



**MOORABBIN RUGBY UNION FOOTBALL CLUB**

ABN 44 697 150 116

Association Incorporation Registration No: A2056

RBN: Moorabbin RUFC

92 Keys Road, CHELTENHAM VIC 3192

PO Box 75, MOORABBIN VIC 3189

www.moorabbinrams.com

Facility Hire Application & Agreement			
Hirers Name			
Street Address			
Suburb & Postcode			
Phone		Mobile	
Email			
Date of Proposed Hire		Start Time of Hire	
	From		To
	To	Finish Time of Hire	

What Facilities do you wish to Hire? <small>Bar and Canteen can only be hired in addition to the clubrooms. Field lights in addition to fields</small>	Club Rooms		Bar		Canteen	
	Change Rooms		Fields		Field Lights Line Marking	

What is the reason for the hire. Please include as much detail as possible

Are you over 25 years of age?	YES	NO	Is amplified music to be played?	YES	NO
How many people will attend the event?			What will their age range be?		

Signature of Applicant		/ / Date
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## **Terms and Conditions of the Agreement to Hire**

### **Reason for Hire**

The reason for hire as outlined in the application form attached is the sole purpose and use of the facilities. Uses outside of the declared use could result in the immediate termination of the hire and vacation of the premises. In this case the full hire fee, security deposit and fee will be retained by Moorabbin Rugby Union Football Club.

### **Security & Crowd Management**

The organising Group will arrange at its own cost properly licensed crowd management staff to attend the event. **The hiring and attendance of crowd management staff is mandatory for all functions of 100 persons or more and/or where alcohol is served.**

### **Schedule of Hiring Fees**

A full schedule of hire fees for club members and non-members is annexed to this agreement.

### **Security/Cleaning Deposit**

A security/cleaning deposit of \$300 per day hired is to be provided by all hiring the Club rooms.

A security/cleaning deposit of \$500 per day hired is to be provided by all when also hiring the fields and change rooms.

The security/cleaning deposits are fully refundable (within 14 days after the event) on the basis that the club is left clean and there is no damage or loss of property to the Club as a result of the event proposed by the hirer. (See: Existing Condition of Premises & Reinstatement)

### **Booking Deposit**

A deposit equal to 50% of the scheduled hire fee and the full amount of the security/cleaning fee is required to be paid in full to secure the booking.

No booking can be assumed secure until the deposit is paid.

In the event the hiring of the club for the proposed date is cancelled the full amount of the Booking deposit will be refunded to the hirer within 14 days of the cancellation.

### **Balance of Hire Fee**

The balance of the Hire Fee must be paid in full prior to the commencement of the event. No keys or access will be provided without full payment.



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### **Waste and Rubbish Handling**

The Organising Group shall ensure that there is suitable allocation of rubbish and recycling bins provided during the event. The bins shall be regularly monitored and emptied during the course of the event to ensure that rubbish is not left on playing fields, driveways and in building areas.

For events utilising the club room facilities only the Club's bins may be used. If the Clubs bins are filled by the hirers prior to a home game hosted by the Club the rubbish will be removed by the Club at the expense of the hirer.

### **Existing Condition of Premises & Reinstatement**

The organising Group and the MRUFC will jointly inspect the premises prior to the event and it is the responsibility of the Group to reinstate the premises (buildings and external grounds, pavements and driveways) to the exact condition it was in prior to the holding of the event. The onus lies with the Group organising the event to establish the cause of any damage that was not related to the event or did not occur during the event.

### **Health & Safety**

For events which are not VRU sanctioned events and do not fall within the general functions of the club's operations as a sporting organisation, the group organising the event will be responsible for the Health and Safety of all attendees, participants, volunteers, employees and general public.

### **Insurances**

The Club holds public liability cover that insures fully paid and registered club members for sporting events and related social functions. The provision of additional insurances will be the sole responsibility and cost of the hirer.

### **Fire Safety**

The Organising Group shall ensure that all indoor or outdoor cooking facilities and stalls shall be appropriately managed to comply with relevant legislation and Council by-laws. The Group shall comply with any requirements in relation to fire bans that might apply during the event. In the event of a false call-out for any emergency service (including security alarms), the hirer will be responsible for all fees and charges incurred in such call-out.

### **Canteen Facilities**

The canteen facilities can only be operated and managed by the MRUFC. The profits of the bar proceeds will be retained solely by the Club. This is taken into account when calculating the hiring fees for the club rooms and therefore a failure to comply with this requirement will result in the Club retaining the full amount of any cash deposit.



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If hired expressly for catering to the Club Rooms in a sit down or finger food function the canteen is to be manned by responsible adults. It is the hirers responsibility to provide all supplies and equipment and under no circumstances are the supplies of MRUFC to be used.

### Bar Facilities

The bar facilities can only be operated and managed by the MRUFC. The profits of the bar proceeds will be retained solely by the Club. This is taken into account when calculating the hiring fees for the club rooms and therefore a failure to comply with this requirement will result in the Club retaining the full amount of any cash deposit.

The Club will ensure that the bar staff hold a Victorian Responsible Serving of Alcohol Certificate. The hirer is required to comply with all requests of the licensee and the bar staff.

The Club does not hold a BYO licence. For events where particular types of pre-packaged alcohol products are required by the hirer, a request must be made in writing to the Club seeking the terms of purchase and sale of alcohol by the Club for the event.

The licence trading hours are:

#### FOR SUPPLY ON THE CLUB PREMISES -

Wednesday, Thursday & Friday: 7 p.m. and 10 p.m.

Saturday: 1 p.m. and 10.30 p.m.

#### FOR SUPPLY FROM POINT OF SALE DURING A SPORTING EVENT -

Saturday: 1 p.m. and 5.30 p.m.

The bar cannot be operated outside of these hours without a "Special Licence" which the hirer is responsible for obtaining and paying for.

### Playing Fields

The requirements of the Council officers and the MRUFC shall be complied with at all times. **Under no circumstances shall glass ware, bottles, crockery etc be permitted onto the playing surfaces.** The failure to comply with this requirement will result in the Club retaining the full amount of the security deposit.

There shall be no line marking made on the field surface without the express permission in writing from MRUFC. To obtain this permission a full to scale plan of marking must be supplied to MRUFC for its consideration. A fee of \$150 per field will be charged if line marking is undertaken by MRUFC.



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### **Use of Floodlights**

Flood lights are not to be used unless they are specifically part of the hire agreement. Should they become necessary due to adverse conditions or over run on time permission via telephone must be sought prior to their use. A fee of \$70 per hour per field will apply for all use.

### **Storage**

The organising Group shall not have any facility for storage of any valuables or stock for the event. The MRUFC club house shall not be used for storage purposes unless agreed prior to the event with the MRUFC. Temporary storage facilities may be arranged by the organising group only after express permission in writing is supplied by MRUFC. To obtain this permission a full to scale plan of the propose storage facility and its contents must be supplied to MRUFC for its consideration.

### **First Aid**

The MRUFC has a first aid room. The Organising Group will be required to staff the first aid room and provide the necessary first aid consumables for events that require the use of sporting fields and/or changing room facilities. The organising Group is required to liaise and arrange the attendance of the St Johns Ambulance service and bear all associated costs for events requiring the use of the sporting fields and change room facilities.

### **Indemnity & Release**

To the extent that they are caused by any breach of this Agreement by the Hirer or by any negligent act or default of the Hirer, its employees, agents, sub-contractors, invitees or visitors, the Hirer indemnifies the Moorabbin Rugby Union Club and its members, agents, servants, sub-contractors, invitees, sponsors or associates against all loss or damages, costs expenses which they may incur or sustain and all actions, proceedings, claims and demands whatsoever which may be brought or made against it or them by any person in respect of or by reason caused by:

- (a) the use of the Club's facilities and equipment;
- (b) any negligence or other wrongful act or omission of the Hirer or the Hirer's Staff or other employees, agents or sub-contractors or of any other persons for whose acts or omissions the Hirer is vicariously liable;
- (c) any negligence or other wrongful act or omission of the Hirer's visitors, invitees or licensees; and
- (e) death, injury, loss of or damage to the Hirer, the Hirer's Staff or its other employees, agents, sub-contractors, licensees, invitees or visitors.

The Hirer releases the MRUFC and its agents from any claim in relation to the event or this agreement.



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**Communication Protocols**

The event and the Secretary of MRUFC are the key representatives for both parties. Only communication between these two representatives will be recognised. In the event that Canteen, Bar or playing facilities are required to be manned and operated by MRUFC, a manager for each facility will be appointed by MRUFC, who will carry full authority and control for that facility.



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**Key Contacts**

The key event contacts for the event are as follows:

**MRUFC**

Name	Position	Telephone	email
Rhys Jones	President	0400 697101	president@moorabbinrams.com

**Hirer**

Name	Position	Telephone	email

Signed in Agreement for and on behalf of the Moorabbin Rugby Union Football Club		Dated _____/_____/_____	
_____ Name		_____ Signature	
Secretary - MRUFC			
A schedule of fees and charges to be levied for the event has been provided by the MRUFC and I have paid the required deposit amounts and security in full			
Signed in Agreement by the Hirer		Dated _____/_____/_____	
_____ Name		_____ Signature	



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**SCHEDULE OF HIRE FEES – MRUFC CLUB ROOMS AND FACILITIES**

**Members:** The hire of Club facilities for members who have fully paid their subscriptions for the current year are calculated as per the table below.

The hiring member is required to be in attendance for the full duration of the event.

No single hire can be for a duration of more than 12 hours unless express terms and conditions are arranged with the Management Committee of MRUFC.

Hire Fees - Fully Paid Current Member of MRUFC.						
Club Rooms	Bar	Canteen	Catering Facility	Change Rooms and fields	Field Lights	Line Marking
\$100	Profits Retained by MRUFC	Profits Retained by MRUFC	No Charge	No Charge	\$70 per hour	\$150 per field

This complimentary hire arrangement can only be utilised for events or celebrations of the member or their immediate family. (Parent, Spouse or Child)

Failure to accurately disclose the purpose of the hire in order to gain complimentary hire will be subject to an investigation and may result in disciplinary action taken against the hiring member up to and including expulsion from the club membership.

**Non Members:** The hire of the Club facilities to non members is only permitted when nominated and recommended by a fully paid current member.

That member must be in attendance for the full duration of the event.

No single hire can be for a duration of more than 12 hours unless express terms and conditions are arranged with the Management Committee of MRUFC.

Non Member						
Club Rooms	Bar	Canteen	Catering Facility	Change Rooms and fields	Field Lights	Line Marking
½ day = \$250 Full day = \$500	Profits Retained by MRUFC	Profits Retained by MRUFC	\$100	½ day = \$250 Full day = \$500	\$70 per hour	\$150 per field