

LOCAL GOVERNMENT ACT, 1960-1975.

Municipality of the Shire of Wyalkatchem.

By-laws Relating to the Control and Management of the
Wyalkatchem Shire Hall.

L.G. WY-7-10.

IN pursuance to the powers conferred upon it by the abovementioned Act and of all other powers enabling it the Council of the Shire of Wyalkatchem hereby records having resolved on the 15th May, 1975, to repeal the by-laws for the management and control of halls as published in the *Government Gazette* of 23rd November, 1934 and to make and submit for confirmation by the Governor the following by-laws:—

Interpretation.

1. (1) In these by-laws—the “Shire Hall” means and includes supper room, kitchen and any room or corridor or stairway or annexe of such hall or kitchen and the furniture and equipment therein.

(b) “Shire Clerk” shall mean the person for the time being employed by the Council as Shire Clerk or his Deputy or any officer authorised by this Council.

(c) “Council” means the Council of the Municipality of the Shire of Wyalkatchem.

Application for Hire.

2. Application for the hire of the hall or any portion thereof shall be made in the form prescribed in Schedule 1 of these by-laws to the Shire Clerk at the office of the Council not less than 24 hours before the hour of which the hiring is desired, and shall state the purpose for which hiring is desired.

3. The name and place of abode of the actual and responsible person or persons hiring the hall or any portion thereof and equipment shall be given in the application for hiring.

4. Hiring of the hall building and property including furniture and equipment shall be at the rates prescribed in Schedule 2 of these by-laws.

5. The hours for which hiring may be effected at day time rates shall be from 8 a.m.- 6 p.m. Evening hiring shall be from 6 p.m. until midnight. Council may at its discretion extend evening hiring. Hire of the building for use after midnight for public entertainment on Saturday nights shall be subject to the hirer obtaining written approval from the Department of the Chief Secretary of the Western Australian Government to continue the entertainment after midnight.

6. (a) The hirer shall prior to the term of engagement when required by the Council deposit an amount to cover the hire charge and a further amount on bond against any damage and extra cleaning required.

(b) The hall may be reserved in advance on the payment of a deposit of fifty per cent of the hire charge payable, and the balance of the hire charge must be paid fourteen prior to the date of the engagement. If such balance of hire charge and deposit which may be required for damage which may occur be not paid before fourteen days prior to the engagement as set out above, the fifty per cent hiring charge deposit shall be forfeited and the booking shall be automatically cancelled.

(c) The Council reserves the right on written application to fix or determine special concessional hire charges not appearing in the Second Schedule.

7. If, after payment of the required deposit, the hall booking is cancelled, the deposit, being fifty per cent of hire charge, will not be refunded unless the hall is re-let for the date of such cancelled booking.

8. The Council reserves the right to refuse to let the hall or any portion thereof to an applicant without assigning any reason for such refusal.

9. In the event of two or more applications being received for the hire of the same portion of the hall property at the same time and date, the Council may, without considering priority of application, determine to which applicant the hall hiring shall be granted.

10. The hirer of any portion of the hall property shall comply with the provisions of the Health Act, Entertainment Tax Act and other Acts, in force for the time being, applicable to such hiring of buildings. If, in the opinion of the Council all necessary actions have not been taken to comply with the requirements of above and all other relevant Acts, the Council may prior to or during the term of engagement, forbid and prevent the use of such building.

11. In the event of the use of any portion of the hall property being forbidden or prevented under the last preceding By-law, the hirer shall forfeit the full amount payable for the hire, as if the hire had been duly fulfilled, and the Council shall not be responsible to the hirer for any loss or damage incurred by the hirer.

12. (1) The hirer of the hall—

(a) shall maintain and keep good order and decent behaviour therein;

(b) shall make good any damage to the hall building any loss or damage to the property and equipment hired therewith or situated therein caused during the term of the hiring or at the option of the Council pay to the Council the cost thereof;

- (c) shall be responsible for the carrying out of the terms of and the compliance with these by-laws;
 - (d) shall leave the hall in a clean and tidy condition after the term of the hiring;
 - (e) shall remove and place all rubbish in the places so provided in the hall premises;
 - (f) shall at the conclusion of the function turn off all electric light and power;
 - (g) shall at the conclusion of the hiring lock all doors, close all windows and return the keys of the hall to the Council office on the first day the Council office is open for business following the hire of the hall;
 - (h) report any damage or defacement to the Council.
12. (2) The provisions of this by-law shall be deemed to be a condition of the hiring.
13. No spirituous liquors, wine, beer, stout, cider, sherry or other alcoholic liquor shall be brought into or consumed in any part of the building during the term of engagement or period of hire, except when permitted by the Council in writing.
14. No person shall smoke any tobacco, cigar, cigarette, or any other objectionable substance, nor strike or otherwise ignite any light in any part of the building during any picture show, concert or similar type of entertainment whether such persons have been admitted by payment of money or otherwise.
15. No person whilst intoxicated shall be permitted to enter or remain upon any portion of the hall, nor be guilty of misbehaviour whatsoever, nor be permitted to use profane or improper language, nor damage, mark or deface any wall or other part of the hall or property. Any person who does, permits or suffers any such damage shall be liable to pay cost of such damage in addition to any penalty imposed under these conditions.
16. Dogs, whether under control or otherwise, shall not be allowed to enter any part of the hall.
17. No person shall take photographs for profit without the permission of the hirer.
18. Furniture, plant and equipment shall only be hired with the hiring of the Shire Hall or portion thereof, and shall not be removed from the premises unless by the specific authorisation of the Shire Clerk.
19. The driving of nails, tacks or screws, etc., into, and the use of adhesive tape or similar adhesive material on, any wood work or walls of the Shire Hall is strictly forbidden. No internal or external decorations are permitted to be erected without special permission in writing from the Council. Decorations remaining after the function shall be removed from the Shire Hall and its precincts and disposed of by the hirer. Failure to do so will result in a charge being made to the hirer.
20. The setting up of tables, trestles and chairs, and the removing and storing of same, shall be the responsibility of the hirer.
21. The hirer to be responsible for opening and securing the Shire Hall premises. The key shall be obtained from the office of the Council during normal working hours, on a deposit of \$5.00 such deposit being refunded upon return of such key.
22. The Shire Clerk or Police Officer shall be permitted free ingress to the Hall or any part thereof, and every facility shall be given them for enforcing these by-laws.
23. Every person who does, permits or suffers an act or matter or thing contrary to any of these conditions, or commits or permits any breach, or neglects compliance therewith shall be liable on conviction of any offence against these conditions and shall be liable to a penalty not exceeding forty dollars for every such offence.

Schedule No. 1.

Shire of Wyalkatchem.

Application to Hire and Conditions Relating Thereto.

- 1. No engagement shall be recorded unless the conditions are agreed to.
- 2. The Hall is to be inspected by an officer of the Council, together with the hirer or his agent, prior to and after the hire period.
- 3. Decorations may be erected but must be fixed to the eyes provided in such a manner that damage does not result. The use of nails, drawing pins, cellulose tape and similar damaging agents is not permitted. All decorations shall be removed from the Hall and all rubbish or materials therein collected and carted away within 12 hours from the close of any entertainment, and the Hall left in a clean and tidy state. Any expense incurred by the Council in this respect, through neglect of the applicant to comply with these conditions shall be a direct charge against the applicant and such expense shall be paid immediately on demand.

4. All crockery, etc., used at any entertainment shall be washed up and the kitchen left in a clean state before the close of any entertainment. Expenses incurred in this connection shall be recoverable from the applicant on demand.

5. The applicant shall be held responsible for the proper conduct of patrons or audience whilst the hall is under his control.

6. The applicant shall be held responsible for any damage to the Hall, fittings, seats, or any other property under his control during the engagement period, and shall meet all expenses incurred by the Council in repairing damage, which in any way is attributable to his audiences, patrons or assistants.

7. Organisers to be responsible for glasses, jugs, etc., required and must place an order with the Council for the number of items required at least 24 hours before the function.

I of
 hereby make application for the use of the Wyalkatchem Shire Hall on behalf
 of on the day
 of, 19..... between the hours of
 and I further agree to comply with the above-
 mentioned terms and conditions of engagement.

.....
 Signature.

Schedule No. 2.
 SCHEDULE OF CHARGES.

Types of Functions	Day	Evening
	\$	\$
Balls and Cabarets Wedding Receptions, Private Parties, Wind-ups, Banquets and Dinners, Dances (Entire Hall including use of Kitchen, Crockery, etc.)	25.00	40.00
Travelling Theatres, etc., W.A. Symphony Orchestra	10.00	25.00
Repertory Club		10.00
Repertory Club Rehearsals (Stage Only)		5.00
Bazaars, Fetes, Flower Shows, etc.	15.00	
Mannequin Parades and Fancy Dress Balls	10.00	20.00
Meetings	7.00	10.00
School Concerts and Socials	5.00	10.00
Travelling Theatres and Orchestras, etc., using Hall exclusively for the entertainment of school children	5.00	
Dancing Classes	3.00	5.00
Badminton Club:		
Ladies' afternoon	3.00	
Juniors' afternoon	2.00	
Day and Evenings	3.00	5.00
Hire of Crockery and Equipment Removal from Hall.		
Cover Charge—\$4.00.		
Hire of Crockery—25c per dozen.		
Hire of Crockery and Cutlery—25c per dozen.		

The Common Seal of the Municipality was
 hereunto affixed this 13th day of June,
 1975, in the presence of—

[L.S.]

L. S. O. DAVIES,
 President.
 R. H. SOLOSY,
 Shire Clerk.

Recommended—

E. C. RUSHTON,
 Minister for Local Government.

Approved by His Excellency, the Lieutenant Governor and Administrator
 in Executive Council this 25th day of September, 1975.

R. D. DAVIES,
 Clerk of the Council.