



Terms and Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY.

Course Bookings and Enrolments Terms and Conditions

(a) Fees – The Applicant will pay on enrolment the stated fees for the Course

(b) Exclusion of liability: Except where provided or required by law and as such cannot be excluded, the Applicant agrees that it is a term of his/her enrolment that Blairgowrie Yacht Squadron Inc. (“The Providers”) are absolved from all liability however arising from injury or damage however caused (whether fatal or otherwise) arising out of the Applicant undertaking the Course.

(c) Release & Indemnity – In consideration of the acceptance of the Applicant’s enrolment application the Applicant, to the full extent permitted by law:

1. releases and forever discharges the Providers from all Claims that he/she may have or may have had but for this release arising from or in connection with him/her undertaking the Course; and
2. indemnifies, will keep indemnified and will hold harmless the Providers in respect of any Claim by any person including but not only any Member of YAI arising as a result of or in connection with him/her undertaking the Course. In this clause (c) “Claims” means and includes any action, suit, proceeding, claim, damage, danger, penalty, cost or expenses however arising but does not include a claim in respect or any action, suit, etc made by any person entitled to make a claim under a relevant insurance policy or under the YAI Constitution or any Regulations.

(d) “Providers” – in this agreement, the term “Providers” shall mean and include: (i) the principal, staff and instructors of Blairgowrie Yacht Squadron Inc.; (ii) YAI officers & employees, Yachting Australia Training Limited, affiliated members of YA and other yacht clubs; and (iii) where the context so permits, all directors, servants, agents, employees of Providers and other students or persons under the Providers’ control and direction.

(e) Insurance – The Applicant acknowledges and agrees that the fees for the Course may include limited personal injury insurance cover at an additional fee. The Applicant may, in his/her own interests, view the full policy wording at www.yachting.org.au.

(f) Exclusion of Applicant – The Applicant warrants that he or she has not at any time been excluded from sailing by a medical practitioner or any person or entity including YAI and its constituent Member Associations and Clubs.

(g) Rights of a Consumer – The Course is a “recreational service” as defined under the *Trade Practices Act 1974*. Where the Applicant is a consumer, as defined by any relevant law such as the *Trade Practices Act 1974* or any *Fair Trading Act*, then certain terms and rights may be implied into the contract for the supply of the Course for the benefit of the Applicant. These terms and rights, and any liability of the Providers or other supplier flowing from them, are expressly excluded, restricted or modified by the provisions of this contract.

(h) Privacy –

1. YAI has a Privacy policy (available from the website) and that the information the Applicant has provided above is necessary for the conduct of the Course and the objects of YAI. The Applicant acknowledges and agrees that the information may be disclosed to YAI Member Associations and Clubs for the purpose of the OnBoard program, and will only be used for the objects of YAI. The Applicant will be able to access his/her information through YAI. If the information is not provided the Applicant’s enrolment application may be rejected.
2. By enrolling in the course, a participant automatically grants to Blairgowrie Yacht Squadron Inc. the right, in perpetuity, to make, use and show from time to time and at their discretion any motion



pictures, still pictures and live, taped or film or television or other reproductions of him/her during the period of course, without compensation.

(i) Governing Law – This contract is governed by the laws of Victoria, and the Courts of Victoria shall have exclusive jurisdiction to entertain any action in respect of any such agreement.

(j) Statement of Understanding – The Applicant has read, or has had read to him/her the conditions in the form and having understood the same, consents to the activities proposed.

(k) Prevailing Conditions – The Applicant acknowledges and agrees that:

1. sailing and the Course can and will be affected by the weather conditions;
2. the Providers cannot control the weather and that the weather conditions may change without warning; and
3. there is an element of the “luck of the prevailing conditions” in undertaking sailing and the course.

(l) Severance – If any term(s) or condition(s) of this contract or the application of it to any person or circumstances shall be or become invalid or unenforceable the remaining covenants and conditions shall not be affected but shall be valid and enforceable to the fullest extent permitted by law.

Facility Hire, Function Bookings Terms and Conditions

1. General

The following terms and conditions of hire apply to any parties or individuals named in the attached booking form or hire agreement.

- a. The return of the signed facility hire application form is taken as acceptance of the terms and conditions of hire for the Blairgowrie Yacht Squadron on the nominated date/s.
- b. All bookings are subject to availability, timely completion of the venue hire booking form and payment of the deposit and balance.

2. Interpretations

- a. “Venue” shall mean Blairgowrie Yacht Squadron Inc. ABN 64 825 467 219 and their respective officers, employees, agents and contractors.
- b. “Hirer” shall mean the Hirer named on any quote, invoice, purchase order or any other documentation produced in relation to this agreement or any person acting on behalf of and with the authority of the Hirer.
- c. “Fees and Charges” shall mean the cost of the Goods and or Services as agreed between the Venue and the Hirer subject to clause 3 of this contract.
- d. “Goods” shall mean all Goods supplied by the Venue to the Hirer and includes Goods outlined on the Hire agreement, quote or any other documentation produced in relation to this agreement including any recommendations and advice.
- e. “Hire Period” shall mean the duration of the hire period as outlined in the Hire Agreement.
- f. “Additional Charges” shall mean:
 - i. any costs incurred by the Venue as a consequence of any failure by the Hirer to:
 1. Promptly remove any goods or materials brought into the Venue by or on behalf of the Hirer; or
 2. Leave the Venue in a clean and tidy condition.
 - ii. Any charge in addition to the fees and charges quoted by the Venue at the time of making the booking including additional staff or linen.

3. Fees and Charges

- a. The Hirer agrees to pay the Venue the fees and charges of hiring the venue within the agreed time for payment.
- b. The Venue’s quoted price will be binding for the Venue for a period of 30 days after the date of the quotation.



- c. Venue Hire Fees and Charges include:
 - i. Use of Blairgowrie Yacht Squadron for the use and times as specified in the booking form as hire period
 - ii. 20 round tables, 5 trestle tables and 140 chairs
 - iii. Bar Staff for the duration that the bar is open
 - iv. Consultation with the Functions Coordinator and appointments for viewing of the venue and discussing, developing and finalising booking specifications
 - v. A reasonable level of waste removal
 - vi. Basic room set up

- d. Venue Hire Fees and Charges do not include:
 - i. Additional staff
 - ii. Additional cleaning
 - iii. Additional furniture and equipment
 - iv. Access, use and/or tuning of the piano
 - v. Security Personnel
 - vi. Use of the PA system
 - vii. Additional grounds preparation work – lawn mowing, tree trimming, etc.
 - viii. Additional kitchen items, equipment or furniture unless agreed
 - ix. The use of linen (linen can be provided for an additional fee)
 - x. Immediate repair or response to non-critical systems or equipment that fails during non-business hours

4. Booking Process

- a. The following Booking Process steps are used to process the booking enquiry:
 - i. HOLD Booking – Strictly 7 days. No payment is required. If after 7 days Blairgowrie Yacht Squadron has not been contacted by the Hirer then HOLD booking dates will be released.
 - ii. If you choose to advance from a HOLD booking then deposit invoice and a Venue Hire Agreement will be issued.
 - iii. The booking will advance from HOLD to PENCIL following payment of the deposit and receipt of a signed Venue Hire Agreement.
 - iv. Approaching 21 days prior to your event date, a balance invoice will be issued. The booking will be CONFIRMED on receipt of full payment. Payment must be made no later than 14 days prior to the event.

5. Payments and charges

- a. Payments are made in two parts:
 - i. Deposit Payment – 50% of the quoted fees and charges.
 - ii. Balance Payment – This must occur no later than 14 days prior to the event.
- b. All indications of costs are considered estimates only and are subject to change if the needs of the customer vary. These can be made up the commencement of the event within reason.
- c. Full payment must be made no later than 7 days from your function or event.
- d. Failure to make this payment may result in the loss of both your deposit payment and your booking date/s.
- e. All payments are subject to the Cancellation Clause 6 below.
- f. The deposit can be made by direct debit, credit card, cash or cheque.
- g. The booking is considered CONFIRMED only when the FULL Payment and the signed Venue Hire Agreement have been received.
- h. Blairgowrie Yacht Squadron reserves the right to apply a damage bond of \$500 during the booking enquiry phase if it considers there may be a risk of damage to assets and facilities.

6. Cancellation Policy

- a. The following cancellation charges will apply:
 - i. More than 12 Months Prior – Full Refund
 - ii. More than 14 Days Prior – 50% of Deposit
 - iii. Less than 14 Days Prior – 100% of Deposit



- b. Blairgowrie Yacht Squadron reserves the right to cancel any booking if there is a force majeure, or any other event, which in the reasonable opinion of the Management, causes the Venue to be unsafe or inappropriate to hold the function. For example: flood, unsafe premises, fire damage, etc.
- c. Blairgowrie Yacht Squadron reserves the right to cancel the Venue Hire Agreement after the commencement of the Hire Period if:
 - i. Any guests behave in a manner which endangers their own wellbeing, or that of other guests or members of the public.
 - ii. Any guest becomes abusive or violent.
 - iii. Underage guests are not being responsibly supervised.
 - iv. Any guest is found to be in possession of an illegal substance.
 - v. The venue exceeds current noise restrictions imposed upon the Venue by local regulations.
- d. Blairgowrie Yacht Squadron reserves the right to decline the hire offer.

7. Smoking

Blairgowrie Yacht Squadron has strict smoking guidelines that must be adhered to.

- a. No smoking inside any of the buildings
- b. No smoking on any of the decks.
- c. Any and all cigarette butts found around the venue must be disposed of by the client before their departure. Failure to do so may incur additional charges.

8. Theming and decorating

- a. Hirers must make no alterations to existing fixtures and fittings
- b. No confetti is allowed
- c. Anything to be hung from the ceiling must be approved with Blairgowrie Yacht Squadron Management prior to the function or event
- d. No decorations or displays provided by the Hirer are to be screwed, nailed or affixed in a permanent manner to any wall, surface or any other part of the venue

9. Waste removal

- a. Blairgowrie Yacht Squadron strives to reduce its waste and asks that all Hirers keep their waste to a minimum.
- b. Any quantities of excessive waste will incur a waste removal fee.

10. Transport and parking

- a. The Member's Car Park is strictly for the use of members
- b. Hirers may only access the Member's Car Park if they are qualifying members of Blairgowrie Yacht Squadron.
- c. Public car parking is available in the service road leading to the Venue and on Point Nepean Road.

11. Security

- a. Blairgowrie Yacht Squadron reserves the right to book security personnel at the expense of the hirer if we feel that there is a risk to property and/or assets.

12. Entertainment

- a. The engagement and the conduct of entertainment providers is the responsibility of the hirer.
- b. Details of entertainers must be provided to the Venue 7 days prior to the function or event.
- c. The piano is available for hire at an additional cost. The cost of tuning, if required, must be met by the hirer. Please note that only professional tuners may tune this piano and it cannot be tuned to anything except A440.
- d. No food or drink or decorations are allowed on the piano. The piano must not be moved unless prior approval is obtained.



13. Liability

- a. The liability of the Venue to the Hirer for any reason related to the performance of the Venue in relation to this agreement shall be limited to the amount paid by the Hirer to the Venue pursuant to this agreement.
- b. Should the Venue cancel the Hire Agreement for any reason outlined in 6 (c), the function will cease immediately and no liability will be accepted by the Venue.
- c. The Venue accepts absolutely no responsibility for any personal effects, equipment or any other items supplied by the Hirer in relation to this agreement.
- d. The Venue accepts no responsibility for any direct, indirect, consequential or special loss or damage incurred by the Hirer as a result of a breach by the Venue of these terms and conditions.
- e. No parties to this agreement shall be liable for any breach of any provisions of this contract arising from an act of God, natural disaster, terrorism, war or any other occurrence beyond the control of any party.
- f. The cost of repairs for any damage to equipment, buildings, fittings, fixtures, artworks or grounds is the responsibility of the Hirer.
- g. If any Terms or Conditions contained in this document are found to be unenforceable for reasons of invalidity or illegality the remaining provisions shall not be affected in any way whatsoever.

Function Booking Terms and Conditions

14. Event Bookings

Event bookings can be made by phoning the BYS office to pay by credit card, visiting the office and paying by cash, cheque or credit card or online through the BYS website. If bookings are not paid for at the time of booking the booking is not guaranteed. If maximum numbers are reached and payment has not been made those members will be contacted for payment. If payment is not made within 24 hours, their place(s) will be made available to any members on a waiting list.

A notice period of 48 hours applies for cancellations. Refunds will not be made on cancellations advised after this time. Refunds will also not be made for people who have booked, but choose not attend the actual function.

Merchandise Sales Terms and Conditions

By placing an order for any goods or services on our Website you are offering to purchase the goods on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price.

When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorised user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods.

Our Contract

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order. This email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us for the purchase of the goods will not be formed until your payment has been approved and our billing agent has debited your credit or debit card.

Pricing and Availability

Whilst we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or



cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.

The issuer of your credit or debit card may charge currency conversion or other fees in relation to your order. You should check with the issuer of your credit or debit card for details of any such fees.

Returns and Collections

Returning goods if they are faulty

Our goods may come with guarantees that cannot be excluded under the Australian Consumer Law. You may be entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You also may be entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

If you think that there is a fault with the goods you have received, please let us know straight away by contacting the BYS Office on 03 5988 8453. Please include as many details as possible about the order and the problem with the goods.

Returning goods if you change your mind or need a different size

In addition to your rights in relation to faulty goods, you can return any goods within 28 days of receipt for a refund of those goods or to exchange it for a different size or colour. If you want a refund, we will refund the monetary value of the goods returned to us, at the price you purchased them.

Please note that in the interests of hygiene, goods marked with a next to the product name cannot be returned, unless they have remained in their original wrapping or are faulty.

If you change your mind about the goods (including the size or colour), the goods returned must be in their original condition, which includes any packaging. All goods will be inspected on return.