

**Albany Town Hall Theatre  
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## **CONDITIONS OF HIRE**

**Reviewed: June 2009**

### **ALBANY TOWN HALL / INTIMATE THEATRE**

#### **1. DEFINITIONS**

"The Council" shall mean The Council of the City of Albany.

"CEO" shall mean the Chief Executive Officer of the City of Albany.

"Centre" shall mean the Albany Town Hall facilities and Intimate Theatre.

"Theatre Manager" shall mean the Manager/Supervisor of the Albany Town Hall Theatre.

The "Hirer" shall mean any person, persons, Company or Group that has applied to hire the Theatre from the City of Albany.

#### **2. APPLICATION**

Application for use of the Hall 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 Centre is required and shall contain the applicant's undertaking to comply with these conditions.

Where 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. CHARGES**

The Town Hall Box Office must be used as the point of sale for any and all ticket sales to ticketed events. Box Office monies are held over for reconciliation following the performance/engagement. Where insufficient monies have been taken for sales at Box Office to cover hire of venue, all charges for hire shall be paid to the Council strictly in advance, not later than 4.00pm at the Council's Office on the last business day prior to the day of engagement. Under no circumstances will the Centre be booked or considered engaged unless the terms of these conditions are complied with by the

Hirer, and on no account will entrance be given until the full amount of hire has been paid.

#### 4. SECURITY & DAMAGES DEPOSIT

A deposit as set out in the Schedule of Hire Charges shall be paid at the time of hiring as a guarantee of fulfillment of these conditions, and as security against damage to the building and/or any fittings or furniture contained therein, and for any abnormal cleaning of the portion of the building used by the Hirer. The Hirer shall be liable on demand by the CEO to pay any further amount in excess of such deposit to meet the full cost of such damage or cleaning.

#### 5. CANCELLATION OF BOOKING DATES

- a) Once the security deposit is paid and the booking confirmed in writing, there can be no cancellation of the event without forfeiture of the deposit.
- b) Once tickets have been placed on sale, at any time an event is cancelled by the Hirer, the Hirer shall pay three times the normal booking fee payable on all tickets sold to that day to reimburse the City of Albany for expenses incurred in issuing tickets, and refunding monies paid for tickets by patrons. These monies will be invoiced by the City of Albany and not taken from the security deposit.
- c) 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.

#### 6. DAMAGE

The floors, walls, or any other part of the Centre, or any curtains, fittings or furniture, shall not be broken, pierced by nails or screws in any such manner or in any other way damaged, and no notice, sign, advertisement, scenery, fittings or decoration of any kind shall be erected in the building or attached to or affixed to the walls, doors, or any other portion of the Centre, curtains, fittings or furniture, mechanical, electrical and other equipment.

#### 7. LIABILITY FOR DAMAGE

Wherever it is the direct result of the Hirers actions, the Hirer shall be responsible for and shall make good any loss or damage to property, walls of buildings, scenery, furniture, equipment, fittings, appliances or apparatus and shall forthwith upon demand by the CEO, pay to him such sum to make good loss or damage as he may demand from the Hirer and, subject to quotation and market forces, the decision of the CEO as to the amount payable to make good such loss or damage shall be final and conclusive and shall be binding upon the Hirer. Copies of receipts of all repair work will be made available to the hirer where this is required.

#### 8. ALTERATION TO BOOKING DATE

No alteration may be made to a confirmed booking date without forfeiture of the Security Deposit, which applies to that date.

## 9. HIRER TO INDEMNIFY COUNCIL

The Hirer shall at all times during the hiring be responsible for and shall keep the Council effectively indemnified against all actions, suits, proceedings, losses, costs, damages, charges and demands in any way arising out of any accident to, or damage to, or loss of the property of the Hirer or his servants or contractors.

## 10. PERFORMING RIGHTS

In the case of a dramatic or other performance or a concert, the Hirer shall not produce or perform or permit to be produced or performed any dramatic or musical or other work in infringement of the copyright or performing right or naming rights of any owner of such right. Breach of this condition may prevent the confirmation of a booking of the venue.

## 11. OBSTRUCTIONS

The Hirer shall comply in every respect with regulations under the Occupational Health and Safety Act and Council by-laws with regard to public buildings for the prevention of over-crowding and obstruction of gangways, passage corridors or any other part of the building. Any person causing an offence against such regulations shall be removed from the building.

## 12. PIANOS

Pianos will only be moved on the authority of the Theatre Manager or Technician.

## 13. PHOTOGRAPHY

No camera, video or recording equipment shall be used within the Centre without the consent of the CEO or Theatre Manager.

## 14. CLEANING

The Theatre will engage a contract cleaner to clean the used premises and the Hirer will reimburse the venue at the rate scheduled on the hirer charges schedule at time of booking. Minimum call for cleaning contract is a three hour clean.

## 15. NOTICES

No notices or announcements of any entertainment or function shall be exhibited in the Centre or the grounds thereof, except on Notice Boards provided for the purpose. The period during which notices will be allowed on the boards shall be at the discretion of the CEO or Theatre Manager according to the bookings of the Centre.

## 16. TRANSMISSION

Wherever the hirer wishes to record the performance either by audio or film, the theatre technician/s will be paid a transmission penalty under the Live Broadcast and Entertainment award and the cost of this payment will be passed on to the hirer at reconciliation.

## 17. SMOKING PROHIBITED

Smoking is prohibited in all areas of the centre including the grounds exterior to the building for a radius of up to 4 metres. Persons caught smoking on the premises or fire escape will be issued with a fine. If evidence is found of smoking on the premises by persons employed by the Hirer a fine will be issued to the Hirer.

## 18. CONSUMPTION OF FOOD AND LIQUID REFRESHMENT PROHIBITED

Food and liquid refreshments may only be consumed in places set apart for that purpose, and shall not be permitted in the Auditorium, Stage area or Control Room.

## 19. DISPUTE

In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter or thing contained therein, the decision of the CEO thereon shall be final and conclusive.

## 20. STORAGE OF EQUIPMENT

The Hirer/s must ensure that any and all equipment brought into the Centre by them or for their use during the occupancy of any facility in the Centre is removed by 2.00am on the day following completion of a function - except where otherwise agreed to by the Theatre Manager for specific purposes.

Any period following the allowed period will be charged to the Hirer at \$5.00 per hour for storage. The person responsible for the removal of such equipment will be the person authorised to do so on behalf of the organisation which has hired the facility, or his/her Agent or Representative.

## 21. PERFORMANCE SOUND LEVELS - Maximum Internal Noise levels

The Maximum Sound Level shall be 96db (A – weighted peaks) at any measurable point over and above one metre from sources within the centre.

## 22. MAXIMUM LOAD HOIST AND STAGE

The stage hoists' maximum load shall not exceed 1000kg and the stage maximum designed floor loading shall not exceed 490-kg / square meter.

## 23. SHOW CHANGE OVER- MULTIPLE EVENTS

A minimum of forty five minutes changeover is required between shows when performed on the same day/night. This is to ensure adequate patron safety and allow for evacuation and sufficient and timely cleaning of the theatre.

## 24. BOX OFFICE

The following terms and definitions shall apply to ticket sales from the Town Hall Theatre Box Office.

Concession: The Theatre often offers a ticket discount commonly called a concession. This discount is made available to persons that hold any of the following cards.

- Seniors Card as issued by the Department for Seniors Interests in WA.
- Unemployment/Sickness, Aged Pensioner Card as issued by Centrelink.
- Student Card as issued by the education department of each state.

The concession will only be available for the cardholder and their dependants.

Where a producer, promoter or company hires the Theatre to present a performance and/or where the Theatre provides the outlet for ticket sales, it shall be at the Hirers discretion whether a concession is offered and who is eligible.

The Theatre Hire forms include the option for promoters to define those persons eligible for concessions.

## 25. RECONCILIATION

The Theatre retains all monies derived from ticket sales (including GST) until the final performance of a season/curtain fall. All expenses and/or Theatre Charges are then deducted from these monies and the remainder, complete with all GST collected, is forwarded to the Hirer within seven days with a full production report and GST invoice (recipient created).

## 26. MERCHANDISING

The Theatre shall be paid a 10% commission for any and all merchandise sales which take place in the Centre. Due to OHS requirements, the area for merchandise sales in the Theatre foyer shall be restricted to a given area, determined by the Theatre Manager.

## 27. COMPLIMENTARY TICKETS

The Theatre's rental is calculated at 10% of the gross box office income figure or \$500.00 whichever is the greater.

The normal 10% rental charge will include a calculation using the concession ticket price (if one exists) as the value calculated for all complimentary tickets issued.

## 27. COMPANION CARD

The Albany Town Hall Theatre is partnered with National Disability Services and the Department of Culture and the Arts through the Companion Card program. There may be times when the Town Hall issues a complimentary ticket to a disabled persons' carer through this program. The Hirer hereby agrees to support this program, however the rental calculation and ticket commission that normally apply for this issue is exempt under this program.

## 28. WAITING LISTS

The Theatre Box Office system can be used to create a waiting list for shows until the hirer indicates further events should go on sale. A commission for all seat allocations held on a waiting list will be charged to the hirer of 80 cents per seat. The City of Albany will then cover the cost of notifying patrons by phone for those tickets held. The hirer will also pay the normal \$3.00 ticket commission plus credit card charges for tickets sold from waiting lists.

## 29. VENUE CLEARING

The Theatre charges do not apply for the period after the fall of curtain except for labour, there is an understanding that the venue is to be evacuated by the visiting company as soon as practicable after the show. If for any reason such as extended merchandise sales periods, entertainment of fans, crew, staff or otherwise, the venue remains used after fall of curtain, then an additional flat charge of \$300 per hour or part thereof will apply to this period.

## 30. TECHNICAL REQUIREMENTS

The Hirer must supply all relevant technical requirements, (Bump In Schedule, Stage Plan, Lighting Plan, Audio Requirements, Etc.) to the Theatre Technician no later than 21 days prior to the Bump In day. Failure to do so may result in the production having to utilize whatever lighting, staging and/or audio which is already in place. A minimum of seven working days notice is required to roster crew for pre-rig and bump in. If insufficient notice of start times is given the crew will be booked from 9am and the Hirer will be charged for the full technical hours for that day. This may also result in overtime penalties.

## 31. STAGE EXTENSION AND ACCESS TREADS

The Hirer must notify the Box Office of the need for the Stage Extension and/or Stage Access Treads prior to tickets going on sale. Both of these items reduce the seating capacity and once the effected seats have been sold it may no longer be possible to use the extension or treads.

### 32. ELECTRICAL, STAGE AND OTHER EQUIPMENT

No stage property, electrical installation, appliance, decoration materials or articles of any kind shall be brought into the Theatre without the consent of the Theatre Manager. Any equipment which the Manager (or his representatives) deem to be unsafe or unsuitable for use in the Centre will not be allowed into the Centre irrespective of whether the item has been tagged, certified or approved by other persons/organizations. ***In particular Parcans will not be allowed into the Centre unless they are fitted with Parsafes.***

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

### 33. THEATRE CONTROL

The CEO and/or the Theatre Manager (or his representatives) shall have complete control and supervision over all means of ingress and egress and over the opening of the doors and the admission of the public and the Hirer or his representatives shall act under his direction.

### 34. EMPLOYEES OF HIRER

It is the responsibility of the Hirer to ensure that all persons employed or contracted by them on the production are made aware of these conditions. Any person who refuses to adhere to the rules of the Theatre or to comply with any lawful or reasonable instructions given them by the Manager (or his representatives) or behaves in a rude, aggressive or abusive manner may be ejected from the Centre and may not be allowed to reenter. This will be at the discretion of the Manager.