



**West End Lawn Tennis Club ("the Club")**  
**2 Fife Street / PO Box 46-075 Herne Bay**  
**Agreement for Use of the Club's Facilities**

<b>User Name</b>		Are you a current Club member?	
<b>Address</b>			
<b>Telephone</b>		<b>Mobile</b>	
<b>Email</b>			
<b>Nominated Fire Warden &amp; Contact Details</b>			

<b>Times of Use</b>			
<b>Date required</b>		<b>Function/Activity</b>	
<b>Time &amp; Duration</b>		<b>Expected Number of Attendees (125 persons max)</b>	

<b>Facilities (tick only those that apply)</b>	
Club Room	<input type="checkbox"/>
Courts	<input type="checkbox"/>
Kitchen	<input type="checkbox"/>
Bar (requires attendance by qualified Duty Manager)	<input type="checkbox"/>

<b>User's Referee Details</b>	<b>Relationship</b>	<b>Tel</b>	<b>Email</b>
1.			
2.			

<b>Fees (Office Use Only)</b>	
Bond (refundable)	\$600.00
Club Room use	
Court use	
Kitchen use	
Bar use	
Cleaner (compulsory)	\$ 160.00
<b>TOTAL (excl. bond)</b>	

<b>Rates</b>		
USER TYPE	APPLICABLE FACILITIES	RATES (GST EXCLUSIVE)
Members	Courts	\$10 per hour for any non-members
	Club Room (full day or evening)	\$300
	Club Room (half day)	\$150
Non-Members/ Community	Courts	\$20 per hour, per court
	Club Room (full day or evening)	\$600
	Club Room (half day)	\$300
Non-Members/ Corporate	Courts	\$30 per hour, per court
	Club Room (full day or evening)	\$750
	Club Room (half day)	\$375
All (if applicable)	Bar staff	\$45 per hour
	Kitchen staff	\$25 per hour
	Tennis coach	From \$90 per hour, per coach
	Cleaner (compulsory)	\$160

## Terms & Conditions

### Booking

All Users must complete and return this Agreement to the Club to the satisfaction of the Club. A booking for the User to use the Facilities will only be accepted and confirmed by the Club after the Club has received payment of the Fee in full.

Completion of this Agreement and payment of the Fee in full by the User shall be an offer only, and capable of acceptance by the Club at the Club's discretion.

### Right to Use

All hires are conditional on the user and their guests having valid vaccine passes or exemptions. Upon a booking being accepted by the Club, the Club grants to the User and the User accepts a licence to use those Facilities ticked on the front page of this Agreement during the Times of Use at the Fee and otherwise on the terms and conditions expressed and implied in this Agreement. The User acknowledges that this Agreement and any use of the Facilities does not grant any exclusive occupation or lease of any of the Facilities during the Times of Use or at any other time.

### Rates and payments

The Fee for use of the Facilities is calculated by the Club in accordance with the Rates specified on the front page. The Fee shall be paid by the User in full by the date specified on the invoice issued by the Club to the User. If the Fee is not paid in full by the due date, the Club may elect not to accept the booking. Extra charges may be incurred by the User at the discretion of the Club should the use occur outside the Times of Use. All setting up and pack down or after event cleaning is deemed to be part of the use of the Facilities and must be conducted by the User within the Times of Use.

### Bond

The User may be required to pay a Bond as part of the Fee as determined at the discretion of the Club. In the event that a Bond is payable, the User shall pay the Bond sum of \$500 to the Club at least three (3) weeks prior to the User accessing any of the Facilities. The Bond sum may be held by the Club on interest bearing deposit and any interest accrued shall be for the sole benefit of the Club. Deductions from the Bond will occur at the discretion of the Club if, in the determination of the Club:

- The Facilities or any of the Club's equipment or fittings are damaged;
- Additional cleaning is required;
- The User remains within the Facility outside of the Times of Use;
- Access swipe-cards and/or keys are not returned to the Club within three days of the function;
- Rubbish is improperly disposed;
- Damage to any neighbours' property occurs;
- The alarm is improperly activated, resulting in a security call-out;
- Any action by the User or breach of this Agreement results in the Club sustaining any damage, loss, costs or charges.

Unless the Club is entitled to make a deduction pursuant to this Agreement, the Bond will be returned to the User in full within 10 working days after the function date.

### Insurance

The Club, and Users pursuant to this Agreement are insured for Material Damage and Public Liability for the specific use of the Facilities set out in this Agreement. However, if damage was to result from negligence on the part of the User or persons under the control of the User, the Club's insurance company has the right to seek subrogation/recovery from the at-fault party. It is up to the User to provide its own Public Liability insurance cover if deemed necessary. Should the Club make any insurance claim as a direct or indirect result of the User's activities then the User is responsible for any insurance excess payable in respect to that claim.

### Access

The Club will provide the User with the swipe-card and/or keys determined by the Club. A pre-function inspection will be performed by the Club at that time. All swipe-cards and keys must be returned to the Club the following day during the post function bond inspection.

### Capacity

The User will ensure that no more than 125 persons are allowed within the Facility at any one time during the Times of Use. In particular the Club Room including the deck area has a maximum load capacity of 125 persons.

### Cleaning and rubbish

The User is responsible for leaving the Facility in good order and condition at the end of the

Times of Use so that it is ready for the commercial cleaner.

This includes:

- Ensuring all leftover food, equipment and decorations are removed from the premises;
- Mopping spills and sweeping up breakages;
- Moving furniture back to its original position;
- Depositing and/or disposing all rubbish in the appropriate containers and recycling taken to the large blue bins near the outside stairs. Any excess rubbish must be disposed of by the User at the cost of the User by the expiry of the Times of Use. Excess rubbish includes any rubbish left within any of the Facilities a result of your function.

The cleaning company's minimum rate is \$90 for 2 hours to cover the normal range of festive/corporate hireage. Additional charges may arise if the Facility is left in an unsatisfactory state.

### **Management during Times of Use**

At all times during the Times of Use and whenever the User or persons under the control of the User are in or around the Facilities, the User will ensure that the User and all persons under the control of the User:

- Do not interfere with other activities, persons or property in or around the Facilities;
- Comply with all policies and procedures advised by the Club from time to time;
- Do not use any property or possessions of the Club other than as permitted under this Agreement;
- Do not use obscene, abusive or offensive language or gestures;
- Ensure that the function is conducted in a safe and orderly manner;
- Do not allow any unauthorised visitors on the Facilities;
- Do not use any of the Facilities for any purpose other than for the purpose they were intended;
- Do not smoke or consume, possess or be under the influence of intoxicating liquor, drugs, solvents or any illegal substance; and
- Do not use naked flames (including candles). If any fire alarm is set off, any resulting charge or cost will be payable by the User.
- Do not bring any personal alcohol onto the premises.

### **Noise**

The User shall ensure that noise from amplifiers and loudspeakers is kept to levels complying with a residential neighbourhood at all times. All music shall be turned down by 11:00pm and **off** by 12:00am. Failure to comply with this condition may result in early closure of the function as determined by the Club without compensation to the User. The Club also requires that the User's guests leave the Facilities in a quiet fashion and that there is no loitering of any kind outside the Facilities.

### **Neighbour Notice**

Contact information for the evening must be provided to the Club Manager. The Club Manager advises close neighbours of functions and events by email, which includes the date, time, duration and name of hirer, along with a contact mobile phone number.

### **Security**

The User is responsible for securing the Facilities upon completion of the function and must ensure the following:

- All lights, heaters, stoves and electrical appliances are switched off;
- Windows and doors are closed and locked; and
- The alarm is set as instructed by the Club.

Functions of a large nature may require a security guard hired by the User and at the cost of the User.

### **Fire safety**

A fire warden must be appointed and every User is required to be familiar with the procedure for evacuation of the Facilities in case of fire, and for following instructions of the appointed fire warden. The warden must ensure that all means of leaving the Facilities are checked twice during the Times of Use - once on entering the Facilities, and once during the course of the function. In case of fire, evacuate the Facilities immediately, and then notify the New Zealand Fire Service by phoning 111.

Section 47C (4) of the Fire Service Act 1975 authorises the New Zealand Fire Service to charge for false alarms. Currently this charge is \$1,000 + GST. Should a false alarm occur during the Times of Use, the User shall be responsible for the NZ Fire Service charge and the cost of resetting the alarm. If the fire extinguisher is unnecessarily discharged the User shall be responsible for filling and

recharging the extinguisher at the cost of the User.

### **Liquor Licence**

The Club's liquor licence permits the sale of alcohol on the following days and hours;  
Monday, Tuesday, Thursday 5.00 pm to 10.00 pm  
Wednesday 5.00 pm to 11.00 pm  
Friday & Saturday 12.00 pm to 12.00 am  
Sunday 12.00 pm to 9.00 pm

The Club offers a range of beer and wine and additional varieties are available from our sponsors on request. The Club does not permit BYO of alcohol on to the premises. Any alcohol on offer must be supplied by WELTC.

If the bar is required by the hirer The Club will arrange a Duty Manager for the agreed period at a charge of \$30 plus GST per hour.

### **Loss or damage**

The Club accepts no responsibility for loss or damage to any persons or to any property of the User or any property of persons under the control of the User, whether within or outside the Facilities. Such persons and/or property is not insured under the Club's insurances.

### **Supervision of children**

The User must ensure children are supervised at all times during the period of the Times of Use, including in bathrooms, deck area and surrounding outdoor areas.

### **Cancellation by User**

Cancellations by the User are accepted up to three weeks before the date of the function. Any refunds of the Fees paid by the

User cancelling after that time will be solely at the discretion of the Club.

### **Staff**

The Club reserves the right for their staff to be present in the Facilities at any time, including during the Times of Use.

### **Signing this Agreement and cancellation**

This Agreement must be signed on behalf of the User by a person 18 years of age or over and returned to the Club no later than 15 days prior to the function. The Club may, at its discretion;

- Refuse any application for use;
- Cancel any accepted booking at any time without providing a reason. In each case, all monies paid by the User in regard to the cancelled function will be returned to the User in full and the Club has no further liability for any compensation, loss, damages or costs to the User or any other person.

### **Breach of conditions**

Any breach by the User of this Agreement may result in (at the sole discretion of the Club):

- Loss of all or part of the Bond;
- Closure of the function;
- Refusal to accept future bookings; and/or
- Extra charges being incurred by the User.

### **Definitions**

In this Agreement, words beginning with capital letters will be interpreted by reference to the use of those words as they appear in bold on the front page of this Agreement.

**Declaration:** I hereby certify that I have read and understand the terms and conditions of this Agreement, and that all details, information and representations provided by the User in completing this form or applying for a booking are true and correct.

Signature of hirer: \_\_\_\_\_

Signature of Club Rep: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_