

MANNING VALLEY HOCKEY ASSOCIATION INC.



Taree Hockey Centre

All Correspondence: PO Box 315, Taree 2430 Telephone: (02) 65510472

Fax: ((02) 65510472

ABN

[Email: secretary@manningvalleyhockey.org.au](mailto:secretary@manningvalleyhockey.org.au)

President: Deb Monck

Vice President: Michelle Collier

Secretary: John Surtees

Treasurers: Lorretta Bennett

Club House Hire by Manning Valley Hockey Member Clubs - Terms and Conditions 2019/2020

To ensure the smooth operation of your function, we ask that the terms and conditions of this contract. Should you have any questions, please do not hesitate to call the Association for assistance.

1. The hirer/member must be present at the function at all times. All functions must conclude at 12 midnight, unless prior arrangement has been made. Application for extensions must be made in writing 14 days prior to your function. The association will not accept applications for 18th or 21st birthdays, where alcohol is to be served.
 - The Association reserves the right to employ professional door supervision if it feels the need. The cost and necessity for this will be agreed no less than one month before the event.
 - Club officials must be in attendance in the ratio indicated below : And the Police will be notified of said function

1 – 50, 1 Persons
51 – 100, 2 People
100 – 120, 3 People
2. A Hire fee of **\$55** is to be paid in full 14 days prior to the function and after acceptance of the application. Should the booking be cancelled prior to the allocated date, another booking being. The above fees are inclusive of GST.
3. A bond of **\$400** is to be paid no less than 14 days prior to the function. The bond will be returned within 10 days after the function less the cost (if any) of additional cleaning, repairs of damages, replacement of breakages etc. Additional cleaning will be charged at **\$50** per hour.
4. The bar staff will be provided by the Manning Valley Hockey Association Inc, at no extra cost.
5. Caterers may be employed by the hirer and must have their own Public Liability Insurance Policy and Workers Compensation Insurance Policy must be provided.
6. Entry to the hall is acceptable after 12 noon on the day of the function by prior arrangement.
7. Keys for admission to the building to be obtained from the Club House Manager by arrangement prior to the function.
8. Occupancy limits apply to the club premises. The hirer shall not have more than 120 people in attendance at their function.
9. The areas being hired consist of the main entrance foyer, main hall, kitchen, balcony and toilets and courtyard. **STRICTLY** under no circumstances will other areas be entered, or association equipment interfered with.

10. The hirer is responsible for leaving the premises and car park in a clean and tidy state on departure, or prior to any groups using the clubhouse the following morning. All equipment must be returned and furniture stacked as found on arrival.
11. All damages/breakages etc. must be reported to the Manning Valley Hockey Association Inc within 24 hours.
12. Decorating of the hall is authorized but under no circumstances are nails, staple guns etc to be used or anything stuck to painted surfaces. All decorations must be removed at completion of the function. Association honor boards, displays, photos etc. must not be interfered with. The types of decorations intended must be made clear on the Clubhouse Hire Hall Application Form.
13. The hirer shall be responsible for replacement, or repair, of fittings, furniture, building structures, appliances, carpet etc. damaged whilst in use by them and/or their guests. Any items missing, damaged or broken from the Manning Valley Hockey Association Inc clubhouse, and attached facilities will be invoiced to the hirer and costs deducted from the bond.
14. If the extent of the damage/breakage or missing items is deemed to be in excess of the moneys paid as bond, then the bond shall be deemed forfeited to the Manning Valley Hockey Association Inc, and an invoice for the balance will be issued to the hirer, with the account payable within 30 days from date of issue.
15. The Club house, kitchen, toilets etc. must be returned to a clean and tidy state. This includes the kitchen, appliances and floors within, carpet within the hall, removing all rubbish from the building, including kitchen and toilets and courtyard. If not deemed to have been cleaned to a satisfactory standard, then money will be deducted from the bond to cover the cleaning expenses incurred by the Manning Valley Hockey Association Inc as in point 4.
16. The Manning Valley Hockey Association Inc Club House Manager will be the Board when determining the return of Bond Monies.
17. Manning Valley Hockey Association Inc as principle Leaser, reserves the right to have access/use of the main hall as and when required, with precedence for use over any casual/regular hirer, provided 14 days notice in writing of intent to use the facility is given by Manning Valley Hockey Association Inc in advance, to the casual/regular user. Similarly, any casual/regular hirer are required to give 14 days' notice in advance to terminate the hire agreement and/or casual booking; otherwise the hire charge will still apply.
18. The kitchen is for the express purpose of food preparation, reheating and distribution as well as the serving of tea and coffee, and is not to be used for any other purpose.
19. The facilities must be left locked, secured and alarmed on departure, with lights and fans being turned off. There will be a penalty if the facility is not secured and alarmed by 12 midnight.
20. The paved areas around the club house must be checked for any broken glass and other waste/rubbish, and this must be cleaned up and disposed of appropriately in the bins around the outside of the courtyard.
21. Liquor purchased through the Manning Valley Hockey Association Inc Bar must be consumed on the premises.
22. The Manning Valley Hockey Association Inc practices Responsible Service of Alcohol. Our service staff has the right to refuse service to any person or persons they deem to be intoxicated. They will not serve minors, and will refuse to serve any person seen giving alcohol to minors. The Service staff has the right to ask for proof of age. Alcohol may only be consumed in the designated licensed area of the club. Any guests caught drinking outside the club house surrounds. The bar staff reserve the right to close the bar earlier than the specified time in the hiring contract if the behavior of patrons/guests becomes unruly and also reserve the right to call the Police if deemed necessary.
23. There is to be **NO SMOKING** in the Club House and its surrounds. This includes the entrance and exit area, and the toilets.

24. The Manning Valley Hockey Association Inc bar service staff reserve the right to require your guests to leave the premises if their behavior is deemed to be offensive, violent, or they are conducting themselves in a drunken disorderly or lewd manner.
25. It is a condition of this Contract of Hire that the Manning Valley Hockey Association Inc shall accept no responsibility/liability what so ever for damage caused, or found to be caused, to persons or property on its premises as a result of the negligent acts or omissions of the hirer, guests of the hirer, invitees or persons under the control of the hirer.
26. The hirer is responsible for the security of all guests, invitees and the premises of the Manning Valley Hockey Association Inc. whilst using the facility. Any damages caused by uninvited persons to the hirers guests or to the Manning Valley Hockey Association Inc. premises/facilities shall be deemed the responsibly of the hirer.
27. If any function is found not to be that as stated in the application Hire Form, all monies including the bond, will be forfeited.
28. The hirer is to ensure that they hold adequate public liability insurance for the function (see the attached sheet – Insurance requirements) and sign the attached form Clubhouse Hire Public Liability form.

I acknowledge acceptance of the terms and conditions on the previous page.. I have read and understand the above disclaimer and will not hold Manning Valley Hockey Association Inc liable for any such acts or incidents.

Booking Sheet

This sheet and a signed copy of our Terms and Conditions must be returned to the above address, together with the deposit required, no later than 14 days from your tentative booking to confirm your function date.

<i>Hirer</i>						
Name	First name		Last name			
Address	No & Street				Postcode	
	Suburb					
<i>Name and address of person responsible for function if different to above:</i>						
Name	First name		Last name			
Address	No & Street				Postcode	
	Suburb					
Phone	Home		Work		Mobile	
Email						
Nature of function:	(e.g. wedding)	Private?			Commercial	
Preferred date	dd/mm/yyyy	Alternate date		dd/mm/yyyy		
Function	From: (e.g. 3		To: (e.g. 11 pm)			

hours	pm)			
Requested set-up time	e.g. 1 pm			
Number of people attending	Approx: people	Maximum 120	Type of entertainment	
Type of catering	Self		Caterer	
If using a caterer				
Name of caterer			Phone	Email
Types of beverage				
Will you be providing extra furniture?	yes	no	Type of decorations envisaged	
Method of payment of \$200 hire fee				
Method of payment of surety bond \$400				
<i>Please print the form, read the declaration on page 4, sign and date.</i>				
<p>DECLARATION:-I have read the “Conditions of Hire of Club House” for Manning Valley Hockey Association Inc and understand my obligations as hirer.</p> <p>I am solely responsible for any damage caused, the good order and conduct of the function, and agree to comply with the conditions and abide by any decision made by the Committee of Management of Manning Valley Hockey Association Inc and/or its nominated security guard</p>				
Signature of person responsible for the hire				
			Date	

Manning Valley Hockey Association Inc

Club House Hire – Public Liability

It is to be acknowledged that the Manning Valley Hockey Association Inc has indemnified its members from any negligent act that may result in a claim against members. It is however the responsibility of the club house hirer to indemnify themselves against any negligent act that may result in a claim against them during the period of the Club House hire arrangement including any allowed time prior or after the scheduled event in which set up and clean up may occur.

Any personal injury to contractors either delivering or collecting goods or persons engaged in the set up or clean up of the function remains the responsibility of the hall hirer. Should the hall hirer be given prior instructions or have prior knowledge of a potential danger and then choose to ignore or pass on such given warnings or instructions then liability remains with the hirer.

The Manning Valley Hockey Association Inc accepts no responsibility for items that may be found broken or damaged and knowledge of such was not apparent prior to the use of the item or appliance and subsequent injury occurs - commonsense is to prevail and the matter brought to the attention of the Manning Valley Hockey Association Inc Club House Manager at the earliest possible occasion.

I, _____ acknowledge that I have read the above and understand the ramifications of same. I also take full responsibility of any action that may result in a claim for negligence that may have been prevented by my personal response.

Signed: _____ Date: _____

OR

I have read and agree to abide by the —Conditions of “Hire” for the Manning y Hockey Association Inc Club House. I am fully aware of my responsibility in ensuring that the rules are strictly adhered to by all guests and other persons present. I hereby attest that the information above is correct.

I understand that as the hirer, AND I ELECT NOT TO TAKE OUT PRIVATE INSURANCE, I may be sued for any occurrence not the fault of the caterer or the Function Centre owner.

Signed:

Date:

Print Name:

Manning Valley Hockey Association Inc
PO Box 315
Taree 2430
E mail Address

Phone: _____ Fax: _____

Entertainment Protection Plus

Public Liability Insurance

Manning Valley Hockey Association Inc.

1. Hirer's Insured Name:- _____

(Note- Insured Name is the Legal entity to be insured e.g. ABC Pty Ltd, J & G Smith T/as.....)

2. Postal Address:- _____ Postcode:- _____

3. Contact Phone Number:- _____ 4. Email:- _____

4. Period of Insurance :- From _____ to 4pm _____

5. Sum Insured:- \$10,000,000

UNINSURED VENUE / HALL HIRER'S QUESTIONNAIRE

6. Please provide an average attendance for your event:-

7. Please list the types of activities being carried out at the venue. i.e. If concert, party, conference)

Aon Risk Services Australia Limited CAN: 000 434 720

Entertainment & Events Insurances Division

September 2008

8. If the event is a public event, (i.e. concerts etc), who provides security, alcohol (liquor licence), sound & lighting, stage (if permanent not available)?

PREVIOUS HISTORY

9. Have you or any of the uninsured hall hirers to be covered by this insurance, ever experienced any occurrence which could have or has given rise to a claim under this type of insurance? YES / NO

If Yes, please provide details:-

DECLARATION AND SIGNATURE

I / We hereby acknowledge that I / we have complied with the duty of disclosure which is stated above. I / We confirm that the answers and statements in this proposal (and any attachments) are correct and that no information has been withheld which may affect your decision to accept this proposal or the terms of the proposed Policy.

Signature of Proposer

Date

Insurance Requirements

Manning Valley Hockey Association Inc. requires that all Hirers of the Club House hold Public Liability Insurance, with an expiry date not earlier than the day following the date of Club House Hire.

This Insurance should be provided by an APRA (Australian Prudential Regulatory Authority) approved Insurer and have a limit of liability not less than \$10,000,000.

The Policy of Insurance must be vested in the same name as the Club House Hirer.

Proof of Insurance, in the form of a "Certificate or Currency" issued by the Insurer must be provided at the time of application.

Note To Hirer

It is suggested that any potential (Private) Hirers discuss the insurance requirements requested above with their existing Home and/or Contents Insurer, as the Insurance required above may be included in existing policies (if held).

The Hirer should also consider the value of any personal items brought to the Club House required for the staging of the event eg. Music Equipment as the Manning Valley Hockey Association Inc. accepts no responsibility for property not owned by it.

The Manning Valley Hockey Association Inc. accepts no responsibility for property belonging to any others left at, stored in, or in use at the premises

	Check List	Tick
1	<p>Equipment: Manning Valley Hockey association Inc, use of the kitchen, including the microwave, BBQ and fridge.</p> <p>Bar / Alcohol / Ice: Any bar and/or bar equipment must be on the balcony only, and must not be placed on the carpet.</p>	
2	<p>Decorations: Can be used but must be limited to flowers, balloons or hanging ornaments. Candles may not be used. The use of pins, nails, screws or staples is not permitted – use of such items will cause loss of the hire fee. Hirers are expressly advised that defacing of, or damage to, any club honour boards or photographs will lead to automatic loss of surety bond.</p>	
3	<p>Off limits: The Hockey Fields and bottom storage areas off limits to all function attendees.</p>	
4	<p>Duration of hire function: is as per the attached application form unless otherwise agreed by the Manning Valley Hockey association Inc. All evening functions must be finished by 12 midnight. Persons may stay after this time only for the purpose of cleaning.</p>	
5	<p>No smoking: It is the responsibility of the hirer to ensure that guests do not smoke in the clubhouse. This includes the hall and the adjacent balcony.</p>	
6	<p>Decorum: The hirer and his/her/their party are required to conduct themselves in an orderly manner and when leaving the hall should do so quietly. The hirers are responsible for the quantity of alcohol consumed and are expected to exercise their discretion in refusing to supply alcohol to any member of their party who is intoxicated and removing that person from the association. The directions of the association's security guard must be observed and complied with at all times. In extreme cases of unacceptable guest behavior, this will include the hirer summarily being directed to conclude the function and vacate the association's premises. In this case there will be no refund of hire fee and surety bond.</p>	
7	<p>Cleaning: It is the responsibility of the hirer to clean the function room , canteen, toilets and equipment to the order in which they were found, or a cleaning fee will apply. The cleaning fee will be deducted from the hirer's hire fee.</p>	
8	<p>Removal of wastes: Foodstuffs, glass, cans etc. are to be removed from the premises and placed in the council bins located outside the club entrance. Any items left for the association to dispose of will be charged at commercial disposable collection rates.</p>	
9	<p>Limit of liability: Should the building become unusable to the hirer due to fire, tempest, vandalism or any other reason beyond the control of the association, then the association is only liable for the refund of the hire fee and surety bond.</p>	
10	<p>Damage: The cost of repairing any damage rendered to the building, fixture, fittings, floor coverings, electrical equipment, furniture, interior decorations etc. will be borne by the hirer.</p>	
11	<p>Injury: The Manning Valley Hockey association Inc. accepts no responsibility for any injury suffered by person/persons hiring the clubhouse or any person in attendance during the period of hire, whether the injury is received in the clubhouse or its precinct.</p>	

12	<p>Theft of property: Renewal or replacement of property of the clubhouse whether it belongs to the club or the club members will be the sole responsibility of the hirer. The Committee of Management of the Manning Valley Hockey association Inc. will take legal action where deemed necessary.</p>	
13	<p>Matters not provided: The Committee of Management of Manning Valley Hockey association Inc. or its duly elected office bearers will adjudicate any matter not covered by the "Conditions of Hire".</p>	
14	<p>Payment: The hall hire fee and surety bond must be lodged with the hire application form. The security guard must be paid in cash at the time of the function.</p>	
15	<p>Refunds: The refund of the surety bond is subject to the approval of Association Committee. This will normally be considered at the first monthly meeting following the hire. The Committee will issue a statement of account itemising any deductions imposed.</p>	
16	<p>Cancellations: In the event that the hirer cancels the booking:</p> <p>(a) For bookings cancelled more than four weeks before the booking date, Manning Valley Hockey association Inc will refund the hire fee less a \$100 administration fee;</p> <p>(b) For bookings cancelled less than four weeks before the booking date, the hire fee is non-refundable.</p>	
17	<p>Hire charges: There are three charges for hiring the hall.</p> <p>1 The hire fee is \$55</p> <p>2 The surety bond is \$400.</p> <p>3 The charge for the security guard is \$250, or \$300 to start before 6pm if deemed required.</p> <p>The hire fee and surety bond must accompany this application for hire form.</p> <p>In the event that the hall is not left to the satisfaction of the LRC committee, the \$400 surety bond will be retained by the association to cover the cost of returning the hall to the required standard.</p> <p>In the event that the requested date is not available, the Manning Valley Hockey association Inc will refund the hire fee and surety bond in full.</p>	