



## Venue Hire Terms and Conditions

Thank you for choosing the Koombana Bay Sailing Club (KBSC) as the venue for your function. To ensure the success of your event, please read and accept the agreement to the Terms and Conditions and return your bond/deposit for confirmation of your booking.

*Please note site exclusivity is not guaranteed. (Please contact Functions Manager for further details)*

### General Conditions

**Booking confirmation:** To confirm a booking the Hirer is required to:

1. Pay bond in full
2. Agree to the Terms and Conditions and the Venue Booking Form

**Tentative Bookings:** Tentative bookings must be confirmed within 14 days of enquiry. Tentative bookings made 3 months in advance will be held for 7 days only. Bookings made less than 1 month in advance cannot be held and have to be paid in full to secure the dates. Bond to be paid in full and the terms and conditions agreed to through the online form.

**Time:** Cleaning and set up time by the Hirer must be included in the total venue hire period. The Hirer is required to vacate KBSC at the expiration of the time **specified** on the booking form. Failure to do so will result in additional costs to the Hirer. The venue is **not** available before the predetermined time.

**Catering requirements:** All function catering to be done by the KBSC preferred supplier, Drummond Catering, who will invoice the Hirer directly unless previously arranged.

**Beverages:** KBSC holds a full Club License and all beverages must be purchased from the Club Bar. The Club retains the right to remove any beverages brought into the venue.

**Membership:** In order to use the Club bar, the function Hirer must first join the Club by filling in a membership form. The social membership (valued at \$115.00) is complementary.

**Outdoor areas:** The outside areas can be used to erect marquees and other equipment by negotiation and written agreement. An additional charge applies.

**Indemnity:** The Club retains the right to cancel a confirmed or un-confirmed booking due to unforeseen circumstances. The Hirer shall maintain indemnity and keep indemnified the club from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgement, order, decrees, damages, costs, losses and expenses of any nature which the club suffers or incurs in connection with the loss of life, personal injury or damage to property arising from or out of any occurrence in, upon or at the hall during the hire by the hirer or the use by the hirer of the whole or any part of the hall or to any person or the property of any persons using or entering on the hall how so ever occasioned.

**Loss or damage of property:** KBSC staff will take every care with security and protection of the Hirer's property whilst it is on the premises. However, no liability for loss or damage of any item will be accepted.

**Smoking:** Koombana Bay Sailing Club is ideally a non-smoking venue. Smokers must use the designated smoking areas marked by signs. Any smokers found smoking in the non-designated areas will be asked to move.

**Security:** Certain events may require approved security personnel. The Hirer will take all reasonable steps to ensure the safety of members and their guests using the KBSC during the hire period. The facilities will be fully supervised by the Hirer to ensure order and decent behaviour is maintained. KBSC retains the right to eject any person from the premises for inappropriate behaviour.

**Social media:** Hirers must not promote the event via social media (Facebook, Twitter, Messenger, etc.) unless written approval was sought from the Function Manager and granted in writing. Fines exceeding \$2000 are applicable for breaches. In the event of serious misconduct, personal injury or death, criminal charges may also apply.

**Lock up:** Hirers obtaining self-access retain full responsibility to ensure that all doors are locked and alarms set. Failure to do so will incur a call out fee \$150.00.

**Damages:** The Hirer is responsible for any and all broken or damaged Club property. Such damages will be paid by the hirer to the Club within 7 days of the Club delivering to the Hirer an account for the repairs, replacement, cleaning or other work, required to restore club property to its original condition. Should anything need to be affixed to any of the KBSC's property the Club's Function Manager must be advised prior to the function date. No tape is to be used on any paintwork.

**Cleaning:** All areas used must be left in a clean and tidy condition. Should KBSC require additional cleaning (above that which is normally done) because of the Hirers use of the facilities, the Hirer will be invoiced for these additional costs.

**Rubbish:** Disposal of waste remains the responsibility of the Hirer. Bins are available on premises at all times.

### **Payment**

**PRICES QUOTED:** Beverage prices may fluctuate in accordance with market price. The Hirer will be notified of any changes to quoted price. Actual prices charged should be confirmed by the Hirer immediately prior to the event. ALL BAR TABS TO BE PAID AT THE CONCLUSION OF THE EVENT.

**PAYMENT METHOD:** **Advanced** payments can be made by EFT and credit card via the confirmation form. Payments can be made in person at the club office via cheque or direct bank deposit. Payment at the end of the function must be made by EFT or cash.

**BOND:** A bond of **\$500** is required to confirm a one day booking. A credit card imprint will also be retained as security against any damage or unpaid fees, and retained for a minimum of 7 working days post event. The bond will be refunded once the account has been settled in full.

**BAR TABS:** When it is anticipated that the bar takings will exceed \$1,000 a 50% deposit will be required prior to the function. The amount of the deposit will be deducted from the final bar takings.

**STANDARD PAYMENT ARRANGEMENTS:** All outstanding payments, including bar and cleaning expenses, should be made immediately after the end of the function unless prior arrangements made.

**DEBT COLLECTION:** Payment of any costs or legal fees incurred in the collection of outstanding accounts is the responsibility of the Hirer.

### **Bookings**

**AMENDMENTS TO BOOKINGS:** Any requested changes to the Hirers booking must be submitted in writing for approval. A key can be obtained for early setups from the Functions Coordinator.

**CANCELLATIONS POLICY:** Any cancellations must be received in writing and may incur a fee:  
Cancellation by Hirer more than 21 days prior to the booking: No charge.  
Cancellation less than 21 days prior to the booking: 100% of total venue hire fee or the bond, whichever is the lesser amount.

### **Bar Operating Hours**

**MONDAYS to SATURDAYS:** The Club Liquor License only allows alcohol to be served & purchased before midnight from Monday to Saturday. Should the Hirer wish to extend past this time the Hirer must advise the Clubs Function Manager at least 2 months prior to the Hirers function date so that an extension application can be made. There is an additional cost involved with this extension and the Hirer may only extend until 1:00 am.

**SUNDAYS AND PUBLIC HOLIDAYS:** The Club Liquor License only allows alcohol to be served up to 10:00 pm on Sundays. Should the Hirer wish to extend this license to midnight, the Hirer must advise the Clubs Function Manager at least 3 months prior to the Hirers function date so that an extension application can be made. There is an additional cost involved with this extension and the Hirer may only extend until 12:00 midnight.