



# Helensburgh–Stanwell Park Surf Life Saving Club Inc

ABN 92 267 821 862

## Conditions for hire and use of Stanwell Park Surf Club for non-surf life saving activities

### Background:

Helensburgh-Stanwell Park Surf Life Saving Club Inc occupies the premises known as Stanwell Park Surf Club. The premises are vested in Wollongong City Council. From time to time when not required for Surf Life Saving activities, the premises may be hired for private functions or community use as set out herein.

The Club holds an On-Premises Liquor Licence which permits the Club to supply and serve alcoholic beverages for consumption within the upstairs area of Stanwell Park Surf Club. The Licence requires that food be available for patrons whilst alcoholic beverages are for sale. If a Hirer requires the supply and service of alcoholic beverages, the Hirer is responsible for providing or arranging an appropriate level of food for guests to meet the Club's obligations under the Liquor Licence. The Licence stipulates that alcohol sales will cease prior to midnight on Fridays and Saturdays, and prior to 10.00pm on other days.

In addition to these standard conditions special conditions may also be applied for any particular Hire Arrangement.

### Interpretation:

In respect of these conditions, the following word or words shall be interpreted to mean -

**"Club"** means Helensburgh-Stanwell Park Surf Life Saving Club Inc, a not-for-profit organisation incorporated under the *Associations Incorporation Act* (NSW) 1984 - registration number Y2151644.

**"Club's Duty Officers"** means Club members or other persons including licensed security officers, appointed by the Club to be in attendance at the Surf Club Premises during a Hire Period for the purpose of providing any service requested by the Hirer, including the dispensing of alcoholic or other beverages, or to ensure the security of the Surf Club Premises.

**"Premises"** means the building known as Stanwell Park Surf Club located at the eastern end of Beach Road, Stanwell Park owned by Wollongong City Council, and occupied by the Surf Club.

**"Hire Area"** unless otherwise specified means the main hall located at 1<sup>st</sup> floor level including the access stairway, balcony area, male and female amenities, kitchen and dance floor. The patrol room/radio room and bar servery is not included.

**"Hire Arrangement"** means an agreement in writing entered into between the Club and another person, company, club, group or organisation to hire or otherwise use the Stanwell Park Surf Club Premises for a specified period and for a specified purpose.

**"Hirer"** means the person, company, club, group or organisation, entering into a Hire Arrangement with the Helensburgh-Stanwell Park Surf Life Saving Club Inc.

**"Guest"** means any person invited by the Hirer or another Guest of the Hirer to attend an activity within the Surf Club Premises during the Hire Period set out in a Hire Arrangement, or any person or representative of a company or organisation engaged by the Hirer or a Guest of the Hirer to provide catering, decoration, cleaning, entertainment or any other service in connection with a Hire Arrangement.

**"Entertainment"** means a band, singer, comedian, artist, or other person and associated equipment engaged by, or in attendance at the request of the Hirer to entertain Guests during a Hire Period.

### Conditions

By entering into an arrangement with the Helensburgh-Stanwell Park Surf Life Saving Club Inc to hire or use the Surf Club Premises, the Hirer acknowledges and agrees to accept the following conditions:

**1 Application for hire:** All applications must be submitted on the Club's Application Form four weeks prior to the date of hire; applications with less notice will be considered but approval will be dependent on Club resources available at the time. All hire arrangements are subject to approval by the Club's Management Committee.

The Application Form must be completed in full. Information provided by the Hirer in the Application Form will be assumed by the Club to be accurate, truthful and frank. The Hirer acknowledges that the supply of false information will result in any approval to hire being withdrawn and any deposit or other payments made for the Hire will be forfeited.

**2 General restrictions on hire:** The Club reserves the right to decline any application and is not required to give a reason for its decision. All applications will be considered having regard to the conditions applicable to the Club's On-Premises Liquor Licence, and in accordance with the Venue Management Plan for Stanwell Park Surf Club.

The Hirer and all Guests are subject to all regulations applicable to the Club On-Premises Liquor Licence.

Applications for 18<sup>th</sup> and 21<sup>st</sup> birthday parties will not be accepted.

For functions where alcoholic beverages are required, the maximum number of guests is restricted to 120.

The Hirer is responsible for providing or arranging food to be available for Guests in accordance with obligations of the Club's Liquor Licence, viz food will always be available, either of a prepared variety, or of a frozen variety.

For other functions where alcoholic beverages are not required, the maximum number of guests is restricted to 150. Food may be provided but this is not essential.

**3 Hire Periods:** The minimum Hire Period is four hours charged at a base rate. For hires in excess of four hours, hourly rates will be charged for any subsequent time in 30 minute intervals.

Hires for less than four hours may be agreed to by the Club but will not necessarily be pro-rata of the four hour rate.

The Hire Period includes time spent by the Hirer (or caterer or entertainer, etc) for set up and dismantling and is not based on the advertised start and finish time of the function. 30 minutes after the finish time (end of Hire Period), the Hirer and all Guests must have vacated the Surf Club Premises and Surf Club car park area.

The Club's Liquor Licence stipulates the hours of trading and the Hire Period must not commence before 10.00am on any day, and must conclude by 12 midnight on Fridays and Saturdays and by 10.00pm on other days. Dispensing of alcoholic beverages will cease at 11.45pm on Friday and Saturday evenings, and at 9.45pm on other evenings. . On Friday and Saturday evenings, music and other entertainment must cease by 11.30pm, on other evenings by 9.30pm.

Guests will not be admitted / re-admitted to the Premises after 10.30pm on Friday or Saturday evenings.

**4 Fee for Hire:** A fee will be levied for hire or use of the Premises, in accordance with the Club's Scale of Charges.

The Fee for Hire must be paid in full 7 days prior to the date of hire.

A deposit of 20% is required to secure a booking and is payable within 14 days of notification of approval to hire being sent to the Hirer.

**5 Other charges:** In addition to the fee for hire, the Hirer must pay for any additional services requested such as supply of alcoholic and other beverages, use of BBQ, decorations, etc. These charges must be paid 7 days prior to the date of hire.

The Hirer may request additional services during the Hire Period but the cost of such must be paid for in cash or by credit/debit card (cheques will not be accepted).

If the cost of any additional services is subsequently determined to be less than that paid by the Hirer, the Club will refund the difference to the Hirer.

**6 Bond:** The Club may require the Hirer to pay a cash bond, or to pay by credit/debit card up to 24 hours prior to the commencement of the Hire period.

The Bond will be refunded by either Club cheque or EFT to the Hirer within 3 days of the date of the Hire subject to a check of the Premises confirming there has been no damage to the Premises or loss or damage to equipment.

If damage or loss is discovered, the Hirer will be contacted and discussions entered into regarding arrangements for replacement or repairs; portion or all of the Bond may be claimed by the Club towards restitution.

The Bond may also be forfeited in full if the Hirer or a Guest fails to comply with reasonable directions of the Club's Duty Officers, or if the Premises are not vacated at the agreed time, or the Premises are not left in a clean and tidy condition.

**7 Changes to agreed arrangements:** The Club will charge an additional fee equivalent to the time (at an hourly rate or part thereof) spent by Club officers if changes are requested by the Hirer after a Hire Arrangement has been entered into.

Requests to change the Hire Arrangements with less than 7 days' notice will be met as far as reasonably practicable but cannot be guaranteed. In addition to time incurred by Club officers to effect the changes, any additional costs incurred by the Club from suppliers will be payable by the Hirer.

**8 Cancellation:** If a booking is cancelled by the Hirer less than 72 hours prior to the commencement of the Hire Period, the Club will retain 50% of the hire fee. If the booking is cancelled more than 72 hours and up to 7 days in advance, the Club will retain 20% of the hire fee (equal to the deposit), and will be entitled to seek re-imbursment of any foregone expenses incurred specifically for this Hire Arrangement.

**9 Hire is at the Hirer's risk:** The Club will not accept responsibility for any harm or injury to the Hirer or a Guest whilst at Stanwell Park Surf Club, or for any loss or damage to property or goods belonging to the Hirer or a Guest during the Hire Period.

The Club will plan and schedule appropriate arrangements to make the Premises available for the Hire as agreed between the Club and the Hirer. If, after a Hire Arrangement is in place, unexpected circumstances arise that will prevent this arrangement proceeding, the Club will make every reasonable endeavour to supply the agreed services, and as necessary will consult with the Hirer in an endeavour to achieve a mutually agreed alternative. The Club however will not accept responsibility for any expenses incurred by the Hirer or Guests of the Hirer as a result of its inability to supply the agreed services.

The Club will not accept responsibility for any expenses incurred by the Hirer or any Guests as a result of the Club deciding to cancel a Hire Arrangement as a result of incorrect or inaccurate information provided by the Hirer in the Application to Hire, as a result of changes to the original arrangements requested by the Hirer, or as a result of information coming to the Club's attention that proceeding may result in a breach of the NSW Liquor Regulations or the conditions of the Club's Liquor Licence or may require a re-assessment of Risk Management Strategies identified at the time of Approval to Hire.

**10 Hirer is responsible for damage to the Premises:** The Hirer will compensate the Club for any damage to the Premises, or any loss or damage to any Club property or equipment within the Premises, as a result of a Hire Arrangement by either cash payment or by other means as mutually agreed between the Club and the Hirer.

**11 Security and wellbeing of Club personnel and Guests:** The Club may appoint up to four Club members to act as "Duty Officers" and may also engage Licensed Security Personnel as a condition of a Hire Arrangement of the Premises.

The Hirer may be required to provide the names of all Guests attending the Premises so that admittance to the Premises can be restricted to "invited guests",

The Hirer will be required to provide the names of Guests under 18 years of age, and may be required to provide identification tags or wristlets for guests to alert bar staff who is entitled to purchase and consume alcoholic beverages.

All Guests may be required to produce a form of photo identification showing their name and date of birth.

The Club Duty Officers will have absolute right to act on behalf of the Club in application of the Conditions herein and acting in any way reasonably necessary to ensure the wellbeing and safety of its Duty Officers, the protection of Club property and equipment, or to comply with its Liquor Licence and other relevant Statutes.

The Duty Officers will also have absolute right to take any action reasonably necessary to ensure the safety of the Hirer and Guests.

Licensed Security Personnel may be engaged to control admittance of Guests to the Premises, and monitor the Premises and Guests so as to ensure compliance with the Club's Liquor Licence.

The Club Duty Officers and/or Licensed Security Personnel may at any time contact and request the assistance of NSW Police Officers if in their opinion the behaviour of any person so warrants.

**12 Entertainment:** The Hirer will provide full details to the Club at the time of booking of any entertainment which has been or may be arranged to be in attendance during the Hire Period.

Entertainment which could be regarded as offensive, lewd, or unethical will not be permitted.

Bands and other artists will be required to maintain sound at a level such that will not cause complaints from residents living in the vicinity of the Premises.

The Club's Duty Officer/s will if considered necessary, request the Hirer to reduce the sound level or otherwise restrict or cease any entertainment which in their reasonable view is likely to cause a complaint to be made.

**13 Noise and other inappropriate behaviour:** If any activity attracts adverse attention from NSW Police, Wollongong City Council or any other social control agency, or if a breach of any Statute occurs during the course of the Hire Period, the Hire will be terminated immediately and the Hirer and Guests will be required to vacate the Premises immediately. The Bond will be forfeited.

**14 Right to terminate hire:** The Club reserves the right to terminate the Hire before the appointed time if circumstances reasonably warrant such action being taken. The Hirer accepts that s/he will have no claim against the Club if such action is taken.

**15 Right to deny access to Premises:** The Club reserves the right to deny access to the Premises to any person irrespective whether they are the Hirer or a Guest, or to request the Hirer or a Guest to vacate the Premises if circumstances reasonably warrant such action being taken. This particularly applies to persons who appear to be affected by alcohol or drugs.

**16 Drugs:** Any person who appears to be affected by or in the possession of narcotic or other drugs will be refused entry, or if on the Premises, will be asked to vacate the Premises immediately; failure to do so will result in NSW Police being contacted and requested to attend.

**17 Alcoholic beverages:** The Club reserves unto itself the sole right to supply and dispense all beverages, both alcoholic or non-alcoholic beverages, for consumption by the Hirer or Guests. BYO alcohol is not permitted.

Alcoholic beverages will be served from the Club's Bar Servery by Club Duty Officers who hold Responsible Service of Alcohol certificates.

The Club further reserves the right to dispense only alcoholic and/or non-alcoholic beverages of its choosing.

**18 Service of Alcoholic Beverages:** In accordance with the Club's Liquor Licence, the *Liquor Act* (NSW) 2007, the associated Regulations, and the principles of Responsible Service of Alcohol, the Club reserves the right to refuse to serve alcoholic or other beverages to the Hirer or any Guest, or to discontinue dispensing beverages to the Hirer or any Guest, or to suspend or terminate the dispensing of all beverages to all Guests at any time during the Hire Period, if the Club's Duty Officers consider circumstances so warrant this action.

Alcoholic beverages must only be consumed within the Premises. Alcohol may be consumed on the balcony area but cannot be taken downstairs, onto the beach, grassed area or into the car park area.

The Club's Liquor Licence does not allow "take away" sales of alcoholic beverages.

Alcoholic "shots" and/or double spirits are not served as part of the Club's Policy on Responsible Service of Alcohol.

Alcoholic beverages will not be sold or supplied to a Guest under 18 years of age, or sold or supplied to the Hirer or another Guest seeking to obtain alcohol for a Guest under the age of 18 years. Any person detected or reasonably suspected of obtaining for or supplying alcohol to a person under 18 years, or any person under 18 years detected consuming alcoholic beverages, will be asked to vacate the Premises immediately.

Any person who in the opinion of the Club Duty Officers is or becomes intoxicated will be refused service and asked to vacate the Premises immediately.

Failure to vacate the Premises for offences in the preceding two paragraphs, will result in the NSW Police being contacted and requested to attend.

BYO alcohol is not permitted, and the Club reserves the right to confiscate and retain any alcoholic or non-alcoholic beverages brought onto or into the Premises by the Hirer or Guests except where specific prior written approval has been given by the Club, for example a limited quantity of a special product or brand for "toasts" or other specific purpose.

**19 Smoke free environment:** The interior of the Club building is a smoke free environment. Smoking is not permitted on the eastern balcony area, the eastern stairway, or the area near the First Aid Room at ground level. Smoking is not permitted outside the Club building within 4 metres of the entrance gates.

Persons detected smoking in the above areas will be asked to cease immediately.

The Club may retain the Bond if persons are identified smoking within the building, including kitchen and amenities.

**20 Cleaning up and removal of rubbish:** The Hirer is responsible for placement of all rubbish in bins provided, and for generally cleaning up prior to vacating the Premises. The kitchen must be left in a clean and tidy condition, all cutlery and crockery washed and stored away, and all food and associated rubbish removed from the Premises.

Failure to leave the Premises in a clean and tidy condition will result in an additional cleaning fee of up to \$200.00 being charged.

**21 General:** The Club reserves the right to decline to accept any application to hire the Premises, or to impose additional conditions to those set out above.

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