



ABN 57 009 596 598
 PO Box 345 Nhulunbuy NT 0881
 PH:08-8939 2200 FAX: 08-89872451

Application for Nhulunbuy Town Hall Hire 2009

(Forming part of the Formal Hire Agreement)

Hirer Details:

Name of Hirer /Organisation ABN

Postal Address

Contact Person Phone

Mobile Fax

Dates/Times: **Single Booking** – details below

Various Bookings for the Year.

Date	Time From	Time To
	am/pm	Am/pm
	am/pm	Am/pm
	am/pm	Am/pm

Please advise in writing dates & times required.

This is subject to availability.

Purpose of Hire:

Cost of Hire:

No. of Hours	<input type="text"/>	@ \$18.15* per hour (incl. GST)	Sub Total	\$ <input type="text"/>	Total
No. of Hours	<input type="text"/>	@ \$36.30* per hour (incl. GST)	Sub Total	\$ <input type="text"/>	\$ <input type="text"/>

* Choose appropriate rate. Note: Minimum charge is one hour at relevant rate plus one hour cleanup time. Midnight Sat to 6.00pm Friday \$18.15/hr; 6.00pm Friday to midnight Sat \$36.30/hr (rate includes GST)

Inspection Request:

Office Use – Inspection Report

Hirer should call KENDELL KENWAY on 0439849943 at the completion of cleaning to request an inspection.

Please indicate a time for inspection: _____

Refund Deposit.

Checklist – must be completed before booking is confirmed:

Office Use

<input type="checkbox"/> Every Page of Agreement Signed	<input type="checkbox"/>
<input type="checkbox"/> Public Liability Insurance Attached If no Public Liability cover is available to individuals/groups hiring, please ask for more details. Refer to Clause 30	<input type="checkbox"/> \$ _____ Rpt No: _____
<input type="checkbox"/> Fee Payable (Separate Cheque)	<input type="checkbox"/> \$ _____ Rpt No: _____
<input type="checkbox"/> Security Deposit \$500 (Separate Cheque) Security Deposit refunded after inspection completed and the corporation notified of a satisfactory result.	<input type="checkbox"/> \$ _____ Rpt No: _____
<input type="checkbox"/> Kitchen Required <input type="checkbox"/> No <input type="checkbox"/> Yes – Please complete form	<input type="checkbox"/> No <input type="checkbox"/> Yes
<input type="checkbox"/> Audio Required <input type="checkbox"/> No <input type="checkbox"/> Yes – Please complete form	<input type="checkbox"/> No <input type="checkbox"/> Yes
<input type="checkbox"/> Keys to be collected during office hours Monday to Friday 8am to 4:30pm	

Signature of Hirer/Contact Person _____ Date: ____/____/____

Approval Granted: Yes/No

I M P O R T A N T

Switch Locations

Foyer light	Switch to right of door as you enter.
All other lights	Operate from board in stage wings to your left.
Curtains	Stage and Auditorium west and east also operate from board in stage wings to your left.
Air-conditioning switches	Are on the left as you enter the foyer. Please turn off when leaving the hall.

Hiring Rules & Cleaning Instructions

1. Food and flavoured beverages are not to be consumed in main hall area except when a function is being held although they can be consumed in foyer area.
2. Lights and air-conditioning to be switched off.
3. All refuse to be removed, including waste paper in toilets.
4. Toilet pedestals/urinal, hand basins and mirrors to be thoroughly cleaned.
5. Chairs to be cleaned and stacked in 7's and stored at rear of hall (trolley must be used to move).
6. Floors to be swept and mopped after every use, including the stage area etc. If it is necessary to wet mop the auditorium due to spillage, please check once floor has dried to ensure no residue has been left. Often it is necessary to wet mop **twice** to adequately cleanse the surface.
7. All lower windows/door panels to be cleaned.
8. All painted surfaces to be wiped.
9. Hall to be locked, keys to be returned and inspection requested. Please ring **KENDELL KENWAY on 0439849943 to request inspection.**
10. Dressing rooms to be cleaned if used.
11. Fridge and Freezer to be cleaned and left **on**, if used.
12. Kitchen to be thoroughly cleaned.
13. Stage back wall (white) must be cleaned thoroughly.
14. Individual groups equipment is to be removed from Hall and placed in the storage on right side of the building.

Your Responsibility

- If you have any problems please contact **KENDELL KENWAY 0439849943**
- Please report faults to the Corporation immediately.
- Please ensure you leave the hall as you would wish to find it.
- Please check the hall before you commence your hire and notify either the Nhulunbuy Corporation on **8939 2200** or **KENDELL KENWAY on 0439849943** if there are any issues to be addressed.

Nhulunbuy Town Hall Hire – Schedule of Fees

All Users please be advised that separate cheques are required for the security deposit and hire fees.
Cheques are to be made out to "Nhulunbuy Corporation Limited"

Midnight Saturday to 6.00pm Friday \$18.15 per hour including GST

6pm Friday to Midnight Saturday \$36.30 per hour including GST

Nhulunbuy Corporation Limited (NCL)

Schedule of Hiring Conditions for Nhulunbuy Town Hall

1. Application for hire of the Nhulunbuy Town Hall must be made on the prescribed form and be signed by a person over the age of eighteen years (herein called the contact person) who will be equally responsible with the hirer for the payment of all fees, charges and other monies payable under, or arising out of, the hiring agreement and for the due and proper observance of the conditions of hire and directions given by the Corporation or its servants or agents pursuant thereto.
2. **The maximum number of person permitted in the Town Hall Auditorium at any one time is 344 as per the Building Code of Australia.**
3. **Application for usage of the Lighting and Sound equipment is to be applied for on a separate form (see usage request form).**
4. Nhulunbuy Corporation Limited reserves the right to revise fees and charges from time to time as may be found necessary without notice, and the fee current at the time of the function is the fee payable, unless otherwise advised in writing.
5. In the event of any dispute or difference arising as to the interpretation of these conditions or as to any matter or thing herein contained, or as to the meaning of any of these terms and conditions, or as to what services, or staff or concomitants or leasing are to be provided by the Nhulunbuy Corporation Limited/Nhulunbuy Town Hall Management free of charge, the decision of the Town Administrator thereon shall be final and conclusive.
6. The Nhulunbuy Corporation Limited reserves the right, without giving any reason, to refuse to accept any hiring agreement as to cancel any agreement already made and Nhulunbuy Corporation Limited shall not be liable in any way for any loss or damage or otherwise in consequence of the exercise of this right. In these circumstances Nhulunbuy Corporation Limited may refund any portion of amounts paid on account of fees if such refund is considered to be warranted.
- 7.(a) The hirer shall not bring any spirituous liquors into the premises nor permit other persons to bring such liquors into the premises for sale, unless necessary licences/permits have been obtained and the approvals of the Nhulunbuy Corporation Limited, the Nhulunbuy Police and/or NT Liquor Commission have first been obtained.
- (b) Where approval has been given spirituous liquors may only be consumed within the confines of the premises themselves or otherwise as stipulated on the licence/ permit.
8. Completing these Hiring Conditions and payment of the prescribed fee and key deposit of \$500, are to be made out in two separate payments (hire fee & security deposit \$500).

The key is to be used for the exclusive use of the particular event.

The key is not to be lent out to any other person or organisation, nor is it allowed to attempt duplication of the key.

No animals are to be taken into or allowed to remain in the Town Hall area.

No bikes or skateboards permitted in the Town Hall.

No noisy or unruly behaviour will be tolerated.

The Town Hall area is to be left in a clean and tidy condition as per cleaning instructions.

No responsibility will be accepted for the loss, damage or theft of private belongings or any other items of value.

No trees, shrubs, building fittings or other equipment are to be interfered with in any way whatsoever.

The key is to be returned immediately after cleaning or on the next working day, with the key security deposit being refunded after a satisfactory cleaning inspection.

Those persons found within the town hall area without the proper authority will be deemed to be trespassing on private property and may be prosecuted.
9. The premises and immediate surroundings must be cleaned (***please refer to the attached cleaning instructions***) and all tables, chairs, utensils and appliances replaced in the designated areas and like items used during the period of hire to be left by the hirer in a clean condition similar to prior to use and all goods, properties or materials brought in by the hirer or by any other person on his behalf must be removed from the premises after the expiration of the hire period, and the premises shall also be vacated by this time.

The caterer of any event shall remove all his goods, properties and materials, including kitchen refuse and garbage and vacate the premises at the expiration of the period of hire. All garbage and refuse shall be removed from the premises unless other arrangements are agreed to in writing at the time of application. The Nhulunbuy Corporation Limited will impose an additional fee for cleaning if the condition of the premises after the function is not acceptable.

10. The hirer acknowledges that subject to the provisions hereof and to such directions as may properly be given hereunder it is the occupier of the premises for the period of the hire and accepts responsibility for due care for the safety of the property and person of all entrants pursuant to the hire and agrees to indemnify and keep indemnified the Corporation and its servants and agents in respect of any action, claim or demand for damages, compensation, costs or other remedy for any death, personal injury or loss of or damage to goods or other loss or other loss or damage whether for negligence or any other claim that may at any time hereafter be brought against the Corporation in any way arising out of the hire.

11. The hirer shall be responsible for the cost of making good any damage caused to buildings, equipment (***trestle tables are not suitable for heavy items or for standing, sitting or dancing upon***), floors (***it is not permitted to drag items across the floor - trolley to be used for chairs etc.***), furniture or fittings, arising out of any incident in the course of the hire, reasonable wear and tear excepted. Damage to the tables and floors will be charged accordingly on a cost recovery basis; there will be a MINIMUM charge of \$50.00 per table.

12. Hirers using Nhulunbuy Corporation Limited's trestle tables (***13 large, 12 small & 5 white laminated tables+ 10 White Poly Tressel Tables***) chairs (***370 approximately***) or equipment for serving or handling refreshments of any kind must provide suitable table cloths or other approved means of covering for all such tables, failure to do so may result in the hirer incurring cleaning costs.

Christmas decorations displayed during the festive season must not be removed or tampered with in any way. The hanging of streamers, flags or other decorations by the hirer will not be allowed without the consent in writing from, and subject to any conditions which may be imposed by, NCL or the Town Hall Management.

The bringing into the Nhulunbuy Town Hall property or the use therein of confetti, chewing gum, fireworks or any other articles deemed by Town Hall Management to be objectionable is prohibited.

Nails, tacks, screws, pins adhesive tape or any other fastenings must not be driven into or attached or affixed in any way to walls, floors, ceilings, furniture or fittings.

Cigarette smoking is strictly prohibited within the Nhulunbuy Town Hall's premises, including any activity that could generate smoke, such as burning food caused by cooking. In the event that the hire space smoke detector alarms are triggered, the hirer agrees to pay all Fire Services "call out" charges for which the actions of the hirer or its agents are responsible in causing the triggering.

The hirer also agrees that all Fire Services "call out" costs for which the hirer is responsible will be

paid for through a debiting of the Security Bond by the amount of the "call out" cost, if insufficient, additional costs may be requested to be paid at the Nhulunbuy Corporation and Town Hall Management discretion.

Two (2) fire hoses are provided and fire exit doors at the rear and front of the building are clearly marked, these exits must be kept clear at all times.

14. No connection to or interference with the electrical installation, lighting effects, sound system or stage fittings or other properties, nor the use of any apparatus for broadcasting or otherwise, will be allowed without the written permission of the NCL. Any hirer of the Nhulunbuy Town Hall property desiring to use any additional lighting effects other than those provided, or to make any connection of any apparatus to the electrical installations, must make written application for permission to do so. Such applications must be submitted to NCL or the Town Hall Management at least seven days prior to the date for which the permission is desired. NCL will not permit the use of double adaptors and only surge protected power boards will be acceptable.

The application must give full details of the nature and extent of the additional lighting or apparatus desired to be used, or of any work desired to be done. Should any such applications be approved the work will be done by an electrician nominated by the Nhulunbuy Corporation Limited, on payment by the hirer of the premises of the additional charge appropriate for the work necessary. In regard to every such application, the Nhulunbuy Corporation Limited may refuse permission or may grant same subject to such condition as the Nhulunbuy Corporation Limited may deem fit.

15. No furniture, equipment or other contents are to be removed from their usual position or from the hall without reference to Nhulunbuy Corporation Limited or its agent and shall in the event of loss or damage to any such item be liable to pay such charges as may be determined by the Management.

Wooden or metal stands, equipment or materials of any kind must not be placed in the premises without the prior approval of the Town Hall Management and any such fittings permitted must be carried and not dragged along the floor.

16. The hirer undertakes that in connection with the use of the premises he will not permit anything to be done, which is disorderly or offensive.

17. If in the opinion of the Nhulunbuy Corporations Limited or its agent, any function has become disorderly, they shall have the authority to terminate the function immediately.

18. The hirer shall be responsible for the maintenance and preservation of good order. Should it become necessary during the occupation of the premises, for the hirer to leave the premises, he must nominate a responsible person to act on his behalf..

19. Sub-Letting of the premises or any section or part thereof is absolutely prohibited, and will not be recognised under any circumstances.
20. The hirer or promoter shall undertake to properly observe all the provisions of the Commonwealth Copyright Act and to pay any royalties due under that or any other Acts in respect of this engagement. The Town Hall Management reserves the right to cancel the engagement and the use of the premises where it appears that these provisions will not be observed.

The hirer undertakes to indemnify the Town Hall Management/ Nhulunbuy Corporation Limited and free it of any obligation in respect of the Commonwealth Copyright Act.
21. The hirer undertakes to comply with all safety precautions as directed by Nhulunbuy Corporation Limited or its agent.

Any dispute arising between the hirer and the Town Hall Managers of the Town Hall property shall be referred to the Nhulunbuy Corporation Limited, whose decision thereon shall be final and conclusive.
22. It is a condition of letting for the purpose of concerts or band performances that in the event of the Town Hall Management declining to sanction the same or any item in the programme, no liability or responsibility of any kind shall devolve upon the Town Hall Management or any of its officers in respect of such letting, and that the hirer shall not perform or give or permit to be performed or given any concert, band performance or item as aforesaid which has not received the previous sanction of the Town Hall Management or Nhulunbuy Corporation Limited, and shall indemnify the Town Hall Management/Nhulunbuy Corporation Limited and its officers against all actions, claims, demands, costs, charges, expenses, fines, penalties and forfeiture arising out of any breach of this condition by the hirer or his servant or agent.
23. The hirer undertakes not to use the property for illegal purposes.
24. The Town Hall Management representatives shall have admission to the premises, or any part thereof, at all times.
25. Nhulunbuy Corporation Limited/Town Hall Management may at their discretion, cause the entrance doors to the premises to be closed and refuse admission to any person or persons.
26. All exits shall be maintained clear and useable without hindrance at all times.
27. The premises are let on the rules and conditions above mentioned and the payment by any person of any sum by way of rental for the premises, and the issue to any such person by or on behalf of Town Hall Management/Nhulunbuy Corporation Limited of any receipt for such sum, shall be deemed to be an acknowledgment and acceptance by such person of the condition and stipulation's herein contained.
28. The Hirer shall pay such security/key deposit as the Management may require. The Hirer acknowledges that the Management, as its option, may retain the deposit and institute proceedings to recover any costs incurred in the restatement of any damage to the hall, fittings or other contents therein suffered as a result of the hire.
29. The Hirer shall ensure that all electrical appliances, air conditioning plant and power is switched off prior to departure and that the hall is locked upon completion of the period of hire and that all keys issued are returned to the Corporation office without delay on the following working day. The Hirer shall request an inspection of the premises, and upon a satisfactory inspection, the security/key deposit will be returned. (**see clause 8 and clause 28**)
30. The Hirer shall provide proof of public liability and any other relevant insurances required for their function. If the hiring parties do not have insurance and it is required on a "one off" basis, help with cover may be requested. An extra fee is applicable.
31. Permanent weekly bookings are to be confirmed at beginning of each four week period.
32. Any failure to comply with the terms of this agreement may disqualify the hirer from any future use of the facilities.
33. The Town Hall Manager is deemed to be the agent of the Nhulunbuy Corporation Limited.

The Hirer having read and understand the Hire Agreement, the Conditions of Hire and the Rules agrees to hire the Town Hall under the said conditions/rules.

Signature of Hirer

Signature of Authorised
Person on behalf of the Management.

Signature of Contact Person & Title if applicable