

# Les Reardon Reserve, Bywong Hall Hire Agreement

## Bywong Hall and Les Reardon Reserve

The Les Reardon Reserve and Bywong Hall are available for the benefit of local residents as a community recreational and meeting facility. The facility is owned by the Queanbeyan-Palerang Regional Council and is administered through a Committee of Council comprising of local residents — the s355 Les Reardon Reserve Committee (LRRC). The membership of the s355 Committee includes representatives from local organisations such as the Bywong Community Inc (Association), Geary's Gap Pony Club and other residents of Bywong.

The hall was designed and built by members of the local community who provided many hours of voluntary labour over a number of years. We ask that you respect the time and efforts of past and present residents whom facilitated and built this facility for the community's use, by ensuring the hall and grounds are maintained for future users.

## Conditions of Hire

Hirers are to enter into an agreement with the LRRC and are bound by the following conditions. Payment of hire fees and completion of the *Casual Hire Agreement* or *Annual Hire Agreement* documents is taken as an agreement to the conditions of hire as stated below, and in the individual *Hiring Agreements*. The LRRC controls hiring, and can accept hire requests subject to the conditions in the *Hiring Agreement* or refuse such requests for the hire of the facilities.

The following *Terms and Conditions of Use* apply to all hirers when an application for hire has been approved by the Les Reardon Reserve Facility Management s.355 Committee (LRRC).

Applications for hire of the Les Reardon Reserve and Bywong Hall are to be made in writing on the form provided. Hirers are to be bound by the following *Terms and Conditions of Use* and should read them carefully before signing. The application form must be completed by the person making the booking, who is required to be over the age of 18 years.

## Hiring the Hall and Reserve

The Hirer should not use the building for any purpose other than that specified on the Agreement. It is the responsibility of the Hirer to see that their guests understand and adhere to these conditions. Sub-letting of whole or part of the Hall is not permitted.

The facility will not be hired out for any teenage, 18<sup>th</sup> and 21<sup>st</sup> parties.

The Hire fee and Bond must be received by the LRRC before the date of Hall Hire, or keys will not be issued.

## Terms and Conditions of Use

The Hirer will agree to the following conditions:

- The Hall must be vacated by the end of hire and no later than 12:00 midnight. Cleaning up must be done before end of hire.
- Hirers must comply with the noise pollution guidelines under the *Protection of the Environment Operations Act 1997*. Please note that the police will be called if the hirer does not comply with the guidelines relating to noise and disturbance.
- The hirer will pay for replacement or repairs of any fittings, fixtures or equipment damaged during the time of hire.

The Hall and grounds must be left in a clean condition. The kitchen and toilets should be cleaned, the Hall swept, and any personal belongings (including food and waste) be removed and disposed of at your own expense, this includes emptying the toilet hand towel bins. All tables and chairs must be cleaned and returned to the storeroom and stacked in a safe manner. The Hirer may incur a cleaning charge if the Hall is left in an unclean state.

- All heaters, lights and taps must be turned off before leaving the facility, and the cog on the gas bottle closed, or an extra charge will be made via the bond.
- Smoking is not permitted in the building and all butts from smokers must be taken with you.
- Tents or marquees may not be erected without permission of the LRRC.
- The hirer accepts full and complete responsibility for loss of or damage to any personal property or any property on hire or loan to the hirer.
- The Hall key should be returned the day following the hire and should the key be lost full replacement costs will be the hirer’s responsibility including costs for change of locks if needed.

## Hire Charges

Charges are current until 30 June and subject to change 1 July each year. Hire fees applicable are dictated by the event date, not the booking date. The hire fees are inclusive of GST, the Bond has no GST applied. The Pricing Principle for all fees under the QPRC Fees and Charges Policy is “G”, which is under the “Economic/Social/Community Welfare” heading and stands for “Service promotes or encourages local economic or social activity”. The Pricing Basis is for Partial Cost Recovery.

Fee Name	Year 18/19 Fee (inc.GST)	Year 19/20 Proposed Fee (inc.GST)	Fee Basis
Pony Club — per annum for monthly exclusive use of the Reserve and Hall Equivalent of one full day per calendar month, including committee meetings one evening per month.	\$600.00	\$600.00	Per annum
Local Group Hire of Hall and Reserve (e.g. Car boot sale, Gymkhanas) per event	\$150.00	\$150.00	Per event
Local Group Permanent Hire of Hall: per annum e.g. Bywong Community Association, View Club	\$180.00	\$180.00	Per annum
Commercial entity (full day) 9:00am–12:00 Midnight 15 hours total	new	\$300.00	Per day
Commercial entity (half day) 9:00am–4:00pm OR 5:00pm–12:00 midnight 7 hours Maximum	new	\$150.00	Per half day
Casual hire of hall only (full day) 9:00am–12:00 Midnight 15 hours total	\$155.00	\$155.00	Per day
Casual hire of hall only (half day) 9:00am–4:00pm OR 5:00pm–12:00 midnight 7 hours Maximum	\$95.00	\$95.00	Per half day
Casual hire of hall only (third of day) 9:00am–1:00pm OR 2:00pm–6:00pm OR 7:00pm–11:00pm 4 hours Maximum	new	\$55.00	Per third of day
Bond full day hire	\$300.00	\$300.00	Per casual hire
Bond half a day and third of day hire	\$150.00	\$150.00	Per casual hire
Casual hire of hall only (2 hours)	\$25.00	\$25.00	Less than 2 hours

## Refundable Security Bond

The bond is fully refundable subject to any damages, cleaning, overstay of hire period, theft, misuse or vandalism of property.

After the event, in order to receive the bond refund, Hirers are requested to provide the bank account name/BSB and account number or the name to whom a cheque is to be made out. Any damage caused by the Hirer may result in a deduction of the bond and any damage that exceeds the bond charge will be invoiced. This amount will be advised in writing.

## Payment method

Payment for the hire fee and bond can be made by electronic funds transfer (EFT) into the Bendigo Bank Account:

BSB: 633 000

Account: 145 426 094

Name: Les Reardon Reserve Comm.

(Cash and EFTPOS facilities are not available.)

## Privacy

The Hirer's personal particulars that are given via the hall hire agreement will be kept in accordance with the *QPRC Privacy Policy (2017)*.

The Hirer's name, address, phone number and email address are collected for the purpose of hiring the hall. This information is collected to contact the hirer about their hire, such as key collection/return, inform them of the current state of facilities, general communication about their hire and contact them during hire should a noise complaint be made, plus follow up once hire is completed. Details are also retained should the need arise for a claim of damage to the facility.

The Hirer's bank account details are only collected for the sole purpose of refunding the bond, this information is only accessed by the Treasurer and Hall Bookings Officer.

## Annual Hire Agreement Les Reardon Reserve and Bywong Hall

Please complete and return this agreement, hire dates and a copy of your Certificate of Incorporation or Tax Exempt Charity Statement and Public Liability Insurance to:

Irrhallbywong@gmail.com OR attn: LRRC Hall Bookings Officer, 67 Birriwa Rd, Bywong, NSW 2621

*Please advise the Les Reardon Reserve Hall Bookings Officer if there are any changes to your group's details and contact person.*

Group: .....

Contact: .....

Postal address: .....

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Phone: .....

Email: .....

Monthly Hall Hire (date/time/purpose) and Annual Events Hire (date/time/purpose) are to be written on the following page, please ensure you contact the Hall Booking Officer should you change any of these dates and times so that they can be changed in the Hall Booking Calendar.

The hirer shall take out and maintain a Public Liability insurance policy with a reputable insurance office indemnifying Council and in the case of the facility being on a Crown Reserve indemnifying the Minister in the sum of not less than twenty million dollars (\$20,000,000) in respect of each and every claim that may arise as a result of your activities.

The hirer agrees that should the hirer breach any of the terms and conditions stated in the Hire Agreement, LRRC/QPRC shall be entitled to recover from the hirer the cost of remedying or rectifying any breach of this agreement, including legal and court costs of such recovery, and LRRC/QPRC shall be entitled to use the whole or part of the bond to remedy any breach and to demand from the hirer any balance owing if the bond is insufficient. The hirer will pay any such balance within 14 days of the demand.

Signed: .....

Name: .....

Position: .....

Date: .....

Hall Administration Only:		
Bookings on Calendar	Yes/No	
Annual Hire fee paid	Date:	Amount:

<b>Hirer to Complete</b>			
Monthly Hire times (Equals 1 day total /month)	Purpose:	Purpose:	Purpose:
	Date & Times as Below:	Date & Times as Below:	Date & Times as Below:
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
Annual Event Hire	Event:		
	Date:		Amount:
	Event:		
	Date:		Amount:
	Event:		
	Date:		Amount:
	Event:		
	Date:		Amount: