

**TOWN HALL
CONDITIONS OF HIRE**



the Applicant shall furnish full particulars of the nature and the purpose for which the Hall is being hired.

1. The Hall is to be left in a clean and tidy state to the satisfaction of the Caretakers with all rubbish placed in bins provided. **Recycle bins are provided and the hirer is obliged to place appropriate items in each bin provided for each specific recycle group.** (NB It may be necessary to deduct cleaning expenses from the Bond).
2. If the Mezzanine is to be used there is to be no food or drinks allowed in this area. The Hirer must ensure that people remain in their seats and do not stand at the front railing. Children must be seated at all times. It is required of the Hirer to have a responsible person present in the Mezzanine at all times the Mezzanine area is open to the public for the purpose of supervising the use.
3. In all cases applications for the use of the Town Hall shall be made to the General Manager by written application on the form provided by the Council and

4. All charges for hire shall be paid to the General Manager strictly in advance and a \$200 BOND SHALL BE PAID AT THE TIME OF BOOKING (Refer Clause 5) and the balance not later than closing time of the Council's Office 14 days prior to the date of the engagement. Under no circumstances will any Hall be booked or considered engaged unless the terms of these conditions are complied with by the Hirer, and on no account will entrance be given until the full amount has 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 COUNCIL AT LEAST 14 DAYS PRIOR TO BOOKING DATE.**
5. Use of the Hall for public entertainment shall be subject to the following special conditions:
 - (i) Any intending hirer of the Town 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 Council 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.
6. The General Manager 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 General Manager shall have power, should he in the exercise of his 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 he will not have any claim at Law or in Equity for loss or damage of any kind in consequences thereof.

7. 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 Council.
8. 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 General Manager.
9. 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 General Manager. The General Manager, if he be of the opinion that any notice exhibited is for any reason unsuitable, improper or undesirable, may require its removal or alteration forthwith.
10. 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 in accordance with the Australian Building Code Act. **Hirers use of hay bales and tree branches as decorations or "props" is specifically forbidden.**
11. 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 General Manager pay to him such sum to make good such loss or damage as he may demand from the Hirer and the decision of the General Manager as to the amount payable to make good such loss or damage shall be final and conclusive and shall be binding upon the Hirer.
12. The General Manager 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 his 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.

13. The Hirer shall be responsible for the maintenance and preservation of good order in the Hall or any rooms accessory thereto and in the approaches thereto throughout the whole duration of the hiring.
14. The Hirer shall at all times during the hiring be responsible for and shall keep the Council 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 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 Council against all claims and demands made and costs or expenses incurred in connection therewith.
15. All extra insurances involved under any engagements shall be effected by the Hirer and the premium paid direct to the Insurance Company with Council named on the Policy for respective rights and interests, and the receipt shall be handed to the General Manager before the commencement of the hiring.
16. 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.
17. The General Managers 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 General Manager or his representative for registration and retention until properly claimed and restored to the Owner on satisfactory proof of ownership being furnished.
18. 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.

19. 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 General Manager, otherwise the Council's Caretaker 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 Council in connection therewith shall be charged to the Hirer, who shall upon demand pay the amount thereof to the General Manager.
20. The Mayor and the General Manager, or either of them, or a delegate, shall have admission to the Town 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.
21. The Hirer shall not permit any person to stand or sit in any passage way within the building or in the aisles within the Hall or any part thereof.
22. The Council 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.
- 23a. If alcohol is to be consumed but not sold, Council requires the hirer to comply with Responsible Serving of Alcohol and Liquor and Gaming NSW Guidelines.
- 23b. If alcohol is to be consumed in the Hall, either sold or given away, all persons serving alcohol must hold a current Competency Card for Responsible Service of Alcohol. This person must submit a copy of their qualification certificate with the application form. There is also a requirement that there be a Security Guard acting as door person present at the front door at the hall so as to keep out gate crashers
- 23c. If alcohol is to be sold the applicant is required to obtain the appropriate License from Liquor & Gaming NSW, for the sale and consumption of alcohol. Evidence of this license is to be produced prior to the use of the Hall.

- 24a. The Hirer shall not move or alter any Auditorium/Stage lighting in the Hall without permission from the General Manager.
 - 24b. Any furniture and fittings removed from the stage and/or dressing room areas must be returned to its original location by the Hirer.
 - 24c. Neither the Council nor any of its Officers 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 rooms accessory thereto by the Hirer or any person on his behalf.
 - 24d. 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 by him.
 26. The Hirer shall comply with the Australian Building Code, and all regulations made thereunder.
 27. 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 General Manager thereon shall be final and conclusive.
 28. Any engagements of any kind in the Town 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 Grand Piano may be used only with permission of the General Manager and shall not be moved off the stage area.
 30. The General Administration and control of the Hall and rooms accessory thereto is vested in the General Manager, who shall exercise absolute discretionary powers for the hiring, good order and control of such premises.
- This list of equipment is free of charge with hire of Town Hall for approved bookings:
1. Overhead Projector
 2. Public Address System
 3. Television and Video

4. Whiteboard
5. Heating
6. Steinway Grand Piano available to professional pianists through prior arrangements. Conditions of use are for the professional tuning of the piano prior to the performance at the users cost, if necessary.
7. Crockery Cutlery

PAYMENT OPTIONS: Payment amount must be verified by caretakers and may be made at Council customer services desk by cash, cheque or eftpos, or by sending a cheque by post to: Armidale Regional Council, P.O. Box 75A Armidale NSW, 2350 prior to the booking date.

Please ensure that you request two copies of your receipt and submit one copy to the Caretakers office. *please quote receipt code A038* to cashier with payment.

* Cutlery and Crockery Loss and Breakage applicable charges:

Dinner Plate	Replacement cost
Bread Plate	Replacement cost
Cup	Replacement cost
Saucer	Replacement cost
Soup Bowl	Replacement cost
Cutlery (per item)	Replacement cost
Glasses	Replacement cost
Glass Jugs	Replacement cost
Drinking Glasses	Replacement cost

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

Your information will be stored and used by Armidale Regional Council, 135 Rusden St, Armidale 2350

Purpose of Collection:

Intended Recipients of your information:

You have the right to access and amend your personal information by contacting the Public Officer at the address above.

Your personal information is required: By law / Is Voluntary Act _____

Consequences if you do not supply your information: