

The Bulgarian Educational and Friendly Society

Conditions of Hire – BEFS Members Room and Members Bar Area

1. ACTS AND REGULATIONS

The Hirer shall conform to the requirements of the Health Act, Local Government Act, and Local Law or Regulation made hereunder, and shall be liable for any breach of such Acts, Local Law or Regulation. The Hirer conforms to notices and all other statutory rules, provisions and regulations of the Commonwealth of Australia and notices within the state of South Australia at the time being in force.

2. APPLICATION

2.1 The Committee reserves the right to accept or refuse any applications.

2.2 The right to use the BEFS Members Room and/or Members Bar is subject to the Committee receiving an application on the required form signed by the proposed hirer undertaking to comply with these conditions.

2.3 A signed application is conclusive evidence that the Hirer accepts the Conditions of Hire.

2.4 Hirer must be eighteen (18) years of age or over.

3. AUTHORISED CONTACT PERSON

3.1 On placing a booking, an authorised person shall be designated to be the contact for all correspondence between the Bulgarian Educational and Friendly Society authorised nominee and the Hirer.

3.2 The authorised person shall be responsible for collection and return of all keys issued, payment of all fees and cleaning deposits.

3.3 The authorised person is to provide a contact phone number and address both inside and outside of normal office hours i.e. 9am to 5pm.

3.4 Once nominated, the authorised person cannot transfer their responsibilities to another person without prior notification to the BEFS committee nominee with provision of contact information for the new contact person.

4. ASSIGNMENT/SUBLETTING

4.1 Hirers that are granted permission to use the BEFS Members Room and Members Bar Area shall not assign the right of use to any person, organisation or body

5. HIRE FEES

5.1 All fees must be paid to the society at time of application

5.2 Hire fees shall be in accordance with the Fees and Charges Schedule adopted by the committee.

5.3 If the Hirer fails to vacate or return the keys to the Venue at the end of hire period or the venue is left in an unsatisfactory condition, the Hirer will be liable

for further hire fees calculated on a daily basis until such time as the keys are returned and/or venue is returned to satisfactory condition.

5.4 All fees are inclusive of Goods and Services Tax

5.5 Any costs, fees and expenses incurred by the Society for non payment of Hire Fees by the Hirer including but not limited to administrative costs, debt collection, agency fees and legal costs and expenses will be met by the Hirer.

6. REFUSAL TO GRANT HIRE

It shall be the discretion of the Committee to refuse to grant the hire of the BEFS Members Room and Members Bar Area in any case and, notwithstanding that permission to hire the premises may have been granted or that these conditions may have been accepted and signed and the fees and deposit paid, the Committee shall have the power to cancel such permission and direct the return of the fees and deposits so paid. The Hirer hereby agrees in such cases to accept the same and shall 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 thereof.

7. CANCELLATION BY THE HIRER

7.1 The Hirer may cancel their booking by written notice to the BEFS Committee before the first date of intended use stated on the application and prior to any use of the venue.

7.2 Fees paid for the venue will not be refunded if notice has not been provided to the Committee in regards to cancelling the booking prior to the first date of intended use.

8. CANCELLATION BY COMMITTEE

8.1.1 The Committee becomes aware that any event, goods or services proposed to be held or provided by the hire is/are objectionable, dangerous, infringes any copyright or other intellectual property rights, is prohibited by law, or would be detrimental to the Bulgarian Community.

8.1.2 The venue is required for Bulgarian functions.

8.1.3 The Hire fees and/or Bond have not been paid.

8.1.4 The Hirer is a not a fully financial and current member of the Bulgarian Educational and Friendly Society.

8.1.5 Repairs, alterations or additions to the venue are underway.

8.1.6 The Hirer has not provided evidence of adequate insurance coverage.

8.2 The Committee may cancel the booking without notice in the event of an emergency as it deems necessary.

8.3 If the Committee cancels the booking without fault of the hire, the Committee will refund any amounts paid by the Hirer in relation to the booking.

8.4 The Committee will not be liable for any loss or damage suffered as a consequence of exercising its right to cancel any bookings under this clause.

8.5 Cancellation or termination of the booking for whatever reason will not affect any right which the Committee may have to recover money owing for the booking or to recover damages from the Hirer.

9. TIMES OF HIRE

9.1 Unless otherwise specified, the following definitions shall apply:

9.1.1 Standard terms of hire are for a 24 hour period beginning 12pm on the day of hire to 12pm the following day.

9.1.2 Requests to times differing from above are to be agreed with the management committee.

9.1.3 The management committee may also determine changes to the times of hire.

10. CLEANLINESS

10.1 The Hirer agrees and acknowledges that the BEFS Members Room and Members Bar Area is in good repair and clean condition at the commencement of the hire period and must be returned to the Society in the same condition at the end of the period.

10.2 The Hirer is responsible for leaving the premises in a clean and tidy state, and shall immediately remove all rubbish, refuse and waste matter (refer below).

10.3 Any cost incurred by the Committee in cleaning the premises resulting from the condition in which the hirer left the premises shall be recoverable from the hirer.

10.4 All rubbish to be removed from the BEFS Members Room and Members Bar Area by the Hirer (i.e. is not the responsibility of the Committee to pay refuse removal). (Refer below).

The hire fee is \$80, which is for the use of the BEFS Members Room and Members Bar Area for a one-night event only. On conclusion of the event, all tables must be wiped, cleaned, folded and stored away, in most cases this will mean transporting the tables to the rear shed for storage. If tables are to be stored in the BEFS Members Room, they must not obstruct any fire equipment, exits or letterbox. In any case the room must be returned to the original clean state it was before hiring otherwise a fee determined by the Committee for cleaning and restoring to original state will be deducted from the bond.

All rubbish removal is the responsibility of the Hirer. If the rubbish bins at the rear of the Bulgarian Hall are open rubbish may be placed in the bins. In most cases these bins will be unavailable as they are not the property of the BEFS; under no circumstances is rubbish to be dumped on the ground around or near the bins. In this circumstance, the Hirer must remove the rubbish.

The BEFS Members Room and Adjacent areas can only be hired by fully paid up financial members for use for themselves, their immediate families which is defined as their spouse and dependant children under 18 years of age. Widows of past full members are also eligible to hire the premises.

Members hiring the premises must agree to do so in the spirit by which the BEFS Members Room is intended for hire.

Failure to adhere to the rules and conditions of this application may result in the member's rights and privileges being revoked.

The Hirer must at their expense and in their name obtain any necessary liquor licenses if alcohol is to be served on the premises as required by the South Australian Liquor Licensing Act and all other State Laws during the period of hire. All costs/fines incurred by the Hirer as a result of the breach of the licensing act, or any South Australian law will be the responsibility of the Hirer. Room Capacity per Liquor Licence is 100 persons.

The BEFS Members Room and Members Bar Area will not be made available unless the required liquor license is produced.

The Hirer is required to supply their own cutlery, utensils, plates and glasses etc unless other arrangements have been made.

If the kitchen oven and hotplates are used they must be left in the condition that they were found.

This application for hire form must be completed and forwarded to the Committee for review no later than 30 days before the tentative hire date.

Before an application can be considered, proof of liquor license (if required) must be produced. The BEFS Member's Room and Members Bar Area will not be made available if proper licensing requirements have not been met.

A Badge holder must be present at functions in accordance with Liquor Licensing Laws.

The management committee of the Bulgarian Educational and Friendly Society reserves the right to change, alter, or remove any of the above-mentioned conditions of hire without notice.