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# Bellingen Memorial Hall

## Conditions of Hire

### Introduction

The Bellingen Memorial Hall is an iconic and much-loved community facility, owned and operated by the Bellingen Shire Council with support from dedicated community members.

Due to its multi-million-dollar redevelopment, the Bellingen Memorial Hall has transitioned into a cultural hub that now offers a variety of spaces for use for varying types of events and activities that support both community and commercial interests.

The Fee Schedule has been developed in consideration of both the local organisations and commercial functions at a competitive market rate.

### Bookings

Bookings are made through the Venue Coordinator or by completing the booking request form available on Council's website [www.bellingen.nsw.gov.au](http://www.bellingen.nsw.gov.au). The Venue Coordinator or other associated staff member will endeavour to respond within 5 business days.

Should your enquiry be for a booking within a month, please contact Council directly on 02 6655 7300 and ask to speak to the Venue Coordinator or Manager Economic and Business Development.

A booking fee will be required to secure your dates in the Memorial Hall. Please also refer to the Booking Cancellation terms and conditions.

### Booking Fee

A booking fee of \$30.00, or total fee if hire charges are \$50.00 or less, is required at the time of booking.

When a booking is made the booking will be held for 14 days pending the receipt of the booking fee. Until the booking fee is paid the venue may be open for hire without notice.

The booking fee is non-refundable.

### Booking Cancellations

- As much notice as possible must be provided for booking cancellations.
- Any cancellations up to 14 days from the event or activity will not incur a fee.
- Cancellations between 7 – 14 days from the event or activity will incur a fee equivalent to 50% of the total hire costs.
- Cancellations received 7 days or less will incur a fee equivalent to 100% of the total hire costs.

### Cleaning and Damage Deposit

The venue is inspected and cleaned regularly. It is the responsibility of the Hirer to leave the hall in the same condition that it is found. If additional cleaning is required, the Hirer will be charged the cleaning cost plus 10%. \*To



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cover this, a deposit of \$110 may be required before the hiring begins. It will be returned after the hall has been inspected, found satisfactory, and the keys returned.

For long standing Hirers this deposit may be waived at the discretion of the Venue Coordinator on condition that liabilities for late cancellation, extra cleaning or damage are paid on demand.

If the venue is not closed securely on the Hirer leaving the premises the cleaning deposit will not be refunded.

At times, the venue is heavily booked with back-to-back activities, therefore, the venue is to be left clean so not to inconvenience any other user or group.

The cost of the repair of any damage due to the use of sticky tape, Blue Tak or any other adhesive that causes damage to the paintwork of the hall in any way will be charged against the Hirer of the venue.

### **Terms of Hire**

The Hirer is responsible for vacating the venue, including removal of all equipment, at the time specified. However, where the hall is hired for a function to continue later than 10.00pm, the Hirer will be permitted to leave the equipment in the hall overnight and remove it by 10.00am on the following day, provided that the permission of the Venue Coordinator is obtained. (This will normally be given unless the venue is booked by another Hirer.)

If the venue is not vacated by the agreed time the Hirer will be charged the full hire rate for the time in excess of the agreed time. Any equipment left at the venue will be removed to a place of safekeeping and the Hirer charged the full cost of removal and storage.

In addition, the venue may be cleaned, and this cost passed on to the Hirer.

### **Restrictions on Use of the Hall.**

- The maximum capacity in the main hall at any one time is up to 500.
- The maximum capacity in the Studio space at any one time is up to 100.
- The small workshop space (old supper room) is up to 30.
- The Hall is not licensed for accommodation and persons are not allowed to sleep there overnight.

Council regulations require that, in the interest of health and comfort and to avoid damages for liability, notice is given that the venue is a non-smoking facility.

It is also a Council requirement that there is to be no fire used in the venue unless prior written notice has been obtained from the Venue Coordinator and a Registered Fire Officer is in attendance.

Food and drink must not be taken into the event spaces unless prior permission has been obtained. Where refreshments are provided, they should not be served in the foyer or out on the deck area.

Refreshments may be served in the small workshop space (old supper room) with prior approval obtained from the Venue Coordinator and the specified cleaning deposit paid.

The venue is not currently licensed for the sale of alcohol. Hirers providing alcohol must hold an appropriate Alcohol Licence (RSA) and provide a copy of this to the Venue Coordinator prior to the event going ahead. All other



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associated conditions must also be in place based on current legislation or other regulations at the time, including having security present.

Council is looking into obtaining an alcohol license. Should this occur, there may be an opportunity to use this license as part of an event which may or may not incur a small fee.

It is a Council requirement that functions do not continue beyond 12 midnight. This includes after event activities.

### **Insurance**

It is a condition of the Bellingen Shire Council that permanent users of the venue, those who hire the venue for more than 9 times a year, commercial organisations, sporting groups and incorporated bodies are required to hold their own Public Liability Insurance (PLI) with a minimum \$10M.

Any function where an admission fee is charged is classified as a commercial function and a PLI is required. The Insurance Certificate is to be provided to the Venue Coordinator prior to the event taking place.

Casual Hirers may be covered by the Bellingen Shire Council's Casual Hirers insurance policy. For the purposes of Council's Casual Hirer insurance policy, a Casual Hirer means "any person or group of persons (not being a sporting body, club, association, corporation or incorporated body), who hires a Council facility for non-commercial or non-profit making purposes, less frequently than once per calendar month or 12 times per calendar year".

Should an incident occur under a Casual Hirer agreement and a claim is made against Council's Insurance, the Hirer will be required to pay the excess amount, currently \$1,000.

### **Piano**

There is a piano available for hire at the venue. The piano is not to be used unless prior approval has been obtained from the Venue Coordinator and has been specifically booked for use. Should the piano need to be tuned, this may come at a cost to the hirer or a share of the cost thereof.

### **Mirror**

A mirror is fitted to the eastern wall in the main hall and is available to all users. It is required that, if used, the mirror be cleaned, and the door closed at the end of the session.

### **Lighting & Sound**

In-house lighting and PA are usually included in the cost of the hire of the venue. Any additional requirements should be discussed with the Venue Coordinator. The use of lighting and sound must be done by a professional technician or suitably qualified operator. The Hirer will be held responsible for any damage caused by non-compliance or inappropriate use of the equipment. Additional lights and sound equipment are also available for hire. Specific requirements should be discussed with the Venue Coordinator at the time of booking.

### **Multi-media**

The venue provides various multi-media options including projectors available for hire at the venue in both the main hall and Studio, HD projector, cinema screen, radio mics and other types of equipment. Please speak to the Venue Coordinator to assist with providing information as to their appropriate hire and use.



## **Regular Users**

Regular users are those who use the venue for at least 40 weeks of the year. Such Hirers may be asked to forego a pre-booked date, with at least 2 (two) weeks of notice, should a request be received of a higher or commercial fee to use the venue. The Venue Coordinator will endeavour to accommodate an alternative date or space where possible.

## **Key Deposit**

A deposit of \$10 per key may be charged when Hirers are given the key(s), refundable on the return of the key(s). This does not apply to Hirers paying a full deposit and cleaning fee and may be waived by the Venue Coordinator for the long-standing Hirers of proven reliability.

## **Collection and Return of Key/s**

It is a condition of hire that keys will not be provided until booking fees have been paid and all associated documentation has been received.

Keys must be returned to the Venue Coordinator and are not to be handed to any other party without the permission of the Venue Coordinator.

## **Monthly Accounts**

Regular users (those who use the venue for at least 40 weeks of the year) may pay by monthly account on application to the Venue Coordinator. Accounts must be paid as soon as possible and no later than 14 days of the invoice being provided, or any discounts may be withdrawn and key/s returned.

## **Maintenance of Order**

Hirers are reminded that they are responsible for the maintenance of good order in the venue and the immediate vicinity until the audience or participants have dispersed. In some cases, it may be a condition of the letting of the venue that the Hirer employs a qualified Security Officer for the duration of the function. Should this be required, the Hirer must notify the Police and the Council at least 2 weeks prior to the event. Failure to observe such a condition may result in the event being disallowed and hire fees being paid based on the cancellation fees noted within this agreement.

## **Disposal of Garbage**

The venue provides the use of red, yellow, and green bins for the use of the Hirers. All refuse must be placed in appropriate bins, i.e., food scraps in the green bin, general rubbish in the red bin and only recyclables in the yellow bin. If not used appropriately, this service may be withdrawn and a fine apply.

## **Cleaning**

If a Hirer requires a contract cleaner after a function, this should be communicated with the Venue Coordinator to ensure access arrangements are managed.