

SANDRINGHAM CLUB



VENUE HIRE TERMS AND CONDITIONS

1. Defined Terms

In these Terms and Conditions:

Agreement means the Venue Hire Agreement constituted by the Hire Details and these Venue Hire Terms and Conditions.

Credit Card Transaction Fee has the meaning given in clause 7.

Deposit has the meaning given in clause 3.1.

Event means the Event specified in the Hire Details.

Event Manager means the person Sandringham Club appoints from time to time to manage the Event.

Final Invoice has the meaning given in clause 6.3.

Hire Details means the Hire Details set out in the Venue Hire Agreement signed by the Hirer and Sandringham Club.

Hire Period means the hire period (from start time to finishing time) specified in the Hire Details.

Hirer means the Hirer specified in the Hire Details.

Sandringham Club means Sandringham Club Inc. ABN 33 347 313 064 (trading as "Sandringham Club").

Preliminary Invoice has the meaning given in clause 4.1.

Projected Function Costs means the estimated charge for hiring the Venue for the Event, calculated on the basis of the Hirer's requirements for the Event as agreed between the Hirer and Sandringham Club.

Representatives of a person means all representatives, officers, employees, agents, guests, invitees and contractors of that person or a related body corporate of that person.

Venue means the venue specified in the Hire Details.

2. Hire of Venue

2.1 The Hirer agrees to hire from Sandringham Club, and Sandringham Club agrees to make available to the Hirer, the Venue for the Event during the Hire Period on the terms and conditions of the Agreement.

2.2 Prices quoted for the Event are based on Sandringham Club current price list and may be subject to alterations at any time. Prices are

reviewed annually and are applicable from July 1 to March 31 each year.

3. Payment of Deposit

3.1 Upon signing the Agreement, the Hirer must pay Sandringham Club a deposit of 20% of the amount of the Projected Function Costs specified in the Hire Details or \$500.00, whichever is greater, (the "Deposit") together with any applicable Credit Card Transaction Fee.

3.2 Notwithstanding any other provision of the Agreement, the Hirer acknowledges and agrees that until such time as the Deposit (and any applicable Credit Card Transaction Fee) is received in cleared funds by Sandringham Club, Sandringham Club is free to hire the Venue to another person for the Hire Period and terminate the Agreement by giving notice to the Hirer.

4. Final Numbers

4.1 Not less than 7 business days prior to the Event, the Hirer must notify Sandringham Club of the final confirmed guest numbers for the Event and confirm the menu selection, the beverage selection and all other details necessary for the proper and efficient conduct and running of the Event. These details will provide the basis for the revised Projected Function Costs which will be invoiced to the Hirer prior to the Event (the "Preliminary Invoice").

4.2 The Hirer acknowledges that Sandringham Club has minimum guest numbers for each type of event. The Hirer agrees to the minimum number of guests for the Event specified in the Hire Details (the "Minimum Number of Guests"). If the final confirmed guest numbers provided under clause 4.1 falls below the Minimum Number of Guests, the revised Projected Function Costs will be calculated on the basis of:

- the final confirmed guest numbers provided under clause 4.1 in addition to a venue hire charge agreed between the Hirer and Sandringham Club; or
- the Minimum Number of Guests (if the Hirer and Sandringham Club do not agree a venue hire charge for the purposes of clause 4.2(a)).

4.3 Increases of up to 10% of the confirmed guest numbers to venue capacity may be made up to 3 working days in advance of the Hire Period. Increased numbers will be charged to the Final Invoice. There will be no refund for any reduction in guest numbers below the final confirmed guest numbers provided under clause 4.1.

Sandringham Club Inc.

92 Beach Road, Sandringham, VIC. 3191 | established 1913 | abn 33 347 313 064

t22 | f (03) 9533 5210 | e manager@sandringhamclub.com.au | w www.sandringhamclub.com.au

credit card being 1.5% of the transaction fee inclusive of GST; (the "**Credit Card Transaction Fee**").

4.4 Sandringham Club reserves the right not to accept any increases in guest numbers where such increases may result in non-compliance with any applicable laws or regulatory requirements including occupational, health and safety requirements or for any other reason at the discretion of Sandringham Club.

5. Changes to Hire Period

5.1 The Hirer acknowledges and agrees that the hire of the Venue for the Event is for a fixed period and that any extensions of the Hire Period and the bump in and bump out times provided under clause 10.3 will incur additional venue hire charges.

5.2 The bump in and bump out times provided under clause 10.3, will only be extended at the discretion of Sandringham Club. The Hirer agrees to pay an additional venue hire charge specified by Sandringham Club for each extension required.

6. Payment

6.1 The Hirer must pay Sandringham Club the Projected Function Costs specified in the Preliminary Invoice less the amount of the Deposit (in addition to any applicable Credit Card Transaction Fee) at least 5 days prior to the commencement of the Hire Period.

6.2 In addition to the Projected Function Costs, the Hirer will be charged for:

- (a) any increase in the confirmed guest numbers after calculation of the Preliminary Invoice;
- (b) any extra cleaning, waste removal, repair or reinstatement of the Venue that Sandringham Club reasonably considers is required after the Event;
- (c) each hour or part of an hour that the Hirer or its Representatives occupy the Venue after the end of the Hire Period;
- (d) any additional surcharge that Sandringham Club may apply for food and beverage charges if the Event is held on a Sunday or a public holiday. A surcharge may also be charged by Sandringham Club if the Event extends beyond midnight;
- (e) any other charges payable by the Hirer under the Agreement (for example, under clauses 5, 10.2, 12.6, 12.14 and 12.15), (the "**Additional Charges**").

6.3 Any Additional Charges payable by the Hirer and not already included in the Projected Function Costs will be invoiced to the Hirer following the conclusion of the Event (the "Final Invoice") and must be paid by the Hirer (together with any applicable Credit Card Transaction Fee) within 14 days of the Event.

7. Credit Card Charges

The Hirer must pay Sandringham Club a credit card transaction fee for any payment made by the Hirer by

8. Cancellation/Postponement

8.1 Subject to the Hirer paying Sandringham Club the fees specified in this clause, the Hirer is entitled to cancel its booking for the Venue by notifying Sandringham Club in writing:

- (a) 90 days or more prior to the date of the Event, on forfeit of the Deposit;
- (b) at least 30 days or more but less than 90 days prior to the date of the Event, on payment of 50% of the Projected Function Costs or \$1,000 (whichever is the greater);
- (c) 30 days or less prior to the date of the Event, on payment of 100% of the Projected Function Costs or \$1,000 (whichever is the greater).

8.2 In the Event of cancellation, Sandringham Club is entitled to retain the Deposit and/or any part of the Projected Function Costs already paid and to offset the Deposit and/or any part of the Projected Function Costs already paid against amounts payable by the Hirer pursuant to clause 8.1.

8.3 Cancellation charges must be paid by the Hirer (together with any applicable Credit Card Transaction Fee) within 7 days of invoice.

9. Food & Beverages

9.1 The Hirer must not, and must make sure that its Representatives do not, bring, serve or sell any food or beverages (including liquor) in the Venue.

9.2 All catering is to be provided by Sandringham Club's contract caterer. Hirers may specify if they would like to bring a celebratory cake. Any function booking where alcohol is to be available must include an appropriate catering package in order for the venue to be compliant with the responsible service of alcohol. Catering charges will apply for all guests in attendance.

9.3 If approval is given for the supply of food product from an outside supplier, documentary evidence must be provided to confirm that the supplier is accredited under the applicable food safety legislation. The food product will be subject to food safety checks and non-compliance will result in the food product being refused.

9.4 As a fully licensed venue Sandringham Club requires all beverages to be purchased from the Club. Hirers and/or their guests are prohibited from bringing beverages onto the property. Slurpee machines or any other type of outside contract beverage equipment are not permitted. Open alcohol containers or beverages are not to be taken away from the venue.

- 9.5 Sandringham Club is committed to the responsible service of alcohol within the Venue. Sandringham Club reserves the right to refuse service to any person which it believes is under 18 years or in a state of intoxication.
- 9.6 Sandringham Club reserves the right to change or delete menu items based upon seasonal availability. Whilst Sandringham Club will endeavour to obtain its listed wines, due to seasonality and vintage limitations, there is no guarantee that the Hirer's selection will be available in quantity. In this instance, a comparable wine will be offered.
- 10. Set Up & Delivery**
- 10.1 Deliveries of equipment and other things to the Venue by or on behalf of the Hirer must be arranged in advance with the Event Manager. All deliveries must be clearly marked with the Hirer's information.
- 10.2 While Sandringham Club will endeavour to assist in the movement of goods/equipment from the loading bay to the function room of the Venue, assistance will only be offered on the basis of staff availability at the time and additional staffing charges may apply.
- 10.3 Unless otherwise agreed in writing by Sandringham Club, access to the Venue for set up (bump in) will be provided during the 3 hour period immediately prior to the Hire Period and one hour is allowed for bump out immediately following the Hire Period.
- 10.4 The names of any people involved in the Event requiring access during bump in and bump out times must be provided to the Event Manager at least 24 hours prior to the commencement of the Hire Period date. Access or entry may be refused if security is compromised in any way.
- 10.5 There is no short or long term storage available for equipment at the Venue. Collection of all goods/equipment brought into the Venue by or on behalf of the Hirer must be removed immediately following the Event unless an alternative arrangement has been made in advance with the Event Manager.
- 10.6 Sandringham Club accepts no responsibility or liability for any loss or damage to any goods or equipment left in the Venue prior to, during or after the Event.
- 11. Admission and Removal from the Venue**
- Sandringham Club may at any time, at its discretion:
- (a) refuse admission of any person to the Venue; or
- (b) direct any person to leave the Venue.
- 12. Use of the Venue**
- 12.1 **Access to other Club Areas;** Sandringham Club is a member club with several areas restricted for the use of members only. Private function guests may access the room that has been hired, plus bathroom facilities. Access to other areas including (but not limited to); The Members' bar, squash courts and snooker room is not permitted.
- 12.2 **Entertainment/rehearsals:** The Hirer must obtain the prior written approval of the Event Manager for all entertainment (including the use any audio, audio visual or other equipment) at the Event. Rehearsal times for entertainment must be approved in writing in advance by the Event Manager.
- 12.3 **Suppliers:** Sandringham Club has preferred suppliers for all staging, production, lighting, floristry and other like requirements. The use of alternative suppliers by or on behalf of the Hirer must be approved in writing in advance by the Event Manager.
- 12.4 **Floor plans:** The Event Manager will provide the Hirer with a detailed floor plan for the Event. Changes to the floor plan must be approved in writing in advance by the Event Manager and must comply with all legislative and regulatory requirements, including occupational health and safety and emergency egress requirements.
- 12.5 **Smoking:** The Venue is a non-smoking venue. The Hirer must not, and must make sure that its Representatives do not, smoke in the Venue. The Hirer will be liable for any costs arising from the setting-off of smoke detectors, whether by unauthorised smoking or any other activity during the Event.
- 12.6 **Confetti, rice etc:** Unless otherwise approved in writing in advance by the Event Manager, the Hirer must not, and must make sure that its Representatives do not, throw any confetti, glitter, poppers, streamers or rice in the Venue. Any additional cleaning required in this event will be charged to the Hirer.
- 12.7 **Candles:** If the Hirer wishes to use candles or candelabras in the Venue other than oil burning candles, appropriate measures must be taken by the Hirer to prevent wax damage to linen, table tops etc. Any additional cleaning required due to wax spillage will be charged to the Hirer.
- 12.8 **Smoke machines, naked flames etc.** Smoke machines, special balloon effects, pyrotechnics and special effects involving the use of naked flame are not permitted in the Venue without the prior written approval of the Event Manager at least 7 days prior to the Event.
- 12.9 **Displays & signage:** The Hirer must not, and must make sure that its Representatives do not, without the prior written approval of the Event Manager:
- (a) construct, display, affix or exhibit in the Venue anything, including signs, displays, fights or advertisements of any kind; or
- (b) nail, screw, staple or otherwise adhere anything to any surface of the Venue.

12.10 **Noise level:** The Hirer must comply with any reasonable determinations of Sandringham Club in relation to noise levels within the Venue.

Sandringham Club will monitor sound system volume levels, to prevent discomfort for neighbours.

Guests are welcome to smoke on the veranda overlooking Beach Road and beverages may be taken outside but must not be taken beyond the perimeter of the Club. Staff will continually monitor guest noise levels and behaviour.

12.11 **Exits:** Exit signage must not be covered and access to exits must not be blocked off under any circumstances.

12.12 **Invitations & tickets:** All invitations and tickets for the Event must be approved by the Event Manager prior to their printing and distribution. If tickets for the Event are sold to individual paying clients at an increased selling price, the proposed selling price must be approved in writing in advance by the Event Manager. If Sandringham Club considers that the price is inappropriate for the Event, Sandringham Club may cancel the booking and terminate the Agreement.

12.13 **Advertising material:** The Hirer must not use the Venue name or logo in any print, voice or on-line advertisement without the prior written approval of the Event Manager. All proposed artwork must be approved by the Event Manager prior to distribution.

12.14 **Photography:** Photography is only permitted on the basis that it is for private use and will not be publicly displayed or disseminated to social media without the prior consent of the Club;

12.15 **Security:** Extra security charges may be applicable for certain functions at the Venue. Sandringham Club reserves the right to determine the security levels required for the Event.

12.16 **Cleaning:** General cleaning is included in the cost of the venue hire. An additional fee may be charged at the discretion of Sandringham Club if the Event generates cleaning beyond the normal level.

12.17 **Conclusion of Function:** Bar service in the function room concludes by 12.00am and guests are requested to leave by 12.30am. It is Club policy that function patrons are not permitted into any other area of the facility once a function has concluded. Guests are kindly asked to depart in a quiet manner out of respect for local residents.

13. Hirer obligations

The Hirer must:

- (a) make sure that Sandringham Club and its Representatives have full and free access to all parts of the Venue at all times;
- (b) not carry on or engage in, and make sure that its Representatives do not carry on or engage in, any illegal activity in the Venue (including any illegal

wagering, gambling or other betting activities or consumption of any un-prescribed or illegal drugs);

(c) not carry on or engage in, and make sure that Its Representatives do not carry on or engage in any behaviour or activity in the Venue that is in the reasonable opinion of Sandringham Club, dangerous, offensive, noisy or objectionable;

(d) not use the Venue for any purpose other than that for which it is designed;

(e) comply with, and make sure that its Representatives comply with, all directions given by Sandringham Club and its Representatives, or any competent authority (including the Metropolitan Fire Brigade, Victoria Police and any other authority concerned with public health or safety), relating to the use of the Venue;

(f) not interfere with or overload any fittings, connection or equipment relating to the supply of water, gas, electricity, heating, cooling or lighting to the Venue;

(g) not interfere with Sandringham Club's right to refuse admission or eject any person from the Venue for any reason;

(h) not, and make sure that its Representatives do not, cause any damage or loss (including theft) to the Venue or any property or items provided in the Venue, or make any alterations or additions to the Venue without the prior written approval of the Event Manager;

(i) comply with all laws applicable to the conduct of the Event.

14. Termination

14.1 Sandringham Club may terminate the Agreement (including the Hirer's booking for the Venue) by giving notice to the Hirer if:

(a) the Hirer breaches any term of the Agreement (including any payment obligation);

(b) the Hirer, if it is a company, goes into liquidation, has a receiver, receiver and manager, administrator or similar person appointed, enters into a scheme of arrangement with creditors or is unable to pay its debts as and when they fall due;

(c) the Hirer, if it is an individual, becomes insolvent, which may be evidenced by the Hirer going into bankruptcy, committing an act of bankruptcy or being unable to pay his or her debts as and when they fall due;

(d) the Hirer changes the purpose of the Event without the prior written approval of Sandringham Club; or

(e) Sandringham Club reasonably considers that the staging of the Event or the nature of the Event will, or might, jeopardise public safety or order or

- potentially involve an unacceptable risk of personal injury or damage to property.
- 14.2 Termination by Sandringham Club under clause 14.1 will not:
- (a) release the Hirer from liability in respect of any act, omission, negligence or default which has occurred at or prior to termination; or
 - (b) entitle the Hirer to a refund of all or any portion of the Deposit and/or any part of the Projected Function Costs already paid at the time of termination.
- 15. Exclusion Of liability**
- 15.1 Where conditions and warranties implied by law cannot be excluded, Sandringham Club limits its liability, where it is entitled to do so: in respect of services, to the resupply of the relevant services, or paying the Hirer the cost of that resupply; and, in respect of goods, the repair or replacement of the relevant goods or paying the Hirer the cost of that repair or replacement. Otherwise, Sandringham Club and its Representative will not be liable for any loss or damage (including consequential loss or damage) to any person, however caused (except in the case of a negligent act or omission by Sandringham Club, in which case clause 15.3 will apply) which may arise directly or indirectly in respect of the hire or use of the Venue by the Hirer or any of its Representatives or otherwise under or in connection with the Agreement.
- 15.2 Sandringham Club will not be liable for any loss or damage (including consequential loss or damage) to the Hirer or its Representatives if Sandringham Club is not able to make the Venue available to the Hirer as a result of fire, flood, earthquake or other event or circumstances beyond Sandringham Club's reasonable control. If the Venue is unavailable to the Hirer for any of these reasons then, provided the relevant event or circumstances are not due to any act or omission of the Hirer or any of its Representatives, Sandringham Club will refund the Deposit and any part of the Projected Function Costs already paid by the Hirer to Sandringham Club.
- 15.3 Sandringham Club's total liability to the Hirer for loss or damage suffered or incurred by the Hirer arising out of or in connection with the Agreement as a result of a negligent act or omission by Sandringham Club, will not exceed the aggregate amount paid by the Hirer up to the date of the event giving rise to the loss or damage.
- 16. Release and Indemnity**
- 16.1 The Hirer releases Sandringham Club and its Representatives from any and all liability for any loss of (including theft) or damage to property or the death or injury of any person howsoever arising out of the hire or use of the Venue by the Hirer or any of its Representatives except to the extent such loss, damage, death or injury is caused by the negligence or wrongful act or omission of Sandringham Club or any of its Representatives.
- 16.2 The Hirer indemnifies Sandringham Club and its Representatives against any liability, losses, claims, damages, costs and expenses suffered or incurred by any of Sandringham Club and its Representatives arising directly or indirectly out of the hire or use of the Venue by the Hirer or any of its Representatives except to the extent such liability, losses, claims, damages, costs and expenses are caused by the negligence or wrongful act or omission of Sandringham Club or any of its Representatives. This Indemnity survives termination or expiry of the Agreement.
- 17. GST**
- 17.1 Where either party to the Agreement ("**Supplier**") makes a supply under the Agreement to the other party ("**Recipient**") and the consideration otherwise payable for the supply does not include GST (within the meaning of the GST Legislation), the Supplier will be entitled to recover from the Recipient the amount of any GST payable on that supply if and when the Supplier provides a tax invoice (within the meaning of the GST Legislation) to the Recipient. The amount of any cost recovery under the Agreement shall be reduced by the amount of any input tax credits (within the meaning of the GST Legislation) available in respect of those costs. In the Agreement, "GST Legislation" means the A New Tax System (Goods and Services Tax) Act 1999 and any related Act imposing such tax or legislation that is enacted to validate, recapture or recoup such tax.
- 18. Special Conditions**
- The special conditions (if any) specified in the Hire Details form part of the Agreement. To the extent of any inconsistency between the special conditions and these Venue Hire Terms and Conditions, the Special Conditions will prevail.
- 19. General**
- 19.1 The Hirer must not assign or otherwise deal with any of its rights or obligations under the Agreement without the prior written consent of Sandringham Club.
- 19.2 The Agreement:
- (a) is the entire agreement between the parties concerning the subject matter;
 - (b) replaces all previous representations, communications and agreements on the subject matter.
- 19.3 The Agreement is governed by the law of Victoria.
- 19.4 A change to the Agreement must be in writing and signed by the parties.
- 19.5 A party does not waive its rights or powers under the Agreement by:

- (a) failing to exercise its rights;
 - (b) only exercising part of its rights; or
 - (c) delaying in the exercise of its rights.
- 19.6 Any provision of the Agreement will be read down to the extent necessary to prevent that provision or the Agreement being invalid, voidable or unenforceable in the circumstances.
- 19.7 If, despite clause 19.6, a provision of the Agreement is still invalid or voidable:
- (a) if the provision would not be invalid or voidable if a word or words were omitted, that word or those words will be deleted and;
 - (b) in any other case, the whole provision will be deleted, and the remainder of this agreement will continue to have full force and effect.
- 20. Variation**
- 20.1 Sandringham Club reserves the right to alter these Terms and Conditions, under consultation and agreement with the Hirer, by giving notice in writing to the Hirer and such changes shall take effect 14 days after the date of such written notice.

Function Booking Details

Function Day & Date	
Celebration/Event Purpose	
Client / Company Name	
Contact Name	
E-mail address	
Postal Address	
Contact Phone Number	
Function Date & Arrival Time	
Numbers Attending	
Room Option and Price	
Catering Option & Price	
Menu Selections	

Function Service Times

Start	
Speaker	
Conclusion	

Acceptance

I, the undersigned, hereby agree that I have read and understand all of the details as noted within the Terms and Conditions set out in this function package. I also understand that the confirmation of the date and details of my function will only occur upon receipt of my deposit and the signed acceptance form is provided to Sandringham Club Manager directly.

Sandringham Club is a private Members Club and is not to be used in any function advertising literature other than including the Club name and address for people to be directed. The use of Sandringham logo or image requires a written request for Committee approval.

Payment details

Credit Card Number: / / Exp: /

Client Signature: Date:.....