

Hunters Hill Sailing Club

Merrington Place, Woolwich NSW 2110

venue@huntershillsailingclub.org.au



Hunters Hill Sailing Club Conditions of Venue Hire

To use the Hunters Hill Sailing Club premises (excluding the boat shed, committee room, and lawn area in front of the club) under a non-transferable license on the conditions below. The license may be cancelled with immediate effect by written or verbal notice upon the breach of any condition and it is sufficient for written notice to be attached to the front door of the premises.

1 Capacity: No more than 250 people may be permitted on the premises at any time for any purpose.

2 Equipment: The equipment in the premises may be used by the Hirer at the sole risk of the Hirer. At the end of the hiring, the Hirer shall be responsible for removing from the hall and surrounding areas all rubbish generated by the function. The hirer must leave the premises and surrounds in a clean and tidy condition properly locked and secured and any contents temporarily removed from their usual positions properly replaced otherwise the Club shall be at liberty to make an additional charge.

3 Inclusions: Hall Hire includes:

- Access to the top floor of the Club premises including the balcony in accordance with the access timing noted in clause 5
- The use of all available tables & chairs. Indicative inventory is available on the HHSC website.
- End of function furniture clean and pack away
- Hall Cleaning – NB Your caterer is responsible for cleaning the kitchen at the end of your function
- Restocking of bathroom supplies
- Waste management of all rubbish placed in provided skip and recycling bins

4 Exclusions: Access to, or use of, any of, the boat sheds, Committee Room or lawn area on the waterfront immediately in front of the club.

5 Timing of Access: Function duration is for up to 6 hours. Bump in and bump out are not part of the function duration and are at no extra charge between the hours of 9am and 2am on the day of your function. Functions longer than 6 hours are subject to time extension charges and must be by mutual written agreement. Your function can start any time example: 5pm - 11pm or 12 – 6pm.

Guests must have vacated the Hall by 12 midnight. Access to the Hall for set up is from 9am the day of hire. Bump out is to be completed by 2am.

6 Security: The hirer shall engage from a reputable security firm satisfactory to the Club at least two competent security guards to guard the premises during the period of hiring (unless expressly waived by The Club).

7 Liability: The premises are provided in their condition as inspected by The Hirer. No representations are made as to their suitability for any purpose. The premises are accepted by the Hirer at the Hirer's risk. The Hirer releases the Club to the extent permitted by law from any liability connected with the Hirer's use of the premises and indemnifies the Club against every liability arising out of such use.

8 Supervision: The Hirer will during the hiring period be responsible for the supervision of the premises, the fabric and the contents and their care and safety from damage and the behaviour of all persons using the premises whatever their capacity including proper supervision of car parking arrangements to avoid obstruction of public roads and entrances.

9 Cleaning: The cost of cleaning is included in the Hall Hire fee.

This includes the use of the club garbage bins. Cleaners clean and store furniture, wash floors, vacuum carpet, clean bathrooms, restock supplies and clean windows. It does not include clearing the hall i.e.: removal of rubbish, packing away crockery or decorations. If the cleaners need to clear the hall an extra charge will be deducted from the bond. Confetti, glitter, rose petals, floor decorations, straw, and other difficult-to-clear-away celebratory materials will attract an additional clean-up fee.

10 No Smoking or Vaping: No smoking or vaping shall be permitted inside the premises or on the balcony at any time. If evidence of smoking or vaping inside the premises or on the balcony is found, then compensation will be deducted from the security bond.

11 Purpose: The Hirer shall not use the premises for any purpose other than that described in this hiring agreement and shall not sub-hire the premises or use the premises or allow them to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or any insurance policies in respect thereof or in respect of the contents.

12 Alcohol Licenses: The hirer shall be responsible for obtaining such licenses as may be needed whether for the sale or supply of intoxicating liquor or otherwise for the observance of the law.

13 The Hirer shall lodge the details of their event on the Police website at least 7 days prior to the hiring date. https://www.police.nsw.gov.au/online_services/party_safety/party_registration

14 Regulations: The Hirer shall comply with all conditions and regulations with respect to their event at the Club premises imposed by any competent authority including but not limited to regulations with respect to consumption of alcohol, dancing, music, or entertainment.

15 Damage and Liability:

(1) The Hirer shall indemnify the Club for the cost of any loss, repair, or damage to any of the Club equipment, contents or premises and surrounds thereof which occur during the period of hiring and as a result of the hiring.

(2) The Hirer shall indemnify the Club for any liability incurred as a result of legal actions by third parties (e.g. Council, Police, neighbours) arising from acts or omissions by the Hirer.

16 Exits: The Hirer shall ensure that all means of exit from the premises are kept free from obstruction for use as an emergency exit.

17 Limit of Liability: In the event of the premises or any part thereof being rendered unfit for the use for which it has been hired the Club shall not be liable to the Hirer for any resulting loss or damage whatsoever. However, the deposit and any other monies paid by the Hirer to the Club shall be refunded.

18 Essential Condition: The license is personal to the Hirer and creates no exclusive rights to or tenure in the premises and each provision hereof is an essential condition.

19 Payment: The hall hire fee and the bond must be paid according to the invoice.

20 Refunds: The refund of the bond is subject to the approval of the Club Committee. The Committee will issue a statement of account itemizing any deductions imposed.

21 Decorations and flammable material: The Hirer shall not permit performances involving flammable material or which otherwise may involve a danger to the public.

- No flammable or hazardous substances shall be brought onto the premises.
- No decoration of a combustible nature (e.g. polystyrene) shall be brought into the premises.
- No heating or cooking appliances shall be brought onto the premises without the prior written consent of the Club.
- The use of pins, nails, screws, or staples is not permitted.
- No use of naked flames, including candles.
- The Hirer may not remove any wall hangings including photos, and honour boards in the club without prior permission from the sailing club.

22 Cancellations: Cancellation requests must be in writing. If the written booking cancellation request is received by the Club:

- More than 12 weeks before the booking date, the Club will refund the Hall hire fee less 25%.
- Less than 12 weeks before the booking date, no refund is provided.

In the event the Hirer requests for a deferral of the booking date and the deferral is granted, any subsequent request for cancellation will not be eligible for a refund.

23 Heavy Equipment: Any use of heavy equipment inside the Hall is not permitted unless specific permission has been obtained from HHSC officials. Specifically, scissor lifts are not to be used in the club

24 Pack down and bump out: All items not belonging to the Sailing Club will be removed from the Sailing Club by the end of the rental period unless prior arrangements have been made. Hunters Hill Sailing Club will not be held responsible for any items left in the sailing club at the end of the rental period. If, by arrangement, items are left in the Sailing Club those items must not block access to any doors or areas within the club.

25 Contracted Services: A contract for services is between the hirer and the supplier of the services.

26 COVID-19 Requirements: The Hirer is required to comply with COVID19 requirements stipulated by the NSW Government (COVID19 Requirements) and must review the official NSW Government website to ensure it complies with the restrictions in effect on the day of the function. The bond will be forfeited where functions do not comply with COVID19 requirements.