

BLACK ROCK YACHT CLUB – VENUE HIRE TERMS AND CONDITIONS

To ensure your event runs smoothly and to enable BRYC to offer the highest quality service to all members and guests hiring the club, we have set the following terms and conditions of hire. By signing where shown you agree to abide by the terms and conditions contained within this document.

Tentative Bookings, Booking Confirmation and Deposit

A function booking is deemed as confirmed when a completed and signed function hire application form and terms and conditions document, together with a deposit of \$500, is received by the function co-ordinator. Upon booking, the functions co-ordinator may provide you with a copy of the Function Hire Application including an estimated event charge schedule based on guest numbers and catering options chosen.

Damage Bond

The damage bond of \$500 (the deposit) is payable, in advance, to cover any damage that may occur to club fixtures, fittings or facilities by guests of the hirer and to ensure settlement of the final account (if any). The bond is refundable upon settlement of any outstanding hire fees (including additional hours over the specified time allotted) and a satisfactory review of the condition of the Club after the function. The bond will normally be refunded within 14 days from the date of your function.

Guest Conduct

It is expected that your function will be conducted in an orderly and lawful manner. BRYC reserves the right to conclude your event early should the bar supervisor believe the event is not being conducted in an orderly and/or lawful manner. Should your event conclude early for this reason BRYC will not be responsible for any loss, damages or expenses you may incur due to the early termination of your event.

Liquor Licensing

BRYC practices responsible serving of alcohol in accordance with Victorian legislation. As such all staff hold a responsible serving of alcohol certificate and are obliged to eject persons from the venue should they appear intoxicated. Staff will also use discretion in ejecting persons from the venue should they act disruptively or disorderly.

BRYC is licensed to serve alcohol until 1am (except Sunday nights where the bar must close at Midnight). An application can be made to Consumer Affairs Victoria for an extension to the Club's license. The application is made at an additional cost of \$200 and the hirer accepts that the granting of the extension is at the Discretion of the Director of Liquor Licensing.

Indemnity

The hirer agrees to indemnify BRYC against any loss or damage caused to Club property or the property of surrounding areas, business' and persons where guests of the function have acted disruptively, disorderly or unlawfully and therefore contributed to these losses and/or damage. This includes but is not limited to damage to vehicles and boats parked in and around the Club grounds.

If BRYC is unable to provide facilities or services for your function due to circumstances beyond the Club's control including but not limited to power failure, flooding or fire damage, you will indemnify BRYC against any damages or expenses you may incur due to the failure to provide these facilities or services.

Function Security

The Venue Hire pricing includes payment for Security to the level felt necessary by the Club. It is highly recommended that you provide the Club with a guest list prior to the event.

Catering & Bar Service

Hirers are required to use the Club Chef for all catering requirements, and club bar facilities for beverage requirements. BYO is not permitted under our liquor licensing. For bar tab we accept Visa, Mastercard, or cash. Please note we do not accept American Express or Diners Club, and must be paid on the night of the event. Other beverage costs must be settled at the time of purchase.

Food service is provided for a total of 2 hours during the function where food catering will cease no later than 10.30pm. Fees for the hirer provide 5 hours of service. Additional fees are charged for each hour thereafter.

The Bar Service will finish 30 minutes prior to the event finish time, as per the Function Hire Agreement.

Final menus are required at least three weeks prior to your event with final guest numbers to be advised seven days prior. No food (with the exception of a wedding/birthday cake) or drinks are to be brought into BRYC.

Special dietary requirements can be met with sufficient notice. While BRYC takes all precautionary steps to ensure dietary, religious and allergen requirements are met, the Club can't guarantee that allergens will not be present in selected and/or provided food.

In line with our liquor licensing requirements you must provide a guest list to the function co-ordinator at least one week prior to your event. If not provided then all guests will be required to sign in before entering the function.

Function Cancellation or Deferral

Should you need to cancel or defer your event the following cancellation fees apply;

More than three months prior to your event – full refund of monies paid;
More than two months prior to your event – 25% of deposit retained;
More than one month prior to your event – 50% of deposit retained;
More than two weeks prior to your event – full deposit retained;
Less than two weeks notice – full deposit and 50% of catering estimate retained
Less than seven days notice – full deposit and full catering estimate retained

Payment Terms

Your function deposit is due upon confirmation of your function booking. Balance of hire fees including catering, room hire, security, damage bond and any extras are due for payment TWO WEEKS prior to your event. It is a requirement that a valid credit card number be made available, that will be held on file for all function bookings.

Payment of accounts can be made by Visa, Mastercard, Cash or Direct Deposit to the Black Rock Yacht Club Inc bank account, (please ask our function co-ordinator for full details).

Please note we do not accept American Express or Diners Club.

Typical Function Hire Inclusions

The following goods and services are included in your initial hire fee;

- Event Planning with our Function Co-ordinator
- Food selection planning with our Caterer
- Room set up and clean up
- Exclusive Front Balcony Access
- 1 hour access to venue prior to your event for entertainers, personal decorations and set up
- Thirty minutes at the conclusion of your event to remove set up items, entertainers etc. (Any time beyond the half hour will incur extra charges).
- All bar, wait, and security Staff

Additional function options can be arranged at an additional cost. Hirers are booking a maximum of three-quarters of the club lounge floor space. One-quarter of the lounge at the Southern end is partitioned and reserved for member access.

Cake dispersal

The hirer may portion and serve their own cake with disposable plates provided by the club at no additional charge.

Car Parking

The public car parking is provided by the Bayside City Council and is subject to availability. Parking fees apply up to 8pm. Persons holding a valid Bayside City Council parking permit are exempt from purchasing a parking ticket. As the Club has no jurisdiction over the car park these details may be subject to change without notice.

Note: taxis are difficult to arrange and generally take an hour to arrive, it is best to make travel arrangements prior to your function.

Thank you for choosing to host your event at the Black Rock Yacht Club ("BRYC" / "the Club"). We trust you will have an enjoyable experience. If there is anything we can assist you with please do not hesitate to contact the office, during business hours.

Please sign below in acceptance of these terms and conditions.

Signature of Hirer

Date

Signature of BRYC representative

Date