

# The Entrance Surf Life Saving Club Inc

ABN 53 889 580 102



**P.O. Box 40**  
**The Entrance 2261**

## Conditions of Hall Hire

Hire fees shall be in line with fees listed below. Cost variations may apply depending on longevity of rental. The management committee must agree upon any variations to price.

- Community groups - Monday to Thursday - Hourly rate of \$132.00 per hour (GST inclusive). Minimum rental of 3 hours.
- Additional hours - \$55.00 per hour (GST inclusive).
- Functions - Every night including Friday, Saturday and Sunday nights - \$1,100.00 per night (GST inclusive)
- Additional night discount – Function organizers requiring access to the hall on the day prior to the function can take advantage of our 25% discount on the second days hire eg: total cost of hire from 5pm on Friday to midnight on Saturday, \$1925.00 (GST inclusive).

Hire commences 9.00am on day of hire for full day hire (or 5pm the day before if taking up our discount offer).

A Bond of \$1,000 shall apply to all hires, which will be forfeited in part or full if the premises is damaged in any way or the premises is not left tidy and/or complaints arise. (This includes tables stacked and decorations and personal belongings removed). The cleaning fee (\$150.00) will be taken from the Bond.

All Hire fees and the Bond must be paid in full two weeks prior to the function and can be paid via the post by cheque, direct deposit. Cash is not accepted. Payment can be made by cheque and sent to P.O. Box 40 The Entrance NSW 2261 or via Bank Transfer to BSB: 032 525 A/c No.: 213 179 (please put surname and/or function date as reference)

**NOTE - Decorations are NOT to be pinned, taped or nailed to ANY walls, beams or ceiling.**

- **Confetti and/or rice is NOT to be used and will incur EXTRA cleaning fees**

- (a) The Entrance Surf Life Saving Club Members Rates will be at the discretion of the executive.
- (b) Curfew will be 12midnight. **Bar Service and Music will cease** at 11.30pm
- (c) Noise Levels to be kept to a minimum. ( Front door to be kept closed )
- (d) **NO ALCOHOL** is to be consumed outside premises. If this rules is breached, staff can refuse re-entry to the premises of the breachee. If continued or multiple breach of this rule, staff can cease function. If any alcohol is brought **onto the premises** with the intention of consumption by the hirer or their guests, the function will be immediately shut down and the bond will be forfeited. The clubhouse is a **smoke free** environment.
- (e) Limit for hall hire is 150 guests.
- (f) Hall hire alone allows access to hall, kitchen, tables and chairs and hygiene facilities only. Downstairs Club House is not included in the hire agreement. **Toilet paper and hand towels** are provided.
- (g) The **hirer** will be responsible for any damages incurred to the club during the function.
- (h) The general area outside the club premises is also the responsibility of the hirer and all bottles, cigarette butts (we suggest a sand tray) and rubbish is to be collected.
- (i) Your lease will end at precisely the time agreed to and the hall vacated so that the leasee subsequent to you may have full access to the hall
- (j) The club reserves the right to have a minimum of three club members in attendance for bar purposes. The cost of the staff is included in the hire price for the first 5 hours and after that an additional \$25.00 per hour per staff member will be payable.
- (k) A receipt will be issued for all monies received.
- (l) All information provided on this application document has been given freely and is accurate, truthful and frank. It is acknowledged that failure to supply accurate, truthful and frank information in this application will render the contract void and any monies paid will be forfeited.
- (m) Function organised by person/s or organisations that act or are known to act outside of the general community good and or public interest, if the function attracts adverse attention from police, council rangers, fire brigade or any other social control agency, or if a breach of any laws, by-laws or regulations during the course of the function occurs, the letting contract will be considered void and the function will be terminated immediately and all bond and/or guarantees forfeited. Patrons at the function will be asked to leave immediately.
- (n) Payment in full will be made no later than two weeks prior to agreement date. If full payment is not received by set date the club will void the agreement and the leasee will forfeit the bond. **Deposit will be \$400** and is not refundable if cancellation occurs within 3 months of function date. **No agreement is made until deposit taken.**
- (o) All bond moneys and/or guarantees will be held for a period of (7) seven working days after the function to ensure no adverse attention from social control agencies has arisen and that no damage or theft of surf club property has occurred and the premises are left in a clean and tidy condition and key returned. The bond and/or guarantees will be forwarded by the management committee of The Entrance Surf Life Saving Club Inc. in the form of a not negotiable cheque to the nominated hirer of the hall at the address provided on the application document or by direct bank deposited to the account nominated below.

**The Entrance Surf Life Saving Club Incorporated has adopted the following house policy which provides a framework for the responsible service of alcohol**

1. **PROOF OF AGE REQUIRED TO PREVENT UNDERAGE ACCESS AND DRINKING.**
2. **PERSONS WHO ARE INTOXICATED WILL BE REFUSED ADMISSION TO THE PREMISES.**
3. **WE WILL DISPLAY AND REFER TO INTOXICATION SIGNS IN ORDER TO SUPPORT OUR RESPONSIBLE ATTITUDE AND MEET THE REQUIREMENTS OF LEGISLATION.**
4. **ANY PATRON IN THE ENTRANCE SURF LIFE SAVING CLUB HALL WILL BE DENIED SERVICE IF THEY ARE CONSIDERED TO BE INTOXICATED**
5. **WE WILL EDUCATE STAFF TO ENSURE THAT THEY UNDERSTAND THE IMPLICATIONS AND ABIDE BY OUR RESPONSIBLE SERVICE OF ALCOHOL POLICY**
6. **WE WILL SUPPORT AND ACTIVELY PROMOTE INITIATIVES TO MINIMISE DRINK DRIVING IN ORDER TO SAFEGUARD THE WELLBEING OF OUR PATRONS AND THE COMMUNITY. THE HIRER OF THE HALL SHALL INDEMNIFY AND KEEP INDEMNIFIED THE ENTRANCE SURF LIFE SAVING CLUB INC FROM AND AGAINST ALL ACTIONS, DAMAGE OF ANY NATURE WHATSOEVER, INCLUDING LOSS OF LIFE, PERSONAL INJURY AND DAMAGE TO PROPERTY, INCLUDING DAMAGE TO THE HALL, ARISING OUT OF THE HIRE OR USE OF THE HALL BY THE HIRER OF THE HALL.**
7. **THE SIGNATURE OF THE HALL HIRER IS RECOGNITION THAT THE APPLICATION AND THE INFORMATION CONTAINED WITHIN THE APPLICATION RELATIVE TO THE HIRE OF THE SURF CLUB HALL AND THE CONDITIONS OF HIRE HAVE BEEN READ, UNDERSTOOD AND ACCEPTED IN FULL**

Date of Hire: \_\_\_/\_\_\_/\_\_\_

Deposit Paid: \_\_\_/\_\_\_/\_\_\_ \$ \_\_\_\_\_ Receipt # \_\_\_\_\_ Balance of Hire & Bond Paid: \_\_\_/\_\_\_/\_\_\_ \$ \_\_\_\_\_ Receipt # \_\_\_\_\_

I \_\_\_\_\_ the undersigned take full responsibility for applying the hiring conditions.

Signed \_\_\_\_\_ Date \_\_\_\_\_ Telephone 1 \_\_\_\_\_

Address \_\_\_\_\_ Telephone 2 \_\_\_\_\_

Bank details (for refund of Bond): BSB \_\_\_\_\_ Account Number: \_\_\_\_\_ (not mandatory)

# GENERAL TERMS OF LEASE

In these Terms, unless the context otherwise requires:

"us" or "we" means **The Entrance Surf Life Saving Club Incorporated** and "our" has a corresponding meaning.

"you" means the Lessee or proposed lessee or lessee of any goods from us, and "your" has a corresponding meaning.

"goods" shall mean any goods offered, leased or supplied by us.

## 1. General

Unless otherwise agreed in writing by us, any agreement for the lease or supply of any goods by us shall be subject to and shall incorporate our terms of lease effective at the time the agreement is made, to the exclusion of any terms or conditions stipulated in any manner by you whether at the time of entering the lease, at the time of accepting the lease for any goods or accepting any goods, or otherwise.

## 2. Formation of Contract

An agreement for the lease of premises between us and you shall not come into existence if an order placed by you for the premises is not accepted by us. Any lease for the premises must be accompanied by sufficient information to enable us to proceed with the lease

## 3. Description.

Any description of the lease contained overleaf or in any other document is provided by way of identification only and the use of that description shall not constitute a description under any contract of lease by description. Any description of the premises in any brochure, document or other sales literature used by us may be approximate and is for general information only and shall not form part of any agreement between us and you.

Any performance figures given by us are based on its experience but we shall have no liability if those figures are not obtained, unless they are specifically guaranteed in writing by us.

## 4. Offers, Quotations and Tenders.

Any offers, quotations and tenders by us will be open for acceptance for not more than 30 days **from the date** of issue, unless otherwise specified in writing by us and subject to our right to withdraw offers, quotations and tenders early notwithstanding that the offer, quotation or tender does not state this right elsewhere.

All prices contained in any offer, quotation or tender are subject to alteration by us without notice, unless otherwise specified in writing by us.

## 5. Prices

The prices for the lease to you shall be as stated in a valid and current quotation from us (subject to paragraph 4), or if none, in our price list current on the date or dates that we receive your order. GST is not included in the total price unless a product is exempt from GST. Any other applicable taxes are not included in prices offered or quoted or in price lists but will be separately charged to you, unless not applicable. Should we incur expenses in supplying the goods which are not anticipated or provided for in our offer, quotation or price list, owing to any circumstances whatsoever beyond our reasonable control, those additional expenses shall be added to the price and must be paid by you accordingly.

## 6. Payment

Subject to the following provisions of this paragraph, all payments must be made strictly net cash on signature of the lease. Time shall be of the essence. We may elect to allow you credit if you provide us with any information we require from time to time. Where credit is allowed, the maximum period of credit on any lease is 30 days after the date of the invoice for that lease.

Notwithstanding any granting of credit, we reserve the right at any time to withdraw credit or to require payment earlier than the time allowed in any credit arrangement or require cash on delivery.

You may not set-off any amount you claim from us against any amount you owe us.

If you fail to make full payment by the due date, without prejudice to our other rights, we shall be entitled to:

- (a) charge you interest on any outstanding amount (before and after any judgment) at an annual rate of 5% above the highest overdraft rate from time to time charged by Macquarie Bank, accruing daily from the date the amount became due to the date of payment and shall be payable on demand, and
- (b) suspend or discontinue further performance under any contract with you, and
- (c) claim from you all the costs and expenses incurred in seeking to collect payment from you or otherwise enforcing our agreement with you.

We shall have no liability to you arising out of or in connection with any suspended or discontinued lease. You shall be liable to us for any loss (including loss of profit) suffered by reason of your failure to pay any amount.

## 7. Delivery

We will deliver the keys at our clubhouse. If we arrange freight to you, you must pay our charges on account of freight, unless otherwise agreed. Any delivery dates or periods stated, quoted or agreed by us shall be approximate or estimates only and shall only run from receipt by us of a written order complete with all information necessary to enable us to perform. We shall not be liable for any consequences of any delays.

## 8. Force Majeure

We shall not be liable in respect of any loss or damage arising from any delayed performance or non-performance occasioned by any acts of God, floods, storms, fire, strikes, combination of workmen, industrial action, lockouts, mechanical breakdowns, difficulty in procuring suitable materials or articles or substances required in the manufacture of the goods, shortage of stocks, lack of shortage of labour, delays in transportation or in transit, governmental or legal prohibitions or restrictions, armed hostility, civil commotion or other impediments whatsoever (whether similar in nature to the foregoing or not) reasonably beyond our control. You shall not be relieved from accepting the lease notwithstanding any delay.

## 9. Risk

All risk in relation to the lease shall pass to you and will be borne by you from the earlier of the time that the keys are placed at the disposal of you at our premises. This shall apply even if we agree at any time to transport or deliver the keys (or arrange for same) to you at any other place.

## 10. Property

10.1 We shall remain the sole and absolute owner of the premises until the price for the lease has been received in full by us from you.

10.2 Until we have received the price for the lease and all other goods in the same lease:

- (a) you shall be bailee of the premises for us and shall at your own expense take due care of the premises
- (b) we shall have the right at any time to enter the premises and inspect and manage the premises;
- (c) you shall not sell or dispose of any of the goods or any interest in the premises

10.3 If we consent in writing to the sale or disposal or if any sale or disposal is made in breach of paragraph 10.2 and notwithstanding such breach:

- (a) you shall inform any person to whom you propose to sell or dispose of the lease or any interest in the lease (the Acquirer) of our interest.
- (b) any sale or disposal shall be made as agent (including as agent exceeding its authority, where appropriate) of us;
- (c) you shall ensure that the terms of the sale or disposal to the Acquirer includes a term which is identical to this paragraph 10 except that references to "us" shall be references to The Entrance Surf Life Saving Club Inc and references to "you" shall be references to the Acquirer,
- (d) notwithstanding that payment of the price for the lease would not otherwise have been due by you, you shall be immediately obliged to pay the price for the lease to us immediately you receive any payment from the Acquirer;
- (e) you shall hold all your rights against the Acquirer and any proceeds you receive in trust for us;
- (f) you agree that we shall be entitled to trace all and any proceeds arising from any sale or disposal of the lease until you pay the full price for the lease to us; and
- (g) you shall at our request assign your claims against the Acquirer and agrees irrevocably to appoint us and each of our officers as your attorney to give effect to and complete that assignment.

10.4 Until the price for the lease has been received by us in full from you, you shall act at all times in a fiduciary capacity of the utmost good faith toward us.

## 11. Contact Details

Telephone contact to arrange hire will be through the clubs contact – Warren Evrard on **0468 996 448**. All lease agreements and payments will be addressed to the clubs PO Box as shown on the first page of this document or via direct deposit to BSB: **032 525 A/C No: 213179** (Please use surname or function date as reference)