

# TERMS AND CONDITIONS

## PERFORMANCE VENUES

Event Number: \_\_\_\_\_

*This document supersedes all previous documents related to the terms, conditions and hire fees for hire of Georges River Council's venues at Hurstville Entertainment Centre: Marana Auditorium and Civic Theatre.*

Subject to the following conditions, Georges River Council (Council) operating as Hurstville Entertainment Centre (HEC) grants the hirer the right to hire and use the venue(s) for the purpose indicated on the booked date(s) and times.

### 1. BOOKINGS AND PAYMENT OF FEES

Georges River Council reserves the right to cancel any booking that does not meet the below requirements.

No booking is confirmed until the required deposit and the signed terms and conditions are received by Council. If the signed terms and conditions and deposit are not received by the due date the booking will be automatically cancelled.

Full payment must be made no later than 14 days prior to the event. If full payment is not made by 14 days prior to your event your booking will be cancelled and a cancellation fee will apply.

### DEPOSIT

Hirer will pay a 25% deposit of the venue hire fee (for Marana Auditorium) or 15% deposit (for Civic Theatre) within 7 days of making a tentative booking. Payment of the deposit with signed terms and conditions confirms your booking.

### 1.2 VENUE HIRE FEES AND CHARGES

Please refer to the fees and charges on Hurstville Entertainment Centre's website: [www.hec.org.au](http://www.hec.org.au)

Georges River Council's website: [www.georgesriver.nsw.gov.au](http://www.georgesriver.nsw.gov.au), or by contacting the Entertainment Sales Officer on 02 9330 6400.

### 1.4 REVISION OF CHARGES

The hirer acknowledges that all charges have been calculated in accordance with Georges River Council's schedule of fees and charges for the financial year. If the venue is booked for an event after July of any year the amount payable for that function may be increased by Council to reflect the current fees and changes at the time of the event.

### 1.5 CANCELLATION FEES

Cancellation fees are as follows:

Less than 6 months – 1 month	50% of deposit paid
Less than 1 month – 2 weeks	75% of total event costs
Less than 2 weeks prior to event date	100% of total event costs

Cancellation fees will be either invoiced as outstanding venue hire payments or deducted from venue payments already made. There are no refunds for bookings cancelled less than 2 weeks prior to the event date.

Georges River Council reserves the right to cancel any booking that does not meet the following requirements: receipt of signed terms and conditions and/or payment of deposit. In the unlikely event that Council needs to cancel your booking you may be offered an alternative date or venue, or receive a full refund.

### 1.6 INTEREST

The hirer will be required to pay interest on all amounts outstanding for any period in excess of 30 days from the date of hire or date of invoice, at the interest rate determined by Council.

### 1.7 PUBLIC LIABILITY INSURANCE

Council may require any hirer, or their contractors, to produce proof of public liability insurance to the value of \$20 million. Council reserves the right to refuse any booking application for non-supply of proof

## 2. VENUE HIRE INCLUSIONS

### Included in the hire of the Marana Auditorium:

- In-house PA system (self-operated)
- 2 standard wireless microphones
- Venue set up as confirmed prior to the event
- Dressing rooms and green room

### Included in the hire of the Civic Theatre:

- In-house PA system (self-operated)
- 1 standard wireless microphone
- Venue set up as confirmed prior to the event

### 2.1 CONDITIONS OF HIRE FOR MARANA AUDITORIUM

If the Marana Auditorium booking exceeds a 1,000 person capacity, the hirer is also required to hire the Civic Theatre for WHS planning, for the agreed hire period for the Marana Auditorium.

### 2.2 VENUE TECHNICIANS

A Hurstville Entertainment Centre technician fee will apply if you require the use of:

- More than 2 microphones during your event in the Marana Auditorium or 1 microphone in the Civic Theatre
- Lighting changes during your event
- Marana Auditorium fly tower to operate stage curtains, scenery or lighting bars
- Digital laser projector (Civic Theatre)
- Bio box for use of audio-visual equipment (Civic Theatre or Marana Auditorium)
- Haze machine - only haze machines that have been booked directly through HEC and operated by a HEC technician can be used on the Marana Auditorium stage (hazers not permitted in the body of the auditorium)

A HEC technician is required to oversee the induction of third party technicians and installation of third party AV equipment. Minimum 4 hour call applies for AV technician/fly person. Price on application

## 3. HIRE PERIOD

Minimum hire period is 1 hour for the Civic Theatre and 3 hours for the Marana Auditorium.

The hire period must take place between the hours of 7am and midnight (applicable 7 days per week).

The hire period includes load-in and load-out time. Any deliveries to be made to the venue for the hirer must take place during this time. Events exceeding the contracted time will be charged the cost of additional hire fee plus a breach of contract fee of \$100.00 per breach.

### 3.2 EXTENSION OF HIRE PERIOD

An extension to the agreed hire period is to be made no later than 5 business days prior to the booked date and is subject to availability. Extensions to the hire period will be confirmed in writing by HEC staff and receipt of the confirmation must be acknowledged by the hirer. Payment for any additional hire period must be made at time of request

### 3.1 SUBLETTING

The hirer must not sublet the premises to a third party during the agreed hire period including any extension of hire period.

## 4. DUTY OF CARE

Hirers have a duty of care to keep the venue, its furniture and fittings in good condition and to abide by these terms and conditions. Council reserves the right to determine the cost of any repairs or cleaning required.

Hirer agrees to pay on demand any additional costs incurred for the cost of repairs or cleaning. A breach of hire fee will be charged to the hirer if the condition of hire is breached in relation to:

- a. Period of hire
- b. Safety and security of all persons attending the event
- c. Damage to council property
- d. Rubbish removal
- e. Condition in which venue is left after hire
- f. Not following reasonable instructions of HEC staff
- g. Legal requirements met as set out in this document



Children on the premises are to be supervised at all times by a responsible adult. The hirer must ensure that children are not placed at risk on entering or leaving the property. Council will not be responsible or liable for any damage or injury suffered in relation to children. Children are prohibited from entering the kitchen at all times.

## 5. ACCESS

Access to the venue is strictly limited to the booked hours. Please contact HEC staff to obtain available site inspection times. Council reserves the right to control access to the venue including the right to refuse admission to any person(s)

### 5.1 RIGHT OF ENTRY

Authorised staff may enter and inspect the venue at any time. The hirer cannot obstruct the ambulance service, fire brigade, police or any authorised Council staff from entering the venue.

### 5.2 SECURITY

A risk assessment will be carried out by HEC staff to determine whether security is required for the event and the hirer will be advised in writing if deemed necessary.

The engagement of security personnel is at hirer's expense and may be arranged by HEC staff. Council reserves the right to pass on any charges to the hirer if additional security guards are called out to the venue, for any reason that is directly related to the event. Please refer to the Duty of Care section of this document.

## 6. KITCHEN FACILITIES AND CATERING

For self-catering, hire of the Marana Auditorium kitchen on site requires advance booking and payment of an additional fee. The kitchen must be left in the same condition as at the commencement of the hire period.

The Marana Auditorium kitchen is open to commercial caterers with a current Gold Licence issued from the Restaurant and Caterers Association of NSW. For further information please refer to their website:

[www.restaurantcater.asn.au](http://www.restaurantcater.asn.au)

The hirer is to remove all food rubbish and cooking oil from kitchen at conclusion of hire. Failure to do so will incur breach of hire fee and cleaning fee.

If the hirer chooses to self-cater, the following guidelines must be followed:

1. Self-caterers to provide their current Food Safety Supervisor's (FSS) Certificate. Food Safety Supervisor must be present for the duration of the food preparation and food service period. Some community and charitable entities are currently exempt from this requirement. Conditions apply. Please refer to the following link for more information: [www.foodauthority.nsw.gov.au](http://www.foodauthority.nsw.gov.au)
2. The hirer ensures that person(s) preparing and serving food has appropriate footwear, clothing and equipment for the task they are performing.

Food cannot be prepared in the venue without the use of the commercial kitchen. All persons serving food must abide by Workplace Health and Safety food safety guidelines.

## 7. SUPPLY AND SERVICE OF ALCOHOL

HEC dedicated staff member(s) with an RSA certification will be responsible for the sale and service of alcohol. Georges River Council's Liquor Licence covers all Council venues. It is the responsibility of Council to order, manage and sell alcohol on Council premises. Under no circumstance is alcohol to be brought onto the premises. Liquor sales must cease 30 minutes prior to the agreed closing time of the event.

The supply and/or consumption of alcohol to minors is prohibited and may result in police action.

## 8. THEATRE FOYER AND FURNITURE

In accordance with fire and safety regulations for the venues, the Civic Theatre and Marana Auditorium foyers must be kept clear of all tables, merchandise stands and additional furniture. The Marana Auditorium Box Office and Cloak Room and Civic Theatre Ticket Booth are available for use for your event free of charge for any



registrations, merchandise or ticket sales. Please advise HEC staff to arrange these facilities when booking your event.

### 9. DRESSING ROOMS AND MAKE-UP

The Marana Auditorium contains 5 dressing rooms and a green room for hirer's use, included in venue hire (Marana only). Marana kitchen and under stage area are not to be used as dressing rooms under any circumstances. Marana under stage area may be used as performer marshalling/holding area and side stage access with prior approval.

No make-up is to be prepared or applied within the Civic Theatre or the foyer area of either theatres. Additional cleaning charges will be incurred should the hirer not comply.

### 10. DECORATIONS AND SIGNAGE

The hirer must gain prior approval from HEC staff to affix decorations, signage, bunting or draping in the premises.

All decorations are to be completely removed after the event and venue returned to its original condition. Failure to do so will incur breach of hire fee and cleaning fee.

The hirer shall not affix nails, screws, decorations, bunting or draping which in any way defaces the building premises. Sticky tape, double-sided tape and other adhesives must not be used in the venue. Use of Blu-Tack on glass or brick surfaces may be permitted with prior approval, but must be applied and removed with care.

The cost of removal and/or disposal of any left items may be charged to the hirer. Payments for removal / disposal costs are due immediately by hirer upon receipt.

### 11. PROHIBITED ITEMS

Candles, gas cylinders, explosive devices, fireworks, firearms or any items with a naked flame are strictly prohibited. The use of glitter, confetti, rose petals, rice and metallic sprinkles is not permitted within the venue or surrounding grounds. Sticky tape, double-sided tape and other adhesives may not be used to affix items to walls, doors or ceilings. Animals will not be permitted in the venue with the exception of guide and hearing assistance dogs. Chewing gum is not permitted in the venue at any time.

Smoke machines are not permitted. Haze machines may be permitted on the Marana Auditorium stage only (not in body of auditorium) but must be approved and operated by a HEC technician.

### 12. POLE POSTERS

The Client is not permitted to distribute any "Pole Posters" to market their event anywhere within the Georges River Council local government area.

Failure to comply may result in cancellation of the event and /or fines payable by the client.

### 13. SMOKING

Smoking is not permitted inside the venue or within 4 metres of any pedestrian access point of the venue. It is the responsibility of the hirer to ensure that this is strictly enforced. Any cigarette butts in the surrounds of the building are to be collected and removed from the venue by the hirer with all other rubbish outside the building generated by the event.

#### 13.1 SMOKE ALARMS/EMERGENCY CALL-OUTS

The hirer will be held liable for any alarm activation resulting in a call out from emergency services as a result of any breach of hire.

This includes unauthorised use of smoke/haze machines resulting in activation of the VESDA or other alarm systems.

### 14. DAMAGES

The hirer is responsible for any breakages, theft or damage caused to the venue, equipment, fixtures or furniture.



Any incidents must be reported to the HEC Duty Officer immediately by calling 0411 743 258. Costs for damages, theft or breakages will be charged to the hirer and must be paid within 30 days of the date of invoice. Unpaid amounts may attract interest and enforcement costs.

## 15. CLEANING THE VENUE

If the venue is left in an unsatisfactory condition and requires additional cleaning, a further fee will be charged to the hirer. Additional costs must be paid upon receipt of invoice. Amounts due may attract interest and enforcement fees. It is the hirer's responsibility to ensure that the venue is left in a satisfactory condition before vacating the venue.

Individual rubbish items left on the floor, furniture, stairs, stage, dressing rooms and any other parts of the venue will incur an additional cleaning fee. Examples include: take away food containers; plastic water bottles; disposable cups and drink cans.

Please refer to the Kitchen Facilities and Catering section of this document.

## 16. DEPARTURE FROM THE VENUE

The hirer must ensure that guests leave the venue in an orderly manner with consideration for nearby residents. Any complaints from nearby residents or HEC staff in attendance may jeopardise future applications and result in charges to the hirer. The hirer must ensure that the venue is left in the same condition as at the commencement of the hire period.

All items of property owned by the hirer must be removed from the venue on or before the agreed departure time. Any goods left on the premises after occupancy may be removed and disposed of at the discretion of Council, without compensation to the owner of the items or hirer.

### 16.1 LOST PROPERTY

Council will not be responsible for any items left by hirers from events in the venues. It is the responsibility of the hirer to check the venue at the conclusion of their booking prior to departure.

For any enquiries relating to lost property from your event please contact HEC staff on 9330 6400. Lost property may be picked up between 8.30am and 5pm Monday to Friday from Georges River Council's Hurstville Customer Service counter located on the corner of MacMahon and Dora Streets, Hurstville. Proof of ownership is required upon pick up. Lost property is held for a maximum 7-day period. Thereafter it will be disposed of at the discretion of Council.

For valuable items a daily storage fee is applicable after 7 days of event date and every day thereafter until the hirer picks up items. Storage fee costs incurred are due at time of pick-up of items. Please refer to the Storage Fee section of this document.

### 16.2 STORAGE FEE

Storage of equipment may be pre-arranged with HEC staff prior to your event. This applies to large items that may not be picked up at the conclusion of hire (eg stage props, AV equipment and musical instruments) and is subject to prior approval and availability. Storage fee costs incurred are due at time of pick-up of items. Food and other perishable items may not be stored in the venue without prior approval: hire of kitchen to store food items may be applicable.

## 17. PARKING PERMIT

Georges River Council has parking permits available for use in both MacMahon St and Patrick St car parks. The parking permits are available to hirers of Marana Auditorium and Civic Theatre for the duration of the booking and can be pre-arranged through the Entertainment team. Each event can be allocated up to a maximum of 20 parking permits, subject to availability, and will be issued to the hirer. Should a parking permit not be returned at the end of the day/evening the hirer will be in breach and the 'lost parking permit' fee will be applied to your booking.



## 18. EMERGENCY EXITS AND EQUIPMENT

No items shall be placed in front of, or obstruct access to emergency exits, fire doors, or other fire safety equipment.

In the event of an emergency please contact 000 and report the incident to the duty officer (0411 743 258) or the technical officer (0411 743 248).

The hirer is responsible for ensuring that their guests are made aware of emergency exits and fire safety equipment within the venue. Tampering with fire equipment is prohibited in the venue - fines apply.

### 18.1 EMERGENCY CONTACTS AND REPORTING

For fire brigade / police / ambulance, please phone 000 and give the address as:

- Hurstville Entertainment Centre, 16 MacMahon Street, Hurstville
- Located next to Georges River Council Civic Centre
- Nearest side street is Dora Street

## 19. NOTIFICATION OF ACCIDENT, INJURY OR OTHER ISSUES

If an accident or injury takes place during the period of hire, the hirer must notify the HEC Duty Officer immediately by phoning 0411 743 258. Please also notify HEC staff as soon as possible of any other issues relating to your event.

## 20. UNFORESEEN CIRCUMSTANCES

If the hirer is unable, due to unforeseen circumstances, to carry out their obligation under these terms and conditions, then this shall not affect the operation detailed herein. Responsibility will be therefore borne by the hirer.

## 21. INDEMNITY

The hirer agrees to indemnify Georges River Council and its officers and agents against any loss or damage in any form sustained by the hirer or any person, firm or corporation, for liability as a consequence of the use of the venue. Council will not be responsible for any loss of or damage to any property belonging to the hirer or any person attending the event. Please note for the purpose of clarification of these terms and conditions, Council's representatives are deemed to be any employee of Georges River Council on duty or in attendance prior, during or following the conduct of any event.



## **ADDENDUM TO TERMS AND CONDITIONS PERFORMANCE VENUES**

### **SPECIAL CONDITIONS UNDER COVID-19**

This addendum is dated: 19/06/2020

#### **22.1 CONTRACT TRACING REGISTER**

It is the Hirer's responsibility to ensure that a record is kept of all attendees at any event held within a Council performance venue, via the provided Contract Tracing Register. The record must include the name and mobile number or email address for all attendees.

Hirer must return the Contact Tracing Register along with the key/s or swipe card by 12pm the following business day to Georges River Council Civic Centre. Alternatively the hire may email the completed Contact Tracing Register by 12pm the following business day to [entertainment@georgesriver.nsw.gov.au](mailto:entertainment@georgesriver.nsw.gov.au)

Council will ensure that records are used only for the purposes of tracing COVID-19 infections and are stored confidentially and securely for a period of at least 28 days, and will only be provided to authorised NSW Health personnel.

#### **22.2 PUBLIC HEALTH ORDER**

Hirer must adhere to the current NSW Public Health (Covid-19 Restrictions on Gathering and Movement) Order.

To review the current COVID-19 order please visit [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au) and refer to the amended Public Health Order link. This order is updated on a regular basis and it is the responsibility of the hirer to monitor updates to the order prior to each event.

In accordance with the COVID-19 Safety Plan, as directed by the Public Health Order, hand sanitiser is to be made available for all events held within a performance. It is the Hirer's responsibility to ensure that adequate hand sanitiser is available for all of their attendees at each booked event.

#### **22.3 MAXIMUM OCCUPANCY AND SOCIAL DISTANCING**

Bookings cannot exceed the maximum capacity for each venue, as outlined in the attached floor plan. Please note that venue capacities may change as Public Health Orders are updated. The Hirer must comply with any updated venue capacity, including maximum capacities for individual rooms within each venue, as outlined in the floor plan and as sign-posted within each venue.

It is the Hirer's responsibility to ensure that all attendees at any event within a Council performance venue adhere to social distancing requirements and protocols.

#### **22.4 DUTY OF CARE**

Breach of hire fee will be charged to the hirer if the terms and conditions of hire are breached in relation to:

- a. Failure to completed or provide Contact Tracing Register with details of all attendees
- b. Exceeding maximum capacity of venue as outlined in attached floor plan
- c. Failure to provide hand sanitiser at entry of venue for attendees.
- d. Failure to wipe down and disinfect all used surfaces at completion of event



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Event Number: \_\_\_\_\_

**ACCEPTANCE OF TERMS AND CONDITIONS**

I have read and understood the above terms and conditions for the hire of Georges River Council performance venues and I understand that I must comply with the requirements in this document as the hirer.

Hirer's signature: .....

Hirer's name: ..... Date: .....

