



May Terrace, Lockleys, SA, 5032; PO Box 119, Brooklyn Park, SA, 5032
Phone (08) 8352 5444, Fax (08) 8234 0907; email administrator@kooyongagolf.com.au

Terms and Conditions of Hire

1. General

- 1.1 The Dining Room, the Sitting Room, the Seminar Facility and the Committee Room (hereinafter called "the function rooms") of the Kooyonga Golf Club Inc ("the Club") are available for meetings, conferences and catered functions.
- 1.2 The function rooms and the buildings and grounds of The Kooyonga Golf Club Inc are hereinafter referred to as "the premises".
- 1.3 The Club reserved the right to refuse any booking without having to give any reason.
- 1.4 The Club must be advised of the purpose of the hire when any booking is made.
- 1.5 The Club does not warrant that the function rooms or part thereof being hired to you is suitable for the proposed function.

2. Confirmed Bookings

- 2.1 Upon the return of the Club's attached form confirming the booking and the deposit the Club will enter the booking as a confirmed booking.
- 2.2 The deposit must be paid by cash, Bank credit card or cheque. Cheques are to be made payable to "Kooyonga Golf Club" and payment by Bank credit card may be subject to an additional fee.
- 2.3 If you do not sign and return the attached form and deposit the Club will be entitled to book someone else for the function in your place.
- 2.4 You must notify the Club as to the number of guests attending when returning the attached form and deposit. You must confirm the number of guests attending five (5) working days before the date of the function. You will be charged based on the greater of the number of people attending the function or the confirmed number.
- 2.5 You must advise the menu selection fourteen (14) days prior to the date of the function. Special dietary requirements can be accommodated if advised at the same time.

3. Cancellation of a Booking

If you cancel the booking after it has been confirmed by return of the letter and deposit, you must write to the Club and the following cancellation fees will apply:-

- 3.1 If the booking is cancelled less than sixty (60) days prior to the function, the deposit may be refunded if the space is re-sold. If the booking is cancelled less than thirty (30) days prior to the function date the deposit will be retained as a cancellation fee.

4. Transfer of a Booking

Except at the discretion of the Club, if you wish to change the confirmed booking to another date you still remain liable for all charges due including any forfeited deposit.

5. Catering

- 5.1 Neither you nor your guests are allowed to bring food or beverage onto the premises unless agreed in writing by the Club.
- 5.2 If due to unforeseen circumstances (eg supplier shortage) the Club is unable to provide the agreed food and beverages or other services, the Club reserves the right to adjust the food and beverages package or other services at its discretion but in consultation with you where reasonably practicable.
- 5.3 While the prices for food and beverage are current at the time of any written quotation they are subject to change by us at your cost until the final prices are confirmed in writing by the Club. The prices set out in the attached letter apply at that date only and the Club can vary those prices.
- 5.4 The minimum number of people the Club will cater and charge for dinner functions on a Saturday, Sunday or public holiday is 60 people.

6. Final Details

- 6.1 You must also advise the Club of your preferred table seating and other arrangements at least five (5) days prior to your function.

While the Club will try to meet your requests it is not liable to you if the Club for whatever reason cannot comply with your requests.
- 6.2 You are responsible for any loss or damage by you or your guests to the premises or to persons on the premises.
- 6.3 Additional charges will apply, at the Club's discretion, if functions extend beyond times agreed in writing. Additional staff charges apply after midnight at the rate of \$250 per half hour or part thereof.

7. Payments

- 7.1 Full payment must be received seven (7) days prior to your function, either by cash, cheque or credit card. Cheques are to be made payable to Kooyonga Golf Club. A 1% surcharge is applicable to VISA or Mastercard payments. A 3% surcharge is applicable to American Express or Diners payments.
- 7.2 Failure to forward payment may result in the booking being cancelled and the deposit will be retained as a cancellation fee.
- 7.3 Any additional fees and charges incurred, or the balance of the account (if any) must be paid at the conclusion of the function by cash or credit card.

8. Rehearsals/Set Ups/ Sound Checks

- 8.1 All technical set ups and rehearsals in the function rooms must be supervised by a staff member or representative of the Club on the day of the function.
- 8.2 Set ups before 10.00am on the function day may incur extra costs at the discretion of the Club.

9. Performance Sound Levels

The Club reserves the right to control sound levels at your function. As the Club is a multi-use venue, sound levels cannot be guaranteed and no liability will be accepted.

10. Deliveries, Storage and Removal

- 10.1 The Club does not have storage facilities other than the function room booked by you.

- 10.2 You must advise the Club of any deliveries in advance and mark all deliveries with the name, date and venue of the function.
- 10.3 The Club does not accept any responsibility for damage or loss of goods left on the premises prior to, during, or after the function.
- 10.4 All goods must be removed at the conclusion of your function. Any goods left without prior arrangement with the Club will be deemed abandoned.

11. Parking

- 11.1 Guests attending functions are permitted to use the car parking spaces in the car park area of the Club at no additional cost.
- 11.2 Vehicles are not permitted at any time on the golf course.

12. Club Directions

The Club shall have the right to require any staff or volunteers engaged by you to carry out the Club's reasonable directions.

13. Damage to the Premises

- 13.1 You will not affix any matter or thing to, or hang any matter or thing from, any part of the function rooms or to or from any fixture or item of furniture therein without the prior consent of the Club.
- 13.2 You are responsible for and indemnify the Club in respect to any damage to the premises or to any persons on the premises including personal injuries caused by your guests, employees, contractors, agents or other persons and you undertake to promptly compensate and indemnify the Club.

14. Observance of Law

You must observe and comply with the Liquor Licensing Act 1985 and all other relevant State or Federal legislation and regulations.

15. Conduct of Function

- 15.1 You and your guests must behave in a proper, orderly and lawful manner and not permit any act, matter or thing which may injure the reputation of the Club. You and your guests must comply with the Club's directions as to your or your guest's behavior.
- 15.2 The Club reserves the right to terminate a function or remove you or your guests without liability if you or your guest's behavior or dress standards are not in the Club's opinion considered appropriate. The Club's dress code prohibits denim and T-shirts without collars.
- 15.3 Staff members of the Club are instructed not to serve alcoholic beverages to guests under the age of eighteen (18) years, or to guests in a state of intoxication. The Club's policy is to serve guests in a responsible, friendly and professional manner. The right to discontinue liquor service is reserved by the Club.
- 15.4 You will provide such security as may be required by the Club to ensure that there is no damage to the Club's property, interference with the enjoyment of the Club's facilities and properties by other persons, including ensuring there is no perception of harm to the Club, or its reputation, or to its property or that of its members or other persons.

16. Smoking

In the interest of public health, and in line with legislative requirements, the Club and its premises is a smoke

free venue and all areas which are enclosed, including the function rooms, terraces and corridors, are no smoking areas. Smoking is only allowed in areas specified by the Club.

17. Prohibitions

- 17.1 Except with the prior approval of the Club, confetti, confetti substitutes or glitter are not permitted in any area of the premises. An additional cleaning fee determined by the Club will apply if these are used.
- 17.2 Except with the prior approval of the Club, the use of candles and candelabras are not permitted in the premises.
- 17.3 No flammable liquids or other dangerous substances shall be brought onto the premises.
- 17.4 No live ammunition, gun powder, or fireworks used for special effects shall be brought onto the premises without prior written approval from the Club.
- 17.5 All scenery, properties, drapes, etc for use in the function rooms shall be rendered fire-resistant before being brought into the premises.

18. Indemnity to the Club

18.1 Liability for Damage to Property or Injury to Persons

You agree to indemnify the Club against any liability, loss, claim or proceeding arising under any statute or at common law in respect of injury, loss or damage to property, real or personal, including cash, owned by your guests or any third party including the Club, or in respect of personal injury to, or death of, any person arising out of or in connection with the function where caused by any negligent act or omission to act or wilful misconduct or breach of statute, or breach of this Agreement by you or your employees, agents, contractors, representatives, invitees or guests or by other persons entering the premises to attend the function whether invited or not (such as gatecrashers).

18.2 Damage or Injury contributed by the Club.

Your indemnity to the Club is reduced proportionately by the extent that the injury, loss or damage to property or to any person is contributed to by the wilful or negligent act or omission of the club, its employees, officers, agents or subcontractors.

19. Hirer's Property

You are at all times responsible for any musical instruments and other property, scenery, decorations, equipment and the like ("Hirer's Property") brought onto the premises by you or your guests or other persons while that Property is on the premises. You are also responsible for the insurance of that Property.

20. Force Majeure

Where the Club is unable, wholly or in part, by reason of an act of God, strike or any other interference with work, war declared or undeclared, blockade, disturbance, lightning, fire, earthquake, storm flood, explosion, government restraint, unavailability or delay in availability of stock or equipment, blackout or failure of electricity, and any other cause whether of the kind specifically enumerated above or otherwise which is not reasonably within the control of the Club ("force majeure"), to carry out any obligation under this agreement, including without limitation the supply of the function area booked and the supply of the catering services, the Club is relieved of that obligation under this agreement to the extent and for the period that is so unable to perform and is not liable to you in respect of such inability.



KOORYONGA GOLF CLUB

May Terrace, Lockleys, SA, 5032; PO Box 119, Brooklyn Park, SA, 5032
Phone (08) 8352 5444, Fax (08) 8234 0907; email administrator@kooyongagolf.com.au

Terms and Conditions of Hire

(Please return this form to confirm your booking)

21. Signed Acceptance

I acknowledge that I have read and understood the above terms and conditions.

Client Names(s):

Address:

Company/Organisation (if applicable):

Event Date(s):

Type of Function (ie. Wedding reception, dinner, birthday, trade day etc):

Telephone: Facsimile:

Email:

Signed: Date: