



EWINGSDALE HALL

Hire Information Booklet & Terms and
Conditions of Hire

Background

The Ewingsdale Hall and the Ewingsdale Church (St Columba's) are two of the most historic buildings in the Byron Bay area, built in 1908 and 1915 respectively. They are located in the scenic and lovely William Flick Lane (formerly the Pacific Highway) with its canopy of huge Moreton Bay fig trees.

Both buildings are beautifully maintained and in frequent use. The Hall, belongs to the Ewingsdale Community Association (unlike many halls which belong to local councils) and has been maintained by the community since that time. It is popular for weddings and community classes.

All funds raised from the hiring of the hall go back into its maintenance and to support local community events.

Interior

The Hall is licensed to hold 120 people and has folding tables and plastic chairs to accommodate 120. Hirers must have less than 120 people on the grounds at any time. The premises and septic system cannot accommodate larger groups.

There are toilet facilities on-site, as well as a kitchen, and includes an oven, one commercial fridge and one domestic fridge, two microwaves, an urn, two stoves, one gas and one electric, servery area, food preparation and sink areas. It is recommended catering is prepared off-site and served/warmed in the kitchen. There is no cutlery, glassware or cookware or cleaning equipment.

There is an 8 metre by 4.5 metre stage in the building, with wooden floorboards throughout. The floor area is 11 metres by 10 metres.

Hire conditions

The Hall is hired to wedding and funeral functions, as well as selected market, theatre and sales events. Unfortunately, due to previous incidents, the Community Association moved a motion to discontinue hiring the event to parties.

Should you wish to hire the hall for an event, other than a wedding and a funeral, a request can be made to the Community Association - ewingsdalecommunity@outlook.com.

All amplified noise must strictly cease by midnight, with no noise at all by 1am.
There is one rubbish bin and two recycling bins.

Events are provided with two recycling bins and one rubbish bin. Hirers should have plans in place to remove rubbish from events. Bins that are overflowing or rubbish left next to the bins will not be collected by council. This extra rubbish must be taken to the tip by maintenance staff and charges will be removed from the bond to cover the cost of additional rubbish removal. Local companies provide rubbish removal services.

No temporary decorations or fixings should be attached to the adjacent church building. Please note this is a separate building and does not belong to the Ewingsdale Community Association. There is a church service on the second Sunday of the month and the grounds should be left clean and tidy for service attendees prior to the 10am service. All tipi and marquee installations should be in the field to the south of the Hall, no erections can be installed near the Church or to the road frontage of the Hall.

No vehicles are to be driven onto the gravel path leading from the curved driveway to the front of the hall.

Upon checking out on Monday morning, the Hall will be inspected, and the bond returned, minus any possible charges, within two weeks (usually within one).

Church

There is an Anglican Church located adjacent to the Hall. This is available for religious ceremonies and can be organised through the Rev Grahame Yager, 02 6684 3552.

Bookings

To confirm a booking a non-refundable \$1000 deposit must be made into the bank account below. This deposit becomes the \$1000 bond for the event, which is then returned within two weeks after the event (usually within one). The balance of the booking fee must be paid no later than 7 calendar days prior to the event.

The attached booking form and agreement should be returned before any booking will be processed. Once the booking is complete the event will be entered into our online calendar.

Cancellations

Should a booking be cancelled for any reason we will open that weekend up to availability and if it is re-booked with a new wedding, 50% of the deposit will be refunded. Should the date not be re-booked the deposit is forfeited.

Covid-19

Due to the COVID-19 Pandemic it is necessary to put in place additional conditions/ restrictions for weddings and events at Ewingsdale Hall. These conditions will vary as the pandemic circumstances evolve and the Commonwealth and State governments review the restrictions.

COVID-19 related cancellations are subject to the same cancellation clause as above.

Financial Information

For weekend weddings, the hall is hired from 9am Friday, until 9am Monday and the fee is \$3,500. So, for example the cost of a wedding is \$4,500 payable prior to the event, with the \$1000 deposit being held as a bond which is then returned. The wedding will cost \$4500 of which \$1000 is returned when the building is left according to the checklist provided.

Funerals are charged at a rate of \$350 from 10am until 5pm, with a \$500 cash bond required. As we have regular evening classes, the Hall must be left as found prior to the funeral.

When depositing the funds please include in the reference the name of the couple and the date of the event. This is essential to track your payment.

EG: 16 June 2022 Jones and Smith
Bank Details -
Ewingsdale Community Association
Summerland Credit Union
BSB 728728
Account 22211098

Please send all deposit confirmations to:
peter.gough1@gmail.com and ewingsdalecommunity@outlook.com.

Hire Agreement – for Ewingsdale Hall, William Flick Lane, Ewingsdale NSW (herein 'the Hall')

Between

Ewingsdale Community Association Incorporated (herein 'ECA')

and

Full name(s) of Hirer(s): _____
_____ (herein 'the Hirer')

Hirer's street address: _____

For weddings, please also advise the full names of the couple to be married if different from the Hirer: _____

Event Type: _____

Event Name (for website) : _____

Date(s) of hire: _____ to _____

Contact phone: _____

Contact email: _____

The Hirer Agrees:

1. General

1.1 The hire of the Hall is subject to confirmation by ECA and payment of the Deposit as required by this agreement. Confirmation will be communicated by email with a copy of this agreement signed by ECA attached.

1.2 No sub-letting is to occur. Any sub-letting will automatically cause forfeit of the Deposit.

1.3 The hirer will ensure that the number of persons at the event does not exceed 120 persons or such fewer persons as is required to comply with any government restrictions relating to any pandemic in force at the time. Any breach of this specified number will automatically cause forfeit of the Deposit and in addition ECA will have the right to recover the full amount of any fines or other penalties applied to it due to the breach by the Hirer.

1.4 The event activity must conclude by 12am. If the Hirer breaches this term then any charges, penalties or fines payable by the ECA will be deducted from the Deposit and if the Deposit is insufficient then ECA has the right to recover any shortfall from the Hirer.

1.5 In the event that a hirer is intending to remain in the vicinity of the Hall for the night after hire for security reasons, the hall management must be advised by email of the hirer's intention not less than 24 hours prior to the commencement of the event. This is required in order to relay the information to the Hall security company.

1.6 Any and all rubbish that does not fit in the bins provided must be removed by the Hirer. Should any items be left in the Hall or on the surrounding grounds by the Hirers or those attending the event after the end of the hire period a rubbish removal charge will be deducted from the Deposit.

2. Deposit, Hiring Fee and Cancellations

2.1 The Hirer agrees to pay a deposit of \$1000 confirming the hire agreement. The date(s) booked will not be held for the Hirer until the deposit is received by ECA.

2.2 The Hirer agrees to pay the hiring fee of \$ _____ no later than 7 calendar days prior to the first date of hire.

2.3 Should a booking be cancelled for any reason we will open that weekend up as available to other bookings. If it is re-booked by a new booking and a deposit paid to ECA then 50% of the Hirer's deposit will be refunded. Should the date not be re-booked or the date claimed by an existing booking then the entire deposit is forfeited.

2.4 Refund of the deposit less any deductions for any breaches of this agreement will be made following an inspection by the ECA and within 10 business days of the conclusion of the hiring period.

3. Liability

3.1 The Hirer is responsible and indemnifies ECA against any claims that arise from the hiring of the Hall by the Hirer.

3.2 The Hirer is liable for all damage, losses, repairs and other such costs that may be incurred by ECA as a result of the hire of the Hall by the Hirer during hiring period. Any amounts incurred or payable by ECA due to damage, losses and/or repairs and any other such costs are to be deducted from the Deposit. In the event that such damages, losses, repairs or costs exceed the Deposit the Hirer will be liable for any and all excess costs over the amount of the Deposit.

3.3 The crown land on the southern boundary of the Hall is not covered by ECA's insurance and accessing this is at the Hirer's own risk.

3.5 Land around the Church is not part of the Hall and is not covered by ECA's insurance. The Church and surrounding land must not be damaged in any way and no erections, installations or decorations should be placed on Church land.

4. Prohibited Activities

4.1 No alcohol is to be sold in the hall unless a permit/licence has been obtained and a copy of such licence is provided to the ECA representative prior to the commencement of the hiring period.

4.2 The Hall has a no fires policy, both inside and outside the Hall. The lighting of a fire will result in the immediate forfeit of the Deposit and a fine. No exceptions will be made to this rule.

4.3 The Hall has a no incense, candles or smoking policy. The Deposit will be forfeited if this condition is breached.

4.4 No nails, staples, tacks, tape or any other fastening device are to be attached to the walls, light fittings, fans or other part of the hall. The Deposit will be forfeited if this condition is breached. Decorations can be attached to the existing hooks and string or other non-permanent or marking equipment used.

4.5 No modifying or tampering with light fittings or light bulbs or electric fans is to take place.

4.6 No decorations are to be placed in the Hall without prior written approval of ECA. Any approved decorations, including flowers/greenery must be removed from the property prior to the completion of the hiring period.

4.7 Under no circumstances are hay bales to be placed anywhere on the property, inside or outside the Hall, including the crown land to the south or around the church.

4.8 No confetti of any kind, whether paper, plastic or glitter, is to be used in the Hall. Rice or flower petals are permitted outside.

4.9 No vehicles or caterers' vans are permitted in the Hall grounds without express permission. No marquees, tents or similar are to be erected in the grounds without written approval from ECA.

4.10 Hall furniture, benches, tables and chairs are available for use, free of charge, however they must not be left outside overnight or when it is raining under any circumstances. All tables and chairs must be returned to the store room and stacked as per the instructions on the notice posted therein.

4.11 There will be no lighting, decorations or other temporary fixings applied to the church building at any stage.

4.12 Removal of any items is strictly forbidden without prior written approval from ECA. This is a historic community hall with many uses and the roll of honour, fixtures, and furnishings must remain intact.

4.13 Water tanks must not be climbed on. Any damage done to the outdoor water tanks through climbing will result in a forfeit of the Deposit.

5. Noise

5.1 All noise, including amplified sound, will be kept within the levels specified in the relevant noise legislation as set by the N.S.W. Government. All amplified noise must be reduced at midnight to E.P.A standards (acoustic level).

5.2 The ECA reserves the right to make it a condition of the hire that licensed security officers are to be employed for the entirety of the hire at the expense of the hirer. If this is applicable, the hirer is to advise the ECA representative of the contact name and details of the security company for verification.

6. Vacating the Hall

6.1 The Hall is to be left in a clean and tidy state, with all garbage removed from within the Hall and from the Hall surroundings. All furniture should be packed away, where it was originally located. Any breach of this condition will result in a deduction of money from the Deposit to pay for any necessary cleaning, tidying and/or rubbish removal. The Hall and all hire equipment is to be vacated by 9am Monday unless organised with the Hall Manager and the checklist and any keys left on the kitchen table.

6.2 All windows and doors are to be secured.

6.3 All electrical appliances other than the small refrigerator are to be switched off, this includes lights, ceiling fans, refrigerator and hot water urn. The small refrigerator remains on.

6.4 The code to the main front door and double side doors will be provided by the Hall Manager. The Hall Manager will also unlock the outside men's toilet door.

6.5 The hirer must ensure that none of their own, or hired items are left behind at the Hall after the end of the hire period. Any costs to dispose of items left behind will be charged to the hirer. ECA will not be responsible for any such items or liable for any damage or loss relating to such items.

6.6 The septic water system is designed for toilet paper only. All other items must be disposed of in the bins supplied. Any damage and costs to the septic system due to misuse will be charged to the hirer.

7. Global pandemics

7.1 The Hirer acknowledges that they will comply with any current government pandemic regulations and/or directions on restrictions of numbers of people in groups and regulate behaviour by requiring social distancing specifically at events such as weddings.

7.2 It is the Hirer's responsibility to brief guests on any current government pandemic restrictions and directions before and during the hire period; to personally observe conduct of all persons invited by the Hirer to the Ewingsdale Hall and to ensure compliance with all relevant pandemic restrictions and directions.

7.3 The Hirer agrees to pay ECA any additional cleaning costs incurred, due to any government pandemic orders, after its use of Ewingsdale Hall.

7.4 Should any government restrictions or directions come into effect that prevent weddings or events from going ahead, we will re-schedule your booking at no charge to an available date in the future. In such a case ECA will charge the fee agreed upon when entering this agreement.

7.5 Should the Hirer cancel its booking then the terms set out under '2. Deposit, Hiring Fee and Cancellations' above shall apply.

8. Inclement weather

8.1 ECA is not responsible or liable for issues affecting the Hirer's use of the Hall as a result of inclement weather and no refunds shall be given by ECA as a result of any such issues.

8.2 In the event that there is a power outage the Hirer may contact the Hall Manager who shall use their best efforts to provide a back-up power generator. Petrol shall be obtained and paid for by the Hirer. The Hirer shall be liable for any damage to the generator caused during the Hirer's use.

The Hirer agrees to the terms and conditions of this agreement and would like to confirm the booking.

Signed: _____

Name: _____

Date: _____

Please assist us by advising how you found out about Ewingsdale Hall as a venue?
