

1. Use of the facility

The client and guests shall behave in an orderly manner and fully compliant with applicable laws. The Hirer is responsible for their guests. MYC reserve the right to remove any people from the premises who have or are likely to cause injury, damage or behave inappropriately.

The area available for hire includes the foyer, hall, balcony and kitchen only. The pontoon and jetty not available for hire or for ceremonies. Commercial vessels are not allowed to drop people off on our pontoon. The area outside the club is owned by the 16 foot Skiff Club and can be hired from them directly.

The venue can seat up to 100 guests or is suitable for standing functions of up to 170 people maximum.

2. Care of Premises

- The premises and facilities must be left in a reasonably clean and tidy condition.
- 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 or take off site. All bottles and cans must be placed in the yellow bins. All paper and cardboard must be flattened and placed in the blue bins. The remaining rubbish can be placed in the red bins.
- At the end of the function all MYC furniture will be returned to the hall, and all doors and windows shall be closed and locked.
- Lights and air-conditioning 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 and/or loss of bond.
- All hire items and items brought into the club are the responsibility of the hirer.

3. Damage and Repairs

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

MYC reserves the right to determine the cost of any damages and/or extra cleaning necessary,

above and outside what is normal. We reserve the right to bill the hirer for additional costs.

4. Insurance

The hirer if an incorporated body must have public liability insurance. The hirer should have suitable insurance.

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 earlier as agreed) or the bond fee will be forfeited. The noise restriction is a Council requirement for the club.

The level of noise emission from the club shall not exceed normal background noise level when measured at the nearest boundary of any residential property or by MYC and security staff. Live amplified music 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 and Manager are not responsible for any loss or damage to any property belonging to either the client, guests or items being brought into the club. All items of property owned by the Hirer and their guests must be removed from the venue by the agreed vacation time.

The client is not permitted to remove MYC property from the club without written consent. Furniture may be moved to other areas inside the club if pre-arranged with the Manager. 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.

7. Deliveries and collection

It is the client's responsibility to arrange access to the Club for deliveries and collections.

8. Decorations

Decorations may only be put up with permission by the Manager, please discuss this in advance. Do not affix nails, screws, tape etc which deface. Decorations can be hung from the rafters, hooks and wires provided, but not from the light fittings. All decorations and their fixings must be removed afterwards. Persons should have the proper insurance cover.

9. Candles and naked flames

Candles must be held in candle-holders to prevent wax spills.

10. Safety

Fire exits must remain clear of obstructions. Due care must be taken by the client and guests. Children are to be supervised at all times.

11. Animals

No pets or animals are allowed in the premises.

12. 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. The hirer shall be responsible for the good conduct of their guests.

13. Prohibitive Substances

The Hirer and guests are not permitted to take into or use the following substances within the venue and grounds:

- Fireworks or flammable substances
- Chemicals deemed toxic or dangerous
- Prohibitive substances
- Smoking is not permitted in the club or on the balcony. Smoking is permitted outside the front door.

14. Breach of Agreement

The Club and Manager reserve 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 cancel or sue for recovery of any amount due.

15. 18th & 21st Birthday parties

There will be no 18th or 21st birthday parties.

16. Security

Security is at the discretion of the Venue Manager. All evening events with music require security. If additional security is required an additional fee will be charged. The club uses a local security firm.

The club is under 24-hour perimeter CCTV surveillance.

17. Observance of Booking Period

The client must observe the period booked and leave on or before the agreed time. Functions are available to run until 11:30pm, clients and

staff must leave the premises by 12.00 am at the latest (unless an earlier time has been book). Keys must be returned within 24 hours.

18. Booking Procedure

To make a booking send a completed booking form with deposit to the Venue Booking Manager. Confirmation will be issued in writing by the venue Manger at the acceptance of the booking.

19. Billing and Terms of Payment

Half payment of the venue hire fee is required as a deposit. Preferably the payment must be made by Credit Card; but Cheque, Cash, or EFT are also acceptable. The outstanding balance with Security, Cleaning and any other fees is required no later than 30 days prior to your function. Credit card payments will automatically be debited. Cheques must be made payable to Manly Yacht Club. MYC reserves the right to reallocate the venue hire to another client if these requirements are not met.

Additional charges may apply if any of the terms and conditions are broken.

20. Cancellation Fee Schedule

In the event of a cancellation the following venue hire fees will be withheld:

- Notice of 90 days or more – 10% of venue hire fee or \$150 which ever is great.
- Notice of 60 to 89 days – 50% of fees or \$300 which ever is great.
- Notice of less than 59 days – no refund.

20. Key Return

The Manly Yacht Club Key/s must be returned to the Venue Hire Manager within 24 hours of the completion of the event. Non key return will be charged at \$200 inc GST per key.

In hiring Manly Yacht Club you agree to MYC Venue Hire Terms and Conditions.