

MEREWETHER CARLTON RUGBY CLUB INC – FACILITY HIRE AGREEMENT

Schedule 1 HIRE DETAILS

1. Hirer	
2. Hirer's Details	ABN (if applicable): _____ Address: _____ Email: _____ Ph: _____ Drivers Licence Number: _____ Alternative contact: _____ Ph: _____ Address: _____
3. MCRC's details	contact Email: _____ Phone: _____
4. Hire Date	
5. Hire Period	[INSERT] to [INSERT]
6. Number of attendees	(Note this is the maximum number of people that will be permitted to attend the function)
7. Hire Fee	\$ _____ (to be paid [insert] days prior to the Hire Date)
8. Security Deposit	\$ _____ (to be paid 10 business days prior to Hire Date)
9. MCRC Bank Details	BSB: 032 569 Account No. 219 679
10. Catering Package	Yes / No
11. Alcohol Package	Yes / No
12. Function Room Manager	

PLEASE REVIEW THE GENERAL HIRE GUIDELINES AT SCHEDULE 3 TO THIS AGREEMENT SO THAT YOU ARE AWARE OF MCRC'S FACILITY HIRE OFFERING.

MEREWETHER CARLTON RUGBY CLUB INC – FACILITY HIRE AGREEMENT

On behalf of the Hirer, I warrant that I am authorised to sign this Agreement on behalf of the Hirer and by signing below that I have read, understood and accept all the terms and conditions contained in the Agreement.

Executed as an Agreement:

Signed by the Hirer

Signature of Hirer (or Authorised Representative)

Print Name:

Date:

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

In this Agreement, except where the context otherwise requires:

'Agreement' means this agreement between MCRC and the Hirer, as contained wholly in these terms and conditions.

'Authority' means any government, licensing or safety authority, body or regulator.

'Bar Operations' means the operations identified at Schedule 2.

'Bar Staff' means the bar staff at the relevant function employed by or contracted by MCRC.

'Decoration Rules' means those rules set out in

'Facility' means the function room and clubhouse operated by MCRC at Mitchell Park, known as the Green Room (or Premises), including any utensils, equipment, fittings, fixtures, furniture or furnishings.

'Facility Rules' means the rules contained at Schedule 2 to which the Hirer and their guests must adhere for the Hire Period and all other associated times.

'Function Room Manager' means the manager of the Facilities, noted at item 12 of Schedule 1, who may provide instructions to the Hirer and their guests on behalf of MCRC from time to time.

'Hirer' means the entity hiring the Facilities, identified at item 1 of Schedule 1.

'Hirer Damage' means all damage to the Facility caused or contributed to by the Hirer howsoever occurring, including but not limited to misuse, negligent acts or omissions, accidents, improper use, operation in abnormal conditions, wear and tear.

'MCRC' means Merewether Carlton Rugby Club Inc. (ABN 57 304 193 237).

'MCRC Policies' means the club's RSA, smoking, dress code and other policies available on MCRC's website.

'Security Deposit' means the deposit paid by the Hirer in accordance with Item 8 of Schedule 1.

2. PAYMENT

2.1 Payment Terms

- (a) The Hirer must pay the Hire Fee noted at item 7 of Schedule 1.
- (b) MCRC may charge interest on all amounts not paid by the Hirer by the due date for payment at the rate of 10% per annum.

3. SECURITY DEPOSIT

3.1 Security Deposit Terms

- (a) The Hirer must pay the Security Deposit no less than 10 business days prior to the Hire Date.
- (b) MCRC may, in its sole discretion use all or part of the Security Deposit to rectify any Hirer Damage.
- (c) This Agreement will not become binding on MCRC until MCRC receives the Security Deposit in cleared funds.

4. ACCESS

- (a) The Hirer will only have access to the Facilities during the Hire Period identified in Schedule 1, unless otherwise notified in writing by MCRC.
- (b) The maximum number of attendees noted at Item 6 of Schedule 1 must not be exceeded at any time. Breach of this requirement will result in immediate cancellation of the function.
- (c) The hire of the Facility is not on an exclusive basis and MCRC may access the facility during the Hire Period.
- (d) Access to the Facilities is only granted on the basis of the Hirer complying with the Premises Rules and Restrictions outlined in Schedule 2.
- (e) Use of any MCRC equipment stored or located at the Facilities will be limited to any agreement made in writing by MCRC.

5. USE OF FACILITIES

5.1 Licensed Premises

The Facility is a licensed premises and is subject to all relevant alcohol legislation, including the *Liquor Act 2007* (NSW)

5.2 Provision of Alcohol

The Hirer is not entitled to sell or otherwise distribute alcohol to its guests at the Facilities during the Hire Period. All sales of alcohol are to be undertaken by MCRC or their engaged supplier.

5.3 Decoration

- (a) The Hirer remains solely responsible for any decoration of the Facilities for the duration of its presence in the Facilities and the Hirer must comply with the Decoration Rules.
- (b) If the Hirer engages a third-party decorator to decorate the Facilities for the Hire Period:
 - (i) The Hirer is required to present to MCRC, no less than 5 business days prior to the Hire Date, evidence of the decorator's current insurance policies (including public liability insurance);
 - (ii) The Hirer remains solely responsible for and damage caused to the Facilities by the decorator and indemnifies MCRC against any loss it suffers as a result of any damage caused by the decorator.
- (c) If the Hirer fails to provide the chosen decorator's insurance details in accordance with clause 5.3(b)(i), MCRC may deny the decorator access to the facilities.
- (d) MCRC carries no responsibility for any property remaining at the Facilities either prior to, during or after the Hire Period.

5.4 Catering

- (a) Catering for the Function is to be organised directly between the Hirer and one of MCRC's preferred caterers (or

another caterer otherwise authorised by MCRC);

- (b) Links to the websites of MCRC's preferred caterers are available on MCRC's website.
- (c) MCRC accepts no responsibility for the performance of the caterer's activities or the payment of any monies owing from the Hirer to their chosen caterer.

5.5 Cleaning

- (a) The Hirer must adhere to all of the Cleaning Rules noted at Schedule 2 prior to the end of the Hire Period.

5.6 Restricted Functions

- (a) MCRC does not accept booking of the Facilities for any of the following types of functions:
 - (i) 18th birthday parties;
 - (ii) Bucks' or Hens' parties; or
 - (iii) Any private function that has been advertised publicly on the internet or other social media platform.

(Restricted Functions)

- (b) The Hirer warrants that their booking of the Facilities is not for a Restricted Function.
- (c) Breach of the warranty at clause 5.6(b) will result in cancellation of the function without refund, in accordance with clause 8.1.

5.7 Security

- (a) Subject to the written approval of MCRC, the Hirer may engage a licensed event security provider for the function.
- (b) Where MCRC considers the function requires security, the Function Room Manager will notify the Hirer prior to the function.
- (c) MCRC reserves the right to engage a licensed event security provider where the same is required and the Hirer is unable to. Any costs associated with such security must be paid by the Hirer to MCRC prior to the Hire Date.

6. HIRER'S OBLIGATIONS

6.1 General obligations

In addition to any other obligations identified in this Agreement, the Hirer must:

- (a) comply with the Facility Rules;
- (b) comply with all laws and any discretion from any Authority or MCRC;
- (c) comply with any direction from MCRC;
- (d) use the Facilities in a safe and responsible manner, at all times; and
- (e) not tamper with, alter modify or remove anything/Facility belonging to MCRC from the Premises.

7. WARRANTIES, INDEMNITIES AND RELEASES

7.1 Warranties

- (a) The Hirer warrants that it will take all precautions to protect the Facilities from damage whilst using the Facilities under this Agreement.
- (b) The Hirer warrants that it has reviewed, understood and agrees to abide by all of MCRC's Policies.

7.2 Indemnities

The Hirer indemnifies MCRC against all:

- (a) losses incurred by MCRC;
- (b) liabilities incurred by MCRC;
- (c) costs incurred by MCRC;

arising directly or indirectly as a result of or in connection with:

- (a) any act, omission default, negligence or breach of this Agreement by the Hirer, its guests, agents or connected third parties; or
- (b) any breach of any warranty or obligation under this Agreement, or of any legislation, regulation, by-law, code or standard by the Hirer, its Guests, agents, or connected third parties.

7.3 Releases

The Hirer releases MCRC from, and agrees that MCRC is not liable for, liability or loss arising from, and costs incurred in connection with any damage, loss, injury or death to the Hire

8. CANCELLATION

8.1 Cancellation without refund

MCRC may refuse to allow the Hirer access to the Facility and is entitled to retain the Security Deposit in the event the Hirer fails to pay the Hire Fee by the due date in accordance with Schedule 1.

8.2 Cancellation with refund

- (a) MCRC may at any time up to the Hire Date terminate this Agreement.
- (b) In the event MCRC terminates this agreement in Accordance with clause 8.2(a), MCRC's liability to the Hirer will be limited to any monies paid to MCRC by the hirer.

9. FIRE SAFETY

- (a) The Hirer is to make themselves and their guests familiar with the fire exits and fire safety equipment.
- (b) In the event of an emergency, fire related or otherwise, the Hirer and their guests must follow all reasonable instructions given by MCRC and/or Bar Staff.

10. SECURITY

- (a) Hirer's must ensure that only invited guests are admitted to the facility.
- (b) Hirer's are responsible for the behaviour of their guests.
- (c) It is the responsibility of the Hirer to engage private security, however MCRC may insist that security is provided. In the event it is not, MCRC retains the right to source independent security and charge the Hirer accordingly.

11. CANCELLATIONS

In the event of a cancellation, the following policies apply:

- (a) The full Security Deposit will be refunded if a function is cancelled more than 6 weeks prior to the function.
- (b) 50% of the Security Deposit will be refunded if a function is cancelled less than 6 weeks prior but more than 4 weeks prior to the function date.
- (c) None of the Security Deposit will be refunded if a function is cancelled within 4 weeks of the function date.

12. LIMITATION OF LIABILITY

- (a) Notwithstanding anything else in this Contract, to the extent permitted by law, the aggregate liability of MCRC to the Hirer for any claim, including for invalid termination or repudiation will be limited to 50% of the Hire Fee.
- (b) Nothing in this Agreement limits the liability of the Hirer to MCRC for any default of this Agreement.

13. DISPUTE RESOLUTION

- (a) In the event of a dispute arising between the Hirer and MCRC in respect of this Agreement, the dispute will be referred for determination by a registered mediator (of at least 5 years standing) within 10 business days of the dispute arising.
- (b) The costs of any mediation proceedings will be borne equally by the parties.

- (c) Any decision reached in the mediation proceedings will be a binding and final determination of all issues canvassed by the mediation.

14. GENERAL

- (a) This agreement is governed by the law in force in NSW and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts in NSW and the courts of appeal from them.
- (b) If any provision of this agreement, or part thereof, is invalid or unenforceable, it shall be severed to the extent of the invalidity or unenforceability only and shall not affect the operation, construction or interpretation of the remaining provisions of this agreement.
- (c) A single, partial or non-exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy.
- (d) This Contract contains the entire understanding of the parties and, unless specifically referenced in the Contract, supersedes any other agreement, representation, request between the parties made or dated prior to the date of this Contract.
- (e) Where the Hirer includes one or more persons this agreement binds them jointly and severally.
- (f) Terms defined in the GST Law (as defined under the *A New Tax System (Goods and Services Tax) Act 1999*) have the same meaning in this Agreement unless provided otherwise.

Schedule 2 FACILITY RULES

1. The Bar Operations

- (a) The Hirer and their guests are responsible for adhering to all laws relating to the Responsible Service of Alcohol (RSA).
- (b) Alcohol may only be consumed within the Facilities/Green Room and adjoining balconies. It is illegal to take alcohol and glasses outside, other than the balconies.
- (c) The Hirer must purchase their alcohol from MCRC and are not entitled to bring alcohol into the premises.
- (d) Only Bar Staff are allowed to serve alcohol at the function for which the Facilities are being used.
- (e) In its discretion, MCRC can require the presence of an RSA Marshall.
- (f) In accordance with Responsible Service of Alcohol Laws, Bar Staff retain the right refuse the service of alcohol to any guest if deemed necessary.
- (g) A person refused service must leave the premises immediately. It will be the Hirer's responsibility to ensure this is carried out. Bar Staff can call a Taxi if necessary.
- (h) At the discretion of Bar Staff, drinks may be served on the basis of only one drink per person.
- (i) The Bar will be closed 20 minutes prior to the agreed finishing time to allow guests to finish their drinks and vacate the premises.
- (j) Under no circumstances is alcohol to be served to persons under the age of 18 years.
- (k) No person may enter the bar area without express permission from Bar Staff.
- (l) Pursuant to Responsible Service of Alcohol Laws, low alcohol drinks and water are available at the bar.

2. Premises Rules and Restrictions

- (a) Smoking on the Premises is prohibited, including on the balconies or within 10 metres of the building.
- (b) The use, possession or distribution of illicit or recreational drugs on or near the premises is strictly prohibited. Doing so will see the function immediately closed down and the Police may be called.
- (c) Bar Staff may at any time, instruct for the volume of any music to be turned down.
- (d) Upon leaving the Premises at the conclusion of the function or otherwise, guests are not allowed to congregate outside except where they are waiting for transport and are required to keep noise down whilst there.

3. Decoration Rules

- (a) The Hirer is responsible for all decoration. If an external decorator is to be used, they must be approved by MCRC and will need to provide copies of requisite insurances including public liability.
- (b) MCRC will provide MCRC's tables and chairs if requested by the Hirer. The Hirer will be required to set out and pack up MCRC's tables and chairs if they are required.
- (c) General decoration obligations:
 - (i) No loose helium balloons;
 - (ii) No pins, thumb tacks, nails, screws or other pointed objects or devices;
 - (iii) No glitter, fairy dust, confetti or equivalent decorations;

- (iv) Decorations hung above 1.8 metres must be hung by an approved decorator;
 - (v) No lit wax candles;
 - (vi) No smoke machines;
 - (vii) Adhesives such as sticky tape must not be used on the Facility's surfaces; and
 - (viii) Electrical equipment must be tagged and tested.
- (d) Noting the above, the Hirer can make requests in regards to decorations and MCRC has discretion to either approve or reject the request.
 - (e) All decorations must be set and removed within the Hire Period and cannot be stored on the Premises. MCRC nor the Bar Staff are responsible for the setup or pack down of decorations.

4. Fire Safety Rules

- (a) The Hirer is to make themselves and their guests familiar with the fire exits and fire safety equipment.
- (b) In the event of an emergency, fire related or otherwise, the Hirer and their guests must follow all reasonable instructions given by MCRC and/or Bar Staff.

5. Cleaning Rules

- (a) General cleaning of the Facility before and after the function is to be undertaken by MCRC and the fee for this cleaning is included in the Hire Fee.
- (b) However, the following rules must be adhered to:
 - (i) the bar area is to be used for the sole purpose of beverage service and limited food preparation and must be left in a clean and tidy state upon leaving;
 - (ii) all property of the Hirer and/or caterer(s) engaged by the Hirer must be removed at the end of the Hire Period, or by a time specified by MCRC;
 - (iii) All tables and chairs are to be stacked and returned to their original position before leaving;
 - (iv) All rubbish is to be properly bagged and sorted in the suitable rubbish bins (recycling and general rubbish); and
 - (v) Excess or left-over food is not permitted to be left at the Facility.
- (c) The Facilities must be left in a clean and tidy state prior to the Hirer vacating the premises, including bathrooms.
- (d) MCRC reserves the right to retain monies from the security deposit for the additional cleaning fees for the function if the Facility isn't left in a clean and tidy state.

Schedule 3 **GENERAL HIRE GUIDELINES**

1. Number of Guests

- (a) The Facility is equipped to accommodate up to one hundred and twenty (120) seated guests or one hundred and fifty (150) standing guests.
- (b) This amount may vary depending on the Hirer's desired layout for the Facilities during the function.

2. Duration of functions

- (a) Friday and Saturday evening functions are usually normally based on a five (5) hour period commencing at 5.00pm (unless otherwise agreed to by MCRC).
- (b) Setting up for weddings or other major functions is available on the Hire Date from 10.00am (or such other time advised in writing by MCRC).
- (c) Subject to availability, the Hirer may be granted early access to the Facilities the night before a function (at an additional cost).
- (d) The duration of any proposed day-time function is to be negotiated with the Function Room Manager and is to be recorded in writing on the first page of this Agreement.