

Secret Harbour Surf Lifesaving Club

Terms and Conditions of Hire - Casual



1.0 Basis of hire and use

- 1.1 The hirer may only use the venue for the purposes and rooms shown on the completed venue hire application form. Only the specific room(s) booked may be used and only for the day(s) and time(s) confirmed. Any time required for setting up the venue or for cleaning up at the end of your event must be included in the period booked. The venue must be vacated by the time stated in the venue hire application form. Secret Harbour Surf Lifesaving Club (SHSLSC) have a closing time of midnight, with no exception.
- 1.2 Applicants must be 18 years or older.
- 1.3 At the time of booking all hirers must sign and return a completed venue hire application form to the Functions Coordinator. No tentative bookings will be accepted.
- 1.4 Bookings are for a minimum of one hour and half-hour blocks thereafter. If the agreed booking time is exceeded, additional hire fees payable will be deducted from the bond.
- 1.5 Special conditions may be imposed for some types of events at the discretion of the SHSLSC or City of Rockingham (COR). These may include the requirement to obtain permits, licences or approvals relevant to the booking.
- 1.6 The stated maximum capacity of the club in accordance with the COR (400 people) must not be exceeded at any time.
- 1.7 As a licensed venue no alcohol is permitted to be brought onto the premises by the hall hirer or guests. The club bar and its usage is booked as part of the hire process.
- 1.8 If you would like to serve alcohol at your event, the hirer can become a member of the SHSLSC if they plan on buying all their guests drinks. An application for associate membership must be completed and lodged with the application for venue hire. Alternatively a special licence must be obtained for the event at the hirer's expense to allow alcohol to be served to non-members, in order to comply with WA liquor licensing laws
- 1.9 The club cannot be hired for 16th to 21st birthday parties.
- 1.10 For any paid event after 7pm, SHSLSC may employ one security guard to be present at the door of the club, if deemed necessary by the Function Coordinator or the Board of Management (BOM), from 7pm until the end time that the venue hirer has stated on the application form. Please note charges for security will be added to the hirers invoice and must be paid one month prior to the event.

2.0 Payment of bond and hire fees (including GST)

- 2.1 A booking will only be deemed confirmed upon receipt of full deposit/bond which will be set dependant on the level of risk to the club and its facilities and a signed venue hire application form plus an application for associate membership (if required).
- 2.2 Access to the venue will not be allowed unless all fees are paid in full and all booking conditions are met.



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2.3 The fees are to be paid in full 30 days prior to the booking.

2.4 Hire fees are subject to change at any time through endorsement by SHSLSC BOM. Any hire fee increase will apply to bookings unconfirmed where a deposit has not been paid. Non-payment of hire fees will lead to the cancellation of booking(s).

3.0 Refund of Bond

3.1 The bond will be refunded by electronic transfer, usually within two weeks from the date of the facility hire.

3.2 The bond will only be refunded to the individual / company that made the original bond payment, otherwise written confirmation will be required from the original payee.

3.3 The following fees and charges may be deducted from the bond.

- Additional facility hire time
- Repairs to the hired facility/equipment/surrounds
- Additional cleaning/decoration removal
- Additional Function Coordinator call out
- Security call-out fees
- Re-keying of the facility

4.0 Cancellation of booking by hirer

4.1 Cancellation of a booking must be made in writing to the club.

4.2 Cancellations are subject to the following fees:

- Between 6 - 3 months of the event 25% of the agreed venue hire cost is payable
- Between 3 - 1 month of the event 50% of the agreed venue hire cost is payable
- Under 1 month of the event 100% of the agreed venue hire cost is payable.

5.0 Cancellation of booking by the SHSLSC

5.1 All bookings for hire of space at the club are at the discretion of the SHSLSC, and from time to time may need to be cancelled or reschedule to allow alternative use of the facility or to undertake maintenance on the facility. In this instance, every effort will be made to ensure the hirer is given at least 28 days notification to make alternative arrangements.

5.2 SHSLSC takes no responsibility for inclement weather and reserves the right to cancel an event in the unlikely occurrence an extreme weather warning is implemented which impacts SHSLSC. In the situation SHSLSC cancels the event due to weather events beyond their reasonable control, all monies will be refunded in full to the client. Should the client wish to cancel an event due to weather issues not assessed as severe by SHSLSC management, the client forfeits all amounts paid or owing in accordance with the cancellation terms.



6.0 Indemnity and Insurance

6.1 The hirer is liable for all property damage and personal injury or death to third parties arising out of negligent acts or omissions by the hirer. As such the hirer shall indemnify SHSLSC and the COR against:

- Loss or damage to the property of the SHSLSC or the COR, including existing property
- Claims by any person against SHSLSC or the COR arising out of or as a consequence of the actions of the hirer.

6.2 The SHSLSC and the COR will not accept liability for any damage, theft or loss of items belonging to or the responsibility of the hirer or their invitees, unless the damage or loss is determined to be the result of the SHSLSC or COR's negligence.

6.3 Casual hirers will automatically be covered by the SHSLSC Casual Hirer's Liability Insurance against claims of negligence or omissions for third party property damage or third party injury or death resulting from the hirer's use of the hired facility. Cover is limited to \$10,000,000 and the hirer is liable for the \$500 excess. A casual hirer means any person or group of people (not being a sporting body, club, association, corporation or incorporated body) who hires the facility for non-commercial or non-profit making purposes.

6.4 All other hirers are required to provide evidence of public liability insurance which covers the hirer's activity for the duration of the hire.

6.5 The SHSLSC's Casual Hirers Liability Insurance excludes, but is not limited to, the following:

- Employer's liability
- Property in the casual hirer's physical care, custody or control. This exclusion shall not apply to the premises
- Personal injury or property damage arising out of the ownership, maintenance or operation of any registered vehicle, aircraft or watercraft
- Fines and penalties
- Personal injury or property damage caused by or arising directly or indirectly out of or in connection with assault and battery committed by the casual hirer or at the casual hirer's direction unless reasonably necessary for the protection of persons or property
- Liability for loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with an act of terrorism.

6.6 The SHSLSC must be notified in writing as soon as possible of every event involving personal injury or property damage which may result in a claim under this cover.

7.0 Cleaning

7.1 The facility will be inspected by the Function Coordinator (or representative) at the commencement and conclusion of the hire period. Wherever possible this will be done with the hirer but when not possible both parties will complete and sign the form at the first available opportunity.

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- 7.2 The hirer is expected to clean the venue by completion of the booking period. It must be left in a clean and tidy condition, floors swept, mop any spillage, rubbish removed, any food and drink removed from the fridges, wipe and stack tables. A cleaning inspection checklist will be provided to the hirer.
- 7.3 All furniture and equipment hired as part of the venue hire through SHSLSC may not be removed from the premises at any time.
- 7.4 Furniture or equipment required other than that already provided must be supplied by the hirer at the hirer's expense and shall be the liability of the hirer.

8.0 Equipment

- 8.1 The setting up, stacking and storage of tables, chairs and other equipment is the responsibility of the hirer. For safety reasons, tables and chairs must be stacked as per instructions located in the storage room. Chairs and tables must be returned to the allocated storage area at the end of the hire period. If you have employed the services of pack up or pack down staff through SHSLSC, please note all the cleaning requirements as per 7.2 will still apply.
- 8.2 Furniture and equipment remains the property of SHSLSC and may not be removed from the facility at any time.
- 8.3 All furniture and equipment will be inspected by the Function Coordinator (or representative) at the completion of the booking period. Should any damage be caused as a result of the hire, the cost of repair of the damage will be deducted from the bond as per section 3.3.
- 8.4 Should the hirer require furniture or equipment in addition to that which is already provided, it must be supplied by the hirer at the hirer's expense and shall be the liability of the hirer.
- 8.5 All electrical equipment brought into the facility must be in a safe, working condition, tested and tagged by an electrician to ensure electrical compliance.
- 8.6 Servery facilities support re-heating only and do not support full meal preparation. It is for the express purpose of food preparation and distribution and the serving of food, coffee, tea and soft drinks and is not to be used for any other purpose.

9.0 Deliveries and collection

- 9.1 Deliveries and collections of any furniture and equipment must be made within the agreed venue hire times. The club does not take responsibility for accepting any deliveries on behalf of the hirer or their contracting companies.
- 9.2 Any deliveries and collection times required outside of the agreed venue hire time must be approved by SHSLSC at least 4 weeks prior to the event. Please note deliveries, collections and or extra set up of the room required outside the agreed venue hire times may incur additional fees.



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10.0 Other obligations

- 10.1 Prohibited items: Barbecues, gas bottles, open flames, candles, portable stoves or ovens, fireworks, kerosene or spirit-type lamps, spit roasts must not be used within the premises. Candles may only be used if placed on a table and secured in a glass (or similar) holder.
- 10.2 No fire of any type may be lit in the surrounding grounds of the club without the approval of the COR.
- 10.3 Confetti, rice, glitter or glitter shapes are NOT permitted within the club or its surroundings.
- 10.4 Due to the proximity of SHSLSC to beach/sandpits/ovals/parks and greens, hirers are not permitted to use glass outside the building.
- 10.5 SHSLSC Function Coordinator, Bar Manager or a Member of the BOM may at any time in its absolute discretion refuse admission of any person(s) to the hired venue or direct any person(s) to leave the hired venue.
- 10.6 Signs may not be displayed or affixed except with the permission of the club. Any non-complying sign or notice may be removed and cost of removal deducted from the bond as per section 3.3.
- 10.7 Drawing pins, nails, screws or adhesive tape must not be used to affix decorations. All decorations are to be completely removed after the event. If any items remain, the cost of removal may be deducted from the bond as per section 3.3.
- 10.8 The hirer is responsible for obtaining any permits required for the performance of any dramatic or musical work or the playing of any recorded material.
- 10.9 The Hirer is responsible for any breakages, theft or damage caused to the venue or supplied equipment resulting from the hirer's use of the hired venue. Should such an incident occur, the SHSLSC must be advised immediately. Associated costs will be charged as per section 3.3.
- 10.10 Neither the SHSLC, the COR or their respective employees shall be liable for any loss, theft or damage sustained by the hirer or any person associated with the booking.
- 10.11 Amplified music and general noise levels must be kept at a reasonable level that will not disturb people living near the venue. The Hirer must comply with the provisions of the Environmental Protection (Noise) Regulations 1997 and comply with any orders given by the SHSLSC or COR Noise Abatement Officers.
- 10.12 External suppliers for catering, theming, entertainment or other, hired by the event organiser must be advised to SHSLSC at least 4 weeks prior to the event.

11.0 Smoking

- 11.0 No smoking or vaping is permitted within the club or within seven (7) meters of the premises. It is the responsibility of the hirer to ensure the non-smoking conditions are met.



12 Supervision of Minors

- 12.1 Children under the age of 18 are not allowed to enter the servery, tea preparation or bar areas.
- 12.2 Children under the age of 15 are to be supervised by an adult on the sundeck at ALL TIMES.
- 12.3 It is the responsibility of the parent to ensure children are adhering to the club code of conduct and not disrupting any other club users or behaving in an anti-social manner. The SHSLSC reserve the right to ask peoples to leave if these conditions are not met.

13 High risk bookings

- 13.1 Occasionally the City may deem a booking to be “high risk” which requires additional security arrangements.
- 13.2 High risk bookings will be required to have a minimum of two licensed security providers on site at all times during the booking and must remain on site until all guests have departed at the conclusion of the booking. The hirer must provide a copy of the public liability insurance policy of the security provider along with an invoice for payment. The SHSLSC may deem that more than two licensed security providers are on site. The hirer will be responsible for all costs associated with the hire of licensed security providers.
- 13.3 A WA Police Party Registration Form must be submitted to Mandurah Police Station using their online form.

14 Access arrangements

- 14.1 The SHSLSC Function Coordinator (or representative) will meet the hirer at the facility at the commencement of the hire period and at the completion of the hire period, unless alternative arrangements are made for key provision. Should the Function Coordinator (or representative) be required to attend the facility at any other time during the booking a call out fee will apply as per the SHSLSC Schedule of Fees and Charges and will be deducted from the bond as per section 3.3.
- 14.2 Hirers are required to contact the SHSLSC no less than three days prior to the date of the booking on the phone number provided in the correspondence regarding the booking.

15.0 Breach of conditions

- 15.1 If the client is found to be in breach of any of the above conditions, fees and charges may be deducted from the bond.