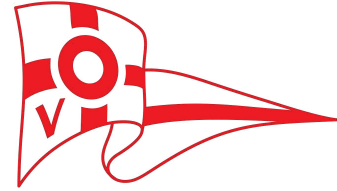


Vaucluse Yacht Club Limited

ABN 25 002 059 243
Marine Parade Watsons Bay, NSW 2030
Po Box 2096 Rose Bay North, NSW 2030



DATE

NAME.....

ADDRESS.....

Dear

HIRE OF VAUCLUSE YACHT CLUB ("CLUB")

Thank you for your recent enquiry. We confirm that the Club is available for hire on

DATE

We enclose two copies of the Club's Hire Agreement which have been signed on behalf of the Club. Could you please sign one copy of the Agreement and insert the date that you sign at the top of the Agreement. Please then return the signed and dated Agreement to us within 14 days together with a cheque for \$1000 payable to Vaucluse Yacht Club to confirm your booking. If you prefer, payment of the deposit can be made directly to the Club's Bank Account details of which are:

**VAUCLUSE YACHT CLUB
C.B.A
Bondi Junction
BSB No. 062 124
Acct No. 0090 5003**

Please ensure that your name appears on the deposit record if funds are being deposited directly.

Please note the following matters relevant to the hire of the venue.

Hire commencement time is from 10am on day of hire.

Hire completion time

- **Sunday to Thursday is 10pm – all guests to leave within 30 mins of this time**
- **Friday and Saturdays 11pm – all guests to leave within 30 mins of this time**

The clubroom is to be vacated and clean prior to 9am the following day.

All music, be it amplified or acoustic is not permitted after Hire completion time. Lights

- **Entrance lights are located at the entrance of the club to the left of the door**

- Kitchen lights are located behind the freezer in the kitchen
- Clubroom lights are located at the second door upon entrance of the clubroom

Garbage

- Make sure you collect all rubbish including bottles from all areas (don't forget to check the bathrooms)
- Garbage bins are located at the entrance of the club

Clean up

- Brooms, mops and dustpans are located in the cupboard adjacent to the clubroom door in the carpeted area.

Kitchen

- Please clean oven bench tops and utensils on completion of function.

Clubroom

- Please do not attach, affix, hang or place any items or objects on the honour boards
- No more than one candle per table is allowed on the premises. No candles in the boatshed
- Make sure the clubroom and bathrooms are left clean
- VYC is a non-smoking venue

Please note the area of the Club surrounding the lowerable launching ramp is not part of the hire agreement and is a prohibited area. This is a safety measure. The ramp is not designed to take heavy loads and there is a risk of falling and other injuries in this area. You must not go or allow your guests or contractors to go into this area.

Please let us know if you have any queries.

With kind regards

For Vaucluse Yacht Club

Vaucluse Yacht Club **Contacts**

Zeena Hiscoe: 0414-612064
Rob Green : 0401-157562
Neil Feller : 0418-220088

Vaucluse Yacht Club Limited

ABN 25 002 059 243

Marine Parade Watsons Bay, NSW 2030

Po Box 2096 Rose Bay North, NSW 2030



Hire Agreement and Application for Temporary Membership

This Agreement is made between the Vaucluse Yacht Club (VYC) and the Hirer on _____

The VYC grants the Hirer and the Hirer takes from the VYC a licence to use the Clubroom on the terms and conditions set out in this Agreement.

Details of Hirer:	Full Name: Address: Contact No: Email:								
Function Details:	Hire Date: Hire Purpose: Expected Number of attendees: Guest Arrival Time: Function Completion Time: Final Guest Departure Time:								
Set up/ Clean Up Periods:	<table><tr><td>Set Up Date:</td><td>Set Up time:</td><td>am/pm TO</td><td>am/pm</td></tr><tr><td>Clean Up Date:</td><td>Clean Up Time:</td><td>am/pm TO</td><td>am/pm</td></tr></table>	Set Up Date:	Set Up time:	am/pm TO	am/pm	Clean Up Date:	Clean Up Time:	am/pm TO	am/pm
Set Up Date:	Set Up time:	am/pm TO	am/pm						
Clean Up Date:	Clean Up Time:	am/pm TO	am/pm						
Fees and Charges:	<table><tr><td>Hire Fee:</td><td>\$</td></tr><tr><td>Deposit:</td><td>\$</td></tr><tr><td>Balance of Hire Fee:</td><td>\$</td></tr><tr><td>Refundable Security Bond</td><td>\$.....</td></tr></table>	Hire Fee:	\$	Deposit:	\$	Balance of Hire Fee:	\$	Refundable Security Bond	\$.....
Hire Fee:	\$								
Deposit:	\$								
Balance of Hire Fee:	\$								
Refundable Security Bond	\$.....								

All music, be it amplified or acoustic, or other loud noise, is not permitted after the Function Completion Time. The hirer is fully responsible to ensure that noise is maintained at a level that is reasonable and does not interfere with the rights of, or cause distress to, people living adjacent to the Club, and otherwise conforms to legal obligations relating to noise and disturbance.

This contract is for the hire of the Clubroom only and does not grant the Hirer exclusive use of the whole Club. The VYC does not hold a Liquor License, sell or serve liquor. If liquor is to be served or sold at the function, the Hirer is solely responsible for compliance with all legal obligations relating to the supply and/or sale of liquor.

By signing this Agreement the Hirer makes application for Temporary Membership of the VYC. This membership will bind the hirer to the Club Constitution, rules and by-laws and will cover the period one-week before and 2 days after the date of the function.

By signing this Agreement the Hirer agrees to be bound by it's terms which include the attached Terms and Conditions of Hire.

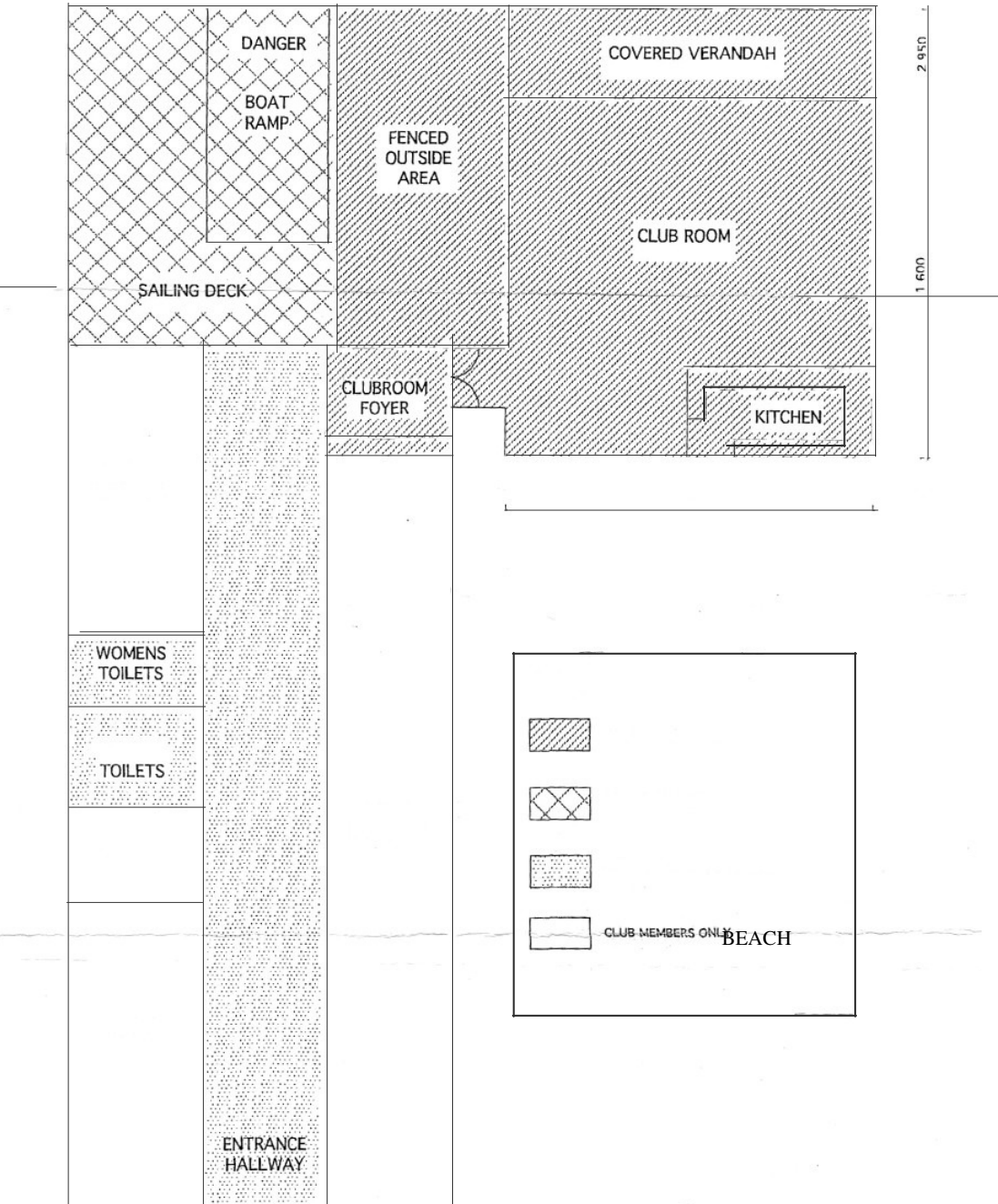
.....
Signed by the Hirer

.....
Signed for VYC

CLUB AGREEMENT ANNEXURE

WATER

5,770



PAVEMENT AND ROADWAY

TERMS AND CONDITIONS OF HIRE

1. In this agreement, unless the context otherwise requires:
 - “Balcony” means the balcony immediately adjacent to the clubroom excluding the Prohibited Area.
 - “Club Premises or Club” means the building decking, ramp and jetty situate at Marine Parade Watsons Bay and known as Vaucluse Yacht Club;
 - “Clubroom” means the large room at the western end of the Club Premises and the Balcony shown as hatched in the diagram attached to this Agreement and any furniture located within those areas;
 - “Clubroom Vacation Times” means the end of the clean up period;
 - “Deposit” means the amount specified as the Deposit on the first page of this Agreement;
 - “Expected Number of Attendees” means the number specified as the expected number of attendees on the first page of this Agreement; “Function” means the function to take place on the Hire Date as detailed on the first page of this Agreement;
 - “Final Guest Departure Time” means the time shown on the first page of this Agreement;
 - “GST” means any goods and services tax or similar tax imposed by A New Text System (Goods and Services Tax) Act 1999; “Hire Date” means the date specified the hire date on the first page of this Agreement;
 - “Hire Commencement Time” means the beginning of the set up period. “Hire Completion Time” means the end of the clean up period;
 - “Hire Fee” means the amount specified as the hire fee on the first page of this Agreement together with any governmental levy, tax or charge payable in respect of that fee;
 - “Hire Period” means the period between the beginning of the set up time and the end of the clean up time; “Hire Purpose” means the purpose specified as the hire purpose on the first page of this Agreement; “Licence” means the licence and rights granted to the Hirer under Clause 2;
 - “Permitted Purpose” means setting up the Function, holding the Function and cleaning up after the Function. “Permitted User” means each of the Hirer, its invitees and its contractors; and
 - “Prohibited Area” means the ramp and surrounding decking located at the southwest corner of the Club Premises shown as cross hatched in the diagram attached to this Agreement;
 - “Security Deposit” means the amount shown on the first page of this Agreement paid to the VYC pursuant to Clause 5.
2. VYC grants to the Hirer, and the Hirer takes from the VYC:
 - a. an exclusive licence of the Clubroom for each Permitted User to use the Clubroom for the Permitted Purpose;
 - b. the non-exclusive right for each Permitted User to have ingress to and egress from the Clubroom through the Club Premises for the Permitted Purpose;
 - c. the non-exclusive right for each Permitted User to use the toilets located in the Club Premises; During the Hire Period
3. The Hirer shall pay to the VYC the Hire Fee. The Deposit is payable at the time the parties enter into this agreement and in the event that the function is cancelled the Deposit is non refundable at the absolute discretion of the VYC. The balance of the Hire Fee and the Security Deposit are payable on the date specified on the front first page of this Agreement.
4. The Hirer declares that the total number of Permitted Persons that the Hirer reasonably expects to attend the Clubroom at any time during the Hire Period is the Expected Number of Attendees.
5. (a) The Hirer shall pay to the VYC the Security Bond as security for the due performance and observance of the Hirers obligations under this Agreement including but not limited to the obligations in sub-paragraphs 9 (c) (i) and (ii)
(b) If in the opinion of VYC the Hirer has failed to duly perform or observe any of its obligations under this agreement, VYC in its absolute discretion may forfeit the Security Bond to the extent of the loss to VYC (as determined by VYC in its absolute discretion) resulting or arising from such failure, and the Security Bond to the extent that it has been so forfeited shall become the absolute property of VYC.
VYC shall refund the Security Bond to the Hirer, to the extent that it is not forfeited to VYC
(c) pursuant to paragraph (b), after:
 - i VYC has determined the extent of any loss and consequent forfeiture of the Security Bond; and
 - ii the return of the Key as directed by the VYC.
6. Between the Hire Commencement Time and the Guest Arrival Time the Hirer may only use the Clubroom for the purpose of setting up and preparing for the Function.
7. The Hirer shall:
 - (a) be liable to VYC for, and at its own cost shall immediately make good and remedy, all damage to

and dirtying or sullyng of the Clubroom, any other part of the Club Premises or VYC's fixtures or furniture in or about the Clubroom or the Club Premises caused by a Permitted User's use, occupation or enjoyment of the Clubroom or the Club Premises or caused by the installation, movement or removal of any property owned belonging to possessed or used by a Permitted User in or about the Clubroom or the Club Premises;

- (b) not supply any liquor or other beverages to any person or persons in or upon the Clubroom or the Club Premises in contravention of the Liquor Act 1982 (NSW);
- (c) not deposit or leave rubbish, litter, sweepings, rags or other deleterious substances in or about the Clubroom or the Club Premises;
- (d) not install any fixtures, fittings, equipment, appliances or apparatus of any kind in the Clubroom or the Club Premises, drill or drive nails or screws in, or in any other way damage, alter, deface, discolour, dirty or paint or write in walls, ceilings or floors of the Clubroom or the Club Premises;
- (e) not attach, affix hang or place any item or object or thing on the honour boards in the Clubroom or the Club Premises;
- (f) not permit any naked flame within the Clubroom or the Club Premises, including without limitation Hawaiian flares or any candle arrangement which holds more than one candle. Notwithstanding the foregoing, the Hirer will not be in breach of this paragraph if a single candle properly secured is placed on each table in the Clubroom.
- (g) not do or permit to be done anything in or about the Clubroom or the Club Premises which might reasonably be expected to cause annoyance, nuisance, grievance, offence or disturbance to owners, occupiers, licensees, invitees or patrons of the Club Premises or any adjoining or neighboring premises;
- (h) not do or permit to be done anything in or about the Clubroom or the Club Premises which might reasonably be expected to endanger, or cause injury, loss or damage to, the Clubroom or the Club Premises or any part thereof or any person equipment or chattels which from time to time may be therein;
- (i) not permit any music to be played or performed in the Clubroom after 10.00pm on a Hire Date or, if the Hire Date is a Friday or Saturday, after 11.00pm; and
- (j) not allow any Permitted User access to, or to remain within, the Prohibited Area.

8. The Hirer shall use a security key for the purposes of access to the Club Premises (the "Key") by the Permitted Users which VYC will provide to the Hirer prior to the Hire Commencement Time. The Hirer will inform VYC upon becoming aware that the Key is mislaid, lost, damaged or Stolen and pay to VYC on demand the cost of replacement of the same. The Key at all times remains the property of VYC, and upon the expiry of the Hire Period or sooner determination of the Licence, the Hirer will return the Key as directed by the VYC.

9. If the Hirer fails to duly perform or observe any of its obligations under this agreement, VYC may at any time thereafter determine the Licence and whether with or without any period of notice as VYC determines in its absolute discretion.
- (a) By the Final Guest Departure Time or sooner determination of the Licence, the Hirer shall cause all Permitted Users to vacate the Club Premises.
 - (b) By the Clubroom Vacation Time, the Hirer shall at its own cost:
 - i cause to be removed from the Clubroom and the Club Premises any property belonging to the Hirer or another Permitted User, and in default thereof VYC may cause any such property to be removed at the risk and cost of the Hirer, and
 - ii cause the Clubroom to be left in a thoroughly clean, scrubbed and tidy condition and free of any rubbish, litter, sweepings, rags or other deleterious substances, and fit for immediate use and occupation by VYC, and with all furniture, furnishings and fixtures, therein belonging to VYC left in the same condition, state and location as the same were in immediately prior to the Hire Commencement Time,
- and during the time between the Final Guest Departure Time and the Clubroom Vacation Time, the Hirer may only use the Clubroom and the Club Premises for the purposes referred to in sub-paragraphs 9(c) i and ii.

10. The Hirer shall indemnify and keep indemnified VYC on demand in respect of all claims, actions, demands, liability, loss, costs and expense suffered or incurred by VYC resulting or arising from the death of or injury to any person (including without limitation a Permitted User) or the loss of, damage to or theft or conversion of any property (whether owned, belonging to or possessed by VYC, a Permitted User or any other

person) in or about the Clubroom or the Club Premises during the Hire Period, or resulting or arising from the Licence, the use, misuse, occupation or enjoyment by a Permitted User of the Clubroom or the Club Premises, a breach by the Hirer of this agreement or of the Licence or the fraud or negligence of a Permitted User.

11. To the extent permitted by law, VYC will not be liable to the Hirer in respect of the death of or injury to any person (including without limitation a Permitted User), the loss of, damage to or theft or conversion of any property (whether owned or possessed by a Permitted User or any other person) in or about the Clubroom or the Club Premises, the use, misuse, occupation or enjoyment by a Permitted User of the Clubroom or the Club Premises, a breach by the Hirer of this agreement or of the Licence or the fraud or negligence of a Permitted user or any other person.
12. Subject to the Licence, the VYC retains exclusive possession of and control over the Club Premises and the Clubroom and will at all times by itself, its servants and agents have full and free access thereto for such purposes as it may think fit
13.
 - (a) This agreement is governed by the law in force in New South Wales
 - (b) This agreement may only be amended or supplemented in writing signed by the parties. VYC may assign its rights under this agreement without the consent of the Hirer. The Hirer may not
 - (c) assign or transfer all or any part of its rights or obligations under this agreement without the prior written consent of VYC. This agreement constitutes the entire agreement between the parties in relation to the subject matter of this agreement to the exclusion of any other or prior representation, promise, undertaking, warranty, term or condition and a representation, promise, undertaking, warranty, term or condition of any nature relating to such subject matter contained or recorded in this agreement is of no force or effect. This agreement may be executed by any number of counterparts and all those counterparts taken together constitute one and the same document.
 - (e) Any attorney who executes this agreement declares that it has no notice of the revocation of the power of attorney pursuant to which it executes this agreement and no notice of the death of the grantor of the power.
 - (f) This agreement is executed as an agreement
14. As between the parties, the Hirer will bear, is responsible for the payment of and will indemnify and keep indemnified VYC on demand in respect of, any GST which is or becomes payable in relation to any supply of goods and services under or pursuant to this agreement.
15. In this agreement, unless the context otherwise requires, the singular includes the plural and vice versa, a reference to a person includes a corporation, firm, partnership, joint venture, trust, government authority, authority or other entity, a reference to a gender includes all genders, a reference to a paragraph or sub-paragraph is to the paragraph in the clause or subclause in the paragraph (as the case may be) in which the reference is made, a reference to a party is a party to this agreement and that party's executors, administrators, substitutes, successors and permitted assigns, a reference to any document is to that document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time, where an expression is defined, another part of speech grammatical form of that expression has a corresponding meaning, and a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation under, that legislation or legislative provision.