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### LOCAL LAW RELATING

### TO

### COUNCIL HALLS

This Local Law was made by Council at its meeting on 22 August 2000, was Gazetted on 1 September 2000 and will be amended from time to time.

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### LOCAL GOVERNMENT ACT 1995

### CITY OF NEDLANDS

### LOCAL LAW RELATING TO COUNCIL HALLS

In pursuance of the powers conferred upon it by the abovementioned Act, the Council of the City of Nedlands hereby records having resolved on the 22nd day of August, 2000 to make the following local law to be known as the Local Law Relating to the Control and Management of Council Halls.

# PART 1 - PRELIMINARY

## Repeal

The local law relating to the control and Management of Council Halls published in the Government Gazette on 19 April, 1973 is hereby repealed.

## Interpretation

In this local law –

“Act” means the *Local Government Act 1995* as amended;

“Authorised person” means a person authorised by the local government under section 9.10 of the Act to perform all or any of the functions conferred on an authorised person under this local law;

 “CEO” means the Chief Executive Officer or Acting Chief Executive Officer of the City of Nedlands;

“City” means the City of Nedlands.

“Hall” means any Centre, building or premises owned by or vested in or under the care, control and management of the local government and which the local government makes available for the hiring by any person.

“Hirer” means the person or persons by whom an application to hire a hall is made and includes any person, body corporate or association whether incorporated or not on whose behalf such application is made.

“Local government” means the local government of the City of Nedlands.

“Period of Hire” means the period for which the local government agrees to hire a hall and includes any period prior or subsequent to such agreed period to which the hirer or any person having the implied or express permission of the hirer is or remains in the hall or in the vicinity thereof.

Any other expression used in this Local Law and not defined herein shall have the meaning given to it in the *Local Government Act 1995*.

# PART 2 – HALL HIRE

## Application of this Local Law

This local law shall apply to all halls, Centres, buildings or premises owned by or vested in or under the care, control and management of the local government and which the local government makes available for the hiring by any person.

## Application for the Hiring of Hall

Any person who wishes to hire a hall shall make written application to the CEO in a format determined from time to time by the CEO, stating the proposed use to be made of the hall.

## Rates for Hiring

The fees payable for the hire shall be determined from time to time by the local government.

## Grant of hire

The CEO or his or her nominee shall deal with all applications to hire halls and shall approve or refuse the same.

## Deposit

The Hirer shall, prior to the term of the engagement, deposit with the local government an amount to cover the hire charge.

## Local government may make conditions for hall hire

The local government may grant any application to hire a hall on such condition as it thinks fit or it may refuse the same.

## Cancellation of booking

1. The local government may at any time cancel any agreement or decline any application for hiring of any hall or portion of the hall or property.
2. If an application for the hire of a hall is refused the fee so paid shall be forthwith refunded by the local government to the person paying the same.
3. If the local government agrees to hire a hall and the hiring is subsequently cancelled by the hirer, the fee so paid shall be forfeited to the local government provided that, it may at its absolute discretion, refund the whole or any part of the fee thereof to the person paying the same.

(4) Notwithstanding that the local government has agreed to hire a hall it may at any time prior to the commencement of the period of hire on repayment of the hiring fee cancel the hiring and the local government shall not be liable to pay any compensation or damages by reason of such cancellation.

## Hiring of equipment

No hall plant, furniture, fittings or effects, cutlery, crockery, glassware or other utensil or materials of any kind belonging to the local government shall be hired or loaned without the written permission of the CEO. Any furniture that is moved within the halls shall be replaced to its original position.

## Use of audio equipment

Unless prior written approval is obtained from the CEO the hirer or hirers shall only use the audio equipment within the halls as provided by the local government and no other type of amplification equipment.

## Conditions of hall hire

1. Every hirer of a hall shall ensure that during the period of hire –
2. No internal or external decorations are permitted to be erected without permission in writing from the CEO;
3. no light and no lighting fixture or fitting is interfered with, covered or decorated in any way except with the written consent from the CEO;
4. no alcoholic liquor is brought into or served in a hall without the written consent of the CEO;
5. where liquor or other drinks are to be served from a keg or other bulk container such keg or container is located in a place designated or approved by the CEO;
6. no candles are brought into or used in the hall without the written consent from the local government, which shall not be unreasonably withheld;
7. no confetti is brought into or used in the hall;
8. tacks, screws, etc. on any woodwork or walls of buildings is strictly forbidden;
9. any kitchen or food preparation room is left in a clean condition and that all food scraps, waste and rubbish are placed in the bags or other receptacle provided;
10. all decorations including flowers and all equipment brought into the hall are removed immediately the period of hire terminates;
11. no damage is caused to the hall or any property, chattels, equipment, fixtures or fittings therein or used in connection therewith;
12. no nuisance or annoyance is caused to the owners or occupiers of property in the vicinity of the hall;
13. the setting up of trestles, furniture, etc. and removing and storing of same, shall be the responsibility of the hirer;
14. no property, chattels, equipment, fixtures or fittings are removed from the hall.

## Hirer to maintain order

1. The hirer of any part or parts of the hall buildings shall –
2. maintain and keep good order and decent behaviour within the property;
3. be solely and entirely responsible for the carrying out and compliance with the requirements of these local laws and for any damage done to the buildings, fixtures, fittings, furniture, crockery etcetera, and shall pay for such damages as may be assessed by the local government; and
4. ensure that no person using a hall shall –
5. behave in a disorderly manner;
6. use any obscene or indecent language;
7. be in an intoxicated condition;
8. create or take part in any disturbance;
9. cause any disturbance or annoyance to the owners or occupiers of any adjoining property or property in the vicinity of the hall.
10. Any person who does, permits or suffers any such damage shall be liable to pay the cost of such damages in addition to any penalty imposed under these conditions.

## Damage to hall

1. In the event of –
2. damage being caused to a hall during the period of hire; or
3. any property, chattels, equipment, fixtures or fittings in a hall or used in connection with a hall or in the vicinity thereof being lost or damaged during the period of hire; or
4. the CEO or his or her nominee being of the opinion that a hall has been left in an unreasonably dirty condition after the expiration of a period of hire,

the hirer shall pay to the City on demand the cost of making good such loss or damage or the cost of cleaning the hall as the case may be.

(2) The City may require as a condition of the hiring that the hirer deposit with it an amount in addition to the hiring fee, as security for the cost of making good any such loss or damage, and as security for the cost of any such cleaning. In any of the events referred to in paragraph (2) of this clause, the amount so deposited may be applied by the City to or toward the cost of making good such loss or damage or the cost of such cleaning as the case may be. The balance of such amount, if any, shall be repaid to the person who paid the same. Any shortfall shall be paid by the person to the City upon demand.

## Hall to be secured

Premises hired are to be locked at the end of the function or time as specified.

# PART 3 - MISCELLANEOUS

## Access by authorised persons

Any officer representing the City of Nedlands or other person duly authorised by the CEO shall at all times during the period of hire be permitted free access to the hall and every part of it, to ensure compliance with this local law.

## Delegation

The City may delegate any of the powers, functions and duties in this Local Law to the CEO.

# PART 4 - PENALTIES

## Penalty

A person who contravenes any provisions of these local laws commits an offence and is liable to a penalty not less than $200.00 and not exceeding $5,000.00 and if the offence is of a continuing nature, such person may be liable to a further penalty not exceeding a fine of $500.00 in respect of each day or part of a day during which the offence has continued.

##### APPEARANCE IN GOVERNMENT GAZETTE

G.G. 1/09/2000 Repealed (Previous Local Law)

G.G. 1/09/2000 Gazetted

This local law was made by the City of Nedlands at an Ordinary Meeting held on 22nd day of August 2000.

THE COMMON SEAL of )

the CITY OF NEDLANDS was )

hereunto affixed by authority of )

Council in the presence of – )

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J.M. PATERSON

MAYOR

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S. SILCOX

CHIEF EXECUTIVE OFFICER