

## **Introduction**

Kununurra Progress Association 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 policy is to balance the competing needs of the Kununurra Progress Association and potential community hirers; to provide a guide for consistency and to make the conditions of lettings and hires clear, now and into the future.

## **Policy**

Kununurra Progress Association will

- Require all hirers to adhere to the published and agreed Conditions of Hire;
- Charge according to specified categories & the amounts listed in the Schedule of Charges;
- Have all charges approved annually at the AGM
- Not discriminate on the any grounds;
- Retains the right to refuse an application for any reason at any time; and
- Review this policy to maintain currency every other year.

## **Responsibilities**

It is the responsibility of the **President & Committee**

- 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 hire of the facility, whether in part or in full.
- to manage any hire of equipment owned by the KPA.

## **Authorisation**

President

3 December 2014

Kununurra Progress Association

Common Seal

## **Procedures Of Hire**

### **Applications**

All applications for the hire of any premises or any part thereof must be in writing and must be forwarded to the Lettings Officer. All applications and Hire Agreements must be presented at the next Committee Meeting.

A Hire 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**

A \$500 Bond is due on receipt of KPA's confirmation of the Hire Agreement document and shall be non-refundable in the event of the hiring being cancelled by the hirer less than 24 hours prior to the agreed start of the hire period.

The balance of the hiring fee shall be payable 10 days before the hiring commences, and if any extra hire charge or care-taking 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 the whole 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 KPA'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.

## **Attachments**

- [Appendix A: Categories of Use](#)
- [Appendix B: Schedule of Charges](#)
- [Appendix C: Movie Selection Guidelines](#)
- [Appendix D: Document Versions](#)

## **Authorisation**

President  
3 December 2014  
Kununurra Progress Association

Common Seal

## Categories of Use

Charges will be levied at one of three rates:

1. not-for-profit;
2. cost recovery;
3. commercial.

### 1. Not-For-Profit

This category includes

- all authorised use by staff or members
- hire by local not-for-profit- groups searchable on the Department of Commerce WA “Associations Online” search engine; for the purpose of fundraising and approved by the Committee to be charged at this rate.

### 2. Cost Recovery

This category includes

- all lettings for statutory purposes (e.g. polling station)
- all lettings by all other not-for-profit organisations
- all lettings by local not-for profit groups for purposes other than fundraising.

### 3. Commercial

This category includes

- all lettings not covered within the two prior categories
- hire by commercial organisations for profit-making events
- hire by individuals for private functions.

Lettings that would otherwise be categorised as ‘commercial’ may be classed as ‘cost recovery’ if they 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.

## **Schedule of Charges**

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

Charges will consist of a set rate plus a bond. The set rate can be discounted upon application in writing. Please pay the bond by cheque or cash, separately from the hire charges.

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, Kununurra Progress Association reserves the right to levy a charge. The Lettings Officer should be informed immediately and all cancellations should be confirmed in writing.

Kununurra Progress Association, 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. Kununurra Progress Association 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.

All Hire Fees are negotiable - becoming a member of the Kununurra Progress Association will be entitled to a reductions in rates, donations to the KPA, offers to volunteer time/resources, attend busy bee's will also warrant a review of fees.

However, in all applications for hire, the fee will be set, hirer advised and it will be up to the hirer to then apply for a review/discount. Please ensure you allow sufficient time for the Committee to review your request, as it must be minuted in a Committee meeting.

If a discount is provided and the hire conditions are not met, the Committee reserves the right to refuse all future discount requests and to request the full hire payment.

**CURRENT FEE STRUCTURES:**

<b>GROUND'S ONLY</b>	<b>Friday or Sunday</b>	<b>Saturday</b>	<b>Mon-Thur</b>
<b>Not for Profit</b>	Free	\$5/hour OR \$50/day	Free
<b>Cost recovery</b>	\$5/hour OR \$50/day	\$10/hour OR \$100/day	\$5/hour OR \$50/day
<b>Commercial</b>	\$25/hour OR \$500/day	\$50/hour OR \$1000/day	\$10/hour OR \$100/day

Grounds Only Hire includes:

- Secure and exclusive use of the Picture Gardens grounds
- Access to Toilets by negotiation
- Access to lighting by negotiation
- Parking area

Grounds Only Hire does NOT include:

- Access to Kiosk or Projection Room.
- Access to Power

Power is to be charged as a flat fee of \$50 per day, if required.

Please advise if set up and pack down is to be performed on additional days.

<b>“FOOD STALL”</b>	<b>Friday or Sunday</b>	<b>Saturday</b>	<b>Mon-Thur</b>
<b>Not for Profit</b>	Free	Free	Free
<b>Cost Recovery</b>	\$10/stall	\$20/stall	Free
<b>Commercial</b>	\$50/stall	\$100/stall	\$10/stall

Food Stall Only Hire only applies to applications seeking to provide additional services to a Kununurra Progress Association Event and includes:

- Secure and exclusive use of the Picture Gardens grounds
- Access to Toilets
- Exclusive location adjacent to the Kiosk Area
- Parking

Food Stall Only Hire does NOT include:

- Access to Kiosk or Projection Room.
- Access to Power or Lights

Food stalls used as part of a larger hire are at the discretion of the KPA and the overall hirer.

Power is to be charged as a flat fee of \$50 per day, if required.

<b>“STAGE ONLY”</b>	<b>Friday or Sunday</b>	<b>Saturday</b>	<b>Mon-Thur</b>
<b>Not for Profit</b>	Free	\$20	Free
<b>Cost Recovery</b>	\$20/day	\$50/day	Free
<b>Commercial</b>	\$100/day	\$250/day	\$100/day

Stage Only Hire includes:

- Access to the Stage area with the Picture Gardens grounds
- Use of the grounds within the Picture Gardens
- Access to Toilets
- Parking

Stage Only Hire does NOT include:

- Access to Kiosk or Projection Room.

Power is to be charged as a flat fee of \$50 per day, if required.

<b>“PICTURE GARDEN”</b>	<b>Any non-regular KPA Screening Night</b>	<b>KPA Regular Screening Night</b>
<b>Not for Profit</b>	Cost of Movie + \$100	Cost of Movie/s + \$100
<b>Cost Recovery</b>	Cost of Movie + \$500	Cost of Movie/s + \$500
<b>Commercial</b>	Cost of Movie + \$1000	\$2000

Picture Gardens Hire includes:

- Movie(s) of your choice - within the Movie Selection Guidelines.
- The services of a “Fat Controller” to coordinate Movie Projection, other tasks by negotiation.
- Secure and exclusive use of the Picture Gardens grounds
- Use of the Kiosk by negotiation
- Access to Toilets

Picture Gardens Hire does NOT include:

- Volunteers to assist (as per a regular KPA Movie Night)

Fees current and approved as at **17 December 2014**

## Movie Selection Guidelines

KPA cannot screen R rated Movies. It is illegal to screen R rated movies in a public open space.

Please discuss your movie choices with the Committee/Cinema Controller as soon as possible to ensure the selections are able to be played.

“New” movie selections must be made at least 6 weeks in advance of the hire, movies that have been recently screened can be requested in shorter time frames. The longer the time frame the better, it is advised to request movies as early as possible.

The Cinema Controller is available to discuss selections based on your needs - example, rescreening a recent release would be a good choice for a fundraiser, however the hire fee will be significantly more than for an older release. Conversely the older release may not be available in our format, may be unavailable due to another hire in place.

Movie charges are highly unpredictable. The sooner you make a selection, the sooner we can enquire as to costs. Some distributors charge per admission, some per screening, others as a percentage of gate takings. It may be that we are unable to advise the cost of the movie until after the screening, you will be advised of this as soon as practical.



## Document Versions

<b>Policy Version</b>	<b>Drafted by / Position</b>	<b>Approved by Committee</b>	<b>Scheduled review</b>
1.1	Carolyn Gasmier, Secretary	3 December 2014	December 2016

<b>Procedures Version</b>	<b>Drafted by / Position</b>	<b>Approved by Committee</b>	<b>Scheduled review</b>
1.1	Carolyn Gasmier, Secretary	3 December 2014	December 2015