

LICENCE AGREEMENT

THIS AGREEMENT is made on the date of signature by the Club.

BETWEEN

VERMONT SOUTH CLUB INC. (Reg No. A00067072)
of Charlesworth Park, Livingstone Road, Vermont South, Victoria 3133 ("The Club")

AND

"The Licensee", whose details are set out in Schedule A hereto.

IT IS AGREED AS FOLLOWS:

1. Hiring of Premises

1.1 The Club grants the Licensee a Licence and an authority to use the premises during the Licence period for the licensed activities and the Licensee agrees to undertake the licensed activities accordingly. Notwithstanding the reference to the premises as a particular hall, the Licensee's responsibility in terms of this Agreement extends to all areas in any way used by the Licensee, their employees, agents or invitees in accordance with this Agreement.

1.2 The Licensee acknowledges and agrees that notwithstanding anything else contained in this Agreement the Club reserves the right to cancel this Licence and the right to use the premises during the licence period, if in the opinion of the Club, circumstances or events so require and the Club shall not be liable to the Licensee in respect of any loss or damage suffered by the Licensee as a result of any such interruption or cancellation.

2. Fees and Security Deposit

2.1 The Licensee will pay the Club the Licence fee set out in Schedule A to this Agreement, which amount shall be paid in full at time of key collection as agreed with the Booking Officer.

2.2 In the event of the Licensee wishing to cancel the Licence within 7 days before the Licence period, the Club reserves the right to possibly charge a cancellation fee equivalent to 20% of the Licence fee.

2.3 The Licensee will lodge a security deposit equivalent to the amount set out in Schedule A hereto at time of the Club confirming the proposed booking. This amount will be repaid in full to the Licensee within 7 days of the completion of the Licence period, subject to Clause 2.4 below.

2.4 The Licensee authorises the Club to deduct and retain out of any security deposit any amount as it may think fit and to apply or set off such amount in satisfaction of any liability of the Licensee under this Agreement, including damages for breach of this Agreement.

3. General Conditions of Use

3.1 **Licence Period**

The Licensee will commence and conclude the Licensed activity at the times referred to in Schedule A hereto.

3.2 **Consumption of Liquor**

The Licensee acknowledges that the consumption of liquor on the premises shall be in accordance with the provisions of:

3.2.1 The liquor licence referred to in Schedule A being either:

- A Temporary Limited Liquor Licence arranged and paid for by the Licensee
- OR
- The Club's limited Liquor Licence (Schedule B to this Agreement).

3.2.2 The City of Whitehorse Council Rules relating to the consumption of Liquor on Council property, which stipulates that the trading hours of the Club are:

- Saturday excluding Christmas Day - Between 11:30am. & 12 midnight.
- Sunday excluding Christmas Day - Between 12 noon and 10:00pm.
- On any other day excluding Good Friday & Christmas Day - Between 11:30am and 11:30pm.
- All liquor must be consumed within a 30 minute grace period of the abovementioned times.

3.3 **Proper Supervision**

The Licensee will ensure that at all times its employees, agents, sub contractors and invitees are properly supervised and continuously under the direction and control of Licensee or the person nominated by the Licensee to be in control of the function.

3.4 **Keys and General Security**

The Licensee will ensure that at all times keys to doors are kept in the charge of the Licensee or the person nominated by the Licensee to be in the control of the function. The Licensee will pay the cost of replacement of any key lost or lock damaged as a result of the use of the premises. Key collection and return will be arranged through the Booking Officer. At the end of the License period the Licensee or their nominee will ensure that all windows and doors are locked, all lights turned off in the kitchen, hall, toilets and car park and the self locking gates in the premises are closed on departure.

3.5 **Disorderly Conduct/Nuisance**

The Licensee will conduct all activities in the Licensed premises in a proper and orderly manner and will not permit any riotous, disorderly or improper conduct on the premises or permit anyone who indulges in riotous, disorderly or improper conduct to remain on the premises or permit anything which may injure or tend to injure the reputation of the Club. In particular the Licensee will ensure that no activity on the premises causes a nuisance to adjacent property owners.

3.6 **Cleaning and Tidying of Premises**

The Licensee will ensure that:-

3.6.1 The premises are cleaned (in particular the floors), and rubbish removed on the night of the function, so that they may be used early on Saturday and Sunday mornings. In particular, no bottles are to be left at the premises as there is no bottle collection available to the Licensee at the premises. Cans may be left in the canvas bag in front of the club house near the rubbish bins.

3.6.2 All tables and chairs are replaced in the carpeted area in the same position.

3.7 **Licensee's Requirements**

The Licensee is required to provide tea towels and baking trays for the oven and matches to light the gas jets.

3.8 **Safe and Proper Use of Licensed Premises**

The Licensee and its employees, agents, sub contractors and invitees will use the Licensed premises and its equipment in a safe and proper manner so as to avoid any appreciable risk of injury to persons or damage to property on or near the Licensed premises. Nothing in this Agreement will transfer any responsibility for the safe conduct of the activity or the safe and proper use of the Licenced area, its facilities and equipment from the Licensee to the Club.

3.9 **Insurance**

Where the Licensee wishes to use the premises for business or commercial purposes, or is not a member of the Club, it will provide a copy of its Insurance company certificate of currency in relation to public liability insurance, in respect of itself, its employees, agents, sub contractors and invitees in relation to any injury which may be caused or result from use of the premises by those persons, for such amount as the Club may from time to time specify in Schedule A. The certificate of currency shall record the name of Vermont South Club Inc as co-insured together with the Licensee for the date of the function.

3.10. **Smoking Prohibited**

The Licensee acknowledges that the City of Whitehorse Council Rules prohibit smoking on property owned and leased by Council.

4. Indemnities and Limitation of Liability

4.1 **Licensee Indemnifies Club**

The Licensee indemnifies the Club in respect of all loss, damage, consequential loss and damage, claims, demands, proceedings and any actions whatsoever made by any persons against the Club and any legal fees or consultant's fees which the Club may suffer or incur arising directly or indirectly out of the use of the premises and its environs by the Licensee, its employees, agents, sub contractors and invitees.

4.2 **Use of Premises at Licensee's Risk**

The Licensee will use the Licensed premises and releases to the full extent permitted by the law, the Club, its employees, agents, sub contractors, invitees, members or officers arising from:

4.2.1 Any accident, loss, damage or injury to persons or property on the Licensed premises.

4.2.2 Any act, default or omission on the part of the Club or any of its employees, agents, sub contractors, invitees, members or officers.

5 Breach/Dispute

Any dispute arising out of this Agreement shall be referred to mediation, with a view to the dispute being resolved as expeditiously as possible and with a view to limiting legal costs. Nothing in this Clause shall prevent a party from seeking injunctive relief in a court of competent jurisdiction.

6 General

6.1 The parties acknowledge that this Agreement incorporates these terms and conditions and Schedules A, B and C which are the entire Agreement between the parties.

6.2 The parties signing this Agreement warrant that they have due authority to sign and enter into this Agreement.

SCHEDULE A

APPLICATION FOR HIRE OF PREMISES

1. Full name of Licensee:
(Include ACN/Reg No if Company or Association)
.....
Age (if natural person):
Address:
.....
.....
.....
Telephone: (H)
(B)
(M)
Email:.....

2. Full name of person in control of the function (if different from Licensee):
.....
Age:
Address:
.....
.....
.....
Telephone: (H)
(B)
(M)
Email:

3. Is the function a business or private event.....

4. Estimated number of attendees (Maximum acceptable limit is 150)

5. License Period required:

Date

Time: Between and

6. Premises required [*delete inapplicable*]:

- Upper Clubhouse
- Lower Clubhouse

(NB Bowls Rinks & Tennis Courts are not to be used unless expressly agreed by us in writing)

7. Purpose of Use ("the Licensed Activity"):
.....

8. Will income be received from use of premises? Yes/No
If Yes, please provide details:
.....

9. Will alcohol be served: Yes/No

10. If Yes, the Liquor Licence covering consumption of alcohol is: [*Delete inapplicable*]

- A Temporary Limited Liquor Licence arranged and paid for by the Licensee
- The Club's limited Liquor Licence (Schedule B to this Agreement).

11. Has a Temporary Limited Liquor Licence been obtained? Yes/No
If Yes, please supply Reference No.and attach copy as Schedule C

12. Details of the Licensee's Public Liability Insurance (required where premises used for commercial or business purposes, or the licensee is not a member of the Club)

12.1 Insurer Policy No.....
Current to:

12.2 Has the Licensee advised their insurer of this Licence Agreement: Yes/No

12.3 Has the insurer confirmed insurance cover for the event: Yes/No

12.4 Is evidence of insurance cover for public liability provided: Yes/No

12.5 Is Club recorded as co-insured: Yes/No

13. Licence Fee \$

14. Security Bond: \$.....

15. Booking Officer: Phone:

I/We acknowledge that we have read and understand the terms and conditions of this Agreement and Schedules A, B and C and agree that upon acceptance by the Club I/We are entering into a licence agreement incorporating those documents.

LICENSEE or duly authorised representative:

Signature

Full Names

Capacity (if Company or Association)

Date

CLUB:

Signature

Full Names

Capacity

Date