

Terms and Conditions of Hire

1. Application

Application for the use of the Manning Entertainment Centre shall be made to the Theatre Manager upon the Hire Agreement; shall be signed by the applicant; shall state the purpose for the hours during which the Manning Entertainment Centre is required and shall contain the applicant's undertaking to comply with these conditions, and; 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 Manning Entertainment Centre shall be as detailed in the Schedule of Fees and Charges, which may be altered by the MidCoast Council from time to time without prior notice.

3. Product Sales

An amount of 10% of the gross value of sale of products by hirers within the Manning Entertainment Centre shall be payable to the MidCoast Council. Products shall include souvenirs, posters, compact discs and tapes, clothing etc.

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 fulfilment of these conditions, and as security against damage to the Manning Entertainment Centre and/or fittings or furniture contained therein, and for any abnormal cleaning of the portion of the Manning Entertainment Centre used by the hirer. The hirer is liable on demand by the Theatre Manager to pay any further amount in excess of such Bond to meet the full cost of such damage or cleaning. Should the conditions of hiring not be fulfilled by the hirer, this Bond shall be forfeited to and become the property of MidCoast Council as liquidated damages. If there be no breach of the conditions or abnormal cleaning to be done, then the Bond will be refunded. A booking 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 particular part or parts of the Manning Entertainment Centre they have hired, and shall vacate the same punctually at the time specified. The MidCoast Council reserves the right to let any other portion of the Manning Entertainment Centre to other parties for any other purpose at the same time.

6. Sub-Letting

No portion of the Manning Entertainment Centre hired shall be sub-let or any tenancy transferred or assigned without the written consent of the Theatre Manager.

7. Refusal to Let

It shall be in the discretion of the MidCoast Council to refuse to let the Manning Entertainment Centre in any case and notwithstanding that the MidCoast Council may have agreed to the letting of the Manning Entertainment Centre or that these Conditions may have been accepted and signed and the rent and Bond paid, the MidCoast 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.

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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

- a. In the event of cancellation by the hirer for any reason the Contingency Bond will not be refunded to the Hirer.
- b. Notice of such cancellation shall be received by the Manager 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 the MidCoast Council.
- c. The manager 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.

10. Alteration to 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 Theatre Manager, MidCoast 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 General Manager, Theatre Manager and any officer or officers of the MidCoast Council whom the General Manager may appoint, shall at all times and notwithstanding any hiring, be entitled to free access to any and every part of the Manning Entertainment Centre, save that such free access shall not extend to the occupancy of seating within the Theatre during a performance.

12. Staff

- a. The hirer shall utilise the services of the Manning Entertainment Centre staff normally engaged by the MidCoast Council including managerial, technical staff and Front of House staff.
- b. A minimum of two members of the Manning Entertainment Centre's staff must be present at all times the Manning Entertainment Centre Theatre and/or foyer is being used.
- c. The Manning Entertainment Centre technician must be present at all times the Manning Entertainment Centre sound and stage lighting equipment is being used.
- d. Changes to staffing requirements must be advised no later than 48 hours prior to the performance. If changes to staffing is notified after this time the full fee for the rostered staff will be applied to the account.
- e. Subject to b) and c) above, all hirers may substitute own staff with approval of the Theatre Manager.

13. Engagement of other persons.

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, conditions and provisions.

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14. Work Health and 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, Stage Fitting

No stage property, electrical installation, appliance or decorative materials or articles of any kind shall be brought into the Manning Entertainment Centre without the consent of the Theatre Manager. 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 Theatre Manager is first obtained.

16. Damage

The floors, walls, or any other part of the Manning Entertainment Centre or any curtains, fittings, or furniture, shall not be broken, pierced by nails or screws or any such matter, or in any other way damaged, and no notices, signs, advertisements, scenery, fittings or decorations of any kind shall be erected in the Manning Entertainment Centre or attached to or affixed to walls, doors or any other portion of the Manning Entertainment Centre, curtains, fittings, or furniture, mechanical, electrical and other equipment, without prior consent of the Theatre Manager and/or Manager. The hirer shall be responsible for making good any damage. If the hirer fails, neglects or refuses to make good or repair any damage for which he is responsible under these Hire Conditions, the MidCoast Council may make good and repair any damages. The hirer shall pay the MidCoast Council upon demand, all sums of money reasonably incurred by the MidCoast Council in doing so.

17. Electrical Stage Equipment

Only persons approved by the MidCoast 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 Theatre Manager. 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 Theatre Manager. All electrical equipment to be used must conform with the Australian Standard AS3000 series and must be tagged and tested in accordance with Australian Standard AS3100.

18. Pianos

Pianos, including the Concert Grand Piano (Yamaha CFIII), shall be used only by competent pianists. The Grand Piano shall be available only when satisfactory arrangements to use it have been made with the Theatre Manager. The hirer shall not, without the written authority of the Theatre Manager, use pianos other than those provided by the MidCoast Council. Piano tuning can be arranged through the Theatre Manager at the hirer's cost.

19. Cameras

No still cameras, video cameras, bioscopes or projecting lanterns shall be used within the Manning Entertainment Centre, or flashlight photographs taken, without the consent of the Manager. Where a hirer receives permission from the Manager 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 MidCoast Council or the Manager a current APRA Licence.

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20. Indemnity

The hirer shall, at all times, indemnify and keep indemnified, the MidCoast 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 hirers 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 and howsoever arising whether due to the negligence or any act or omission of the MidCoast Council, its servants or agents or otherwise and the signed Application of Agreement for Hire, shall be deemed to be sufficient acknowledgement by the hirer of the agreement to so indemnify the MidCoast Council.

21. 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 thing therein contained the decision of the MidCoast Council thereon shall be final and conclusive.