**Venue – Hire Agreement**

1. This agreement is made between the White Hills Bowls Club Inc. *(the “Club”)* and

 **\****(Insert name)*

1. The following application is made for:

Hiring Date  Start Time No Hours

Set Up Time:       No Guests       Bar Y/N

Kitchen Y/N       Catering required Y/N

Optional: Greens Hire Y/N

Additional Information:

1. Subject to the terms of this Hire Agreement, the club agrees to grant you use of the Venue.
2. You agree to pay $       for the use of the Venue **(Fees)** *(Refer to Hire Charges List)*
3. You agree to pay $       as the **Bond.** *(Refer to Hire Charges Sheet)*

By signing this Hire Agreement, you agree that you have read, understand and agree to be bound by the Terms and Conditions which govern the use of the White Hills Bowls Club Facilities for private hire.

**Executed for and on behalf of the Hirer: \**(Signature)***

**ID: \****(Licence #)*

 ***Hire Charges***

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **$ Amount**  | **Date Paid** | **Club Receipt / Reference** |
| Bond |       |  |  |
| ***Booking Fee*** |
| Hall Hire |       |  |  |
| Kitchen Hire |       |  |  |
| Greens Hire |       |  |  |
| Barefoot Bowls |       |  |  |
| BBQ Hire  |       |  |  |
| Catering by WHBC |       |  |  |
| Other |       |  |  |
| **TOTAL** |       |  |  |
|  |  |  |  |
| **Deposit Paid** |       |  |  |
| **Bond Paid** |       |  |  |
| **Balance Paid** |       |  |  |
|  |  |  |  |

|  |
| --- |
| **Refund of Bond:**  |
| *To enable the refundable bond to be returned by EFT, please include bank your details.* |
| Bank BSB:       |
| Account Number:       |
| Account Name:       |

**Conditions of Hire**

1. **Application**
	1. You must complete, sign and submit to the club the Application Form for the use of the Venue, for approval by the club*. (Electronic completion and forwarding will be acceptable as a signature)*
	2. The “Application Form” and these “Conditions of Hire” together, form **the Hire Agreement.** By completing, signing and submitting the Application Form, you accept these Conditions of Hire.
	3. The club has the right to accept or reject the Application Form, for any reason, at its sole discretion.
	4. In the event that your Application Form is rejected, all monies paid by you to the club, will be refunded to you immediately.
	5. You agree that the Venue will at all times remain the property of the Club and under the control of the club.
2. **Fees and Bond**
	1. The Fees/ Bond for the use of the Venue must be paid at the time of submitting the Application Form, in accordance with the payment methods advised by the Club, unless otherwise agreed by the club.
	2. You may not be entitled to access the Venue until the Fees / Bond have been paid in full.
	3. The Bond (where applicable) is provided by you as security for the performance of your obligations under this Agreement and your use of the Venue.
3. **Cancellation**
	1. You may cancel or reschedule your booking by giving written notice to the club at any time before the start of the Hire Term.
	2. If you give the club notice that you wish to reschedule your booking, the club cannot guarantee that your preferred rescheduled time will be available.

Upon the club receiving notice of the cancellation of the booking, any bond paid by the hirer shall be refunded in full, and

* Where notice has been received by the club not less than one month before the date of intended use, 100% of the booking fee shall be refunded.
* Where notice is received by the club not less than 14 days before the intended date of use, 50% of the booking fee shall be refunded.
* Where notice is received by the club less than 14 days before the intended date of use, the whole of the booking fee shall be forfeited to the club.
* Provided that in exceptional circumstances, the club, upon application by the hirer, may consider refunding the whole or some other portion of the booking fees as it may, at its discretion, determine.
	1. The club may cancel the booking by giving written notice to you at any time before the start of the Term, if:

(i) the club becomes aware that any event, good or service proposed to be held or provided by you, may damage the club’s reputation; or

(ii) the Venue becomes unavailable for any reason.

(iii) In this event any booking fees or bond paid by the hirer shall be refunded by the club in full.

1. **Condition of the Venue**
	1. The club makes no warranty or representation to you about the condition of the Venue or its suitability for any use or purpose.
	2. You acknowledge that you have inspected the Venue and you have not relied on any warranty, representation, statement or documentation made or provided by the club (including in relation to the fitness for any use or purpose of the Venue).
2. **Use of the Venue – General**
	1. You agree to comply with the club’s reasonable instructions and directions when using the Venue.
	2. Your use of the Venue is at your own risk at all times.
	3. The club will not be responsible for the acts or omissions of any of your personnel, contractors or invitees. It is recommended that you ensure all contractors have public liability insurance.
	4. You must not make any changes or alterations to the Venue without the club’s prior written consent. Nothing is to be attached to the walls, floors, curtains or any part of the building, nor signs, scenery etc. be erected without the club’s written consent.
	5. You must not do or allow to be done on or in relation to the Venue, anything which may or does cause damage or loss.
	6. No sales of any kind are permitted without the club’s prior written consent.
	7. Sub-letting of the Venue is not permitted.
	8. Only those persons authorised by the club will be entitled to access to all parts of the building in which the Venue is situated.
	9. You acknowledge that the Venue is in a residential area and that all persons attending the Venue must refrain from any behaviour which could be reasonably construed as disturbing the neighbours or infringing on a person’s property and/or rights.
	10. You are only permitted to access the Venue and its accompanying amenities; this access does not extend to any other property owned by the club.
	11. You must ensure all cars are parked in the designated car park or on the street. Parking on the lawn or nature strip is not permitted.
	12. Any vehicle parked near the venue, is the sole responsibility of the owner.
	13. The club may provide you with entry swipe cards, codes or keys to the Venue and you agree to keep these confidential, safe and secure. You will be liable for any lost keys, cards and changed locks.
	14. Smoking and the use of recreational drugs is not permitted at the Venue.
	15. The Venue is not to be used for any immoral purpose.
	16. You agree to immediately notify the club of any injury at, or damage to, the Venue arising out of your use of the Venue.
3. **Kitchen Facilities**
	1. If kitchen facilities are to be used, all appliances must be left in a clean and tidy condition.
	2. No food or drink may be left in the Venue and/or accompanying amenities.
	3. All rubbish must be removed from the Venue and placed in the appropriate bins.
	4. The refrigerators and freezers are to be left switched on.
4. **Planned activities or entertainment**
	1. Any planned activities or entertainment must be submitted to the club for approval prior to the start of the Term.
	2. Entertainment that is not in keeping with the club’s values and standards will not be permitted.
	3. Noise must be contained within the requirements of the local council. Music must cease at midnight on Fridays and Saturdays, 10:00pm on Sundays and 11:00pm on all other days.
	4. It is your responsibility to obtain any necessary permits from the relevant authorities as required for planned activities or entertainment. i.e. Victoria Police.
5. **Alcohol**
	1. The White Hills Bowls Club Inc holds a restricted Club Liquor Licence and approval for the consumption of alcohol may be withheld at the club’s absolute discretion.
	2. **NO alcohol** is to be brought onto the property.
	3. The club will provide accredited staff to man the bar at all times.
	4. You must comply with all applicable liquor laws at all times, including providing/ purchasing alcohol for guests under 18 years of age.
6. **Insurance** *[NB: this applies to hirers who are income / revenue raising only]*
	1. You agree to effect and maintain public liability insurance for an amount of not less than $10 million per occurrence and to provide a certificate of currency to the club prior to the start of the Term.
	2. You agree to keep this policy in force for the duration of the Term.
7. **End of Hire Term**
	1. At the end of the Hire Term, you must immediately vacate the Venue and return all keys and/or where applicable, all entry swipe cards to the club.
	2. The Venue is to be left in the same condition as you found it, including:
		* 1. chairs are to be stacked neatly or returned to their original position; tables are to be returned to their original position;
			2. all rubbish is to be removed from the Venue;
			3. toilets are to be cleaned and swept;
			4. security alarm to be reset and all external doors are to be locked.
	3. You agree that if you leave any of your property at the Venue behind at the end of the Term, you agree to collect your property within 48 hours, failing which, and to the maximum extent permitted by law, the club may dispose of the property at the club’s discretion.
	4. If the club determines that you have caused any damage or loss (excluding fair wear and tear consistent with the normal use of the Venue) to the Venue or if the club suffer or incur any costs in connection with any of your property left at the Venue, the club may retain the whole or any part of the Bond to remedy the damage or recover the club’s costs.
	5. Subject to sections 3c. and 10d. above, the Bond will be refunded to you in full after the end of the Term
	6. In the event that there has been loss or damage to the premises and the cost of rectifying such loss or damage is in excess of the amount paid by the hirer by way of a bond, you agree that the club may retain the whole of the bond. You further agree to pay to the club, the cost of any loss or damage exceeding the amount of the bond.

**11. Liability** *(NB: this applies to hirers who are income and/or revenue raising)*

* 1. Despite anything to the contrary, to the maximum extent permitted by law, the club will not be liable for, and you waive and release the club from and against, any liability arising from or connected with your use of the Venue.
	2. Despite anything to the contrary, to the maximum extent permitted by law, you are liable for, and indemnify the club, in respect of any liability that the club may suffer or incur or otherwise become liable for, arising from or in connection with:
1. you, or your personnel’s, contractors’ or invitees’ use of the Venue;
2. any acts or omissions of you, your personnel, contractors or invitees;
3. any property loss or damage, or personal injury or loss, arising from or in connection with your use and occupation of the Venue; or
4. any breach by you of this Hire Agreement.
	1. This clause will survive the termination or expiry of this Hire Agreement.

**12. General**

1. This Hire Agreement is governed by the laws of the state in which the Venue is located.
2. In the case of any disputes arising, the club’s decision will be final.
3. If GST is payable on any supply made under this Hire Agreement, the recipient of that supply must pay an amount equal to the GST payable on the supply at the same time that the consideration is to be provided under this Hire Agreement.