



# SHELLY BEACH SURF CLUB

## Hall Hire - Terms and Conditions Effective December 2016

### ***Purpose***

The purpose of this document is to provide clear guidelines and rules for the hiring of the Shelly Beach Club's amenities and equipment. The document aims to ensure that a range of individuals and user groups have fair and equitable access to the Club's facilities whilst at the same time prolonging the quality of Shelly Beach Surf Club assets.

### ***Scope***

The scope of this policy is for all hire activities conducted on the premises of Shelly Beach Surf Club.

### ***Application of Terms and Conditions***

The Board of Management, Bar Manager or Nominee is delegated with the authority to deal with and make decisions pertaining to special requests and those uses, which are not explicitly covered in this document. Use of the Club requires agreement by the hirer to comply with this document. Use of the Club for the purpose of holding 'buck's nights', 'hen's nights', 18<sup>th</sup> or 21<sup>st</sup> Birthdays is strictly prohibited. Any booking made under false pretences to enable such event will be cancelled immediately with no refund made to the hirer. This is without exception. Use of the Club for the purpose of conducting commercial or business activities will be limited and require the pre-approval by the Board of Management. Application of a discounted rate will be at the discretion by the Board of Management upon application in writing by the potential hirer and will take into account the type and purpose of the event and the benefit it may have to the local community.

### ***Liability***

Hirers of the Shelly Beach facility agree to indemnify the Club, Central Coast Council and the Central Coast Surf life Saving Branch of any Liability of any nature in respect of their use of the facility and acknowledge that the use of the facility is entirely at the risk of the individual and the organisation or group using the facility.

### ***Damage***

Hirers of the Club are responsible for any damage that occurs during their use of the facility or to equipment belonging to or supplied by Shelly Beach Surf Club. The Hirers liability is limited to either replacement or repair of any item damaged or lost during or as a result of their use or hire of the equipment of the club. The decision to replace or repair will be at the discretion of the Shelly Beach. In the case of accidental damage that is covered by property Insurance held with Shelly Beach Surf Club, Hirers are responsible for the payment of any deductible or cost in respect of any claim. (i.e. insurance excess)

### ***Bond***

A security bond of \$1000 is payable on all bookings and is due one (1) calendar month prior to booking. Bond will be credited back to the hirer within 5 business days of final inspection.

***Deposit***

A deposit of \$500 is payable within 7 days of booking.

***Final Payment***

Final Payment on all bookings and is payable one (1) calendar month prior to event.

***Payment of Monies to Shelly Beach***

Payment can be may be made by cheque made out to **The Balcony** or via direct deposit.

***Booking Cancellation by Hirer***

All agreements are subject to a 14 day cooling off period. To cancel within the 14 day cooling off period the Shelly Beach Surf Club must have received written notice of your intention to cancel within the timeframe specified. All bookings cancelled after the 14 day cooling off period will forfeit the full amount of the deposit.

***Booking Cancellation by Shelly Beach Surf Club***

In the event that Shelly Beach Surf Club has to cancel due to an act of nature and/or property damage which as a result prohibits access or places people at a safety risk the hirer will receive a full refund. Shelly Beach Surf Club will always work at fulfilling all bookings but will not be held liable for any financial consequence brought upon an event due to such an act.

***External Suppliers***

All goods and services provided external suppliers will be the responsibility of the hirer and are required to inform/liase with function management (The Balcony) for all access to the building.

***Security***

All evening events will be subject to the inclusion of security personnel. Security is included within the Hall Hire fee. The inclusion or exclusion of security will be at the discretion of the board of management.

***Noise***

Whilst Shelly Beach Surf Club is located in an isolated place, hirers will always respect our neighbours. Noise should not be audible to our neighbors before 7AM and after 11PM.

***Arrival***

Shelly Beach Surf Club will always work with the hirer to provide the optimal window of time to enable adequate hall set up. This window of time is naturally constrained by bookings made prior to and after the booking.

***Hall Hire Duration***

All evening functions are restricted to six (6) hours in duration. Non evening events are open to negotiation.

### ***Departure***

- The departure time is negotiable but must be prior to Midnight.
- The Club and grounds are to be left in a clean and tidy state.
- Any rubbish is to be bagged and tied and placed in the external bins provided.
- No rubbish is to be left of the floor of the hall and the kitchen floor is to be swept.
- Any damage, breakage or faulty equipment is to be reported to the Bar Manager within 24 hours of the damage becoming evident.

### ***Catering (Food and/or Beverage)***

All catering is under the direct control of **The Balcony**. There is no provision for the use of any other caterer or the use of the kitchen for self catering. No food or beverage is permitted into the club without written approval from Shelly Beach Surf Club..

### ***Alcohol Policy***

No alcohol is permitted to leave the Clubs premises and it is in violation of the Clubs liquor license to bring alcohol into the Clubs premises. Our alcohol policy is non-negotiable and strictly enforced at all times. Failure to comply with this policy may result in loss of bond.

### ***Smoking Policy***

Smoking is not permitted within any of the Clubs internal spaces and must be undertaken in designated areas. There is no smoking allowed on the balcony.