

LETTING OF PREMISES POLICY

Policy number	POL#001	Version	.001
Drafted by	Alex Rofe	Approved by Board on	30 March 2021
Responsible person	Alex Rofe	Scheduled review date	June 2022

INTRODUCTION

Majors Creek Recreation Reserve recognises that its premises and grounds represent a significant capital investment and should be utilised as a valuable community resource.

In addition, we recognise that the letting of our premises and grounds provide an opportunity to supplement the organisation's budget and should be encouraged, provided that such letting is not detrimental to the organisation or its members.

PURPOSE

The purpose of this document is to balance the competing needs of the organisation and community hirers, and to make the conditions of lettings clear.

POLICY

Majors Creek Recreation Reserve will:

- Require all hirers to adhere to the published Conditions of Hire;
- Charge hirers falling into specified categories the amount listed in the published Schedule of Charges;
- Not discriminate on the grounds of race, nationality, gender, sexual orientation, disability, spiritual beliefs, or age;
- Refuse any application that it believes may cause public disorder, offend decency or perpetuate racism, sexism or prejudice; and
- Retain the right to refuse an application for any reason at any time.

AUTHORISATION

[Signature of Board Secretary]

Approved by the Board on 30 March 2021

Majors Creek Recreation Reserve

LETTING OF PREMISES PROCEDURES

Procedures number	PRO#001	Version	.001
Drafted by	Alex Rofe	Approved by Chair on	30 March 2021
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RESPONSIBILITIES

It is the responsibility of the **Chairperson**

- to draw up Conditions of Hire applicable to all lettings;
- to draw up a Schedule of Charges applicable to all lettings;
- to ensure as far as possible that hirers adhere to all applicable stipulations; and
- to nominate a Lettings Officer.

It is the responsibility of the **Lettings Officer**

- to determine into which charging category any application falls; and
- to manage any letting.

PROCEDURES

Applications

All applications for the hire of any premises or any part thereof must be in writing on the form provided, and on completion must be forwarded to the Lettings Officer.

A Lettings Agreement must be put in place for all external use of the premises, even if no charge is made.

The person who signs the application shall be considered to be the hirer unless the application is signed on behalf of an organisation, in which case that organisation shall be the hirer and shall be jointly and severally liable under these conditions with the person who signs the form.

No application will be accepted unless the Lettings Officer is reasonably satisfied that the Hirer is able to manage the hiring in accordance with adequate care and in accordance with health and safety procedures.

Fees

The deposit, being 20% of the hire charge, is due on receipt of hirer's application confirmation, and shall be non-returnable in the event of the hiring being cancelled by the hirer.

The balance of the hiring fee shall be payable 10 days before the hiring commences, and if any extra hire charge or caretaking charge should become due for any reason, then an invoice will be submitted for the balance after the hiring.

Safety

Hirers will be responsible for the safety of their own individual groups with regard to first aid. Hirers will be informed where the fire exit doors, fire equipment and emergency telephones are located before the activity starts, and where to assemble should the fire alarm sound. The hirer

then has the responsibility of making their members aware of the instructions and ensuring that emergency services have been called.

Hirers have a responsibility to ensure that all activities are safe and to safeguard participants from violence or any other avoidable harm. Hirers must not exceed the designated capacity of any premises.

Hirers must ensure that the Lettings Officer is made aware of any equipment they intend to bring in to or use in the premises, and that such equipment is safe and suitable for the use to which it is put. Hirers using the facilities are responsible for reporting any potential hazards to the Lettings Officer.

Hirers who book premises are responsible for the cost of repairing any damage to the premises or equipment which is directly attributable to their occupation and use of the premises.

If anyone is injured whilst on Majors Creek Recreation Reserve's premises then that injury must be immediately reported to the Letting Officer so that the necessary first aid/medical reporting procedures can be initiated.

The Letting Officer must be reasonably satisfied that the Hirer is able to manage the letting activity in accordance with adequate care, health and safety procedures before agreeing to accept the booking.

COVID-19 Venue Hire Conditions Update

Prior to hirers commencing their hire at Majors Creek Recreation Reserve they must adhere and agree to the following:

- Agree to the Public Health Order
- Capacity must not exceed one person per 2 square metres including staff members.
- Each hirer must have an approved COVID-19 Safety Plan.
- Agree to and sign the additional 'COVID-19 HIRE AGREEMENT CONDITIONS' and submit it to the Letting Officer.
- Hirers must complete their COVID-19 Safety Plan and submit it to Letting Officer for approval.
- Meet with the venue team to discuss new hire conditions and practices that must be maintained in order to continue hire.
- Failure to comply with the Public Health Order, COVID-19 Safety Plan and COVID-19 HIRE AGREEMENT CONDITIONS will result in the suspension the hire.

ATTACHMENTS

- [Appendix A: Categories of Use](#)
- [Appendix B: Conditions of Use](#)
- [Appendix C: Schedule of Charges](#)
- [Appendix D: COVID-19 Hire Agreement Conditions](#)
- [Appendix E: Form Application for Hire](#)

AUTHORISATION

[Signature of Chair Rudolph Stachow]
30 March 2021

Categories of Use

Charges will be levied at one of three rates:

1. free of charge
2. cost recovery
3. commercial.

1. Tier 1

This category includes:

- all authorised use by Board members
- not-for-profit events organised solely for the benefit of Majors Creek or the surrounding community.

2. Tier 2

This category includes:

- all lettings for statutory purposes (e.g. polling station)
- lettings by other not-for-profit organisations
- current residents of Majors Creek village.

3. Tier 3

This category includes:

- all lettings not covered within the two prior categories
- significant/high-impact events/activities held by not-for-profit organisation
- hire by commercial organisations for profit-making events
- hire by individuals for private functions.

Lettings that would otherwise be categorised as Tier 3 may be classed as Tier 2 if it can be demonstrated that the event is focused on community benefit and that participation is either free of charge or at a reduced rate as a result of the lesser rental.

Conditions of Use

The use of Majors Creek Recreation Reserve premises is permitted by the Board on the understanding that the following rules are adhered to at all times.

If a Hirer contravenes the Conditions of Use, the letting may be cancelled with no notice period and without refunding any fees paid.

1. Once the Hirer has accepted a permit to use the premises, they are automatically bound by all terms and conditions of usage of the premises.
2. The person signing the application form, on behalf of their organisation, (“the Hirer”) is personally responsible for ensuring that all terms and conditions of our lettings policy are adhered to.
3. Majors Creek Recreation Reserve accepts no responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner. No responsibility for safeguarding such items can be taken by Majors Creek Recreation Reserve.
4. The Hirer shall organise any necessary insurances to cover all foreseeable risks, and shall provide the details of such insurance to the Letting Officer.
5. Hirers shall indemnify Majors Creek Recreation Reserve against all claims, demands, actions or proceedings in respect of any loss, damage or injury caused by or to any persons which shall occur while such person is in, or upon part of the premises, or arise from any accident, or occurrence which happens while such person is in or upon any part of the premises or in respect of any loss or damage suffered or sustained by any person by reason of use of the premises by the hirer.
6. The Hirer must make sure that all users are aware that they are solely responsible for the security of their personal property, and should put a sign up to this effect. If tickets are issued for any event, this statement should also be printed on the ticket.
7. The Hirer is responsible for informing the Letting Officer of any injury or loss sustained by any person on the premises during the period of the hiring agreement. This information must be presented in writing to the Letting Officer within 24 hours of the event. Any further information required by the Letting Officer must be made available on request.
8. The Hirer is responsible for ensuring that any necessary licenses or permits are obtained for any event held on the premises, and must submit to the Letting Officer copies of all permits that have been applied for or obtained.
9. No alcoholic drinks may be sold without an appropriate license, and this must be shown in advance to the Letting Officer.
10. The Hirer is responsible for obtaining any necessary licenses for any work in which a copyright subsists performed on the premises during the period of the let.
11. The hirer shall indemnify Majors Creek Recreation Reserve against all costs, claims and demands which may be made against the organisation for any infringement of copyright.
12. No person under the age of 16 years is permitted on the premises without adequate adult care and supervision.

13. The Letting Officer retains the right of access to all parts of the premises during the period of any letting and the Hirer shall not obstruct or interfere with this right.
14. The Letting Officer or any officers authorised by them are responsible for the locking and unlocking of the premises. Under no circumstances shall Hirers be permitted to hold keys.
15. No alterations or additions to the facilities, electrical installations, heating or lighting settings at the premises may be made without previous consent in writing of the Letting Officer. Any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the Letting Officer and shall be reinstated at the expense of the Hirer to the satisfaction of the Letting Officer.
16. Furniture, including chairs, must not be removed from the premises for external use unless prior permission has been applied for and granted by the Letting Officer.
17. No advertising may be placed in any area of the premises without the permission of the Letting Officer.
18. If the terms and conditions of hiring are contravened in any way, the Letting Officer reserves the right to cancel any permission for further use and will inform the Hirer in writing. In such event, the Hirer will not be entitled to any compensation or refund of any payment made in respect of such use.
19. It is the responsibility of the Hirer to ensure that any premises used in the course of the letting are left in the condition in which they were found and is maintained in a safe condition during the letting.
20. Any movement of furniture required must be undertaken by the Hirer under the direction of the Letting Officer. No furniture or apparatus is to be used without prior permission.
21. The authorised Hirer is responsible for those attending the function and in particular for leaving the site in a quiet and orderly fashion by the time stated in the booking agreement.
22. Where car parking is required, the Hirer must undertake the proper stewarding and control of the parking area in collaboration with the police where necessary. The Hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.
23. No alcoholic drinks may be consumed or brought onto the premises unless written permission has been received from the Letting Officer.
24. The Hirer is responsible for the protection of the premises from damage, for the good behaviour of all associated users, and for ensuring that alcoholic drinks, where permitted, are consumed in moderation when brought onto the premise for a function.
25. The Hirer is responsible for ensuring that all areas are left clean and tidy as found. This includes all outside areas as well as indoor areas. If this is not found to be the case the Hirer will be charged a penalty sum to cover costs of any repairs or cleaning required.
26. Only adults preparing food are permitted access to the kitchen, where an agreement has been made with the Letting Officer. Kitchen and food standards regulations must be adhered to at all times.
27. All children will be supervised at all times by their carers except where children are attending an organised group or care scheme.

28. The Hirer's signature on the application form confirms his/her agreement of these conditions of booking and all other aspects of Majors Creek Recreation Reserve's Lettings Policy.
29. The Hirer will adhere to all applicable Health and Safety requirements.
30. No food or drink is allowed in any area except designated social areas, unless prior written permission has been granted.
31. The hire of any premises does not entitle the Hirer to use or enter the premises at any time other than during the hours for which the premises are hired, unless prior arrangements have been made with the Lettings Officer.
32. The Hirer shall not sub-let the premises or any part thereof, except with prior approval of the Lettings Officer, nor shall the premises be used for any purpose other than that purpose declared on the form. If activities are carried out which are not in accordance with the Lettings agreement, the activity will be closed down immediately without return of any pre-payment.
33. Majors Creek Recreation Reserve shall not be liable for any loss due to any breakdown of machinery, failure of the supply of electricity, leakage of water, fire, government restriction, or Act of God, which may cause the premises to be temporarily closed.
34. All property of the Hirer and the Hirer's agents must be removed promptly upon the expiration of the period of hiring, or additional fees will be charged for each day or part of a day until the same is removed, except where prior permission from the Letting Officer has been obtained.
35. No bolts, nails, tacks, screws, pins, or any other like objects shall be driven into any part of the premises except where specific provisions have been made. No highly flammable materials are to be brought into the premises. No flags, emblems or any other materials shall be displayed at the premises without the previous consent of the Letting Officer.
36. No animals shall be brought into the premises except with the prior permission of the Letting Officer.
37. The Letting Officer may at any time cancel any permission granted to use the premises and will refund any fee paid but no further liability will be accepted.

Schedule of Charges

The scale of charges will be set annually.

Charges will consist of an hourly rate, half day, full day, weekend (Friday, Saturday, Sunday) and week-long rates.

The minimum hire period will be one hour.

In the unfortunate event of the Hirer having to cancel a confirmed booking and the space not being re-let, Majors Creek Recreation Reserve reserves the right to levy a charge. The Lettings Officer should be informed immediately and all cancellations are required to be confirmed in writing.

In extreme and unavoidable, circumstances, Majors Creek Recreation Reserve reserves the right to cancel any hiring without notice. In the event of a hiring being so cancelled any fee which has been paid will be refunded to the hirer. Majors Creek Recreation Reserve shall not be held liable or required to pay compensation for any loss sustained as a result or in any way arising out of the cancellation of the hiring.

Current Fees:

	Hall and Kitchen		Outdoor BBQ		Bar Area		Whole Grounds	
Tier 1	Free		Free		Free		Free	
Tier 2	Per hour	\$20	Per hour	\$12.50	Per hour	\$12.50	Per hour	\$55
	Half Day	\$55	Half Day	\$30	Half Day	\$30	Half Day	\$100
	Full Day	\$100	Full Day	\$55	Full Day	\$55	Full Day	\$200
	Weekend	\$250	Weekend	\$100	Weekend	\$100	Weekend	\$350
	Week	\$600	Week	\$150	Week	\$150	Week	\$750
Tier 3	Per hour	\$55	Per hour	\$30	Per hour	\$30	Per hour	\$100
	Half Day	\$200	Half Day	\$50	Half Day	\$100	Half Day	\$350
	Full Day	\$350	Full Day	\$100	Full Day	\$200	Full Day	\$600
	Weekend	\$1000	Weekend	\$300	Weekend	\$500	Weekend	\$1650
	Week	\$2000	Week	\$500	Week	\$750	Week	\$3000

Fees current and approved as at 30 March 2021.

COVID-19 Hire Agreement Conditions

HIRERS

The Majors Creek Recreation Reserve is pleased to again allow events to take place in accordance with the NSW Public Health Orders in relation to COVID-19.

In addition to the Hire Agreement, the Hirer agrees to the following:

- All requirements outlined in the Public Health Order.
- To complete their COVID-19 Safety Plan and submit it to Letting Officer for agreement.
- Once agreed, a NSW Government registered and approved COVID-19 Safety Plan.
- Meet with the Letting Officer to discuss COVID-19 Safety hire conditions and practices that must be maintained in order to continue hire.

Failure to comply with the Public Health Order, COVID-19 Safety Plan and COVID-19 HIRE AGREEMENT CONDITIONS will result in the suspension the hire.

As a Hall Hirer you agree to:

- Stay at home if you are sick.
- Ensure attendees stay home if they are unwell or showing flu like symptoms.
- Stop handshaking/physical touching as a greeting.
- Promote good hand and sneeze/cough hygiene and provide hand sanitisers for all attendees.
- Clean and disinfect high touch surfaces regularly.
- Limit food handling and sharing of food.
- Keep all attendees a minimum of 1.5 metres apart.
- Keep a register of all persons entering the premises including their name, address and a contact telephone number
- Abide by room capacity limits determined by the Majors Creek Recreation Reserve Board.

Majors Creek Recreation Reserve Volunteers agree to assist Hirers by:

- Staying at home if we are sick.
- Stopping handshaking/physical touching as a greeting.
- Promoting good hand and sneeze/cough hygiene for all staff and participants.
- Cleaning and disinfecting high touch surfaces regularly.

Majors Creek Recreation Reserve
(Signature)

Hirer (Signature)

Position:

Position:

Date:

Date: