Terms and Conditions for the Black Rock Sports Club (BRSC)

1. Venue Hire:

The Base hire fee for the venue is \$400 plus extra staff costs and this base hire fee is for the exclusive hire of the club venue including the area common to the bar and includes the use of the kitchen and the BBQ and the surrounding area. It does not include use of the bowling greens or en-tous-cas tennis courts unless permission is granted from the Bar Manager.

In certain cases, for example short hire events that don't require use of the bar, the base hire fee may be changed by the Bar Manager. In circumstances where exclusivity of the venue cannot be granted or where the hirer wishes to make another arrangement the costs for this hire will be at the Bar Managers discretion.

2. Exclusivity of Venue:

BRSC cannot offer exclusive hire on public holidays or Friday nights during summer. For families wishing to have parties at the club and use the grass courts as a play area for children this needs to be communicated to the Bar Manager. In some cases, these courts will be used by the members of the club and club members will hold priority. However, families or hirers who are not members may hire these courts for kids play at the normal hire fee of \$40 per hour per court. (please note that social membership does not include court hire – see details on our website).

3. Booking:

A non-refundable Deposit of \$100 is payable with your booking form to confirm the booking date and time. No bookings will be considered booked until the \$100 booking fee has been paid.

4. Damage and Cleaning Bond:

\$300 Damage and Cleaning Bond may be required 14 days prior to any Venue hire arrangement and is solely at the Bar Managers discretion. This bond is to ensure that any damage or cleaning fees occurred during the venue hire are paid by the hirer. The Damage and Cleaning Bond will be fully refunded to the hirer at the completion of their event assuming that no damage or extra cleaning is needed. Any additional repairs, damage or cleaning that is required as determined by BRSC management will be deducted from the bond.

5. Birthday Parties:

BRSC does not hire the club for 18th or 21st Birthday parties. Hire of the function room for Birthday Parties aged 13 – 16 requires engagement of Professional Security Staff who must be present for the entire function. Professional Security must be arranged to the satisfaction of the Bar Manager by the hirer.

Venue Hire for 13th and 14th parties:

Maximin of 100 children up to and including the age of 14. Base hire cost is \$400 + extras staff + Damage and Cleaning Bond of \$300 (pre-hire costs incl. deposit come to \$400) which must be paid 14 days prior to the event. The club requires you to have full Security which must be either arranged personally or organised through the Bar Manager.

Venue Hire for 15th and 16th parties:

Maximin of 100 children up and including the age of 16. Base hire cost is \$1000 + Damage and Cleaning Bond of \$300 which will be taken when \$100 deposit is paid (pre-hire costs

incl. deposit come to \$400). The club requires you to have full Security which must be either arranged personally or organised through the Bar Manager.

6. Service of Alcohol & Use of the Bar:

As a condition of its Liquor Licence, BRSC is required to adhere to the guidelines for the Responsible Service of Alcohol (RSA). These laws must be observed by BRSC and any Hirer of the Club facilities. It is an offence to bring drinks of any kind on to licensed premises or to consume alcohol in the Club House surrounds including the car park.

7. Staffing:

Bar staff will be provided based on number of guests. Additional Bar Staff may need to be hired at the expense of the hirer as follows: The hire price includes bar staff to serve 50 guests. Additional bar staff are required for larger events at an additional cost to the hirer. Extra staff costs for any function that requires more than 1 staff member are charged at \$30 per hour for the amount of time that the staff member is required. Table service is not part of the hire agreement but can be arrangement at the hirers request.

8. Conduct within the Club and Environs:

The Hirer is to take all reasonable steps to ensure the responsible behaviour of all guests. Persons creating a disturbance will be required to leave the premises immediately. We ask that guests be considerate of our neighbours nearby dwellings and leave in an orderly and quiet manner and not exceed the noise limit restrictions as prescribed by our Liquor Licence.

9. Room Capacity:

Total room capacity shall not exceed **100** seated guests or **200** standing guests.

10. Duration of Functions:

All functions are to conclude with all guests vacating the building no later than 11:30pm. Sound systems must be turned down 10 minutes before packing up, so guests can start collecting personal items and exit the venue. All dirty crockery and food are to be cleared from tables before you depart the premises. All items, including decorations, are to be removed from premises as directed by BRSC Staff. PLEASE NOTE that often we have back to back bookings and therefore removal of decorations and cleaning is required to take place at the time of the function and venue hire. Any extra charges incurred by the club for cleaning or damage will be charged to the hirer.

11. Venue Hire Times:

Venue hire is split into three categories; **Morning Booking** which is between 8am-12pm, **Lunch Booking** which is between 1pm – 5pm and **Night Booking** which is from 6pm – 11:30pm onwards. Please speak to Bar Manager as we offer full flexibility for these times where possible.

12. Confirmation:

Functions will not be considered confirmed until the deposit of \$100 has been received by BRSC together with email acknowledgement of these Terms and Conditions. As previously stated where the Damage and Cleaning Bond is applicable this is to be paid 14 days prior to the period of the venue hire.

The Hirer of the Function Centre shall indemnify and keep indemnified BRSC from against all actions, claims, loss and damage of any nature whatsoever, including loss of life,

personal injury and damage to property, including damage to BRSC and facilities, arising out of the hire or use of the BRSC by the Hirer.

13. Bar Tabs:

Bar tab payment MUST be either prepaid or paid for in full prior to leaving. Additional tab payments can be added on the night but must be paid in full prior to leaving the venue.

Hire Examples.

Example 1 – 13th Birthday Party: Sue Smith confirms that she has a 13th birthday party for Saturday the 15th of November starting at 6pm and that there will be 50 kids attending. At the time of booking she completes all details with the booking manager, acknowledges the terms and conditions and pays the \$100 booking fee. The Bar Manager informs Sue that the hire fee will be \$400, there are 50 kids so she does not need to pay for extra staff. Sue agrees to manage the children responsibly and that she will appoint two parents to act as security, thereby accepting full responsibility for controlling the children at the party to the bar managers satisfaction. On the 1st of November (14 days prior to event) Sue pays the \$300 Damage and Cleaning Bond. The party runs brilliantly, there is no damage and the kids behaviour is exemplary. At the conclusion of the function there is no more to pay as the \$300 bond goes to paying the final \$400 venue hire fee.

<u>Example 2 – 15th Birthday Party:</u> Brad Smith confirms that he has a 15th birthday party for Saturday the 15th of November starting at 6pm and that there will be 50 kids attending. At the time of booking he completes all details with the booking manager, acknowledges the terms and conditions and pays the \$100 booking fee. The Bar Manager and Brad negotiate the hire fee will be \$400, this is a reduced fee because Brad agrees to pay for an extra staff member at \$30 per hour and hire a professional security person at his own cost. Brad agrees to manage the children responsibly and that he will also appoint parents to act as helpers to the professional security person, thereby accepting full responsibility for controlling the children at the party to the bar managers satisfaction. On the 1st of November (14 days prior to event) Brad pays the \$300 Damage and Cleaning Bond. The party runs brilliantly, there is no damage and the kids behaviour is exemplary. At the conclusion of the event Brad and the Bar Manager total the hire fee to be \$400 plus 5 hours for the extra staff member of \$150, Brad makes up the difference of \$150 for the staff member and there is no more to pay as the \$300 bond goes to paying the final \$550 venue hire fee.

<u>Example 3 – Friday night family drinks:</u> Gabe Smith confirms that she plans to have Friday night drinks for her family on the 14th of November starting at 6pm and that there will be 50 people attending. The Bar Manager informs Gabe that she cannot have the venue exclusively and will need to share the facilities, Gabe is fine with this but asks if she can have use of the Kitchen and BBQ, the Bar Manager informs Gabe that here will be \$100 fee for this service and that Gabe may use the BBQ between 7 and 7:30 pm as BBQ hire is for 30-minute periods. Gabe and the Bar Manager discuss the potential for damage and cleaning of the venue space, and Gabe agrees to deposit \$300 and to make sure that her party is well behaved and clean up after themselves. This is exactly what happens, and the Bar Manager refunds all fees except for the \$100 BBQ and Kitchen hire fee.

<u>Example 3 – Melbourne Cup day family drinks and BBQ</u>: Brian Smith confirms that he plans to have Melbourne Cup day drinks and BBQ for her family on the 5th of November starting at 12pm and that there will be 50 people attending. The Bar Manager informs Brian that he cannot have the venue exclusively and will need to share the facilities, but thanks Brian for letting her know so she can manage her staffing requirements accordingly. Brian is fine with

this and explains that his party includes some current fully paid social members and asks if he can have use of the Kitchen and BBQ and also the Grass Tennis Court play area. The Bar Manager informs Brian that as a social member he has access to the BBQ and Kitchen as part of their social membership, but the grass tennis courts will be available for the full paid club members until 3pm and that after that the tennis courts can be made available for kids play. However, if Brian wished to hire the tennis courts out prior to 3pm the hire fee is \$40 per court per hour. As Brian has held previous family events at the club he agrees to manage the cleaning and damage of the party and because he is a social member and has the trust of the Bar Manager does not pay the Damage and Cleaning Bond. However, any damage or extra cleaning will be charged to Brian should this occur.