



## **Merricks Yacht Club – Club House Usage Guidelines**

Merricks Yacht Club has certain liabilities that must be followed in consideration of the use of the Club House. These liabilities are in the form of restrictions of use through:

- o the Lease held with the DSE ,
- o the Liquor License held with the Department of Justice,
- o the Food Handling Permits held with the Mornington Peninsular Shire Council and
- o Club insurances, which the club is obligated to observe at all times.

Currently the club house is available for club events – Official Merricks Yacht Club functions, Official Championship functions sanctioned and approved by the committee, Merricks Yacht Club social and fund raising functions, and under certain criteria (to be explained later in this document) member based private functions, which are fully approved and agreed to by the incumbent committee.

Any precedence does not set in place a defined ruling for the request of a member to hold a function at the Club House. Any decision is to be treated individually, is at the sole discretion of the committee, in consideration of the circumstances that prevail at the time and also in consideration of these 'Club House Usage Guidelines'.

### **MEMBER REQUESTS WILL BE CONSIDERED BY THE COMMITTEE ON A CASE BY CASE BASIS WITH CONSIDERATION OF THE FOLLOWING AS A COLLECTIVE AND/OR INDIVIDUALLY:**

1. A donation of between \$250 and \$350 may be suggested by the committee. This is to be by way of a cash donation to the Club.
2. A function is related to the celebration of a members 'engagement or wedding' and will not be held in the general grounds or where access is expected/required to the beach through the Merricks Yacht Club yard. (Unless MBFRCM approval has been sought and received in writing).
3. Where the member is to supply their own alcohol and food is prepared off site in preparation for the event.
4. Is a daylight hours function where little or reduced risk is presented to the club and where in normal circumstances of yacht club operation, access is required to the beach through the Merricks Yacht Club yard.
5. Is an event that does not prevent or conflict with the use and/or enjoyment of the members and does not conflict with defined events noted in the annual Sailing and Social Programme, which is observed by the Yacht Club. This includes working bees that have been noted in the programme.
6. In some circumstances establishing the attendance of additional MYC members to monitor/supervise the event on behalf of the broader MYC membership.
7. A cash deposit/bond of a minimum of \$500 may required to cover any breakages and in the event of failing to adequately clean up the club house, cover the costs of additional cleaning
8. A committee member with club house key would be available to open and close the clubhouse, ensuring physical club house security is appropriately managed and in addition an agreed condition status has been established before and after the event.

9. In some circumstances and at the discretion of the committee, a formal agreement may be required to be documented to formalise terms of the event. Such terms may be required as per the following, to be agreed and documented:
  - Arrange for the driveway access gate to be manned or locked if not manned
  - Professional Security to be provided, at cost to the organiser to ensure the security of the club house and also personal property owned by the members which is freely accessible in the yard
  - Full list of non member attendees be made available prior to the event
  - Minors are identified together with name of responsible person attending function
  - A maximum number of guests, as determined by the committee
  - Duration of the event – Start and finish times
  - Responsible Serving of Alcohol (RSA) conditions understood and to be enforced
10. Special Non club events - where these events are in relation to supporting the community such as MBRA, Foreshore Committee or other community based groups such as CFA, Supply Authorities who are engaged to provide information sessions to the broader Merricks community. Some fees may apply and at the discretion of the committee.
11. Is an MYC committee endorsed event supporting other community of interest groups or non profit interest groups such as Probus.

**REQUESTS WILL NOT BE CONSIDERED BY THE COMMITTEE FOR THE FOLLOWING:**

- **Non-member requests for use of the club house** – Under our agreements with the Mornington Peninsular Shire Council, it has been agreed that MYC would be provided a liquor licence provided we do not operate as a function centre. A special Planning Permit would be required to facilitate such non-member functions however without formal Landlord approval this would contravene the MYC Lease agreement.
- **Member requests where:**
  1. Birthday parties are to be held to celebrate 18<sup>th</sup> to 21<sup>st</sup> birthdays.
  2. Functions where liquor is to be sold across the bar and where the function is not related to a Merricks Yacht Club event.
  3. Function will be held in the general grounds and where access to the beach is expected to be arranged through the Merricks Yacht Club yard.

**POINTS OF NOTE.**

1. **The Lease stipulates the following conditions under section 9 clause 9.1 items a) and b) and that the Yacht Club and its members/users will not:**

do anything in or on the Premises which in the reasonable opinion of the Landlord causes or may cause nuisance, damage, disturbance or danger to the Landlord or the occupiers or owners of any other property;

use or allow the use of any radio, television or other sound producing equipment at a volume that can be heard outside the Premises except with the prior written consent of the Landlord which is not to be unreasonably withheld but may be given conditionally;

2. **The Liquor License:** Places controls under the terms of the license including and associated with the Responsible Serving of Alcohol.

3. **The Food Handling Permit stipulates:** Small quantities of Pre-Packaged Food.

# CONDITIONS FOR THE USE OF THE MERRICKS YACHT CLUB CLUBHOUSE

The Merricks Yacht Club welcomes guests to our facilities however only members can seek to utilize the club house for a private function. In the interests of the safety and wellbeing of your group, and our neighbours, we require that the following conditions be observed.

- ◆ The function shall not cause undue noise or disturbance to neighbours. Amplified music must be kept to a low level. All noise is to cease at 12-00 midnight and the premises are to be vacated by 1-00 am.
- ◆ The member holding the function (User) shall be responsible for the behaviour of guests, in particular the use of alcohol. User shall be responsible for ascertaining and adhering to State Regulations regarding the use of alcohol at their function. It is suggested that the users register the function with the local Police.
- ◆ Two adults shall be nominated to ensure the following:
  - Orderly behaviour of guests
  - Security of the yard and premises particularly regarding uninvited guests
  - cleaning up breakages or spills **immediately** they occur.
- ◆ Users shall pay a \$500 bond to the Club prior to the function. Subject to a 'joint' post function inspection of the club house facilities and equipment, Breakages and/or damage will be identified and discussed at the post function inspection.
- ◆ The bond will be refundable within a 3 week period after the event, less any costs of breakages and/or damage.
- ◆ During the function, both doors shall remain **unlocked** and both exits and both staircases shall be free of any obstruction (e.g. tables chairs etc)
- ◆ Doors and gates are to be locked when the facilities are unattended.
- ◆ The gates to the beach shall remain locked at all times.
- ◆ The facilities are to be left clean & tidy. Users should consider arranging for a professional cleaner to carry out this task. Additional cleaning costs incurred by the Club to bring the club back to a satisfactory 'clean state' will be deducted from the bond.
- ◆ All garbage is to be removed from the site by the hiring member by the next day after the event.
- ◆ Equipment in the boat yard e.g. boats, winches etc is entirely out of bounds.
- ◆ Vehicles are not to be brought into the Club grounds (Goods may be delivered provided vehicles then leave the yard).
- ◆ MYC cannot take responsibility for loss or damage to personal property.
- ◆ MYC cannot accept any responsibility for personal injury or penalties imposed on members and their guests (included uninvited guests) while engaged in and undertaking preparation for and attending the members' private function.
- ◆ Any damage sustained to the club house or members' property through holding the members private function is to be borne solely by the organising member noted on the 'Private Function' application form.
- ◆ All costs for security are to be borne by the organising member noted on the 'Private Function' application form.
- ◆ Smoking is prohibited inside the Club Buildings.
- ◆ A telephone is located near the freezer. It is available for emergencies but not for general use.



**AGREEMENT BY MEMBERS of THE MERRICKS YACHT CLUB**

**'PRIVATE FUNCTION APPLICATION'**

**MEMBER NAME:** .....

**ADDRESS:**.....

**CONTACT PHONE NUMBER(S):** H:..... M:.....

**DATE OF FUNCTION:** ..... **NUMBERS ATTENDING.** .....

**TYPE OF FUNCTION:** .....

**TIMES:** Start ..... **Finish** .....

**DETAILS OF ANY PRIOR ACCESS REQUIRED:**

.....  
.....  
.....

**SPECIAL TERMS TO BE APPLIED TO THE FUNCTION (REFER, CLUB HOUSE USAGE GUIDELINES - POINT 9):**

.....  
.....  
.....

We/I acknowledge that we/I have read and agree to abide by the 'Conditions For The Use of The Merricks Yacht Club Clubhouse' and 'Club House Usage Guidelines' documents.

We enclose cash payment of \$.....,

Inclusive of a \$500 bond and an agreed donation of \$ ..... For use of the club house for a private function.

**Signed:** .....

**Members name:** .....

**Date:** .....

The Merricks Yacht Club Inc Reg No A 14049 A, agrees to hire the Clubhouse to the above Member subject to the agreed Conditions and in accordance with Conditions for the Use of the Merricks Yacht Club, Club House and Club House Usage Guidelines.

**Committee approved:** Yes / No **Dated:** .....

**Signed:** ..... **Secretary, Merricks Yacht Club**

**Dated:** .....

**PLEASE RETURN TO THE SECRETARY, MERRICKS YACHT CLUB  
PO BOX 90 BALNARRING VIC, 3926**