

Queens Park Theatre– Conditions of Hire

PREMIER VENUE IN THE MIDWEST

Performing Arts Centre • Conference • Seminar • Cinema • Exhibitions

DEFINITIONS

- “City” wherever it appears herein means the City of Greater Geraldton.
- “Chief Executive Officer” wherever it appears shall be deemed to include any officer of City acting with the authority of the Chief Executive Officer expressly or implied.
- “Event of Force Majeure” is defined as any unforeseeable circumstances that prevent the fulfilment of the Hire arrangements as defined in this document.
- “Hirer” the party hiring the Theatre
- “Management” refers to the operational staff appointed by the Chief Executive Officer with responsibility for the management and control of the Theatre.
- “Theatre” refers to any part or portion of the building, including the whole building and Amphitheatre and its approaches and related areas in the Queens Park Theatre (QPT) complex.

APPLICATION

The application for use of the facilities in the Theatre shall be in writing on the form supplied by the City and will give full particulars regarding the nature and purpose of the engagement.

DEPOSITS AND CHARGES

1. A **non-refundable deposit** as set out in the Schedule of Fees and Charges shall be paid prior to the opening of bookings as a guarantee of fulfilment of these conditions and as security against damage to the Theatre /or any fittings and furnishings contained therein and for any abnormal cleaning of the Theatre that may be required as a result of the booking.
2. The charges payable by the Hirer shall be in accordance with the Council-endorsed fees and charges in place at the time of the show/event. The QPT Hire Charges Overview currently in place may be consulted as a guide, however it may be advantageous for accuracy to seek an estimation of costs from Management.

CANCELLATION OF A BOOKING

To avoid cancellation charges, the Hirer is required to advise Management as soon as possible when cancelling or seeking to reschedule a booking. Cancellation charges apply immediately upon receipt by the Hirer of a booking confirmation email from Management.

- *Cancellations of a confirmed booking will incur loss of deposit and any prepaid monies, as well as any charges relating to hospitality riders, security and other contracted services unable to be cancelled*

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and where cost will be incurred by Management

- *Cancellation of any performance that are on sale at the hirer's request will incur ticketing charges as set in the Council-endorsed fees and charges schedule*
- *Cancellation of any second or additional performances as part of a booking that are on sale at the hirer's request will incur a fee as set in the Council-endorsed fees and charges schedule*

Management will determine the case for refunds when cancellation is due to extraordinary weather, industrial disputes or events beyond the control of the Hirer.

In the event of cancellation by the Theatre due to emergency, danger of damage to people or property or other act or event outside the direct control of Queens Park Theatre, Management will refund any money paid for Fees & Charges under this agreement and will accept no other claims for loss of income related to the cancellation.

FORCE MAJEURE

The obligations of a party directly affected by an Event of Force Majeure and any corresponding entitlement of another party will be suspended to the extent and for so long as the performance of the affected party's obligations are prevented or delayed by the Event of Force Majeure. This clause does not operate to allow the Hirer to conduct the Performances (or make use of the Theatre) on any date or at any time other than those specified in this Agreement. Permission to conduct the Performances (or make use of the Theatre) on any date or at any time other than those specified in this Agreement may be granted by the Hirer at its absolute discretion.

Neither party shall be liable to the other party for any defaults or delays resulting from an Event of Force Majeure. However, each party shall still remain liable to pay the other party any amount agreed outstanding at the time of the event of Force Majeure.

The affected party must notify the other party if the Event of Force Majeure prevents (or is likely to prevent) it from complying with any of its obligations under this Agreement as soon as it becomes aware of the Event of Force Majeure.

The Hirer will follow any direction and advice handed down by the Government of Western Australia Department of Health in relation to the Coronavirus.

The parties acknowledge that future impact(s) of the Coronavirus are highly uncertain and cannot be predicted. Should further outbreaks occur and ultimately impact the viability of this event, the Hirer undertakes to negotiate in good faith with QPT and City of Greater Geraldton staff to reach a satisfactory outcome for all parties involved.

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, the City has not suffered any financial loss or loss of

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an alternative booking for the previously confirmed date.

LIMIT OF HIRE

The Hirer shall only be entitled to the use of the specific portion (or portions) of the Theatre hired. The City reserves the right to let any other portion of the Theatre for any other purposes at the same time unless the whole Theatre complex is booked at the time of application.

FREE ACCESS

Management, or any other officer or officers of the City whom the Chief Executive Officer appoints, shall be entitled to access to any part of the Theatre required to ensure the operational use of the Theatre. This shall not entitle them to any seat or hire related privilege.

SUBLETTING

No portion of the Theatre hired will be sublet or any tenancy transferred or assigned without the Director Development and Community Services' written consent.

RIGHT TO REFUSE AN APPLICATION, CANCEL OR SUSPEND A HIRE

It shall be at the discretion of the City, to refuse to hire the Theatre in any case and notwithstanding that the Theatre may have been hired or that these conditions may have been accepted and signed and the rent and deposit paid. The City shall have the full power, if it sees fit, to cancel such booking and direct the return of any associated fees 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 thereof. Without limiting the reasons why the City may refuse, cancel or suspend a hire (which the City may do in its absolute discretion), the City will not permit the Queens Park Theatre to be used (including any promotion of or publicity that is) in a way which:

1. *places any Theatre staff member, patron or any other person at unacceptable risk of harm;*
2. *places City property at unacceptable risk of harm;*
3. *brings the City into disrepute; or*
4. *is unlawful.*

Hire of a City venue or space does not constitute or imply the City's endorsement or recommendation of the Hirer, the activity for which the venue or space is booked, any material, content, product or views of the Hirer (including the activity and its promotion or publicity) or a person in any way associated with the Hirer.

COMPLIANCE TO LAW

- The Hirer shall comply in every respect with regulations under Western Australian legislation and City's Local Laws. Any person causing an offence against such regulations shall be removed from the Theatre.

- 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 Theatre shall not do, or neglect to do, or permit to be done, or left undone, anything which will affect the City's Insurance Policies relative to fire or public risk in connection with the Theatre.
- City shall not be held responsible 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 by any unavoidable cause.
- The Hirer shall indemnify, and keep indemnified, the City from and against all claims whatsoever which the City may suffer or incur in connection with loss of life, personal injury and/or damages to property of any person accessing 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 are caused by the negligence, default or omissions of the City, its agents, servants, employees and/or invitees.
- Commercial Hirers shall be required to provide copies of relevant insurance to Management as a condition of hire. This includes appropriate public liability insurance and worker's compensation or personal accident cover.

TICKET SALES

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

COMPANION CARD

The City is affiliated with 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 their carer attendant.

HOUSE SEATS

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Twelve (12) seats in the Theatre to be selected by the City shall be reserved exclusively and free of charge to the City for each performance, and if not required by the City, notice shall be given no 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 the City. The use of the kitchen and its facilities are at the discretion of Management. The “Schedule of Fees and Charges” contains information relevant to fees for the use of these facilities.

PERFORMING RIGHTS AND COPYRIGHT

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

The Hirer warrants it has all required permissions or relevant approvals necessary to perform or make use of any copyrighted materials utilised as part of the hire.

DAMAGE

The floors, 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 Management. The Hirer shall be responsible for making good any damage.

ELECTRICAL STAGE EQUIPMENT

Only persons approved by the Theatre 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 Queens Park Theatre.

CONTROL AND USE OF THE THEATRE

- The general administration and control of the Theatre is vested in the Chief Executive Officer, who shall exercise absolute discretionary power for the good order and control of such premises.
- The Management shall have complete control and supervision of overall means of entry and exit into the building and over the opening of doors and the admission of the public; additionally the Hirer or their representatives shall act under their direction in this respect.
- Any volunteer or private attendants engaged by the Hirer of the Theatre will work at the discretion of Management; Front of House Supervisor and Technical Officers, who 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 event or performance, which in the view of the City is unsuitable, illegal, 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 an event or performance.
- No notices, posters, banners or such like shall be put up inside or outside the Theatre without the consent of the Management.
- A competent and inducted Theatre staff member will be the designated Emergency Warden as part of the backstage crew for the show.

POWER

The City 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 their own expense, may make arrangements for temporary supplies, subject to the approval of Management, for both the type of temporary installation and the placing thereof.

SECURITY

As per the City's Event Guidelines, security will be required for public performances and licensed premises. Management will confirm with the Hirer the specific requirement for security arrangements, including personnel numbers, as part of the booking process.

THEFT

Neither the City 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.

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 grounds and the City and Management reserves the right to refuse admission to any person, or to eject a patron who demonstrates disorderly behavior that adversely impacts other patrons or property.

CHILD SAFETY

In the event, the Hirer's intended use of the Theatre involves child-related activities or performances. The Hirer and its agents or staff are required to ensure compliance with the City Policy 4.17 Child Safety & Welfare.

WORK HEALTH & SAFETY

The Hirer is responsible for ensuring compliance with Work Health & Safety Act legislation and shall ensure all relevant safety processes are implemented to ensure safe use of the Theatre. If the City or Management becomes aware of any safety concerns associated with the Hirer's use of the Theatre, it has the authority to intervene and take any necessary action to ensure the safety of the persons or property.

DISPUTES

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

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