# Raglan Community Sporting & Social Committee Inc.

The Secretary
PO Box 354
Bathurst NSW 2795

Email: raglantennisandhall@gmail.com For Hall Bookings Call: 0458 824 800

Find us on Facebook: Raglan Tennis and Hall

# **Condition of Use for Raglan District Hall Hire**

## **Hiring of Hall Facilities**

All Hirers of Raglan District Hall (here after called 'the hall') will be required to enter into an agreement with Raglan Community Sporting & Social Committee Inc (here after called 'the Committee') and comply with the **Conditions of Use for Raglan District Hall Hire.** 

**Booking fees** are to be paid <u>prior</u> to using the facility. The Hirer is required to be over 18 years of age and The Committee may request proof of age prior to accepting the booking.

#### 1) Making a Booking

A **Hall Hirer Detail Form** is to be completed and forwarded to the Committee via post, email or in person, this form can also be submitted by the "Book Now" form on our website.

The Committee will contact the applicant to confirm the booking or if further information is required.

The Committee reserves the right to refuse any booking if it is considered that such a booking is not in the best interest in the preservation of its community facility.

#### 2) Payment

#### One Off Hire's

Payment must be made prior to date of hire. Payment can be made by direct deposit (BSB: 802 207 Acc: 41889) payable to Raglan Community Sporting & Social Committee Inc. Or via cash on the day of key collection.

The Hirer is required to purchase Public Liability Insurance from Bathurst Regional Council (The Cashier, Ground Floor). Proof of purchase is required **prior** to the hire.

## Weekly/Regular Hire's

Hirers with regular bookings are to pay for usage at the end of each calendar month, or as agreed (as noted on the Hall Hirer Detail Form or otherwise confirmed in writing with the committee).

Payments are to be made via direct deposit unless otherwise agreed.

The Hirer is required to provide a copy of public liability insurance to The Committee by the 30<sup>th</sup> July of each year, or as requested by The Committee in writing. Failure to do so will result in the cancellation of the hire.

#### 3) Hire Rates

Casual Hall hire fees:

Day hire fee (7am – 11pm) \$180.00

Hourly Rate: \$25.00

Tennis Court: \$10 per court per hour;

\$15 per court under lights per hour.

Council Admin Fee (payable to all hires excluding those who hold public liability insurance through their organisation)

\$99.00 (payable to the cashier at the council

offices at Russel st)

Cleaning deposit \$100 per day, to be negotiated for non-standard

booking

#### 4) Key

The facilities key is to be collected from the Booking Officer and can be arranged with the Booking Officer by telephone or email.

#### 5) Hours

The Hall is available for hire between the hours of 7am and 11pm.

The hall must be vacated by 12.00 midnight on Friday and Saturday.

The Protection of the Environment Operations Act 1997 states that:

"Musical instruments and electrically amplified sound equipment (e.g. radios, TVs, tape recorders, CD and DVD players, and home theatre systems must not be heard in a habitable room in a neighbour's residence Midnight to 8.00am on Friday, Saturday or any day preceding a public holiday and 10pm to 8 am on any other day."

#### 6) Bond

A bond of **\$100.00 cash** is required when collecting the key to cover any cleaning fees or damage incurred as a result of the Hirer's use of The Hall.

Arrangements will be made for a refund of the bond after the facility is deemed clean and damage free. Deductions will be made from the bond for cleaning costs, repairs and replacement of items. Additional fees in excess of the bond will be invoiced to the Hirer.

## 7) Tennis Court Tennis Court Code of Conduct

Raglan Tennis Club aim to provide a positive sporting environment for the benefit of all the community.

All persons utilising the Courts have a responsibility at all times to conduct themselves in an

appropriate manner, consistent with the rules and regulations listed below.

We ask users to be considerate of the those living in the vicinity of the Courts and keep any noise to a respectable level.

Abusive language or aggressive behaviour will not be tolerated.

## 8) Court Hire Rules and Regulations:

Courts are only to be used for their intended use – Tennis, Handball or other soft ball racquet sports. Under no circumstances are other ball sports (including Hockey) to be played, or are bicycles or skateboards to enter the Courts.

No smoking, eating or drinking (other than water) on the courts. This includes BBQs.

No alcohol is to be consumed on court or during a court hire.

No animals are to enter the court precinct.

Players are not required or expected to sweep courts after use. If you would like to play on a freshly swept court, please sweep your court at the start of your court time.

Players are asked to behave in a respectful manner at all times

Players are asked to limit noise before 9am each morning and after 7pm each evening

Please leave the court tidy, ensuring all garbage is properly disposed of in the bin provided. Should the bin be full, we ask you to please take any rubbish home with you.

## 9) No Smoking Policy

The internal are of the hall is a NO SMOKING AREA. Further, the Public Health Act 2010 prohibits smoking within 4 METRES OF ANY DOORWAY.

Non-compliance with the above may result in loss of bond and/or the hirer being refused any future use of the hall.

#### 10) Liquor

When alcohol is to be consumed, it is to be noted on Hall Hire Detail Form.

#### **THE LIQUOR ACT, 2007**

Section 7 of the Act stipulates it is an offence to sell liquor without a license. *Maximum penalty:* 100 penalty units or 12 months imprisonment, or both.

Section 117(1) of the Act stipulates it is an offence to sell liquor to a minor. *Maximum penalty:* 100 penalty units or 12 months imprisonment, or both.

Section 117(4) of the Act stipulates it is an offence to supply liquor to a minor, on any premises, unless the person is a parent or guardian of the minor. *Maximum penalty:* 100 penalty units or 12 months imprisonment, or both.

A 'minor' is a person under the age of 18 years.

## 'Liquor' means:

- (a) a beverage which, at 20° Celsius, contains more than 1.15% ethanol by volume, or
- (b) any thing that is not a beverage referred to in paragraph (a) but, for the purposes of sale, is held out to be beer or spirits, or
- (c) any other substance prescribed by the regulations as liquor.

#### 11) Cleaning

The Hirer is responsible for ensuring that the hall is left in a clean and tidy condition.

Hirers are required to supply all their own commodities for example dishwashing liquid, tea towels, coffee, tea, milk etc.

If the kitchen is used, benches and sink must be cleaned and left clear.

If refrigerator is used it must be emptied after use. Please ensure any spillage is wiped over. Items are not to be left stored in the fridge unless the bookings run in consecutive days.

Hirers who run sporting/dancing activities must clean walls or floors where marked by their use.

Return all tables and chairs to correct locations away from entrances and cupboard doors.

Wipe down all benches and tables.

Floors must be swept, and the vacuum cleaner emptied after each use and returned to storage.

Please ensure all rubbish from internal bins is placed in council garbage bins provided outside.

All cleaning is to be completed by the end of your booking.

A cleaning fee will be charged (\$50 per hour) if contract cleaners are required to clean after your event. This fee is increased to \$100 per hour if cleaners are required to clean over the weekend to accommodate other bookings.

#### 12) End of Hire Period

The Hirer must ensure that all lights, air conditioning, fridges (excluding the 'white' fridge) and cooking appliances are turned off at the end of each booking. All doors, fire doors and windows must be secured prior to leaving the facility.

## 13) COVID Requirements

The Hirer is responsible for all COVID related Safety Plans, hand sanitizer, QR code/attendance registrar and social distancing requirements. Hirers <u>MUST</u> check the NSW Health internet page for up to date information for holding a COVID Safe Event:

https://www.health.nsw.gov.au/Infectious/covid-19/Pages/latest-updates.aspx

https://www.nsw.gov.au/covid-19

https://www.nsw.gov.au/covid-19/what-you-can-and-cant-do-under-rules

The Hirer is responsible for ensuring that the maximum number of allowable people for a designated area is not exceeded.

NSW Police are the responsible authority for policing Public Health Orders. The Hirer is solely responsible for any orders made by NSW Police.

## 14) Liability Indemnity

The Hirer unconditionally releases all claims, suits, demands, actions or proceedings (whether at law, in equity or arising under any statute) which The Hirer has or may have against the Committee, its officers or agents (other than The Hirer) arising out of or in connection with an act, default or omission of The Hirer or any of its officers or agents. The Hirer agrees not to sue or make any claim or demand against the Committee, its officers or agents in respect of matters covered by this release.

The Hirer indemnifies, holds harmless and defends the Committee, its officers or agents (other than The Hirer) against loss (including legal Costs and Expenses) or liability reasonably incurred or sustained by any of the indemnified persons arising from a claim, suit, demand, action or proceeding by any person against any of the indemnified persons where the loss or liability arises out of or in connection with an act, default or omission of The Hirer or any of its officers, employees, clients, invitees or agents.

The Hirer agrees that indemnity granted under this clause shall continue in full force and effect irrespective of the fact that this Agreement may have terminated.

## **ACKNOWLEDGEMENT**

I acknowledge that I have read and accepted the Conditions of Use for Raglan District Hall Hire, which is the agreement between the Hirer and Raglan Community Sporting & Social Committee Inc.

I acknowledge that if these conditions are breached my agreement with Raglan Community Sporting & Social Committee Inc will be terminated.

I acknowledge that my booking is not confirmed until this form is submitted and approved by the Committee.

I acknowledge that I have checked the NSW Health internet pages, have a COVID Plan if required, am supplying hand sanitiser and will not exceed the maximum allowable persons in each designated area.

I have supplied a copy of my Public Liability Insurance Policy (Certificate of Currency) where applicable.

Signature	 	 
Date	 	 
Print Name	 	 

Please return a signed copy or send an email stating you have read and accepted Conditions of Use For Raglan Community Hall Hire to The Secretary: <a href="mailto:raglantennisandhall@gmail.com">raglantennisandhall@gmail.com</a>