"OCEAN VIEW"

FUNCTION CENTRE
APPLICATION FOR HIRE

Name of organization _____

Name of Applicant _____

Address _____

Phone: Business _____ Home _____

Proposed use of the facility _____

Date/s required _____

FACILITIES REQUIRED	PAYMENT
+BOND	$1000.00
TOTAL PAYMENT REQUIRED	

Please complete the 'Facilities required' section above and read the terms and conditions in the application before signing.

I have read the terms and conditions of the proposed hire. I understand that this is an application for hire of Ocean View and is not an approval or refusal of the application to hire. I also understand that I will be notified within 14 days of the application whether it is successful or not.

Signed _____ Date _____

Management Committee Use Only

APPROVED Yes / No Signed _____ Date _____

HIRE RATES

HALL + TABLES + CHAIRS + BAR (24 hr period 10:00am – 10:00am)	$400.00
KITCHEN (with hall hire)	$100
CROCKERY & CUTLERY (with kitchen & hall hire)	$2.00 per person
HALL – CASUAL PER HOUR RATE (minimum 4 hours)	$30.00

TERMS & CONDITIONS OF HIRE

A Pre-paid **BOND** of **$1,000** is required for all users of the facility.

It is the responsibility of the hirer and/or their nominated representative to arrange ***set up and clean up*** at Ocean View (both inside and outside). The venue must be left in the same condition as it is found.

Cleaning: it is the responsibility of the hirer to arrange all cleaning of Ocean View. This must be done to the satisfaction of the Building Management Committee within the hire period, or the Building Management Committee will arrange commercial cleaning at the expense of the hirer, and the actual costs will be deducted from the Bond Refund.

The following conditions of hire are not negotiable:

- NO smoking inside the building.
- NO entry to boat shed at any time.
- Emergency vehicle access to boat shed is to be maintained at ALL TIMES.
- Sea Rescue Radio Room is OUT OF BOUNDS, and *at any time* may be attended by members of Sea Rescue.
- Sale of alcohol on premises is by permission only. A license is required, and it is the responsibility of the hirer to ensure correct legal procedure is followed.
- *Damage* breakage etc will be deducted from the bond prior to it being returned to the hirer.

Please return the form to either:

1. DBAC PO Box 110, Denmark, WA 6333
2. Cathy Overington, Ricketts Store, South Coast Highway, Denmark WA 6333
3. Email DenmarkBoatingandAnglingClub@gmail.com

Deposit and Bond can be sent electronically to:

Denmark Boating and Angling Club
BSB: 306009 Account: 415954-4

SPECIAL CONDITIONS – HIRE AGREEMENT

1. INTERPRETATION

In this document, unless contrary intention appears:

BUILDING means the building known as the Ocean View Function Centre;

CLAIM means, in relation to any person, a claim, action, proceeding, judgment, damage, expense or liability incurred by or against the person, whether present, unascertained, immediate, future, contingent, direct or indirect;

CLUB means the Denmark Boating & Angling Club Inc;

FIXTURES AND FITTINGS includes fixtures, fittings, stock, accessories, doors, windows, roof, ceilings, guttering, furnishing, carpet, paintwork, equipment, locks and keys;

FORM means the Application of Hire form;

GAURANTOR means the person(s) identified as the guarantor on the form;

HIRE AGREEMENT means the agreement for the hire of the Building incorporating the Form and these conditions, and

HIRER means both of the parties identified as the Organizations and the Applicant of the Form.

2. DISCLAIMER AND WARRANTIES

a) The club does not warrant or represent that the:
   - (l) Building is suitable for use by the hirer or
   - (II) Club's Fixtures and Fittings and services are suitable for use by the hirer

b) Any warranty as to the suitability of the Building implied by law is expressly negative

c) The Hirer occupies and uses the Building at the hirer's own risk

d) The club is not responsible for loss, damaged or injury to any person or property or effects of the hirer or any other person in or about the Building unless it arises from any willful or negligent act or omission by the Club, its servants, contractors or employees

e) If the hirer is a natural person, the hirer warrants that he or she is aged 25 years or over

3. INDEMNITY AND NUISANCE

a) The hirer indemnifies the Club against all;
   - (l) Claims which the Club may suffer or incur in connection with the loss of life and or personal injury in connection with the loss of life and or damages to any property (where so ever occurring):
     - **A**. Arising from or out of any occurrence at the Building
     - **B.** Arising from or out of the use by the hirer of the Building or any part thereof, or
     - **C.** Occasioned wholly or in part by any neglect or omission by the hirer or by the servants, agents or invitees of the hirer or by any other person or persons using, upon or near the building

b) The hirer agrees:

(l) Not to do or allow to be done on the building anytime which may be or become a nuisance to the Club or to the owners or occupier of any adjoining neighboring premises

(ll) Not to do or leave undone or allow to be done or left undone any act matter or thing amounting to a nuisance (or that any local, state, federal or other public authority, body or person or within the meaning of any statute, regulation or by law for the time being in force may deem to be a nuisance), and immediately to abate any such nuisance; and

(lll) To indemnify the Club against all claims that may arise from a breach of this clause.

c) The provisions of clause 3 (a) do not oblige the Hirer to indemnify the Club in respect of:

(l) Claims by an employee of the Club in respect of which the Club is covered under its policy issued pursuant to workers compensation legislation where the injury is not due to the negligence of the Hirer or its servants, agents or invitees;

(ll) Claims arising from the loss or damage attributable to the defective condition of any property of the Club unless that defective condition was created by the Hirer or its servants, agents or invitees;

(lll) Any accident or injury to or death of any person or damage or injury to or loss of the property of any person resulting from any willful or negligent act of the Club or its officers, servants or agents; and

(iv) Claims arising under clause 3 (a) to the extent that they are covered by any insurance effected pursuant to cause 4 or any other insurance which may be in force at the relevant time.

4. INSURANCE

(a) At the request of the Club, the Hirer must take out insurance policies over the Building required by the Club in the name of the Hirer, including policies in relation to:

(l) Public liability for not less than $10 million in respect of any one occurrence for the risks normally covered by a public insurance policy or nominated by the Club in writing; and

(ll) Plate glass in the Building for not less than its full replacement value in respect of any one occurrence for the risk normally covered by such an insurance policy.

(b) The Insurance policies must be taken out with an insurance company approved by the Club.

(c) The Hirer must give copies of the insurance policies described in clause 4(a) to the Club before taking possession under this document.

(d) The Hirer must;

(l) Not do anything directly or indirectly that might make any insurance on or relating to the Building void or voidable or which might increase the policy premium.

(ll) Pay any increased component cost of insurance premiums or charges incurred by the club that occur because of the Hirers use of the Building;

(lll) Comply with the insurance, sprinkler and fire alarm regulations that apply because of the use of the Building;

(lv) Comply with the requirements of any insurer of the building; and

(v) Apply all money received under the plate glass insurance policy towards reinstating the damaged glass. If the money is insufficient to meet the cost of reinstatement, the Hirer must pay the extra amount to reinstate the damaged glass to the Club's satisfaction.

5. GUARANTEE AND INDEMNITY

5.1 Guarantee

In consideration of the Club entering into the Hire Agreement with the Hirer at the request of the guarantor, the guarantees to the Club;

(a) The payment of any money payable by the Hirer under this document;

(b) The liability of the Hirer to the Club arising from the occupation and the use by the Hirer of the Building pursuant to this document or otherwise.

5.2 Continuing Guarantee

The Guarantor acknowledges and declares that the guarantee provided in clause 5.1 will be a continuing guarantee and will not be affected or avoided in any way by any;

(a) Agreement or arrangement made between the Club and the Hirer whether with or without the consent of the Guarantor; or

(b) Alterations or variations to the rights obligations of either the Hirer or the Club or by the granting of any time or other indulgence or forbearance by the Club to the Hirer.

5.3 Guarantors as Principle Debtor

The guarantee provided in clause 5.1 will not be affected by any parting with possession, mortgaging or charging of the Hirers rights in breach of this document and the Club will be at liberty to regard the Guarantor in all respects as principal debtor and will not be obliged to take action first against the Hirer provided always that before taking any action against the Guarantor the Club

will give notice to the Guarantor calling upon the Guarantor to remedy the default of the Hirer within 14 days of giving of the notice and if the Guarantor fails to remedy the default specified in the notice, the Club may proceed against the Guarantor as provided in this clause.

5.4 No Merger of Guarantee

The Guarantor further acknowledges and declares that the obligations of the Guarantor under this document will not merge or be deemed to have merged in ay judgment obtained by the Club against the Hirer and the Guarantor provided in clause 5.1 notwithstanding that the Club may in the meantime obtain a judgment against the Hirer.

5.5 Indemnity

(a) In consideration of the Club entering into this document with the Hirer at the request of the Guarantor, the Guarantor covenants with the Club that:

(l) If the Hirer is wound up; and

(ll) The trustee of the liquidator of the Hirer (as the case may be) lawfully disclaims this document at any time.

Then the Guarantor will;

(lll) Indemnify the Club from and against all losses and expenses which the Club may suffer as a result of the disclaimer; and

(lv) Insofar as it may be necessary in order to give full effect to this indemnity waive any rights of recourse the Guarantor might otherwise have or have had against the Club arising out of this indemnity.

(b) No disclaimer will operate to relieve the Guarantor of the Guarantors obligations under the indemnity provided by clause 5.5(a) and it is expressly agreed that the provisions of this indemnity will survive any termination of this document arising out of any disclaimer.

6. DEFAULT COSTS

Any party in default under any provision of this document must pay an demand all reasonable solicitors costs and expenses incurred by any other party arising out of that default or from the exercise of any remedy exercisable as a result of that default.

Club Signature _____ Date _____

Hirer Signature _____ Date _____

Guarantor Signature _____ Date _____
(if required)