



## Albert Park South Melbourne Rowing Club Function Venue Hire

Terms and Conditions for Club Venue Hirers

Approved by Committee April 2023

### Terms & Conditions for Club Venue Hire

#### PREAMBLE

Albert Park South Melbourne Rowing Club (hereafter referred to as 'the Club') is an Incorporated Association (A0031660W) whose purpose is to provide a safe and inclusive environment that enables individuals of all abilities to learn and enjoy the sport of rowing. As a volunteer run, not for profit organisation the Club may hire out to community members our first-floor function rooms on the banks of Albert Park Lake. We charge modest fees which are used to cover the costs of running our Club and leasing and maintaining our clubhouse. This document sets out the terms and conditions that all Hirers of the Clubs function rooms must agree to in order to secure a booking.

#### QUOTES & PRICES

The Hirer accepts the hire fee as quoted by the Albert Park South Melbourne Rowing Club. A security deposit is required in addition to the hiring fee. The security deposit will be fully refunded to the Hirer within 7 days of the function being held, subject to a site inspection confirming the premises have been left in a satisfactory condition. This includes adherence to these terms and conditions and all hired areas and equipment being left clean, tidy and damage free with all rubbish removed.

#### CONFIRMATION AND SECURITY DEPOSIT

To reserve a hire date, we require a security deposit of \$500 to be paid within 7 days of receiving verbal confirmation of acceptance of the requested booking along with a signed Albert Park Rowing Club hiring agreement returned to the Club. If the hire date is less than 21 from when confirmation of the acceptance of the requested booking, the full hiring fee is also required at this time (in addition to the Security Deposit). The Club Hiring Manager will provide you with a Function Room Hire Booking Form which confirms all details of the booking, fees, payment dates and arrangements for the function.

#### HIRE FEE PAYMENT

The full hire fee must be paid a minimum of 14 days prior to the hire date as noted on your hiring agreement. This is in addition to the Security Deposit requirements. If any of the above payments are not received within the time specified, or any payment is dishonoured, the Club reserves the right to cancel the booking without any liability or consequence.

A regular invoice may be issued for the hire fee to the Hirer if requested - the Club is NOT registered for GST and therefore there will be no GST component included. The Club prefers to receive payment via electronic funds transfers, or direct debits into the following account.

Account Name:	Albert Park South Melbourne Rowing Club
Bank:	National Australia Bank – South Melbourne Branch
BSB:	083-091
Account Number:	505 761 227

Credit card payments (VISA or Mastercard only) are also accepted but will incur a transaction fee of 2% of the hiring fee. Contact the Club Hiring Manager for details.

### **CANCELLATION / POSTPONEMENT**

A cancellation of the hire date initiated by the Hirer shall not relieve the Hirer of their obligations under this hiring agreement. A postponement of the hire date may be agreed to by the Club at its sole discretion (if the function room is available at the requested later date) however a minimum of 14 days' notice is required, otherwise the Security Deposit will be forfeited in line with the cancellation terms below.

If the Hirer cancels their function on the booked date the Hirer is required to notify the Club in writing at [apsmevents@gmail.com](mailto:apsmevents@gmail.com) as a matter of priority. The following arrangements for refunding the security deposit and hiring fee will apply from the date that the cancellation was advised to the Club:

<b>When cancellation advised</b>	<b>Security Deposit</b>	<b>Hiring Fee</b>
Less than 14 days' notice	Nil refund	Nil refund
Between 15 - 59 days' notice	50% refunded	Any hiring fees paid fully refunded
60 days or greater notice	Fully refunded	Any hiring fees paid fully refunded

### **GUEST NUMBERS**

Total guest numbers MUST NOT exceed 100 persons for non-seated functions and 65 for seated functions.

### **TEMPORARY LIQUOR LICENSE**

At the time of making the initial booking, Hirers will be required to advise the Club whether they will or will not be serving alcohol at their event.

If alcohol is being served at the event, the Hirer agrees to organise a temporary limited liquor license available through the Victorian Gambling and Casino Control Commission (VCGLR) and will abide by all Responsible Service of Alcohol requirements and other conditions as noted on the license issued. Further information about how to apply for a 'Temporary limited licence' can be found at <https://www.vgccc.vic.gov.au/liquor/sporting-and-community-club/apply-new-licence/apply-temporary-limited-licence>

The Club will not be responsible for any breaches of license conditions and Hirers should note that a publicly available register of Temporary Licences issued by the VCGLR is searchable and found at: [https://liquor.vcglr.vic.gov.au/alarm\\_internet/alarm\\_internet.ASP?WCI=index\\_action&WCU](https://liquor.vcglr.vic.gov.au/alarm_internet/alarm_internet.ASP?WCI=index_action&WCU).

The Hirer is required to provide to the Club a copy of the temporary limited liquor license obtained at least 7 days prior to the hire date. Failure to obtain and provide evidence of the liquor license for Hirers who have declared that they will be serving alcohol at their event will result in cancellation of the hire agreement and retention of the security deposit by the Club.

If a professional caterer is being engaged for the service of alcohol, they will likely have a liquor license. Hirers should seek verification from their contracted catering company regarding their liquor service and licencing arrangements and provide evidence of this to the Club at least 7 days prior to the hire date.

### **ONSITE SECURITY**

Depending on the nature of your function, security may be advisable for public safety and/or in order to meet liquor licensing requirements. This is an issue of risk that the Hirer must assess and manage and all costs associated will be met solely by the Hirer. Should the Hirer determine that onsite security guard/s are required, they must be provided for 30 minutes pre-guest arrival, the duration of the event plus a minimum of 30 minutes post guest departure time.

### **CATERING**

The Club does not provide any food or beverage catering. The Hirer must not consume or use in any manner any of the food and beverages stored within the venue.

### **EQUIPMENT**

The Hirer is permitted to use the following equipment under the agreement:

- 1 x 2 Door Fridge in the function room (Note – one fridge will remain locked as it contains Club beverages which are not for Hirers consumption)
- 1 x 4 Door Fridge/Freezer in the kitchen
- 1 x Glasses dishwasher in bar area
- All furniture available within the function room and veranda area including folding rectangular tables, dining chairs, bar tables, , outdoor seating etc...
- External gas BBQ located on the veranda – which **MUST NOT** be placed near glass windows
- Kitchen appliances including stove and cooktop, and pie warmer
- Sound system

Please note that the kitchen is not currently equipped with a dishwasher for crockery/cutlery, so Hirers should consider this in planning their function.

The Hirer is not permitted to use the following Club equipment under the agreement:

- Rowing Machines under any circumstances
- Cutlery, Glassware and Crockery – Hirers will need to supply their own eating and drinking utensils which can be readily hired as required.

### **OFF LIMITS**

The Hirer, and guests are not to enter the locker rooms ( which are separate to men's and women's toilets), committee room and boat sheds at any time. These areas are secured with access code locks for Club Member use only and should they be inadvertently left open, the Hirer is requested to simply close the door to prevent access by their guests.

### **ACCESS**

The Hirer will be provided a temporary code for the lakeside door for access from 9am on the day of the hire until 10am the following day, to allow for set up, cleaning and removal of all equipment, rubbish and supplies. Additional access may be discussed and approved by the APSM Hiring Manager on a case-by-case basis if absolutely required. Please note – Club members may also be accessing the

toilets and changerooms for limited periods whilst they attend the club to row but will not interfere with use of the hired spaces and kitchen.

### **DURATION**

The Hirer must conclude the event strictly by MIDNIGHT with all guests departed by 1am at the latest.

### **CLEANING**

The Hirer is to ensure that the venue including the kitchen, BBQ and fridges are cleaned and vacated by 10am the morning after the hire date. This includes the cleaning of all surfaces, benchtops, sinks, cooktops, floors, tables and chairs. All equipment, lighting, balloons/decorations, rubbish, surplus food and drinks is to be removed. There is a vacuum cleaner, mop and bucket stored in the cleaning cupboard located in the women's toilets for Hirers use.

The hire fee includes professional cleaning of the toilets, so these areas simply need to be left in a neat and tidy state.

All rubbish, including empty cans and bottles, are to be neatly bagged and removed from the venue. Hirers will have some or all of their Security Deposit retained if rubbish is left inside the venue or if all rubbish is not placed inside the skip (i.e., do not place rubbish next to or outside of the skip – any rubbish in excess of the skips capacity must be otherwise disposed of by the Hirer).

All rubbish is to be neatly bagged and placed **inside** the rubbish skip outside the Club on the carpark side. A labelled key will be left on the bar to allow access to the Club's rubbish skip located on the edge of the carpark near the Club's front entrance. The skip must remain locked, and the key returned to the same position.

### **FORCE MAJEURE**

The Club shall not be liable to the Hirer for any injury, damage, loss, delay, additional expenses or cancellation of the event that is due to circumstances beyond the control of the Club including but not limited to fire, acts of terrorism, floods, acts of God, inclement weather, strikes, lockouts, riots, civil unrest, interference by civil or military authorities or acts of war.

### **RESPONSIBILITY**

The Hirer will be liable for payment of all fees and charges (whether in relation to the event, any cancellation or postponement or otherwise).

The Hirer is responsible for any costs associated with any damage or loss incurred to any fittings, property or equipment at the Venue which is caused by the Client or any guest, outside contractor or any invitees of the Client or any of them, prior to, during or after the Event. The cost of any such damage is agreed to be determined by the lower of two quotes obtained by the Club and made available to the Hirer. For the avoidance of doubt an "outside contractor" is a business or person engaged by the Hirer to provide services at the Venue.