



## **TERMS AND CONDITIONS FOR BOOKING THE FRENCH BAY YACHT CLUB CLUBHOUSE**

A bond of \$1,000 is to be forwarded together with a completed online booking form to secure your booking. The bond of \$1,000 will only be refunded if the committee is satisfied that all conditions of hire have been met and an 'END' (Excessive Noise Directive) has not been served by a noise control officer.

Your full hall hire booking fee is due no later than one calendar month prior to the date of your function.

You are responsible for removing all rubbish from the premises (paper, food, glasses and bottles), ensuring that there is no damage done to the club, taking down your decorations and stacking all tables on the trollies provided and black chairs in the window alcove, after they have been wiped down, and soft chairs in the area provided at the back door. A check list for cleanup will be provided.

- If the booking is cancelled more than nine months prior to the event a \$300 cancellation fee is payable.
- If the booking is cancelled within 6-9 months prior to the event then a \$600 cancellation fee is payable.
- If the booking is cancelled within 6 months to the event then you forfeit the full bond.

If the key to the yacht club is lost or not returned, you will be charged for the cutting of a replacement key.

The key to the premises will be available for your collection on the day or by prior arrangement along with the code for the alarm. A step by step guide to booking the club is available on the website: [www.frenchbay.org.nz](http://www.frenchbay.org.nz). There is also a FAQ document that contains lots of information.

You should retain this copy of the conditions for hire of the clubhouse for your information.

Any further queries please email our Functions Coordinator on [fbychallhire@gmail.com](mailto:fbychallhire@gmail.com).

**FRENCH BAY YACHT CLUB SCHEDULE OF  
STANDARD CONDITIONS FOR HIRE OF CLUBHOUSE**

- 1) The hirer personally/severally will be held responsible for all matters appertaining to the use of the Clubhouse and for the conduct of all persons in and around the Clubhouse both during and in connection with the hiring.  
The hiring specifically excludes the use of any entry to:  

a) The upper floor	b) The gear storage room	c) The trophy cabinet
d) The boat shed storage cupboard	e) The kitchen cupboards	f) The cleaning
- 2) At any time during the period of hire the hirer will admit to the clubhouse up to two members of the Club Committee who may consider their entry desirable for the purpose of protecting club property. Such Committee members shall not be entitled to any seat or privilege beyond personal admission as administrative officials of the club.
- 3) In the event of any damage or breakages to the clubhouse, its fittings, furnishings and equipment a charge will be levied to correct the damage against the bond, unless the hirer makes good or replaces the breakages or damage to the satisfaction of the Committee of the French Bay Yacht Club.
- 4) The Committee reserves the right at any time, whether the hire fee has been paid or not, to refuse to accept or to cancel any hirings. In the event of such action any monies paid will be refunded. It is also understood that the French Bay Yacht Club cannot be held responsible under any circumstances for any loss, monetary or otherwise, by reason of such cancellations.
- 5) **The hirer:**
  - a) Will obtain any permits or licenses required by Government or local Authority for the type of function being held (ie. Ceremonies held outside the FBYC).
  - b) Will not allow:
    1. Any alcoholic drink to be drunk outside the building (there is a liquor ban in place), nor allow alcoholic drink to be sold on the premises (unless you have your own permit)
    2. Any person to throw or deposit any rubbish, debris or bottles in, about or from the clubhouse or the clubhouse area. (Note: The attention of the hirers is drawn to the fact that the throwing of bottles would constitute a breach of the Police Offences Act and could lead to a court prosecution.)

3. PARKING anywhere past the front door entrance to the yacht club. PLEASE DO NOT PARK IN FRONT OF THE COAST GUARD ROLLER DOOR or on any yellow lines. Cars will be towed from these areas.
4. Park any motorized vehicles on the timber area of the rigging deck. Where this occurs you will lose your bond. **A warning will not be given. If any motorized vehicles are parked on the timber area of the rigging deck you will lose your bond.**

c)

1. Will lock the building securely after use, set the alarm and switch off at the control board: lights, heaters and all kitchen appliances. Please leave the fridge on.
2. Will not sublet.
3. Will wipe down and stack all tables & chairs in the alcove under the stairs. Round tables stacked back in the trolley at the back door.
4. **REMOVE ALL RUBBISH AND DEBRIS PLUS EMPTY BOTTLES FROM THE CLUBHOUSE AND CLUBHOUSE AREA**
5. Sweep the floor and remove any broken glass or candle wax from floor and other surfaces.
6. Leave the back door area free of any items except the round tables.

d)

- Will take all reasonable precautions and actions during the period of hire:
1. To prevent damage to the clubhouse, its fittings, furnishings and equipment, by any person whether a guest or not.
  2. **To obviate fire risk. We have had a smoke alarm fitted in the main kitchen. Should the alarm be activated by smoke from cookers and not from a genuine fire please deactivate by dialing in 1234 on the panel. When leaving the premises, please reactivate by dialing in the same code.**

e)

Will make adequate arrangements for the reception and custody of all articles and things supplied to him at the clubhouse for the function and for their removal immediately upon termination of hiring. Any articles not so removed and not claimed within one month may be disposed of by the committee as it sees fit.

f)

**Will use only the wires provided** to attach or hang any decorations, scenery, posters etc. from the walls, ceilings, floors curtains or any part of the clubhouse unless they be self-supporting and removed immediately upon the close of the function. Do not use staples to attach decorations to the woodwork. No nails to be used on the outside deck area.

g)

Will not remove any posters, notices or decorations etc. that are the property of the French Bay Yacht Club from the notice board, walls or ceiling of the clubhouse.

- 6) **EVENING FUNCTIONS and ALL MUSIC MUST CEASE BY 11.30pm.**  
The Clubhouse is to be tidied and packed down and **the area vacated by midnight** unless express permission has been granted for cleaning purposes after this time.

- 7) The hirer shall have regard to the rights of the residents in the vicinity by requesting guests to refrain from making undue noise in or outside the building and when leaving the area. If a noise abatement notice – an END Excessive Noise Directive - is issued by noise control, the yacht club will withhold the bond. **This includes the lighting of fireworks unless express permission for this has been given by the Yacht Club.**

### **NOISE CONTROL**

**We need to inform you of the following:**

**Where there is excessive noise resulting in a “Direction To Abate Excessive Noise notice” being issued pursuant to Section 327 of the Resource management Act 1991 to the person hiring the hall or their representative then the French Bay Yacht Club shall withhold the Hall Hire Bond.**

**PLEASE NOTE: A warning will not be given. If noise control is called, and they deem the noise excessive, a notice will be served (an END), and you will lose your bond.**

In order to prevent over excessive noise please keep the front door closed at all times (unlocked) and shut the windows on the beach side of the hall once the music starts.

Also – when guests are leaving, please ask them to keep noise to a minimum and if taxis are called, please ask that they pick up the guests by the front door of the yacht club, not in the parking area by the beach.

- 8) The Committee reserves the right at the time of confirmation of a booking to apply any other special terms and conditions which it deems necessary. If such additional terms and conditions are unacceptable to the hirer any fees paid will be refunded in full.
- 9) No advertising of any description or kind shall be permitted upon or any part of the premises or approaches thereto, except with the written permission of the Committee. If the Committee is of the opinion following such permission that any notice exhibited is, for any reason unsuitable, it may require its removal or alteration forthwith.

- 10) It is understood that the hirer on paying the hire fee plus bond or making application for the hire of the Clubhouse acknowledges and accepts these conditions and is fully aware as to the meaning contained herein and the responsibility entailed by the conditions as laid down.
- 11) The venue is a NO SMOKING venue. No smoking is allowed inside.
- 12) No stiletto shoes are to be worn inside the venue – please advise guests of this prior to your event.