



## QUEENS PARK THEATRE – CONDITIONS OF HIRE

### Premiere Venue in the Midwest

Performing Arts Centre • Conference • Seminar • Cinema • Expos • Exhibition

#### DEFINITIONS

- “**Council**” wherever it appears herein means the Municipal Council of the City of Greater Geraldton.
- “**Theatre**” refers to any part or portion of the building including the whole building and its approaches and related areas in the Queens Park Theatre complex.
- “**Chief Executive Officer**” wherever it appears shall be deemed to include any officer of Council acting with the authority of the Chief Executive Officer expressly or implied.

#### APPLICATION

Application for use of the facilities in the Theatre shall be in writing on the form supplied by the Council and will give full particulars on the nature and purpose of the engagement.

#### DEPOSITS AND CHARGES

1. A **non-refundable deposit** as set out in the Schedule of Charges shall be paid prior to the opening of bookings or no later than one month prior to the engagement as a guarantee of fulfilment of these conditions and as security against damage to the Theatre and/or any fittings and furnishings contained therein and for any abnormal cleaning of the portion of the Theatre used by the hirer.
2. The charges payable by the hirer shall be in accordance with the charges current at the time of making this agreement (copy attached hereto).

#### CANCELLATION OF BOOKING

In the event of cancellation by the hirer, for any reason, the Theatre Manager must receive notice at least forty-eight (48) hours in advance. No refunds on deposits and no guarantee of any refunds of any other monies paid is given. Management will determine the case for refunds when cancellation is due to extraordinary weather, industrial disputes or events beyond the control of the hirer.

### **ALTERATION TO BOOKING DATES**

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

### **LIMIT OF HIRE**

The hirer shall only be entitled to the use of the particular part or parts of the Theatre hired. Council reserves the right to let any other portion of the Theatre for any other purpose at the same time.

### **FREE ACCESS**

The Mayor, any member of Council, Chief Executive Officer, the Theatre Manager, any officer or officers of Council whom the Chief Executive Officer appoints shall at all times be entitled to free access to any part of the Theatre. This shall not entitle them to any seat or privilege other than as executive or administration officials.

### **SUBLETTING**

No portion of the Theatre hired shall be sublet or any tenancy transferred or assigned without written consent of the Chief Executive Officer.

### **REFUSAL TO HIRE**

It shall be in the discretion of Council to refuse to hire the Queens Park Theatre in any case and notwithstanding that the Queens Park Theatre may have been hired or that these conditions may have been accepted and signed and the rent and deposit paid, Council shall have the full power, if it sees fit, to cancel such hiring and direct the return of the 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 and damage in consequence thereof.

### **COMPLIANCE TO LAW**

- The hirer shall comply in every respect with regulations under the Health Act and Council's by-laws with regard to public buildings for the prevention of over-crowding and obstruction of gangways, passages, corridors or any other part of the Theatre. Any person causing an offence against such regulations shall be removed from the building.
- The hirer shall comply with any act or regulation governing Theatres and public halls and will be responsible for any tax or fee charged from time to time.

### **LIABILITIES AND INSURANCE**

- The hirer of the Queens Park Theatre shall not do or neglect to do or permit to be done or left undone anything which will affect Council's Insurance Policy or Policies relative to fire or public risk in connection with the Theatre and the

hirer hereby agrees to indemnify Council to the extent that such policies are affected through any such act of commission or omission.

- Council shall not be held responsible in any way for any damage to or loss of any property whatsoever placed in the Theatre 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.
- The hirer shall indemnify and keep indemnified Council from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgements, order, decrees, damages, costs, losses, and expenses of any nature whatsoever which Council 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 Theatre or occasioned (whatsoever it may occur) wholly or in part by any act, neglect, default or omission by the hirer, her/his agents, servants or invitees or any other person or persons using or upon the premises with her/his consent or approval expressed or implied except to the extent that such claims, demands, suits, proceedings, judgements, order, decrees, damages, costs, losses and expense are caused by the negligence, default or omissions of the Council, its agents, servants, employees and/or invitees.

### **TICKET SALES**

- All tickets, programs and merchandise sales relative to the performance or season shall be managed, arranged and conducted by the Council, its servants and agents thereto expressly appointed. Council shall retain all proceeds of ticket, programs and merchandise sales pending payment of all hire and charges aforesaid.
- Council shall as soon as practicable after the season render accounts to the hirers setting out the sum of all amounts received by Council 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 Council's charges the season has incurred.
- If that sum exceeds the charges, Council shall pay to the hirer the amount of the excess.
- If that sum is less than the charges, the hirer shall forthwith pay to council the amount of the difference.

### **COMPANION CARD**

Council has become affiliated to the WA Companion Card program and hence requires that a ticket shall be issued at no charge to the holder of a "Companion Card" for his or her carer attendant.

### **HOUSE SEATS**

Twelve seats in the Theatre to be selected by Council shall be reserved exclusively and free of charge to Council for each performance and if not required by Council,

notice shall be given not later than twenty-four (24) hours prior to a performance and the seats placed on sale.

### **CATERING AND BARS**

All rights regarding catering and bars, including the sale of liquor, foodstuffs and other consumable items are reserved to Council. The use of the kitchen and its facilities is at the discretion of the Theatre Manager. Please refer to the "Schedule of Charges" for fees pertaining to the use of these facilities.

### **TECHNICAL REQUIREMENTS DOCUMENT**

This document must be completed and returned to the Theatre twenty-eight (28) days prior to bump-in. Staff and equipment may not be available if this condition is not met.

### **PIANOS**

Only Council's pianos will be allowed in the Theatre unless the written consent of the Theatre Manager is obtained. Council's pianos can only be moved at their respective levels under the supervision of the Theatre Manager.

### **PERFORMING RIGHTS AND COPYRIGHT**

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

### **DAMAGE**

The floor, walls or any other part of the Theatre, or any curtains, fittings or furniture shall not be broken, pierced by nail or screws or in any other way damaged and no notice, sign, advertisement, scenery, fittings or decorations of any kind shall be erected in the building or attached or affixed to the walls, doors or any other portion of the Theatre, curtain, fittings or furniture, mechanical, electrical and other equipment without the consent of the Theatre Manager. The hirer shall be responsible for making good any damage.

### **DECORATIONS**

No stage property, electrical installation or decoration materials or articles of any kind shall be brought into the Theatre without the consent of the Theatre Manager.

### **ELECTRICAL STAGE EQUIPMENT**

Only persons approved by the Theatre Manager are permitted to operate the electrical services, including stage and other lighting, sound equipment and the counterweight system. 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.

### **SURVEILLANCE OF QUEENS PARK THEATRE**

If patronage exceeds one hundred and fifty (150), one security officer will be required to patrol the Queens Park Theatre and surrounding areas with the cost to be paid by the hirer. If patronage exceeds three hundred (300), then two security officers will be required to patrol the Queens Park Theatre and surround areas with the cost to be paid by the hirer. Security is coordinated through Queens Park Theatre.

### **CONTROL AND USE OF THE THEATRE**

- The general administration and control of the Theatre is vested in the Theatre Manager who shall exercise absolute discretionary power for the good order and control of such premises.
- The Theatre Manager shall have complete control and supervision overall 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 her/his direction in this respect.
- Any volunteer or private attendants engaged by the hirer of the Queens Park Theatre will work at the discretion of the Theatre Manager or her/his deputy and the instructions of the Theatre Manager, Front of House Manager and Technical Manager will be obeyed at all times.
- The hirer will use the Theatre in conformity with all laws, regulation or by-laws applicable thereto and not allow taking place therein any performance, which in the view of Council is unsuitable, objectionable or dangerous.
- The hirer will ensure the dressing rooms and stage area of the Theatre are vacated as soon as is reasonable after the conclusion of a performance.
- The hirer will dismantle and remove her/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.

### **NOTICES**

No notices, posters, banners or such like shall be put up inside or outside the Theatre without the consent of the Theatre Manager.

### **BIOSCOPE**

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

### **POWER**

Council 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 Theatre. 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.

**FIREGUARD**

The hirer will arrange and pay for a fireguard to attend performances as directed by the Theatre Manager.

**POLICE ATTENDANCE**

The hirer when so directed shall arrange for Police attendance.

**THEFT**

Neither Council nor its servants will be held liable for any loss or damage to goods belonging to the hirer or to servants or agents of the hirer.

**GOOD ORDER**

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

**DISORDERLY BEHAVIOUR**

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

**DISPUTES**

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