

CYCA TERMS AND CONDITIONS — Functions and Events

The Cruising Yacht Club of Australia (CYCA) is a Registered Club. We encourage a representative of the function to join the Club if not already a Member. Please review your obligations set out below in particular those relating to Entry Procedures, Classifications, Payments and Cancellations. The Hirer is required to submit their Terms and Conditions with Function details and Hirer's signature on Page 2.

HIRER

The CYCA Member, person, Company or Corporation booking and paying for the function is deemed to be the "Hirer" throughout these Terms and Conditions.

INVITEE

Any guest of the Hirer attending the function or event, consultant or contractor paid by the Hirer for the function. Invitees do not include CYCA staff or caterers.

RESERVATIONS & APPROVAL

All function bookings will only be confirmed once the CYCA receives a completed Security Deposit form to hold the venue. No tentative bookings are taken. To secure your booking the CYCA requires a signed copy of these Terms & Conditions together with a completed Security Deposit form for \$500.00 — this is a holding deposit only.

Board Approval — According to the Registered Clubs Act 1923 (RCA), all bookings are subject to the approval of the Board of Directors of the CYCA who reserve the right not to accept bookings. Should the Board of Directors not approve the function, the Security Deposit will not be charged.

WEDDINGS AND BIRTHDAYS

Pursuant to the RCA section 45, all functions designated as a Wedding or Birthday must have at least one Member of the Club present for the entire celebration at the Club. Furthermore, all invitees must be signed into the CYCA as a guest of this Member or as a Temporary Member. Please consult our Functions Manager or Duty Managers for details.

FUNCTION TYPES

Each function accepted by the CYCA will be denoted as either Wedding, Birthday, Christmas, cultural, educational, religious, patriotic, professional, charitable, political, literary, sporting, athletic, industrial or community nature. Please consult our Functions Manager or Duty Managers for an explanation if necessary.

FINAL CONFIRMATION

Seven (7) working days prior to the function, the CYCA requires a guarantee of the Hirer's minimum number of guests and a signed confirmation of all the function arrangements by the CYCA 'Event Sheet'. The CYCA will charge in accordance with the numbers guaranteed, even if fewer guests eventuate. If final numbers are not confirmed, the Club will take the original estimated numbers as the guaranteed figure. We regret we are unable to take reductions in the guest (invitee) numbers or arrangements after this deadline. Full details of charges will be listed on your CYCA Function Charge Sheet for your prior approval. The Event Sheet and Function Charge Sheet must be finalised seven (7) working days prior to the function. An invitee list, in alphabetical order, with the surnames first, is required with the signed Event Sheet.

PART PAYMENT

The Club may at its own discretion require part payments prior to the final payment; this is normally required for larger functions during busy periods.

FINAL PAYMENT

Five (5) working days prior to the function full payment is required, based on an estimate of the final bill as per the CYCA Function Charge Sheet. The Club will settle any outstanding amounts within 30 days after the function. Payment can be made by cash, bank cheque, and credit card (payment by credit card will attract a small fee) or charged to members account. All major credit cards are accepted. Business and personal cheques are accepted with prior arrangement and subject to approval of the Chief Executive Officer.

SURCHARGES

The following labour surcharges will be payable to all functions and events.

Minimum labour hours - 4 hours per staff member c \$30.00/hour Mon to Friday - \$30.00/hour Saturday and Sundays. CYCA functions are allocated for a 5- hour period. Additional hours or part thereof will incur labour surcharge

A security guard may be required for all Weddings, Bat Mitzvah (registration) and 18-21 stBirthdays (registrations and security) at \$200 (mm 4hrs)

SECURITY DEPOSIT CHARGE AND REFUND

The Security Deposit form will be charged if there is a cancellation of the booking (see Cancellation Conditions) or if any Hirer causes damage to the CYCA property during the function. The Club will use the Security Deposit as a guarantee for unpaid accounts at the completion on the function. The Club has up to 30 days after the completion of the function to refund the all or part thereof of the Security Deposit.

DRESS CODE

Thongs of all types and worn by either ladies or gentlemen are permitted in all downstairs areas of the Club. Thongs will not be permitted after 500pm in the Blue Water Grille.

Thongs are not permitted upstairs with the exception of "dress thongs" for ladies. For designated sailing functions, thongs will be permitted in the Morna and Freya rooms.

The Duty Manager or the Chief Executive Officer has a discretion to bar entry or have persons removed from all areas of the Club if, in their opinion, their thongs are unsuitable. In this regard the Manager's or CEO's decision is final.

FUNCTION TIMES

Functions shall not extend beyond the following hours: Sunday to Tuesday 1000pm, Wednesday - Saturday 12.00 am All balcony doors and windows must be closed from 10pm.

CLUB ENTRY PROCEDURE

Weddings and Birthdays - The sign in procedure occurs prior to the function occurring at the Club. Details including the permanent residential address and their signature of each invitee to be entered onto the Registration forms. Invitees, other than Members of the CYCA are to be either Guests of a Member or Temporary Members.

All other functions - Invitees need not complete Registration Forms however they are requested to see Security at Reception for directions to designated functions area.

CLASSIFICATIONS

Guest of a Member — Guests are required to enter their full residential addresses details at Reception. Both Member and Guest must sign the register. Guests of a Member must remain in the 'reasonable presence' of the Member and leave when the Member leaves the Club.

Temporary members — Include any full member of another sailing or boating Club or person that permanently resides outside of 5km from the Club. Temporary Members are required to enter their full residential addresses details, Club membership number (if applicable) and sign the Register at Reception.

Non Member Invitee — Person invited to attend a function that is neither a Guest of Member nor Temporary Member. According to the Club's Functions License, non Member invitees attending functions are to remain in the designated functions areas on the first floor of the Club. If at any time Non Member invitees attending a function leave the designated function space and proceed to adjoining areas of the Club, they will be required to sign in at Reception as a Temporary Member or Guest of Member and subject to the restrictions applicable.

EXHIBITS

During exhibitions or events, it is essential that no fire doors or public entrances or thoroughfares are blocked in any way. The availability of exhibit space is in accordance with times booked for the event.

MINORS POLICY

Persons under 18 years of age may not register to enter the Club. Minors must remain within the designated event space and under constant supervision from a responsible adult, parent or guardian. Under no circumstances are minors allowed to consume alcohol on the Club's premises. Minors are not permitted in any bar areas of the Club and Proof of Age may be requested from any person that may reasonably be suspected of being under the age of 18 years. Security Guards are to be present at an additional cost for all functions for minors.

DECK AND BISTRO AREAS

Usage of the deck is restricted. It shall not be used for functions other than for functions directly associated with yachting, sailing competitions and yachting sailing promotions conducted by the Club. Functions invitees may also, subject to the Duty Managers consent, frequent the Sydney Hobart Bar, Restaurant, Bistro and Common areas of the Club once they have registered at Reception.

DAMAGE BREAKAGE OR LOSS OF PROPERTY

The Hirer is financially responsible and agrees to indemnify the CYCA for all damage sustained to the Club and grounds during an event as an action of invitees/guests of the organizer.

The Hirer agrees to indemnify the Club against personal injury occurring to any Hirer's guests arising out of the actions of the Hirer or any of his guests. The Hirer is responsible for any damage to the building, facilities and furnishings on the property and for loss however arising, as a result of any action by your guests or contractors (decorators, musicians, etc). Please ensure decorators and technicians are made aware of this.

Sparklers are not permitted at the CYCA at all, due to the fire risk.

INSURANCE

Whilst the staff of the CYCA will take every care with the security and protection of property, the CYCA is unable to accept any responsibility for damage or loss to property before, during or after the event. The Hirer is responsible for the safekeeping of personal belongings, merchandise and gifts. We recommend that the Hirer take out insurance. The CYCA may be able to assist with suggested insurers. The CYCA is to be nominated as the co-insured for the purposes of the policy.

CONTENT OF EVENT

If the CYCA has reason to believe that the event or any part of it will affect the smooth running of the Club's business, its security or reputation, the management reserves the right to cancel the event or any part of it at its discretion and without prior notice or liability.

FORCE MAJEUR

Where matters beyond the reasonable control of the CYCA impair or prevent the CYCA being able to perform its obligations under the event contract, the Hirer releases the Club from any liability or loss incidental or consequential to such matters.

ASSIGN MENT

The Hirer may not assign its rights under this agreement without prior written consent of the CYCA.

SMOKING AND NOISE

There is No Smoking permitted inside of the Club building or on the first floor balcony adjacent to the function rooms. Smoking is only permitted on the deck area. The CYCA is located in a residential neighborhood, all Functions invitees are requested to observe good behaviour when leaving the club. Unnecessarily loud music during a function may need to be restricted by Duty Managers.

BEVERAGE POLICY

Responsible Service of Alcohol

The CYCA in the best interest of its members, guests and the community actively promotes "the Responsible Service of Alcohol". Compliance issues pertaining to the Responsible Service of Alcohol will be monitored by management and the staff of the CYCA. Prepayment by the Member or Function client of events beverage requirements does not negate the responsibility of the service of alcohol by the staff of the CYCA.

Liquor Act, 1982 & Registered Clubs Act 1976

The event shall be conducted in all respects in an orderly and lawful manner and in accordance to conditions attached to the Club's licenses, and pursuant to the Registered Club's Act, 1976 and the Liquor Act, 1982. The Club reserves the right to terminate the event immediately in the case of any breach of these provisions and the Club shall be under no liability to the Member or client for any costs, damages or expenses arising from such a termination. The Club reserves the right to remove any or all persons from the Club's premises for any breach of these provisions, without liability. No alcoholic beverages may be brought onto CYCA property.

DISPUTE & APPLICABLE LAW

This agreement is made in Australia and its construction, validity and performance are determined under Australian Law.

BUMP-IN, BUMP OUT & TIME EXTENSIONS

Bump-In is normally permitted one hour prior to the start of the function. Bump-out must be completed within one hour of the function end. It is the Hirer's responsibility to ensure all decorations; props and equipment are removed immediately after the function. Decorations not removed by you or an agent may be charged a fee for removal. The CYCA reserves the right to take other function bookings up two hours before and two hours after your booking and to hold functions simultaneously in both function rooms.

CANCELLATION

If written notification of cancellation is received:

More than 60 days prior to the function date, the Hirer's deposit will be refunded in full.

Between 21 and 60 days prior to the function date, the Hirer be charged full venue hire plus 20% of the estimated cost of function. If the event that the function is re-sold, a full refund may be supplied).

Between 7 and 21 days prior to the function date, the Hirer will be charged full venue hire plus 50% of the estimated cost of function. If the event that the space is re-sold, a full refund may be supplied).

Less than 7 days prior to the function date, the Hirer will be charged the Functions Charge Sheet (Total Amount). I have read and accept the above Terms and Conditions of Business:

Company: _____

Hirer Full Name: _____

Date of Function: _____

Estimated Function Cost: _____

Signature: _____

Date: _____