



Kensington Gardens Bowling & Tennis Club Inc

Corner East Terrace and The Parade Kensington Gardens

Postal – PO Box 991 Kensington Gardens SA 5068

Tel: Ian 0422 302 234 Email: accountkensi@adam.com.au

Request to Hire

Name _____ Club _____ Member _____ Yes/No _____

Address _____

Telephone (W) _____ (M) _____ (AH) _____

Email _____

If you are not the intended hirer, but are representing a club or company, please include your full name, address, telephone number and email address.

Full Name _____ Address _____

Telephone (W) _____ (M) _____ (AH) _____

Type of Function _____ No. Adults _____ No. Children (<18 years) _____

Date _____ Start Time _____ Finish Time _____

Area / Services Requested (tick or indicate as required)

Area/Service	Cost	Required / Quantity
Club Rooms (Ground Floor) Capacity – 110 meal, 300 standing	Full day \$350 Half day \$250	
Club Rooms (Upstairs) Capacity – 45 seated, 60 standing	Full day \$200 Half day \$150	
Kitchen – depends on use Oven, dishwasher, crockery, cutlery, glassware	\$50 to \$150	
BBQ (outside)	\$50	
Tennis Court – daytime	\$22/court/hr	
Tennis Court – night Mon, Wed & some Fri	\$27/court/hr	

Area/Service	Cost	Required / Quantity
Bowling Green – Cost per person. Includes bowls and attendants	\$10 per person	
Note- hire/ social bowls / tennis packages available on request		
Liquor Licence**	Nil	

****Liquor Licence** - KGBTC holds a limited liquor licence. KGBTC will advise if a special circumstance liquor licence is required for your event. If required, KGBTC will apply for the required licence – no fee charged.

Deposits payable via EFT KGBTC Bank Details – BSB 105 146 ACCT 548 003 840 or Cheque.

Note: Deposit amount to be equivalent to the cost of Hire or 15% of event total cost.

To track your EFT payment please include your name and function date in comments.

Acknowledgement and Acceptance

This Request to Hire must be completed and signed by the Hirer as indicated on page 4 below.

OFFICE USE

Booking Received by KGBTC Representative _____ Date _____

Deposit Received on _____ Deposit Amount \$ _____ Method (circle one) *EFT / Cheque / Cash / Invoice*

Special Liquor Licence Required *YES / NO* Date Lic Liq Applied _____ Liq Lic Approval Received *YES / NO*

Terms and Conditions of hire

KGBTC, CLUB refers to Kensington Gardens Bowling and Tennis Club Inc.

CLIENT, YOU, GUESTS, HIRER refers to the persons, organisation, group or representatives organising or holding the event for which the hiring is sought.

HIRE AGREEMENT refers to this form and these terms and conditions.

PREMISES means the area hired under this hiring agreement, and includes KGBTC's clubrooms and the adjacent playing areas leased by KGBTC from the City of Burnside.

Part 1: Provisions re bookings and arrangements for and conduct of event

TENTATIVE BOOKINGS will be held for 10 working days before being released for resale. KGBTC will not take responsibility if booking confirmations or deposits are late and the space has been re-allocated.

BOOKING CONFIRMATION & DEPOSITS - Tentative bookings are to be confirmed by providing to KGBTC a duly signed Hire Form order plus terms and conditions. To secure your booking a deposit equivalent to the room hire or 15% of the estimated value for the event (whichever is greater), unless otherwise agreed by KGBTC in writing, to be received no later than 10 working days after the tentative booking has been made. The booking deposit is to be paid directly to KGBTC via EFT, cash or cheque (Cheque to be made out to "Kensington Gardens Bowling and Tennis Club").

PAYMENT - KGBTC may request full or progress payment prior to the event. Payment for any additional charges incurred during the event must be paid at the conclusion of the event. If payment terms are approved by KGBTC, full payment for the event, must be received within 7 business days from the date of your event. Payment must be made by EFT, cash, or cheque (Cheques made out to "Kensington Gardens Bowling and Tennis Club").

REFUSAL OF REQUEST TO HIRE - KGBTC reserves the right to refuse this Request to Hire prior to KGBTC confirming its acceptance. If this Request to Hire is refused, KGBTC will promptly refund all monies paid by the Hirer.

CANCELLATIONS - Cancellation or part cancellation of an event must be received in writing. In the event of a cancellation, the booking deposit and other monies paid to KGBTC may be forfeited. If the booking is cancelled within 90 days of the event, a cancellation fee of 25% of the total estimated value of the event plus 20% of hire equipment if applicable, is payable to KGBTC. If cancellation occurs within 14 days or less 100% of all costs are payable.

EVENT ORDER - This Request to Hire may be updated as required on an Event Order issued by KGBTC in order to reflect goods and services required for the event, or to provide additional and relevant information pertaining to the event. The Event Order will outline any additional costs or obligations for which the Hirer is responsible (in addition to costs and obligations for which the Hirer is responsible under these terms and conditions). The Hirer is responsible for understanding the Event Order (and its terms and conditions). Please feel free to discuss the Event Order with the KGBTC representative. Any Event Order provided by the Hirer that is accepted by KGBTC will form part of the Agreement between the Hirer and the KGBTC for the hiring of the subject area or services.

PUBLIC AREAS - KGBTC or Kensington gardens Reserve have many common areas. Exclusive use of these areas is not guaranteed unless otherwise confirmed in writing.

WEATHER & SPORTING AREA CLOSURE - KGBTC will not be liable if the weather prevents all or some of the planned event taking place. Due to the nature of the playing surfaces, at KGBTC's sole discretion, the playing/sporting areas may be closed. Playing areas are closed over winter months.

MENU SELECTION / CATERING - Your menu / catering must be finalised no later than 14 days prior to your event.

PRICES - Prices are correct at the time of quotation. KGBTC will make all efforts to maintain quoted prices. In the event of fluctuating market conditions, KGBTC reserves the right to change the prices solely at its discretion. Prices quoted include GST unless otherwise stated. KGBTC will not be held liable for impact to the client or its customers as a result of price changes.

MENU CHANGES & SUBSTITUTION - KGBTC reserves the right to change or withdraw any items or services for sale up to and including at the time of the event. We will advise you of any changes that need to be made and endeavour to replace the item with a suitable alternative. KGBTC will not be held liable for impact to the client or its customers as a result of menu or service changes.

PLANNED & GUARANTEED NUMBERS - Planned numbers are to be advised at time of booking confirmation. A guaranteed minimum number of guests attending the event are required by no later than 10 working days prior to the event. If there is a reduction greater than 20% from planned to guaranteed numbers, 50% of the variation will be charged.

FINAL NUMBERS - You must confirm the final number of guests for the event no later than 7 full days prior to the event, at which time a further payment is required. Final charges for the event will be based the number of guests attending the event (based on KGBTC's count) or the guaranteed minimum number, whichever is greater.

RUN OVER TIME CHARGE - Should your event extend beyond the agreed finish time, KGBTC will charge a fee of \$5.00 per person per hour or part thereof based on the final numbers for the event or \$300 per hour, or part of, whichever is greater.

LIQUOR LICENCE The KGBTC liquor licence concludes no later than 12 midnight, or as directed by KGBTC or temporary Liquor Licence. For an extension of this time, a notice period of 90 days prior to the event is required to seek appropriate approvals. Approvals are not guaranteed by KGBTC, and KGBTC is not liable for any loss, damage or other consequence of any failure to obtain approvals.

LIGHTING ON SPORTING AREAS - All floodlights on bowling greens and tennis courts are to be turned off by 10pm.

HIRE EQUIPMENT, BREAKAGES & DELIVERIES - All hire equipment must be returned clean or a cleaning fee will be charged. Any loss, damage or theft to the hired equipment occurring between the time of delivery and pickup will be subject to full replacement value of the goods. The client will be liable for any loss or damage sustained by the client or by any person, firm or corporation supplying the client.

CLIENT DELIVERIES & STORAGE - The facility does not have storage for goods outside the times of your event.

Client deliveries are to be made during pre-arranged hours unless otherwise agreed. All deliveries must be clearly labelled to indicate the event intended. KGBTC cannot provide a secure location to store goods and accepts no responsibility for damage or loss. KGBTC may not accept deliveries if the delivery is not expected or not suitable to be received. Clients organising pick-ups of goods post events must have the items collected immediately after the event, unless otherwise agreed. The goods are to be suitably packed for delivery and labelled appropriately. Any goods left after an event, unless arranged prior, will be considered as abandoned and will be discarded.

EXTERNAL SUPPLIERS - External suppliers must abide by any policies, procedures and work safety standards requested by KGBTC. KGBTC will not be liable for any injury, illness, damage or loss as a result of any act or omission of a supplier, including any failure to operate safely or in accordance to the relevant Work Health and Safety regulations or other statutory obligations.

STAFF ASSISTANCE & LABOUR CHARGES - KGBTC quotes will include standard set-up and servicing of events. Should there be additional labour or assistance required, KGBTC will charge accordingly. Labour will be charged by the hour and may have minimum engagement periods. OFFICE SERVICES - KGBTC has limited office services available ie photocopying, facsimiles, email and web access. Use of these services will be charged at the discretion of KGBTC.

COMMUNICATIONS - KGBTC will not guarantee internet connection via wireless, cable to an ISP.

VEHICLE ACCESS & HEAVY EQUIPMENT - Vehicle access is not permitted to KGBTC function space, external pathways, or playing areas. Requirements for delivery or use of heavy equipment at KGBTC must be advised at least 60 days in advance and approval is at the approval of KGBTC.

CAR PARKING - KGBTC are not responsible for nor control any parking in or around the facility.

DIETARY REQUIREMENTS & FOOD ALLERGIES - Dietary requirements are required 7 days prior to the event. While KGBTC make best efforts to cater for dietary requirements and food allergies, KGBTC cannot guarantee that meals provided are to exact specifications. If dietary requirements and food allergies are of a serious nature, we recommend guests provide their own meals.

NOISE - Noise level will be controlled at a level suitable to KGBTC. The client is not permitted to use any audio equipment or musical instrument at a volume, or behave in a manner that is likely to disturb or cause offence or disruption to other guests, KGBTC visitors/members, neighbours or

user of the Kensington Gardens Reserve. The Client and guests are to arrive and depart KGBTC in a manner as to not disturb the neighbouring residents.

SERVICE LIFT - KGBTC will not guarantee the availability of the service lift for use by suppliers or guests

MINIMUM SPENDS - KGBTC may impose a minimum spend for events solely at the discretion of KGBTC.

SUNDAY & PUBLIC HOLIDAYS SURCHARGE - KGBTC may impose a surcharge for events on Sundays and Public Holidays. The surcharge will be assessed on and event by event basis and solely at the discretion of KGBTC.

SMOKING - Smoking is not permitted inside, or anyway on the KGBTC property.

BEVERAGE BYO & CORKAGE - KGBTC does not offer BYO or corkage unless this is integral to your event. Approval is at the sole discretion of KGBTC.

DECORATIONS - KGBTC does not permit the use of decorative items such as glitter or sprinkles, unless previously approved by KGBTC in writing. Additional cleaning costs may be applied for the use of such items, and must be paid to KGBTC on demand.

RECOVERY COSTS - In the event that KGBTC incurs any further costs (including legal costs), expenses or disbursements in recovering any debt due by you to KGBTC, then you agree to reimburse such costs, expenses and disbursements to KGBTC on demand.

CLEANING - General cleaning is included in the cost of the function. If cleaning requirements following the event are deemed in the opinion of KGBTC to be excessive, the amount of the excess cleaning charges must be paid to KGBTC on demand. Confetti and rice grains or equivalent, as deemed by KGBTC, are not permitted in KGBTC.

Part 2: Additional provisions re the rights and responsibilities of the Hirer and KGBTC

1. **Hirer to provide copy of permits etc** - The Hirer must provide KGBTC with a copy of all permits, certificates and any other authorisations which may be required from the City of Burnside or some other governmental, civic or municipal authority for any activity the Hirer undertakes or permits to be undertaken on the subject area.

2. **Alcohol service** – The Hirer must not serve, sell or provide alcohol to persons, or permit persons to consume alcohol, without the prior approval of KGBTC and unless duly licensed to do so by law. KGBTC may, at KGBTC's sole discretion, require you to apply for a special liquor licence to cater for your event. All costs of the application and administration fees are at your expense. Alcohol must not be served to intoxicated or disorderly persons, who may also be asked by KGBTC or the Hirer to leave the premises. Alcohol must not be served to minors and therefore KGBTC reserves the right to request suitable identification and evidence of the age of persons attending the event.

3. **Indemnity** - the Hirer indemnifies KGBTC and its employees, members and agents from and against all actions, costs, claims and damages (howsoever arising) which may be brought or claimed against KGBTC and/or its employees, members or agents arising out of or in relation to any acts or omissions of the Hirer or of the Hirer's guests, agents, contractors or invitees or the use that the Hirer undertakes or permits to be undertaken on the Premises.

4. **Release** – The Hirer releases KGBTC and its employees, members and agents from any liability or claim (howsoever arising) resulting directly or indirectly from any accident, damage, loss or injury arising out of or in relation to any acts or omissions of the Hirer or of the Hirer's guests, agents, contractors or invitees or from any activity the Hirer undertakes or permits to be undertaken on the Premises.

5. **Insurance** – If KGBTC is not in its discretion satisfied that its existing public risk insurance policy provides adequate cover for it and the Hirer for risks arising from this hiring of the subject area or services, it will notify the Hirer accordingly in writing, in which case the Hirer must within 7 days of receiving such notice take out and maintain a public risk insurance policy from a reputable insurer in the name of the Hirer for a minimum amount of \$20,000,000.00 per claim or such other amount as KGBTC reasonably requires.

6. **No assignment** - the Hirer cannot in any way transfer or assign this Hire Agreement.

7. **No proprietary interest** - this Hire Agreement does not in any way confer on the Hirer any exclusive right, entitlement or proprietary interest in the Premises.

8. **Reinstatement of premises** – Nothing is to be attached to the walls floors or ceiling of the Premises without the prior approval in writing of KGBTC. Upon the expiration of the Hire Agreement, the Hirer must return the Premises to their condition prior to the Hire Agreement being granted (including removing any fixture, fitting or property erected or installed on the Premises).

9. **Behaviour and noise** – the Hirer and guests must not engage in or permit offensive or lewd behaviour and must observe any direction or instruction given to the Hirer by KGBTC for the purpose of avoiding any such behaviour. Noise levels will be controlled at a level acceptable to KGBTC and in accordance with legal requirements. The Hirer is not permitted to use any audio equipment or musical instrument at a volume, or behave in a manner that is likely to unreasonably disturb or cause offence or disruption to other guests, KGBTC visitors or members, neighbours or other users of the Kensington Gardens Reserve. The Hirer and guests are to arrive and depart KGBTC in a manner as to not disturb the neighbouring residents.

10. **Hirer to be present at event** – The Hirer (or the Hirer's volunteers, employees, agents or guardian where context permits) must be present at the Premises at all times during the event for which the Premises are being hired.

11. **Cancellation of Hiring Agreement** - If in the reasonable opinion of KGBTC, as evidenced by a resolution of its Executive Committee (passed either before or after KGBTC has accepted this Request to Hire) the event or use of the subject area or service will result in a breach of any law or of KGBTC's lease or will adversely affect its reputation, security or well-being of its members or employees or unduly disturb neighbours or other users of Kensington Gardens Reserve KGBTC reserves the right to cancel this Hiring Agreement. In that event KGBTC will promptly refund all monies paid by the Hirer to KGBTC, but will have no further liability to the Hirer or its guests, employees or agents.

12. **Work health & safety** - It is the responsibility of the Hirer to comply with all relevant sections of the South Australian Work Health and Safety Act and with all laws relating to workers' compensation.

13. **Suitability of Premises** – The Hirer acknowledges that the Hirer has inspected the Premises and associated facilities and that the Hirer is satisfied that they are suitable for the purposes for which they are required. KGBTC makes no warranty or representation as to such suitability.

The Hirer and KGBTC agree to the hire of the subject area and /or services in accordance with this Hire Form, including these terms and conditions.

Execution where Hirer(s) is a private individual

Execution where Hirer is a corporate body, eg a company or an incorporated association

.....Date.....
Signature

Executed by the Hirer in accordance with its Constitution

.....
Witness

.....
Director 1/ Sole Director and Secretary/ Seal holder

.....Date.....
Signature

.....
Director 2/ Secretary / Seal holder

.....
Witness

Date

[If applicable, apply Common Seal]

NOTE: All Hirers must sign. Where the Hirer is an unincorporated body, all responsible officers (eg members of the committee of management, or organising committee) must sign.

Executed for and on behalf of Kensington Gardens Bowling and Tennis Club Inc by its duly authorised agent

.....

.....
Witness

.....
Print name

Date.....