



Kyogle Council Facilities Hire Agreement

Kyogle Memorial Institute Venue Information

Kyogle Memorial Institute is located on Stratheden Street directly off the Summerland Way in the CBD. It is Kyogle's largest venue and is comprised of the Main Hall and the Banquet Room.

The Main Hall has seating for up to 400 and includes a performance stage, lighting and PA System. The Banquet Room is located on the lower level and seats up to 80 with kitchen facilities and air conditioning. Both rooms are available for hire if kitchen facilities are required. Our on-call staff will open and close the venue.



Stage

There is a large stage in the Main Hall that accommodates Dance Concerts, Plays, Fashion Shows and Performances. Female and Male toilets and dressing rooms are located to the rear of the stage.

Stage Lights

A follow spot light and basic stage lighting is available. If you are needing to use these lights please advise when making your booking. The stage lights are a specialist technical area and you will need to make arrangements for a suitable technician to setup and operate the stage lights for your event. To avoid disappointment, we recommend you make arrangements prior to your event to setup and test the equipment. If there are any faults identified prior to the event please notify Council on 6632 1611. Any damage or missing equipment as a result of the event will be the responsibility of the hirer, as per Clause 9 of the Terms and Conditions of Hire.

PA System

A PA system including microphone is available. There is an instruction booklet located with the PA System which provides basic instructions for operation. Performance sound systems are a specialist technical area and you will need to make arrangements for a suitable technician to setup and operate the sound system for your event. To avoid disappointment, we recommend you make arrangements prior to your event to setup and test the equipment. If there are any faults identified prior to the event please notify Council on 6632 1611. Any damage or missing equipment as a result of the event will be the responsibility of the hirer, as per Clause 9 of the Terms and Conditions of Hire.

Tables

Main Hall – Approx. 25

Banquet Room – Approx. 10

Chairs

Main Hall – Approx. 320

Banquet Room – Approx. 100

The tables and chairs can be moved from Main Hall to Banquet Room and vice versa. Please advise upon booking how many tables and chairs you require.

Gallery

Seating for 150 is available in the gallery. Please advise when making the booking if you require access to the Gallery.

Kitchen

The Kitchen is located in the Banquet Room and includes:

- Fridge
- Urn
- Microwave
- Domestic Oven and Cooktop
- Pie Warmer
- Pots, pans, tea pot
- Large Variety of cups, saucers, plates, bowls, utensils, cutlery and glasses

Air Conditioning

Available in the Banquet Room only.

Cleaning Supplies

Garbage bins are provided – two in the main hall and one in the kitchen. There are also 4 wheelie bins located at the back of the hall.

Emergency Procedures

Evacuation Plans are displayed on walls and strategic locations throughout the Main Hall and Banquet Room. The back gate will be unlocked prior to the booking time and must remain unlocked as it is part of the emergency escape route from the Hall and Banquet Room.

Toilets

Main Hall-

Male left of stage

Female at rear of the building

Unisex Disabled toilet at the rear of the building

Banquet Room-

Male and female to the right of the room

Unisex Disabled to the left of the room

General Information

Following your event, please advise Council via email (council@kyogle.nsw.gov.au) if there are any maintenance issues e.g. Light bulbs need changing or if you have any concerns or other feedback.

Please note, the photo shows the front of the building on Summerland Way. Access to the Main Hall is via Roxy Gallery on Summerland Way or Stratheden Street. The Banquet Room access is at the rear of the building.

TERMS AND CONDITIONS OF HIRE OF KYOGLE COUNCIL FACILITIES

1 DEFINITIONS:

"Council" shall mean the Council of Kyogle, and where not inconsistent with the context shall include its officers and servants.
"Hour" wherever referred to shall include "and part of any hour".

2 APPLICATION FOR HIRE:

- (a) In all cases, application for the use of the premises shall be made to the General Manager by written application on the form provided by the Council, at least seven (7) days prior to date of booking.
- (b) Tentative bookings not confirmed within at least seven (7) days prior to actual date shall be deemed cancelled.
- (c) The Council may reject any application without assigning any reason therefore.
- (d) Applicant must be aged 18 years or over.

3 HIGH RISK FUNCTIONS:

Bookings being identified as "high risk" are based on the type of activity and/or known history of similar activities, or any function where alcohol is being served, and may include but not limited to 18th/21st birthday parties, functions where hirer is required to provide licensed security guards and/or certified first-aid officers. Council may notify the police of any "high risk" activity that may be booked.

4 ALTERATION TO 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.

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. [This may include but not limited to government election days, Council civic functions, or other times when the venue is required for legal or statutory requirements, or maintenance]. If the hiring be 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. Regular bookings are also subject to cancellation or alteration by Council.

6 FUNCTION TIMES:

No hire will exceed 12 midnight. Hours of use include time required for setting up, dismantling and cleaning, etc.

7 HIRER NOT TO SUBLET:

The hirer shall not sublet or part with the possession of the premises or any section or part thereof.

8 PRESERVATION OF ORDER:

The hirer shall be responsible for the maintenance and preservation of good order in the premises and in the approaches thereto throughout the whole duration of the hiring. The hirer must remain in attendance throughout the hire period and is responsible for centre security, safety of guests and supervision of all activities.

Where, in the opinion of Council's Officers, that noise is excessive, Council reserves the right to have the noise level reduced or ceased, including cessation of the function or event if deemed necessary.

9 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 by 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 on the hirer.

10 DEFACING OF WALLS ETC:

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 is to be made on any wall or door, nor is any scenery, fitting, decoration, poster, advertisement, notice, flag, shield or other emblem of any kind to be attached in any way to walls, doors, curtains, drapes and the like in any part of the premises, including the use of sticky tape, blue-tac or similar products. At no times are emergency exit signs, or fire and first-aid equipment fixture to be covered or obscured. Direction with the proper display or hanging of articles shall be sought from Council's Officers.

11 ADVERTISING:

No permanent advertising is allowed anywhere within the venue or its grounds. Council approval is required for the erection or hanging of any portable advertising signs including banners.

12 SEATING ACCOMMODATION:

- (a) 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, plays, balls, dances, meetings and the like but shall not be used for general seating accommodation. No seating shall be permitted in passageways or aisles.
- (b) Standing on furniture or permitting footwear to rest on any wall or door, or on any furniture is STRICTLY PROHIBITED.

13 FIREPROOFING DECORATIONS ETC:

All scenery and decorations made of combustible material which the hirer wishes to install in the premise, must be first rendered FIREPROOF. The responsibility for fireproofing such material rests with the hirer. All decorations proposed to be installed will 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 may be removed from the premises by the Council.

14 SHARED FACILITIES:

Where multi-venues are booked by different hirers at the same time, all groups have access to the common-access toilet facilities on a shared basis.

15 FURNISHINGS

No furniture is to be moved from one venue to another without permission of Council or its authorized representative. Furniture set up and storage to be undertaken by the hirer.

- 16 HIRER'S CONTRACTORS/SERVICE AGENTS:**
Hirers who obtain services (paid or unpaid) from others to assist with the booking [e.g. caterers, persons to set up, cleaners, technical specialist, etc.] are required to ensure all contractors/service agents
- Abide by these conditions of use,
 - Arrive and leave the premises within approved period of booking,
 - Provide the hirer with a risk assessment and safe work method statement,
 - Are inducted onto the site by Council Officer, or authorized representative, and
- No booking can proceed without all the above being undertaken, and risk assessment and safe work method being received by Council prior to the hire period.
- 17 RISK ASSESSMENT**
The Council reserves the right to have the hirer undertake a risk assessment of any activity to be held during the period of hire and for the hirer to implement treatments/methods that ensure the safety of all persons attending the activity, and that there is no damage to the centre. Where, by arrangement with Council, alterations to the furnishings or fittings are allowed on a short-term basis, the alterations should be secure in order to comply with Occupational Health and Safety standards, while ever they are *in situ*.
- 18 EMERGENCY EVACUATION:**
The hirer shall maintain clear and trafficable, without hindrance, passageways, entrances, exits and aisles provided in the premises.
- In the case of an emergency, the hirer is responsible for arranging all those attending the function to leave the building and go to the nearest designated assembly area – per the emergency evacuation plan provided in each venue.
- 19 SAFETY EQUIPMENT**
When not in use, Fire Extinguishers shall not be removed from their mountings.
Handrails and other safety equipment shall not be removed except by, and with approval of, Council officers.
- 20 ELECTRICAL CONNECTIONS**
Clear and unobstructed access to all power points and light switches shall be maintained.
- 21 ELECTRICAL EQUIPMENT:**
All non-Council electrical equipment and leads to be in good working order, and must either have been tested by a qualified electrician and verified by means of tagging, or have a risk assessment performed. Council staff have the right to deny use of any non-complying items. Urns and other electrical equipment, except for refrigerators, are to be turned off when use finished.
- 22 ENTRANCE WAY ACTIVITIES AND TOUTING:**
Activities must allow free passageway to the general public, be confined to the footpath and not encroach upon the roadway. They are not to be of a nature to cause offence, shock or harassment to passers-by and not be unduly amplified. The use of any sound amplification outside the centre is strictly prohibited unless approved by the Council at the time the booking is made. Noise levels are to be kept to a minimum at all times to avoid disturbance to other groups and neighbouring properties. The hirer shall comply with the requirements of the Protection of the Environment Operations (POEO) Act 1997 (pt8.6,s276) that covers noise control.
- 23 SUPERVISION:**
The Council 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. Council, or its authorized representative, at its discretion may cause the entrance doors to be closed and/or refuse admission to any person or terminate any function where there has been a breach of any of the conditions, or the function has become or likely to become disorderly.
- 24 SPIRITUOUS LIQUORS:**
The hirer shall not allow spirituous liquors to be sold in the premises without permission of the Council and subject to the obtaining of an on-license. Spirituous liquors shall not be served or consumed in the premises unless prior permission so to do has been previously obtained from the Council, and abide by the Liquor Act 2007.
The hirer shall not allow spirituous liquors to be served from kegs or barrels within the facility nor shall kegs or barrels be permitted to remain in the facility during any function.
Prior permission may be obtained from Council to serve spirituous liquors from the kitchen of each facility, or as otherwise special permission is obtained from Council. All consumption to be within the confines of the premises, including enclosed areas, but excluding footpaths.
- 25 SMOKING:**
The hirer shall not permit and shall prevent smoking in the premises.
- 26 CONFETTI:**
The use of confetti in any part of the premises is strictly prohibited.
- 27 FOOD**
The preparation of food and beverages shall be confined to the kitchen, with the exception of the provision of an urn at other locations. Grease and food scraps are not to be washed down the sink but should be wrapped and placed in garbage bins provided. Caterers other than hirers should obtain from Council an Interim Food Vendors License.
- 28 CLEANLINESS:**
The premises, including adjoining footpaths, shall be left in a clean condition at termination of hire. [This includes the removal of garbage*, the cleaning of equipment and furniture, floor and food preparation surfaces, and toilets]. Any additional cleaning required shall be at the cost of the applicant and payable on demand by the Council. It is expected that the venue will be left in a condition suitable for immediate use at all times.
*Waste removal to be according to Australian Food Standards, or Council's Health Officers requirements
- 29 RECEIPT OF ARTICLES:**
The hirer shall make adequate arrangements for the receipt in custody of all articles and things supplied to such hirer at the premises or any action or part thereof during the period of hiring and for the removal thereof upon the termination of such period. The Council does not accept responsibility for private property left at the venue before or after the hire period.

- 30 REMOVAL OF ARTICLES:**
When a hirer attends at the premises following a function or performance in order to remove any of their property or to assist to remove any debris or rubbish left in the premises following any function or performance, no charge shall be made by the Council provided that the hirer attends at the premises during the ordinary working hours of the Council Officer.
- 31 LOST PROPERTY**
Authorized Council Officers are the only persons allowed to enter, examine and search the venues for lost property.
- 32 MUSICAL EQUIPMENT**
Installed Pianos shall not be moved without permission. Any unauthorized movement of pianos may require any cost of re-tunings being recouped from the hirer.
- 33 PORTABLE APPLIANCES:**
No portable gas or liquid fuel appliance shall be used in the premises except with the prior approval of the Council, and, if approved, under the supervision of the hirer at set times whilst in use. There are to be no fireworks, candles or other flammable burners, smoke or fog machines used in the premises.
- 34 CINEMATOGRAPH FILMS ETC:**
No cinematograph, magic lantern or exhibition or entertainment of the like kind, including any picture film, whether silent or sound, and no flashlight photographs of any kind shall be permitted to be shown or take place in the premises without the consent of the Council being first obtained and the hirer shall, at hirer's own expenses in case the same or any of them may be permitted, provide such protective apparatus or appliance as may be necessary or may be directed by the Council in order to comply with the requirements of Law or with the Council's Fire Insurance Company or Office.
- 35 EXTRA LIGHTING:**
Extra lighting shall not be installed in the premises without the permission of the Council or its authorized representative. Where such permission is granted, such lighting must be installed ONLY by a duly licensed electrician, and operated by an experienced operator.
- 36 SOUND EQUIPMENT:**
Additional sound equipment shall not be installed or used in the premises without the permission of the Council or its authorized representative. Where such permission is granted, such equipment shall only be installed by a qualified person, and operated by a proficient person if no audio/visual technician is on site.
- 37 INSURANCES:**
All extra insurance involved under any hiring shall be effected by the hirer who shall pay the premium direct to the insurance company in the name of the Council and hand the receipt thereof to the General Manager before the booked date.
- 38 INDEMNITY:**
The hirer shall indemnify and keep indemnified the Council from and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands in any way 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, his guests, invitees, licensees, servants, agents or contractors, whether such accident, damage or loss was due to the negligence of the Council or otherwise and notwithstanding that such accident, damage or loss arose from or by reason of any defect in the premises, fittings or other appurtenances or otherwise howsoever.
- 39 ENTRY FOR INSPECTION:**
Any officer or servant of the Council in the course of his/her duties 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/she or they shall not be entitled to any seat or privilege beyond entry as a Council Officer.
- 40 AUTHORITY OF COUNCIL OFFICER:**
The Council 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 Council Officer, in which case the provision of Clause 3(b) of these conditions shall apply.
- 41 COUNCIL LIABILITY:**
(a) The Council shall not be responsible for or incur any liability in respect of any loss occasioned by the hirer through accident of any kind or electricity failure or any other cause.
(b) Neither the Council, nor any of its officers or 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 hirer's behalf.
(c) The "balcony" of the Kyogle Memorial institute (KMI) may only be accessed upon authorization of Council or Council's Officer.
- 42 INTERPRETATION & PLACES OF PUBLIC ENTERTAINMENT:**
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. The hirer shall comply with all the relevant provisions of the Local Government Act 1993, as amended, and any other Acts or Regulations pertaining to the governed use of the venue. The hirer shall comply with the OH&S Act at all times. If the activity involves children up to 18 years of age the hirer is legally required to comply with the Child Protection Acts, including conducting employment screening in line with this legislation.



KYOGLÉ COUNCIL HALL/PARK HIRE AGREEMENT



Please Note:

- Facilities are to be left in a clean and tidy manner. Tables and chairs to be packed up and returned to where taken from or a fee of \$200 may be charged. See Condition 28.
- Separate arrangements are required to be made for use of the sound system, additional lighting system and gallery
- At the arranged times, venue will be opened and closed by a Council Officer
- Set up by Council Officers is **not** part of the Hire Agreement
- Regular users (more than once per month or 12 times per year) are to provide a copy of Public Liability coverage of \$10,000,000
- Public Toilets are open 24/7 at Anzac Park and Amphitheatre

Organisation:		
Contact Person:	Role:	
Postal Address:		
Phone:	Mobile:	Email:

Would like to make an application to hire:

- | | | |
|--|---------------------------------------|--|
| <input type="checkbox"/> Kyogle Main Hall | <input type="checkbox"/> Don Gulley | <input type="checkbox"/> Anzac Park/Netball Courts |
| <input type="checkbox"/> Kyogle Banquet Room | <input type="checkbox"/> Amphitheatre | <input type="checkbox"/> Marquees (2 available) |

Event Details:

(Please allow time to setup, pack away and cleaning of facilities)

Dates Required:	
Start Time:	Finish Time:
Event Description:	

Requirements:

Main Hall and Banquet Room <ul style="list-style-type: none"><input type="checkbox"/> Tables No. required<input type="checkbox"/> Chairs No. required<input type="checkbox"/> Urn<input type="checkbox"/> Microphone	Marquees <ul style="list-style-type: none"><input type="checkbox"/> No. required	Amphitheatre <ul style="list-style-type: none"><input type="checkbox"/> Rent of power box
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Applicants Declaration

I have read and agree to be bound by and observe the attached terms and conditions if Council approves this Application. I acknowledge that Council reserves the right to seek costs for damages and repairs, or cleaning and an invoice will be issued for any damage. I am 18 years or over.

Signature: _____ Date: _____

Confirmation of Fee Waiver

I _____ on behalf of _____ request the waiver of fees as detailed in Kyogle Council's Fees and Charges as this group/organisation is a School or Sporting Club based within the Kyogle Local Government Area, Charity Group or a Registered not-for-profit organisation.

Signature: _____ Date: _____

Regular Hires Acknowledgment of Public Liability Insurance

I _____ on behalf of _____ Acknowledge that we are Regular Hirers; being more than once per month or 12 times per year in the Kyogle Memorial Institute, and have included a copy of our current Public Liability Insurance of \$10,000,000.00.

Signature: _____ Date: _____