



Venue Hire Terms & Conditions



Hall Hire Manager

Wembley Downs Tennis Club

Approved 18/11/2019

Amended 6/5/21

Venue Hire

Terms and conditions

ABN: 29 259 186 121



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PROCESS TO HIRE

1.0 Agreement to the contract

- 1.1 Purpose of hire: Organisations, groups or individuals hiring the hall/venue managed by Wembley Downs Tennis Club (WDTC) do so only for the stated purpose of hire. The purpose of hire must be lawful and conducted in a manner that does not disrupt users of other rooms.
- 1.2 Restrictions: We do not allow parties (birthdays, graduations etc.) for ages between 15-20 years.
- 1.3 21st – 25th Birthday functions will be considered on a case by case basis by the Wembley Downs Tennis Club Management Committee.
- 1.4 Times of hire: The period of hire shall commence and conclude strictly at the agreed times nominated on the 'Venue Hire Application Form' and the venue must be vacated promptly at the conclusion of the hiring period. An extra charge will be imposed for any additional time used which is not booked in advance. Please note: that our premises are monitored.
- 1.5 Vacation of venue: No bookings can be accepted past midnight. Premises must be vacated no later than midnight.

2.0 Application for hire and confirmation of booking

- 2.1 Once a 'Venue Hire Application Form' is received, the Hall Hire manager will confirm the booking via email within seven (7) working days. If you do not receive a confirmation after seven (7) working days, please contact us on (08) 9446 8555.

3.0 Hire costs and payment arrangement

- 3.1 Wembley Downs Tennis Club will review rates annually and provide at least four (4) weeks' notice of any rate changes.
- 3.2 **Regular Hirers** – Hire charges will be calculated and invoiced in advance.
 - 3.2.1 Payment arrangement: Hirers will be required to pay on invoice.
 - 3.2.2 Payment may be made to the hall hire manager, club mail box, or by EFT direct to our account listed on the invoice.
 - 3.2.3 If the account remains outstanding for more than one (1) month, your hire may be cancelled.
- 3.3 **Casual Hirers:**
 - 3.3.1 Upon confirmation of the booking, invoices will be emailed to the hirer.
 - 3.3.2 Full hire charges must be paid within 30 days from receiving the invoice. If the booking is made and confirmed less than 30 days prior to the hire date, full payment must be received within 5 days of the invoice being sent. If full payment is not received within the specified time frame, your booking may be cancelled and cancellation fees will be applied (see point 5. Cancellation of booking).

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4.0 Bond

- 4.1 The Hirer will be required to complete a Credit Card Bond Form for a bond amount of \$500. The form is required to be completed and returned to Wembley Downs Tennis Club within 30 days of the hire date.
- 4.2 This bond is held until the conclusion of your booking/s. The credit card will be charged only if there is a need for a bond deduction due to:
 - 4.2.1 items listed at 4.6 Schedule of Additional Charges or
 - 4.2.2 a cancellation fee for the hired venue (See 5. Cancellation of booking).
- 4.3 At the conclusion of the hire, the facility will be inspected for any damage. Extra cleaning expenses caused by the hirer will result in a deduction from their bond.
- 4.4 The hirer will acknowledge on the Credit Card Bond Form that the card holder is responsible for leaving the premises in its original condition and is liable for any damage caused whilst on premises.
- 4.5 A copy of identification (license, proof of age card, passport) is required, and will be kept on file with your application.
- 4.6 Schedule of additional charges: In the event of any of the following circumstances the hirer agrees to the BOND being utilised for the associated costs or fee incurred to a maximum of \$500.00.

Item	Rate charged or deducted from bond
Non-return of keys	\$25
Chairs/Tables not cleaned or packed away	\$55
Additional cleaning of premise	\$110 per hour
Rubbish not removed	\$55
Aircon left on	\$25
Non-payment of agreed hire charges	\$ cost of hire
Any event that requires any emergency services	\$cost of infringement
Any damage as outlined but not limited to: <ul style="list-style-type: none">- Broken windows/glass- Damage to flooring- Damage to venue/premises	\$ as per quotations for repair.

5.0 Cancellation of booking

To cover the income opportunity costs and administration costs to Wembley Downs Tennis Club the following cancellation charges may be applied, if fees are not paid:

- 5.1 **Regular hirers:** WDTC requires a minimum of 30 days written notice (email acceptable) to cancel any booking. In the event of cancellation with less than 30 days' notice, the hirer may be required to pay 100% of the hire charges.
- 5.2 **Casual hirers:** may be charged as follows:
 - 5.2.1 Cancellations received prior to 30 days of the intended date of hire may incur a charge equivalent to 25% of the hire charge.

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5.2.2 Cancellations received with less than 30 days' notice of the intended date of hire, the hirer may be required to pay 100% of the hire charges.

5.3 **Cancellation by WDTC:** WDTC reserves the right to cancel your booking (or future bookings) if the terms and conditions of hire are breached. Wembley Downs Tennis Club will provide written or verbal notice cancelling a booking (without advance warning if necessary) if:

5.3.1 The regular hirer neglects to pay invoiced fees within the required timeframe: Cancellation fee equals 100% of hire charges.

5.3.2 Wembley Downs Tennis Club becomes aware that any event, goods, or services proposed to be held or provided by the hirer is/are objectionable, dangerous, inappropriate for the venue, prohibited by law, or would be of detriment to WDTC, the community, or

be in contravention of any laws or the conditions stipulated in the hire agreement. In this case, any payment received will be retained by WDTC.

5.3.3 Repairs or alterations are underway.

5.3.4 The premises are not fit for use due to electrical or security failure, or damage.

5.3.5 You have not provided evidence of adequate insurance coverage if required.

6.0 Key collection and return

6.1 If keys are not returned on time a fee will be deducted as detailed in the security bond section of the hire agreement.

6.2 **Regular hirers:** keys will be available in a lockbox on premises. Keys are to be returned so that other regular hirers have access. Please note the combination will be changed from time to time.

6.3 **Casual hirers:** keys must be collected between the hours of 9.00am and 4.00pm Monday to Friday. For weekend hire, keys may be collected on the Friday prior to the weekend.

6.4 Keys must be returned to the Wembley Downs Tennis Club Hall Hire Manager, within one (1) working day following the conclusion of the hiring period, between the hours of 9.00am and 4.00pm Monday to Friday.

7.0 Access to venue

7.1 Premises may only be occupied during the times specified in the Application For Hire.

7.2 Cleaning and pack up time must be included within the hire session time.

7.3 If the venue has been hired until 12.00am (midnight) the hirer must ensure that the premises are vacated no later than midnight.

7.4 All goods and equipment provided by the hirer (including music equipment, jukeboxes, decorations, leftover food/drink etc) must be removed from the premises within the hire time period.

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8.0 Storage facilities for regular hirers

- 8.1 If a regular hirer requires storage, a request may be submitted on the Application for Hire form. There is limited storage available and storage may not be available to all regular hirers. Where available, a storage facility and key will be made available to the hirer.
- 8.2 Storage fees are charged monthly via invoice as per the charges outlined on the Application For Hire form.
- 8.3 Items stored are the responsibility of the hirer at their own risk and not covered by Wembley Downs Tennis Club insurance policy. The hirer must not store any illegal, highly flammable or dangerous goods.
- 8.4 Hirers are not permitted to provide their own storage cupboards and locks unless written permission is granted by WDTC.

9.0 Public liability insurance

- 9.1 All hirers holding a public event or providing a public service to the community must provide evidence of their own public liability insurance to a value of \$10 million. Hirers will be required to provide a copy of their Public Liability Insurance prior to the event. Please note:

A Public Event is an event which is;

- open to members of the public;
- that is advertised to the general public;
- either free to attend or has an entry cost;
- aimed to sell or promote goods or services (eg. Tupperware Party)

A Private Event: is an event which is;

- by invitation only. For example a birthday party. Private events would be adequately covered by Wembley Downs Tennis Club Public Liability Insurance

- 9.2 \$1,000 excess is payable in the event of any claim made by hirers.

HIRER'S OBLIGATIONS DURING HIRE

10.0 General obligations

- 10.1 Personal belongings / food items left unattended at the venue will be at the hirer's own risk. Any equipment arranged by the hirer (eg. Jukebox) must be removed from the venue by the end of the hire period. The venue will not be available the following day to collect equipment.
- 10.2 The hirer must allow un-restricted access to the venue at any time by Wembley Downs Tennis Club staff on official business, security officers or emergency officers.

11.0 Cleaning, setting up and packing up

- 11.1 All of the following is required within the period of hire:
 - 11.1.1 The premises must be left in a clean and tidy condition with floors swept and mopped, the kitchen cleaned and all furniture packed away.
 - 11.1.2 Cleaning and pack up time must be included within the hire session time The Hirer is responsible for the Set up and Pack up of furniture required by the hirer.

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11.1.3 The hirer is responsible for removing all rubbish from inside the premises; rubbish must be placed in the rubbish hoppers provided and not left in the rubbish bins inside the premises.

11.1.4 If the premises are not cleaned as required at the end of the hire period, cleaning costs will be deducted from the bond accordingly.

12.0 Decorations and advertising

12.1 The erection of decorations is permitted on the condition that they do not damage or mark any part of the building. Extreme care should be taken that decorations do not present a fire hazard.

12.2 Handbills, posters and other advertising materials are not permitted within or outside any venues without the written consent of WDTC.

12.3 If decorations are not removed or damage from decorations is caused, the cost of removal will be deducted as detailed in the security bond section of the hire agreement.

12.4 Glitter, party-poppers and smoke machines are not permitted.

12.5 Parties must not be advertised on Facebook or other media.

12.6 Hirers are responsible for bearing the full cost in case of a false alarm relating to a fire or security call out.

13.0 Restrictions to numbers

13.1 To satisfy fire regulations the maximum capacity for each venue is required on the application. Strict adherence to this capacity must be maintained.

13.2 If this term is breached, a fee may be charged as detailed in the security bond section of the hire agreement.

14.0 Food Catering / barbeques

14.1 Preparation of food and beverages must be confined to kitchen areas. Barbeques are permitted for use outside the facility only. The barbeque on the premises may be used by prior arrangement. The kitchen/bbq must be left clean and tidy as per the original condition that the kitchen was presented at the start of the hire session.

15.0 Smoking and alcohol

15.1 Smoking is NOT permitted anywhere on the premises.

15.2 Alcohol consumption is permitted if purchased from the Club under its Liquor licence. Hirers are not permitted to bring alcohol onto the premises.

15.3 Club members may purchase alcohol for their guests at the bar, to be consumed on the premises.

15.4 Non-club member hirers, may purchase a special licence for the hired event at an extra cost of \$110.

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16.0 Noise

- 16.1 Please be aware that the venue is in a residential area and due consideration must be given to nearby residents. Excessive noise could incur a fine for which the hirer is liable as per security bond section of the Hire Agreement.
- In accordance with the Environment Protection Act 1997 all noise must be below 45 decibels up to 10pm.
 - From 10pm to 12am noise levels must not exceed 35 decibels. Premises must be vacated no later than midnight.

17.0 Damage to property or premises

- 17.1 'Damage' is considered as breakages that impair the value, usefulness, or normal function of our venue. A requirement of additional cleaning is also considered under 'Damages' in these terms and conditions.
- 17.2 Any damage that occurs to the premises during the time of hire must be reported to Wembley Downs Tennis Club as soon as possible on the first working day following the hire.
- 17.3 For any damage incurred by the hirer or one of their invited guests, the cost of repairs will be deducted as detailed in the security bond section of the Hire Agreement.

18.0 Illegal activity

- 18.1 If any activities in or around the venue instigate the attendance of the Police (during hire or thereafter), a fee may be charged as detailed in the security bond section of the Hire Agreement.

19.0 Security and safety

- 19.1 Hirers are responsible for the security and safety of themselves, their guests and the building and grounds during the time of hire. Hirers are also responsible for the behaviour of guests at their event.
- 19.2 The hirer must allow un-restricted access to the venue at any time by Wembley Downs Tennis Club staff on official business, security officers or emergency officers.

20.0 Emergency call-out

- 20.1 **The Hall Hire Manager does not operate after hours or on weekends.** Please ensure you have everything you need for your booking and have collected keys during business hours, as there is no after-hours customer service available and the emergency number does not cater for this. Emergencies are classified as:
- hirer cannot gain access to the premises (eg. Key won't work or door lock broken)
 - property or building damage which requires immediate repairs (eg. Window broken and needs immediate repairs to be arranged).
 - Fire or Police contacted.

Extreme Emergencies: In case of fire at premises or if Police are required to attend event, Hirers must phone 000 as first point of contact.

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AFTER HIRE

21.0 Cleaning and packing up

- 21.1 Premises must be vacated no later than 12.00am, midnight.
- 21.2 It is the responsibility of the Hirer to ensure that the premises and grounds are left in a clean and tidy condition at the end of the hire and all equipment is returned to storage.
- 21.3 If the cleaning is not to a suitable standard, the cost of engaging cleaners will be deducted as detailed in the security bond section of the Hire Agreement.
- 21.4 At the end of the hire, Hirers must ensure that the following points noted on the checklist have been completed:

22.0 Hirer's checklist:

- All tables and chairs are returned to the original position
- All decorations have been removed (including balloons, tape and adhesives, streamers, etc)
- Any cooking equipment used has been washed and returned to storage
- Toilets have been left in a reasonable state and tidied of excessive rubbish
- All floors have been swept and mopped.
- All rubbish has been placed in external rubbish hopper bins to capacity only, or removed from the premises
- All additional items belonging to the hirer are removed from the venue (including food and drinks, music equipment etc). Hirers are not permitted to access the venue the following day. Additional hire charges will apply
- All heating/air-conditioning have been turned off
- All windows are closed
- All lights are turned off
- All doors are locked and secure
- Casual hirers:** Keys must be returned to WDTc Hall Hire Manager, on the first working day following your hire between the hours of 9:00am and 4:00pm (as per 6. Key collection and return).