

• Woollahra Sailing Club Limited

ABN: 46 000 344 178

Room Licence Agreement

Vickery Avenue Rose Bay NSW 2029 ◊ Tel: 9371 9805◊ Fax: 9371 9692◊ Email: sail@woollahrasailingclub.org.au Web:woollahrasailingclub.org.au

THIS AGREEMENT is made on the

Today's Date

Between
WOOLLAHRA SAILING CLUB LIMITED
(Hereinafter called "the OWNER")

And

NAME:

(Hereinafter called "the LICENSEE")

Full Name

of address:

Suburb:

Postcode:

Ph: (day):

Ph: (evening):

1. The Owner agrees:

- (a) to allow the licensee to use of the Club rooms, belonging to the owner situated at Vickery Avenue Rose Bay (hereinafter called "the PREMISES") comprising of the upper club room, the toilet facilities and stairways and passageways thereto for which the licensee will pay in advance on the signing of this agreement an amount of period (hereinafter called "the PERIOD OF USE")

Commencing at pm on the
(or other times by arrangement) :

<input type="text"/>	day	<input type="text"/>	month	<input type="text"/>	year
----------------------	-----	----------------------	-------	----------------------	------

Concluding by am on the:

<input type="text"/>	day	<input type="text"/>	month	<input type="text"/>	year
----------------------	-----	----------------------	-------	----------------------	------

- (b) that the premises are to be completely vacated by the Licensee, his/her guests and/or staff by the 1.00am
- (c) that access to the upper club room (Function Room) for setting up purposes from 10:00 am – 7:00 pm on the above date is granted to the Licensee subject to the interests and needs of the club members to use the club facilities being a priority during this time.
- (d) that where the function room is to be used by the Licensee, for the setting up of food or bar facilities etc. may commence at 10 am, however, reasonable access must be made to club members. Any decoration or setting up of food or bar facilities etc. prior to 7:00 pm is entirely at the Licensee's risk.

2. The Licensee agrees:

- (a) To pay a **security deposit of \$450.00 (Winter Apr – Sept) or \$500.00 (Summer Oct – Mar)** in addition to the amount payable pursuant to Clause 1 hereof. The security deposit may be refundable within one week of the function at the Club office provided:
- The premises are left in a clean and tidy condition
 - There is no damage to the premises and
 - No claim has been made against the Owner for other expenses or outgoings.

The Owner is authorised to deduct from the security deposit any amount necessary to clean the premises, repair damage to the premises or satisfy any claim made against the Owner for other expenses or outgoings.

- (b) To make good any damage or loss caused to any part of the premises by the Licensee or any other person entering or approaching the premises during the use and to make good any damage or loss to the Owner's chattels, fixtures and fittings in or about the premises, and in particular to replace any door or window glass broken or cracked during the period of use.
 - (c) To make good or to indemnify the Owner in respect of any damage or loss sustained during the period or use to any property situated on the property of the Owner which damage or loss shall arise as a consequence of the use or occupation of the premises by the Licensee.
 - (d) Not to sell tickets for entrance to the premises from the premises of the Owner at any time.
 - (e) Not to sell any intoxicating liquor or other alcoholic refreshments to any person or persons in or upon the premises during the period of use by the Licensee, in contravention of the Liquor Act 1982.
 - (f) Not to use glass drinking utensils on the premises during the period of use of the premises without the prior approval of the Owner and also to limit the use of glass bottles (containers) as far as possible.
 - (g) To abide by the Noise Control Act 1975, and the Theatre and Public Halls Act 1908
 - (h) To be a current financial member of the Woollahra Sailing Club Limited and over 18 years of age.
 - (i) To restrict the number of persons on the property of the Owner during the period of use to not more than 200 persons at any one time.
 - (j) Not to allow any gambling on the premises and to observe the provisions of the Gaming and Betting Act 1912.
 - (k) To pay all expenses and outgoing connected with the use or occupation of the premises by the Licensee and indemnify the Owner in respect of any such expenses and outgoings.
 - (l) To comply with the reasonable directions of the Owner or its representative including Club officials and staff, in relation to the Licensee's use or occupation of the premises and any fixtures, fittings or furnishings therein.
3. **The Licensee has the responsibility in an emergency to ensure the safety of his/her guests, entertainers, catering staff and the like by ensuring that the Emergency Evacuation Plan as advised by the Owner is strictly adhered to. The Licensee confirms by the signing of this agreement below that he/she has been advised of and fully understands the Emergency Evacuation Plan.**
4. Nothing herein creates any relationship between the Owner and the Licensee other than of Licensor and Licensee and in particular this agreement shall not be construed to constitute a lease nor to constitute the Licensee as the agent of the Owner.

Signed: Responsible Club Officer

FOR AND BEHALF OF WOOLLAHRA SAILING CLUB LIMITED

Signed: Hall Hire Patron

LICENSEE OR AGENT OF THE LICENSEE