

# **CLUBHOUSE HIRING TERMS AND CONDITIONS**

## **GENERAL**

- The Clubhouse is available to hire for San Marina and Marina da Gama residents.
- The Clubhouse will **NOT** be hired to non-Marina da Gama residents **unless** the request is first considered by the SMRC committee and permission is granted by the majority of the committee.
- Bookings will not be considered from any member until ALL outstanding subscription fees are paid
  in full
- Provisional bookings are only confirmed once hall hire fees are paid in full.
- Hire of the Clubhouse is limited to the Clubhouse and Braai areas. The Swimming pool (incl. the surrounding area) and tennis court is out of bounds at all times. All SMRC members are permitted access to these external areas until 18h00 in winter and 19h00 in summer.
- Evening functions are to be concluded by 00h00 (midnight).
- The booking will only be effected on receipt of:
  - o Payment
  - o Signed and completed copy of this "Terms and Conditions" document.
  - Confirmation of the function / braai details including but not limited to commencement and concluding times.

# CHARGES; DEPOSIT & CANCELLATION CONDITIONS

- San Marina Recreation Club Members:
  - o Clubhouse rental is at a cost of R1500.00. This includes a refundable deposit of R500.00 should all the terms and conditions herein be adhered to.
- Marina da Gama Residents:
  - EITHER: Pay the annual SMRC fee of R1035.00 PLUS the hall hire rate of R1500.00 which includes a refundable deposit of R500.00 should all the terms and conditions herein be adhered to
  - OR: R2250.00 hall hire fee. This includes a refundable deposit of R500.00 should all the terms and conditions herein be adhered to.
- All hall hire fees are to be paid directly into the San Marina band account no cash payments will be accepted. Deposit reference – HH AccNo DayMonth of Hall Hire EG: HHSH0942108.
- Deposit amount will be refunded to the hirer via EFT as soon as possible after the conclusion of the function preferably within 7 working days of the function ending.
- We have a 7 working days cancellation policy. Should you not notify the SMRC committee that you
  will be cancelling your booking and you do NOT make use of the Clubhouse, you will forfeit 25% of
  your booking fee.
- Bank Account Details for Payment are as follows:

Standard Bank: Blue Route Branch Code: 051001

Account Number: 071485937

# **EQUIPMENT, FURNITURE & FITTINGS**

- The hire of the Clubhouse entitles the hirer to make use of the tables and chairs therein. Should more tables and chairs be required, it will be the responsibility of the hirer.
- Hire of the Clubhouse entitles the hirer to the use of all kitchen equipment.
- No equipment or furniture is permitted to be removed from the Clubhouse. A full inventory will be taken prior to the refund of the Deposit. The hirer will be required to make good any and all losses occasioned by the unauthorized removal of equipment or furniture from the Clubhouse by him/her or any other persons.
- The television set; DVD player and DSTV decoder do **NOT** form part of the Clubhouse Equipment and may **NOT** be utilized during the function.

## **NOISE CONTROL**

• Music, of any nature, is to be played at a reasonable level so as not to cause a disturbance to the surrounding residents.

The San Marina Recreational Club reserves the right to regulate the volume the volume at any Event held on its premises.

# SECURITY; SUPERVISION & CONTROL

- The hirer shall take all steps necessary for the supervision of all persons at the Clubhouse to ensure
  acceptable behaviour and prevent damage to the property. The Hirer shall comply with all
  reasonable requests from members of the SMRC Committee and all requirements of the South
  African Police Service.
- The hirer is responsible for the behaviour of his/her guests and must be present in the hall at all times while their guests are on the property.
- Persons attending a function at the Clubhouse are not permitted to park their vehicles so as to inconvenience any resident, or block any driveway. The hirer must ensure that all guest vehicles are parked in a responsible and courteous manner.

# **SUBLETTING**

- The hirer SHALL NOT SUBLET THE PROPERTY UNDER ANY CIRCUMSTANCES.
- Should the hirer wish to use the Clubhouse for a child / teenagers function adult supervision is required AT ALL TIMES. No children under the age of 18 are permitted to occupy the Clubhouse unattended.
- Subletting the hall is a breach of Contract and will result in the loss of your Deposit and the possibility of a ban from future hiring.

# **CLEANING AND HAND OVER**

- It is the responsibility of the hirer to clean and tidy the Clubhouse after the function.
- Keys are to be returned as arranged with the SMRC Committee by 10h00 the following morning.

# **COMPLIANCE & RIGHT OF ENTRY**

- Compliance with the terms and conditions outlined in this document is compulsory in regards to the refund of the deposit.
- The SMRC Committee reserves the right to stop a function if the rules outlined in this document are not adhered to and if necessary, call Law Enforcement Authorities to do so.
- The SMRC Committee reserves the right to refuse entry to the San Marina Recreation Club to any person / group of persons on any reasonable grounds.

### **DAMAGES**

The hirer shall be liable for the full reparation costs of any damages caused through negligence or whatever means to the hired facility incurred during the period for which the facility was hired. In the event of any damages being in excess of the deposit paid, the SMRC retains the right to claim the full amount for such repairs from the hirer.

The SMRC is in the middle of a residential area. If any of the herein mentioned terms and conditions is not met, the SMRC Committee will retain the hirer's Deposit.

#### INDEMNIFICATION

**IDENTITY NUMBER:** 

The San Marina Recreational Club and it's Committee Members shall not be liable to the Hirer or any other person or instance for any injury or loss or damage of any type to property or person or destruction whatsoever which the Hirer or any other member of his/her family or any employer / employee; relative; friend or acquaintance; visitor; invitee or guest of the Hirer may sustain directly or indirectly in or about the Hired premises. The Hirer hereby accepts responsibility for, and indemnifies the San Marina Recreational Club and its Committee Members or any of its employees against any claim by injury, loss or damage to any such person, instance or vehicle.

The hirer nominates Mr/Mrs/Miss...... to accept responsibility and to ensure that the terms set out above, are adhered to. The nominated person will also be responsible for vacating and cleaning the

venue within the specified time. The Hirer herewith declares that he/she has read the Terms and Conditions as set out in the document above entitled "CLUBHOUSE HIRING TERMS AND CONDITIONS", and fully understands the terms and conditions for hiring the hall at the San Marina Recreational Club as stipulated in the aforementioned document. The hirer herewith accepts the said Terms and Conditions. PHYSICAL ADDRESS OF HIRER: CONTACT TELEPHONE NUMBER: **EMAIL ADDRESS OF HIRER:** ALTERNATIVE CONTACT PERSON: NAME: TELEHONE NUMBER: . **BANK DETAILS FOR REFUND:** BANK NAME: ACCOUNT TYPE: **BRANCH NAME: BRANCH CODE:** ACCOUNT NUMBER: ACCOUNT HOLDER: **FUNCTION DETAILS: FUNCTION TYPE: FUNCTION DATE: EXPECTED NUMBER OF PEOPLE:** START TIME: **FND TIME:** The information provided in this form is complete and accurate to the best of my knowledge: NAME IN PRINT: SIGNATURE: DATE: