



## Point Leo SLSC Clubhouse Hire Conditions

1. **Offer:** This application is not an agreement to hire until it has been accepted by the Club and any required deposit or bond paid.
2. **Reasonable Endeavours:** Notwithstanding the acceptance of a booking, should the Premises or Equipment be unavailable for the Hirer for any reason whatsoever the Club will refund any money paid and will have no further liability to the Hirer or any other person provided always that the Club will use its reasonable endeavours to provide the Premises in accordance with the Hirer's booking.
3. **Deposit:** Where a deposit is paid, this will be deducted from the hire fee.
4. **Bond:** A bond may be required as security for the due performance of the Hirer's obligations, including to compensate for any loss, damage or cleaning. The bond will be retained until inspection of the Club Facility at the end of the hire period. Payment or forfeiture of the bond is in addition to any other rights against the Hirer.
5. **Loss and Damage:** The Hirer will be responsible for any loss of or damage to any part of the Club Facility or its fittings, fixtures, furniture, chattels and any Equipment. Any loss or damage must be immediately reported to the Club.
6. **Equipment:** Unless expressly agreed otherwise the Hirer will not be entitled to the use of any Equipment. Where Equipment is hired the Hirer is responsible for ensuring its fitness for the required task and proper use and operation by competent and qualified persons.
7. **Cleanliness:** The Hirer is responsible for cleaning of the Premises and Equipment during and at conclusion of the Hire. The Premises must be left at conclusion of the hire in the same condition in which they were found, fair wear and tear excepted.
8. **Food & Drink:** No food or drink is permitted in bunkrooms. Unless otherwise agreed all food etc must be removed from the Premises at conclusion of the hire.
9. **Bedding:** Mattresses are provided in bunkrooms. The Hirer is responsible for providing pillows and any other bedding. A sleeping sheet or similar mattress protection must be used.
10. **Heating:** A wood fired heater is available. Wood is not provided but may be purchased by the Hirer or can be arranged by the Club at the Hirer's cost.
11. **Utilities:** The Hire fee includes electricity, water and gas for normal residential requirements of the Hirer's nominated guests.
12. **Permits:** The Hirer is responsible for obtaining any necessary permits, liquor licences, etc.
13. **Employment:** The Club does not provide paid lifeguards, trainers or other personnel. Some Associates may be available to provide services and arrangements should be made directly with them. The Hirer is responsible for all matters regarding the employment or contracting of Associates, including as to insurance, taxation, Workcover and OH&S.
14. **Liability and Indemnity:** Neither the Club nor its Associates will be liable for any death, injury, loss or damage to any person or property arising out of or in connection with the hire or use of the Premises or Equipment ("Defined Occurrence") whether caused or occasioned by the negligence, breach of duty or otherwise of the Club or Associates. The Hirer will indemnify and hold harmless the Club and Associates against all claims, actions, damages, loss, cost or expenses from any liability that may be imposed by law for any Defined Occurrence.
15. **Insurance:** Unless excused by the Club in writing, the Hirer must maintain General Liability Insurance in the sum of not less than \$5 Million covering the Hirer and the Club as a named insured.
16. **Definitions:** In these conditions:
  - **"Associates"** means the committee members, officers, employees, agents and members of the Club.
  - **"Club"** means Point Leo Surf Life Saving Inc, ABN 89 066 902 547.
  - **"Club Facility"** means the Clubhouse complex, including the Premises, and surrounding areas under the control of the Club, situated at Western Parade Point Leo.
  - **"Equipment"** includes vehicles, IRB's, surf craft, boats, boards, mannequins and all operational and training gear, apparatus, devices and tools
  - **"Hire"** includes supply without charge.
  - **"Premises"** means the area hired comprising the main Club facility situated at Western Parade Point Leo including kitchen, bunkrooms (overnight bookings only), toilet and bathroom facilities and living areas. Unless expressly agreed otherwise Premises excludes the Club equipment storage complex, observation tower, first aid and patrol rooms and such other areas as may be designated off limits by the Club.