

### **1. Use of the facility**

The client and guests shall behave in an orderly manner and fully compliant with applicable laws and government policies. 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 are not available for hire or for ceremonies. Commercial vessels are not allowed to drop people off on our pontoon. The paved and grass area outside the club is owned by the 16 foot Skiff Club and can be hired from them directly.

The venue has capacity to seat up to 100 guests or up to 170 people for standing functions. Capacity is limited to government restrictions.

### **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 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.
- All hire items and items brought into the club are the responsibility of the hirer.
- Failure to comply with terms and conditions our could lead to additional charges and/or loss of bond.

### **3. Damage and Repairs**

The hirer will be responsible for any expense in connection with repairs, damage, breakages, loss of items, time to resolve issues and/or cleaning which may become necessary as a consequence of the booking. MYC will determine these costs and the hirer will be billed, monies will be taken from the bond.

### **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 11.30pm (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 bought 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. 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.

### **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 & foyer CCTV surveillance.

### **17. Observance of Booking Period**

The hirer must observe the period booked and leave on or before the agreed time. Functions are available to run until 11:30pm. Guest must leave by 11:30pm. The hirer and staff must leave the premises by 12.00 am at the latest (unless an earlier time has been book).

### **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 or EFT are also acceptable. The outstanding balance with Security, Cleaning and any other fees are 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.

### **20. Cancellation Fee Schedule - Covid19**

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 \$200 which ever is great.
- Notice of 30 to 89 days – 25% of fees or \$350 which ever is great.
- Notice of less than 30 days – no refund.

Due to **Covid 19** we currently offer two options if there is a lockdown within 30 days prior to the event date:

1. Postpone your event and reschedule once conditions improve. Your deposit will be held in full until you reschedule.
2. Alternatively, if you wish to cancel you will receive 50% of the deposit to be refunded (this is 25% of the total venue hire fee). All other fees will be refunded.

### **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 Manly Yacht Club Venue Hire Terms and Conditions.**