



Venue Hire Terms and Conditions

Please read this form carefully when booking your function date. The Venue Hire booking form must be signed in agreement with the Terms & Conditions below.

BOOKINGS

The Hirer shall not use the venue for any purpose other than the 'Approved Purpose' specified on Venue Hire Form or risk event/function be closed.

Club is a non-smoking venue. Smoking is not permitted 5m from entrance.

All areas hired, including the toilets, BBQ area and lawn area must be left in a clean and tidy condition. Should additional cleaning be required (above that which is normally done), the cost of this additional cleaning will be deducted from the Hirer's Bond.

Tentative Booking: Tentative bookings will be held for a period of 7 days, after which the date will be automatically cancelled unless an extension is requested.

Confirmation of Booking: A signed copy of the Venue Hire Booking form together with your deposit of Room hire is needed to secure your booking. Confirmation cannot be assumed until Venue Hire Booking form and credit card security form has been signed and received.

1. Fourteen (14) days before the booking date, please confirm set-up, Club access, catering and bar arrangements with the Club.

Cancellations: ALL cancellations must be received in writing for a deposit to be refunded. Refunds will be less an Administration fee of \$100. OR

1. Cancellation of the booking more than 21 days prior to the booking: Cancellation fee \$100.
2. Cancellation of the booking 21 days or less prior to the booking: Cancellation fee 50% of total venue hire fee or the Bond, whichever is the lesser amount.
3. Cancellation of the booking 7 days or less prior to the booking: Cancellation fee 100% of total venue hire fee or the Bond, whichever is the lesser amount.

Geographe Bay Yacht Club (GBYC) reserves the right to cancel any agreement for hiring a function area. Such actions will only be taken in the event of extreme necessity. Notice of cancellation will be given as soon as possible and any paid hire fee will be refunded. The Club reserves the right to cancel any event or function if the club believe that a specific event/function will affect the smooth running the Club's business, it's security or reputation.

DAMAGES

- Organiser/Hirer must leave the venue as they find it or a pack down fee may be applied after the event.
- Staff are not responsible for setting up or packing down the venue.
- The Club is not responsible for storage of materials or items for your event and is subject to availability of space and must be requested. The club will take all necessary care but accepts no responsibility for damage or loss of equipment or materials left at the club during or after event.
- The GBYC does not accept responsibility for damage or loss of any customer or guest's property at any time during or after the function.
- We recommend organisers arrange their own insurance. Organisers are financially responsible for any damage to fittings, property or equipment by guests, customers, or outside contractors during or after your function
- The organiser/hirer will indemnify the City of Busselton against any claim, loss or expense which may be made or arise because of the hire of the venue and the function/event.
- It is an express condition of this Agreement that the Club shall not accept liability for any damage, illness, or injury caused or found to be caused to any person or property because of acts of omissions of the Hirer, or guests or invitees or persons under their control.
- The Hirer shall, if it is a requirement of the Approved Purpose, at its expense, effect and keep in force for the Hire Period a public risk policy of insurance acceptable to the Club in respect of the Venue and the Approved Purpose for an amount not less than the amount specified in this Agreement.
- Damages to the Club facilities, furnishings or fittings will be charged to the hirer.
- For prompt resolution and recognition all concerns must be raised with the Function Manager or Duty Manager during the event
- It is the Hirer's responsibility to ensure that the Venue is kept safe, secure, and protected against theft (where appropriate) and all doors, windows and other openings are locked or securely shut at the end of the Hire Period.

- The Hirer shall not do or suffer anything to be done whereby any policy of insurance in respect of the Venue may become void or voidable or whereby the rate or premium on any policy of insurance in respect of the Venue may be increased.
- The Hirer shall pay to the Club on demand all legal costs, charges, and expenses for which the Club shall become liable in consequence of or in connection with any default of the Hirer in observing or performing any of the Hirer's covenants or obligations expressed or implied in this Agreement.

Decorations:

- No Confetti, glitter, or sprinkles are permitted in the venue or on the grounds of the GBYC.
- The Hirer may not affix, exhibit, or permit to be affixed or exhibited upon any part of the Venue or adjacent land, any placard, sign, poster, hoarding or advertisement without the prior written consent of the Club or otherwise than in accordance with any conditions imposed by the Club.
- No tape is to be used on any paintwork. The costs of repairs for any damage will be deducted from the Hirer's Bond. Should the Bond be insufficient to meet the cost of repairs the Hirer will be liable for additional costs.
- All liability for loss or damage to property or persons during the hire of the Venue is the responsibility of the Hirer.
- The Hirer is responsible for the cost of any damages to the Club's property incurred by guests who accidentally, wilfully, or negligently cause such damage. Please report any damage discovered prior to booking to the Functions Coordinator. The Hirer must promptly report to the Club any damage to or accident at the Venue during the period of hire.
- The Hirer shall pay to the Club on demand all legal costs, charges, and expenses for which the Club shall become liable in consequence of or in connection with any default of the Hirer in observing or performing any of the Hirer's covenants or obligations expressed or implied in this Agreement.
- It will be the Hirer's responsibility to dispose of any waste over and above normal for the function activity.
- Rubbish bins are available for normal waste disposal.

ACCESS TO VENUE

- Hiring of the space only entitles you access half an hour prior to event start time any additional time needed is at GBYC discretion and needs to be approved.
- Access to the room pre and post event is subject to availability on the day.
- The Hirer is required to vacate the Club at the expiration of the time specified on the Venue Hire form. Failure to do so may result in additional costs to the Hirer, will be deducted from the Hirer's Bond.
- If no staff available to open, Keys and Alarm code will be provided and must be returned promptly after event or during event to bar staff. If not returned, due to loss or damage of keys a Fee will be charged to hirer.

FOOD AND BEVERAGE

All food and beverages must be purchased from the club.

Celebration Cakes may be purchased and bought in if in-house caterer unable to do.

Please note that the removal of remaining food from the premises is not permitted.

CATERING

- The Club has an in-house caterer, which Hirers must use.
- Outside caterers or order in food is not to be used in our venue.
- Only the BBQ area hirers have the right to bring in their own food in order to cook themselves.
- Must leave area as found it or \$250 cleaning fee will be applied to clean.
- The Club has a right of approval over catering arrangements if requested.

ENTERTAINMENT

The Club reserves the right to monitor and control the noise level of all sources of entertainment.

SECURITY

If deemed necessary by the GBYC will employ a security guard to ensure safety of all guests at the cost of the function holder.

PAYMENTS

1. **VENUE HIRE FEES:** Fees are in AUD, include GST and are effective from April 2023.
2. **PAYMENT METHOD:** Payments can be made by EFT, credit card (on site only), or direct bank deposit.
3. **BOND:** Payment of the applicable Bond is required to confirm all bookings. The Bond will be refunded to the Hirer's nominated bank account following the event. The cost to repair any damage to Club property during the function and any outstanding fees and additional bar staff wages will be deducted from the Bond. Should the cost to "make good" any damage exceed the Bond paid, the Hirer will be billed accordingly.
4. **VENUE HIRE FEES:** Full payment is required 21 days prior to the booking or if booking is made within 21 days of the hire date, at the time of booking.

5. **BAR BEVERAGE PRICES:** Beverage prices may fluctuate in accordance with market price changes. The Hirer will be notified of any changes to quoted prices. Actual prices to be charged may be confirmed by the Hirer immediately prior to the event.
6. **BAR TAB:** When it is anticipated that the Bar Tab will exceed \$1,000 a 50% deposit will be required 21 days prior to the function. Any deposits paid, will be deducted from the final Bar Tab balance which is payable immediately at the end of the function and prior to the Hirer leaving the Club premises.
7. **BAR STAFF:** One Bar Staff for events before 6pm and under 50 guests. 2 Bar staff after 6pm and over 50, 3 bar staff for 100 + guests. Additional bar staff hours are charged at \$40 per hour.
8. **DEBT COLLECTION:** Payment of any fees incurred in the collection of outstanding accounts is the responsibility of the Hirer.
9. **CLEANING FEE:** Cleaning Fee is charged for 2 hours of general cleaning (sweeping, mopping, vacuuming.) Any excessive cleaning will result in money taken out of bond. You are responsible for taking all your decorations, rubbish with you or placed in bins provided outside near gate. All furniture and venue must be left as you found it after your event.

LICENSED BAR

Under the terms of the Club's Liquor Licence alcohol can only be served to function patrons under the following conditions:

- a. A person nominated by the Hirer must become a Club Member, by completing a membership application form. The cost of social membership -Venue Hire is included in the hire fees paid by the Hirer.
- b. Alcohol served without a meal: Function organiser must pay for all drinks served, eg:, Bar Tab. Cash sales of drinks to guests not permitted
- c. Alcohol served with a meal: Cash sales of drinks to guests permitted.
- d. Extended Trading Permit - No meal required: Cash sales of drinks to guests permitted.

DUTY OF CARE

Under the Liquor Licensing laws of WA, GBYC have a duty of care to all our customers.

The Club reserves the right to refuse service but not limited to:

- Person who shows signs of intoxication
- Person suspected of being under the age of 18 years old.
- The club reserves the right to remove the offending guest/s from the premises or close the bar entirely. Any damages or cleaning required will apply.
- We reserve the right to be shown proof of age if requested.
- It is the responsibly of the function holder to advise us if minors will be attending a function.
- Gifts of alcohol presents to guests must remain sealed whilst on the premises.
- **STRICTLY NO BYO BEVERAGES ARE ALLOWED AND WILL BE CONFISCATED IMMEDIATELY**

BAR HOURS

MONDAYS to SATURDAYS: The Club Liquor Licence only allows alcohol to be served and purchased up to midnight from Monday to Saturday. Should the Hirer wish to extend past this time the Hirer must advise the Club at least two months prior to the Hirer's function date so that an extension application can be made. The additional cost involved with this extension is \$250 and the Hirer may only extend until 1:00 am.

SUNDAYS: The Club Liquor Licence only allows alcohol to be served up to 10:00pm on Sundays. Should the Hirer wish to extend this license to midnight, the Hirer must advise the Club at least three months prior to the Hirer's function date so that an extension application can be made. The addition cost involved with this extension is \$250 and the Hirer may only extend until 12:00 midnight.

Acceptance of Terms & Conditions

The Hirer acknowledges and admits that he/she has read and understands the meaning and consequences of the Terms and Conditions of this Agreement and covenants and agrees to be bound and comply with them.

I acknowledge and agree to abide by the above Terms and Conditions

Name:

Date of Function:

Date: