

Box Office/Ticket Agent Agreement
York Information Centre

Event Name: _____

Event Date: _____

Contract between Shire of York and _____
(Please list one person only that is authorised to act on behalf of the event organisers and will be authorised to receive all money relevant to the event.)

NAME: _____

ADDRESS: _____

EMAIL: _____

PHONE: _____

Event organiser will print all tickets with a space for the table number or person number. Tickets and floor plan must be delivered to us ready for distribution.

All advertising will be the responsibility of the organiser.

The York Information Centre will be identified as the booking agent on all advertising.

The organisers are responsible to ensure they have made the appropriate negotiations with the relevant authorities including insurance, venue booking, liquor licenses, tables & chairs, decoration and setup of venue, lighting, cleaning, security. The York Information Centre and the Shire of York have no involvement or responsibility in arranging of the event in any way.

Payment of commission of 10% of ticket price (includes GST) will be retained by the Shire of York from ticket reconciliation.

It should be noted that payment for ticket can only be by cash – no eftpos will be available.

A refundable fee of \$200 is payable by the event organiser three (3) weeks IN ADVANCE of the event to the Shire of York prior to the commencement of ticket sales. This amount will be returned to the organiser with the ticket sales proceed reconciliation.

If for any circumstances the event fails to proceed this amount will not be refunded. For this fee the Shire of York will return monies to ticket holders in the event of a cancellation.

The York Information Centre will cease responsibility for selling tickets at close of business on the day of the event. At that time the organiser of the event, or their authorised agent, is responsible for the collection of any unsold tickets and tickets to be collected at the door. These will be signed for.

Final reconciliation will take place within 14 days of the event and money owed will be paid by cheque to the address given.

The Shire of York reminds you that they accept no responsibility for any part of the event other than ticket sales and any other arrangements agreed and confirmed in writing.

Please sign and return to the Shire of York

_____ DATE _____

Collection by: _____ Date: _____ Time: _____

Number of Sold Tickets Collected: _____

Number of Unsold Tickets Collected: _____

CUMMINS THEATRE

CONDITIONS OF HIRE & BOOKING INFORMATION



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Cummins Theatre

The Cummins Theatre was originally part of the Tivoli Theatre in Coolgardie in 1897. The Theatre was dismantled and railed to Merredin where it was re-built by James Cummins in 1928.

Since its construction, the Theatre has become highly valued by the community as a long-standing venue for live entertainment.

In 1982, in recognition of its cultural heritage significance, the place was classified by the National Trust of Australia (WA) and Cummins Theatre was permanently entered on the State Register of Heritage Places in 1996.

The Cummins Theatre remains one of the finest examples of the style of architecture referred to as 'Kalgoorlie Art Deco', and in 2009-10 extensive conservation work was undertaken to restore the fly tower and other unique elements of this heritage building.

A Conservation Plan has been prepared guide the care and future use of the Theatre.

The conditions set out below are designed to protect the building – the Shire of Merredin welcomes the public use of Cummins Theatre, and by observing and respecting the guidelines which follow, hopes to ensure the conservation of this valuable cultural icon for generations to come.



Conditions of Hire

1. ADMINISTRATION

- 1.1 All bookings are to be directed to the Manager at the Cummins Theatre.

2. BOOKINGS AND CHARGES

- 2.1 Bookings of the Theatre will be taken during normal operating hours. A booking is confirmed once payment is made in full (inclusive of bond).
- 2.2 The Cummins Theatre website www.cumminstheatre.com.au offers an online venue booking facility. Please note that the completion of online booking forms does not constitute a confirmed booking – your expression of interest will be received by the Theatre Manager, who will contact you to confirm the details of your booking.
- 2.2 Full particulars of the booking are to be recorded on the 'Theatre Booking Form', including specifications relating to venue set-up, and technical/equipment requirements. Hirers are to liaise with Theatre Manager prior to the function date regarding special requirements.
- 2.3 If a Tax Invoice is required by the hirer prior to payment of the booking fee, the hirer will need to request this from the Theatre Manager at the time of booking. Upon full payment, a receipt will also be forwarded.
- 2.4 In the event of two or more applications being made for the hire of the same area at the same time, the Theatre Manager will determine usage. Please note that cultural events will be considered above non-cultural events.
- 2.5 Any damage to or loss of equipment provided by the Cummins Theatre will be charged to the hirer as per the current replacement or repair cost of equipment, plus 15%.
- 2.6 Any damages to the Cummins Theatre building, including fittings, chattels, curtains, furniture and surrounds will be charged to the hirer as per the replacement or repair cost of that item, plus 15%.

3. BAR FACILITIES

- 3.1 **Theatre Management Policy** – Cummins Theatre is an unlicensed facility: It is the responsibility of the Hirer to obtain written permission from the Shire of Merredin to allow alcohol to be consumed at the Theatre.
(Form attached – Page 13)

In the event that alcohol is to be sold, it is also the responsibility of the Hirer to obtain an Occasional Liquor License and this is to be cited by the Theatre Manager prior to the function. *It an essential condition of the use of the space that the Liquor License be displayed prominently during the Hire period.*

It is the responsibility of the Hirer to ensure that the requirements of the Liquor License are fulfilled.

It is the responsibility of the Hirer to ensure that minors are not permitted entry to the bar or licensed area.

It is the responsibility of the Hirer to organize and oversee staffing of the bar unless alternative arrangements are made with the Theatre manager at the time of booking.

The Hirer agrees to indemnify Cummins Theatre and the Shire of Merredin against any actions occurring as a result of the service or consumption of alcohol on the premises.

3.2 Code of Conduct – The hirer is committed to responsible server practices which include:

- Controlling intoxicated persons by refusing them entry to the premises, by not providing them with liquor when on the premises and by taking appropriate care to protect both them and others they may come into contact with.
- Controlling juveniles by refusing them entry unless they are accompanied by a responsible adult or are on the premises for the purpose of obtaining a meal and when they are on the premises, by not providing them with liquor.
- The responsible promotion of liquor.
- Ensuring that complimentary water is available to patrons.
- Avoiding disturbing the amenity of the local area by respecting the rights of neighbours and by encouraging customers to do the same.
- Addressing complaints from customers and nearby residents expeditiously and reasonably.
- Caring for customers properly by establishing harm minimisation and responsible service of alcohol strategies to enable customers to enjoy themselves without causing harm to themselves or others.

3.3 An inventory list of glassware is available for hirers. Glassware requirements beyond these figures are the responsibility of the hirer. All glass breakages are to be recorded on the breakage report and handed to the Theatre Manager. A full inspection and stock count of items will occur following the function.

4. KITCHEN FACILITIES

4.1 Hirer/Caterer is to ensure that safe working practices are observed in the Kitchen.

- 4.2 Cleaning supplies are supplied by the venue. It is a condition of Hire that all food scraps are removed from the premises before the end of the hire period, and are not left in indoor bins overnight. External bins are available at the rear of the venue – please consult with the Theatre Manager regarding waste management and recycling policy. The kitchen facilities, crockery and cutlery are to be left by the hirer in a clean state with all equipment in working order.

Please Note: Kitchen items belonging to Cummins Theatre/Shire of Merredin are NOT to be removed from the facility for any reason.

- 4.3 All breakages are to be recorded on the breakage report and handed to the Theatre Manager. A full inspection and stock count of items will occur following the function.
- 4.4 Hirer/Caterer is to provide their own tea-towels and tablecloths, and specialized cooking equipment. Hirer/Caterer is to ensure that all items brought in for the period of the Hire (such as tea-towels, tablecloths, dishes or serving implements etc) are removed at the end of the Hire period.
- 4.5 Consumables eg. Tea, Coffee, Sugar will be supplied if requested at the time of booking, and will be charged at a rate of \$1.50 per head.

5. SETTING UP & PACKING UP

- 5.1 Event set-up and clean-up will be charged at a rate of \$50 per hour. Please notify the Theatre Manager of your set-up requirements at the time of booking.
- 5.2 Set up and clean up is to occur during normal opening hours. If additional set-up/clean-up time is required please negotiate this requirement with the Theatre Manager at the time of making the booking.
- 5.3 The required tables and chairs will be provided for your function as requested at the time of booking, and subject to availability. If the amount required is not available, it is the responsibility of the hirer to organise/hire the appropriate number and transport to and from the Theatre.
- 5.4 For the convenience of hirers, access at the rear of the Theatre is available. The Theatre Manager will need to be advised if you require access to these entrances. Please ensure that your vehicle is removed after loading or unloading. All exits must remain clear at all times and are not to be used for temporary storage of items during bump-in and bump-out.
- 5.5 Only the Theatre Manager or persons approved by the Theatre Manager are permitted to operate the electrical services, including stage and other lighting, sound equipment and the flying system. It is the hirer's responsibility to engage

and pay for the services of qualified technicians or operators if so directed by the Theatre Manager.

- 5.6 The hirer is responsible for ensuring all rubbish is removed and placed in the bins provided at the rear of the Theatre. All tables are to be cleared by the hirer.
- 5.7 The hirer is to inform Theatre staff of any spills/damage as soon as possible

6. DECORATIONS

- 6.1 Permission to decorate should be sought at the time of booking. The following items are not to be used in the Theatre without consulting the Theatre Manager.
 - o Decorations
 - o Candles
 - o Confetti
 - o Blue Tac
 - o Sticky Tape
 - o Nails, pins, screws
 - o Anything that could potentially deface the surfaces such as chemicals, paint etc
- 6.2 All decorations are to be completely removed after the function.

7. PRESERVATION OF FLOOR COVERINGS AND WALL SURFACES

- 7.1 Furniture or equipment is not to be dragged over the floor surfaces. Trolleys will be provided for the movement of chairs, tables, and other furnishings.
- 7.2 *Due to the heritage listing of Cummins Theatre, affixing adornments to the walls or ceilings of Cummins Theatre is strictly prohibited. Please refer to section 6 for conditions relating to wall surfaces.*

9. BOND

- 9.1 The booking is temporary until payment is received in full, including the bond.
- 9.2 The bond will be returned to the hirer after the function and the appropriate inspections are conducted. If damages occur or extended cleaning is required, these costs will be deducted from the bond. If costs exceed the bond paid, then Council will invoice the hirer for the additional sum.
- 9.3 Please note that the Shire of Merredin operates under a turnaround period of not less than 14 working days.

10. BOOKING CANCELLATION

10.1 Cancellation fees will be charged for any notice of cancellation given less than 14 days before the function date in accordance with the following cancellation of booking scale:

14 to 7 days prior –	40% levy
6 days prior –	50% levy
5 days prior –	60% levy
4 days prior –	70% levy
3 days prior –	80% levy
2 days prior –	90% levy
1 day prior –	100% levy

11. COMPLIANCE WITH ACTS AND REGULATIONS

11.1 The hirer will comply with the provisions of the Health Act, Liquor Act or any other act and/or regulation in force at the hiring time and which is applicable to such hiring and use of the Theatre.

11.2 The Theatre Manager, Health Inspectors, Liquor Licensing Officers and Police have the right to enter any function for the purpose of making an inspection or enforcing any of the conditions

11.3 The Theatre Manager, Health Inspectors, Liquor Licensing Officers and Police have the authority to close a function down and remove all customers/patrons from the building if regulations are not being met.

11.4 Parents must ensure that juveniles are being supervised at all times. If a juvenile does not have a legitimate reason for being in the Liquor Licensed area, he/she will be asked to leave or a parent contacted.

11.5 The hirer is responsible for any payment due under the Copyright Act (where applicable) and the hirer agrees to indemnify Shire of Merredin against any action resulting from the non-payment or non-compliance of this Act. The Hirer is required to notify the Theatre Manager at the time of booking if they require an APRA license for their event or function. Liaise with Theatre Manager regarding this item.

12. ADDITIONAL CONDITIONS

12.1 Council reserves the right to amend these conditions at any time to ensure best management practices are met.

- 12.2 Access to areas other than stipulated in the booking form is not permitted to Hirers of the function unless prior arrangements have been made with the Theatre Manager.
- 12.4 The Cummins Theatre is a **smoke free environment**. Please refrain from smoking within the building and within ten (10) meters from the entrance.
- 12.5 Only Council's piano will be allowed in the Theatre unless the written consent of the Theatre Manager is obtained. Council's piano cannot be moved from the stage, and can only be moved under the supervision of the Theatre Manager. Please contact the Theatre Manager regarding piano tuning, as only Council's supplier of this service may be utilized. A secondary piano is available for use in the orchestra pit.
- 12.6 The Hirer is responsible for any disorderly behaviour, unsuitable dress, obscene or insulting language in any part of the building or its grounds.
- 12.7 The Theatre Manager and/or Hirer have the right to refuse admission to any person.

13. TICKET SALES

- 13.1 It is a requirement of Hire that the Cummins Theatre Box office be utilized as the primary Box Office for all ticketed events held at Cummins Theatre.
- 13.2 It is the responsibility of the Hirer to provide all pertinent details relating to the ticketing and promotion of the event or function at the time of booking, or prior to the commencement of ticket sales.
- 13.3 The Cummins Theatre Box Office charges a booking fee of \$2.20 per ticket handled (including refunds). This cost may be passed on to the customer at the discretion of the Hirer. Additional charges and/or Commissions may apply.
- 13.4 In the event of cancellation of an event, Cummins Theatre is to retain the booking fee of \$2.20 per ticket refunded.
- 13.5 The Hirer is to liaise with the Theatre manager at the time of booking regarding Front of House event staff.

13.6 * **COMPANION CARD**

The hirer agrees to allow free admission to legitimate attendant carers of persons with a significant permanent disability who are holders of the **Companion Card** and who without such carer support would be unable to attend community venues and activities. The Companion Card has been developed to promote the existing right of people with a disability to fair ticketing. It is not a

discount scheme, concession or benefit, nor is it a new responsibility. The fundamental right to participate equally in the community is protected under the Western Australian Equal Opportunity Act (1984), and the Australian Government's Disability Discrimination Act (1992). These acts make it unlawful to discriminate against a person who requires the assistance of a companion as it increases the financial burden on the disabled.

For more information please visit www.companioncard.org.au

14. INSURANCE

Individuals hiring the Cummins Theatre will be covered under the Shire of Merredin's Casual Hirers Liability Insurance.

Professional Groups or Individuals, incorporated groups, Government Agencies or similar will be required to provide their own Public Liability Insurance.

CUMMINS THEATRE



EQUIPMENT LIST

CROCKERY:

Up to 150: Dinner
Entree
Soup
Sweet
Teacups/Saucers

GLASSWARE:

150 Champagne
150 Red Wine
150 White Wine
150 Glass tumblers

CUTLERY:

Up to 150 (Knives, Forks, Spoons & Soup Spoons)

KITCHEN EQUIPMENT PROVIDED:

Oven (x2 Chef Ovens)
Microwave (850w Approx dinner plate size)
Commercial Glass Washer (automatic – simply put glasses in and press button)
Commercial Pass-Through Dishwasher
Bain Marie
Urn
Bins & liners

CUMMINS THEATRE



BREAKAGE REPORT

DATE: _____

SHOW: _____

HIRING GROUP: _____

ITEM(S) DAMAGED: _____

COMMENTS: _____

NAME: _____

SIGNATURE: _____

CUMMINS THEATRE



TECHNICAL SPECIFICATIONS

DIMENSIONS – All dimensions in mm

STAGE DEPTH (setting line to back wall):	8570
STAGE WIDTH (inc wings):	13240
STAGE HEIGHT:	1300
PROMPT WING:	2850
OPPOSITE PROMPT WING:	2850
STAGE THRUST (setting line to front of thrust stage or apron):	1370
STAGE FLOOR TO CEILING:	10843
STAGE FLOOR TO LX BARS:	4770
PROSCENIUM WIDTH:	7460
PROSCENIUM HEIGHT:	4665
AUDITORIUM DEPTH:	17325 flat floor (+ 11480 fixed tiered seating)
AUDITORIUM WIDTH:	12968
AUD FLOOR TO LX BARS:	5610

LIGHTING

Basic front of house and stage lighting – clear wash only (limited gels available upon request)

1 x	Theatrelight Cuemaster LX Console
2 x	Theatrelight 12ch Dimmer Racks in prompt corner, on mezzanine
1 x	CCT 650w profile
1 x	Cyc Flood
5 x	Patt 23 Profiles
7 x	Selecon 1.2Kw Fresnel's
2 x	500w floods (domestic type) for dimmed House lighting
3 x	Patt 223 Fresnel's
4 x	Strand 500w Floods
1 x	Quadpak
1 x	20m DMX lead
4 x	LX Stands
1 x	808 Followspot (manual, no dimmer)

AUDIO

Basic in-house system including

- 1 x Behringer 25 Channel Sound Desk
 - 2 x Active 18" Subwoofers
 - 4 x Active Behringer Speakers
 - 1 x Sony 5 disc CD Player
 - 2 x Shure Radio Mics
 - 3 x Behringer Mics with leads
 - 2 x Mic Stands
- Condenser mics available upon request
Assorted mic leads and cables

Theatre Piano: Please notify the Theatre Manager if you require use of the Piano at the time of booking, and allow adequate time to organise tuning.

- Please note that technical staff is not included in the basic hire fee. Technical staff must be sourced externally, and as such require travel and accommodation costs to be covered in the hire. Contact the Theatre Manager for rates and availability of staff.
- Lighting and Sound requirements will need to be submitted to the Theatre Manager no less than 20 working days prior to your event.
- Additional stock requirements are to be sourced by the Hirer and at the Hirer's cost, unless prior arrangements are made with the Theatre Manager.

CUMMINS THEATRE

BOOKING FORM

HIRER

CONTACT NAME _____

ADDRESS _____

PHONE _____

EMAIL _____

TYPE OF FUNCTION

PUBLIC FUNCTION

PRIVATE FUNCTION

DETAILS

ALCOHOL

LIQUOR LICENCE

BOX OFFICE REQUIRED

DATES & TIMES REQUIRED

Setting Up _____

Function/Event _____

Cleaning Up _____

FACILITIES REQUIRED

AUDITORIUM

TIVOLI ROOM

KITCHEN

HIRE FEES

FACILITY	HALF DAY	FULL DAY	BOND
Theatre (Commercial)	\$375	\$750	\$500
Theatre (Community)	\$200	\$400	\$500
Tivoli Room (Commercial)	\$160	\$320	\$500
Tivoli Room (Community)	\$120	\$240	\$500
Kitchen (Commercial)	\$80	\$160	
Kitchen (Community)	\$40	\$80	

EQUIPMENT

PER HOUR

Data Projector

\$30

White Board / Display Board

\$10

Tea/Coffee

\$1.50 (per head)

BOX OFFICE INFORMATION

Hirer ABN:
Hirer Banking Details: Bank: Account no#: BSB:
Name of Event/Performance:
Support Act:
Presenter/Naming Rights:
Start Time: Finish Time:
Interval (Y/N): Duration:

Marketing Materials

Posters supplied:
Flyers supplied:
Electronic image supplied:
Media release supplied:
Producer/Production website:
Additional info for Cummins Theatre website:

Ticket Prices

Adult:
Child (__ years and under):
Concession:
Group:
No. Comps:

FEES TO BE PAID

1.@ \$..... = \$ _____
2.@ \$..... = \$ _____
3.@ \$..... = \$ _____
4. BOND..... @ \$500 = \$ _____
TOTAL = \$ _____

FINANCIAL RECORDS

Amount Received _____

Date _____ Theatre Manager _____

Handed to Shire Administration _____

I/We have read, understand and agree to abide by the "Conditions of Hire" (provided), while hiring the facilities at the Cummins Theatre.

I/We agree to allow images from this event to be used by Cummins Theatre and the Shire of Merredin for promotional purposes.

I/We agree to indemnify the Shire of Merredin against all actions, claims, demands and costs arising out of or in connection with the hire of the Cummins Theatre.

HIRER _____ THEATRE MANAGER _____ DATE _____

ALCOHOL PERMISSION SLIP

Chief Executive Officer
Shire of Merredin
PO Box 42
MERREDIN WA 6415

The _____ seek the permission and support
(Name of Hirer)

from the Shire of Merredin to operate the bar at the Cummins Theatre between the hours of

_____ and _____ on the _____
(Time) (Time) (Date)

for the function/event _____
(Name of Function/Event)

Where the sale of alcohol occurs, the _____
(Name of Hirer)
will obtain an occasional license to operate the bar.

The _____ will abide by the Code of
(Name of Hirer)

Conduct and Compliance with Acts and Regulations as outlined in the Conditions of Use for the Cummins Theatre.

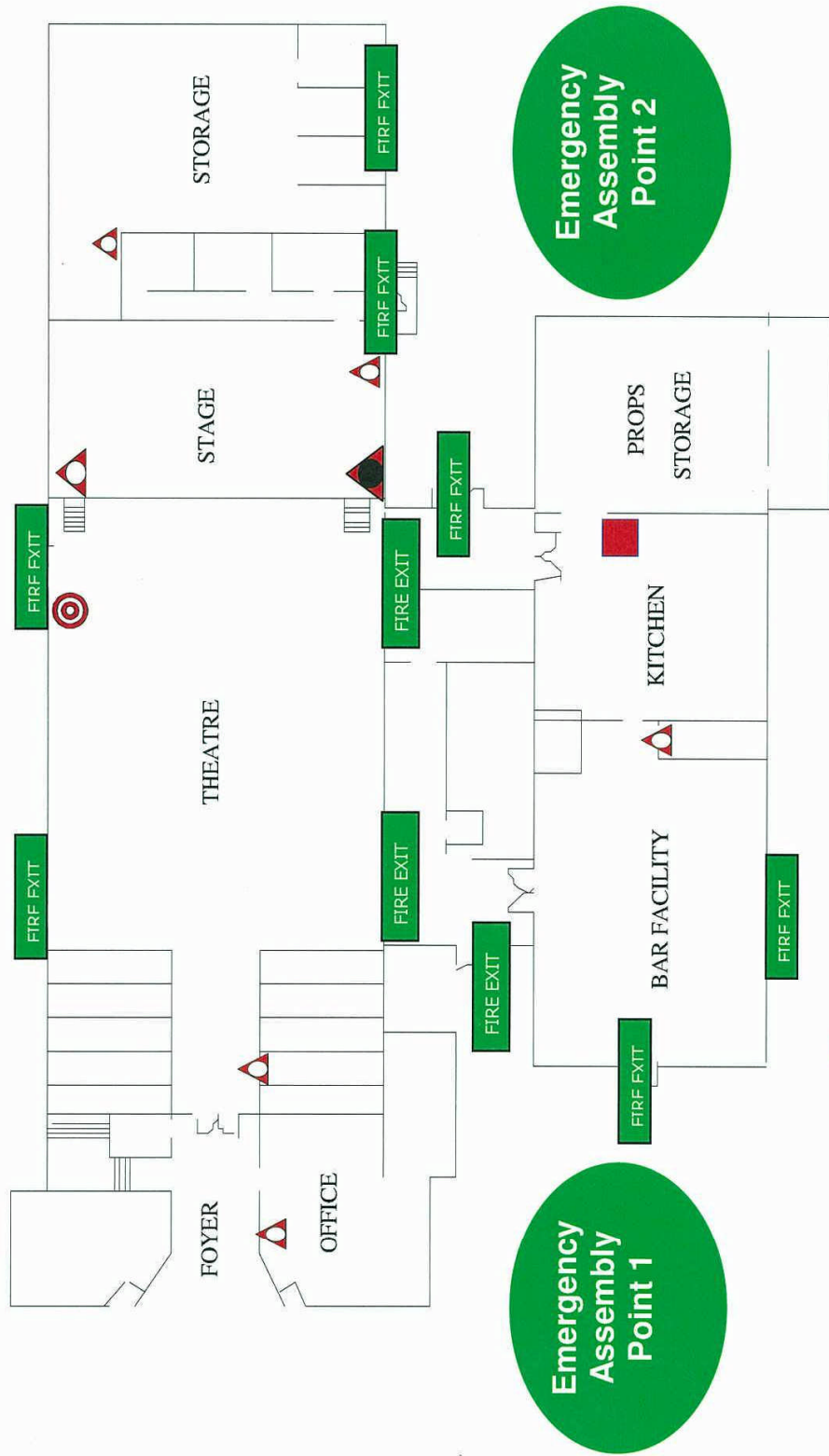
Yours faithfully

The Shire of Merredin has no objections and therefore supports the service of alcohol / application for an occasional license to operate the bar at the Cummins

Theatre by _____ on _____
(Name of Hirer) (Date)

Chief Executive Officer

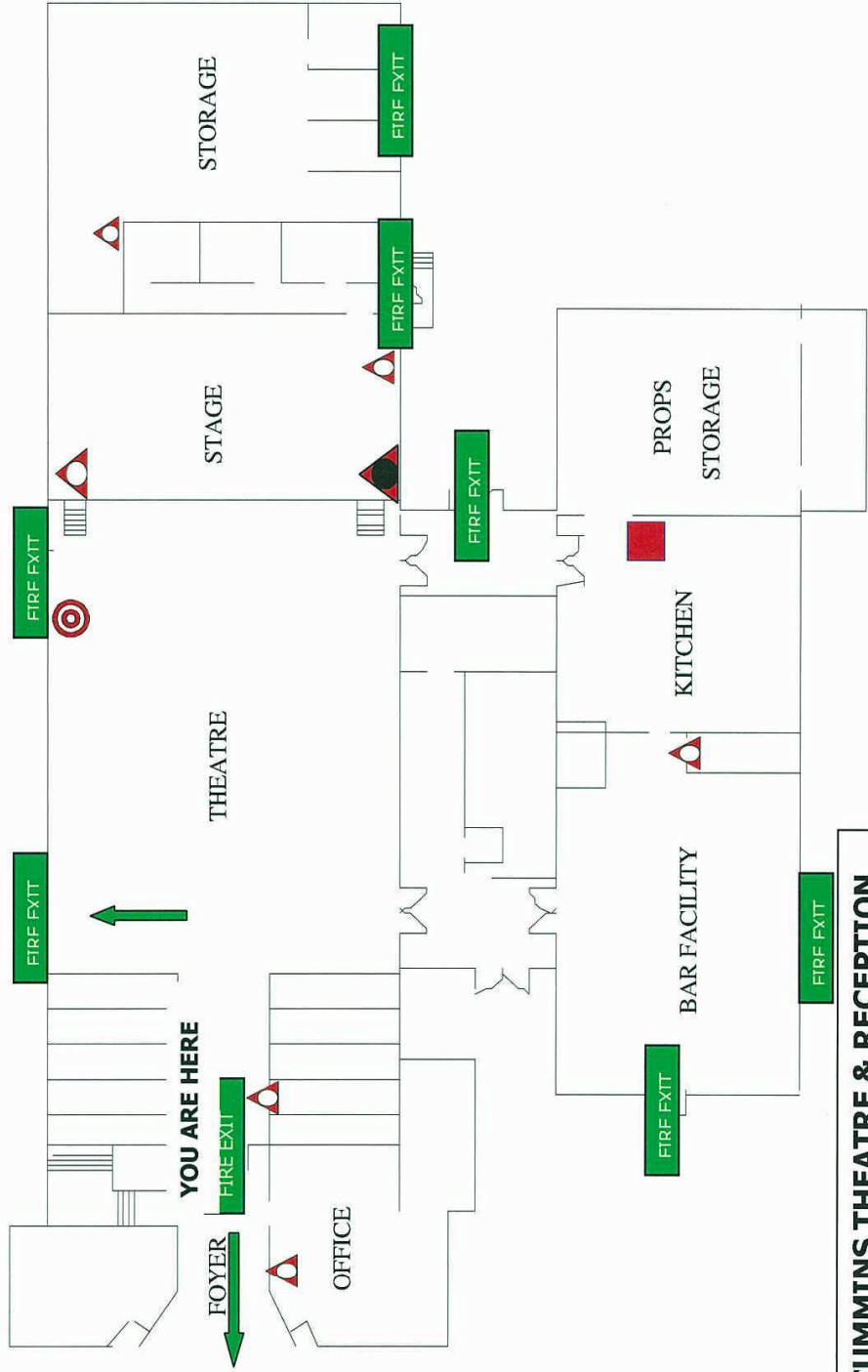
Date



KEY  Fire Extinguisher  Fire Hose Reel  Fire Blanket

When calling 000 (or dial 112 if using a mobile), state this address 10 Bates St Merredin. For medical assistance ring 000.

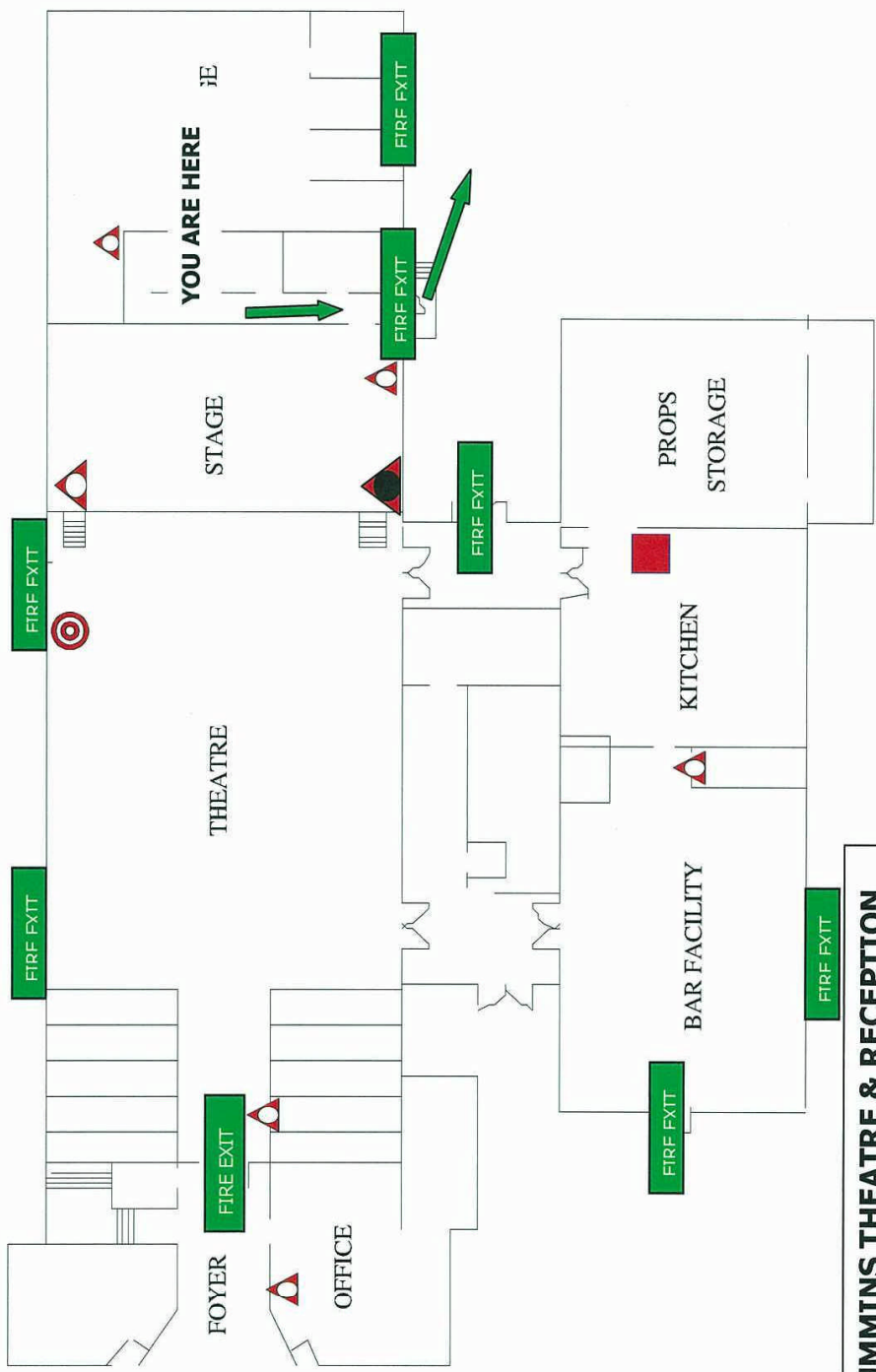
CUMMINS THEATRE & RECEPTION
 LOT 10 BATES STREET MERREDIN
 EVACUATION PLAN



**CUMMINS THEATRE & RECEPTION
 LOT 10 BATES STREET MERREDIN
 EVACUATION PLAN.**

KEY

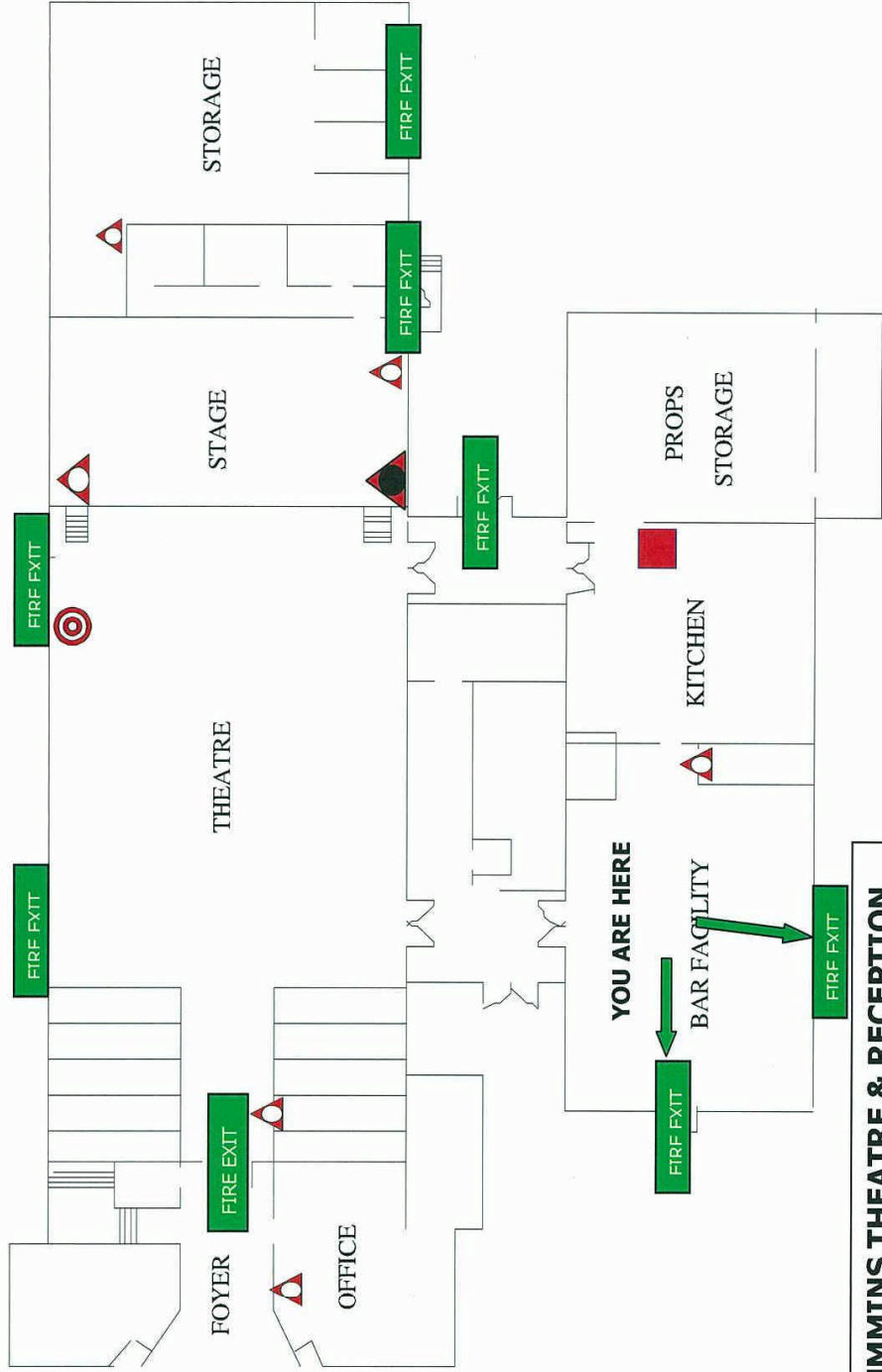
-  Fire Blanket
-  Fire Extinguisher
-  Fire Hose Reel



**CUMMINS THEATRE & RECEPTION
 LOT 10 BATES STREET MERREDIN
 EVACUATION PLAN.**

KEY

-  Fire Blanket
-  Fire Extinguisher
-  Fire Hose Reel



**CUMMINS THEATRE & RECEPTION
LOT 10 BATES STREET MERREDIN
EVACUATION PLAN.**

KEY

-  Fire Blanket
-  Fire Extinguisher
-  Fire Hose Reel