

POINT LEO BOAT CLUB INC.

CLUBHOUSE HIRE

Hire of the Club can be by a Club member and for personal functions only and is subject to acceptance in writing by the Committee of Management. No formal arrangements should be made until you have received this acceptance.

It is Club policy that the Club is not available for use nor for hire for commercial nor "for profit" events.

The Club is not available for hire from 1 December to 31 January inclusive nor over the Easter weekend nor public holidays nor public holiday weekends nor the eves leading in to any of those dates.

The cost of hiring the Club is as follows:

- For all functions there is a refundable bond of \$500; and
- For functions of less than 40 people (including children), the hire charge is \$200; or
- For functions of 40 people or more, the hire charge is:
 - o \$750 for the months of October, November, February, March and April; or
 - o \$500 for the months of May, June, July, August, September

To apply to hire the club, please send to the Secretary a signed copy of these Terms of Hire at least six weeks prior to the date of the function either via email to admin@pointleoboatclub.com.au or via post to **The Secretary, PLBC, P.O. Box 393 Shoreham 3916.**

The applicable hire charge, plus the bond, is payable 21 days prior to the date of the function to "**Point Leo Boat Club**" via funds transfer to NAB, BSB: 083170 and Account Number: 644961261. The bond will be refunded to the hirer if the following conditions of hire are met, and there is no disturbance to the Foreshore Reserve and no damage to the property, facilities or equipment of the Club.

It should be remembered at all times that the Club is located in an environmentally sensitive Foreshore Reserve and that campers and residents are entitled to the quiet and peaceful atmosphere the Reserve provides, particularly when guests are leaving late at night.

The Committee of Management may decide in its sole discretion to cancel the event or limit numbers at any time due to unforeseen or unusual circumstances such as COVID-19 or bushfires. See condition 15 below concerning refunds in general.

CONDITIONS OF HIRE

1. The hirer of the Club shall be a member of Point Leo Boat Club and responsible for the orderly conduct of guests and shall ensure there is no unreasonable noise or disturbance to campers and residents of the Foreshore Reserve and that there is no littering.
2. The hirer shall be personally liable for any damage suffered by or to the Club.
3. The Club including the hall, kitchen and toilets are to be left clean, floors are to be swept and all chairs and tables to be returned to their original position. If additional cleaning is required the hirer will be responsible for these costs.
4. All rubbish and empty bottles are to be removed.
5. If alcohol is to be available, the hirer must ensure that it complies with all laws including obtaining an appropriate liquor licensing permit (providing a copy to the Committee of Management if requested) and ensuring the responsible service of alcohol. No 'keg' drinks are permitted and no alcohol is to be consumed after midnight or outside the top floor of the Club.

6. Hire of the Club includes only the top floor of the Club premises. The hirer shall ensure that attendees do not access the boat storage areas. The hirer cannot prevent other members accessing the building.
7. The Club premises including the deck area is not designed for large groups of people particularly if dancing is involved. The maximum agreed number of attendees must be strictly enforced and must in no circumstances exceed 120.
8. The Club is to be vacated and secured by no later than 1.00 a.m. with all lights switched off and outer doors locked.
9. The Point Leo Boat Club Inc. accepts no liability for any loss, damage or personal injury arising howsoever out of the use or hire of the Club Premises.
10. Functions whose focus is persons under 25 years of age are not permitted.
11. The hirer will be responsible for compliance with all food handling laws.
12. The hirer must take out public liability insurance and upon request provide a copy evidencing such insurance to the Committee of Management.
13. Candles, additional heaters and smoke machines cannot be used without written permission of the Committee of Management.
14. No smoking is permitted except on the deck area and only then on the proviso that butts will be appropriately disposed of.
15. If the Club becomes unavailable or unusable for any reason beyond the reasonable control of the Committee, the hirer's sole remedy will be the refund of the hire fee.

SPECIAL CONDITIONS (IF ANY)

DETAILS OF THE FUNCTION

Date of Booking: _____ Date of Function: _____

Description of the function: _____

_____ Maximum number of people attending (not > 120): _____

Will there be music (if so provide details): _____

Will alcohol be served?: _____

Hirer's Name: _____ Hirer's Telephone: _____

Hirer's Address and email: _____

Declaration: I declare that all of the details in this application are true and correct. I acknowledge and accept the above conditions of hire and understand that as hirer, I am personally responsible for ensuring compliance with these conditions.

I hereby release and indemnify and agree to keep indemnified the Point Leo Boat Club Inc. and the Committee of Management and members from and against all actions, costs, claims, damages and loss arising out of use or hire of the Club including (without limitation) personal injury, death or property damage.

Hirer's Signature: _____

Name and signature of witness: _____

The Committee of Management may accept or reject this application in their absolute discretion or may require further information be provided or impose special conditions before accepting the application.