



# LEOPOLD CRICKET CLUB VENUE BOOKING GUIDELINES 2022

## 1. Application for use

The application for use shall be;

- Signed by the hirer or their authorised representative desiring the use of the facility.
- All information required on the application must be supplied for application to be accepted.

## 2. Permission to use the facility

Permission to use the facility may only be granted by a member of the Leopold Cricket Club committee executive. It shall be at the discretion of the club to refuse to let the facility.

Notwithstanding that the Facility may have been let and that these conditions have been agreed to and signed and the hiring and other charges paid, the club shall, if it sees fit, cancel any such letting and direct return of all money paid. The Hirer agrees in such cases to accept the same, and to have consented to such cancellation, and to have no claim at law or in equity for any loss or damage in consequence thereof.

## 3. Confirmed Bookings

A booking is confirmed when;

- For casual hirers – the fully completed Hire Application documents and deposit is received and there are no overdue booking accounts outstanding.

## 4. Cancellations

Bookings must be advised as soon as possible, but at least **7** days prior to the date of usage.

Also no more than 25% of reoccurring bookings can be cancelled (regardless of notice given) otherwise the deposit will be forfeited.

## 5. Charges

General charges for the facility will be determined by the committee of the club and may at the discretion of the club vary from time to time.

For the hire to proceed, a security bond as determined by the club and the full hire fees must be paid at least **14 working days** prior to the use of the facility. The bond is security for any damage to the building and / or breach of conditions of hire. The total bond will be refunded to the hirer no earlier than **14 days** after the function, provided the hirer has complied with all aspects and conditions of the hire.

Should the cost of repairing the damage to the property exceed the bond, the club will recover the cost of the repairs (including cleaning) from the hirer and the hirer agrees to pay this cost.

The extra cost of cleaning as a result of the function will be deducted from the bond. An account for additional costs will be forwarded by the club to the hirer within **30 days**.

## 6. Limit of Hiring

The hirer shall end all meetings or functions not later than the agreed time stated on the hire application form and shall remove all decorations, litter, property belonging to the hirer and vacate by the clean-up and exit time stated on the hire application form or multiple bookings schedule.

Failure to comply with this section may result in additional charges being made against the hirer.

The Hirer: shall comply with all requirements of the Health Act, Local Government Act, Australian Performing Rights Associates, Liquor Licensing Regulations and appropriate Occupational Health and Safety Legislation, if and when applicable and any regulations herein contained, and shall be liable for any breaches of such Acts or Regulations.

## 7. Decorations

- The use of confetti, streamers or similar articles of decoration is prohibited.
- No tape, Blue tac, pins etc., are to be attached to painted surfaces or flooring.
- All decorations must be removed at the end of the function. If this is not carried out, the costs of the clean-up will be deducted from the security bond.

## 8. Free Access

The club or its representatives shall at all times, notwithstanding any hiring, be entitled to free access to any and every part of the building.

## 9. Damage

The floors, walls, curtains, lights or any part of the building, or any fittings or furniture shall not be broken, pierced by nails, pins or screws or in any other way damaged, and no notice, sign, or advertisement or scenery or fittings of any kind shall be erected in the building or attached to or affixed to the walls, floors, doors or any such portion of the building, fittings or furniture without prior consent of the club.

Likewise all furniture and equipment shall be kept in good working order.

Any damage to the building, furniture or equipment shall be reported to the club's executive committee the same or the following business day. The hirer will be responsible for repairing / replacing any damage to the building furniture or equipment.

## 10. Good Order

The hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of the good order of the facility and in the approaches thereto, throughout the whole duration of the hiring.

The hirer shall leave the facility, including toilets, kitchen areas and approaches in a clean and tidy state and dispose of all rubbish. Furniture and equipment must be left in the position as found prior to the hiring as arranged with the club.

If necessary, extra cleaning charges will be at an additional charge to the hirer.

## 11. Security Services

The club reserves the right to request extra security for functions.

## 12. Police Attendance

Should the hirer request police attendance during their function, they shall be responsible for all expenses in connection with such attendance, and notify the club of the police attendance.

## 13. Obstructions

The hirer shall comply in every respect with regulations under the health acts, with regard to public buildings for the prevention of overcrowding, obstruction of gangways, passages, corridors or any other part of the building.

Any person causing an offence against such regulations shall be removed from the building.

## 14. Theft

The club shall not be liable for any loss or damage sustained by the hirer, or any person, firm or corporation entrusted to or supplying any article to the hirer by reason of any such articles or things being lost, damaged or stolen.

The hirer hereby indemnifies the club against any claim by any such person, firm or corporation in respect of such article or thing.

## 15. Restrictions

The facility must not in any way be 'sub let' or hired or allowed to be used by any other user other than the organisation / hirer named on the booking application form.

## 16. Equipment

The hirer must request permission to use any electrical or mechanical equipment other than that supplied with the facility. Any electrical equipment brought into the facility must have a current inspection and testing tag affixed to indicate that it is safe for use as certified by a competent person.

Smoke machines and pyrotechnics are not permitted in the facility due to smoke alarms and risk.

## 17. Non Smoking Provisions

The club and facilities are smoke free areas, and accordingly smoking by patrons is not permitted inside the building or on the patio area at the front of the building.

## 18. Set Up / Pack Up

Due to occupational health and safety regulations, hirers are not permitted to access the venue outside of allocated times. Any additional set up or pack up time, other than what is stated on the hire application form or the multiple bookings schedule may incur an additional charge.

## 19. Noise

If in the opinion of the club the hirer allows unreasonable noise to be emitted from electrically amplified musical equipment, the club may retain any security bond and may refuse future application to use the facility by the hirer.

An unreasonable noise is one where the noise is clearly audible in a habitual room of an adjoining dwelling. Any noise emitted from electrically amplified musical equipment after 12.00am automatically be deemed to be unreasonable.

## 20. Permits

The conditions of selling and consuming liquor on the premises is limited by the conditions as set out in the Leopold Cricket Club limited licence #36071033

No BYO liquor is to be brought into or consumed at the facility under any circumstances.

## 21. Management of the facility

The hirer and persons under their direction shall forthwith obey all directions given by the club staff as to the management of the facility and functions being conducted therein.

## 22. Disputes

In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter or thing contained herein, the decision of the club president appointed by the club shall be final and conclusive.

## 23. Hirers Responsibilities

The hirer must;

- have made all reasonable enquiries as to the suitability of the facility for the proposed function or use, that is capacity, equipment
- collect and return the facility keys in agreeance with agreed collection / return details.
- remain on the premises whilst visitors/ patrons" are in the building

- keep premises locked and alarmed when unoccupied
- be responsible for orderly conduct and safety of patrons
- supervise all people at the Facility at all times
- maintain the premises in a clean and safe condition for the duration of the term of hire, and dispose of all rubbish into the bins provided
- adhere to the access and departure times as stated on the hire application form or multiple bookings schedule
- be responsible for payment of charges by the alarm monitoring company should the hirer activate the alarm requiring the attendance of the alarm monitoring company
- Chairs removed and used outside of the building must be cleaned of dirt and mud before being replaced.

## 24. Key Collection

Keys and details of alarm codes will be provided by the nominated club person.

As hirer you will be responsible for the collection and return of keys. Caterers will not be given additional keys. You will need to coordinate caterer's access times.

In the event of bar staff being required, the club employee will be responsible for the closure of the building and all clean up must be completed in line with the clubs licence times.

## 25. Emergency Exits and Evacuation Plan

Any club employed person working as part of the function shall become the initial contact for emergencies. If no bar facilities are being utilised then a nominated club contact name and number will be provided to the hirer on acceptance of the application.

## 26. Breaches

The club reserves the right to expel person(s) or terminate the function due to any breach of condition of the hire and / or misconduct by patrons as set out within this document.

## 27. Hours of Operation

The hours of operation for the designated function or hire will be clearly outlined in the booking application form including liquor licence hours and times relating to the full vacating of the building.

## 28. Rental Booking Agreement

The Hirer must sign and date the attached venue rental agreement confirming they have read and understand and agree to all points outlined in this venue booking document accepting commercial and financial responsibility relating to the venue hire.