

# **KOONUNG COTTAGE COMMUNITY HOUSE INC.**

## **LETTING/HIRE OF PREMISES POLICY AND PROCEDURES**

### **Introduction:**

Koonung Cottage Community House 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/hire of our premises and grounds provide an opportunity to supplement the organisation's budget and should be encouraged, provided that such letting/hire 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/hire clear.

### **Policy:**

Koonung Cottage Community House 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.

### **Responsibilities:**

It is the responsibility of the Manager

- to draw up Conditions of Hire applicable to all lettings;
- to determine into which charging category any application falls;
- to manage any letting; and
- to ensure as far as possible that hirers adhere to all applicable stipulations

It is the responsibility of the Committee of Governance

- to draw up a Schedule of Charges applicable to all lettings;

## **PROCEDURES**

### Applications:

All applications for the hire of any premises or any part thereof must be in writing on the form provided.

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 Manager 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:

Full payment of the letting/hire fee will confirm the booking.

### 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 telephone numbers are located. 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 Manager 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 Manager.

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 Koonung Cottage Community House premises then that injury must be reported to the Manager so that the necessary reporting procedures can be initiated.

The Manager 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.

Public Liability Insurance – the hirer must provide proof of current public liability insurance (Certificate of Currency) or purchase a policy via City of Whitehorse's Casual Hire Cover Scheme.

**Conditions of Hire**

The use of Koonung Cottage Community House's premises is permitted by the Committee of Governance 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. The Hirer's signature on the application form grants a permit to use the premises and confirms his/her agreement of these conditions of booking and all other aspects of Koonung Cottage Community House's Lettings Policy.
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. Koonung Cottage Community House 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 Koonung Cottage Community House.
4. The Hirer shall organise any necessary insurances to cover all foreseeable risks, and shall provide the details of such insurance.
5. Hirers shall indemnify Koonung Cottage Community House 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 Manager 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 within 24 hours of the event. Any further information required must be made available on request.
8. No alcoholic drinks may be sold.
9. The hirer shall indemnify Koonung Cottage Community House against all costs, claims and demands which may be made against the organisation for any infringement of copyright.
10. No person under the age of 16 years is permitted on the premises without adequate adult care and supervision.

11. The Manager 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.
12. No alterations or additions to the facilities, electrical installations, heating or lighting settings at the premises may be made.
13. If the terms and conditions of hiring are contravened in any way, the Manager 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.
14. 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.
15. 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.
16. The Hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.
17. 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.
18. 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.
19. No Koonung Cottage Community House staff are permitted to accept hospitality gifts, either cash or in kind, at any time. No gifts of this nature should be offered.
20. The Hirer will adhere to all applicable Health and Safety requirements.
21. 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 Manager.
22. The Hirer shall not sub-let the premises or any part thereof, 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.
23. Koonung Cottage Community House 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.
24. 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 Manager has been obtained.
25. No bolts, nails, tacks, screws, pins, or any other like objects shall be driven into any part of the premises. No highly flammable materials are to be brought into the premises.

26. No animals shall be brought into the premises except with the prior permission of the Manager.
27. No smoking is allowed on the premises, including the grounds.
28. The Manager 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.
29. Bookings will be scrutinised by office staff and refusal to take a booking may occur if the activity to be conducted is deemed to be not appropriate.
30. Koonung Cottage Community House reserves the right to terminate the booking and expel the hirer, including the hirers' invitees and guests due to any breach of the terms and conditions of hire and/or misconduct by persons at its sole discretion, and if the booking is so terminated, the hire fee will be terminated and no further bookings taken.
31. Koonung Cottage Community House reserves the right to refuse hire if the hirer's reason for hire does not align with our Code of Ethics.

### Schedule of Charges

The scale of charges will be set annually based on a realistic assessment of the real costs incurred by Koonung Cottage Community House, such costs to include, but not be limited to, heat, light, waste, water, insurance and staff costs.

Koonung Cottage Community House, in extreme and unavoidable, circumstances 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. Koonung Cottage Community House 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:

Space	Cost	No of persons
<b>Function</b> Minimum - 4 hour booking (whole house)	\$15/hr \$15 Public Liability Insurance \$75 total  *\$20 for indoor and outdoor toy hire *Additional hours at \$20/hour	120
<b>Community Group Meeting</b> Minimum - 2 hour booking (1 room)	\$20 with proof of Public Liability Insurance	Front room – 30 people Back room – 10 people
<b>Community Use</b> Minimum - 2 hour booking (whole house)	\$35 with proof of Public Liability Insurance	
<b>For profit groups or organisations</b> No minimum length booking (whole house)	\$25/hour with proof of Public Liability Insurance	Front room – 30 people Back room – 10 people

**Fees current and approved as at March 2018**