

Venue Hire Agreement - South Melbourne Life Saving Club

This Venue Hire Agreement (**Agreement**) sets out the terms on which South Melbourne Life Saving Club Inc (**SMLSC**) grants the Hirer a revocable, non-exclusive licence to use the Venue during the Hire Period. The Hirer accepts this Agreement electronically (including via the VENUELY venue management system or other booking portal) by confirming acceptance and/or signing electronically. The person accepting warrants they have authority to bind the Hirer.



1. **Booking and order of precedence:** Your booking is only confirmed when SMLSC issues a written booking confirmation (Booking Confirmation) and SMLSC receives the required payments. If there is any inconsistency between the Booking Confirmation and these general terms, the Booking Confirmation prevails only to the extent of the inconsistency.
2. **Definitions:** In this Agreement:
 - a. **SMLSC** means South Melbourne Life Saving Club Inc.
 - b. **Hirer** means the person or entity named in the Booking Confirmation and anyone acting on the Hirer's behalf.
 - c. **Venue** means the SMLSC function areas identified in the Booking Confirmation and Schedule 1 (Floor Plan), excluding members-only/operational areas.
 - d. **Hire Period** means the date(s) and time(s) specified in the Booking Confirmation, including any approved bump-in and pack-down times.
 - e. **Venue Hire Fee** means the hire fee stated in the Booking Confirmation.
 - f. **Security Bond** means the bond stated in the Booking Confirmation.
 - g. **Guests** means all attendees, invitees, contractors, suppliers and any other persons present at the Venue in connection with the Hirer's event.
3. **Licence only (no lease):** The Hirer receives a personal, revocable, non-exclusive licence to use the Venue during the Hire Period. Nothing in this Agreement creates a lease, tenancy or exclusive possession. SMLSC always retains control of the Venue.
4. **Hirer responsibility for Guests:** The Hirer is responsible for the conduct of its Guests and must ensure its Guests comply with this Agreement and any lawful directions given by SMLSC.
5. **Payments and due dates:** Unless otherwise stated in the Booking Confirmation:
 - a. a deposit of 50% of the Venue Hire Fee is due within 7 days of invoice;
 - b. the balance of the Venue Hire Fee is due 30 days before the Hire Period; and
 - c. the Security Bond is due no later than 14 days before the Hire Period (or earlier if stated in the Booking Confirmation).

If the Hire Period is less than one month from invoice, SMLSC may require payment of the Venue Hire Fee and Security Bond in full to confirm the booking.

6. **Late payment:** If any amount is not paid by the due date, SMLSC may (acting reasonably) suspend access, withhold keys/fobs, or cancel the booking under the cancellation clause below.

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7. **Cancellation and rescheduling by the Hirer:** The Hirer may cancel or request to reschedule by written notice to SMLSC. SMLSC will act reasonably to mitigate loss, including by attempting to rebook the Venue.
8. **If the Hirer cancels:** SMLSC may retain or recover a reasonable amount to cover its reasonable costs and loss (including administration, staffing, and any shortfall if the date is rebooked at a lower fee), having regard to mitigation. As a guide (subject to SMLSC's actual loss):
 - a. more than 30 days before the Hire Period – retain 50% of the Venue Hire Fee;
 - b. 0–30 days – retain up to 100% of the Venue Hire Fee.

Any amount paid above SMLSC's reasonably incurred loss will be refunded.

9. **If the Hirer reschedules:** If SMLSC agrees to reschedule, amounts paid may be credited to the rescheduled booking less any reasonable additional costs incurred by SMLSC (for example, additional administration or supplier costs). If SMLSC cannot rebook the original date, SMLSC may treat the change as a cancellation for the original date and a new booking for the new date, but only to the extent necessary to reflect SMLSC's reasonable loss.
10. **Cancellation/suspension by SMLSC (priority, safety and operational needs):** SMLSC may cancel, suspend, relocate the Venue within the building, or interrupt access to the Venue if SMLSC reasonably considers it necessary due to:
 - a. emergency response or lifesaving operations;
 - b. safety, security or venue damage risk;
 - c. government direction or a lawful order;
 - d. force majeure (including storm, flood, fire, power outage or similar); or
 - e. the Hirer's material breach (including non-payment).
11. **Refund/reschedule where SMLSC not at fault:** If SMLSC cancels or materially interrupts the Hire Period for reasons in (a)–(d) above and the Hirer is not in breach, SMLSC will (at the Hirer's election) either:
 - i. reschedule to a mutually agreed date (subject to availability); or
 - ii. refund the unused portion of the Venue Hire Fee actually paid for the affected Hire Period.

SMLSC is not required to refund amounts representing reasonable costs already incurred and not recoverable (if any) but will act reasonably and transparently.

12. **Venue capacity and access:** The maximum occupancy is 100 people (including the Hirer and all Guests) unless SMLSC confirms a lower limit for a particular configuration. SMLSC personnel and authorised City of Port Phillip personnel must always have unrestricted access for operational, safety, inspection and compliance purposes.
13. **Prohibited events and exclusions:** SMLSC may decline bookings (acting reasonably) including for events that present heightened safety or amenity risk or are inconsistent with SMLSC policies/by-laws or Lease. Without limiting this, SMLSC does not permit (unless

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72B Beaconsfield Parade, Albert Park, PO Box 3091, South Melbourne DC, 3205
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SMLSC agrees in writing): bucks parties, hen's nights, and 18th or 21st birthday parties, or retail activity. Illegal or unsafe events are prohibited.

14. **Priority of use (lifesaving and club activities):** SMLSC's lifesaving operations, training, patrols and club activities always have priority. The Hirer acknowledges that SMLSC may need to access parts of the building and surrounds during the Hire Period.
15. **Safety, emergencies and false alarms:** The Hirer and Guests must comply with all emergency evacuation procedures and any lawful direction from SMLSC, emergency services or authorised personnel. The Hirer must promptly report hazards, accidents, injuries, near misses, damage (either pre-existing or caused during the Hire Period), spills and any security concerns to SMLSC as soon as practicable. If a fire/security alarm or emergency call-out is caused by the Hirer or Guests (including by misuse of equipment, smoke, steam, or tampering), the Hirer is responsible for the reasonable call-out and associated costs.
16. **Operational and excluded areas:** Operational areas (including driveway and beach-front surrounds used to train, prepare and maintain lifesaving equipment) are not included in the Venue and must not be used by the Hirer or Guests unless SMLSC agrees in writing. The Hirer and Guests must keep clear of all restricted areas and comply with signage and directions.
17. **Conduct, neighbours and noise:** The Hirer must take all reasonable steps to ensure responsible behaviour of Guests. SMLSC may require any person creating a disturbance or acting unsafely to leave. Guests must leave in an orderly and quiet manner. All speakers must be inside the clubhouse and must not exceed 75 dB measured 3 metres away. The Hirer must comply with any reasonable direction from SMLSC to reduce noise.
18. **Smoking and vaping:** SMLSC is a non-smoking venue. Smoking and vaping are not permitted anywhere inside the building or on the external decking, and must not occur within 4 metres of the building's entrance. The Hirer must ensure Guests comply with the Smoking Management Plan (if provided). Reasonable cleaning costs for cigarette butts/vapes in or around the Venue may be deducted from the Security Bond in accordance with the bond clause.
19. **Illegal activity:** Illegal activity is prohibited. If police attendance or investigation is required due to the conduct of the Hirer or Guests, SMLSC may take reasonable steps to protect safety and the Venue (including ending the event). Any reasonable resulting costs, loss or damage may be recovered from the Hirer and may be deducted from the Security Bond in accordance with the bond clause.
20. **Security personnel:** If SMLSC reasonably considers security personnel are required due to the nature of the event (including commercial, high-risk or alcohol-related events, late-night events or expected attendance), SMLSC may require the Hirer to engage licensed professional security staff for the Hire Period on reasonable notice. The cost is payable by the Hirer. Entry must be limited to invited Guests and authorised personnel.

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21. **Decorations and no-damage requirements:** Decorations must not damage any part of the Venue. Blu Tack, adhesives (including low tack), pins, nails, staples or similar fixing materials must not be used on floors, walls, windows or ceilings. Confetti and glitter/sparkling objects are not permitted. Candles must be in suitable holders to prevent wax damage. The Hirer is responsible for any damage caused by the Hirer or Guests.
22. **Food, catering and alcohol:** The hire is venue-only. The Hirer may use the kitchen and may engage external caterers, subject to this Agreement and any induction/safety requirements.
23. **Licensing and RSA:** If alcohol is supplied or served, the Hirer must ensure all required liquor licences and permits are obtained and complied with (including any Temporary Limited Licence or caterer licence as applicable) and that RSA requirements are followed. Evidence of licensing/permits must be provided to SMLSC on request before the Hire Period.

If required, further information regarding temporary liquor licenses can be found at www.vic.gov.au/apply-temporary-limited-liquor-licence

24. **Approved service/consumption area (licensed/function area):** Alcohol may only be served and consumed within the licensed/function area shown in Schedule 1 (bounded by the glass balustrade) and within the internal areas identified in the floor plan. No alcohol is permitted outside the licensed/function area, including on the public decking, beach and driveway/operational areas.
25. **Catering compliance:** The Hirer is responsible for ensuring any caterer, contractor or supplier complies with laws (including food safety), holds any required insurances and licences, and follows SMLSC directions regarding access, bump-in/out and safe work practices.
26. **Times and pack-down:** Events must start and finish within the Hire Period stated in the Booking Confirmation. Bar service must cease 30 minutes before the end time unless SMLSC agrees otherwise in writing. Entertainment must end early enough to allow pack-down and exit on time.
27. **Pack-down, equipment, waste and lost property:** The Hirer must remove all personal items and decorations before leaving. SMLSC is not responsible for unattended property left at the Venue. The Hirer should contact SMLSC promptly regarding any lost property; unclaimed items after two weeks may be disposed of. Tables must be wiped, chairs cleaned and left neatly as directed, and the Venue left secure.
28. **Cleaning and waste:** The Hirer must leave the kitchen and Venue clean and tidy. Crockery, polymer drinkware, cutlery and utensils (if used) must be washed in the commercial dishwasher and returned as found. Breakages must be cleaned thoroughly for safety and notification provided to SMLSC. All rubbish must be bagged and placed in the appropriate commercial waste containers in the external bin room. Eligible 10c containers may be left in the pink bins provided. Floors, tables and chairs must be left clean. If additional cleaning is required due to the Hirer or Guests, SMLSC may charge the Hirer its reasonable costs and may deduct those costs from the Security Bond in accordance with the bond clause.

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29. **Security Bond, inspection and deductions:** SMLSC may carry out a pre-event and post-event inspection (and inventory check where applicable). SMLSC may deduct from the Security Bond only reasonable amounts for loss or damage caused by the Hirer or Guests (including missing or damaged fittings/equipment), abnormal cleaning, waste removal, call-out fees caused by the Hirer/Guests, or other reasonable costs arising from the Hirer's breach.
30. **Itemised statement and evidence:** If SMLSC makes any deduction, SMLSC will provide the Hirer with an itemised written statement. On request, SMLSC will provide reasonable supporting evidence (for example invoices, quotes, photos or time records) to the extent available.
31. **Return of bond:** Subject to any reasonably anticipated deduction/claim, SMLSC will return the undisputed balance of the Security Bond within 14 days after the Hire Period. If a claim cannot be reasonably quantified within 14 days, SMLSC may retain a reasonable amount until the claim is resolved and will return any remaining balance promptly after quantification.
32. **Loss exceeding bond:** The Security Bond is not a cap on the Hirer's liability. SMLSC may recover reasonable loss or damage exceeding the bond to the extent permitted by law.
33. **Indemnity (proportionate):** The Hirer indemnifies SMLSC against third-party claims, loss, damage, costs and expenses (including reasonable legal costs) arising out of or in connection with the Hirer's event, but only to the extent caused by the negligence, unlawful act/omission, or breach of this Agreement by the Hirer or its Guests, invitees, contractors or suppliers, and only to the extent not caused or contributed to by SMLSC's negligence, breach or wilful misconduct.
34. **Insurance:** If reasonably requested by SMLSC (including for commercial, high-risk or alcohol-related events), the Hirer must hold public liability insurance of at least \$20,000,000 for the Hire Period and provide a certificate of currency before the Hire Period. For personal/private Hirers, the Hirer must disclose any event-specific insurance held when reasonably requested by SMLSC.
35. **SMLSC reasonable care and safety directions:** SMLSC will take reasonable care in providing access to the Venue. The Hirer and Guests must comply with SMLSC's reasonable safety and operational directions.
36. **Limitation of liability (ACL compliant):** Nothing in this Agreement excludes, restricts or modifies any consumer guarantee or other right that cannot lawfully be excluded under the Australian Consumer Law, or any liability for fraud, wilful misconduct or reckless conduct.
37. **To the fullest extent permitted by law:**
- SMLSC is not liable for indirect or consequential loss, loss of profit, loss of opportunity or reputational loss;
 - SMLSC is not liable for loss of or damage to unattended property brought to the Venue by the Hirer or Guests; and

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- c. SMLSC's aggregate liability arising out of or in connection with the hire is capped at the Venue Hire Fee paid for the affected Hire Period, except to the extent that liability cannot lawfully be excluded or limited.

- 38. **Induction, access and keys/fobs:** The Hirer must complete any required induction before the Hire Period (including security access, kitchen/equipment use and emergency procedures). SMLSC may refuse to provide keys/fobs or access if induction is not completed. If access is refused due to the Hirer's failure to complete induction by the required time, SMLSC may treat it as a cancellation by the Hirer and apply the cancellation clause (rather than automatic forfeiture of all funds).
- 39. **Lock-up and security:** The Hirer must ensure all external doors (including sliding doors) are closed, locked and secure when leaving, and that the front entry door closes securely behind the last person. If SMLSC incurs reasonable costs due to the Hirer's failure to secure the Venue (including security callouts), those costs may be recovered from the Hirer and may be deducted from the Security Bond in accordance with the bond clause.
- 40. **Notices, disputes and general:** Notices may be given by email to functions@southmelbournesc.com.au and to the Hirer's email in the Booking Confirmation. If a dispute arises, the parties must first attempt to resolve it by good-faith negotiation. If not resolved within 14 days, either party may refer the dispute to mediation in Victoria before commencing proceedings, except where urgent interlocutory relief is required.

This Agreement is governed by the laws of Victoria. The Hirer must not assign this Agreement without SMLSC's written consent. Any variation must be in writing. Severance applies. A failure to enforce is not a waiver. This Agreement (together with the Booking Confirmation and Schedule 1) is the entire agreement. Clauses intended to survive (including liability, indemnity, bond, and privacy) survive expiry or termination.

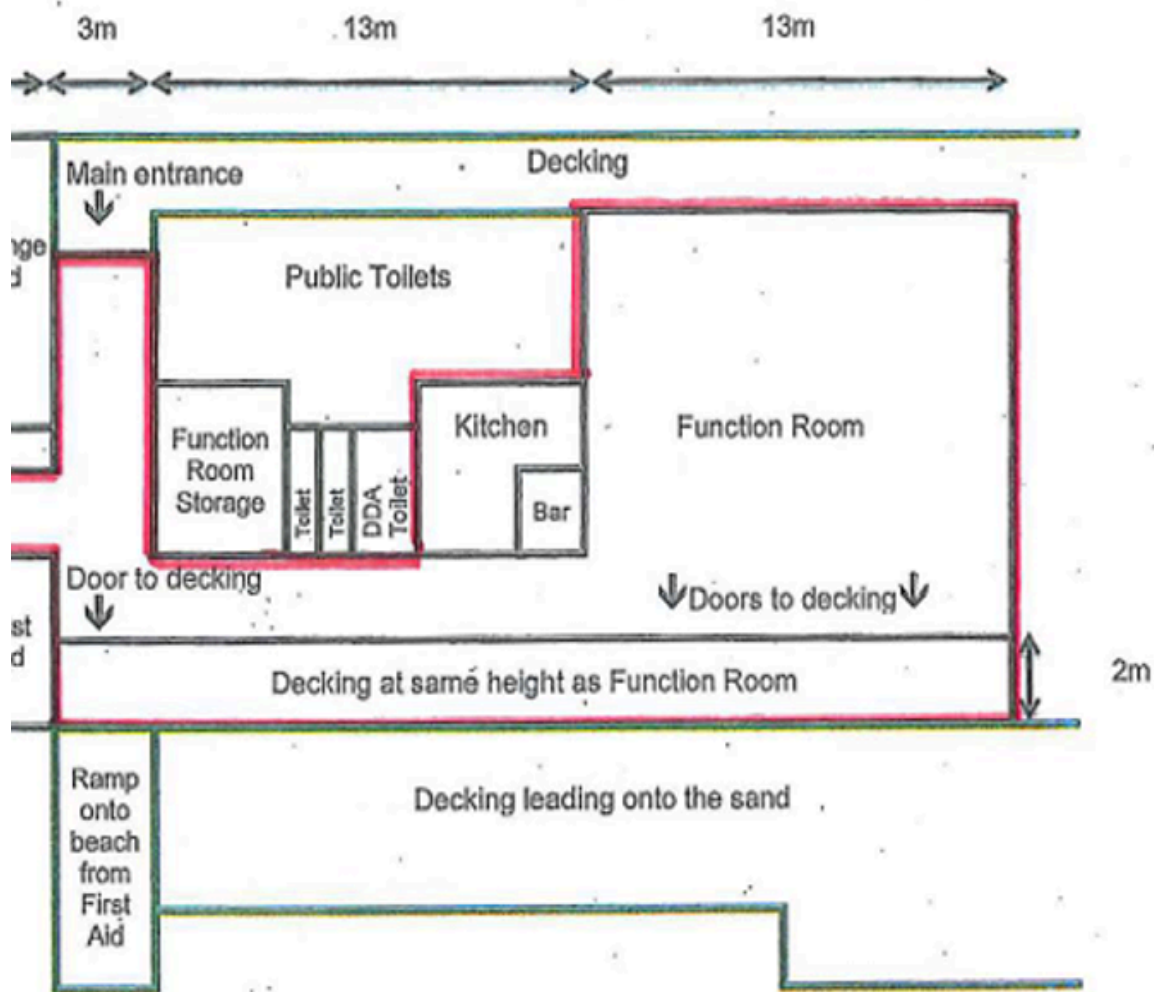
- 41. **Privacy, photography and CCTV:** SMLSC collects and uses personal information to administer bookings, manage safety and security, and comply with legal obligations. The Hirer must ensure any photography/filming/recording at the event complies with privacy laws and that necessary consents are obtained from attendees. SMLSC is not responsible for recordings made by the Hirer or Guests. SMLSC may operate CCTV/security recordings and use/disclose footage as permitted by law for safety, security and incident management.
- 42. **Child safety:** The Hirer is responsible for supervision of minors at all times. If the event involves child-related work, the Hirer must ensure relevant workers/volunteers have required Working with Children Checks and comply with applicable child safety standards and laws.

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Schedule 1 – Venue floor plan and licensed/function area



Operational area (not part of the Venue): The operational area (RHS when entering from the road side), including driveway and beach-front surrounds used to train, prepare and maintain lifesaving equipment is members-only and is excluded from the Venue. Doors to the members area are not to be opened or accessed by the Hirer or Guests during the Hire Period.

Licensed/function area (alcohol boundary): The licensed/function area is the area within the building and the section of external decking bounded by the glass balustrade, as shown on the floor plan image above. Alcohol must not be taken outside this boundary.