



CUMMINS THEATRE

CONDITIONS OF HIRE

1 **DEFINITIONS**

- (a) **“Shire”** shall mean the Shire of Merredin, being the owner of the Cummins Theatre and adjacent Tivoli room, bar, kitchen.
- (b) **“CEO”** shall mean the Chief Executive Officer of the Shire of Merredin.
- (c) **“Venue”** shall mean The Cummins Theatre, Auditorium, Tivoli Room, Entrance Foyers, related areas, facilities, approaches and grounds.
- (d) **“Theatre Manager”** shall mean the Manager of the Cummins Theatre.
- (e) **“Hirer”** shall mean any person, persons, organization, club or group that has applied to hire The Centre from the Shire of Merredin.

2 **APPLICATION**

Application for use of the Venue shall be made to the Theatre Manager upon the form supplied, shall be signed by the applicant, shall state the purpose for and hours during which the Venue is required and shall contain the applicant’s undertaking to comply with these conditions.

Where the application is made on behalf of an organisation or body of persons, the applicant shall state the name of such organisation and the authority of the applicant for making such application.

A verbal or written booking is not confirmation of a booking until the Cummins Theatre Hire Application document is completed and signed by the hirer and the Theatre Manager

3 **SET UP AND PACK DOWN** (Bump In & Bump Out)

Set up and Pack down times are to be specified on your Hire Application and must be observed.

If you require Set up to be done outside of your Hire period, e.g. the day before etc., charges will occur.

4 **ALTERATION TO BOOKING DATES**

No alteration can be made to a confirmed booking without forfeiture of the hirer’s deposit. The only exception to this is if, in the opinion of the management, the Shire has not suffered any financial loss or the loss of an alternative booking for the previously confirmed date.

5 DEPOSITS AND CHARGES

- (a) **Security Bond** – The Theatre Manager will charge a refundable \$550 security bond to hirers as security against damage to the building and/or fittings and furnishings contained therein and for any abnormal cleaning of the portion of the Venue hired.
- (b) The charges payable by the hirer shall be in accordance with the Shire of Merredin Schedule of Fees and Charges and are current at the **date of the performance/function**, except where such current charges are paid in full at the time of booking, in which case the charges are deemed to be fixed.
- (c) The Shire reserves the right to revise fees and charges annually as deemed necessary.
- (d) The booking is temporary until payment of the security bond is received by the Shire of Merredin.

6 REFUND OF SECURITY BOND

Any imposed security bond will be held in the Shire of Merredin Trust Fund account and will be reimbursed to the hirer within **fourteen (14) days** of the event, subject to the Venue and its grounds being left in a fair and reasonable condition as determined by the Theatre Manager. The cost of any repairs or excessive cleaning to restore the premises to its pre-hire state, excepting fair wear and tear, will be deducted from the security bond and if such costs exceed the security bond amount an invoice will be issued.

A component of the restoration cost will include any associated administrative costs incurred to make good the premises.

7 CANCELLATION OF BOOKING

(a) In the event of cancellation by the Hirer for any reason, the Theatre Manager must receive notice of such cancellation at least thirty days in advance.

(b) In the event of any cancellation to an existing booking being made by the hirer for whatever reason without a reasonable period of advance notice (30 days minimum) management reserves the right to charge the hirer a percentage of the total hire fee as follows:

- Less than 30 days and more than 7 days notice = 50% of total hire fees.
- Less than 7 days notice = 75% of total hire fees.
- Less than 48 hours notice = 100% of total hire fees.

(c) At any time an event is cancelled by the Hirer, the Hirer shall pay twice the normal booking fee on all tickets sold so as to reimburse the Shire of Merredin for expenses incurred in refunding monies paid for tickets by patrons.

(d) The management shall determine the case for refund monies when cancellation is due to extraordinary weather conditions, industrial disputes, or events beyond the control of the Hirer.

8 LIMIT OF HIRING

The hirer shall only be entitled to the use of the particular parts of the Venue hired. In particular, the Tivoli Room, bar area, fridges, and kitchen are **not** included in the hire unless additional fees are paid. Management reserves the right to let any other portion of the building for any other purpose at the same time and in such a manner as to not interfere with any performance being presented by the hirer.

9 SUBLETTING

No portion of the building hired shall be sublet or any tenancy transferred or assigned without consent of the Theatre Manager.

10 TICKET SALES

- (a) All ticket sales relative to the performance shall, unless otherwise agreed in writing, be managed, arranged and conducted by the Shire of Merredin or its agents thereto expressly appointed and that the Shire shall retain all proceeds of ticket sales pending payment of all hire charges and expenses applied.
- (b)
 - (i) The Shire of Merredin shall as soon as practicable after the performance render accounts to the hirer setting out the sum of all amounts received to the credit of the hirer (including deposits paid), the proceeds of sales and all amounts in respect of charges received by it from or on account of the hirer as against the Shire's charges the performance has incurred.
 - (ii) If the sum exceeds the charges, the Shire or its agents shall pay to the hirer the amount of the excess within fourteen (14) days together with a full production report and GST invoice/s.
 - (iii) If that sum is less than the charges, the hirer shall forthwith pay to the Shire the amount of the difference invoiced

11 COMPANION CARD

The hirer agrees to allow free admission to legitimate attendant carers of persons with a significant permanent disability who are holders of the **Companion Card** and who without such carer support would be unable to attend community venues and activities.

The Companion Card has been developed to promote the existing right of people with a disability to fair ticketing. It is not a discount scheme, concession or benefit, nor is it a new responsibility.

The fundamental right to participate equally in the community is protected under the Western Australian Equal Opportunity Act (1984), and the Australian Government's Disability Discrimination Act (1992). These acts make it unlawful to discriminate against a person who requires the assistance of a companion as it increases the financial burden on the disabled.

For more information please visit www.companioncard.org.au

12 CONTROL AND USE OF THE VENUE

- (a) The general administration and control of the Venue is vested in the Theatre Manager who shall exercise absolute discretionary power for the good order and control of such premises.
- (b) The Theatre Manager shall have complete control and supervision over all means of entry and exit into the building and over the opening of doors and the admission of the public and the hirer or her/his representative shall act under his direction in this respect.
- (c) Any volunteers or private attendants engaged by the hirer of the Venue will work at the discretion of the Theatre Manager whose instructions will be obeyed at all times.

- (d) The hirer will use the Venue in conformity with all laws, regulations or by-laws applicable thereto and not allow to take place therein any performance which in the view of the Shire is unsuitable, objectionable or dangerous.
- (e) The hirer will ensure the dressing rooms and stage area of the auditorium are vacated no longer than three quarters of an hour after the conclusion of a performance.
- (f) The hirer will dismantle and remove his production after the show on the last performance of the season so as to leave an entirely clear stage by 8:00am the following day or otherwise with the agreement of the Theatre Manager.

13 STAGE EQUIPMENT

Only persons approved by the Theatre Manager are permitted to operate/use the Venue's stage equipment, including stage lighting and sound equipment, EWP, winches and hand lines.

All rentals of the auditorium must employ the services of a Theatre manager/technician for a minimum of 3 hours for orientation and supervision of the stage equipment. Should the Hire deem it necessary to utilise the services of the Technical Manager for longer than 3 hours, the hourly rate will apply hereafter.

Should the hirer wish to provide additional tech staff, they must first be approved by the Theatre Manager.

It is the hirer's responsibility to engage and pay for the services of qualified electricians or operators if so directed by the Theatre Manager and/or Technical Manager.

14 PLANT AND ELECTRICAL EQUIPMENT AND INSTALLATIONS

The Hirer must not carry out any work on, interfere with or overload any fittings, connectors or equipment relating to the supply of water, gas, electricity, heating, cooling or lighting to any part of the premises.

Unless caused by negligence of the Venue, the Venue shall not at any time be in any way or on any ground whatsoever be liable for the failure or non-working of the air-conditioning plant, the electric plant and/or the electrical fittings contained in the Venue or the no supply of electric power or water to the Venue.

All electrical equipment bought into the venue must be Tested and Tagged by a qualified person.

15 BAR AND KITCHEN OPERATION

The Theatre Manager reserves the right to accept or reject any group or organisation seeking use of the Tivoli bar or kitchen for the supply of drinks, foodstuffs and any other consumable items. Use of these facilities is at the discretion of the Manager who may, if so desired; select any such operator as considered suitable.

- (a) The bar & kitchen facilities, crockery and cutlery are to be left by the hirer in a clean state with all equipment in a working order.
- (b) All breakages must be reported to the Theatre Manager. A full inspection and stock count of items will occur after you function.

- (c) The hirer/caterer are to provide their own consumables, including tea, coffee, and sugar unless agreed to by the Theatre Manager.
- (d) Bar & kitchen items/equipment are NOT to be removed from the venue for any reason.
- (e) Any liquor licence permits required for the event must be organised by the hirer and will be at the hirers cost. The Venue can arrange the permit and the cost will be invoiced to the hirer.
- (f) Code of Conduct – The Hirer must comply with all Department of Racing, Gaming and Liquor laws. Any breach of these laws may see the cancellation of the hirers event and any fines for these breaches will be at the hirers cost.

Note: Events requiring the bar to be opened for sales of alcohol are to inform the Theatre Manager at the time of booking of this request. It is at the discretion of the manager if the bar will be opened for such events.

16 COMPLIANCE TO LAW

The hirer shall comply in every respect with the regulations of the Health Act, Liquor Act, Shire of Merredin By-laws with regard to public buildings for the prevention of overcrowding and obstruction of gangways, passages, corridors, emergency exits, or any other part of the building. Any person causing an offence against such regulations shall be removed from the building.

The Theatre Manager, Health Inspectors, Liquor Licencing Officers and Police or other Emergency Service have the right to enter any function for the purpose of making an inspection or enforcing any of these conditions.

17 PERMITS, PERFORMING RIGHTS AND COPYRIGHT

The Hirer must have in place all necessary permits, licences and rights required to undertake their event at the Venue and are responsible for the payment of any taxes, levies and charges payable to any authority or third parties in connection with the event.

The Shire of Merredin and the Theatre Manager reserve the right to cancel the hirer's event if the Hirer and/or any subcontractor or employee of the Hirer has not obtained any licence(s) or permits necessary for the event.

The hirer is responsible for any payment due under the Copyright Act and the hirer agrees to indemnify the Shire and its Theatre Manager against any action resulting from the non-payment or non-compliance of the above.

18 WORKING WITH CHILDREN

If the Hirer employs, uses or directs persons less than 18 years of age in any capacity for any purpose, it is compulsory under the Working with Children Act (2004) for the Hirer, their representatives, volunteers, employees and contractors to hold a current Working with Children Certificate or Card. The Hirer, its representatives, employees, volunteers and contractors agree to produce such Certificates or Cards upon request of the Theatre Manager.

19 **ROCK CONCERTS, ADULTS ONLY CONCERTS, & HIGH RISK FUNCTIONS**

In addition to the required Front of House staff, a security guard(s) shall be engaged at the hirer's cost for the duration of any performance as determined by the Theatre Manager.

20 **PIANOS**

The Theatre Manager must be advised in advance should the piano be required and must not be used without the permission of the Theatre Manager.

Under no circumstances must the piano be moved without the permission and supervision of the Theatre Manager.

Important Note: Merredin does not have a resident piano tuner, precise tuning of these instruments cannot always be guaranteed. Tuning of the piano can be arranged by the Theatre Manager but the cost will be invoiced to the hirer.

21 **DECORATIONS**

Permission to decorate any part of the Venue is at the discretion of the Theatre Manager.

The following items are **not to be used** in the Venue without consent of the Theatre Manager.

- Balloons
- Candles (naked flame)
- Confetti
- Blue Tac of walls and doors
- Sticky Tape on walls and doors
- Nails, pins, screws, tacks
- Anything that could potentially deface the surfaces such as chemicals, paint etc.

All decorations are to be completely removed after the function or will be removed by the Venue at the hirers cost.

22 **ARTWORK AND DISPLAYS**

Any artwork or displays within the venue are not to be relocated, taken down, or removed without the permission of the Theatre Manager.

23 **LIABILITIES AND INSURANCE**

- (a) The hirer of the Venue shall not do or neglect to do or permit to be done or left undone anything which will affect the Shire's Insurance Policy or Policies relative to fire or public risk in connection with the building and the hirer hereby agrees to indemnify the Shire to the extent that such policies are affected through any such act of commission or omission.
- (b) The Shire shall not be held responsible in any way for any damage to or loss of any property whatsoever neither placed in the Centre by the hirer nor for any loss occasioned the hirer through accident or failure of the electricity or other plant or by any unavoidable cause.
- (c) The hirer shall indemnify and keep indemnified the Shire from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgements, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Shire may suffer or incur in connection with loss of life, personal injury

and/or damages to property of any person using or entering on or near any entrance, passage or vestibule to into or of the premises or occasioned (wheresoever it may occur) wholly or in part by any act, neglect, default or omission by the hirer, his/her agents, servants or invitees or any other person or persons using or upon the premises with his/her consent or approval.

24 SMOKING PROHIBITED

The Cummins theatre is a **smoke free** venue.

Smoking is prohibited in **all areas** of the Venue and its surrounding grounds, including the Tivoli Gardens. Smoking is not permitted within 5m of any entry/exit points of the Venue.

25 CAMERAS AND OTHER RECORDING DEVICES

No camera, video recorder, tape recorder, bioscope or projecting lantern shall be used within the venue or flashlight photograph taken without the consent of the Theatre Manager.

26 DISORDERLY BEHAVIOUR

No unseemly dress, obscene or insulting language or disorderly behaviour or damage to property shall be permitted in any part of the building or its grounds and the Shire reserves the right through the Theatre Manager to refuse admission to any person.

27 THEFT

Neither the Shire, nor its Theatre Manager will be held liable for any loss or damage from theft to goods belonging to the hirer or to servants or agents of the hirer.

28 GOOD ORDER

The hirer shall be responsible for the maintenance and preservation of good order in the Venue and its approaches throughout the duration of the hiring.

29 DAMAGE

The floors, walls or any other part of the building, or any curtains, fittings or furniture shall not be broken, pierced by nails or screws or in any other way damaged. The hirer shall be held responsible for making good any damage caused to any part of the building and its equipment during the term of such hire and will be carried out by contractors organised by the Theatre Manager and will be invoiced to the hirer.

30 POWER

The Shire shall not at any time or in any way or on any ground whatsoever be liable for the failure or non-working of the air conditioning plant, electric plant and/or the non-supply of power or light to the Venue. The hirer at his/her own expense may make arrangements for temporary supplies, subject to the approval of the Theatre Manager of both the type of temporary installation and the placing thereof.

31 UNHINDERED ACCESS

The CEO and DCEO of the Shire of Merredin, Theatre Manager and any officers of the Shire whom the Shire appoints shall at all times be entitled to unhindered access to any part of the building. This shall not entitle them to any seat or privilege other than as executive or administration officials.

32 REFUSAL TO LET

It shall be at the discretion of the Shire to refuse to let the Venue in any case, and notwithstanding that the Venue may have been let or that these conditions may have been accepted and signed and the rent and deposit paid, the Shire shall have the full power if it sees fit to cancel such letting and direct the return of rent and deposit so paid and the hirer hereby agrees to accept the same and to be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence.

33 DISPUTES

In the event of any difference or dispute arising as to the interpretation of these conditions, the same shall be referred to the CEO of the Shire of Merredin for his/her decision thereon and such decision shall be final and binding on the parties to the dispute.

As the hirer of the Cummins Theatre venue I acknowledge that have read and understand the conditions as laid out in this document.
All conditions laid out in this document will be adhered to during my period of hire as contained in the Cummins Theatre Hire Application.

NAME OF HIRER

SIGNATURE

DATE