



Hall Hire Agreement

Agreement
Form

Bunbury Rowing Club (Inc)
Club House
Queens Gardens

P.O. Box 151
Bunbury

I/We _____

Of _____

Contact Numbers: (Landline) _____ (Mobile) _____

Agree to hire the Bunbury Rowing Club Hall (the hall) on the _____ / _____ / _____

For the fee of \$ _____ (**Inclusive of GST**)

To secure the hire, the hirer shall pay immediately a **deposit** of \$ 100-00.
Until due performance of the Hirer's obligations under this agreement, the deposit will be held by the Club as security against such obligation.

A **Bond** (preferably cash) of \$ _____ will be paid when the key is collected for the hire.
The bond will be returned on return of the key and the satisfactory inspection of the hall.

The Hirer acknowledges that the Hall is hired upon the Terms and Conditions contained on the reverse hereto and that such apply to regulate the Hall hire.

EXECUTED AS A DEED the _____ day of _____ 20____

SIGNED BY: _____

in the presence of: Witness: _____
Signature: _____
Name: _____
Address: _____
Occupation: _____

Completed forms to be posted to: Hall Hire Bunbury Rowing Club
c/o Bev Seroka
22 Latrielle Road
Bunbury WA 6230

Cheques to be made out to: Bunbury Rowing Club Inc



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TERMS AND CONDITIONS OF HALL HIRE

Forfeiture of Bond:

In the event of any of the following, the deposit is forfeited to the Club:

- (a) Damage to any Club property, if the Hall is left open or any part of it not properly locked:
- (b) The lights, power and / or water are not turned off, with exception of the toilet cisterns:
- (c) The Hall is not left in a clean and tidy state:
- (d) The Hirer's property is not promptly removed by 12.00 pm on the day following the day of hire:
- (e) The Hall is not returned to a clean and tidy state by 12.00 pm on the day following the day of hire:
- (f) The kitchen, toilets and bar areas are not tidy and spills, waste food and garbage not removed by 12.00 pm on the day following the hire:
- (g) The keys are not returned by 12.00 pm on the day following the day of hire:

Recovery of Damages:

The Hirer is liable for the cost of all broken and / or damaged property of the Club so far as that exceeds the amount of the deposit paid. Such damages will be paid by the Hirer to the Club within seven (7) days of the Club delivering to the hirer an account for the repairs, replacement, cleaning or other work, the subject for the repair and/or replacement required to restore the Club property to its condition prior to the hire. The account delivered by the club to the hirer is final and the hirer shall pay the account immediately. In the event that the hirer objects to the account, it is a Term of the Hall Hire Agreement that the full amount of the account will first be paid prior to consideration of the objection.

Resolution of Disputes:

Any dispute as to the appropriateness or correctness of the account shall, upon receipt of payment of the account in full and written notice disputing the account, be referred to such person as shall be nominated by the Directors of Lighthouse Commercial Realty, Forrest Avenue Bunbury.

The Hirer shall with the notice of objection lodge a deposit of \$200.00 towards the cost of determination of the dispute. The Hirer will pay all fees for the determination of the dispute unless the account is held to exceed the amount properly recoverable by the Club by an amount exceeding 15% of the proper cost (as determined) of the Club.

Either party shall have the right to make written submissions including, copies of all accounts and documents to that person provided that such written submissions shall be made within seven (7) days of referral of the matter to the resolution process. The decision of the person nominated in accordance herewith, to determine the dispute will be final and binding on the parties without right of review and appeal.

The person determining the dispute will be deemed to be acting as an expert and not as an arbitrator and his decision shall be final and binding on the parties.

Cancellation:

- (a) A cancellation fee of 25% of the deposit applies if a booking is cancelled two months before the hire date.
- (b) If the Hall hire is cancelled within less than two months to the date of hire then there shall be no deposit refund unless another Hirer wishes to hire the Hall on the same day and on the same Terms, in which case only the 25% of deposit cancellation fee shall apply.
- (c) The Hirer acknowledges that the Club has no obligation to advertise or promote, actively solicit or otherwise find a replacement Hirer or Hirers for any such cancellation.

Access:

- (a) The Hall is available for the setting up of functions from 1.00pm on the day of hire.
- (b) The license of the Hirer to enter the Hall is restricted to the entrance foyer, staircase, hall and balcony and its facilities and the Hirer nor any of its guests has any right to enter on any other part of the premises.

Noise Control:

The Hirer shall maintain the noise emissions emanating from the Hall at levels so determined and governed by the City of Bunbury Council By-Laws. In any event, such noise emissions shall particularly take into account reasonable community expectations to peaceful occupation. Any breach of such standard shall cause forfeiture of deposit.

Licences, Permits and Consents:

The Hirer warrants and is responsible for the acquisition of all necessary licences and/or permits for the provision of alcohol to any person(s) attending the Hall, if alcohol is served. The Hirer acknowledges the Club has no responsibility for the obtaining of any licence, permit and/or consents from any local or authority for the function, service of alcohol or the proper conduct of the function.

Indemnity:

The Hirer shall indemnify and keep indemnified the Club from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgements, order, decrees, damages, costs, losses and expenses of any nature which the Club suffers or incurs in connection with the loss of life, personal injury or damage to property arising from or out of any occurrence in, upon or at the Hall during the hire by the Hirer or the use by the Hirer of the whole or any part of the Hall or to any person or to the property of any person using or entering on the Hall how so ever occasioned.

I/We acknowledge the hire is on the above Terms and Conditions:

Signature: _____

Date: _____



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Thankyou for choosing to hold your function at the Bunbury Rowing Club.

Listed below are some rules and useful hints when holding your function. Please keep to these guidelines as it assures we have a hassle free function.

Set-up

The hall is strictly speaking only available from Saturday midday for a Saturday evening hire. We also have a Members Evening every Friday night so the upstairs facility will be used and it will be cleaned at 7:00am on Saturday morning. However, we do realise that there is a lot of work in setting up for big functions so the following concessions are made:

- You can negotiate to pick up a key earlier (depends on bookings).
- Large decorations can be set up prior to the event provided we still have full access to the hall.
- Tables can NOT be set up before Saturday – it restricts access on the Friday Night and makes it very difficult to clean on Saturday morning. If you want to plan where everything goes you are welcome to arrange this prior to the event with the hall hire manager (again dependant on bookings).
- The Kitchen is strictly OFF LIMITS before your function as it is used to cook meals for the Members Night.
- Alcohol may be loaded in the designated fridges prior to the event, provided the following is understood:
 - We have had break-ins before and have security but we can not be held responsible for any theft.
 - No cooler boxes may be placed behind the bar prior to the event – it restricts access.
 - The fridge racks may not be removed – drinks must be removed from the packaging and packed onto the shelves (fridges have been damaged before).
 - Please be careful not to scratch the stairs / bar counter tops when bringing in and removing stock.
- Please make sure if you use balloons filled with helium that they are **tied down** and do not get tangled up in the overhead fans as they are extremely difficult to remove.
- Candle wax is not acceptable on our surfaces as it is very hard to remove; if you wish to have candles there must be something underneath to catch dripping wax.

On the Night

- The Rowing Club Function Room & Toilets are strictly **"No Smoking"!** Smoking is permitted on the balcony. As we are a sporting facility and coach junior athletes, we promote a healthy environment.
- Any **BROKEN GLASS & CIGARETTE BUTTS** that falls onto the **Grassed area** below the balcony is your responsibility. This is classed as removing your rubbish and if not picked up, the **Bond may be withheld.**
- Supply your own **rubbish bin liners** for ease of removal of rubbish.
- Make sure the hall is secure and alarm activated after your event.

After the event

- Clean all toilets, empty bins and wash floors. **(No waste products left PLEASE)**
- Leave stove top and oven **clean** after use.
- **SWEEP & MOP ALL** floors and stairs and leave free of food, broken glass, decorations, rubbish and any spills. You will need to change the water often to ensure the floor is clean.
- Please make sure that all doors and windows are closed and locked, tables stacked away, chairs stacked away and floors swept and washed and all lights switched off.
- Finally, please keep your appointment with the hall manager (for inspection and return of bond) and contact them if you are running late.

We have had many very successful celebrations at the Rowing Club and we hope you have a fantastic function at the best venue in Bunbury.