

# **NORTHERN TERRITORY OF AUSTRALIA**

## **JABIRU TOWN DEVELOPMENT (COMMUNITY HALL) BY-LAWS 1983**

As in force at 17 December 1985

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# NORTHERN TERRITORY OF AUSTRALIA

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This reprint shows the By-laws as in force at 17 December 1985. Any amendments that commence after that date are not included.

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## JABIRU TOWN DEVELOPMENT (COMMUNITY HALL) BY-LAWS 1983

### By-laws under the *Jabiru Town Development Act 1978*

#### Part I Preliminary

##### 1 Citation

These By-laws may be cited as the *Jabiru Town Development (Community Hall) By-laws 1983*.

##### 2 Definitions

In these By-laws, unless the contrary intention appears:

***authorized officer*** means an officer of the Authority authorized for the purposes of these By-laws and includes a member of the Police Force.

***hall*** means the Jabiru Community Hall building erected on Lot 2012 Town of Jabiru, and for the purposes of an agreement under by-law 4, includes equipment, fittings, furniture and appliances of the hall.

***hirer*** means a person who has applied to hire the hall, whose application has been accepted and who complies with by-law 4(3).

#### Part II Hire of hall

##### 3 Application for hire

A person may apply to hire the hall by lodging with the Authority an application in a form approved by the Authority.

##### 4 Acceptance of hire

- (1) The Authority may grant or refuse, on reasonable grounds, to grant an application under by-law 3.

- (2) Where, under clause (1), the Authority grants an application, it shall notify the applicant of the fee for hire, deposit to be paid and conditions of hire upon which, subject to these By-laws, the application is granted.
- (3) An applicant whose application has been granted under clause (2) shall enter into an agreement in the approved form for hire of the hall and shall lodge with the Authority:
  - (a) the fee for hire; and
  - (b) the deposit,at least 72 hours, or other lesser period as the Authority allows, before the proposed period of hire is to commence.

## **5 Cancellation of hire agreement**

- (1) It is a condition of an agreement for the hire of the hall that the Authority may, on reasonable grounds, cancel the agreement for hire.
- (2) Subject to clause (3), where the Authority cancels an agreement for hire of the hall in pursuance of clause (1):
  - (a) he shall pay to the applicant an amount which was paid for the hire of the hall; and
  - (b) no liability is incurred by the Authority in relation to the cancellation.
- (3) Where an agreement for hire is for the hire of the hall on a regular basis and one occasion of hire is cancelled by the Authority:
  - (a) it shall pay to the applicant an amount which, in the opinion of the Authority, is equal to the amount paid for the hire of the hall for that occasion; and
  - (b) no liability is incurred by the Authority in relation to the cancellation.

## **6 Fees for hire**

- (1) The Authority may, by resolution, determine the fees for the hire of the hall and use of equipment, fittings, furniture and appliances and an amount as deposit for damage to the hall or equipment, fittings, furniture and appliances during the period of the hire.

- (2) The Authority may waive a fee under clause (1) where the hirer provides a service to the community or hires the hall for a charitable purpose.

## **Part III                      Responsibilities of hirers and users**

### **7                      Responsibilities of hirers**

- (1) Subject to clause (3), the hirer shall:
- (a) not collect the key to the hall unless the fee and deposit required under by-law 4(3) have been paid;
  - (b) comply with the conditions of hire as set out in these By-laws and the agreement;
  - (c) ensure that no nails, tacks, screws, pins or adhesive tape or materials are affixed to the hall or a fixture or fitting in the hall, other than a fitting provided in the hall for such a purpose;
  - (d) permit an authorized officer or a member of the Fire Service to enter and inspect the building at any time during the period of hire;
  - (e) ensure the maintenance of good order and decent behaviour of persons using the hall during the period of hire;
  - (f) ensure that no person removes any of the equipment, fittings, furniture or appliances of the hall during the period of hire; and
  - (g) ensure that no animal enters the hall during the period of hire.
- (2) After a function at the hall, for which the hall has been hired, but before the end of the period of hire, the hirer shall:
- (a) remove all decorations and refuse from the hall and its surrounds;
  - (b) wash and store all crockery, cutlery, utensils, kitchen equipment and other items used at the function and leave the kitchen in a clean and tidy state;
  - (c) turn off all electrical appliances, airconditioning plant and power; and
  - (d) lock all doors, close all windows and return all keys to the Authority.

- (3) Where the conditions as set out in the agreement for hire specifically permit an activity which the hirer is required by these By-laws to prevent, to the extent of the inconsistency the conditions of the agreement shall prevail.
- (4) After a period of hire of the hall, the hirer shall:
  - (a) replace any part of, or an item in or from, the hall where the item has been broken or damaged or is missing; and
  - (b) reimburse the Authority for any expense incurred in cleaning the hall or removing rubbish or materials from the hall as the result of the hire.

## **8 Responsibilities of users**

A person shall not:

- (a) bring into the hall kerosene or flammable fuel appliances;
- (b) enter or remain in the hall while he is intoxicated;
- (c) use profane or indecent language while in the hall or its immediate surrounds;
- (d) damage, mark or deface the hall; or
- (e) while in the hall or its immediate surrounds, interfere with equipment, fittings, furniture or appliances.

## **Part IV                      Deposit**

### **9 Restitution of property**

- (1) Where the Authority considers that the hall has not been restored to a condition equivalent to the condition of the hall before the period of hire, it may serve on the hirer a notice requiring the hirer to carry out the work or replace the items, specified in the notice.
- (2) A person who fails to comply with a notice under clause (1), within the period specified in the notice, is guilty of an offence.

Penalty:            \$100 plus \$20 for each day during which the offence continues.

**10 Forfeit of deposit**

- (1) The Authority may, without prejudice to proceedings it may initiate in relation to an offence against by-law 9, after the expiry of the period specified in a notice under by-law 9, carry out the work or replace the items specified in the notice and recover the cost of so doing as a debt due and payable to the Authority by the hirer.
- (2) The whole or portion of a debt under clause (1) may be discharged by the application of money paid by way of deposit for the hire of the hall.

**11 Refund of deposit**

Where the whole or part of money paid by way of deposit for the hire of the hall is not applied under by-law 10(2), the Authority shall refund the whole or part of the deposit to the hirer as soon as practicable after the period of hire.

**12 Offences**

- (1) A person shall not contravene or fail to comply with a provision of, or an order or direction under, these By-laws.
- (2) A person who contravenes or fails to comply with these By-laws for which a penalty is not provided by a provision of these By-laws, other than this by-law, is punishable upon conviction by a fine of \$200.

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## ENDNOTES

### 1 KEY

Key to abbreviations

amd = amended  
app = appendix  
bl = by-law  
ch = Chapter  
cl = clause  
div = Division  
exp = expires/expired  
f = forms  
Gaz = Gazette  
hdg = heading  
ins = inserted  
lt = long title  
nc = not commenced

od = order  
om = omitted  
pt = Part  
r = regulation/rule  
rem = remainder  
renum = renumbered  
rep = repealed  
s = section  
sch = Schedule  
sdiv = Subdivision  
SL = Subordinate Legislation  
sub = substituted

### 2 LIST OF LEGISLATION

***Jabiru Town Development (Community Hall) By-laws (SL No. 43, 1983)***

Notified	11 November 1983
Commenced	11 November 1983

***Jabiru Town Development (Community Hall) Amendment By-laws (SL No. 45, 1984)***

Notified	8 August 1984
Commenced	8 August 1984

### 3 GENERAL AMENDMENTS

General amendments of a formal nature (which are not referred to in the table of amendments to this reprint) are made by the *Interpretation Legislation Amendment Act 2018* (Act No. 22, 2018) to: r 1.

### 4 LIST OF AMENDMENTS

bl 4	amd No. 45, 1984, bl 3
bl 5	amd No. 45, 1984, bl 4