



**Kembla Joggers Clubhouse & Cross-Country Venue  
Hire Agreement**

**Name of Hirer:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

\_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone No.:**      **Daytime:** \_\_\_\_\_

**Mobile:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Drivers License #:** \_\_\_\_\_      **DOB:** \_\_\_\_\_

**Booking Date:** \_\_\_\_\_

**Arrival Time:** \_\_\_\_\_      **Departure Time:** \_\_\_\_\_

**Function Type:** \_\_\_\_\_

**THIS AGREEMENT** made between Kembla Joggers and the Hirer above sets out the terms pursuant to which Kembla Joggers grants the Hirer permission to use the facilities. By signing this agreement the Hirer agrees to all Terms and Conditions, and the Standard Rental Charges, attached hereto.

**Client Name:** \_\_\_\_\_

**Client Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Kembla Joggers

### Clubhouse & Cross-Country Venue Hire – Terms & Conditions of Use & Booking Agreement

#### **BOOKINGS**

Bookings are considered tentative until receipt of a completed application form and total hire charge, including security bond. Booking must be made at least seven days prior to the event.

#### **PAYMENT**

A 25% deposit is required on booking. The deposit is non-refundable. Final payment is due 14 days prior to the function date with the security bond as stated on the application form.

#### **BOND**

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, provided the hirer has complied with all aspects of the conditions of hire. Should the cost of repairing damage to the property exceed the bond, the hirer shall pay all additional costs. The costs of any extra cleaning as a result of the function will be deducted from the bond. The hirer must remove all rubbish associated with their event. An account for additional costs will be forwarded within 30 days. **The bond will be returned no sooner than 14 days after completion of the event.**

#### **CANCELLATION**

Cancellations will be accepted up to 14 days prior to the date of the booking with loss of deposit only. If the cancellation occurs within 14 days of the booking the full hire fee plus any other costs incurred will be payable.

#### **PERMITS**

**Liquor** – Hirers are requested to contact the Liquor Licensing Police to determine if a licence is required. The venue is not licenced and a Liquor Licence may be required.

**Gaming** – Appropriate permits must be obtained by the hirer. All permits must be signed by the booking office and bookings are subject to the appropriate permits being arranged.

**Performing Rights** – The hirer hereby indemnifies Kembla Joggers against any claim for breach of copyright.

## **INSURANCE**

### **SHORT TERM AND CASUAL HIRE**

This includes Public Liability Insurance cover for \$10 million. All accidents and/or incidents which may result in a claim being made under this policy of insurance must be reported to the Kembla Joggers within 24 hours of the booking.

### **LONG TERM AND REGULAR HIRE**

The User/Hirer/Lessee shall at all times during the agreed term, be the holder of current Public Liability Insurance in respect of the activities specified herein, in the name of the User/Hirer/Lessee, providing coverage for a minimum sum of \$10 million (or more). The Public Liability Policy shall be effected with an insurer approved by Kembla Joggers.

The Public Liability Policy shall cover such risks and be subject only to such conditions and exclusions as are approved by Kembla Joggers and shall extend to cover Kembla Joggers in respect to claims for personal injury or property damage arising out of negligence of the User/Hirer/Lessee.

## **DAMAGE**

The floors, walls, curtains or any other part of the building or any fittings or furniture, shall not be damaged. High heeled shoes which damage the flooring are not to be worn on the timber floors. The hirer will take steps to ensure their patrons will not cause damage or defacement. Failure to adhere to the above may result in loss of bond (refer to BOND). The hirer will pay for any damage to the building including crockery and glassware, missing cutlery and kitchen utensils etc, and/or Council property within Integral Energy Recreation Park.

## **INDEMNITY**

The Hirer/User/Lessee agrees to indemnify and to keep indemnified, the Kembla Joggers, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, arising from the Hirers/Users/Lessee performance or purported performance of its obligations under this licence/permit and be directly related to the negligent acts, errors or omission of the Hirer/User/Lessee. The Hirers/Users/Lessee's liability to indemnify Kembla Joggers shall be reduced proportionally to the extent that any act or omission of Kembla Joggers, its servants or agents, contributed to the loss or liability.

## **LIABILITY**

The hirer must – (a) remain on the premises whilst visitors/patrons are in the building; (b) keep premises locked when unoccupied; (c) maintain adequate supervision for unlocked doors and gates, (d) be responsible for orderly conduct and safety of patrons, and provide security where directed, (e) maintain the premises in a clean, secure and safe condition for the duration of the term of hire, and (f) not allow uninvited guests on to the premises.

## **EVENT MANAGEMENT**

An Event Management Plan will be required for any event aimed at attracting a large number of people, or where the activity may affect the location and surrounding area prior to, during or after the event. All local government permits required are the responsibility of the hirer. The hirer must ensure all regulations and laws are respected in relation to noise, traffic and general use of the Integral Energy Recreation Park.

## **KITCHEN**

The hirer shall leave the kitchen in a clean and tidy condition and take with them all rubbish generated by the event. All equipment must remain inside the building and cannot be taken off the premises under any circumstances without prior written permission. On completion of the function, tabletops must be cleared and wiped and the premises must be left in a clean and tidy condition, including sweeping and mopping floors. Failure to do so may result in a reduction of the bond to cover additional cleaning costs.

## **DECORATIONS**

The use of confetti or similar articles of decoration or amusement is prohibited without prior written permission. Decorations may only be fixed to any hooks provided in the building. No adhesive tape/paste, pins etc are to be attached to painted or wooden surfaces. All decorations must be removed at the end of the function. If this is not carried out, the costs will be deducted from the bond.

## **SETTING UP/PACK UP**

The hirer has the responsibility for setting up and clearing away all furniture and equipment to its original location, unless arrangements have been made to engage outside staff to carry out this work at a cost. Furniture or equipment shall not be dragged across floor, and trolleys used where requested. Setting up time must be stated on the application form and all packing up should be completed immediately on termination of the function. The building must be left in a secure condition with all doors, gates and windows shut and locked. Security alarms in the building are to be reactivated as directed.

**Please note under Council policies and laws all music is to be turned off by 12:00 midnight and all venues are to be vacated by 1:00am latest. Failure to do so can result in cancellation of the bond.**

### **SECURITY SERVICES**

Kembla Joggers reserves the right to request external security for some functions.

### **EMERGENCY EXITS**

All emergency exit doorways and passageways should be left clear at all times.

### **EMERGENCY CONTACT**

**For Ambulance, Fire and Police dial 000.** If necessary evacuate the venue. If there is damage to the building, an electrical or plumbing emergency, contact Kembla Joggers immediately.

### **KEY RETURN**

The keys must be returned the following day by 10am or a \$100 call out fee will be deducted from the bond.

### **BREACHES**

Kembla Joggers reserves the right to expel person(s) or terminate the function due to any breach of conditions of hire and/or misconduct by patrons.

### **SMOKING**

All areas inside the building are strictly non-smoking.

### **ANIMALS**

Animals are not permitted inside the building unless with prior written approval of Kembla Joggers, with the exception of animals required by the vision impaired.

### **SERVICE OF ALCOHOL**

The service of alcohol is to be provided only by RSA accredited staff approved by Kembla Joggers prior to the function. The sale of alcohol is not permitted without a permit and prior knowledge of Kembla Joggers.

# Kembla Joggers Clubhouse & Cross-Country Venue

## Fees & Charges 2016/2017

No GST applies to our fees.

### **Functions:**

Bond \$500

#### *Hire Fee:*

Mon-Thurs (7 hrs) \$450

Fri-Sun (7 hrs) \$550

Cleaning Fee \$80

### **Functions (Schools, Training, Conferences):**

Bond \$300

#### *Hire Fee:*

Half Day (4 hrs) \$200

Full Day (8 hrs) \$350

Cleaning Fee \$80

### **Meetings:**

Hourly Rate \$50 per hr (minimum \$100)

### **Cross-Country Carnivals & Training:**

*Fee includes course preparation, set-up and use of canteen. Toilet/shower/change facilities at extra cost. Public toilet facilities are available on-site.*

Bond \$300

Casual Use \$2.50 per head

Full Day (Schools) \$2.50 per head (minimum \$400)

Full Day (Regional/District/State) \$2.50 per head (minimum \$600)

Half Day (Schools) \$2.50 per head (minimum \$300)

Cleaning Fee \$80

### **Optional:**

Audio-Visual Hire \$50      Catering      Enquire

**EFT payments to Kembla Joggers, BSB 802-249, Account No. 249911495**

**Cheque payments are to be made out to Kembla Joggers and mailed to:  
PO Box 527, Dapto NSW 2530.**