



# HALL HIRE TERMS AND CONDITIONS

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## Conditions

### 1. General Terms & Conditions

1. Applications for hire of one of Council's halls shall be made in writing on the prescribed form and shall be signed by a person over the age of eighteen (18) years who will be responsible for payment of fees and any other charges arising from the hire and for the observance of these conditions.
2. In the event of any dispute or difference arising as to the interpretation of these conditions or as to any matter or thing herein contained, or as to the meaning of any of these terms and conditions, or as to what service or staff or concomitants of letting are to be provided by Council free of charge, the decision of the General Manager thereon shall be final and conclusive.
3. No hiring arises unless Council agrees to the hire in writing.
4. Neither Council, nor any of its officers or servants, shall be liable for any loss or damage sustained by the Hirer, or any person, firm or corporation supplying any article or thing to the Hirer, by reason of any such article or thing being lost, damaged or stolen.
5. The Hirer shall be responsible to Council for any claim for compensation arising out of any action taken by any person or persons carrying out work on behalf of the Hirer.
6. Sub-letting of the hall or any section or part thereof is absolutely prohibited and will not be recognised under any circumstances.
7. All regulations issued under the Theatres and Public Halls Act 1980, as amended, shall be deemed to be incorporated in and form part of these conditions, as far as practicable.
8. The Hirer shall ensure that the number of persons attending any function shall not exceed the numbers specified by Council.
9. The Hirer undertakes to comply with all safety precautions as directed by Council's Caretaker.
10. Any dispute arising between the Hirer and the Caretaker shall be referred to the General Manager whose decision thereon shall be final and conclusive.
11. The Hirer undertakes not to use the entrance pathways for any purpose other than access by pedestrians.
12. The General Manager or his representative may, at his discretion, because the entrance doors to the hall to be closed and refuse admission to any person or persons.
13. All exits shall be maintained clear and usable without hindrance.
14. The Hirer undertakes to indemnify the Council and agrees to keep the Council indemnified against all actions, suits, proceedings, claims and demands, costs and expenses whatsoever which may be taken or made against the Council or incurred by it arising out of any injury or damage to any person from or during the use of the hall and will keep the Council well and truly indemnified against any loss or expense the Council may suffer arising out of damage to Council's property during such hiring.
15. If, in the opinion of Council's Officer, any function has become disorderly, he shall have the authority to terminate the function immediately and, if necessary, to summon the Police.

16. The Hirer shall be responsible for the maintenance and preservation of good order and undertakes, in connection with the use of the hall, not to allow any disorderly conduct. Should it become necessary during the occupation of the hall for the Hirer to leave the premises, the Hirer must nominate a responsible person to act on his/her behalf.

## 2. Hiring Fees

1. Persons hiring a hall shall lodge a security deposit as detailed in Council's Schedule of Fees and Charges, which shall be used, if necessary, to compensate Council for the cost of extra cleaning which may be occasioned or making good any damage caused, or which might be expected, or if the hall is not vacated within thirty minutes after the expiration of the period of hire.
2. The full hiring charge and the security deposit shall be paid at the time of application. In the event of cancellation by the Hirer, 25% of the hiring fee shall be forfeited. In the event of a subsequent booking for the same date and time, following a cancellation, the full amount paid by the original Hirer shall be refunded.
3. Council expressly reserves the right to revise fees and charges without notice from time to time, as may be found necessary.
4. The hall is let on the rules and conditions abovementioned and the payment by any person of any sum by way of rent for the hall, and the issue to any person by or on behalf of the Council of any receipt for such sum, shall be deemed to be an acknowledgement and acceptance by such person of the conditions and stipulations contained therein.

## 3. Timings

The halls are not available for hire beyond the hour of 11.00 pm and Sunday evenings except with the express permission of Council.

## 4. Clean/Conditions

The premises must be left by the Hirer in a reasonably clean condition and all goods, properties or materials brought in by the Hirer or by any other person on behalf of the Hirer must be removed from the premises within thirty minutes after the expiration of the period of hire.

The Hirer shall be responsible for the cost of making good any damage caused to the building, furniture or fittings arising out of and in the course of the hiring, reasonable wear and tear excepted. Nails, screws or any other fastenings must not be driven into or attached in any way to walls, floors, furniture or fittings.

Hirers using Council's tables for serving or handling refreshments of any kind must provide suitable tablecloths or other approved means of covering for all such tables. All coverings are to be approved by a Council Officer and the use of printed paper is not permitted.

No furniture or other contents are to be removed from their usual position without reference to the Council Officer.

Wooden or metal stands, equipment or materials of any kind must not be placed in the hall without prior approval and any such fittings permitted must be carried and not dragged along the hall floor

## 5. Power

Unless express permission is given otherwise, the electric light, air conditioning power and all other apparatus may only be operated by the Officer in charge. In any case, the installation and operation of any auxiliary apparatus must be to the satisfaction of Council officers.

No connection to or interference with the electrical installations, lighting effects, sound system or stage fittings or other properties, nor the use of any apparatus for broadcasting or otherwise, will be allowed without the permission of a Council Officer.

An orchestra comprising electronic equipment of any kind shall be restricted to not more than three amplified instruments.

## 6. Alcohol

The Hirer shall not bring any alcoholic liquor into a hall nor shall the Hirer permit other persons to bring such liquor into the hall unless the approval of the Department responsible for administration of the Liquor Act has first been obtained. Evidence of such approval having been granted should be presented to the Council office not later than seven days prior to the hiring. Note: The nearest Licensing Branch is at Gladesville Police Station (telephone 9879 9699).

When approval has been obtained as aforesaid, alcoholic liquors, including beer, shall not be brought on to the premises in containers having a capacity greater than 40 litres.

Where drinks are served, the floor must be protected against spillage.

The opening of bottles or the consumption of alcoholic liquors in the foyer is prohibited, and the Hirer shall not under any circumstances allow or permit any person to take or use any form of liquid or other refreshment in the foyer.

## 7. Smoking

The Hirer undertakes to ensure that no person shall smoke in the hall auditorium, stage, dressing rooms, kitchen and storage areas within the building in contravention of Clause 73 of the Theatres and Public Halls Regulation 1988.

Council adopted a No Smoking Policy in Playgrounds & Public Spaces on 12 June 2012. Failure to comply with this policy may result in a heavy penalty. Penalty notices are regulated under s.632 *NSW Local Government Act 1993*.

## 8. Other Restricted Items

The bringing into the hall or the use therein of confetti, chewing gum, fireworks or any other articles deemed by Council's Caretaker to be objectionable is prohibited, and the placing or throwing of matches, cigarettes, cigars and the like on furniture, fittings, floors or elsewhere than in the receptacles provided is expressly prohibited.

Where lighted candles are to be used for illumination or table decoration, no aerial decoration shall be permitted.

## 9. Use for Sale of Goods or Advertising

Cigarettes, tobacco, ice cream, chocolates or any other confectionery or refreshment of any kind whatsoever will not be permitted to be sold in the hall, galleries, foyer or in any other part of the premises without the consent in writing of, and subject to any conditions which may be imposed by, the General Manager.

The Hirer or promoter shall not advertise any function, or erect, affix, paint, post, chalk or display any sign, notice or device or representation in the nature of an advertisement, anywhere in the Municipality without Council's written permission.

## 10. Films

The screening of films larger in size than 16mm is expressly prohibited.

No cinematograph projector or any other exhibition or entertainment of the like kind shall be permitted to take place in the hall or any section or part thereof, without the approval of the Council Officer being first had and obtained, and the Hirer shall, at his/her own expense, provide such protective apparatus and appliances as may be directed by the General Manager in order to comply with the regulations made under the provisions of the Theatres and Public Halls Act 1980, as amended.

The Hirer or promoter shall undertake to properly observe all of the provisions of the Commonwealth Copyright Act and to pay any royalties due under that or any other Act in respect of the hiring. The Council reserves the right to cancel the booking and the use of the hall where it appears that these provisions will not be observed.

The Hirer undertakes to indemnify Council and to free it of any obligation in respect of the Commonwealth copyright Act.

## 11. Entertainment

It is a condition of letting for the purpose of concert or band performances that, in the event of the responsible Department or Authority declining to sanction the same or any item on the programme, no liability or responsibility of any kind shall devolve upon the Council or any of its officers in respect of such letting, and the Hirer shall not perform or give or permit to be performed or give any concert, band performance or items aforesaid which has not received the previous sanction of the Department or Authority, and shall indemnify the Council and its officers against all actions, claims, demands, costs, charges, expenses, fines, penalties and forfeitures arising out of any breach of this condition by the Hirer or his servant or agent.

## 12. Cancellation

Council expressly reserves the right, without giving any reason, to refuse to accept any booking or to cancel any booking already made. Council shall not be liable in any way for any loss or damage or otherwise in consequence of the exercise of this right. In these circumstances, Council may refund any portion of the amounts paid on account of fees if such refund is considered to be warranted.

## 13. Noise

The hirer must ensure that noise levels are kept to a minimum to avoid disturbance to others users and residents in adjoining areas. Noise levels must not exceed 60dbi at the edge of any sporting event. 60 DBI is equivalent to the noise made in a regular conversation.

The use of sound amplification systems and microphones is prohibited unless prior approval is provided by the Council.

## 14. Keys

Where the hirer is given keys to the Halls then copies must not be made of them.

The keys remain the property of the Council and are returnable on demand. A fee, as determined by the Council is payable in respect of any lost keys.

Keys must not be passed on to another organisation or individual without the prior written consent of the Council.

The hirer will be required to pay the cost of replacement of any keys if they are lost or not returned to the Council.

## 15. Security

Council is responsible for the overall security of all Council facilities. However, in using the Sporting fields or Reserves, including the Common areas (where applicable) the hirer is required to ensure that:

- a. Buildings are secured when not being used.
- b. When a key is issued to the hirer, it is not to be copied for any reason. and must be returned to the Council at the end of the Hire Period or the Term or as agreed
- c. Gates and doors are to be locked when the hall is not in use.
- d. The hirer must notify the Council of the hirer's authorised representative who is to be responsible for locking doors/gates and must provide the Council with a contact number in case of emergencies.
- e. The hirer must advise the Council immediately if there is any breach of security.

## 16. Waste Management

To ensure that the Halls are preserved, the hirer must ensure the removal of all waste generated by the hirer and its guests, visitors and canteen operators.