

# ESPERANCE CIVIC CENTRE

## ESPERANCE WESTERN AUSTRALIA

Council Place, Esperance WA 6450  
PO Box 507, Esperance WA 6450  
Phone 08 9083 1566 Fax 08 9083 1560  
Email: [civiccentre@esperance.wa.gov.au](mailto:civiccentre@esperance.wa.gov.au)

### CONDITIONS OF HIRE

#### 1 DEFINITIONS

- (a) "Shire" shall mean the Shire of Esperance, being the owner of the Esperance Civic Centre.
- (b) "CEO" shall mean the Chief Executive Officer of the Shire of Esperance.
- (c) "Centre" shall mean The Esperance Civic Centre, its Theatre/Auditorium, Reception Room, Entrance Foyers, related areas, facilities, approaches and grounds.
- (d) "Civic Centre Coordinator" shall mean the Civic Centre Coordinator/Supervisor of the Esperance Civic Centre.
- (e) "Hirer" shall mean any person, persons, organization, club or group that has applied to hire The Centre from the Shire of Esperance.

#### 2 APPLICATION

Application for use of The Centre shall be made to the Civic Centre Coordinator upon the form supplied, shall be signed by the applicant, shall state the purpose for and hours during which The Centre 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.

#### 3 DEPOSITS AND CHARGES

- (a) A booking deposit of **\$220.00** 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.
- (b) **Security Bond** – The Civic Centre Manager may charge a refundable 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 Centre hired.
- (c) The charges payable by the hirer shall be in accordance with the charges 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.

#### **4 REFUND OF SECURITY BOND**

Any imposed security bond will be held in the Shire of Esperance Trust Fund account and will be reimbursed to the hirer within **seven (7) days** of the event, subject to the Centre and its grounds being left in a fair and reasonable condition as determined by the Centre 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 held.

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

#### **5 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 Esperance 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 Esperance 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 seven (7) 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.

#### **6 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](http://www.companioncard.org.au)

#### **7 CANCELLATION OF BOOKING**

- (a) In the event of cancellation by the Hirer for any reason, the Civic Centre Coordinator must receive notice of such cancellation at least fourteen days in advance.
- (b) Cancellation later than fourteen days prior notice will subject the Hirer to full payment of all charges claimed by the Esperance Civic Centre on the Hire Charges sheet applicable to booking.

(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 Esperance 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 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.

## **9 LIMIT OF HIRING**

The hirer shall only be entitled to the use of the particular parts of the Centre hired. In particular, the Reception Room and both kitchens 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.

## **10 SUBLETTING**

No portion of the building hired shall be sublet or any tenancy transferred or assigned without consent of the Civic Centre Coordinator.

## **11 UNHINDERED ACCESS**

The CEO of the Shire of Esperance 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.

## **12 REFUSAL TO LET**

It shall be at the discretion of the Shire to refuse to let the Centre in any case, and notwithstanding that the Centre 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.

## **13 BAR AND KIOSK OPERATION**

The Civic Centre Coordinator reserves the right to accept or reject any group or organisation seeking use of the Foyer bar or kiosk for the sale of liquor, 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. The venue itself does not hold a liquor licence or operate a bar.

**Note: Whenever alcohol is to be sold it is the sole responsibility of the bar operator to obtain the necessary function/liquor permit from the appropriate licensing authority.**

## **14 CONTROL AND USE OF THE CENTRE**

(a) The general administration and control of the Centre is vested in the Civic Centre Coordinator who shall exercise absolute discretionary power for the good order and control of such premises.

- (b) The Civic Centre Coordinator 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 Centre will work at the discretion of the Civic Centre Coordinator whose instructions will be obeyed at all times.
- (d) The hirer will use the Centre 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 Civic Centre Coordinator.

## **15 STAGE EQUIPMENT**

Only persons approved by the Civic Centre Coordinator are permitted to operate the Centre's stage equipment, including stage lighting and sound equipment, pianos, winches and hand lines. It is the hirer's responsibility to engage and pay for the services of qualified electricians or operators if so directed by the Civic Centre Coordinator.

## **16 GOOD ORDER**

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

## **17 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 Civic Centre Coordinator to refuse admission to any person.

## **18 ROCK & ADULTS ONLY CONCERTS**

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 Civic Centre Coordinator.

## **19 COMPLIANCE TO LAW**

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

## **20 LIABILITIES AND INSURANCE**

- (a) The hirer of the Centre 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.

## 21 **THEFT**

Neither the Shire, nor its Civic Centre Coordinator 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.

## 22 **PERFORMING RIGHTS AND COPYRIGHT**

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

## 23 **CAMERAS AND OTHER RECORDING DEVICES**

No camera, video recorder, tape recorder, bioscope or projecting lantern shall be used within the Centre or flashlight photograph taken without the consent of the Civic Centre Coordinator.

## 24 **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 Centre. The hirer at his/her own expense may make arrangements for temporary supplies, subject to the approval of the Civic Centre Coordinator of both the type of temporary installation and the placing thereof.

## 25 **PIANOS**

Use of the Centre's **Yamaha upright piano** is available free of charge. The Civic Centre Coordinator must be advised in advance should the piano be required.

Under no circumstances must the **Yamaha baby-grand piano** be moved without the permission and supervision of the Civic Centre Coordinator.

**Important Note: As Esperance does not have a resident piano tuner, precise tuning of these instruments can not always be assured.**

## 26 **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.

## 27 **VEHICLE PARKING**

The covered entrance driveway is for the purpose of setting down passengers and equipment only. Parking of vehicles under that covered area during a function is not permitted.

**28 SMOKING PROHIBITED**

Smoking is prohibited in **all** areas of the Centre except on the stage as part of a performance, i.e. only when the act of smoking is written into the script of a play or other performance.

**29 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 Esperance for his/her decision thereon and such decision shall be final and binding on the parties to the dispute.

**CONDITIONS OF HIRE AGREEMENT**

**I have read and agree to the terms and conditions of the “Conditions of Hire” for the Esperance Civic Centre.**

**Signed**.....

**Date**.....

**Name**.....

**Position**.....

**Company**.....

**Performance Date**.....