

# Terms and Conditions of Hire and Use

## Memorial Hall

## Multi Purpose Centre (RSL Pavilion)



### Tenterfield Shire Council

247 Rouse Street, Tenterfield NSW 2372

PO Box 214, Tenterfield NSW 2372

8.30am - 5.00pm Monday- Friday

[www.tenterfield.nsw.gov.au](http://www.tenterfield.nsw.gov.au)

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## Heritage Significance

The Memorial Hall and Monument are listed on the Tenterfield Shire Council, Local Environmental Plan as a Heritage Item.

Hirers and Users are to be cognisant of this fact during the hire/use of the facility.

# Part 1

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## For All users

### Introduction

Subject to the following conditions Tenterfield Shire Council ("the Council") grants to the Hirer or User the right to hire and/or use the Memorial Hall and/or the Multi Purpose Centre (MPC) locally known as the RSL Pavilion for the purpose indicated on the date or dates and at the times shown on the Council approved application.

### Regular Users

Regular users are defined as organisations which have pre- booked dates and times for meetings.

Regular users are ***not*** to enter the premises outside of the agreed and designated times as approved by the Council.

Should regular users seek earlier entry and/or departure timings the organisation is to gain the prior approval from the Environmental Services Department of the Council.

### Period of Hire

The halls are available from the stated commencing time of hire and/or use. Hirers/Users must allow time for set up and cleaning in the application to hire form. Where the halls are used beyond the period of hire/use the hirer/user will be charged for the additional use. This charge may be deducted from the bond.

All functions on Friday, Saturday and Sunday nights are to cease at 12:00 midnight and the hall vacated by 1.00 am, unless otherwise approved by the Council. All functions held on Monday - Thursday nights are to cease at 11.00 pm and the hall vacated by 12.00 midnight, unless otherwise specifically approved in writing by the Council.

### Hire Fees

Hire fees are payable at the time of application.

### Hire of Memorial Hall and RSL Pavilion Simultaneously

The Memorial Hall and the RSL Pavilion can be hired simultaneously.

Fees and charges for this are calculated by addition of the fees described separately.

Items such as Table and Chairs ***will not*** be hired externally to the venue, and only able to be utilised in conjunction with the hire of Memorial Hall/RSL Pavilion.

### Cancellation Charges

The following charges shall apply if a booking is cancelled:

Cancellation within one month incurs a penalty of 25% of hire cost.

Cancellation within 7 days incurs a penalty of 50 % of hire cost.

### Bond Fee

The bond fee is payable to the Council at the time of key collection.

Casual and Regular hirers/users are only required to pay the bond fee once in each twelve month period. At the conclusion of the twelve month period the bond fee will be reimbursed should all inspections be to the satisfaction of Council.

## **Inspection of Facility**

The facility is to be inspected by Council and hirer/user to record the status of the facility prior to hire/use.

Council will inspect the facility after hire/use to record cleanliness, equipment, fixtures, fittings and any damage recorded.

## **Fire Safety**

Both the Memorial Hall and the RSL Pavilion are fitted with smoke detectors and are monitored by Security.

Hirers and Users of the facilities are to be familiar with the attached Fire Evacuation Plan.

## **Key Deposit**

A key deposit of \$40.00 is required for all bookings, this is included in the bond payable.

## **Key Collection**

Casual users may collect keys during business hours. All keys are to be returned the next working day.

## **Security Codes**

Hirers and Users of the facilities will be provided with a Personnel Identification Number (PIN) for the arming and disarming of the security at the time of key collection.

Dependant on the approval hire or use the responsible person nominated on the application form will be provided with a PIN to operate the security system for either Area 1- Memorial Hall or Area 2 – RSL Pavilion or in some cases both.

## **Kitchen**

Use of the kitchen and cutlery in Memorial Hall only attract an additional fee when required.

Use of the kitchen requires to be specified on the application form and is not to be used unless stated. Unapproved use of the kitchen will at the stated rate be deducted from the bond or an additional charge will apply.

## **Barbecuing**

Use of portable barbecuing equipment is ***not*** permitted in the kitchens or halls.

Use of portable barbecuing equipment is permitted within the grounds and external to the Memorial Hall and the RSL Pavilion.

Only during wet weather is the use of portable barbecuing equipment permitted on the verandah of the RSL Pavilion. Verandah doors are to be closed during this activity. Heavy duty black plastic is to be placed under the BBQ and preparation area so that the verandah timber is not stained by fat or food. The cost and provision of plastic is the responsibility of the hirer.

## **Tables**

For WHS reasons only the table trolley supplied is to be used for moving tables within the hall. Tables are not to be slid/dragged over the floor as this causes damage.

Tables provided by the Council for the purposes of serving or handling food or refreshments must be covered with suitable tablecloths or other coverings to prevent damage. The cost and provision of tablecloths is the responsibility of the hirer.

## **Retractable Seating**

Retractable seating is available on request. A hire fee is payable. The retractable seating will be operated by Council Staff. The seating is to be left clean and rubbish removed. Retractable seating seats up to 400 people comfortably. Seats can be adapted to suit specific functions. There is 25 seats in a row and 16 rows. Strict Parental Supervision is required.

## **Chairs**

For WHS reasons only the chair trolley supplied is to be used for moving chairs within the hall. Stacked chairs are not to be slid/dragged over the floor as this will cause damage to both the chairs and the floor. Chairs are to be stacked how they are found in uniform types, heights and numbers.

## **Store Room**

Tables are to be stacked safely in the store room after use.

Chairs are to be stacked safely in the store room after use. As the chairs supplied have two different design frames, only similar frames are to be stacked together.

## **Restricted Articles**

Confetti, chewing gum, fireworks, the placing or throwing of matches, cigarettes, cigars etc. may only occur outside the buildings and placed in the receptacles provided.

Other articles may be deemed objectionable by the Council from time to time and hirers will be notified of any change.

No Smoking is permitted in any Council building under the *Smoke Free Environment Act 2000*.

The waxing of floors for dancing is prohibited as this causes damage to the floor.

## **Decorations**

Decorations are to be self supporting only.

Floors, walls or any part of the building shall ***not*** be broken or pierced by nails, screws, drawing pins etc. nor shall any appliance, fitting or fixture be interfered with in any way. Adhesives, tape and 'Blue Tack' are ***not*** to be used on any surface.

## **Exits**

*All exits are to be clear and useable without any interference, or hindrance or blocking.*

## **Lighting**

It is requested that hirers/users of Council facilities only use the necessary lighting to safely undertake their function.

## **Cleanliness**

The Hall/Pavilion must be left in a clean and tidy condition by the hirer.

Hall/Pavilion are to be thoroughly swept after each function, brooms and dust pans are

provided.

Mopping of floors may be necessary and are **only** to be washed with luke warm water. **No** detergents are to be used.

All tables must be cleared of their coverings and any rubbish must be deposited in the bins provided.

Caterers using the kitchen facilities must leave them in a thoroughly clean condition.

### **Access**

Access for patrons with disabilities is available at the Memorial Hall and the RSL Pavilion. Access ramp located under stairs in the foyer of the Memorial Hall.

### **Responsible Person**

A person responsible for the hire and use of the hall and/or responsible for the conduct of the function must be appointed on the application form and present during the hire and use of the hall.

### **Maintenance and Preservation**

The hirer/user is responsible for the maintenance and preservation of good order during the period of hire.

Where the hirer/user conducts a public dance or concert or similar activity the hirer/user must provide licensed security personnel capable of maintaining good order at the function, the number of security personnel is directly related to the function capacity and will be specified by the Council on the approval.

Private attendants engaged by the hirer shall be strictly confined to the duties connected with their engagement and such attendants are absolutely prohibited from entering and searching the premises for lost property left behind after the engagement.

The hirer/user shall obey all reasonable directions of the responsible Council employee during the period of hire. Council's responsible employee shall have complete control over all means of entry and exit and may close the hall and may refuse permission to any person or persons and may close the entrance doors. The responsible employee may instruct the hirer/user to limit noise and music or voice amplification to an acceptable level to the satisfaction of the employee if in the opinion of the responsible employee such noise is excessive.

### **Observance of Laws**

The hirer/user must strictly observe all laws, rules, regulations and ordinances. It is the hirer's/user's responsibility to ascertain which laws, rules, regulations or ordinances may be applicable to the function.

### **Sublet**

The hirer/user must **not** sublet the hall.

### **Use for Sale of Goods or Advertising**

The hall may **not** be used for the sale of products for profit or for advertising purposes, unless the Council has granted prior written approval. Approval must be requested in writing no less than 60 days prior to the event. A reduction of this request time is to be at the discretion of the Director of Environmental Services.

### **Heating of Memorial Hall**

The use of heating appliances is to be approved by Council. Gas heaters, i.e. patio

heaters and alike are **strictly prohibited** on the recommendation by the NSW Fire Brigade and therefore will not be approved by Council.

## **Selling of Alcoholic Drinks**

Selling of alcoholic drinks must be licensed.

Alcoholic drinks may **not** be sold within the halls unless all necessary licensing requirements have been complied with.

When alcohol is sold, licensed security personnel must be present. No alcoholic drinks are to be taken outside the premises. Alcoholic drinks may be served with meals and water for patrons must be made available at no cost.

Please contact Service NSW in 176-182 Henry Parkes Plaza, Rouse Street, Tenterfield on 13 77 88 for the Application of a Temporary On-Licence (Function) for the sale of alcohol, which **must** be lodged with the court twenty eight (28) days prior to the event.

## **Notification of Accident or Injury**

Should there be an accident or injury arising through the hirer's/user's use, the hirer must inform Council in writing immediately.

## **Insurance**

The hirer shall do nothing, which will or is likely to prejudice or render void Council's insurance policies.

## **Right to Refuse Application**

Council reserves the right to refuse an application for hire/use of a hall or to cancel any reservation already made without explanation and to refund the fees and charges paid and Council shall not be liable in any way for any loss or damage or otherwise in consequence of the exercise of this right.

## **Charges may vary**

Council reserves the right to revise the fees, charges and bond payable from time to time as may be found necessary.

## **No Responsibility**

The Council shall not be responsible for any loss of or damage to any property whatsoever belonging to the hirer/user or any person attending the function.

## **Disputes**

Any dispute arising between the hirer/user and any employee of Council shall be referred to the General Manager in writing and the decision of the General Manager shall be final.

## **Public Liability**

Casual Hirers do **not** require public liability.

Casual Hirers are defined as users of the halls for a period of no greater than ten (10) days or separate occasions/functions over any twelve month period. Separate hourly use is not to be used in cumulating or calculating the maximum period of ten (10) days.

The following are required to have public liability insurance for AU\$20 million for any one occurrence:

- Incorporated Bodies.
- Sporting Clubs.
- Associations of any kind.



- Profit making/commercial activities.

A current copy of your Public Liability or Certificate of Currency needs to be forwarded to Council prior to or accompanying the application for hire or use.

Bookings will ***not*** be accepted without a current copy of your Public Liability or Certificate of Currency

Council reserves the right to refuse any booking for non-supply of this proof.

It is in your best interest to obtain insurance cover in respect of the activity you propose to carry out on the Council's premises.

*Note: If you do not have access to insurance cover then you should seek advice regarding the indemnity you are giving in favour of Council before proceeding with your application to hire/use the premises.*

### **Parental Control**

Parental supervision of children is required at all times when using the facilities and playground equipment installed in the fenced area of the RSL Pavilion. Gates are to be securely locked and the area supervised at all times when in use.

### **Indemnity**

The hirer hereby grants the Council an indemnity from and against all claims, demands, remedies, suits, injuries, damage, losses, costs, liabilities, actions, claims for compensations and the like for which the Council may be or may become liable in conjunction with injury, damage or accidental death through the hirers neglect or default or the neglect or default of any other person in connection with hirers use of the Memorial Hall and/or the RSL Pavilion.

### **Parking**

The area of Molesworth Street (Northern side) immediately in front of the Memorial Hall is a designated '**No Stopping**' zone.

There is to be '**No Stopping**' and therefore '**No Parking**' in the forecourt driveway in front of the Memorial Hall.

The reason for this is to ensure safety for patrons attending events and therefore that the driveway remains clear for the set down/pickup of the disabled and the clear access for emergency vehicles during events and access for maintenance vehicles.

Persons found in breach of this Council directive may be liable to fines by the Council Ranger.

## Part 2

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### Special Conditions for **Memorial Hall & RSL Hall**

Fees (All fees include GST)

<b>Hire Residents Non-profit &amp; Charitable Organisations (within Tenterfield Shire)</b>	Per Hour	\$30.00 (Concessional Rate)
<b>Hire Residents Non-profit &amp; Charitable Organisations (outside Tenterfield Shire)</b>	Per Hour	\$60.00
<b>Commercial Hire</b>	Per Hour	\$65.00
<b>Retractable Seating Hire (Memorial Hall)</b>	Per set up per event. Numbers required for seating purposes	\$280.00
<b>Kitchen including cutlery</b>	Additional to Hall Hire	\$100.00
<b>Bond and Key Deposit</b> <i>(Refund payable from Council by cheque or direct deposit only)</i>	Per event per space	\$650.00
<b>Set Up, Pack Up and Cleaning Time</b>	A period may be booked to prepare, finalise and clean the venue at a reduced hourly rate	\$17.00

Concessional rate **only** applies to the **hourly** rates.

If applying for the concessional rate, please refer to the document checklist and submit relevant documentation.

## Concessional Rate

Concessional	<p><b>Local Non-Profit</b> community based organisations:</p> <ul style="list-style-type: none"> <li>• a local non profit community organisation is defined as:  <i>"an organisation which conducts meetings or provides community based services to the residents of the Tenterfield Local government Area (LGA) on a non commercial basis"</i></li> <li>• this definition does include local political groups holding meetings but not fundraising events.</li> <li>• local non profit community organisations must provide a copy of their Certificate of Incorporation and Constitution and/or a Certificate showing that they are seeking to incorporate and/or alternatively by showing an affiliation with a peak community organisation;</li> <li>• the local non profit community organisation's place of business must be either physically located within the Tenterfield LGA or are able to provide documented evidence that 50% of their client base resides in the Tenterfield LGA;</li> <li>• the local non profit community organisations need to show that they provide a direct community service and can clearly demonstrate this community benefit to the Tenterfield residents;</li> <li>• this definition does <b><i>not</i></b> include government agencies, unless providing a direct community service and community benefit to the Tenterfield residents, or organisations charging a fee for service, other than a nominal charge; and</li> </ul>	50 % of Commercial Hourly Fee
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Concessional rate **only** applies to the **hourly** rates.

If applying for the concessional rate, please refer to the document checklist and submit relevant documentation.

**Bond Fee**

Bond will **not** be refunded if the Hall is left in an unclean condition or if there is any damage to furniture, fixtures or the building. Cost of lost keys will be deducted from the bond fee.

Damage beyond the bond, will incur recovery of additional costs and may result in refusal to hire to that particular hirer in the future.

**Filming Fee**

Council will determine the daily rate according to (the nature of the production. All fees for filming are to be paid at time of booking and cancellation charges apply.

**Your Privacy**

The supply of personal information on this form is voluntary, although failure to supply the information may result in delays or rejection. The details provided are not publicly available. At anytime you have access to view or correct any information you have supplied. The information you have supplied will be stored at Council offices.

### **RSL Pavilion - Memorabilia**

The memorabilia displayed in the RSL Pavilion is the property of the Tenterfield RSL Sub Branch and has been displayed so that the community can appreciate the military history of Tenterfield and hardships endured by those who served.

The memorabilia is not to be moved, removed or damaged in anyway.

The hirer/user accepts full responsibility for the safe keeping of this memorabilia during the time of hire/use.

Cost to repair and/or replace memorabilia items will be at the full cost to the hirer/user.

### **Bond Fee**

Bond will ***not*** to be refunded if the RSL Pavilion is left in an unclean condition or if there is any damage to furniture, fixtures or the building. Cost of lost keys will be deducted from the bond fee.

### **Filming Fee**

Council will determine the daily rate according to (the nature of the production. All fees for filming are to be paid at time of booking and cancellation charges apply.

### **Your Privacy**

The supply of personal information on this form is voluntary, although failure to supply the information may result in delays or rejection. The details provided are not publicly available. At anytime you have access to view or correct any information you have supplied. The information you have supplied will be stored at Council offices.

## Part 3

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### Capacities, Equipment and Hours of Operation

#### Memorial Hall

**Capacity:** 600 people

**Equipment**

<b>Tables</b>	<b>Qty 58</b>
<b>Chairs</b>	<b>Qty 384</b>
<b>Cutlery</b>	

*Additional cutlery can be provided by Council from the School of Arts Complex on request and requires advance booking.*

- Dinner Plates - 191, Bread Plates - 94, Soup/Dessert Plates - 149
- Cups - 145, Saucers - 150, Sugar Bowls S/Steel - 18
- Dessert Spoons - 140, Forks - 123, Knives - 170
- Nil - Soup Spoons

**Retractable seating** Retractable seating is available on request. A hire fee is payable. The retractable seating will be operated by Council Staff. The seating is to be left clean and rubbish removed. Retractable seating seats up to 400 people comfortably. Seats can be adapted to suit specific functions. There is 25 seats in a row and 16 rows.

**Hours of Operation:** 8.00 am - 12.00 am (midnight) Friday to Sunday  
8.00 am - 11.00 pm Monday to Thursday  
**Note:** Facilities are to be vacated and secured no later than one (1) hour from closing.

#### RSL Pavilion

**Capacity:** 100 people

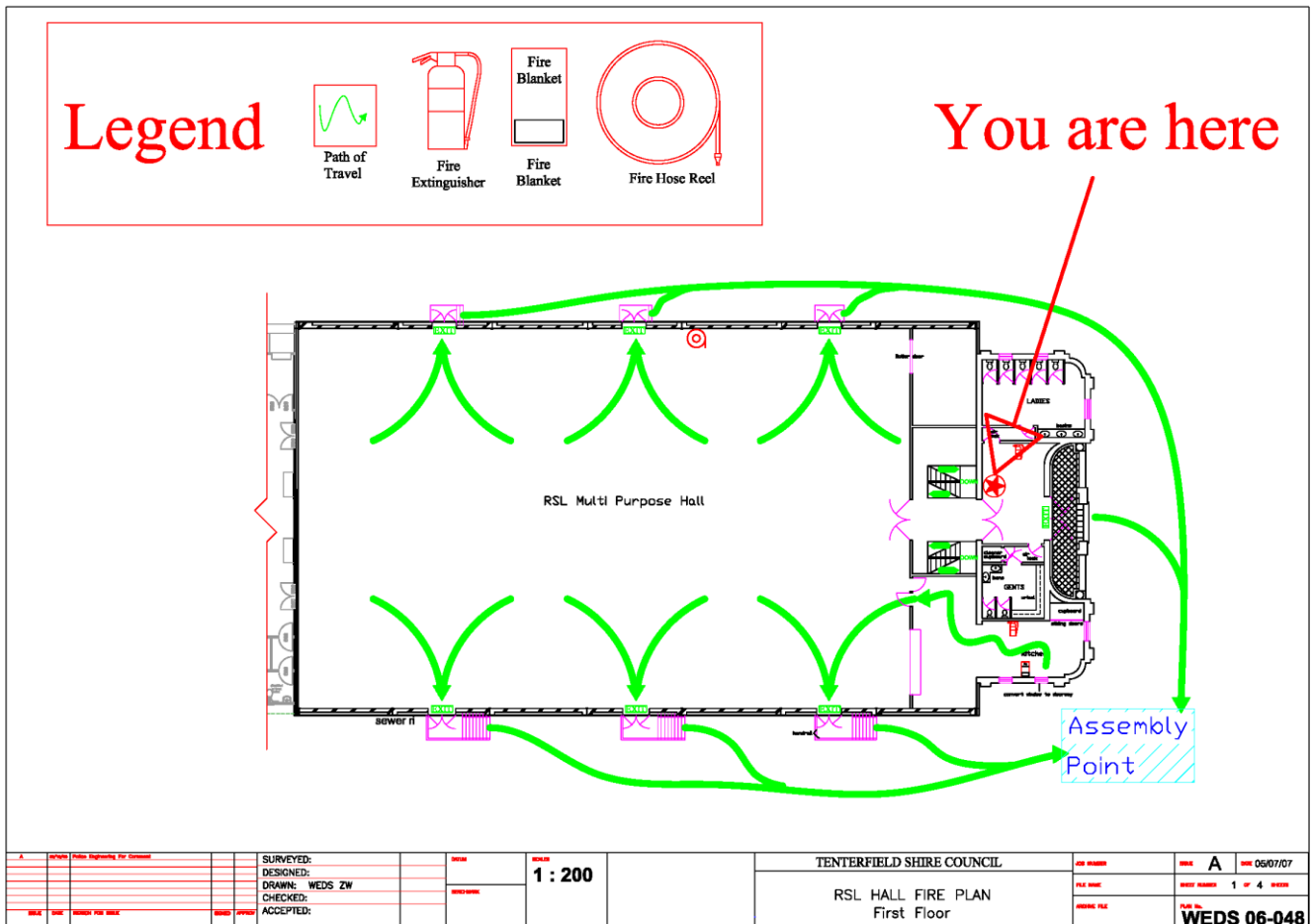
*(The Qty 100 people is calculated by the area of the inside and the verandah combined)*

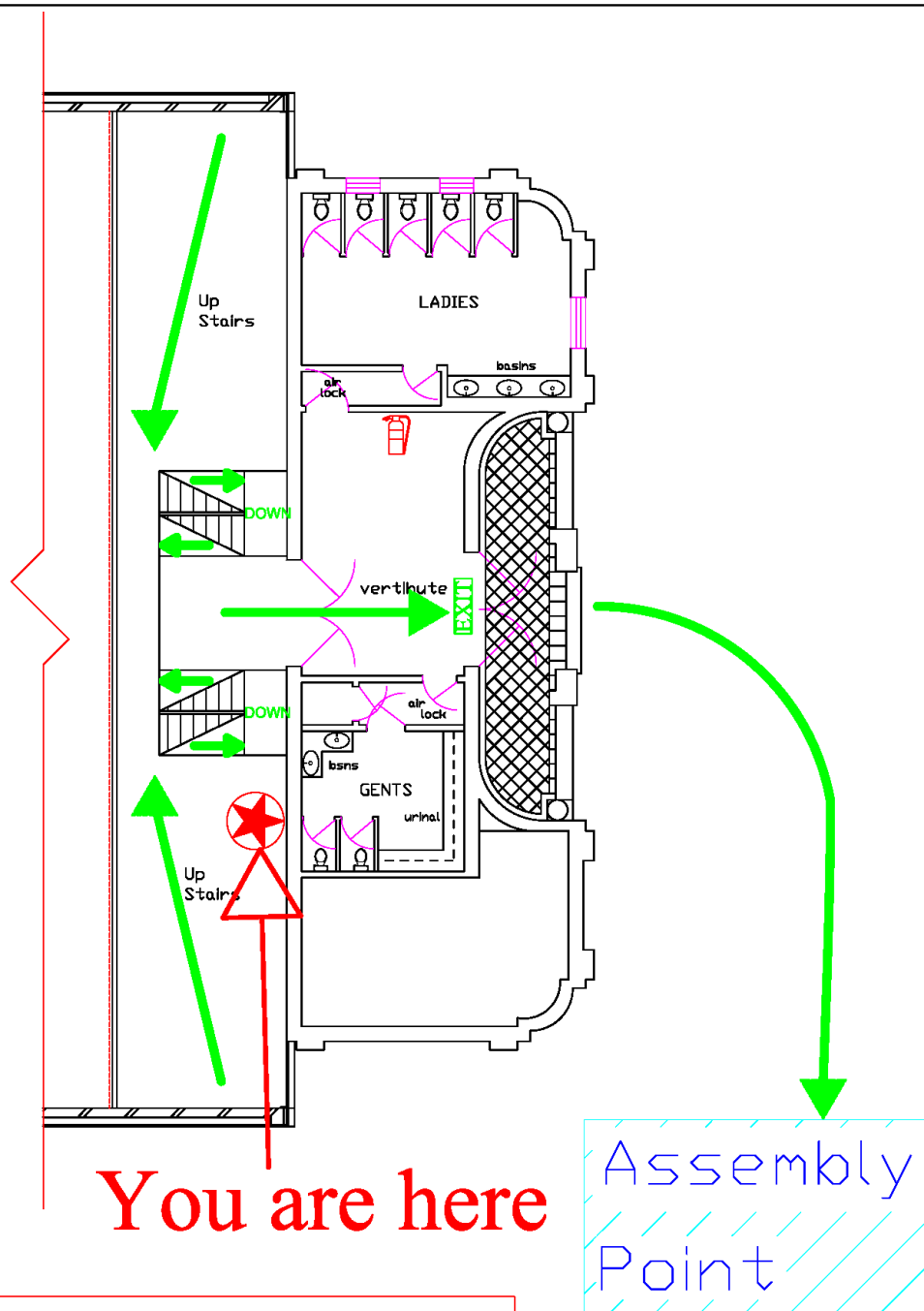
**Equipment**

<b>Tables</b>	<b>Qty 9 (Round 1200mm diameter)</b>
<b>Chairs</b>	<b>Qty 54</b>
<b>Bain-marie</b>	
<b>Cutlery</b>	<b>(Available on request)</b>

**Hours of Operation:** 8.00 am - 12.00 am (midnight) Friday to Sunday  
8.00 am - 11.00 pm Monday to Thursday  
**Note:** Facilities are to be vacated and secured no later than one (1) hour from closing.

# EVACUATION PLANS

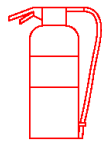




# Legend



Path of Travel



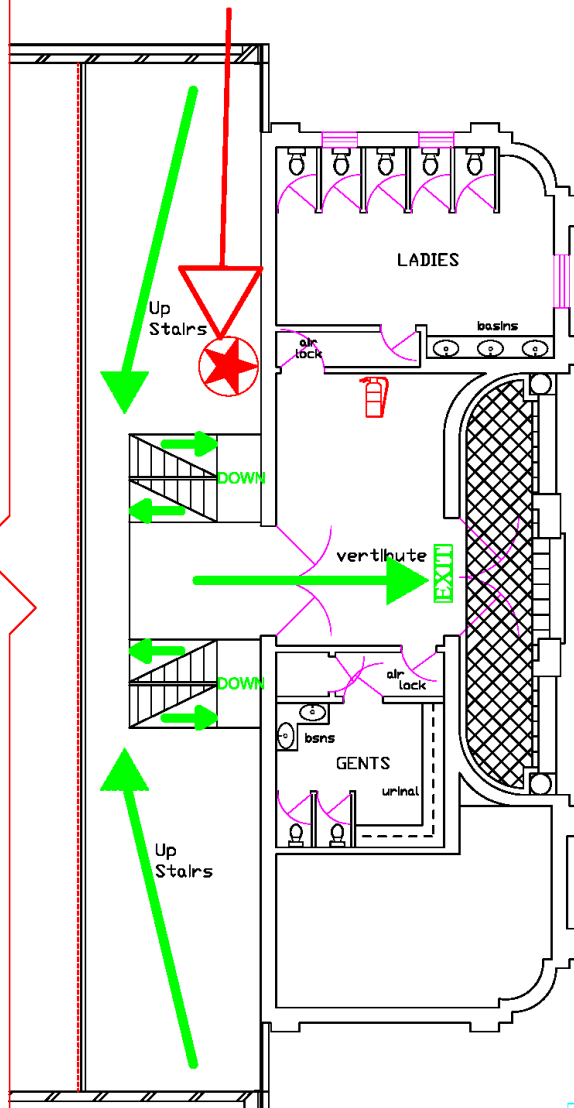
Fire Extinguisher

SCALE	A	DATE	05/07/07
SHEET NUMBER	2	OF	4
PLAN No.	<b>WEDS 06-048</b>		

A	DESIGNED	Police Engineering (for comment)				SURVEYED:		DATE		SCALE	1 : 100	TENTERFIELD SHIRE COUNCIL	JOB NUMBER
						DESIGNED:		DESIGN NAME					
						DRAWN: WEDS ZW							
						CHECKED:							
						ACCEPTED:							
DATE	DATE	REVISION FOR SCALE	DATE	APPROVAL									FILE NAME
													PRINTING FILE



# You are here

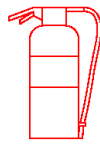


Assembly Point

## Legend



Path of Travel



Fire Extinguisher

SCALE	A	DATE	05/07/07
SHEET NUMBER	3	OF	4 SHEETS
PLAN No.	<b>WEDS 06-048</b>		

A		DESIGNED: Police Engineering For Contract		SURVEYED:		DATE:		SCALE:		TENTERFIELD SHIRE COUNCIL		JOB NUMBER	
				DESIGNED: WEDS ZW		DRAWN:		1 : 100		RSL HALL FIRE PLAN		FILE NAME	
				CHECKED:						Second Floor		DRAWING FILE	
DATE		DATE		REVISION FOR DATE		DATE		APPROVED		ACCEPTED:			





## Application and Agreement for Hire and Use Memorial Hall and/or Multi Purpose Centre (RSL Pavilion)

I/We hereby apply to the Tenterfield Shire Council for the use of the (tick box ☒)

☐ Memorial Hall

☐ Multi Purpose Centre (RSL Pavilion) for the purpose of: .....

Estimated number of people attending: ..... Date of Event: .....

**Setup** Time commence at .....am/pm Setup Time conclude at .....am/pm ( Hrs)

**Event** to commence at .....am/pm and conclude at .....am/pm ( Hrs)

**Pack up**/Clean commence at .....am/pm Pack up/Clean conclude at .....am/pm ( Hrs)

Incorporated Bodies, Sporting Clubs, Associations of any kind and Profit Making/Commercial activities must provide a copy of their current Public Liability:

Provided . ☐ Yes ☐ No

Is alcohol to be served ☐ No ☐ Yes (Note – Temporary On-Licence (Functions) is to be provided)

Has a **Responsible Person** been appointed for the Hire/Use: ☐ Yes ☐ No

Contact Details: .....  
(Address)

Phone: ..... Mobile: .....

The sections of the complex I wish to hire are:

- |                              |                              |                             |
|------------------------------|------------------------------|-----------------------------|
| 1. All facilities            | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Main Hall                 | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. RSL Pavilion              | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. Kitchen in Main Hall      | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. Use of Crockery & Cutlery | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. Use of Bain-marie         | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 7. Use of Tables & Chairs    | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 8. Moveable Stage            | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

I/We, the undersigned hereby acknowledge to have read and understand the 'Terms and Conditions of Hire and Use' and agree to be bound by the requirements therein.

Name of Organisation: .....

Address for Correspondence: .....

Email for Correspondence: .....

Applicant: .....  
Name (in block letters) (Signed) (Phone/Mobile)

Appointed Responsible Person for Hire/Use:

.....  
Name (in block letters) (Signed) (Date)

I enclose cheque/cash for \$ \_\_\_\_\_ (GST Inclusive),

being \$ \_\_\_\_\_ (hire) and \$ \_\_\_\_\_ (deposit / bond) (circle as applicable)

**Office Use Only**

ID (Drivers Licence Number) .....

Today's Date ..... Receipt No. ....

Hire \$ ..... \*Refundable Deposit \$ .....

\* Deposit will be refunded by cheque payment only on satisfactory inspection of complex subsequent to event.



# NEW CREDITOR ACCOUNT CREATION FORM

Tenterfield Shire Council requires the following information to establish a new Creditor within our finance system, to direct deposit your bond into your bank account.

**Please complete the following information:-**

**Name or Business Name:**

**Trading Name (if Different to above):**

**Postal Address: ABN:**

**Bank Name:**

**Account Name:**

**BSB:**

**Account No :**

**Email address for remittance advice:**

**Phone:**

**Fax No: -**

Please return completed form to Council to

[Attention: Senior Finance Officer](#)

Email - [council@tenterfield.nsw.gov.au](mailto:council@tenterfield.nsw.gov.au)

Fax – 02 6736 6005

Mail – PO Box 247, Tenterfield NSW 2372

**Requested By:**

**Signed:**

**Date:**

**Office Use Only**

**NAR -**

**Creditor No. -**

**ABN Check** ☐

**Entered by:**

**Date:**