# North Haven Surf Lifesaving Club – Venue Hire Fees

# Terms & Conditions / Booking Form

I January 2022 to 30 June 2023

Phone: 83418543

Email: events@northhavenslsc.com.au

Hire Fees below subject to booking availability and confirmation. Note that a cleaning fee is added for multiple day usage (see T&Cs).

Hire Fees — Club Hall only (hot water urn / AV projector / pie-warmer)	Weekdays/ Weeknights Mon - Thu	Friday / Weekends
Life Members	Free	Free until 2pm Friday
		*Sat / Sun subject to availability (Free)
Patrolling Members	\$100	<b>\$100</b> until 2pm Friday
		*Sat / Sun subject to availability ( <b>\$200</b> )
Social & Gym Members	\$150	<b>\$150</b> until 2pm Friday
		*Sat / Sun subject to availability ( <b>\$200</b> )
General Public / Local & State Government	\$225	<b>\$225</b> until 2pm Friday
		*Sat / Sun subject to availability ( <b>\$275</b> )
Other volunteer or Not for Profit organisations	\$100	<b>\$100</b> until 2pm Friday
		*Sat / Sun subject to availability (\$160)

Hire Fees — Club Hall Bar open & staffed (access to pie warmer & cake fridge)	Weekdays/ Weeknights Mon - Thu	Friday / Weekends
Life Members	<b>Free</b> BYO RSA Bar Staff	Free until 2pm Friday *Sat / Sun subject to availability (Free - BYO Bar
Patrolling Members	<b>\$100</b> BYO RSA Bar Staff	\$100 until 2pm Friday  *Sat / Sun subject to availability  (\$200 - BYO Bar Staff + \$160 cleaning fee)
Social & Gym Members	<b>\$200</b> (x1 Bar Staff supplied)	\$200 until 2pm Friday  *Sat / Sun subject to availability (\$450) (x2 Bar Staff supplied, Saturday night hire requires cleaner next day)
General Public	<b>\$245</b> (x1 Bar Staff supplied)	\$245 until 2pm Friday  *Sat / Sun subject to availability (\$500) (x2 Bar Staff supplied,Saturday night hire requires cleaner next day)
Other volunteer or Not for Profit organisations	<b>\$200</b> (x1 Bar Staff supplied)	\$200 until 2pm Friday  *Sat / Sun subject to availability (\$400) (x2 Bar Staff Saturday night hire requires cleaner next day)

Hire Fees – Children's Parties (hourly rate – Children 12 and under)		
Club Hall only	\$55.00 per hour to a maximum of \$165 payable and no more than 5 hours duration in total.	
	(must be outside of café hours being open	
	Saturday 9-2pm / Sunday 9-2pm)	

Hire Fees—Whole Facility Friday night - Private Function	Hire Fees—Long Term Regular Use	
Includes x2 Bar Staff		\$2500
(Due to Friday night being regular meals night) 4pm until 11pm		
	Monthly use not exceeding 4 times per given month	\$150 per month

## Other Charges (as applicable)

Key/Remote/AV Cable Deposit (if required)	\$75.00
Bond – Low Risk	\$150.00 per hire
(Day events – non-members – with bar open, as deemed appropriate at the time)	
Bond – High Risk	\$250.00 per hire
(Saturday & Sunday night events – non-members - bar open, events that may attract a High Risk Bond are events such as milestone birthday parties 18 <sup>th</sup> , 21 <sup>st</sup> )	
Events such as these require BYO Security also)	
Lost Key Fee	\$55.00 per key
Non-complying hire cleaning fee (on-top of original fee)	\$200.00

### General Terms and Conditions Of Use

## North Haven Surf Life Saving Club

## (NHSLSC – hereafter referred to as the "Club")

### Setting Up, Packing Up And Cleaning

- Hirers shall leave the hired space including kitchens, toilets and other amenities in a condition suitable for use at all times. The setting up and packing away of the hired space is the responsibility of the hirer. Hiring times shall include the time required for setting up, dismantling, and cleaning etc. The hirer does not have access to the hall/rooms outside the approved hire period. The space can only be hired until the hour specified on the booking form. A call out fee may apply for NHSLSC persons to attend if the hirer is onsite before or after the booked time. Fees shall be paid by the hirer.
- Hirers shall return all tables, chairs and equipment to the state as found in each room before leaving.
- Hirers must leave all the hall, kitchen and foyer spaces clean and tidy on departure.
- A cleaning fee of \$255.00 applies to multiple day booking bookings (Midnight Thursday Midnight Sunday).
   A cleaning fee of \$166.00 applies to multiple day bookings (Midnight Sunday – Midnight Thursday).

#### **Applications**

Applications for hire are to be made on the Booking Form provided and must be signed by a person aged 18 years
or over. All required dates will need to be advised in writing prior to the booking. The hirer is responsible for centre
security, safety of guests and ensuring compliant supervision of all activities during the hire period.

#### **Cancellations**

- Any booking cancelled greater than 14 days or more of the scheduled booking date will incur a 15% cancellation fee.
- Any booking cancelled within 7 to 13 days of the scheduled booking date will incur a 25% cancellation fee.
- North Haven SLSC will work with the Hirer for alternatives if cancellations within 7 days of event are as a result of of SA Government Health Advice at the time.
- North Haven SLSC reserves the right to cancel a booking at any time due to any SA Government Health Advice relating to COVID-19 or, if in the Club's Board of Management – cancellation of booking is in the best interests of public health.
- If notification *is not* received and the booking is not utilised, or notification is received on the day of the booking, no refund will be given and the full amount is payable.

#### Please note that the Club reserves the right to:

- amend the conditions of hire, or the fees and charges. Please confirm prices and conditions at the time of booking.
- deny access to any individual or organisation (its members and/or staff)
- terminate any agreement, with any individual or organisation, (its members and/or staff) at any time.
- direct the hirer to alter their booking to allow for 'one off' community or emergency use incidents to support SAPOL, SAAS, MFS or SLSSA. NHSLSC would give suitable notice and assist to find an alternative time/space to best endeavours.
- in the event of a natural disaster or other catastrophic event, where the building is no longer available for hire, NHSLSC is under no obligation to honour a booking or compensate for its loss.
- in the event of a dispute or a difference arising as to the interpretation of conditions in this agreement, the decision of the President North Haven SLSC shall be final.

#### If any booking is cancelled due to:

- a public health order under <u>Emergency Declaration and Directions</u> or Part 12, Division 2 Public Health Act 2011 (SA); or
- a border closure, restricting access to or from SA for guests for the event. The hirer will be entitled to a full refund of amounts already paid towards the booking, or if the hirer prefers, the amount can be applied as a credit on the hirer's account, to be used for a booking in the same financial year.

### **ACTS, LEGISLATION AND REGULATION**

- The hirer declares they have read understood and shall comply with all relevant provisions and any other Acts or regulations, such as but not limited to the Food Act & the Public Health Regulation, Work Health and Safety Act, which may govern use of the Club.
- When operating a commercial activity and/or delivering services to persons under the age of 18 years you are legally required to comply with SA child protection legislation (Children and Young People (Safety) Act 2017. By hiring the North Haven Surf Life Saving Club (the Club), you declare that you have read, understand and shall comply with the SA child protection legislation as prescribed by the Department for Child Protection (SA). Please refer to SA Department for Child Protection regarding *Child Safety Laws and you* at this link.

#### The hirer shall:

- Be at least 18 years of age.
- Ensure that a responsible supervising adult is present during any underage function (the number of supervising adults will be determined by the size and/or type of the function).
- Provide a copy of the Certificate of Currency of a current public liability insurance policy to a minimum value of \$20 million with the booking form, if required or requested by the Club.
- Be responsible for the safety and conduct of every person in attendance at his or her event.
- Responsible drinking of alcohol is permitted within the hired space and is limited to the internal and external hired space provided you comply with SA legislation.
- Not be disorderly or display offensive behaviour, as it will not be tolerated by the Club or its neighbouring tenants.
- Provide at minimum 1 x accredited security guard for every 100 people attending or, for any 18<sup>th</sup> or 21<sup>st</sup> Birthday Party
- As a general rule, 18<sup>th</sup> Birthday parties are not normally supported
- Not allow patrons to consume alcohol outside the building in vicinity of the car park or public spaces that surround the Club. Do not allow anyone to provide alcohol to minors; it is an offence to do so.

#### Using the electronic fobs and disarming/arming the alarm system, the hirer shall:

- not attempt to enter any room or area of the centre other than those you have hired. A fee will be charged if the alarm is set-off and security finds it necessary to attend the venue.
- Upon leaving, lock the door of the hall then, if after hours, check the building is vacated, closing all windows and turning off the lights before leaving the building. Information on how to arm the alarm will be demonstrated to you.
- Fobs and/or security keys should be deposited in the after-hours key return box (post box by the club door), or returned on the next working day.
- Minimise noise of patrons entering and leaving the building, to prevent disturbances to nearby residents.
- Any fobs and/or security keys lost, damaged or not promptly returned will be charged an additional \$55.00 fee plus
  any rekeying fees when required, depending on the facility. Report any lost fobs immediately.

#### Inside the building and hall hired, the hirer shall:

- Take note of Fire Evacuation Plan displayed near the door in each room hired. Fire exit doors must be kept clear at all times.
- Respect other users and tenants within the building. Abide by the NO SMOKING policy inside the building.
   Smoking is permitted outside the building, when keeping at least four metre distance from doorways.
- Not tamper with any device or system designed for use in an emergency, such as fire alarms, fire extinguishers or fire hose reels. Fees apply if any tampering has occurred.
- Advise the your club point of contact if equipment is used in any way and the hirer will be charged the cost of
  inspection and repair and/or replenishing of equipment if used unnecessarily.
- Report any safety issues to the Club, or upon, return of the electronic fob/key.
- Not use glitter, confetti or similar inside the rooms or surrounding areas.
- Not use thumbtacks, staples, sticky tape or similar to fasten display material on walls.
- Be responsible for all damages caused by the placement or removal of decorations.
- Not drag chairs and tables across the floor. Always lift furniture or use the chair trolleys provided. If you cannot locate a trolley please ask a team member to assist you.
- Adhere to the hiring hours with all patrons leaving no later than 5 minutes after the booking expiration time.
- Be responsible for the security of the building throughout the hire period.
- Be responsible for the full replacement costs of any breakages or damages to the building, its fittings and contents (including equipment) and the surrounding grounds. Breakages must be reported before or upon return of keys.

#### Before Leaving Rooms and Kitchen the hirer shall:

- Remove all personal possessions from the rooms prior to returning the fob. There are no permanent storage
  facilities available in the venue and the Club holds no responsibility for possessions left or damaged at the centre,
  this includes but is not limited to items left in fridges, freezers and store rooms.
- Leave the room in a clean and tidy condition. All food, drink and rubbish are to be placed in bins provided, or removed from the room if bins are not provided. Tables are wiped down, and the room left in good order.
- Leave the kitchen area clean and tidy. Do not leave tea, coffee, sugar or milk behind. No food is to be left in the bar fridge. Food left in the fridge/freezer will be removed during staff inspections.
- Pay any additional cleaning fees if room, foyer and kitchenette are not left in order and a cleaner is required.

### Conditions of Hire – Multiple Use / Regular Hire

The following additional terms and conditions also apply to regular bookings that hire facilities or equipment. Recurring/regular bookings are only available subject to multi day large events.

#### The hirer shall:

- Abide by conditions as outlined in the above General Terms and Conditions of Use.
- Be provided the privilege of securing a regular booking on the understanding that from time to time, the user may
  be asked to alter the date, time or space provided to accommodate large events of significance to the community
  or to local community groups.
- Be provided with reasonable notice should the regular user be required to alter their booking for a large event. The Club and team members will work with the regular user to ensure the best possible alternative arrangements for their hire.
- On the Booking Form you must indicate that you have read, understood and agreed to abide by the Terms and Conditions as outlined above.

#### WiFi Use

By using our WiFi service, hereafter referred to as the 'Service', you hereby expressly acknowledge and agree that there are significant security, privacy and confidentiality risks inherent in accessing or transmitting information through the internet, whether the connection is facilitated through wired or wireless technology. Security issues include, without limitation, interception of transmissions, loss of data, and the introduction or viruses and other programs that can corrupt or damage your computer.

This Service is completely open to the internet and is not protected by any form of firewall, content filtering or anti-virus services. Users of this Service are strongly advised to ensure that they have anti-virus software installed, and firewall enabled, on any device they connect to this wifi network.

Accordingly use of the Service is subject to the general restrictions outlined below. If abnormal, illegal, or unauthorized behaviour is detected, including heavy consumption of bandwidth, the Club reserves the right to permanently disconnect the offending device from the Service.

**Service provided "AS IS."** This Service provides access to the Internet on an "as is" basis with all risks inherent in such access. The providers of the Service make no warranty that the Service or that any information, software, or other material accessible on the Service is free of viruses, worms, trojan horses or other harmful components. By connecting, the user acknowledges and accepts the risks associated with public access to the Internet and public use of an unsecured wireless network. No technical support will be provided to users of the Service.

Service provided "AS AVAILABLE." The Service is provided on an "as available" basis without warranties of any kind, either expressed or implied, that the Service will be unrestricted full internet access, uninterrupted or error-free, including but not limited to vagaries of weather, disruption of service, acts of God, warranties of title, non-infringement, NOR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No advice or information given by the providers, affiliates, or contractors of the service or their respective employees shall create such a warranty.

**Indemnity.** Under no circumstances shall the Club be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from user's use of or inability to use the Service or to access the Internet or any part thereof, or user's reliance on or use of information, services or merchandise provided on or through the Service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance. Further, you agree that North Haven Surf Lifesaving Club is NOT liable for any interception or transmissions, computer worms or viruses, loss of data, file corruption, hacking or damage to your computer or other devices that result from the transmission or download of information or materials through the Service provided.

On the Booking Form you will be asked to indicate that you have read, understood and agree to the Terms and Conditions as outlined above.

• Signatures or Digital Signatures required on the "North Haven Hall Hire" Application form.