

# Conditions of Hire of Tyalgum Community Hall

It is important you read our CONDITIONS OF HIRE in full (attached).

This will avoid any issues arising to spoil your hire.

Included in the Conditions are:

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| Clause 3  | Your responsibilities as the Hirer.                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Clause 4  | Whether you should hold Public Liability Insurance                                                                                                                                                                                                                                                                                                                                                                                                         |
| Clause 5  | The emergency and evacuation procedures.                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Clause 10 | <p>The noise restrictions. No music / noise after 10pm Sun-Thu or 11:30pm Fri-Sat</p> <p>The requirement to have a Music License in certain cases.</p>                                                                                                                                                                                                                                                                                                     |
| Clause 11 | The requirement to have a <i>Working with Children Check</i> in certain cases                                                                                                                                                                                                                                                                                                                                                                              |
| Clause 12 | The requirement to have a <i>Liquor License</i> and a <i>Responsible Service of Alcohol</i> competency card in certain cases.                                                                                                                                                                                                                                                                                                                              |
| Clause 13 | The prohibition on smoking.                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Clause 14 | Prohibited Items, including any form of flame or flammable products.                                                                                                                                                                                                                                                                                                                                                                                       |
| Clause 17 | <p>The prohibition on covering The Roll of Honour Boards or attaching any decorations.</p> <p>The prohibition on covering the wall clock and removing framed photos.</p> <p>The prohibition on interfering with the stage curtains, curtain tracks and lighting.</p> <p>The permitted decorations.</p> <p>The Management Committee reserves the right to access the Hall or to an event at any time for any reason during the period of the Hall hire.</p> |
| Clause 23 | Your responsibilities to clean at the end of the hiring.                                                                                                                                                                                                                                                                                                                                                                                                   |
| Clause 26 | Restrictions on animals                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Clause 27 | The strict requirement to place all rubbish and food scraps in the correct bins, and remove all excess rubbish.                                                                                                                                                                                                                                                                                                                                            |
| Clause 28 | Damage to the Hall                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Clause 29 | Hire Bookings                                                                                                                                                                                                                                                                                                                                                                                                                                              |

# Conditions of Hire of Tyalgum Community Hall

## PREAMBLE:

The Tyalgum Community Hall ("Hall") is a heritage listed building. It is operated and maintained by volunteers from the community acting as the Tyalgum Community Hall Association Inc. ("Association"). Those volunteers tend to day-to-day cleaning and required upkeep to maintain the Hall for public use. The Association is tasked with preserving and protecting the Hall for its significant heritage qualities and for its appreciation and use by future generations.

The Association will endeavour to ensure the Hall and grounds are in satisfactory condition to host your event or function. Please bring any issues to the attention of the Association before your event begins.

The wood floor of the historic main hall was resurfaced in 2019 at a significant cost. The ongoing protection of the floor surface is of the highest priority.

It is expected that at the end of your event or function, the Hall will be left in a tidy condition that reflects compliance with the Hall's Conditions of Hire and requires no more cleaning time than has been charged and paid by you for cleaning after your event or function.

1. **Charge:** The determination of the hire charge category to be applied to the Hirer (Commercial or Individual/Community), along with any supplemental charge(s) including but not limited to Bond, deposits, cleaning fees, shall be at the absolute discretion of the Association.  
Any Hirer who is in arrears with respect to payment of Hall charges or fees may not use the Hall until the account is made current.  
Bonds (less any deductions) will be returned to the Hirer within 28 days following the function or event.
2. **Vacating Hall:** Overtime charges for use of the Hall beyond the hire period will accrue at the hire rate for the hire if the Hall is not vacated by all attendees within a reasonable period after the expiration of the hiring, except where a 'take down' period has been agreed.
3. **Hirer's Responsibility:** The person signing the Application for Hire is the Hirer, or the Hirer's agent, and shall be in charge of the hire, and shall be responsible for ensuring compliance with these Conditions.  
The Hirer may not sub-hire the Hall.  
The Hirer shall be responsible for securely closing the Hall, locking doors and windows and turning off all lights and fans at the end of each day of the hiring.  
If the Hirer is granted possession of any Hall keys, the Hirer shall keep the keys secure and in possession at all times.  
The Hirer shall not have any key copied.  
The Hirer will return the keys at the end of the hire.
4. **Public Liability Insurance:** The Hall holds Public Liability Insurance which covers the liability of the Hall. It does not cover the liability of the Hirer. Commercial Hirers and those charging an entry fee and/or conducting a high risk activity should assess their need to hold their own public liability insurance cover.  
The Hall may require any Hirer to hold Public Liability Insurance for their function or event, and indemnify the Hall.
5. **Emergency and Evacuation Procedures:** The Hirer is responsible for evacuating the Hall in the case of an emergency.  
Fire Plans for the Hall are provided to all Hirers, and are also displayed at numerous locations inside the Hall.  
The Hirer shall:
  - Inform attendees, prior to event starting, what to do in the event of an emergency (ie. exit points, assembly area, etc.)
  - Arrange for attendees to leave the Hall in the case of an emergency.
  - Ensure that attendees evacuate to the lawn area near the corner timber fence to the east of the Hall.
  - Check the back of stage areas, toilets, kitchen, downstairs and upstairs areas, including Meeting Room(s) (if hired) to ensure all attendees have evacuated the Hall.
  - Ensure that attendees do not return to the Hall until advised by the Fire Brigade or Police.  
The Hirer will be responsible for all costs incurred in the case of a false fire alarm due to negligence or wilful act on the part of the Hirer or persons attending their hire.
6. **Fire Extinguishers and Equipment:** The Hirer shall ensure that there is no interference with the firefighting or equipment in the Hall. Emergency equipment is not to be removed from the Hall except in the case of fire or other emergency. Hirers using the grounds must provide their own first aid and fire safety equipment.
7. **First Aid:** The Hall has a locked First Aid Kit. The Hirer will be shown the location of the key for the First Aid Kit.  
**Defibrillator:** The cabinet containing the defibrillator is NOT locked. An alarm will sound if the cabinet is opened, and the alarm will stop when the lid is shut.

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An **Accident Form** is located near the First Aid kit.

If either the First Aid Kit or the defibrillator is used, the Hirer must record the requested information and give it to a Hall Association representative before the Bond will be returned.

8. **No access is permitted** up the stairway, except where an upstairs Meeting Room or sound equipment has been hired.  
No persons shall be on the Balcony except for event technical or production support and then a maximum of three (3) persons only are allowed on the Balcony at any one time.  
The emergency exit lights are not to be covered or hidden in any way.
9. **Maintaining Order:** The Hirer is responsible for security and the maintenance of good order during the period of the hiring, and will not permit or suffer anything to be done in the Hall or grounds which is disorderly, damaging or offensive.  
The Hirer must ensure children are supervised while in the Hall, do not go up the stairs to the first floor or balcony, and are kept off the stage unless part of a performance.  
If the Association considers at any time that the function/event is or will be disorderly, and/or the Hall is in danger of physical harm, the Association may at its absolute discretion terminate the hiring forthwith, and order the Hirer and all other persons out of the Hall forthwith.
10. **Noise and Music:** The Hall is in a residential neighbourhood. The Hirer shall, in organising and staging the function/event, consider the Hall's neighbours. Noise levels must be kept to an acceptable level at all times.  
All music and amplified sound must not commence before 8 am and must cease by 10 pm Sunday to Thursday, and 11.30 pm Friday and Saturday.  
If the Hirer is playing live or recorded music at the function/event, the Hirer must consult with OneMusicAustralia as to whether a license is required.  
Persons hiring the Hall for yoga, exercise, fitness or dance classes may be required to hold a "Fitness and/or Dance license" to play recorded music.  
Persons hiring the Hall for premium live performances may be required to hold an "Event License"  
Licenses are issued at [one.music.com.au](http://one.music.com.au).  
  
No Vigorous dancing or exercising is permitted in the upstairs room, balcony or foyer.
11. **Children:** If the Hirer's function/event involves working with children, the Hirer must apply for a "Working with Children Check" at [service.nsw.gov.au](http://service.nsw.gov.au).
12. **Alcohol:** If the Hirer is intending to sell alcohol at a function/event, or is intending to provide liquor where included in a ticket price, the Hirer must obtain a liquor licence from Liquor and Gaming, NSW at [www.liquorandgaming.nsw.gov.au](http://www.liquorandgaming.nsw.gov.au).  
Where alcohol is to be served and consumed at the Hall, the Hirer must ensure that the person or persons serving the alcohol hold a Responsible Service of Alcohol [RSA] competency card, available through Liquor and Gaming, NSW.  
The Association may, at its absolute discretion, require the Hirer to provide security at any function/event. If security is not provided as required, the Association may cancel the hiring forthwith, and any deposit and hire charges will be forfeited.
13. **Smoking:** The Hall is a smoke free environment and smoking is prohibited anywhere within the Hall or its grounds.
14. **Prohibited Items:** The Hirer shall not bring or use, or permit others to bring into the Hall or use any bales of hay, confetti, chewing gum, fireworks (including sparklers), lanterns, candles, naked flames, oils or liquids, adhesives of any kind including velcro and duct tape, staples, nails, screws, wire or any other articles that might cause damage to the Hall flooring, walls, fixtures or seating.
15. **Hirer's Equipment:** The Hirer will advise the Association of any production equipment or other large furniture or display items that is to be brought into the Hall for the function/event.  
No equipment or other structures may be suspended from any part of the Hall roof framing.  
The Hirer may not use their own prefabricated truss(s) without an Engineer's Certification.  
Any lighting, sound, musical or other equipment brought into the Hall by the Hirer remains throughout at the risk of the Hirer and the Hall accepts no responsibility for damage or theft, howsoever arising.  
No alteration or interference with the electrical installations, lighting, sound, fittings or other equipment in the Hall is allowed without the permission of the Association.  
All electrical equipment supplied by the Hirer must be currently tested and tagged by a licensed electrician.  
Should an electrical cord need to cross any part of the floor, an appropriate cable cover shall be used to cover the cord. No duct tape shall be used to hold electrical leads on the floor.  
Supplies and/or equipment may not be stored in the Hall without approval of the Association.  
The Hirer shall supply their tablecloths and table decorations.  
Eskies and bulk water containers should be placed outside the Hall not inside on the polished floor.
16. **Stalls or Other Outdoor Structures:** The Hirer shall ensure that any Stalls erected in the Hall do not cause damage to the Hall floor or walls. No stalls selling, dispensing or demonstrating oils or liquids shall be permitted in

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the Hall. Stalls erected in the grounds must not cause excessive damage to the grass and garden beds or interfere with access along the cement path from the Council footpath to the disability ramp.

17. **Decorations:** It is not the Hirer's right to decorate the Hall however they wish. Planning of event MUST be discussed with the Management Committee at time of booking.  
The Management Committee reserves the right to access the Hall or to an event at any time for any reason during the period of the Hall hire.  
No nails, tacks, staples, screws, wire, blue tac, duct tape, velcro or similar adhesive etc. may be placed or attached to, on or in the walls, floors, furniture, Hall fittings lighting or wiring infrastructure, or Roll of Honour Boards.  
All decorations must be removed from the Hall after use, and the Hirer is responsible for the removal of all waste and unused materials after a function/event including sharp or decorative items (e.g sequins, glitter) that may have lodged between the floorboards.  
**The Roll of Honour Boards are not to be covered or decorated at any time.**  
**The black & white photos on the wall are not to be removed or interfered with.**  
**The wall clock is not to be covered at any time.**  
**The stage curtains, curtain tacks and lighting are not to be interfered with in any way.**  
**Nothing is to be hung from the curtains, tracks, lighting, wiring and/or stage infrastructure.**
18. **Sound and Lighting System:** This equipment shall not be operated unless separately hired and used by a person with appropriate experience.
19. **Floor Treatment:** Special treatment of the dance floor will only be permitted with the agreement of the Association.
20. **Parking:** No parking is allowed on the Hall grounds, except for delivery vehicles and drivers with a disability sticker displayed on their vehicle who may park near the disability ramp.
21. **Kitchen:** Use of the Kitchen is not included in the cost of hiring the main Hall. The Kitchen and/or other rooms must be separately hired.  
The Hall kitchen is a Tweed Shire Council approved Food Premise.  
The Food Act 2003 requires the Hall to comply with the NSW Food Safety Standards including that Council's Environmental Health Officers may inspect the Hall at any time without giving notice.  
NO Deep Frying OR wok cooking is permitted in the kitchen.  
Some cutlery, crockery, serving and preparation items, jugs and glasses, tea and coffee pots are included in the hire charge.  
The Hirer shall supply their own tea-towels and table cloths.  
An inventory of included Kitchen equipment will be reviewed with a member of the Association as part of a pre- and post-hire inspection.  
The Dishwasher is a commercial steriliser and food must be scraped from crockery and crockery, cutlery glassware and other items must be pre-rinsed in water only before placing in dishwasher. Exercise caution from steam when opening the dishwasher door and removing rack.  
Instructions for using Kitchen equipment and appliances are located in a red folder in the Kitchen and also posted near some equipment.  
Hall Kitchen equipment shall be treated with care.  
Cutting boards are provided. DO NOT cut food items or use sharp knives on stainless steel surfaces.  
Waste bins and tables are not to be removed from the Kitchen.  
Pews and trestle tables are not to be brought into the Kitchen.  
Children are not allowed in the Kitchen.
22. **Charges for cleaning:** Where the main hall and/or stage is hired for a private or commercial function [eg. wedding, reception, concert, performance or similar], or for any event where food and/or beverages are served, fees are charged to cover the cost of thoroughly cleaning the wood floor, stage and dressing rooms, carpets and toilets after the function. An additional kitchen cleaning fee will be charged if the kitchen is hired.  
Payment of the cleaning fees does not release the Hirer from the requirements of any clause of these Conditions.  
Cleaning charges presume that cleaning the Hall will require no more than four (4) hours labour to clean, cleaning the kitchen will require no more than three (3) hours labour and cleaning the toilets no more than two (2) hours.  
If the Hall is left in a condition such that additional time is required to return the Hall and/or kitchen to it's pre-hire condition, as determined by the Association, the Hirer will be additionally charged the prevailing hourly rate for professional cleaning services, to be deducted from the Bond.
23. **Cleaning:** The Hall (and Kitchen or other rooms if hired) must be left as they were found, in a tidy condition. All goods or materials brought in by the Hirer or any person on their behalf must be removed no later than the expiration of the hiring, unless a 'take down' period has been agreed to.  
The Hirer will be provided with a "Checklist" of cleaning requirements.  
Cleaning equipment is located in the cupboard under the stairs.  
Spillages of beverages or food or muddy footprints must be thoroughly removed or wiped up with a damp cloth or mop.  
Bathroom litter is to be picked up.  
Where the hiring is for more than one (1) day, the Hirer is responsible for cleaning the toilets and replenishing paper and hand-washing liquid during and after each day.  
All internal rubbish bins are to be emptied.  
Chairs shall be wiped down to remove food or beverage residue, stacked in lots of 8 and returned to the store room.

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Trestle tables shall be wiped clean, folded and returned to the store room.

**Refer to the chart posted in the store room for proper positioning.**

**If the Kitchen has been hired**, the Hirer shall:

- Ensure no food is washed down sinks.
- Remove all food or drink from the refrigerator and freezer
- Wipe with clean water or the provided surface spray all areas used.
- Turn off all taps.
- Empty and dry the Birko water heater and the coffee percolator (if used).
- Empty kitchen waste bins and dispose of excess rubbish.
- Food or beverage residue is to be wiped off waste bin surfaces, inside and out, including lids.
- Scrape and pre-rinse crockery, cutlery, glassware, and any other items before placing in the dishwasher to be sterilised. Exercise caution from steam when removing hot racks from the dishwasher, and place wet racks on the soft mats to air-dry on bench tops.
- Do not put stainless steel tea and coffee pots in the dishwasher.
- Those items and other kitchen equipment not cleaned in the dishwasher are to be washed with hot soapy water, rinsed with hot water and thoroughly dried before being put away in their original locations.
- Leave coffee and tea pots, and thermos jugs on the benches, open, so the insides may air dry.
- Leave cleaned cutting boards stacked in the sink drying rack to air dry.

24. **Blue mats:** The mats are to be placed immediately inside or outside doorways only.
25. **Grounds:** Use of any part of the grounds is only permitted with approval from the Association. Rubbish and litter on the grass and in garden beds must be picked up. Damage from stalls/tents, vehicles and pegs is to be made good. Any stall/tent/marquee erected in the grounds must not obstruct a Hall entrance/exit or the disability ramp or pathway.
26. **Animals:** No animals are allowed inside the Hall or Hall grounds; the exception being a Registered Assistance Dog.
27. **Rubbish Disposal:** Where an event may result in the production of rubbish in excess of what can reasonably be contained in the Council bins provided, it is the responsibility of the Hirer to organise excess rubbish removal. If excess rubbish is left after hiring, the Hirer will be asked to remove it.
28. **Damage:** The Hirer shall be responsible for the full cost of making good any damage caused to the Hall, furniture, fittings, plants, or grounds, arising out of or in the course of the hiring, reasonable wear and tear alone excepted. All breakages/damage must be reported to the Hall upon return of the keys.
29. **Hire Bookings:** The Hall from time to time receives a hire booking for the Main Hall or whole of Hall that conflicts with a recurrent short booking for a meeting or class. For the purpose of receiving the greater hire income, or the nature of the booking requirements, on these occasions, the Hall Management may require the recurrent short booking to move to the Upstairs or Downstairs Meeting Room, or cancel their meeting or class on the day. The Hall Management may also require a short booking to change their booking time or room to support the needs of another hirer.

[end]