANY APPLICATION OR TO CANCEL THE AGREEMENT AT ANY TIME FOR ANY BREACH OF THE CLUB'S POLICY AND PROCEDURES..

FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS POLICY WILL BE REGARDED AS A BREACH OF THE AGREEMENT, GIVING PSLSC THE RIGHT TO SUE FOR RECOVERY OF ANY DUE AMOUNT OR TO CANCEL ALL OR ANY SUCH FUTURE BOOKINGS.

CONFIRMATION OF THE BOOKING IS MADE WHEN PAYMENT AND A SIGNED HIRE AGREEMENT HAVE BEEN RECEIVED BY THE DUE DATE.

PAYMENTS AND CORRESPONDENCE.

ALL PAYMENTS INCLUDING DEPOSITS CAN BE MADE BY SENDING A CHEQUE PAYABLE TO PSLSC

AGREEMENT OF HIRE AND VACATING OF PREMISES.

THE HIRER AGREES NOT TO ENTER THE PREMISES PRIOR TO THE AGREED TIMES AND TO VACATE THE PREMISES AT THE TIMES SPECIFIED.

ACCEPTANCE OF TERMS AND CONDITIONS

I/WE ,THE UNDERSIGNED,HEREBY ACKNOWLEDGE THAT I/WE HAVE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE TO ALL CONDITIONS CONTAINED THEREIN,

NAME/S OF AUTHORISED PERSON/S.....

ADDRESS

PHONE: HOME MOBILE

EMAIL

FUNCTION TYPE

DATE OF FUNCTION APPROXIMATE NO. OF GUESTS.....

COMMENCEMENT TIME OF HIRE FINISH TIME (AFTER CLEANUP)

COMMENTS

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SIGNATURE/S..... DATE

OFFICE USE ONLY

DEPOSIT PAID ... DATE.....

BALANCE OF FEES PAID... DATE

BOND PAID... DATE.....