



TERMS & CONDITIONS OF HIRE
Revision 1

**Irymple Knights
Soccer Club (IKSC)**

VENUE HIRE

WELCOME!

Irymple Knights Soccer Club (IKSC) offers a unique and distinctive function space located in the heart of Irymple. The large and flexible function space suits a variety of occasions including cocktail parties, dinner functions, off-site team meetings/workshops, birthdays, Christmas parties, sporting events and various others.

Our space is in Irymple, just 10 minutes from the Mildura City Heart by car with plenty of free on-site parking. We are surrounded by beautiful parklands, and Fishers complex shopping hub just across the road.

THE VENUE SPACE

The IKSC Clubroom function area accommodates up to 300 people standing inside & out or 180 people fully seated. The venue has audio/visual equipment, kitchen, bar, rest rooms, surround parking and large open space for outdoor entertaining.

What makes our space a great option for your occasion is the opportunity to make the space your own. We have facilitated many types of events that have completely transformed our venue to suit their needs. This includes kids themed birthday parties, corporate team bonding sessions, dress-up cocktail parties or as simple as a band with open floor space to dance the night away.

We also provide ample outdoor space on both sides of the clubroom that can be used for various purposes such as jumping castles, outdoor games or simply to take in fresh air with the beautiful surroundings. More specifically, our grounds (subject to approval) maybe used for all types of sporting or community events such as, football tournaments or farmer's markets.

THE BAR



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Access to the bar will require your own alcohol of your choices, you will have access to a double door fridge and all glass wear.

It is also your responsibility for any guest's consuming alcoholic beverages

It will be your responsibility to clean & return all glass wear to its rightful place.

THE KITCHEN

Fitted with industrial stainless steel gas appliances, our kitchen will provide the perfect environment to cater for your guests. The kitchen is equipped with:

- Freestanding 6 burner gas cooktop and oven
- 6 x gas top burners
- 2 x Bain Maree
- Large Outdoor Pizza oven
- Hot water urn
- Bench tops
- Cutlery and crockery for 100 dinner guests.

We can provide details of caterers who partner with us and who can cater for a wide range of events.

THE OUTDOOR UNDERCOVER AREA

The outdoor undercover area can be used for additional outdoor tables and seating. **The gas BBQ, heaters and outside pizza oven are for club use only and are not permitted for use.**



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HIRING FEES

Basic Package - \$550 (5 hours+)

The Basic package venue hire is \$550 for a day or evening event,

The club will also consider other booking requirements (such as several days) at a negotiated rate.

The Basic Package includes:

- Access to general facilities (clubroom, toilets, bar space)
- Access to kitchen for self-catered events
- Access to club furniture and audio/video system.
- Public liability insurance

Members and Community NFP organisations, please contact the function/events coordinator for booking prices.



TERMS & CONDITIONS OF HIRE

TERMS & CONDITIONS

All accepted hirers of the IKSC venue must adhere to the following:

- The clubroom availability will be subject to club events including senior/junior games, club functions and other events.
- A non-refundable deposit of \$250 is required at time of booking unless your cancellation is more than 48hrs prior to your booked event.
- A \$500 bond & Credit card details are required with the hire charge and must be paid in full, 48hrs before the event.
- The bond shall be returned to the Hirer (within 7 days) upon satisfactory inspection by club representatives.
- Setup, pack up and cleaning must be completed within the designated hire time. This includes disposing of rubbish in provided bins, all floors, kitchen, bar benches and sinks are clean, chairs are stacked on tables, carpets and floors are vacuumed, toilets are cleaned and the club is returned to normal state (as provided).
- Hirer must not enter any other parts of the facility apart from clubroom, kitchen and toilets.
- Under no circumstances are Hirers permitted to stick anything to the clubroom walls (e.g. posters).

In these conditions of hire, "Hirer" means the individual and/or organisation that has applied to hire the space, "Club" means Zagreb Irymple Knights Soccer Club Inc., and the "facility" means the IKSC Clubroom, Kitchen and Outdoor areas unless the context indicates otherwise.

1. APPLICATION FOR FACILITY HIRE

Each application for use must be made at least 4 weeks prior to your booking date, on the required application form, signed by the applicant, stating the purpose and hours required, and containing the applicant's undertaking to comply with these conditions of hire. Where application is made on behalf of an organization or body of persons, the applicant shall state the name of such organization or body and the authority of the applicant for making such application, together with private and business telephone numbers of the applicant. The person making the application on behalf of the organization or body will then be liable to ensure compliance with these conditions of hire.



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1.1 HIRE CONDITIONS

1.1.1 Tentative Bookings - Tentative bookings will be held for up to 14 days. A booking will be confirmed only upon receipt of a completed hire acceptance application form by a person over the age of 21 who will be responsible for the event and adherence to the terms and conditions detailed within. The applicant will need to provide proof of ID and receipt that the security bond has been paid. Upon receiving the acceptance form and security deposit the club will confirm the booking via email and finalise the date on the online booking calendar. If the booking is not so confirmed, the tentative booking may be cancelled by Club without notice.

1.1.2 Full Hire Fee - The full hire fee shall be paid to Club within 5 working days prior to the function. Club may, from time to time, fix, review and alter the charges to be levied for the hire of the facility. The fee will be that which applies at the date of the function, notwithstanding that the charge may have altered since the date on which the booking was made. If the full amount is not paid within 5 working days prior to the event, the booking will be automatically cancelled.

1.1.3 Security Bond - A security bond must be paid for all bookings of Club facilities. The security bond is a guarantee for the fulfilment of all conditions of hire and is a security against damage to the furnishings, fittings, walls, floors, equipment or the building itself. The bond will also cover extra cleaning expenses incurred when Club needs to engage cleaners after the hirer's function, which is outside the normal cleaning schedule. Should the Club assess the cost of the damage repair or cleaning as being higher than the amount of the bond paid, the hirer agrees to pay Club the full amount in excess of the bond.

All bookings incur a \$500 bond fee, Payment of the bond can be made by cash or credit card in person at the club, or by direct bank deposit via BPay.

A bond invoice must be paid within 7 days from the invoice date. Bookings with less than 7 days event lead time must pay bond invoices immediately. Club will return the security bond to the hirer within 5 working days after the function via Electronic Funds Transfer (EFT) or Cash. This is subject to a site inspection undertaken by a Club member to ensure the facility was left in an acceptable condition and no damage to the facility has occurred.

1.1.4 Kitchen – A hirer using the kitchen must comply with all legal requirements, including without limitation the Health Act 1958 and the Food Act 1982. The hirer must return the kitchen to normal (as provided) state and ensure all kitchen equipment, dishes, cutlery and goods are clean and back in their original location.

1.1.5 Cancellation by Hirer - The hirer may cancel a booking. Where the booking is cancelled less than 7 days prior to the hire date(s), the Club will retain the security bond lodged at the time of booking. Where notification of cancellation is received 7 days or more prior to the hire date(s), then the security bond will be returned in full.



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1.1.6 Cancellation by Club – The Club may cancel any booking when the facility is required for Club functions, Municipal needs, or due to unforeseen circumstances (e.g., extreme weather) when these conditions of hire may have been accepted and signed and the hire fee and/or security bond paid. It is a condition of hire that the hirer agrees to accept the Club's right to cancel any booking and the hirer will be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence of such cancellation. Any refund shall be at the sole discretion of Club's President, whose decision shall be final.

1.1.7 Hire Times – The times booked must include set up time, caterer's time and last person out. Doors will only be opened and will be closed at the times stated and paid for.

1.1.8 Combined facilities - Where combined facilities such as Clubroom/Kitchen are originally booked, but subsequently one is not required, no reduction in hiring charges will be made, and the hirer must pay the full hire fee.

1.1.9 Additional Equipment – Hirers must provide on the application form details of any additional equipment which they are intending to bring into the facility for the event, including without limitation public address systems and stage lights.

1.1.10 Persons Requiring Access – Hirers must provide on the application form details of any persons who, or bodies which, require access to the facility, including without limitation musicians, caterers and other contractors.

1.1.11 Lecture/Entertainment Content – Where the hire of the facility is for lectures or entertainment, hirers must provide on the application form details of the subject, and program for the lecture or entertainment being held.

1.1.12 Table Plans – The table plan, setting out the requested position for tables, and showing the number of guests at each table, is to be provided to Club at least 14 days before the event. Hirers must observe the requirement to keep all exists clear.

1.2 LIMIT OF HIRING

The hirer shall only be entitled to use the particular part or parts of the facility hired, and the Club reserves the right to let any other portion of the facility for any other purpose or purposes at the same time.

1.3 REFUSAL TO LET AND SUB-LETTING

The Club reserves the right to refuse applications for hire. No portion of the facilities hired may be sub-let or any booking transferred or assigned without the prior consent of the Club.



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1.4 DISCOUNTED FACILITY HIRE (CLUB MEMBER/ NFP ONLY)

Irymple Knights Club Members and Non-profit community groups based within the Mildura City Council are eligible for a discounted hire rate. Applicants wishing to apply need to provide a valid (current year) club membership or NFP Registration number. Applicants of Not-for-Profit organizations shall also provide proof of their relationship with the NFP organization via email at events@irymplesoccerclub.org.au

1.5 AMENDMENT OF CONDITIONS OF HIRE

It is the club's right to amend the terms and conditions of hire without notice at any time. Notwithstanding, when changes to the conditions have occurred, the club shall make every effort to inform all hirers within an acceptable period.

2. FACILITY RULES

2.1 SMOKING

Smoking is not permitted inside the facility or within ten meters of an entrance / exit point. The hirer must advise facility users about the No Smoking Policy.

2.2 DISORDERLY BEHAVIOR AND DAMAGE

No obscene behavior or damage to property is permitted in any part of the facility.



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2.3 DECORATIONS/STAGE FITTINGS AND LIGHTING

No stage property, electrical installation, appliance, or decorating materials of any kind shall be brought into the facility without the consent of the Club. Any such items must be removed at the end of the event and, if not so removed, the hirer must pay such sum as Club determines for each day or portion of a day whilst such property remains in the facility. The use of confetti or streamers or similar articles of decoration is prohibited. Smoke machines and helium balloons are not permitted without the prior consent of the Club. The floor, walls or any other part of the facility, or any curtains, fittings or furniture, shall not be broken, pierced by nails or screws or in any manner or other way damaged, and no scenery, fittings or decorations of any kind shall be erected in the facility or attached to or affixed to the walls, doors or any other portion of the facility, curtains, fittings or furniture, mechanical, electrical or other equipment. The hirer will be liable on demand to pay the full cost of cleaning or repairs occasioned by damage to the facility or any furniture or fittings as a result of the hiring. Wall decorations must only be put up using blue-tack. No tape or adhesives are permitted. Notification of any lighting changes or requirements must be made at time of booking lodgment. In the event of special electrical equipment being used, the hirer must first obtain the Club's consent, which consent may be given subject to conditions including the payment of extra charges to the Club and the engagement of and payment for the services of a qualified electrician.

2.4 THEFT

Neither the Club nor its staff shall be liable for any loss or damage sustained by the hirer, or any person, firm, corporation entrusted to or supplying any article or thing to the hirer by reason of any such article being stolen, damaged or lost and the hirer agrees to indemnify the Club against any such actions.

2.5 HELIUM BALLOONS AND SMOKE MACHINES

Due to the fire detecting devices in the facility, smoke machines and helium balloons are not permitted within the facility without prior consent. The hirer must pay for a breach resulting in 'Emergency Services' being called to the facility. These costs are potentially around \$3,000.00.



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2.6 DIRECTIONS

The hirer shall be held responsible for the actions of all and every person attending the function.

2.7 ANIMALS

No animals shall be allowed in the facility or its precincts without the consent of the Club.

3. BUILDING CODE

3.1 The hirer must comply in every respect with the Building Act 1993 and the Health Act 1958 with regard to public buildings for the prevention of over-crowding, obstruction of fire exits, corridors, passages and any other part of the building. Failure to adhere to instructions may result in the cancellation of the event. In particular;

- No Fire Exits can be obstructed at any time.
- No smoke (machines) or open flame is allowed without prior consent of the Club.
- No Helium Balloons are permitted in the facility without prior consent of the Club.
- Any Fire Brigade call-out costs will be forwarded to the client if fire alarm is set off due to a false alarm (Potentially around \$3,000.00).

4. INSURANCE & RELEASE & INDEMNITY

4.1 RELEASE & INDEMNITY

The hirer is responsible for any accident, loss, damage sustained to any person or property or any injury sustained by any person using any part of the facility during the currency of the hiring, notwithstanding that such event arose from or by reason of any defect in the furniture, fittings or other accessories of any kind, and the hirer hereby forever releases, discharges, indemnifies, and holds harmless the Club, its Officers, servers, agents and contractors against all claims and demands made or the costs or expenses incurred in connection therewith. Without limiting the former, this includes:



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4.1.1 Any legal liability whatsoever arising from the participation or use by the hirer and/or any other persons associated with the hirer, and in the activity of conducting the business operation at, and/or occupying the facility and in all activities in connection therewith, due to any cause.

4.1.2 Any and all loss, damage, expenses, claims, demands, actions and causes whatsoever which might be made or instituted or suffered or incurred or sustained by any person or body for injury, loss or damage arising in any manner for the said participation or use.

4.1.3 All loss or damage to any property, buildings, equipment or materials of Club and/or any other persons on or outside the location caused by the hirer and/or any persons associated with the hirer due to the said participation or use.

4.1.4 Any and all loss, damage, injury or illness, including death, sustained or incurred by the and/or any person associated with the hirer arising in any manner from the said participation or use/hire or occupation.

In addition, the hirer must not do or neglect to do or permit to be done or leave undone anything which will affect the Club's insurance policy or policies relative to fire or public risk in connection with the facility. The hirer hereby indemnifies the Club to the extent that such policies are affected through any such act of commission or omission.

5. POST FUNCTION CLEANING

The Club officer on duty will advise the hirer to the extent of cleaning to be undertaken. The hirer will leave the facility, kitchen and/or rooms in a tidy condition and all fixtures in good working order and condition, and immediately place all rubbish and waste matter in plastic bags within the garbage bins provided. If this is not done, the Club shall be entitled to have the facility cleaned or put in order and the cost of doing so will be deducted from the security bond.

6. KITCHEN FACILITIES & APPLIANCES

The hirer must not take and must not allow any other person including caterers to take, into the kitchen or any part of the facility, or use, or allow to be used, any gas or electrical appliances not supplied by the Club (e.g., spit roasts, hotplates, portable deep fryers) unless permission has first been obtained from the Club. The hirer must ensure that when leaving the kitchen at completion of the event all appliances are turned off and the kitchen is clean, and all utensils are in good order and condition. It is the responsibility of the hirer to ensure that caterers adhere to this requirement. If this is not done, the Club shall be entitled to have the facility cleaned or put in order and the cost of doing so will be deducted from the security bond.



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7. PRIVACY

Club collects information for the purpose of registering the booking. The personal information collected will only be used to communicate with the applicant for hire or for regulatory safety or other lawful purposes. Failure to provide this personal information may result in the application not being processed, however you may access this information by contacting Club.

8. BREACHES OF CONDITIONS OF HIRE

Any person committing a breach of any one or more of these conditions of hire may be expelled from the facility. The hirer must bring this to the attention of all people attending the event.

9. DISPUTES

In the event of any dispute or difference arising as to the interpretation of these conditions of hire or any matter or thing contained therein, the decision of the Club's President shall be final and conclusive.

13. GOODS AND SERVICES TAX (GST)

All fees and charges imposed by the Club will be subject to GST. Unless otherwise stated, fees and charges will be inclusive of GST.

14. FEES AND CHARGES REQUEST

The following fees and charges apply Monday – Sunday:

- The Basic package \$550 (non-members)
- Bond required \$500
- Credit Card Details

Prices are effective as of 01 April 2023 and are inclusive of GST.



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ACCEPTANCE OF HIRE AGREEMENT

I (Hirer/Applicant) am over the age of 21 years and declare that the information provided regarding the event is true and correct. I have read the terms and conditions of hire and agree to adhere to the requirements of the Club as detailed within.

ORGANISATION (if applicable)

Organisation Name: ABN/Other #:

CLUB MEMBER/NOT FOR PROFIT ORGANISATION (Please circle if applicable)

Membership/NFP Registration #:

DRIVERS LICENCE DETAILS (include photo of front and back of license)

License Number #:

Name on Card #: (must be applicant responsible)

Expiry Date #:

Card Number #:

CREDIT CARD DETAILS

Card Number #:

Card Type #:

Name on Card #:

Expiry #:

CCV #:

Direct Deposit:

BSB: 633 -000 ACCOUNT NO: 133520296

Name: Zagreb Irymple Knights Soccer Club

Reference: < NAME > HALL HIRE

Signature: _____ Date: ____ / ____ / ____

Please return completed form to:

Via email to events@irympknight.org.au

Upon receiving payment an invoice receipt will be sent to you confirming payment (deposit/full) and security bond taken.