

# Long Reef SLSC Training Room Terms and Conditions of Hire



Long Reef SLSC's Training Room (located on the ground floor of the Long Reef SLSC building) is hired under the terms and conditions as stated below. Confirmation of hire will be upon written advice from Long Reef SLSC after receipt of the Venue Hire Application, deposit and a signed copy of the Training Room *Terms and Conditions of Hire*. Until such time as this has been completed, another hirer may book the venue.

## General Conditions

The hirer must advise Long Reef SLSC, by completion of the Venue Hire Application, of the type of activity that is to take place in connection with the hire and use only the Training Room located on the ground floor and for which a venue hire fee has been paid.

The hirer must adhere to the function times as stated in the Venue Hire Application. Additional fees will apply for events that extend beyond the nominated function time.

The Training Room may not be booked for parties of any kind. Long Reef SLSC reserves the right to terminate, without notice, any booking found in breach of this condition and retain the venue security bond.

The hirer undertakes that the hirer will not permit or cause the premises to be used after 10:00pm, unless agreed by Long Reef SLSC in writing prior to the event. For the purposes of this agreement "premises" means the Long Reef SLSC building including but not limited to the Training Room.

The hirer must be at least 18 years of age.

The hirer, or a person representing the hirer, is required to be present at the premises for the duration of the function.

The hirer undertakes that, in connection with the use or occupation of the premises, the hirer will not permit or cause anything to be done which is disorderly, offensive or illegal.

All reasonable steps must be taken by the hirer to satisfy themselves that there is no reasonable risk of injury to any person participating in the hirer's activities.

The hirer must ensure that all persons in attendance at the premises in connection with the hirer's function comply strictly with all relevant conditions of the Long Reef SLSC Training Room *Terms and Conditions of Hire*.

The hirer is responsible for the behaviour of all persons attending the premises at any time in connection with the hirer's function booking. This will include instructing all such persons to leave in a quiet and orderly manner within the stipulated times.

The hirer is responsible for ensuring that children are always in the company of a responsible adult.

Long Reef SLSC may request the removal of any person visiting the premises at any time in connection with the hirer's function booking found to be, in Long Reef SLSC's reasonable opinion, in breach of these *Terms and Conditions of Hire*.

The premises are to be inspected by the hirer before use. Any damage/untidiness to the premises prior to function must be brought to the attention of Long Reef SLSC by the hirer prior to use or occupation of the premises by the hirer.

## Access

Upon payment of the venue security bond, the hirer may arrange to collect their access fob from Long Reef SLSC. The access fob key will be programmed to permit access on the day of hire. All items must be removed from the premises at the conclusion of the hire time unless Long Reef SLSC has agreed prior arrangements in writing.

The hirer must observe the secure closing of the premises. Windows and doors must be secured and locked, all lights, fans, heaters, AV equipment, microphone etc. and accessories must be turned off. It is the hirer's responsibility to ensure that all furnishings are secured inside the venue at the conclusion of their hire and returned to their original position.

At the completion of the function, the access fob must be returned to Long Reef SLSC. Responsibility for the fob issued rests with the hirer. If the fob is lost or damaged, the cost will be recovered via the venue security bond.

## Catering

There is a small kitchen in the Training Room available for your use.

Caterers/Hirers are expected to leave the kitchen as they found it. No food or catering equipment is to be left in the clubhouse overnight.

## Cleaning

The venue will be cleaned prior to your arrival and following your event.

Long Reef SLSC may apply the venue security bond to meet any costs reasonably incurred by Long Reef SLSC for additional cleaning.

## Closed Circuit Television System (CCTV)

The hirer acknowledges that Long Reef SLSC has a CCTV security camera system in and around the

premises and that this CCTV may be recording during the period that the hirer has possession of the Training Room and associated facilities. The Club will respect the privacy of the hirer and the hirer's guests but reserves the right to disclose video recordings to the police and to make other such disclosures as may be required by law.

## Damage to Building and Facilities

Hirers will be financially liable for any damage to the premises or to any part of the premises, including but not limited to venue property, fixtures, or fittings, whether sustained by their own actions or through the actions of their guests, contractors or sub-contractors.

Long Reef SLSC may apply the venue security bond to meet the costs of any such damage.

## Emergency Procedures

The hirer must be aware of and observe the Emergency Management Plan (EMP) for the premises by reading the EMP summary document and noting the locations of the evacuation points. An evacuation diagram is fixed on the wall between the entrance and the kitchen.

The hirer is responsible for ensuring that fire doors and emergency exits are not obstructed.

The hirer is responsible for ensuring that smoke detectors or fire-fighting equipment are not discharged, used or interfered with for any reason other than its designated or manifest purpose, and only by trained personnel.

The hirer is responsible for ensuring that the capacity of the premises and any equipment associated with it is not exceeded.

The hirer is responsible for providing first aid at the premises in case of an emergency.

## Force Majeure (Unavoidable Events)

If the venue hire by either party under the *Terms and Conditions of Hire* is delayed or prevented in whole or in part or the purpose of this agreement is frustrated by any cause not reasonably within control of one party (including without limitation acts of God, spread of infectious disease, unusually severe weather, fire, black-out, interruption of transportation, war, damage to facilities rendering such facilities either un-operational or aesthetically unsatisfactory in the determination of either party in their reasonable discretion, labour disputes, acts of any governmental body, failure or delay of third parties, or other causes similar ("force majeure event")), such party shall be excused of venue hire to the extent such venue hire is so limited or frustrated without liability of any kind.

In the event of a force majeure event, either party may terminate this agreement upon written notice to the other party such notice to be provided immediately the relevant party becomes aware of a force majeure event. Upon termination of this agreement, the hirer is entitled, at the hirers option, either to a full refund or may use the monies paid as credit towards a new event, provided the new event date is available and takes place within 12 months of the original event date.

## Furniture and Equipment

The Training Room has a floor area of 66m<sup>2</sup> and contains the following equipment for your use. This is included in the hire charge:

- Kitchen
- AV System
- Our standard tables and chairs:
  - 15 square 80cm x 80cm recycled timber tables with black base (subject to availability)
  - 36 polymer low chairs

Long Reef SLSC will take all reasonable steps to ensure that any furniture and equipment included in the venue hire will be in fit and reasonable condition for use, however, will not be held liable for any consequence, financial or otherwise, due to such furniture or equipment in Long Reef SLSC's reasonable opinion not being fit or in reasonable condition.

The setting up of tables, chairs and other equipment is the responsibility of the hirer unless other arrangements have been made with Long Reef SLSC.

Club furniture and fittings must not be removed from the premises and at the conclusion of the function must be returned to their original location, as per the instructions/photo provided.

The hirer shall not store any of the hirer's furniture or equipment upon the premises unless arrangements have been made with Long Reef SLSC.

Any deliveries are to be arranged for the day of the venue hire. Long Reef SLSC is an Emergency Service Organisation and as such is on call to provide emergency services 24 hours a day. It is critical that the club has clear access to all roller doors on the ground floor and to be able to freely move equipment around the flat area in front of these doors. No vans are to be left unattended whilst unloading/loading equipment for functions and once emptied the vehicles are to be moved and parked in the proper designated parking bays. If it is found during any hire that Long Reef SLSC does not have access as aforesaid then the hire may be immediately terminated without notice and without any compensation being payable or any liability of any kind to Long Reef SLSC.

No deliveries are permitted during club events where members are gathered in the downstairs courtyard area. For example, this applies to Nippers on Saturday afternoons from 21 October 2023 to 9 March 2024 between the hours of 1pm and 6pm.

All portable electrical equipment or leads that are brought into or used in the premises shall comply with the Work Health and Safety Act 2011.

Long Reef SLSC is not responsible for any of the hirer's property left upon or in the premises.

### **AV AND WiFi**

- TV Screen
- WiFi access

Hirers will have an onsite meeting with the Functions Coordinator in the week prior to their event to familiarise themselves with operating our AV system. Call-outs to attend to problems associated with operating the AV system are not always readily available and may attract a \$100 call out fee that will be invoiced post-event.

## Member Hire Discount

(applicable to Long Reef SLSC members only)

Long Reef SLSC **Active** (volunteering) members are entitled to a discount off the general rates in line with the Long Reef SLSC benefit scheme. To receive this discount, members must:

- be financial for the current SLS season
- be up-to-date with skills maintenance (proficiency) in accordance with the requirements of Surf Lifesaving Australia
- have volunteered with the Club for at least one year
- have completed 80% of their rostered patrol hours in the previous season

Long Reef SLSC **General** Members, who have been members of the Club for at least one year and are financial for the current SLS season, are entitled to a discount of 20% off the general rates.

These member discounts apply for ONE single booking per calendar year ONLY.

They refer to a discount on ROOM HIRE ONLY. Full cleaning and additional costs are applied.

Member hire is for IMMEDIATE FAMILY MEMBER events only.

## Payment and Cancellation Policy

The deposit paid to secure the hirer's booking is non-refundable. In the event of cancellation (other than by reason of a force majeure event), the deposit will not be refunded. Remaining fees are due 7 days prior to the function/event.

The hirer notes that the booking is confirmed upon Long Reef SLSC receiving the completed Venue Hire Application, deposit and signed Long Reef SLSC Training Room *Terms and Conditions of Hire*.

All invoices are to be paid within 7 days of issue.

Payments made by credit card will incur a 1.5% surcharge.

### SECURITY BOND

The hirer must pay a venue security bond at least 7 days prior to the function.

Return of the venue bond, in whole or in part, is at the discretion of Long Reef SLSC, subject to compliance with these *Terms and Conditions of Hire*.

Long Reef SLSC will refund the venue security bond or the balance thereof (if any) usually within 14 days of the function. These funds will be electronically transferred into a nominated bank account.

### CANCELLATION

The hirer must notify Long Reef SLSC in writing of the cancellation or postponement of any function booking.

Any cancellation made between 48 hours and 7 days prior to the function will result in 50% of the total venue hire cost being refunded. The post-function cleaning fee will also be refunded.

Any cancellation made less than 48 hours prior to the function will result in none of the venue hire cost refunded. The post-function cleaning fee will be refunded.

If Long Reef SLSC needs to cancel a booking due to unforeseen circumstances, the hirer will receive a full refund or can book an alternate date within 12 months of the original date, subject to availability.

### **ASSIGNMENT AND TRANSFER OF BOOKINGS**

This agreement is personal to the hirer and cannot be sub-licensed, assigned, changed or the subject of any other like transaction without the prior written consent of Long Reef SLSC. The hirer may at any time request for the function booking to be assigned for the benefit of a third party. Any such request must be made in writing to Long Reef SLSC, and Long Reef SLSC will not unreasonably withhold its consent provided that the third party agrees in writing to be bound by these *Terms and Conditions of Hire* as signed by the original hirer and in addition to the liability of the assigned hirer, the original hirer will also remain liable.

## **Photography**

Long Reef SLSC may use any photographs provided by the hirer for venue promotion on the Long Reef SLSC website and social media platforms. Additionally, Long Reef may request in writing permission from the hirer to take photographs of their Training Room set-up to be used for promotional purposes on the Long Reef SLSC website and social media platforms.

## **Public Liability or Indemnity**

The hirer uses and occupies Long Reef SLSC at their own risk. The hirer hereby indemnifies Long Reef SLSC and any of its members and agrees to keep Long Reef SLSC and its members indemnified against all actions, suits, proceedings, claims and demands, costs and expenses whatsoever which may be taken or made against Long Reef SLSC and /or any of its members and/or incurred arising out of death, personal injury or damage to any person or property from or during the use of Long Reef SLSC's premises.

Long Reef SLSC recommends that all hirers obtain their own Public Liability insurance.

A current Public Liability Insurance certificate must be supplied for events or bookings that charge a fee, or as otherwise requested in writing by Long Reef SLSC. The hirer is not to void the insurance at any time during the hire period. It is the hirer's responsibility to ensure that they renew their Public Liability insurance on time with no lapsed time and forward the Certificate of Currency to Long Reef SLSC.

The hirer must immediately notify Long Reef SLSC of any occurrence that may give rise to a claim under either or both of those insurance policies and thereafter keep Long Reef SLSC informed of developments concerning the claim.

## Smoking/Naked Flames

Any form of smoking (e.g. cigarettes, cigars, traditional water pipes or vapes) is strictly prohibited in our venue. This includes the building's interior, the balcony, the Banksia Deck and all paved areas. Hirers are required to advise smokers to move away from the building and to responsibly dispose of cigarette butts and not to pollute our surrounding area.

The hirer must not, or permit upon the premises any smoking, candles (cake candles excepted), naked flames, BBQs, smoke machines or sparklers. Smoke machines may not be used.

Our smoke/particle detectors are very sensitive to any form of smoke. Any triggering of the detectors will result in the fire alarm going off and the fire brigade attending the venue, the cost of which will be charged to the hirers, if it is deemed that the fire alarm was triggered by them or any of their guests. The current false alarm fee charged by NSW Fire Brigade is \$1,760 (incl. GST).

## Venue Decoration

Confetti, glitter and sprinkle decorations are not permitted.

Helium and regular balloons must be secured.

Nothing is to be nailed, screwed, blue-tacked, stuck or adhered in any way to any part of the venue.

## Waste

Hirers must separate cans and bottles from landfill waste and place them in yellow-lidded bins for recycling. Cardboard and paper must also be separated and placed in blue-lidded bins.

At the close of the event, all waste must be placed in the appropriate external bins.

Long Reef SLSC may apply the venue security bond to meet any costs reasonable and required for removal of waste left inside the building.

.....

*The Parties to this Agreement expressly agree this Agreement is not to be construed or interpreted as either a lease or a licence.*

## **Acceptance of *Terms and Conditions of Hire*:**

I have read and understood the Long Reef SLSC Training Room *Terms and Conditions of Hire* and agree to abide by same.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Mobile: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_