



Terms of Hire

LIMITATIONS ON OCCUPATION

The Hire of space is limited to the part(s) of the Building as identified, at the times, dates and only for the purposes allowed by the Agreement. Hire is once off, unless a separate application is made and approved for any hire for occupation or use of the building outside the times and dates as approved, or for a purpose not identified by the Agreement.

The hirer is to clean the venue on the same day of the event unless arrangements have been made with the Wynyard Yacht Club to clean the next day.

A return Hirer does not gain any right to exclusive possession and the Wynyard Yacht Club may at its discretion allow other individuals and groups to also have use of the facility at the same time the building is required by the Hirer or otherwise.

The Wynyard Yacht Club may direct the Hirer to clear space that has been used by the Hirer outside the agreement and this may include removal of goods and chattels of the Hirer if considered necessary.

Celebrations of 18th or 21st birthdays are not permitted at Wynyard Yacht Club facilities.

The Wynyard Yacht Club reserves the right to cancel the Hirer's use of a Building, or to redirect users to an alternate location in the event of:

- a the building being required for an extraordinary function or use;
- b conditions render the Building unsuitable for use.

The Wynyard Yacht Club will not be liable for any loss or damage sustained by the Hirer in the event it determines to close a Building for occupation and/or use and has no obligation to provide the Hirer with an alternate location.

The right conferred on the Hirer under the Agreement cannot be and must not be construed by the Hirer as a tenancy. The Hirer cannot not assign any right of occupation and use approved under the

Agreement to any other person, organisation or body.

The Hirer must familiarize themselves with the Building and advise patrons of the location of the toilet facilities and the fire exits.

The Hirer must at the time of hire nominate a responsible person to be the Warden who must inform themselves of the Emergency Evacuation Plan in the Building in the event of a fire or other event which requires the evacuation of the Building.

The Warden must advise all patrons of the location of fire exits at the beginning of hire. In the event of a fire, once the facility is evacuated by all patrons, the Warden is to liaise with the Fire Department upon its arrival.

2 SUITABILITY FOR USE

The Wynyard Yacht Club will take all reasonable measures to ensure the Building is suitable for and remains safe and fit for the approved purpose of use by the Hirer.

The Hirer must satisfy themselves that the Building is safe and suitable in all respects for the approved purpose, a final decision on whether to proceed to use on EACH occasion is the responsibility of the Hirer.

3 COMMERCIAL CATERING

The Hirer is to ensure all persons providing food at this event have a current food licence based on where food is prepared and cooked.

5 LICENSE AND PERMISSIONS

The Hirer is to comply in every respect with the law including regulations under the Food Act 2003 and the Building Regulations 2016.

The Hirer is to comply in every respect with regulations pertaining to the prevention of overcrowding and/or obstruction of exit and pathway to exits, gangways, passages, corridors or of any part of the building.

The Hirer will not permit or allow the following activities without providing evidence of licences granted, and obtaining written approval from Wynyard Yacht Club for:

- a gambling at which either directly or indirectly money is passed as a prize;
- b the sale of liquor.

Prior to applying for a liquor licence from the Department of Treasury and Finance,

the Hirer is to make a written request to Wynyard Yacht Club two (2) week prior to the event.

The Hirer will not permit or allow cigarettes or tobacco related products to be bought, sold, advertised or promoted in any manner within or from the Building.

Wynyard Yacht Club maintains and supports a "No Smoking" policy within all public buildings and places.

The Hirer is to comply with Live Performance Award and the Copyright Act for any dramatic, musical or other work performed or produced. The Hirer indemnifies Wynyard Yacht Club against any claim for breach of copyright during such hiring, and any costs incurred.

6 BOND

A bond will apply to hire of a venue where any one of the following apply:
a the venue is hired by a casual Hirer for an event or party that is attended by more than 50 people but not for meetings; and/or

b if alcohol is to be consumed.

Where the Wynyard Yacht Club has waived hire fees and charges, a payment of Bond is still required if the event meets any of the above criteria.

7 CLEANLINESS AND SECURITY

The Hirer is responsible to leave the Building and all premises in a clean, tidy and secure manner immediately after the conclusion of EACH use including:
a remove all waste from the Building;
b sweep out all floors, and mop as required;
c turn off all lights, heaters, and disconnect all appliances from the power supply; ensure that all doors, windows, gates and the like are closed and securely locked before leaving. If keys are issued the Hirer must strictly control custody and use of keys issued. (Copies of keys are not to be made);
e If a security system is installed, it is to be rearmed; and

f all costs associated with the removal of waste will be charged at cost to the Hirer. If the Building has a CCTV system installed, the Hirer must ensure the system is not tampered with, or the view of cameras unreasonably blocked.

8 ELECTRICAL EQUIPMENT

All electrical equipment brought in for use at the Building must be in good

condition and must have a current electrical test Tag (AS 3760). Power outlets are 10amp or 15amp and appliances/or combination of appliances must not exceed the rating of the outlet. (DO NOT USE 10 AMP

PLUGS IN 15 AMP OUTLETS OR FORCE 15 AMP PLUGS INTO 10 AMP OUTLETS) It is recommended that double adaptors/multi plug in power boards and heating appliances are not to be used.

Hirers are not to overload the electrical supply in the Building. Any costs associated with an electrical call out will be on charged to the Hirer at cost and any Bond may be called on to pay same.

9 DAMAGE

Without the prior written approval of the Wynyard Yacht Club the Hirer must not:
a make modification or improvement to any building, equipment, or any part of the facility;

b alter, erect or remove any building, structure, equipment, or vegetation;

c display, affix, paint or exhibit any notice, sign, advertisement, scenery, fittings or decorations of any kind on the building or attached or affixed to the walls, doors or any other portion of the building, fittings or furniture, without prior written consent. If written consent is given, all articles and property shall be removed by the Hirer at the end of the function.

Unless the Wynyard Yacht Club has given its consent in writing, the Hirer must not permit the use any balls or other sporting

equipment in any manner within a building, or immediately adjacent.

The Hirer must not damage, deface or use inappropriately any facility, equipment, in the Building. The floors, walls, any fittings or furniture shall not be broken, pierced by nails or screws, marked by Blu-tack, sticky tape or in any other way damaged. For any damage, defect or fault noted on the Building the Hirer must:

a take immediate action to mitigate any risk to the health or safety of any person or property in the Building and/or to prevent exposure to the risk, including terminating its use of all or part of the Building as required;

b report it to the Wynyard Yacht Club on the next working day immediately following the use;

c accept full responsibility for abuse, damage, destruction or loss of Wynyard Yacht Club property, except for normal wear and tear.

The Wynyard Yacht Club will not be liable for any loss or damage sustained by the Hirer or any other person arising from a decision by the Hirer not to use or to discontinue its use of all or part of the Building.

Reporting of Maintenance/Breakdown Issues:

If a building fault occurs during the hire period e.g. water, sewerage, or electricity; the Hirer must contact Wynyard Yacht Club immediately

10 PATRON AND PUBLIC BEHAVIOUR

The Hirer is responsible for the supervision of all people in the Building during the approved period/s of use and is to take appropriate measures for participant and crowd behaviour and control to ensure the safety and security of people and property within and adjacent to the Building. No obscene or insulting language or disorderly behaviour or damage to property shall be permitted in the venue. The Hirer is to be responsible for full observance of these conditions and for the maintenance and preservation of good order in the building throughout the whole duration of the period of use.

11 MATERIALS AND EQUIPMENT OF THE HIRER

The following remain the responsibility of the Hirer and are not the responsibility of the Wynyard Yacht Club:

a Personal belongings, money or private property brought onto the Building by any person;

b Equipment and materials owned, purchased or supplied by the Hirer and brought onto and/or stored in the Building, other than items deemed to form a fixture or fitting of the facility. The Hirer indemnifies the Wynyard Yacht Club against claim for any article or thing being lost, damaged or stolen.

12 INSPECTIONS AND ACCESS BY WYNYARD YACHT CLUB

The Hirer must provide the Wynyard Yacht Club and its officers and agents with reasonable access to the Building during the period of hire for examining the condition of the Building or for

monitoring the compliance of requirements under this Agreement. Where required and at their discretion, Wynyard Yacht Club members may personally inspect the Building to ensure compliance with these hire conditions. In the event of any dispute or difference arising as to the interpretation or compliance of the Agreement, the matter is to be referred to a person nominated by the Commodore of Wynard Yacht Club and the decision of that person shall be final notwithstanding the right of each party for recourse to a process of judicial determination.