



## Conditions of Hire of the Maylands Yacht Club Venue

### 1. What The Hirer Can Expect From Maylands Yacht Club (MYC).

- 1.1. Hire hours are to midnight Friday, Saturday and; Sunday, and to 10:00 PM Monday to Thursdays.
- 1.2. Clean facilities with all equipment in working order.
- 1.3. Access to the premises in advance of the function for the purpose of decorating and setting up.
- 1.4. Chairs and tables for approximately 120 people.
- 1.5. Facilities for the heating and serving of **previously prepared food only**.
- 1.6. A cleaning service is provided as part of the hire fee.
- 1.7. The park area surrounding the MYC Club Rooms is public open space and not the responsibility of the Club. If the hirer requires the use of an area outside of the club room then the hirer must obtain permission to do so from the City of Bayswater.

### 2. Refusal

- 2.1. MYC Management Committee reserves the right to refuse to hire the facility or any portion thereof without assigning any reason for refusal.
- 2.2. MYC Management Committee reserves the right to refuse entry to the facility or any portion thereof to any person acting in an unruly, abusive or anti-social manner regardless of that person's status as a ticketed audience member, production personnel or any other association with the production or The Hirer's entourage.

### 3. Cancellations

- 3.1. The MYC Management Committee reserves the right to cancel any bookings. Such action would only be taken in the event of extreme necessity. Notice of cancellation would be given at the earliest possible date, and payments fully refunded. In the event of this happening, the MYC Management Committee waives liability for any losses or damages that may occur.
- 3.2. All cancellations of, or alterations to, an initial booking must be made in writing a minimum twenty eight (28) days prior to your event. If the booking is cancelled within 28 days of the function date, 50% of the VENUE HIRE FEE will be forfeited.

### 4. Charges

- 4.1. Booking is reserved (not confirmed) on receipt of 50% of venue hire fee.
- 4.2. **Bookings are not confirmed until full payment (venue hire fee and bond) has been made.**
- 4.3. All payments (venue hire fee and bond) are required twenty eight (28) days prior to your booking.
- 4.4. Any costs for extra cleaning, security call outs or damage inside and/or outside of the facility will be deducted from the bond.

### 5. Bond

- 5.1. Unfortunately, not all hirers and their guests leave the premises as they found them. From time to time the facilities have been damaged and/or left in a mess. As a consequence a bond of up to \$3,000 is required.
- 5.2. **The MYC Management Committee is the sole abettor of the application of financial penalties** that may be applied for, but not limited to, the following transgressions:
  - facilities damaged;
  - facilities left in a mess;
  - additional cleaning required;
  - the City of Bayswater receives complaints from residents regarding noise or guest behaviour;
  - the Fire Brigade is called out due to the false activation of the Fire Alarm system during the period of hire (see clause 8).
- 5.3. The Hirer is responsible for notifying the MYC Venue Hire Manager of any damage to the facilities and/or equipment prior to the commencement of the function. **Notification after the function will not be accepted by the MYC Management Committee.**



- 5.4. The MYC Management Committee uses electronic funds transfer to refund bonds. Please ensure you complete the required BSB and Account details on the application form. Bond monies will automatically be returned, subject to compliance with the Conditions of Hire.
- 6. Several Applications**
- 6.1. In the event of two (2) or more applications being received for the hire of any portion of the facility at one time and date, the MYC Management Committee may without considering priority of application, determine to which applicant the hiring shall be granted.
- 7. Decoration**
- 7.1. The use of decorations and/or signage is not permitted in the facility without prior written permission from the MYC Venue Hire Manager. Permission to decorate should be made at the time of booking. All approved decorations must be removed after completion of the performance/event.
- 7.2. Driving of nails and screws etc. into any part of the building fixtures and fittings, and the use of confetti, glitter or similar materials is strictly forbidden.
- 7.3. The use of a large number of candles, smoke devices or pyrotechnics is not permitted in the facilities as they will cause the fire alarm to activate.
- 8. Smoking/Fire Alarms**
- 8.1. The MYC Management Committee has adopted a policy, which prohibits smoking inside the facility. Furthermore, Smoke Detectors are located throughout and are linked to an alarm at the Fire Department.
- 8.2. The Hirer shall be liable for any call out fees for the Fire Department if any member of the Hirer's group falsely activates the Fire Alarm system during the period of hire.
- 9. Law And Order/Safety**
- 9.1. The Hirer shall comply with the provisions of the Health Act, Occupational Health and Safety laws, the Police Act and the Criminal Code, or any other Act in force.
- 9.2. It is the responsibility of The Hirer to ensure that no person behaves in a disorderly manner or causes a nuisance or annoyance to an owner or occupier of any property within the vicinity of the facility.
- 10. Noise**
- 10.1. The Hirer must ensure that event patrons/participants, whether during the performance/event or when leaving the venue, create no undue noise. Any complaints received from adjacent residents could jeopardise future applications and the bond.
- 10.2. Music volume to be lowered at 10:00 PM.
- 10.3. Music to cease at 11:30 PM Friday to Saturday.
- 10.4. Music must cease 10:00 PM Sunday to Thursday.
- 11. Cleaning**
- 11.1. A cleaning service is provided as part of the hire fee.
- 11.2. The facilities to be left as they were found.
- 11.3. The area/s of use should be left in a clean and tidy condition immediately after use to ensure other Hirers are not disadvantaged.
- 11.4. Rubbish must be placed in bins. Surplus rubbish must be removed from site.
- 11.5. Failure to observe these conditions will result in The Hirer being billed for additional cleaning.**
- 12. Hired Area**
- 12.1. People participating in the booking are to remain within the area hired.
- 12.2. The MYC Commodore and or any Officer of the MYC Management Committee appointed by the Commodore shall at times be entitled to free access to any part of the facility.
- 13. Floors**
- 13.1. No talcum powder, sawdust or resin is to be used without prior consent from the MYC Venue Hire Manager.
- 13.2. Plants containing water are not to be placed on floors. If floors are damaged in any way, a charge will be made for restoration.
- 13.3. No eskies to be placed on wooden floor.
- 14. Security**



- 14.1. The Maylands Yacht Club is situated in a residential area. As a result of the disorderly behaviour of some Hirers and their guests the City of Bayswater has made it a requirement that The Club employ security guards **for some functions**. (See clause 14.11 re waiver)
- 14.2. **The employment of security guards is at the cost of The Hirer and must be paid for in advance.**
- 14.3. Hirers must use the Club's preferred security firm.
- 14.4. Security services can only be engaged by the MYC Venue Hire Manager.
- 14.5. Security guards will be instructed to enforce Club's curfew, noise and smoke policies.
- 14.6. Below is a schedule of security guard costs. This is indicative only.

Guest numbers	Number of guards required	Cost per hour
Up to 100	2 guards	\$110
Over 100	3 guards	\$165

- 14.7. The MYC Management Committee reserves the right to impose a limit on the number of people present.
- 14.8. Doors to outside areas must be secured/monitored during the period of hire, to protect both facility equipment and The Hirer's possessions.
- 14.9. The Hirer is required to vacate the building within the allocated time. If security is required to attend and/or secure the building before or after this prearranged time, the cost of this call-out will be met by the hirer.
- 14.10. Following the booking all lights and electrical appliances are to be switched off, exit doors and internal doors locked and windows secured.
- 14.11. **Waiver**
  - 14.11.1. Requests for a security guard waiver must be made in writing (email is satisfactory).
  - 14.11.2. A waiver only applies if it is confirmed in writing.

**15. Curfew**

- 15.1. The curfew for this facility is 12:15 AM; hence the premises must be vacated by this time.

**16. Equipment**

- 16.1. Articles and goods left during/after the hire of the facility are left at the hirer's/owner's risk. The MYC Management Committee accepts no responsibility for items left on the premises during/after the completion of hire.
- 16.2. The venue is equipped with a limited number of tables and chairs. Any additional equipment required is to be provided at the hirer's expense. Please note: Cutlery and crockery are not provided.
- 16.3. Any damage is to be reported to the MYC Venue Hire Manager on the next working day so that repairs can be carried out as soon as possible.

**17. Breakdowns**

- 17.1. In the event of a breakdown in services, utilities, equipment, etc. no responsibility will be accepted by the MYC Management Committee but every care and precaution will be taken in this regard.

**18. Liquor And Refreshments**

- 18.1. The Hirer shall not bring or sell any liquor, beverage, food or refreshments on any part of the premises hired unless in accordance with the Liquor Licensing Act of 1988 and unless specifically approved by Centre Management.
- 18.2. If alcohol is to be sold a licence needs to be obtained from the Office of Racing, Gaming and Liquor (Licensing Division), 87 Adelaide Terrace, Perth, 9425 1888, fourteen (14) days prior to your function.
- 18.3. The Hirer shall not cause, suffer or permit to take place at the MYC venue any activity that is contrary to the specifications of the Liquor Licensing Act (1988).

**19. Termination**

- 19.1. If The Hirer fails to duly and punctually observe and perform all or any of the terms and conditions set out in this contract then the MYC Management Committee may give notice in writing to The Hirer terminating this contract and any future contracts.

**20. Charges**

Initial: \_\_\_\_\_



20.1. Detailed charges will be provided on completion of hire application form.

**Indemnity**

The Hirer will at all times indemnify the MYC Management Committee from and against any foreseeable loss or liability that is caused by any unlawful or negligent act or omission by The Hirer or breach of this contract by The Hirer.

I hereby acknowledge having read the attached Conditions of Hire and agree to abide by the conditions therein. I agree that the information declared above is true and correct, and I have read and understand that my rights are limited by this disclaimer.

**Please attach a current copy of your driver's licence with your booking forms.**

**Note: The local police may be notified of your booking.**

Name/s: \_\_\_\_\_  
(Print)

\_\_\_\_\_

Address: \_\_\_\_\_  
(Print)

\_\_\_\_\_

Signature/s: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**Initial pages 1 to 4 in the places indicated.**

**Venue Hire Manager Contact Information:**

**Narelle Little**

**P: 0429 230 191**

**E: [maylandsyachtclubhire@gmail.com](mailto:maylandsyachtclubhire@gmail.com)**

Initial: \_\_\_\_\_