

TEMORA SHIRE COUNCIL



TERMS OF USAGE FOR TEMORA MEMORIAL TOWN HALL

ACTIVE

Review Details

ABOUT THIS RELEASE

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REVIEW

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1. Definitions

“The Council” shall mean the Council of the Shire of Temora, and where not inconsistent with the context shall include its officers and servants.

“Hour” wherever referred to shall include an part of any hour.

“Premises” shall mean the Temora Memorial Town Hall, Supper Room, Foyer, Deck, Stage, Under Stage, Kitchen, Toilets, or other room necessary thereto.

2. Applications for hire

In all cases application for the use of the premises shall be made to the General Manager by written application on the form provided with a minimum of two (2) weeks notice; and

The Council reserves the right to reject any application without stating any reason therefore.

3. Deposit

A deposit in accordance with the Schedule of Charges may be required to be lodged with the application at the Council’s discretion.

A ‘special deposit’ of Four Hundred Dollars (\$400.00) shall be paid as a provision against any damage to the premises or its furniture when the Premises are hired for Weddings, Balls, Discos, Dance Recitals, Pet Shows etc .and the Glycol System in the bar is used.

A ‘Bond’ of One Hundred and Fifty Dollars (\$150.00) shall be paid for the hire of the premises as a provision against any damages and cleaning costs.

Whenever it is deemed necessary the Council may for the hiring of the Premises for other uses direct that a similar sum shall be paid.

The whole or any part of the said sum may be forfeited to the Council at its absolute discretion in full or partial compensation for any such damage occasioned during the hiring, but without prejudice to the right of the Council to recover from the Hirer any additional amount by way of compensation as aforesaid.

4. Alteration of booking

Should a Hirer desire to change the date booked and make application for such change at least fourteen (14) days prior to the original booked date, the Council may make such alteration at its discretion without forfeiture of deposit.

5. Cancellation of hire

Notwithstanding that the Hire of the Premises may have been duly entered into in accordance with these conditions, the Council reserves the right at its absolute discretion to cancel the hiring. If the hiring is cancelled under this clause the deposit paid shall be refunded to the Hirer who shall have no claim of any kind whatever, either at law or in equity, whether for loss, expenses, damage or otherwise in consequence of such cancellation.

6. Hirer not to sublet

The Hirer shall not sublet or part with the possession of the Premises or any section or part thereof.

7. Smoking

The Hirer shall not permit and shall prevent smoking inside the Premises. Smoking may be carried out in a designated outdoor area approved by the Director of Environmental Services. These areas are the deck for the Main Hall/Supper Room and the forecourt for the Foyer.

8. Intoxicating liquors

Intoxicating Liquors shall not be sold in the Premises unless prior permission to do so has been previously obtained from the Council, NSW Police and the Office of Liquor and Gaming. All liquors sold must be in accordance with the NSW Licensing Laws, particularly relating to underage and intoxicated persons. All license conditions must also be complied with including all responsible service and security conditions that are place on any license issued.

9. Defacing of walls

The walls, doors, floors or any other part of the Premises **MUST NOT**, under any circumstances, be defaced by the use of nails, screws, or the like. No writing, printing, painting or decoration to be made on any ceiling, wall or door.

10. Responsibility for damage

The Hirer shall be responsible for and make good any loss or damage to any part of the building, or to furniture, fittings, appliances or other apparatus, occasioned during or as a result of the hiring and shall upon demand by the Council pay to it such sum as may be incurred the Council in restoring such damage. The decision of the Council as to the amount payable to make good such loss or damage shall be final and conclusive and shall be binding upon the Hirer.

11. Supervision

The Hirer shall have complete control and supervision over all means of ingress and egress and over the openings of the doors and the admission of the public and the Hirer or their representatives shall act under its direction in this respect.

12. Preservation of order

The Hirer shall be responsible for the maintenance and preservation of good order in the Premises and in the approached thereto throughout the whole duration of the hiring.

13. Use of confetti/glitter or similar

The use of confetti, glitter or similar in any part of the Premises is strictly prohibited.

14. Receipt and removal of articles

The Hirer shall make adequate arrangements for the receipt in custody of all articles and things supplied to them at the Premises or any section or part thereof during the period of hiring and for the removal thereof upon the termination of such period.

15. Extra lighting

Extra lighting shall not be installed in the Premises without the permission of the Council or its authorised representative. Where such permission is granted, such lighting must be installed ONLY by a duly licensed electrician.

16. Fireproofing decorations

All scenery and decorations made of combustible material which the Hirer wishes to install in the Premises, must be first rendered FIREPROOF. The responsibility for the fire-proofing such material rests with the Hirer. All decorations proposed to be installed may be tested prior to the function and, if they are found not to be fire-resistant, permission for their installation will be refused, and they shall be removed from the Premises by the Hirer.

17. Removal of articles & cleaning or premises

Whilst the basic cleaning of the facility used has been factored into the cost of the rental charge, it is the Hirer's responsibility to remove/store away any property/equipment that has been set up in conjunction with the facilities use (eg tables, chairs, kitchen equipment). Please see the Guidelines for Town Hall Cleaning for further information.

The Hirer must leave the Premises in a clean and tidy condition. Failure to do so will render the Hirer financially liable (or forfeit of any bond paid) for the actual cost of reinstating the facilities used to acceptable standard.

18. Cleaning of bar

It is the Hirer's responsibility to ensure that if the bar facilities have been used the lines have been cleaned by the Publican and they are reinstated to an acceptable standard. Failure to do so will render the Hirer financially liable (or the forfeit of any bond paid).

19. Entry for inspection

Any officer or servant of the Council in the course of their duty shall have the right to enter on and remain in the Premises and every part thereof at all times during the hiring for the purpose of inspection or otherwise without payment for admission but he or they shall not be entitled to any seat or privilege beyond entry as Council officials.

20. Seating accommodation

Standing on furniture or permitting footwear to rest on any wall or door, or any furniture is STRICTLY PROHIBITED: and

No person shall be allowed to sit on window sills, steps, or any other part of the Premises not intended to be used for seating. The use of the stage floor is restricted to functions, requiring the use of the stage area, such as concerts, play, balls, dances, presentations, meetings, and the like, but shall not be used for general seating accommodation. No seating shall be permitted in the passageways or aisles.

21. Council liability

The Council shall not be responsible for or incur any liability in respect of any loss occasioned by the Hirer through accident or any kind or electricity failure or any other cause; and

Neither the Council, nor any of its servants shall be in any way responsible or incur any liability for any damage to or loss of any property whatsoever placed in the Premises by the Hirer or any person on their behalf.

All Hirers of the Town Hall must either hold a current Public Liability Policy or take out a special Occasional Hirers Public Liability Proposal.

The above policies must be held PRIOR to the hall being used, and entry to the hall may be refused if cover is not affected.

22. Passageways to exits to remain clear

The Hirer shall maintain clear and trafficable without hindrance passageways, entrances, exits and aisles provided in the Premises.

23. Theatres and public hall act

The Hirer shall comply in all respects with the Theatres and Public Halls Act, 1908, as amended, and all regulations made thereunder.

24. Interpretation

In the event of any dispute or difference arising as to the interpretation of these conditions or as to the meaning of any of them or as to any matter or thing herein contained the decision of the Council thereon shall be final and conclusive.

25. Hiring subject conditions

Any engagements of any kind in the Premises shall be subject to the Conditions of Hire applicable at the date of hire of the Premises and the Hirer shall be deemed to be aware of all such conditions.

26. Authority of caretaker

The Caretaker of the Premises shall have full authority to supervise the hiring and to issue directions where the Conditions of Hire are not being complied with. In the event of such direction or any of them not being complied with, the hiring may be cancelled forthwith by the Caretaker, in which case the 'special bond' will be forfeited.

27. Hire of equipment

Chairs, tables, crockery and cutlery may not be hired for use outside the Town Hall. The exception to this clause is that charitable institutions may hire the equipment subject to application to Council, and consideration given on a case by case basis.

28. Piano tuning

The piano is available to hire upon request, an additional fee applies. The Council will arrange for annual tuning of the piano in April. If users require additional tuning of the piano, this may be arranged with permission of the Council at the hirers' expense.

29. Request to waive hire fees

The Council may consider waiving up to 50% of the hiring fees upon written request. Written request must be received by Council at least 6 weeks prior to the function date. The Council will generally only consider waiving part of the fees where the event is for charitable purposes. Event organisers are advised to include hall hiring costs within ticket prices.

30. Review of Document

Council reserves the right to add to, amend or alter these conditions.

This Terms of Usage document will be reviewed in 12 months, from date of adoption by Temora Shire Council.