



## Avalon Beach Surf Life Saving Club Application to Hire – Bangalley Bar

Hirer Name:	
Hire Mobile:	
Hirer Email:	
Event Date:	
Event Name/Type:	
Event Timing:	
No of guests:	Final numbers to be confirmed 30 days prior.
Bar Tab Value:	\$ OR to be advised

I acknowledge and agree to terms and conditions of hire as outlined in **the Terms & Conditions of Hire (Event) Agreement** and have **attached a signed copy of the Terms and Conditions of Hire (Event) to this application.**

Signature & Date: \_\_\_\_\_

The Hirer notes that the booking is confirmed once the Hirer has returned an Application to Hire, a signed copy of the Terms and Conditions of Hire, and paid the venue hire deposit within 7 days of the issued invoice date and received confirmation via email from Avalon Beach SLSC. Until then another Hirer may book the venue.

\* Staff costs are subject to change and current staff costs are available on 1 January of the year of hire. Hirer's will be required to pay the staff costs as specified in the year their booking takes place.



## Avalon Beach Surf Life Saving Club Terms & Conditions of Hire – Bangalley Bar (Event) 2023

Avalon Beach SLSC's Bangalley Bar is hired under the terms and conditions as stated below. These terms and conditions will become binding on the Hirer upon signing this document or upon the payment of any fees and charges whether in whole or part, whichever is the earliest.

Confirmation of hire will be upon written advice from Avalon Beach SLSC after receipt of the Application to Hire, a signed copy of the Terms & Conditions of Hire (Event) and payment of the deposit. Until such time as this has been completed, another Hirer may book the venue.

### General Conditions

The Hirer must advise Avalon Beach SLSC by completion of a Venue Hire Application the type of activity that is to take place in connection with the hire and use only that part of the premises for which a Venue Hire fee has been paid.

The Hirer must adhere to the Event times as stated in the Venue Hire Application. A loss of venue bond will apply for Events that extend beyond the nominated Event time.

Where the scope of services required is changed then Avalon Beach SLSC may determine at its discretion that the venue hire fees are not valid for the amended scope of services and reissue a new quotation.

Avalon Beach SLSC may not be booked for 18<sup>th</sup> or 21<sup>st</sup> birthday parties, buck or hen parties. Avalon Beach SLSC reserves the right to terminate, without notice, any booking found in breach of this condition and retain any bond monies paid.

The Hirer undertakes that the Hirer will not use or permit the premises to be used by more than:

- Bangalley Bar – 120 guests
- Ocean Room – 180 guests

The Hirer undertakes that the Hirer will not permit or cause the premises to be used after 10:00pm on any Sunday, Monday, Tuesday, Wednesday or Thursday, after 12:00 midnight on any Friday or Saturday, or after 01:00am following New Year's Eve. Any breach of this condition will incur a loss of venue bond.

The Hirer agrees that the service of alcohol/beverages shall cease 30 minutes prior to the Event close time as stated on the Application to Hire.

Setting up/styling the venue may be arranged outside of these times by agreement in writing from Avalon Beach SLSC. Setting up or otherwise using or occupying the premises outside the period of the Event or any times arranged with Avalon Beach SLSC may result in the levying of a further fee.

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 Event.

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 Event comply strictly with all relevant conditions of the Avalon Beach Surf Life Saving Club Terms & Conditions (Event).

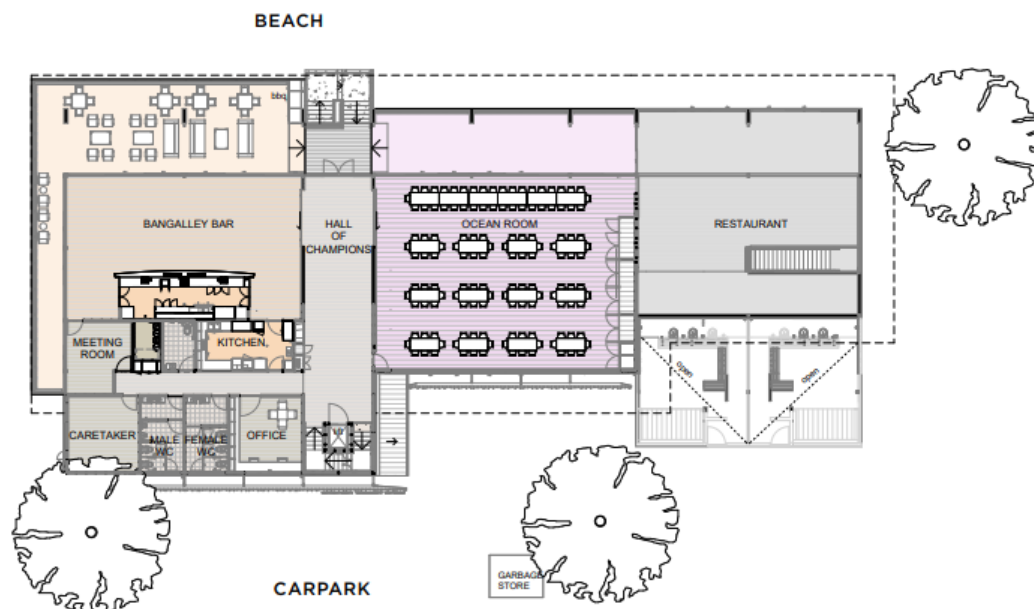
The Hirer is responsible for the behaviour of all persons attending the premises at any time in connection with the Hirer's Event booking.

The Hirer is responsible for ensuring that children are in the company of a responsible adult at all times.

Avalon Beach SLSC may request the removal of any person attending the premises at any time in connection with the Hirer's Event booking found to be in breach of these Terms and Conditions of Hire.

The Hirer undertakes that the Hirer will not permit or cause anything to be done which disturbs the quiet enjoyment of the neighbouring restaurant and/or Event rooms or is incompatible with the reasonable use of the neighbouring restaurant and/or Event rooms for its designed purpose.

The Hirer notes that the hire of the Bangalley Bar includes the Bangalley Bar, the balcony adjacent to the Bangalley Bar and the kitchen. The Lift, Hall of Champions and the Toilets located on Level 1 are shared between the Hirers of the Bangalley Bar, the Ocean Room and the onsite restaurant and the Hirer may not hire, obstruct or decorate these areas.



The premises are to be inspected by the Hirer before use. Any damage/untidiness to the premises prior to Event must be brought to the attention of Avalon Beach SLSC by the Hirer prior to use or occupation of the premises by the Hirer.

Avalon Beach SLSC expressly reserves the right without ascribing any reason to refuse to accept any booking.

# Venue Hire Fees

Venue Hire fees are applied on a sliding scale based on number of attendees and duration of venue hire.

The Hirer must confirm the number of guests attending the Event at least 30 days in advance of the Event. Venue hire fees will not be reduced if the number of guests is less than originally stated. If the confirmed number of guests increases into a new Venue Hire fee bracket, then the increase in venue hire fees will need to be paid prior to the Event or will otherwise be withheld from the Venue Bond.

Avalon Beach SLSC will refund the Venue Bond or the balance thereof (if any) usually within 14 days of the Event. These funds will be electronically transferred into a nominated bank account.

# Payments & Cancellations

The Hirer must pay a deposit equivalent to 50% of the Venue Hire fee to secure the booking with the balance due 120 days prior to the Event date/booking. All invoices are to be paid within 7 days of issue and prior to the Event date.

The Hirer notes that the booking is confirmed once the Hirer has signed the Terms and Conditions documentation and paid a deposit. Until then, the venue may be booked by another Hirer.

The Hirer must pay the nominated bar tab value at least 14 days prior to the Event. If the paid bar tab is not reached, the balance of the bar tab will be refunded within 14 days of the Event. The bar tab may be extended throughout the Event and the increase in value is to prepaid via credit card/eftpos. The balance of any extension to the bar tab will be refunded within 14 days of the Event.

The Hirer must pay a Venue Bond at least 21 days prior to the Event. The Venue Bond, or a portion thereof, will be forfeited in the event of any non-adherence to the Terms and Conditions of Hire including the engagement of additional cleaning or failure to return fob keys.

Venue hire fees are subject to change on 1 January of each calendar year and any variance in cost will be incurred by the Hirer.

The Hirer must notify Avalon Beach SLSC in writing of the cancellation or postponement of any Event booking. In the event of cancellation or postponement of any Event booking, a portion of the full Venue Hire fee will be refunded in accordance with the table below.

In the event that Avalon Beach SLSC has to cancel a booking due to unforeseen circumstances the Hirer will receive a full refund. Avalon Beach SLSC will use best endeavours to find an alternate venue for the Hirer, however, will not be held liable for any financial consequence as a result of such cancellation.

	> 120 days	61 – 120 days	< 60 days
All Spaces	75% refund	30% refund	No refund

## Service of Alcohol

The Avalon Beach SLSC has an On-Premises Liquor License. BYO and take-away alcohol sales are strictly not permitted.

The Bar Tab amount, if applicable, should be advised in writing 21 days prior to the hire period. The bar tab limit may be increased during the Event. The bar tab may be extended throughout the Event and the increase in value is to be prepaid via credit card/efpos. Should this not occur, the Hirer agrees that the additional beverage consumption, according to the consumption records which shall be considered final, will be withheld from the Venue Bond.

The Service of Alcohol will cease 30 minutes prior to the nominated Event finish time as stated on the Application to Hire.

Bangalley Bar staff serve beverages from behind the Bar only.

Beverage range and pricing is reviewed biannually and is subject to change without notice. A current beverage price list will be submitted upon request by the Hirer one month prior to the Event.

Avalon Beach SLSC adheres to the responsible service of alcohol standards. Avalon Beach SLSC reserves the right to refuse service to persons who are intoxicated, under the influence of illicit drugs, or behaving in a drunken, disorderly, offensive, or inappropriate manner and to remove such persons from the venue.

It is illegal to serve beverages to any person under 18 years of age and Avalon Beach SLSC reserves the right to request suitable identification.

## Catering (Food only) / Kitchen & BBQ

The Hirer is permitted to self-cater (food only) in the Bangalley Bar.

The Hirer may make use of the kitchen adjoining the Bangalley Bar and the balcony BBQ. Bangalley Bar Hirers have first right to use the kitchen and BBQ facilities and the Hirer, or their appointed caterer, are responsible for the cleaning of these areas. Additional cleaning fees may be withheld from the Venue Bond if the Kitchen and BBQ require additional cleaning.

## Security & Covid Marshall

Avalon Beach SLSC retain the right to engage independent and accredited Security Guard/s or Covid Marshall/s should Avalon Beach SLSC deem it necessary. Two security guards are compulsory for all Events in excess of 200 pax and any permitted teen birthday party from, and including, age 15, or events with a large teen attendance, regardless of number of guests attending. All costs associated will be payable by the Hirer.

## Closed Circuit Television System (CCTV)

The Hirer acknowledges that Avalon Beach 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 Bangalley Bar 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 at the discretion of the Club and to make other such disclosures as may be required by law.

## Venue Access

Upon payment of the Venue Bond, the Hirer may collect their access fob keys from the Avalon Beach SLSC during office hours. The access fob key will be programmed to permit access on the day of hire and will be disabled at 09:00am the following day. All items must be removed from the premises before then unless Avalon Beach SLSC has agreed prior arrangements in writing.

The Hirer must observe the secure closing of the premises; windows and doors must be secured, 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.

At the completion of the Event, all access fob/keys should be returned to the Avalon Beach SLSC. Return of the venue bond, in whole or in part, is at the discretion of Avalon Beach SLSC, subject to compliance with these Terms and Conditions of Hire. Responsibility for all fob/keys issued rests with the Hirer, who must pay Avalon Beach SLSC's costs in replacing all lost or misplaced fob keys and resetting all locks at the premises.

Avalon Beach SLSC is located at a patrolled beach. During patrol season, September – March, volunteer lifesavers patrol the beach on weekends from 9:00am – 6:00pm and from time to time may be present on the Bangalley Bar balcony during these hours. Any volunteer lifesavers performing patrol duties will be in full patrol uniform and will not interfere with any Events taking place in the Bangalley Bar.

## Use of Passenger Lift

The passenger lift is for disabled access only, however, may also be used to transport gear and equipment between floors. Please keep to the maximum weight limit of 500kg. Inappropriate use of the lift for any reason other than those stated is not permitted. Any damage caused to the lift will be the responsibility of the Hirer and all costs associated for repairs will be payable by the Hirer.

## Signs & Decorations / Other Restrictions

The Hirer is not permitted to use any adhesive materials to secure signs, posters or decoration on any internal or external wall or floor surfaces. Nails, screws or any other fastenings must not be driven into, or attached in any way, to the walls, floors, timberwork, furniture or fittings. The Hirer is liable to Avalon Beach SLSC for full restoration and repair costs in connection with any damage resulting from this action.

Magnetic hooks are available upon request for the Hirer's use.

No ball games of any kind are to be played inside the Event spaces.

The Hirer may not supply or permit the use of coloured hairspray, body paint, glitter of any kind, rice or confetti, table scatters and crepe paper streamers. Additional cleaning charges will apply at Avalon Beach SLSC's discretion if such items have been used.

Smoke machines are not permitted in any area.

The Hirer must not erect any signs on, or outside, the premises without Avalon Beach SLSC's prior written approval.

Decorations are not to be placed on any fans, heaters or electrical fittings. The fans may not be operated if helium balloons or any installations on or near the ceiling are used for decoration.

The riding of bikes, scooters and skateboards is not permitted anywhere on the premises.

The Hirer is responsible for the cost of making good any damage caused to the premises, furniture or fittings during the course of the Hirer's use or occupation of the premises, including scratches on floors caused by items being dragged across floor surfaces. Table and chair trolleys are to be used where available.

The Hirer must report immediately to Avalon Beach SLSC any damaged or dangerous electrical fittings and ensure that steps are taken to prevent use of the same until repaired.

Avalon Beach SLSC may apply the Venue Bond to meet any costs reasonable and necessary required for repairs and making good any damage caused to the premises by the Hirer or the Hirer's guests.

## Furniture & Equipment

Avalon Beach 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, as a result of such furniture or equipment not being available for use at the time of the Event.

The setting up of tables, chairs, decorations and other equipment is the responsibility of the Hirer unless other arrangements have been made with Avalon Beach SLSC. Additional venue set up fees will be applied.

Club furniture and fittings must not be removed from the premises but are permitted on the balcony. Club furniture must be brought inside the venue and returned to an "as found" position by the Hirer at the conclusion of the Event.

Club furniture surplus to the Hirer's needs may be stored in the Hall of Champions, subject to available space to do so. The Meeting Room (not included in your hire) must always maintain a clear accessway of 1.2mtrs between the Bangalley Bar and the Meeting Room entrance door for emergency access to and from the Bangalley Bar. The Hall of Champions must always maintain a clear accessway of 2 mtrs.

Any deliveries are to be arranged for the day of venue hire and must be met by the Hirer. Early delivery may be arranged by agreement with Avalon Beach SLSC. Early delivery/storage fees will apply.

The Club is on call to provide emergency services 24hrs 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 Events and that once emptied the vehicles are to be moved and parked in the proper designated parking bays.

The Hirer shall not store any of the Hirer's own or supplied furniture or equipment upon the premises unless arrangements have been made with Avalon Beach SLSC.

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.

Avalon Beach SLSC is not responsible for any of the Hirer's property left upon or in the premises.

## Cleaning

The Hirer shall be responsible for the cost of any excess cleaning to the event space and other designated spaces used for the event that is above what is already included in the Venue hire. Avalon Beach SLSC will apply the Venue Bond to meet any costs reasonable and necessary for additional cleaning and waste removal.

If self-cleaning is permitted, the Hirer must, at the conclusion of the Event, unless otherwise arranged in writing:

- leave the premises in a neat and tidy condition free of dirt, grit, water, obstacles, etc to ensure the safety and convenience of future users of the premises.
- follow the self-cleaning instructions as issued by Avalon Beach SLSC including sweeping and moping the floor.
- remove all general waste and refuse from the premises and dispose of such garbage and refuse in the external bin facility located in the carpark.
- wipe clean and pack away Avalon Beach SLSC's furniture and equipment and return any items of furniture relocated to the balcony for the duration of the Event. to the Bangalley Bar.

## No Smoking / Naked Flames

Smoking is not permitted within any area of Avalon Beach SLSC which includes the first-floor balcony and lower concourse. The Hirer must not, or permit upon the premises any smoking, candles (candles in protective vases/containers permitted), naked flames, BBQs, or sparklers. Smoke machines may not be used.

## Emergency Procedures

Safety and security are of the utmost priority of Avalon Beach LSC. The Hirer must be aware of and observe the Emergency Evacuation Management Plan for the premises. This plan is located next to the Lift on Level 1.

The Hirer is responsible for ensuring that fire doors, emergency exits, corridors and the Hall of Champions are not obstructed. The Meeting Room must always maintain a clear accessway of 1.2mtrs between the Bangalley Bar and the Hallway for emergency access to and from the Bangalley Bar.

The Hirer is responsible for ensuring that smoke detectors or fire-fighting equipment is 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 the case of an emergency.

In the event of an actual or suspected emergency of any type or threat to the security Avalon Beach SLSC a representative of Avalon Beach SLSC may give a directive to evacuate the Avalon Beach SLSC and/or prevent people from entering the venue at its sole discretion. Such directives must be adhered to by all persons attending the event.



## Photography

Avalon Beach SLSC may use any photographs provided by the Hirer or their photographer for venue promotion on the Avalon Beach SLSC website, marketing material and any social media platforms. Additionally, Avalon Beach may request in writing permission from the Hirer to take photographs of their Event space set up to be used for promotional purposes as stated above.

## Assignment & 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 Avalon Beach SLSC.

The Hirer may at any time request for the Event booking to be assigned for the benefit of a third party. Any such request must be made in writing to Avalon Beach SLSC, and Avalon Beach SLSC will not unreasonably withhold its consent.

## Force Majeure

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 (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), such party shall be excused of venue hire to the extent such venue hire is so limited 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. Upon termination of this agreement, the Service Provider will retain the total deposit paid, and to be used in credit for a new event, provided the new event date is available for the Bangalley Bar and takes place within 12 months of the original event date.

## Indemnity

The Hirer and any service provider appointed by the Hirer uses and occupies the Avalon Beach SLSC at their own risk. The Hirer hereby indemnifies and agrees to keep indemnified Avalon Beach SLSC against all direct and consequential loss, damage, cost and expense incurred in relation to any actions, suits, proceedings, claims and demands which may be taken or made against Avalon Beach SLSC in relation to injury or death to any person or damage to any property arising directly from the use of Avalon Beach SLSC and its facilities by the Hirer.

## Public Liability Insurance

Avalon Beach SLSC recommends that all Hirers obtain their own Public Liability insurance.

Avalon Beach SLSC require all external suppliers engaged by the Hirer to have in place their own public liability insurance.

A current Public Liability Insurance certificate must be supplied for high-risk activities (e.g. contact sports), events or bookings that charge a fee, or as otherwise requested in writing by Avalon Beach 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 Avalon Beach SLSC.

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

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

## Limitation of Liability and Damages

Avalon Beach SLSC assumes no liability for circumstances beyond its control that prevent it from providing the services or otherwise fulfilling its obligations under the terms and conditions.

Avalon Beach SLSC assumes no liability for any loss or damage suffered by the Hirer, its employees or agents arising directly or indirectly from the provision of the services by it or by its third-party suppliers or arising directly or indirectly from the event.

The Hirer shall be responsible for the cost of making good any damage or loss caused to the Avalon Beach SLSC including but not limited to building, furniture, fittings and equipment arising directly or indirectly of and in the course of the event.

## Acceptance of Terms & Conditions

I have read, understood and accept these Terms and Conditions of Hire and acknowledge that I am authorised to do so and agree to abide by same.

Hirer Name:

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Hirer Mobile:

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Hirer Address:

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Event Name & Date:

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Signature & Date:

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