

ESPERANCE CIVIC CENTRE



VENUE HIRE AGREEMENT STANDARD TERMS AND CONDITIONS

Operated & Managed by Shire of Esperance

Version - April 2025



ESPERANCE CIVIC CENTRE

Standard Terms and Conditions of Hire

1. DEFINITIONS

In these Standard Terms and Conditions of Hire and Contract hereto unless the context of subject matter otherwise dictates or requires, the following expressions shall have the meanings hereby assigned to them:

“Activity” means project, exhibition, conference, event, performance, or other agreed undertaking forming the agreed use as described in the Contract.

“Agreed” means agreed in writing from time to time between Civic Centre Management and the Hirer.

“Agreed Use” means activity specified in Part 2 of the Contract and includes any access to associated areas that Civic Centre Management may grant to the Hirer or their agents or servants or employees or contractors for the preparation of any event including but not limited to meetings, exhibition, display, performance, or series of performances or for any other purpose.

“Approved” means approved in writing from time to time by the Civic Centre Management.

“Authorised Officer” means a person determined by the Shire of Esperance as having particular authority. This may include but is not limited to Coordinator, Technical Supervisor or FOH/Duty Manager.

“Business Day” means any day other than a Saturday, Sunday, public or bank or other gazetted holiday in Western Australia, Australia.

“Cancelled” in relation to the agreed use means the failure by the Hirer to proceed with the agreed use or any part thereof due either to a breach by the Hirer of the provisions of these Standard Terms and Conditions of Hire which may or may not result in the revocation by the Civic Centre of the license granted herein, or any other reason whatsoever.

“CEO” shall mean the Chief Executive Officer of the Shire of Esperance.

“Civic Centre” shall mean The Esperance Civic Centre, its Theatre/Auditorium, Reception Rooms, Entrance Foyers, related areas, facilities, approaches and grounds located at Council Pl, Esperance WA 6450.

“Civic Centre Box Office” means the department of the Arts Centre acting as an agent for ticket sales.

“Civic Centre Coordinator” shall mean the Civic Centre Coordinator/Supervisor/Manager of the Esperance Civic Centre.

“Civic Centre Management” means the person(s) authorised by the Shire of Esperance to manage the premises.

“Civic Centre Staff” means any person employed by the Shire of Esperance, to be in place at the venue during an activity or event.

“Contract” means that part of the Agreement entitled Contract (inclusive of any attached schedules).

“Hirer” shall mean any person, persons, organisation, club or group that has applied to hire the Civic Centre from the Shire of Esperance.

a) **“Commercial Hirer”** is any hirer holding an activity which is held for profit (this may in some circumstances include NFP organisations where the event clearly has a commercial mandate).

b) **“Non-Commercial Hirer (Community)”** as a local group or association which generally does not include professional personnel and is usually not for profit (NFP) association and generally includes school groups.

“Hiring Period” means the period as specified in the Contract commencing on the license commencement date and ending on the license expiration date. If the Civic Centre permits the Hirer to have access to the venue prior to the license commencement date the Hiring Period will commence from when approved access commences.

“Premises” means any part of property (internal or external) known as the Esperance Civic Centre.

“Schedule of Fees & Charges” means those fees and charges applied by the Shire of Esperance at the time of Hiring Period and may vary from those included at date of issue of the Contract. All references to sums of money are references to sums in Australian currency and all payments to be made will be made in Australian currency.

“Shire” shall mean the Shire of Esperance, being the owner of the Esperance Civic Centre

2. INTERPRETATION

In these Standard Terms and Conditions of Hire and Contract hereto unless the context of subject matter otherwise dictates.

Words importing the singular shall include the plural and vice versa and reference to one gender shall include all genders.

2.1. Where two or more persons are Hirers these Standard Terms and Conditions of Hire shall bind the Hirers and any two or greater number of them jointly and each of them severally and shall also bind the executors, administrators and permitted assignees of them and every two or greater number of them jointly and severally.

2.2. Headings herein are for convenient reference only and shall not in any way control or affect the construction of these Standard Terms and Conditions of Hire or any clause thereof.

2.3. If there is any inconsistency between this document and the Contract, then the clauses of the Contract will prevail.

2.4. The Esperance Civic Centre reserves the right to vary, amend, delete, make additions, changes comment or other amendments whatsoever to the following terms and conditions without notice as permitted to the extent of any applicable Australian state or federal law and/or act.

2.5. These Standard Terms and Conditions of Hire will be interpreted and construed, and the rights of the parties will be determined in accordance with the law of the Western Australia, Australia and do not preclude any rights under relevant law, which cannot be excluded, restricted or modified by agreement.

3. APPLICATION TO HIRE

Application for use is to be made on the Venue Hire Booking form, signed by the applicant, 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.

3.1 Booking Procedure

3.1.1. A venue hire pencil booking, being a booking without receipt of any deposit will be held without obligation. If a subsequent venue hirer wishes to place a booking on that date(s) the hirer holding first pencil will be given two business days’ notice to release the date or confirm and contract the booking.

3.1.2. Recurrent (weekly/monthly/annual) bookings and dates are not guaranteed at the time of initial booking.

3.1.3. License Period covers any / all occupancy of the venue and must include set up / set down times.

3.1.4. Following verbal or written communication of your intention to hire the venue you will be forwarded the Civic Centre Venue Hire agreement. To ensure a confirmed booking, Civic Centre Management must receive the

signed Contract. If applicable, the Shire of Esperance will issue an invoice for the deposit, which must be paid in full for the booking to be confirmed. If the signed Contract and deposit are not received within 2 weeks the Civic Centre reserves the right to release the date(s) to another hirer.

3.1.5. At the time of making the booking the Hirer must book any additional Civic Centre facilities and equipment. Final confirmation of facilities and equipment required must be received at least ten business days prior to the commencement of the license period. Any alterations must be finalised and agreed to by the Coordinator in writing no later than 3 business days prior to the booking.

3.1.6. Subject to the provisions of the Agreement of Hire the Shire of Esperance grants to the Hirer license and authority to use and occupy the venue for the purpose only of the agreed use and the Hirer agrees to undertake such use accordingly.

3.1.7 The Hirer may not, under any circumstance sublet any space within the venue or any other space within the Esperance Civic Centre premises.

3.2 Vacating the Esperance Civic Centre

The Hirer shall directly after the last activity of the agreed use remove from the premises all his sets costumes properties and equipment together with all other goods of any kind brought onto the premises by the Hirer.

3.3 Failure to Remove Equipment

In the event of the Hirer failing to remove any or all of their sets and costumes and properties and equipment and goods and materials from the premises at the time of expiration of the license granted herein Koorlony Management may at the sole risk and expense of the Hirer remove the same. In the further event of the Koorlony Arts Centre providing storage for same it may charge to the Hirer.

4. SAFE AND PROPER USE

4.1 Safe and Proper Use of The Esperance Civic Centre

The Hirer will use the premises and its facilities and its equipment in a safe proper and efficient manner to the satisfaction of Civic Centre Management and will immediately comply with any direction given by Civic Centre Management or authorised officer in connection with the safe and proper use of the premises and its facilities and equipment. The Hirer will ensure to leave the premises and its facilities and equipment in a clean safe and proper condition to the satisfaction of Civic Centre Management or authorised officer.

4.2 Alterations - The Hirer will not make any alterations or additions to the structure or the fittings or decorations or furnishings or facilities or equipment of the Civic Centre. Any furniture moved must be returned to its original place.

4.3 Additions - The Hirer will not provide any additional decoration or furnishings to the Civic Centre unless the same shall have been previously approved by Civic Centre Management and the Hirer shall immediately after the agreed use (or if agreed immediately after a series of events or performances) remove all such additional decoration or furnishings.

4.4 Capacity - The Hirer shall comply at all times with the Civic Centre building and health regulations and not permit audience numbers to exceed the certified occupancy or seating capacities of the various venues. In accordance with this the following conditions apply: -

- a)** The Hirer will be required to determine the capacity appropriate to their requirements in consultation with venue sales and booking staff; and/or
- b)** Civic Centre Management reserves the right to refuse a booking on the grounds of health & safety; and/or
- c)** Civic Centre Management reserves the right to restrict entry to the venue once the legal occupancy capacity has been reached and to put in place at the cost to the hirer any systems required to enforce legal occupancy capacities; and/or
- d)** Crowd control personnel shall be engaged by the Hirer, if, in the opinion of Civic Centre Management, it is deemed necessary. The cost for engagement of crowd control personnel will be borne by the Hirer.

4.5 Temporary Seating - Any temporary seating installed in relation to the agreed use must not be located in aisles or other paths of travel to a designated exit. Seating set out in rows must comply with BCA requirements.

If it is intended that the audience be seated on the floor aisles and crossovers are to be clearly defined and maintained as paths of travel.

4.6 Aisle Lighting - Aisle lights within the venue (s) must be on when any member of the public is in attendance and the main auditorium lighting is dimmed or off. This includes but is not limited to all rehearsal and performance periods.

4.7 Sound Levels - Civic Centre Management reserves the right to exercise control of sound levels within the Civic Centre and Civic Centre external areas. Hirers shall comply with the reasonable determinations of Civic Centre Management or authorised officer in relation to sound level limits within the premises. Civic Centre Management reserves the right to stop work in cases of excessive sound level or vibration or where they believe any personal safety or other venue activities are compromised.

4.8 Fireproofing - The Hirer shall not bring onto the premises any scenery, curtains, or properties to be used in connection with any agreed use unless the items have been fireproofed in accordance with the prevailing Fire Code of Western Australia, Australia and are maintained by the Hirer in a fireproofed condition to the satisfaction of the Civic Centre Management whilst the items are on the premises.

4.9 Obstructions - The Hirer shall not obstruct any stair, exit or path of travel within the premises. This includes all open spaces within the building i.e.: foyers, public spaces, back of house passageways.

4.10 Displays – Civic Centre Hirers must obtain approval when installing displays or exhibits in any part of the premises. Civic Centre Management reserves the right to refuse installation or demand removal of any exhibit / installation it deems unsafe. Tape such as sticky tape/duct/gaffer/Sellotape etc must **not** be used on any walls or doors within the centre. Blu Tac is permitted or other such products that will not mark the walls or doors. Any damage will be payable by the Hirer.

4.11 Rigging / Suspension of Items - No Hirer will suspend or permit or allow to be suspended from any height within the premises any item until the item and the manner of suspension shall have been previously approved in writing by Civic Centre Management.

4.12 Confetti/Confetti Cannons – The use of Confetti/Confetti Cannons is not permitted.

4.13 Electrical Equipment - Any electrical equipment brought on to the premises must be tested and tagged as per Australian Standards (AS 3760). The hirer is liable for any costs associated with their equipment being inspected, tested and maintained. Any electrical equipment identified by Civic Centre Management as being potentially unsafe will be disconnected and removed from the premises.

5. AGREED USE

5.1 Date / Time and Number of Activities - Any activity covered by these Standard Terms and Conditions of Hire will be held on the date or dates and times as referred to in Part 2 of the Contract and only in such numbers as are agreed.

5.2 Commencement - The Hirer will not commence any activity earlier or later than the starting time or times specified in Part 2 of the Contract unless such change of time shall have previously been approved in writing by Civic Centre Management.

5.3 Latecomers - The Civic Centre reserves the right not to admit latecomers to any given activity / event / performance until there arises a suitable break.

5.4 Rehearsals - No unauthorised personnel shall be permitted to attend and view a rehearsal without the permission of Civic Centre Management. Where such permission is granted, Civic Centre Management may engage such staff as it deems necessary in connection with the safe and proper use of the Civic Centre and the Hirer will be liable for any extra staff engaged.

5.5 Use of Public Spaces - The Hirer shall not use any front of house area for any purpose other than egress unless otherwise approved by Civic Centre Management

5.6 Suspension of Activity - The Civic Centre which shall be at liberty to suspend or control to any extent and in any way, it may deem necessary any performance or usage which in its judgment is not in accordance with the provisions of these Standard Terms and Conditions of Hire.

5.7 Working with Children Check - It is the responsibility of the Hirer to ensure those requiring a WWCC have the requirements in place. As outlined by the Government of Western Australia.

6. PERMITS AND LICENCES

6.1 Hirers must have in place all necessary permits, licenses and rights required to undertake their activities at the premises and are responsible for the payment of any taxes, levies, and charges payable to any authority or third party in connection with such activities.

6.2 Hirers shall not conduct any raffles, lotteries gaming, collections, or solicitation whether for charity or otherwise on Civic Centre premises without prior written consent from Civic Centre Management.

6.3 Civic Centre Management reserves the right to cancel the user's activity should the user and/or any subcontractor or employee of the user have not taken all reasonable steps to obtain any relevant license(s), insurance(s) or statutory requirement(s) for the activity being undertaken.

7. COPYRIGHT / BROADCAST

7.1 Performing Rights Copyright and Moral Right of any Author of Any Work - The Hirer shall not infringe or breach the permit or suffer to be infringed or breached any copyright or performing right or any other protected right in connection directly or indirectly with the agreed use and the Hirer must produce evidence of the necessary authorities / consents from the copyright owner and the author of the work (if different from the copyright owner) in relation to any activity which uses other works and the intellectual property in those other works vests in another party or another party was the author of those works. Further, the payment of all or any royalties to the OneMusic Australia or any other like bodies or to any person entitled to be paid royalties shall be the obligation of the Hirer and the Hirer undertakes to pay such royalties promptly as they fall due.

7.2 Sound or Television - The Hirer shall not transmit or produce or permit or allow the transmission or reproduction by television or sound broadcast or by any other means any of the performance or part thereof unless the same shall have been previously approved in writing by Civic Centre Management. When approval has been granted for a performance to be televised, broadcast, filmed or recorded all publicity and advertising must clearly state that such is the case; and

- a)** In the event of any performance being broadcast from the Esperance Civic Centre whether it be by or for radio or television and whether it be broadcast live or taped a fee as specified by the MEAA will be payable to the Civic Centre by the Hirer; and
- b)** If such transmission or reproduction results in seating capacity being reduced or sight lines impeded because of technical requirements the Hirer must provide such information to enable tickets to be sold to an accurate seating plan.

8. PLANT AND ELECTRICAL INSTALLATIONS

8.1 Hirers shall 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.

8.2 Where any of the things referred to in clause 8.1 have been damaged and the Hirer is deemed to be responsible therefore, the Hirer shall be responsible to make good and repair such damage at their cost. Civic Centre Management will engage a company for repairs and invoice the Hirer for the work.

8.3 The Civic Centre shall not at any time be in any way or on any ground whatsoever liable for the failure or non-working of the air conditioning plant, the electric plant and/or the electrical fittings contained in the premises or for the non-supply of electric power or light to the premises.

9. CIVIC CENTRE EQUIPMENT

9.1 Technical Requirements - The Hirer shall send to Civic Centre Management not later than fourteen (14) business days prior to the Licence Commencement Date as specified in Part 2 of the contract full particulars of the Hirer's technical, staging, equipment and labour requirements, and will promptly inform the Civic Centre Management in writing of any change or variation in those particulars.

Any equipment that involves a hire charge will be charged to the Hirer, or taken into account in the final show/event reconciliation.

9.2 Where using or altering the Civic Centre 'in house' technical equipment the Hirer shall restore at their own cost all sound lighting and staging apparatus to the basic standard arrangement to the satisfaction of Civic Centre Management or authorised officer. Charges will apply if this is not carried out.

9.3 Additional Equipment:

9.3.1. If the hirer wishes to use his own sound, lighting or other electrical devices and mechanical equipment this must be approved by Civic Centre Management. Where external equipment is hired for any Agreed Use by the Civic Centre at the Hirers request the cost of the hire, delivery, removal, and installation of this equipment will be borne by the Hirer.

9.3.2. Should the Hirer wish to place any equipment, including mixer boards, in the auditorium it must be placed so that patron viewing is not obstructed by such equipment. If such placement is likely to result in reduced seating capacity the Hirer must present detailed information to the Civic Centre Management to enable tickets to be sold to an accurate plan.

10. DEPOSITS AND CHARGES

10.1 A booking deposit bond of \$500.00 will be payable to secure the date for all theatre auditorium bookings.

The Shire of Esperance will issue an invoice once the booking has been confirmed.

10.2 Cleaning and Security – the Coordinator may charge a refundable security bond of not less than \$500.00 to Hirers depending on your event 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.

10.3 Events supplying or serving alcohol, such as private events, sporting clubs etc will be charged a \$1,300.00 refundable bond.

10.4 If the Hirer requires the signed framed show prints in the main foyer to be taken down or all furniture to be removed from the main foyer, a fee of \$500.00 may be charged.

10.5 The charges payable by the Hirer shall be in accordance with the charges current at the date of the function, except where such current charges are quoted or paid in full at the time of booking, in which case the charges are deemed to be fixed.

10.6 The Shire reserves the right to revise fees and charges annually as deemed necessary.

11. REFUND OF BOND

If any bond is paid it 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 Civic Centre Management. 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.

Loss or partial loss of bond will result from but will not be limited to:

- Cleaning of carpets due to spillage of food, liquids or any other substance.
- General litter around the outside of the building including cigarette butts and empty drink containers.
- Damage to centre facilities (i.e.: floor, walls, doors, chairs, tables, etc.).
- Additional cleaning of centre facilities (i.e.: kitchen, bar, chairs, tables, etc.).
- Correct packing up of centre facilities (i.e.: chairs, tables, etc.).
- Loss of Civic Centre key(s).

NOTE: If any key(s) are not returned all relevant locks will need to be re-keyed. If the cost of such exceeds the bond you will be liable for the balance. A component of the cost will include any associated administrative costs incurred to make good the premises.

12. CANCELLATION OF BOOKING

The Esperance Civic Centre is not responsible for the interruption or cancellation of bookings due to circumstances beyond its reasonable control. The Esperance Civic Centre will not be liable for any costs related whatsoever to the cancellation of a Booking. The Esperance Civic Centre reserves the right to withhold hiring of the venue if necessary or due to circumstances beyond its reasonable control.

If the hirer cancels a booking the Esperance Civic Centre must be notified in writing.

Notice of cancellations received by the Esperance Civic Centre Coordinator:

- a)** less than 5 days prior to the booking date will be charged 100% of the venue hire fee and any expenses already incurred by the Esperance Civic Centre at the request of the Hirer.
- b)** 6 to 14 days prior to the booking date will be charged 50% of the venue hire fee plus any expenses already incurred by the Esperance Civic Centre at the request of the Hirer.
- c)** 15 to 60 days prior to the booking date will forfeit the \$500.00 deposit plus any expenses already incurred by the Esperance Civic Centre at the request of the Hirer.
- d)** More than 60 days out from the booking date no fee will be charged, and any deposit paid will be refunded less any expenses already incurred by the Esperance Civic Centre at the request of the Hirer.

The Coordinator 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.

13. TICKET SALES, DISTRIBUTION AND RECEIPTS

The Hirer further agrees with the Civic Centre as follows:

13.1 All activities within the Civic Centre which require patron ticketing must be ticketed by the Civic Centre Box Office. The Civic Centre Box Office includes tickets sold online, at the Shire of Esperance administration, Esperance Visitors Centre and Esperance Public Library.

13.2 The Shire of Esperance will retain in trust all or any part of the monies which may have been paid to Ticketsearch whether by way of advance seat booking charges or otherwise until 10 business days past the conclusion of the agreed use to which such monies relate, until the Hirer shall have paid to the Civic Centre all sums which may be due and payable by the Hirer on any other account. The Civic Centre reserves the right to apply such monies as follows:

- a)** settlement of any outstanding payments by the Hirer to the Civic Centre; and / or
- b)** in refunding collected monies to ticket holders: and/or
- c)** in payment to the Civic Centre in compensation for deficiency or loss or damage arising by virtue of the Hirers breach of the Agreement arising in connection with the agreed use; and/or
- d)** for any losses in ticket revenue due to fraud or non-payment by a purchaser.

13.3 House Seats - Eight (8) seats may be reserved for the exclusive use of the Civic Centre for each performance/event. Designated House Seats may be returned for general sale at the Coordinators discretion, not more than twenty-four (24) hours before commencement of the Performance.

13.4 Sound/Lighting Op - As per the venue seating plan, the seats designated as sound/lighting ops position are not sellable seats by the Hirer. The ops position is only relocated for cabaret style seating (tables & chars).

Row AA can be added should these be required by the Hirer to accommodate the reduction of the ops position and will only be added to the seating plan with the approval of Civic Centre Management.

14. MERCHANDISING

14.1 Sale of merchandise will attract a commission of 10% of total sales to the Civic Centre.

14.2 The Hirer shall bear the cost of any expenses incurred in the sale of merchandise.

15. MARKETING / PROMOTION

15.1 General Policy - Commencement of any advertising is not permitted until contractual and ticketing agreements are complete, and deposits received. Arrangements to display promotional material must be in writing and agreed to by the Civic Centre Coordinator, prior to the licence commencement date.

15.2 Approval - Any promotional material which is proposed to be provided to Civic Centre customers must be approved by the Civic Centre prior to production. Civic Centre Management must approve all advertising material prior to publication, issue, or promotion. Arrangements to display promotional material must be in writing and agreed to by the Civic Centre Management, prior to the licence commencement date.

15.3 Display of Promotional Materials

15.3.1. No signage or display material is to be nailed, screwed, stapled, or adhered to any surface front or back of house in the premises.

15.3.2. Any free-standing signage, banners or promotional material distributed at the premises by or on behalf of the hirer must be approved for content, distribution, and placement by the Civic Centre Coordinator.

15.4 Logos

15.4.1. The Hirer shall in respect of advertising and programme materials reproduce the name of the premises as follows; Esperance Civic Centre, Council Pl, Esperance WA 6450.

15.4.2. The use of the Shire of Esperance or Esperance Civic Centre logo(s), must be approved by Civic Centre Management.

15.5 Marketing and Promotion Costs - Should the Civic Centre and the Hirer agree that Civic Centre Management shall arrange marketing and promotion on the Hirer's behalf, the Hirer shall pay to the Civic Centre the sum agreed upon.

15.6 Distribution of Civic Centre Information

15.6.1. The Civic Centre reserves the right to display its own advertising material at any time. The Hirer shall permit the Civic Centre to distribute to any persons attending the premises any circular, brochure or information sheet provided by the Civic Centre.

15.6.2. Civic Centre Management shall reserve the right to use the front-of-house areas and other areas to advertise forthcoming events.

16. PRIVACY

16.1 The Civic Centre respects the privacy of all customer and business contacts and is committed to safeguarding the personal information provided and to complying with the National Privacy Principles in the Privacy Act 1988 (the NPPs). The Civic Centre will comply with NPP1.3 when it collects personal information from customers and with NPP2 when it uses and discloses this personal information.

16.2 If the Civic Centre discloses personal information to a third party, it will only do so on the basis that the third party has agreed to the matters specified in this clause, and that the third party will comply with the NPPs when it handles the personal information of the Civic Centre customers.

16.3 Under the "direct marketing rules" in NPP2.1, the Civic Centre is required, in each and every direct marketing communication to individuals, to prominently display a notice that any individual may choose not to receive any further direct marketing communications. The Civic Centre is also required to respect any "opt outs" received.

17. LIMIT OF HIRING

The Hirer shall only be entitled to the use of the particular part or parts of the building hired. The Coordinator reserves the right to let any other portion of the building for any other purpose at the same time but in such a manner as not to interfere with any event being held by the Hirer. No portion of the building hired shall be sublet or any tenancy transferred or assigned without consent of the Coordinator.

18. UNHINDERED ACCESS

The Shire of Esperance CEO and any officers that the Shire appoint 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.

19. REFUSAL TO LET

It shall be at the discretion of the Shire of Esperance to refuse to let the Civic 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 deposit paid. The Shire shall have the full power if it sees fit to cancel such letting and direct the return of rent and/or 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.

20. LIQUOR

20.1 The Hirer will not for the purpose of resale bring onto or receive or provide in the premises any liquor. All service and consumption of alcohol must be in line with Liquor Licence conditions imposed on the Civic Centre by the Department of Racing Gaming and Liquor of Western Australia. A copy of these conditions is available upon request.

20.2 Hirers and all associated staff, third parties, machinery operators, volunteers, trades staff, technical operators or performers etc are not permitted to consume or be under the influence of alcohol while undertaking any professional duty.

20.3 With the exception of official functions, **no alcohol is permitted in any back of house area or onstage.**

21. CONDITIONS OF ENTRY

21.1 Direction - Civic Centre users will in all respects observe and comply with any / all By-Laws of the Shire of Esperance and Civic Centre in force at the time of their use of the Civic Centre premises, equipment and or facilities.

21.2 Removal - Civic Centre Management has the right to request the removal from the premises of any person behaving in a disorderly manner. Civic Centre Management may request the Hirer to cease activity if disorderly and unacceptable conduct occurs. It is up to Civic Centre Management to use his/her discretion on all occasions as to the running of the activities on Civic Centre premises.

Hirers are not to do or omit to do anything which is of a nuisance or annoyance to Civic Centre Management or other users of the premises or which in the opinion is dangerous, disorderly, riotous, noxious, offensive, illegal, immoral, or objectionable. Any such behaviour will result in immediate removal from the premises. Any illegal activities will be reported immediately to the relevant authority.

21.3 Supervision - Hirers are responsible for always ensuring that their agents, contractors, employees, licensees and invitees are properly supervised and under the control of a representative of the Hirer. Any such person(s) shall observe and comply with all instructions given by Civic Centre Management and with the provisions of the Venue Hire Agreement.

The Hirer must provide Civic Centre Management with the name and contact details of the Hirer's authorised representative if the Hirer is not present for the duration of the licence period.

The Hirer shall at all times observe and comply with the provisions of all industrial agreements, awards and determinations as regards any person or persons engaged or employed in connection with the agreed use.

Civic Centre users are responsible for providing adequate duty of care and supervision for all person(s) under the age of 18 brought onto the premises as a result of their activities undertaken.

If a user contracts a person/organisation to operate childcare facilities on the premises, they must ensure that the appointed person / organisation holds appropriate qualifications and licences. Copies of these licence and insurance certificate(s) must be supplied to Civic Centre Management prior to any child being placed in care.

The Civic Centre reserves the right to specify a minimum number of staff to be engaged or present during any activity. Any costs incurred for staff provided by the Civic Centre at request of the User or as considered necessary by Civic Centre Management will be borne by the User at the applicable labour rates as indicated in the Schedule of Fees and Charges

22. BAR AND KIOSK OPERATION

The Civic Centre will run and manage the Bar/Kiosk for all ticketed events at the Civic Centre.

Should a hirer be granted permission by Civic Centre Management to run their own Bar for their event where alcohol is to be sold or served, **the Hirer is responsible for obtaining the required liquor licence, employment of an Approved Manager, RSA Staff and the employment of any security staff as deemed required by Civic Centre Management.**

A copy of the Liquor Licence must be supplied to the Civic Centre Coordinator prior to the event.

The Shire reserves the right to accept or reject any group or organisation seeking use of the bar(s) or kiosk(s) for the sale of liquor, foodstuffs and any other consumable items. Use of these facilities is at the discretion of the Coordinator who may, if so desired, select any such operator as considered suitable.

The Hirer must comply with the Esperance Civic Centre liquor license – whereby no alcohol can be consumed outside of the venue or past the ‘no alcohol beyond this point signage’.

23. CONTROL AND USE OF THE CENTRE

- a)** The general administration and control of the Centre is vested in the Coordinator who shall exercise absolute discretionary power for the good order and control of such premises. The 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.
- b)** Any volunteers or private attendants (including security staff) engaged by the Hirer of the Centre will work at the discretion of the Coordinator whose instructions will be obeyed at all times.
- c)** The Hirer will use the Centre with all laws, regulations or by-laws applicable and not allow to take place any performance which in the view of the Shire is unsuitable, objectionable or dangerous.

24. STAGE EQUIPMENT

Only persons approved by the 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 Coordinator.

25. GOOD ORDER & SAFETY

- a)** 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.
- b)** It is the Hirer’s responsibility to ensure the safety of all persons attending the event.
- c)** The stated maximum capacity of the internal and external areas must not be exceeded at any time.

d) All electrical cords, fittings, switches and other electrical appliances to be used by the Hirer or another person on their behalf must comply with all Australia Standards and display a current electrical safety tag.

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.

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 Coordinator to refuse any person admission to, or remove them from the building.

27. 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.

28. THEFT

Neither the Shire, nor its 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.

29. 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 Coordinator against any action resulting from the non-payment or non-compliance of the above.

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 Centre. The Hirer at his/her own expense may arrange for temporary supplies, subject to the approval of the Coordinator of both the type of temporary installation and the placing of.

31. PIANOS

Use of the Centre's Yamaha upright and baby grand pianos is available. The Coordinator must be advised in advance should the piano be required. Under no circumstances must the Yamaha upright or baby grand piano be moved without the permission of the Civic Centre Coordinator.

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

32. DAMAGE AND LOSS

The Hirer shall notify Civic Centre Management immediately on becoming aware of any damage or loss to the premises, its facilities or equipment and of any injury to any person whosoever in the Civic Centre.

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.

The Hirer must provide the Esperance Civic Centre with a Certificate of Currency for product and public liability insurance coverage of no less than Twenty Million Dollars \$20,000,000.

33. 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.

34. SMOKING PROHIBITED

Smoking is prohibited in all areas of the Civic Centre and within 10 metres of any doorway, window, or air intake where smoke may enter the Civic Centre.

35. DANGEROUS GOODS

35.1 Hirers shall not bring on to the premises any flammable, volatile, explosive, or dangerous substances, including pyrotechnics and chemicals, without the prior written consent of Civic Centre Management. Management will insist on the removal of any dangerous good or hazardous substance that has not been approved for use on the premises or is being misused. Hirers are responsible for supplying the Dangerous Goods Register and Material Safety Data Sheet/s (MSDS) for all hazardous substances and dangerous goods brought on to the premises.

35.2 Hirers engaged in the following must receive written approval from Civic Centre Management prior to undertaking activity on the premises: use of naked flame / flammable substances / Hot Work / pyrotechnics / strobe lighting / lasers / helium balloons / weapons / Smoke / haze or snow machines. Approval will not be given for any activity requiring the discharge of ammunition from a firearm, the use of any material or thing giving off a level or heat or toxicity that poses a threat of harm, the use of any sharp implement or weapon that poses a threat of harm or the screening of nitrate film.

36. PROHIBITED ACTIVITIES

36.1 Substances - It is prohibited for any person to use, sell, purchase or be under the influence of any illegal substance on Civic Centre premises (including external areas). If persons are taking prescription medication that may affect their safety or the safety of others, they should refrain from undertaking any activities at the Civic Centre. The use of any prescription drug without medical direction is considered to be a breach of this policy.

36.2 Animals - With exception of Service/Assistance Animals any animal visiting the site or used in any activity undertaken on the premises must have prior consent from Civic Centre Management and must be expertly cared for. The owner must take full responsibility for the animal(s) and must demonstrate compliance with relevant animal protection and welfare requirements. Anyone found mistreating animals will be reported to the appropriate authorities.

Please note: Assistance animals are defined by legislation to include Guide Dogs, hearing dogs and any other animal specially trained to assist a person with a disability. Disability Discrimination Act 1992.

37. EMERGENCY SERVICES

37.1 The Hirer, his agents and servants will not hinder or obstruct in the exercise of their duties at the Civic Centre any member of the medical or nursing profession, police force or security officer employed or authorised by the Civic Centre or fire brigade, ambulance service, first aid service or other emergency evacuation procedures; and

37.2 Hirers must not obstruct or interfere with aisles, entrances, exits, electrical cupboards, emergency lighting, fire extinguishing equipment and fire alarms in the premises or do anything which might in any way endanger nor omit to do anything reasonably required to prevent danger to the Civic Centre, or any person.

37.3 The Hirer agrees when requested by Civic Centre Management to insert into any official programme or to otherwise announce any emergency evacuation procedure as may be determined by the Civic Centre Management

37.4 Civic Centre Management may revoke or discontinue the licence if at any time in the opinion of Civic Centre Management:

a) there exists emergency in the premises due to an actual or imminent occurrence that causes or threatens to cause loss of life or injury or distress to persons or danger to the safety of the public or destruction of or damage to property.

b) or the premises is required, requisitioned, or resumed for the use of a government or public authority for any public purpose by reason of emergency.

c) or the premises is damaged or destroyed by act of war or in the course of resisting or repelling such action or is being repaired, remedied or made good or attempts are being made to do so as a result of such action.

d) or a breach of copyright is being committed.

e) or the use of the venue and / or premises for the agreed use in respect of which this license and authority is granted, prohibited obstructed or hindered by reason of any industrial action or act of God or civic disorder.

38. INDEMNITIES

The Hirer further agrees with the Civic Centre as follows:

37.1 The Hirer is solely liable for and must indemnify and hereby indemnifies and saves harmless the Civic Centre from and against all liability, suits, actions, proceedings, claims, demands, penalties, loses, damage and expense which may be incurred by or brought against or made upon the Civic Centre or which may pay, sustain or be put to by reason of, or arising out of or in the course of or in connection with either directly or indirectly the exercise or attempted exercise by the Hirer of its rights to enter the property except where such liability, suits actions, proceedings, claims, demands, penalties, losses, damage and expense arises out of a negligent or wilful act or default of the Civic Centre, its employees and/or its agents.

37.2 All outlays made by the Civic Centre in the event of the Hirer not proceeding with the agreed use or cancelling or postponing any performance or performances and the indemnity shall extend not only to costs actually incurred by the Civic Centre at the date of cancellation or postponement including but not limited to refunding of tickets and the loss of booking fees in respect of ticket sales; and

37.3 Any other claim action demand loss damage or cost of any kind that is consequent upon the agreed use pursuant to Esperance Civic Centre Hire Agreement and these Standard Terms and Conditions of Hire.

37.4 Any claims, actions, demands, losses, damages, costs, and expenses for and / or in respect of which the Civic Centre or its agents, servants, performers, employees, invitees, contractors, sub- contractors or volunteer staff shall be or become liable in any respect in relation to any breach (direct or indirect) by the Hirer his agents, servants, performers, employees, invitees, contractors, sub-contractors or volunteer staff of any copyright moral right or other intellectual property rights existing in relation to any works associated with the agreed use including but not limited to the performance and advertising of the performance.

38. FURTHER AGREEMENT

The Hirer further agrees with the Civic Centre as follows:

38.1 Revocation of License - the Civic Centre may revoke or discontinue any license and authority hereby granted at any time by giving the Hirer at the address shown in this agreement not more than two (2) business days' notice in writing thereof whereupon these Standard Terms and Conditions of Hire shall be at an end but without prejudice to any right or remedy where:

- a)** there has been a breach or default of any Party of the Venue Hire Agreement or
- b)** there is likelihood that damage may be caused to the premises or any part of the Civic Centre if the Hirer exercises their rights and authorities granted by the Agreement.
- c)** or the organisation or advertising for or the manner in which any performance is being conducted or is proposed to be conducted is or is likely to be of scandalous, libellous, obscene, or objectionable character so deemed by the Civic Centre.

38.2 Force Majeure - That in the event of the Civic Centre or Hirer or both parties being unable to perform and discharge their contractual obligations arising out of the Agreement due to strike, civil disturbance, war or act of God then the parties shall be relieved of the irrespective obligations accruing and occurring during such time provided that the time for performance as specified in the Agreement shall not be extended as a result thereof except by written agreement of both parties.

38.3 Waiver - The provisions of these Standard Terms and Conditions of Hire shall not be taken (either at law or in equity) to have been waived discharged or released by Civic Centre Management unless by its or his express consent.

39. SPECIAL CONDITION: COVID-19

- a)** The parties acknowledge that at the time of execution of this Agreement, there is a respiratory illness outbreak caused by a coronavirus ('COVID-19') that is impacting various regions globally.
- b)** The Hirer has annexed to this Agreement a comprehensive COVID-19 safety plan in accordance with current industry standards ('COVID-19'). The Hirer will:
 - i. Keep the Civic Centre reasonably informed of any updates to the COVID-19 Plan; and
 - ii. Confirm in writing, no less than fourteen (14) days prior to the date of the Hirer's first performance/hire, that the COVID-19 Plan annexed hereto is still current and in force or provide written notification of any amendments for the Civic Centre's approval.
- c)** The parties agree that cancellation of a performance or any part of the Engagement due to a Force Majeure Event arising from or in connection with the COVID-19 pandemic will be governed in accordance with clause 38.2, regardless of if the parties could have reasonably foreseen the risk of such an event occurring at the time of entering into this Agreement.
- d)** The parties acknowledge that the COVID-19 pandemic is an extraordinary and unprecedented event, and that there may be circumstances connected to COVID-19 that may not strictly constitute a Force Majeure Event but would nevertheless make it impractical for one or both parties to deliver a performance, or any part of the Engagement, or the entirety of the Engagement. Where this occurs, the parties may agree in writing to treat such impracticality as a Force Majeure Event in accordance with clause 25.2.

The parties agree to act in good faith when discussing whether to treat a set of circumstances connected with COVID-19 as a Force Majeure Event, which may include consideration of the following non-exhaustive factors:

- i. Financial viability of the performance or Engagement activity for the Civic Centre, due to capacity restrictions enacted by a relevant government authority after the date of this Agreement;
- ii. Financial viability of the performance/hire for the Hirer;
- iii. Reasonableness of travel arrangements due to government orders that restrict travel;
- iv. A genuine concern as to public health and safety due to any Hirer or Venue Staff in the last seven (7) DAYS:

1. Having a confirmed case of COVID-19;
2. Awaiting test results for COVID-19; or
3. Having been in close contact with a person who has tested positive for COVID-19.

The parties agree that a lack of ticket sales in itself will not render it impractical to proceed with a Performance.

e) For the avoidance of doubt, cancellation of a performance/hire due to either party's unwillingness or serious negligence in complying with the requirements of the COVID-19 Plan or a COVID-19 plan devised by the Hirer or otherwise binding on the Hirer, or to follow the direction of any government authority in connection with COVID-19, shall not constitute a Force Majeure Event and will be considered a voluntary cancellation by that party in accordance with clause 5

35. 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.

ESPERANCE CIVIC CENTRE

VENUE HIRE AGREEMENT

To be completed and returned to the Esperance Civic Centre at least six weeks prior the booking.

1. HIRERS DETAILS

Name of Hirer

--	--

Contact Person

Street Address

--

Postal Address

--

Phone Number

--	--

Mobile

Email Address

--

ABN

--

Bank Lodgement Details

Bank:	BSB:	Account No:
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2. EVENT/PERFORMANCE DETAILS

Show / Performance Title

--	--

Show/Performance Date

Nature of the Show / Performance

--

Support Artist(s), if any

--

Offensive

Nudity (Yes / No)	Sex (Yes / No)	Language (Yes / No)	Violence (Yes / No)

Age Suitability (*most applicable to children's shows - years to years*)

--

3. PERFORMANCE/EVENT RUNNING TIMES

House Open:	*Minimum 15mins prior to event start time		
Act One:			
Interval:			
Act Two:			
Finish Time			

4. FRONT OF HOUSE STAFF REQUIREMENTS

NOTE: The venue's Front-of-House (FOH) Manager is mandatory for all performances. The Civic Centre provides volunteer ushers for events if required.

Latecomers Call: Is there a lockout once the show starts? YES NO

If YES, when can patrons be admitted?

Will programs be offered for sale at your event? YES NO

Do you require the Venue to provide **program sellers**? YES NO

If YES, do you require the venue to provide a **program float**? YES NO

Will Merchandise be offered for sale? YES NO

Do you require the Venue to provide **merchandise sellers**? YES NO

If YES, do you require the venue to provide a **merchandise float**? YES NO

Special Instructions for FOH:

1. **What is the primary purpose of the study?**

5. ADVERTISING DETAILS FOR YOUR PROMOTIONAL MATERIAL

Telephone No. for Box Office (08) 9083 1565

Box Office Hours 1 hour prior to show.

6. TECHNICAL REQUIREMENTS

Contact details for your Technical Manager

Name:	
Position:	
Postal Address:	
Telephone:	
Mobile:	

The following is supplied as part of the standard hire of the venue for all performances:

- Standard 'house' sound system
- Allen & Heath QU32 mixing console
- 2 x Fold Back speakers
- Standard 'house' lighting rig
- ETC Ion XE20 console

Any changes to the standard house rig must be re-instated at bump out and will be at the hirers cost.

Additional Requirements

--

7. PRODUCTION SCHEDULE

	Date	Start Time	Finish Time	Venue Staff Required
Bump-in				
Set-up Property				
Set-up Lighting				
Set-up Sound				
Plot Lighting				
Sound Check				
Rehearsal(s)				
Performance(s)				
Bump-out				

8. PRODUCTION STAFF REQUIREMENTS

Please take care in requesting local production staff. As the Esperance Civic Centre is in a regional area, we have only one full-time technical coordinator and local casuals.

Duties	Civic Centre Staff	Touring Staff
Lighting Board Operator		
Audio Operator		
Follow Spot Operator		
General Stage hands		
Other		

9. STAGE /LIGHTING / AUDIO

- A list of venue technical equipment is available on request. Additional equipment may be available for hire.

Will you be using our lighting equipment? YES NO

Will you require a pre-rig to be done before your bump in? YES NO

If YES, please provide your lighting plot relevant to our equipment and plans.

Will you be using our sound equipment? YES NO

If YES, please provide your plan if possible.

Sound Mix Position

The seats designated as sound/lighting ops position are located in the middle of Row O & Row P.

Will you be running your own Lighting and Sound? YES NO

Will you be using your own Lighting and Sound desks? YES NO

10. PIANO

Do you require the use of the Civic Centre piano? YES NO

Important Note: Esperance does not have a resident piano tuner. Pianos are usually tuned twice per year. Should the piano require tuning for your event this will be at the hirers cost.

11. VIDEO RECORDING

Do you wish to video this performance/event? YES NO

Please advise where you would like the videoing position so we can advise which seats will need to be taken off the seating plan.

12. STAGING

Full Stage – 9m deep x 11m wide	YES / NO	
Half Stage* – 4.6m deep x 11m wide	YES / NO	
Stage to be set up on the dance floor in front of the Full Stage	YES / NO	

**Half stage is masked by black centre draw curtain.*

CONTRACT EXECUTION

Hire Agreement

I have read and accept the Esperance Civic Centre Standard Terms and Conditions of Hire and confirm that all information supplied is correct and true.

Signed on behalf of the Hirer:

Name of Hirer

Contact Name

Email

Telephone

<input type="text"/>	<input type="text"/>
----------------------	----------------------

Address

Signature

Date

<input type="text"/>	<input type="text"/>
----------------------	----------------------

Signed on behalf of the Esperance Civic Centre:

Name:

Signature

Date

<input type="text"/>	<input type="text"/>	<input type="text"/>
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