



LEETON
SHIRE COUNCIL

EST 1930

ROXY

COMMUNITY THEATRE

Terms & Conditions of Hire

Updated February 2019

Venue Coordinator:

Sam Webber
Phone Number: (02) 6953 2074
Mobile Number: 0431 312 629
Email Address: samw@leeton.nsw.gov.au

Venue Details:

Address: 114 Pine Avenue, Leeton, New South Wales 2705
Phone Number: (02) 6953 2074
Website: www.roxyleeton.com.au
Facebook: www.facebook.com/leetonroxycommunitytheatre

1. Application

Application for the use of the Roxy Community Theatre shall be made to the Roxy Theatre Coordinator upon the Hire Agreement and shall be signed by the applicant, state the purpose of the hours during which the Roxy Community Theatre 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.

2. Hire Payments

Fees for the hire of the Roxy Community Theatre shall be as detailed in the Schedule of Fees and Charges, which may be altered by Leeton Shire Council at any time without prior notice.

3. Product Sales

An amount equal to 10% of the gross value of sale of products by hirers of the Roxy Community Theatre shall be payable to Leeton Shire Council. Products shall include souvenirs, posters, compact discs and tape as well as clothing and other merchandise.

4. Contingency Bond

A contingency bond, as set out in the Schedule of Fees and Charges, shall be paid at the time of hiring as a guarantee of fulfillment of these conditions, and as security against damage to the Roxy Community Theatre and/or fittings or furniture contained therein, and for any abnormal cleaning of the area(s) of the Roxy Community Theatre used by the hirer. The hirer is liable on demand by the Roxy Theatre Coordinator to pay any further amount in excess of such bond to meet the full cost of such damage or cleaning. Should the conditions of hire not be fulfilled by the hirer, this bond shall be forfeited to and become the property of Leeton Shire Council. If there be no breach of the condition or abnormal cleaning to be done, then the bond will be refunded. A booking fee shall only be confirmed upon the receipt of the contingency bond and the completion of a Hire Agreement.

5. Limit of Hiring

The hirer shall only be entitled to the use of the specific area(s) of the Roxy Community Theatre they have hired, and shall vacate the same punctually at the close of the hire period. Leeton Shire Council reserves the right to let any other portion of the Roxy Community Theatre to other parties for any other purpose at the same time.

6. Sub-letting

No area of the Roxy Community Theatre hire shall be sub-let or any tenancy transferred or assigned without the written consent of the Roxy Theatre Coordinator.

7. Refusal to Let

It shall be at the discretion of Leeton Shire Council to refuse to let the Roxy Community Theatre in any case and notwithstanding that Leeton Shire Council may have agreed to the letting of the Roxy Community Theatre or that these conditions may have been accepted and signed and the rent and bond paid, Leeton Shire Council shall have full power, if it sees fit, to cancel such letting and direct the return of the hire fees and bond so paid, and the hirer hereby agrees to accept the same to be held to have consented to such cancellation to have no claim at law or in equity for any loss or damage in consequence thereof.

8. Reserved Dates (Pencil Bookings)

Reserved dates (pencil bookings) shall be held no longer than thirty (30) days. If a Hire Agreement and contingency bond has not been received in this time then the date(s) once more become available for hire.

9. Cancellation of Booking Dates

9.1. In the event of cancellation by the hirer for any reason, the contingency bond will not be refunded to the hirer.

- 9.2. Notice of such cancellation shall be received by the Roxy Theatre Coordinator at least sixty (60) days in advance. Cancellation later than sixty (60) days in advance shall be subject to full payment by the hirer, of all charges claimed by Leeton Shire Council.
- 9.3. The Roxy Theatre Coordinator shall determine the case for refund of monies when cancellation is due to extraordinary weather conditions, industrial disputes, or events beyond the control of the hirer.
- 9.4. Leeton Shire Council shall not be held liable for any interference or disruption to a booking that is caused by civil disturbance, industrial action, natural disaster or any circumstances that are beyond the control of Leeton Shire Council.
- 9.5. Any booking may be cancelled at the Roxy Theatre Coordinator's discretion if the hire bonds/fees have not been received seven (7) days prior to the commencement of the hire period.

10. Alteration of Booking Dates

No alterations may be made to a confirmed booking date without forfeiture of the contingency bond which applies to that date, whether it be for a single booking, a multiple booking, or part thereof. If, in the opinion of the Roxy Theatre Coordinator, Leeton Shire Council has not suffered the loss of an alternative booking for the previously confirmed date, the respective contingency bond may then be transferred to a new booking date.

11. Free Access

The Roxy Theatre Coordinator and any officer(s) or employees of Leeton Shire Council whom the General Manager may appoint, shall at all times and notwithstanding any hiring, be entitled to free access to any and every area of the Roxy Community Theatre, save that such free access shall not extend to the occupancy of seating within the auditorium during a performance.

12. Staff

- 12.1. The hirer shall utilise the services of the Roxy Community Theatre staff normally engaged by Leeton Shire Council including managerial, technical and front of house staff.
- 12.2. A minimum of one (1) member of the Roxy Community Theatre's staff must be present at all times that the Roxy Community Theatre is in use. This staff member will act as the duty technician and must be present at all time the Roxy Community Theatre audio and lighting equipment is in use.
- 12.3. Subject to 12.1 and 12.2, all hirers may substitute own staff with the approval of the Roxy Theatre Coordinator

13. Engagement of Third Parties

A person or persons engaged or employed by the hirer in connection with this hiring shall be engaged or employed on these terms. Any such person or persons will comply with such agreements, conditions and provisions of this agreement as may be relevant and the hirer shall ensure that any such person or persons observe and comply with such agreement.

14. Work Health & Safety

All hiring parties, their staff and contractors must adhere to the terms and conditions described in the Work Health and Safety Act (2011), the Work Health and Safety Regulations (2011), as well as conditions described in the Safety Guidelines For The Entertainment Industry (2001).

15. Decorations and Stage Fittings

No stage property, electrical installation, appliance or decorative materials or articles of any kind shall be brought into the Roxy Community Theatre without the consent of the Roxy Theatre Coordinator. Stage fittings, sets, props and other equipment must meet the requirements as described in the Safety Guidelines for the Entertainment Industry (2001). The use of confetti or of streamers, hay bails or similar articles of decoration is prohibited unless the express permission of the Roxy Theatre Coordinator is first obtained.

16. Damage

The floors, walls, or any other part of the Roxy Community Theatre or any curtains, fittings, or furniture, shall not be broken, pierced by nails or screw or any other matter, or in any other way damaged, and no notices, signs, advertisements, scenery, fittings or

decorations of any kind shall be erected in the Roxy Community Theatre or attached to or affixed to walls, doors or any other portion of the Roxy Community Theatre, curtains, fittings, furniture, mechanical, electrical and other equipment, without prior consent of the Roxy Theatre Coordinator. The hirer accepts full responsibility for making good any damage.

17. Electrical Stage Equipment

Only persons approved by Leeton Shire Council shall be permitted to operate the electrical services including stage and other lighting and sound amplification equipment, it being the responsibility of the hirer to apply for the services of an operator duly approved by the Roxy Theatre Coordinator. In the event of special electrical stage equipment being used, the hirer shall pay for the services of a qualified electrician if so desired by the Roxy Theatre Coordinator. All electrical equipment to be used must comply with the Australian Standard AS3000 series and must be tested and tagged in accordance with Australian Standard AS3100

18. Pianos, keyboards, organs and backline

Pianos and organs within the venue shall be used only by competent pianists. The baby Grand Piano shall be available only when satisfactory arrangements to use it have been made with the Roxy Theatre Coordinator. The hirer shall not, without the written consent of the Roxy Theatre Coordinator, use pianos other than those provided by Leeton Shire Council. Piano tuning can be arranged through the Roxy Theatre Coordinator at the hirer's expense.

19. Cameras

No still cameras, video cameras, bioscopes or projecting lanterns shall be used within the Roxy Theatre, or flashlight photographs taken, without the consent of the Roxy Theatre Coordinator. Where a hirer receives permission from the Roxy Theatre Coordinator to have a recording made of any part or parts of any performance or rehearsal including material subject to APRA Copyright, the hirer undertakes to provide to Leeton Shire Council or the Roxy Theatre Coordinator a current APRA licence.

20. Indemnity

The hirer shall at all times indemnify, and keep indemnified, Leeton Shire Council against all claims, actions, proceedings and demands made by or on behalf of any person entering upon the hired premises for the purpose or in connection with the hirer's business, activities in relation to the hire, or at the invitation or licence of the hirer, whether such are in respect of personal injuries or damage to property howsoever arising whether due to the negligence or any act or omission of Leeton Shire Council, its servants or agents or otherwise and the signed Hire Agreement shall be deemed to be sufficient acknowledgement by the hirer of the agreement to so indemnify Leeton Shire Council.

21. Liability Insurance (Commercial Use)

The hirer shall have Public Liability Insurance coverage for a minimum value of \$20,000,000 which must be current at the time of the hire of the Roxy Community Theatre. A copy of the Certificate of Currency - with Leeton Shire Council listed as an 'interested party' on it - must be supplied to the Roxy Theatre Coordinator at least seven (7) days prior to the commencement of the hire period. The hirer shall assume responsibility for worker's compensation or similar insurance for all their workers/contractors who are engaged at the Roxy Theatre irrespective of whether they are paid or unpaid.

22. Liability Insurance (Non-Commercial Use)

Not-for-profit community benefit groups are able to source Public Liability Insurance coverage through Leeton Shire Council's Regular and Casual Hirer Public Liability Policy upon payment of hire fee.

23. Disputes

In the event of any dispute or difference arising as to the interpretation of these conditions or as to the meaning of any of them or as to any matter of things therein the decision of Leeton Shire Council thereon shall be final and conclusive.

The Theatre reserves the right of entry to the Theatre by its authorised representatives, officers and employees at all times.

24. Induction To The Venue

All hirers shall receive an induction to the Roxy Community Theatre prior to the commencement of the hire period. The induction will cover key allocations, locking of doors, location of light switches, operation of heating/air-conditioning systems, use of technical equipment if necessary and emergency procedures. The induction process will also cover location of permitted areas where alcohol and food are permitted to be consumed within the facility.

25. Smoking

Smoking is prohibited in all areas of the Roxy Community Theatre.

26. Food and Beverages

In accordance with the provisions of Health Regulations and Public Building Regulations, no area within the Roxy Community Theatre is to be used for the preparation of food other than the designated kitchen area set aside for such purposes. The Roxy Community Theatre is a licensed venue. If alcoholic refreshments are to be offered in the foyer during performances/hire period, a Roxy staff member must be in attendance to serve alcohol to patrons. Information on the responsible service of alcohol can be found here: <https://www.onegov.nsw.gov.au/New/categories/liquor-gaming>

27. Fire Regulations

27.1. No open flames or sources of ignition, including pyrotechnics or firearms, are permitted within the Roxy Community Theatre without the consent of the Roxy Theatre Coordinator.

27.2. Aisles, stairways, passageways and exit doors are to be kept free from obstruction at all times.

27.3. Fire extinguishers are not to be relocated or obscured. Clear access to fire extinguisher locations must be maintained at all times.

