



# Manly Yacht Club

## Venue Hire Terms & Conditions

Updated 18-Jun-11

### 1. Use of the facility

The hirer is to ensure that nothing is permitted which is disorderly or unlawful in connection with the use of the venue. The hirer shall, while on the premises, abide by the directives of Manly Yacht Club Director's and Venue Manager. MYC reserve the right to ban and/ or have any person/ group removed from the premises where that person has, or is likely to cause injury/ damage to other persons or property, or behave inappropriately.

The venue can seat up to 85 guests or is suitable for standing functions of up to 150 people maximum.

All functions are to cease, music is to be turned off and guests must leave by 11:30pm, this is non negotiable. Hirers and staff **MUST** leave the premises by 12.00 am at the latest.

The area available for hire includes the foyer, hall with bar area, upper balcony and kitchen inside Manly Yacht Club only. The boat storage area, pontoon and jetty are not available for access or for dropping people off by boat, this is a members only area. The area outside of the club including the around the entrance to the club is Public Land and the Skiff Club have a lease for priority use from Manly Council.

### 2. Care of Premises

- The premises and facilities must be left in a reasonably clean and tidy condition by the hirer prior to vacating the premises.
- The kitchen and bar area, worktops, oven, microwave, fridges, freezer and equipment shall be wiped down and all food and beverages removed.
- All rubbish and recycling **MUST** be disposed of in the appropriate bins outside the door on the lower level using the suitable recycle bins appropriately.
- At the end of the function all furniture will be returned to the hall.
- All doors and windows shall be closed and locked.
- All lights turned off and security alarm reset.
- Any item left in the club is at your own risk.
- Failure to comply with any of these conditions could lead to additional charges.

### 3. Damage and Repairs

The hirer will be responsible for any expense in connection with repairs, breakages or loss of equipment and improper use of safety equipment and or cleaning which may become necessary as a consequence of the booking.

MYC reserves the right to determine the cost of any damages and/or extra cleaning necessary, above and outside what is normally expected following usage of the venue. This in particular relates to liquid/wax spilt on carpets/flooring and damage to chairs and tables. In the instance of liquid/wax

spilt on carpets the additional cleaning cost is in the region of \$330 in GST will be charged to the hirer. Chair covers will be charged at approximately \$100 per chair for repair. We reserve the right to bill the hirer on their credit card for additional costs.

Furniture from the hall may be moved to other areas inside the club during functions. All furniture must be returned to the hall at the end of the function and before the cleaners arrive otherwise additional fees will be incurred. Indoor blue chairs must not be stacked as they have a delicate covering. \$200 will be charge for a lost security key.

#### **4. Insurance**

The hirer if an incorporated body must have a public liability insurance policy noted, endorsing the venues interest in the function. The hirer should have their own insurance for any items of value brought into the venue.

#### **5. Music and Noise**

Music and noise are to be restricted to a reasonable level. All music and noise must cease by 11.30 pm or the bond fee will be forfeited. The noise restriction is a Council requirement for the club. The level of noise emission from any Moby Disc, DJ or activity within the facility shall not exceed normal background noise level when measured at the nearest boundary of any residential property or by MYC security staff. Live amplified music (including drums, pipe bands and brass bands) is not permitted as part of regulations imposed by Council. MYC and Security Staff have the authority to adjust or turn off music at their discretion.

#### **6. Property**

The Club or Managers are not responsible for any loss or damage to any property belonging to either the hirer or any person in the facility at the invitation of the hirer. The hirer is not permitted to remove or relocate any property or items in the Venue not belonging to the hirer without written consent from the venue manager and venue.

The Hirer is responsible for all belongings and items brought into the club in connection with their function.

#### **7. Uncollected Goods & Hire Equipment**

All items of property owned by the hirer must be removed from the venue on or before the agreed vacation time unless special arrangements have been made.

Any goods left in the premises after occupancy may be removed and disposed of at the discretion of the venue manager without compensation to the owner or person responsible.

#### **8. Caterers & Self Catering**

Venue management reserve the right to refuse any caterer access to the building if they believe that their actions may cause damage or loss to MYC.

It is the responsibility of the hirer to arrange access to the Club for delivery and removal of hire equipment. The club is normally only staffed during sailing events.

#### **9. Decorations**

Decorations may only be put up with proper permission by the Venue Manager, please discuss this in advance. The hirer shall not affix nails, screws, bills, tape, decorations, bunting or draping which in any way defaces the building or premises.

#### **10. Naked Flames**

Naked flames e.g. candles are not permitted at MYC. A suggestion is if having decorations to utilise storm candles and prevent wax spilling on carpet/flooring.

#### **11. Safety**

No items shall be placed in front of or obstruct clear access to the fire exits. Due care must be taken by guests.

Hirer, guests and staff are confined to the upper level in the club except for access to the bins downstairs. Access to the boat storage, offices, and pontoon are not permitted unless agreed prior to the event by the Venue Manager. Vessels are not permitted to drop off guests on the pontoon.

#### **12. Children**

Children on the premises are to be supervised at all times by a responsible adult. Hirers must ensure that children are not placed at risk upon entering or leaving the venue grounds.

#### **13. Animals**

No pets or animals are allowed in these premises.

#### **14. Licensing**

A responsible service of alcohol policy applies at all times. No persons under the age of 18 years shall be served with or allowed to consume alcoholic liquor. No alcohol is to be consumed outside the premises or in public areas. The hirer or hirers shall be responsible for the good conduct of those attending the function.

#### **15. Prohibitive Substances**

The hirer is not permitted to take into or use the following substances within the venue and grounds:

- Any type of firework or flammable substance
- Any chemical deemed toxic or dangerous.
- Smoking is not permitted in the Club room or in any indoor areas, or on the balcony of MYC.
- Guests are asked not to leave the venue to smoke outside the club

#### **16. Breach of Agreement**

The Club and Venue Manager reserves the right at their discretion not to approve any application or to cancel the agreement at any time for any breach of policy or procedure. Failure to comply with the requirements of this policy will be regarded as a breach of agreement, giving the venue the right to sue for recovery of any amount due or to cancel all or any such future bookings.

#### **17. 18<sup>th</sup> & 21<sup>st</sup> Birthday parties**

There will be no 18<sup>th</sup> or 21<sup>st</sup> birthday parties.

#### **18. Security**

Security for your event will be provided by a security company selected by MYC. Security is at discretion of the Venue Manager, all evening events and events with music require security. If additional security is required an additional fee will be charged. If clients don't leave the venue at the allocated time an additional security fee and venue hire fee will be charged after the event and taken from your credit card. It is your responsibility to leave on time.

### **19. Observance of Booking Period**

Observation of the allocated booking times is important. The venue must be vacated on or before the agreed time otherwise additional fees may apply.

### **20. Confirmation of Booking**

Confirmation of booking must be made in writing with the venue hire fee within 7 days of the original reservation. Otherwise management reserves the right to allocate the venue to another client. The booking form with payment is required before the booking is confirmed.

### **21. Billing and Terms of Payment**

Half payment of the venue hire fee is required to confirm your booking. The payment must be made by Bank Cheque, Cash, Credit Card or Direct Lodgement. The outstanding balance with security, cleaning and any other fees is required no later than 30 days prior to your function. If the outstanding is not received by this time the MYC reserves the right to cancel the booking and the deposit will be forfeited. Cheques must be made payable to Manly Yacht Club. We require credit card details for your bond. A \$1000 bond will be held on your credit card, which will only be accessed if you break any of the terms & conditions of the club.

### **22. Cancellation**

In the event of a cancellation the following fees will apply:

- Notice of 90 days or more – 90% of fee refunded
- Notice of 60 to 89 days – 50% of fee will be refunded
- Notice of less than 59 days – no refund.

### **23. Fees for Hire of MYC Venue**

#### Saturday functions:

1 Oct to 31 May \$2000 inc GST, plus Security & Cleaning

1 June – 30 Sept \$1300 inc GST, plus Security & Cleaning

#### Sunday to Friday functions:

\$600 inc GST, plus Security & Cleaning

(The club is not available on Friday evenings during daylight saving)

Members      A special rate applies please check for details

Functions that over run the booked time will be charged \$220 per hour or part hour for security and venue hire (other fees may also apply).

#### Other Fees

\$300 inc GST    Venue Cleaning

- \$330 inc GST Security (all parties & weddings) Fees higher on Public Holidays
- \$165 inc GST PA system without microphone, CD player indoor and outdoor speakers (can be connected to iPod etc but cables not included)
- \$195 inc GST PA system with microphone, CD player indoor and outdoor speakers (can be connected to iPod etc but cables not included)
- \$200 inc GST White drapes for use in hall and/or balcony

GST of 10% has been included in prices quoted. Prices are subject to change without notice, and will be confirmed at time of booking. Quotes are valid for 30 days.

**In hiring the MYC Venue you agree to MYC Venue Hire Terms and Conditions.**