



**APPLICATION AND AGREEMENT
FOR HIRING OF THE SAUER MEMORIAL HALL
2022/2023**

Privacy and Personal Information Protection Notice (S.10 PPIP Act 1998)

Your information will be stored and used by Armidale Regional Council only for the purposes of liaising with you regarding your intended use of Council's facilities. The provision of information is voluntary; however failure to provide requested details may result in your application to use Council facilities declined.

Applicant:

(Company, Group Name or Organisation is required if applicable)

Address:

Postcode:

Contact Details:

Phone:

Fax:

Email:

Nominated Responsible Person (s):

(This person needs to be present and accessible during the function and present at finish time)

1. Function Details

Type of Function:

Date (s) Required:

Preparation Date (if applicable):

Preparation Time:

(Time required setting up for function)

Function Start Time:

Function Finish Time:

(Please allow for cleaning up time after function when putting down finish time. Finish time is time Hall will be vacated)

2. Is alcohol to be:

(A) Consumed in the Hall? YES NO (Refer Condition 30a – conditions of hire)

(B) Sold in the Hall? YES NO (Refer Condition 30b– conditions of hire)

3. Smoking

Attention is drawn to Armidale Regional Council's policy that smoking is not permitted in any part of the building.

4. Insurance Details (Refer Clause 14 - Conditions of Hire)

A current Public Liability Insurance Policy is required for commercial type functions.

Name of Insurance Company:

Sum Insured (Minimum \$10 Million): \$

Policy Number:

Expiry Date:

I hereby certify that:

- The information provided above is correct.
- I have received a copy of the Conditions of Hire for the Wollomombi Hall and agree to comply by the Conditions as detailed therein.
- I understand that a booking is not classified as held until all charges are paid.
- I understand that as the Hirer of the Wollomombi Hall, I am responsible for the safety and wellbeing of the patrons using the Wollomombi Hall.

NOTE: All charges must be paid at least two weeks prior to the Event.

Signature: _____

Date: _____

5. Fees and Charges

Public Based Hall Rental Per Day (4 hours and over): @ \$150.00 \$

Public Based Hall Rental Per Hour (less than 4 hours) @ \$25.00 per hour: \$

Community Based Hall Rental Per Day (4 hours and over): @ \$100.00 \$

Community Based Hall Rental Per Hour (less than 4 hours) @ \$25.00 per hour: \$

Sub Total: \$

Less Adjustment: \$

Bond N/A

Insurance (if applicable) \$
(Refer to Clause 14 Conditions of Hire)

Total Fees and Charges:

\$

Receipt No:

Date:

6. Conditions for hire of the Sauer Memorial Hall.

1. The Hall is to be left in a clean and tidy state to the satisfaction of the Wollomombi Hall Committee. This includes sweeping and mopping of floors and **all rubbish to be removed by Hirer**. (NB It may be necessary to deduct cleaning expenses from the Bond).
2. In all cases applications for the use of the Sauer Memorial Hall shall be made to the Secretary of the Wollomombi Hall Committee by written application on the form provided by the Wollomombi Hall Committee and the Applicant shall furnish full particulars of the nature and the purpose for which the Hall is being hired.
3. All charges for hire shall be paid to the Secretary of the Wollomombi Hall Committee strictly in advance. The Hall will not be considered to be booked or engaged unless the Hirer complies with the terms of these conditions and access to the Hall will not be given until the full amount as been paid. If the Hall is not used after being engaged no refund of any money paid as a deposit or for hire will be given to the hirer, unless written advice of cancellation is received by the secretary of the Wollomombi Hall Committee at least 7 days prior to booking date.
4. Use of the Sauer Memorial Hall for public entertainment shall be subject to the following special conditions:
 - (i) Any intending Hirer of the Hall for the purpose of promoting a “Pop” or “Rock” Concert or any form of entertainment which is popularly known to fall into this form of entertainment, irrespective of the name or designation it is given, shall lodge with the Secretary of the Wollomombi Hall Committee at the time of making application on the prescribed hiring application form a cash deposit of \$1,000.00.
 - (ii) That all musical items, material and acts of any kind banned by the Government for presentation on television, or radio, or stage, shall not be presented on any part of the premises, nor shall any other musical item, material or act, either with or without the Hirer’s consent, which incites or susceptibly incites infringement of the proper and correct code of behaviour between male and female or is in any manner deemed to be immoral or offensive be presented, and in the instance of any contravention of these conditions the Hirer shall forfeit the deposit of \$1,000.00 paid and shall not in any circumstances have any claim for loss or damage of any kind in consequence thereof.
5. The Wollomombi Hall Committee shall be at liberty to refuse to hire the Hall to any applicant. Notwithstanding that the hire of the Hall may have been duly entered into in accordance with these conditions and that the deposit or hire money has been paid, the Wollomombi Hall Committee shall have power, should they in the exercise of their judgement see fit to cancel the hiring and direct the return of the deposit or hire money to the Hirer who hereby agrees in any such case to accept same and to consent to such cancellation, and the Hirer will not have any claim at Law or in Equity for loss or damage of any kind in consequences thereof.
6. The Hirer shall not sub-let the Hall or any section or part thereof under any circumstances, and no such sub-letting or parting with the possession of the Hall or any part thereof will be allowed by the Wollomombi Hall Committee.
7. The floors, walls or any other part of the Hall or other rooms shall not be broken, pierced by nails, screws or other contrivances, nor shall any writing, printing, adhesive or tape or decoration be made on such walls and no proscenium scenery, fittings, decorations, posters, advertisements, flags, shields or other emblems of any kind shall be erected, fixed, hung, or displayed in or upon the building or any part thereof without the previous consent of the Wollomombi Hall Committee.
8. No advertising of any description or kind shall be permitted upon or in any part of the Hall or premises or approaches thereto except with permission of the Wollomombi Hall Committee. The Wollomombi Committee if they are of the opinion that any notice exhibited is for any reason unsuitable, improper or undesirable may require its removal or alteration forthwith.
9. No flammable materials shall be used as decorations in any manner as to endanger the Hall or Hall patrons, unless they have been treated with a fire retarding solution. **Hirers' use of hay bales and tree branches as decorations or “props” is specifically forbidden.**

10. The Hirer shall be responsible for and shall make good any loss or damage to property, walls of building, scenery, furniture, fittings, appliances, or apparatus and shall forthwith upon demand by the Wollomombi Hall Committee pay to them such sum to make good such loss or damage as they may demand from the Hirer and the decision of the Wollomombi Hall Committee 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. The Wollomombi Hall Committee shall have complete control and supervision over all means of ingress and egress and over the opening of the doors and the admission of the public and the Hirer or his representative shall act under their direction in this respect. The Hirer or his representative must be in attendance at least fifteen (15) minutes before the time of opening the doors.
12. The Hirer shall be responsible for the maintenance and preservation of good order in the Hall or any room's accessory thereto and in the approaches thereto throughout the whole duration of the hiring.
13. The Hirer shall at all times during the hiring be responsible for and shall keep the Wollomombi Hall Committee effectively indemnified against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands in any arising out of or by reason or on account of anything done or omitted to be done by the Hirer or arising out of any accident to or damage to or loss of the property of the Hirer or his servants or contractors whether such accident, damage to or loss of property of any other person entering and/or remaining, either as Invitee or Licensee of the Hirer, in that part of the Wollomombi Hall which is hired to the Hirer and notwithstanding that such accident damage or loss arose from or by reason of any defect in the furniture, fittings, or other accessories of any kind whatsoever or otherwise howsoever and the signed Hire Agreement shall be deemed to indemnify Wollomombi Hall Committee against all claims and demands made and costs or expenses incurred in connection therewith.
14. All extra insurances involved under any engagements shall be effected by the Hirer and the premium paid direct to the Insurance Company with Armidale Regional Council named on the Policy for respective rights and interests, and the receipt shall be handed to the Secretary of the Wollomombi Hall Committee before the commencement of the hiring.
15. The Hirer shall make adequate arrangements for the receipt and custody of all articles and things supplied to him at the Hall or any section or part thereof during the period of hiring and for the removal thereof immediately upon the termination of such period.
16. The Wollomombi Hall Committee's nominated representatives are the only persons authorised to enter, examine and search the Hall, or any section or part thereof for lost property left in the Hall by any of the audience. All articles of any description found by the Hirer or any other person in the Hall or any section or part thereof prior to, or during the progress of, or upon the completion of any engagements, must immediately be delivered to the Wollomombi Hall Committee or their representative for registration and retention until properly claimed and restored to the Owner on satisfactory proof of ownership being furnished.
17. The Hirer shall remove all goods, chattels, and effects from the Hall and give up possession immediately upon the expiry of the period of the hiring or shall be liable to such further hiring charges as may be applicable.
18. When a bazaar, exhibition, banquet or any other event is booked to immediately precede another engagement, the Hall or any part thereof used by the Hirer shall be cleared by him within such time as may be required by the Wollomombi Hall Committee, otherwise the Wollomombi Hall Committee's representative shall be at liberty to remove all decorations, erections and other property of the Hirer from the Hall and from in such case, the cost incurred by the Wollomombi Hall Committee in connection therewith shall be charged to the Hirer, who shall upon demand pay the amount thereof to the Secretary of the Wollomombi Hall Committee.
19. The Chair and the Secretary of the Wollomombi Hall Committee, or either of them, or a delegate, shall have admission to the Hall and every part thereof at all times without payment for admission, but they shall not be entitled to any seat or privilege beyond personal admission as executive or administrative officials.
20. The Hirer shall not permit any person to stand or sit in any passageway within the building or in the aisles within the Hall or any part thereof.
21. The Wollomombi Hall Committee shall not be responsible for or incur any liability in respect of any loss occasioned to the Hirer through accident of any kind or failure of the electric light plant or any other unavoidable cause.
22. The Hirer shall not move or alter any lighting, furniture and fittings in the Hall without permission from the Wollomombi Hall Committee.

23. Neither the Wollomombi Hall Committee nor any of its representatives shall be in any way responsible or incur any liability for damage to or loss of any property whatsoever placed in the Hall or any part thereof or any room accessory thereto by the Hirer or any person on his behalf.
24. The Hirer shall strictly adhere to the advertised prices of admission for all engagements.
25. The Hirer shall maintain clear and useable, without hindrance, all exits provided in the Hall hired.
26. 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 the matter or thing therein contained, the decision of the Wollomombi Hall Committee thereon shall be final and conclusive.
27. Any formal seating plan must incorporate aisles and crossovers to allow unimpeded access to fire exits.
28. Any engagements of any kind in the Hall or rooms accessory thereto shall be subject to these conditions and the Hirer shall be deemed to be aware of all such conditions.
29. The general administration and control of the Sauer Memorial Hall and rooms accessory thereto is vested with the Armidale Regional Council, who shall exercise absolute discretionary powers for the hiring, good order and control of such premises.
- 30a. If alcohol is to be consumed, sold or otherwise, the Wollomombi Hall Committee requires the nominated responsible person to hold a current Responsible Service of Alcohol certificate and for this person to apply the Responsible Serving of Alcohol Guidelines including ensuring that low alcohol and non alcoholic drinks are also available and there is adequate food available at the function. Any form of binge drinking is not to be encouraged and minors (under 18yo) are prohibited by law to consume alcohol.
- 30b. If alcohol is to be sold the applicant is required to obtain an "On-License" from the Licensing Sergeant, Armidale Police Station, for the sale and consumption of alcohol in the Hall. Evidence of this License is to be produced prior to the use of the Hall.

Chair
Wollomombi Hall Committee