

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 is now the only operational fully wooden fly towered natural fibre roped theatre in the state.

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.



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 Full particulars of the booking are to be recorded on the 'Theatre Booking Form'. Hirers are to liaise with Theatre Manager prior to the function date regarding hire requirements and needs.
- 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 Council's Administration Centre well in advance to the booking date. 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.
- 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** – The bar facilities and crockery will be provided in a clean state with all equipment in working order.
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)
It is also the responsibility of the Hirer to attain a Liquor Licence and this is to be cited by the Theatre Manager prior to the function.
- 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.
 - 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 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.
- 3.4 An inventory list of Glassware is available for hirers. Glassware requirements beyond these figures are the responsibility of the hirer.

4. KITCHEN FACILITIES

- 4.1 No foods are to be cooked in the kitchen, however warming is permitted.
- 4.2 The kitchen facilities, crockery and cutlery will be provided in a clean state with all equipment in working order.
- 4.3 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 are NOT to be removed from the facility for any reason.

- 4.4 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.
- 4.5 Hirer/Caterer are to provide their own T-towels and tablecloths.
- 4.6 Hirer/Caterer are to provide their own consumables eg. Tea, Coffee, Sugar unless agreed to by Theatre Manager.

5. AUDITORIUM / TIVOLI ROOM

- 5.1 The required tables and chairs will be provided for your function subject to availability. Please let Theatre Manager know your requirements prior to the function date. 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.
- 5.2 Equipment requirements are to be requested two weeks prior to the function date and will be provided upon availability.
- 5.3 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 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 Theatre Manager.
- 5.4 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.
- 5.5 The Auditorium/Tivoli Room will be cleaned and made ready for the function. Alternate cleaning arrangements can be made if the Theatre Manager is advised at least two weeks prior to the function.
- 5.6 If extra cleaning is required or damages occur, all expenses will be deducted from the bond. If costs exceed the bond paid, then council will invoice the hirer for the additional sum.
- 5.7 The hirer is to inform centre 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.
 - Decorations
 - Candles
 - Confetti
 - Blue Tac
 - Sticky Tape
 - Nails, pins, screws
 - 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. SETTING UP & PACKING UP

- 7.1 The hirer is responsible for setting up to suit their particular needs during normal opening hours.
- 7.2 The hirer is responsible for cleaning up as indicated in section 5.4.
- 7.3 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.

8. PRESERVATION OF FLOOR COVERINGS AND WALL SURFACES

- 8.1 Furniture or equipment is not to be dragged over the floor 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.

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

*** Subject to change**

Note: These fees to come in operation following Council's 2007/08 budget adoption.

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 Licencing 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 Licencing 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 Licenced 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. 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 are 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) metres 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 can only be moved under the supervision of the Theatre Manager.
- 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.
- 12.8 The Hirer will be responsible for providing staff and/or volunteers required to assist with the function, unless prior arrangements have been made with the Theatre Manager.

13. TICKET SALES

- 13.1 Unless arrangements are made with the Theatre Manager, the hirer is responsible for the production of any tickets, program and/or promotions relative to the booking.
- 13.2 Arrangements are to be made with the Theatre Manager regarding the sale of tickets for booking.
- 13.3 Charges and/or Commissions may apply.

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 300: Dinner
Entree
Soup
Sweet
Teacups/Saucers

GLASSWARE:

150 Champagne
150 Red Wine
150 White Wine
60 Whisky Tumblers
100 Liquor

CUTLERY:

Up to 300 (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)
Bain Marie
Candelabras
17 x Marble table centres
Bins & liners

CUMMINS THEATRE



BREAKAGE REPORT

DATE: _____

SHOW: _____

HIRING GROUP: _____

ITEM(S) DAMAGED: _____

COMMENTS: _____

NAME: _____

SIGNATURE: _____

CUMMINS THEATRE

BOOKING FORM

HIRER _____

CONTACT NAME _____

ADDRESS _____

PHONE _____

EMAIL _____

TYPE OF FUNCTION _____

COMMERCIAL NON-COMMERCIAL CONFERENCE/SEMINAR

DETAILS _____

ALCOHOL LIQUOR LICENCE SHIRE PERMISSION FORM

DATES & TIMES REQUIRED

Setting Up _____

Function/Event _____

Cleaning Up _____

FACILITIES REQUIRED

AUDITORIUM

TIVOLI ROOM

KITCHEN

HIRE FEES

<u>ALL FACILITIES</u>	<u>COMMERCIAL</u>	<u>NON-COMMERCIAL</u>	<u>CONFERENCE/SEMINAR</u>
Performance per day	\$660	\$363	\$192
Booking security deposit	\$275	\$165	\$ 82
Bond (refundable)	\$150	\$ 82.50	\$ 55

TIVOLI ROOM

Per Day \$85

Bond (refundable) \$30

EQUIPMENT REQUIRED

AUDITORIUM
 Tables No _____
 Chairs No _____
 Sound Equipment
 Lighting
 Stage
 Dressing rooms
 Other _____

TIVOLI ROOM
 Tables No _____
 Chairs No _____
 Bar
 Cool Room
 Glasses No _____
 Tea/Coffee facilities
 Other _____

KITCHEN
 Ovens
 Cool Room
 Crockery _____

 Cutlery _____

 Other _____

FEES TO BE PAID

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

Permission from the Shire of Merredin to operate the bar and serve alcohol at the Cummins Theatre

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 for an occasional licence 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)

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

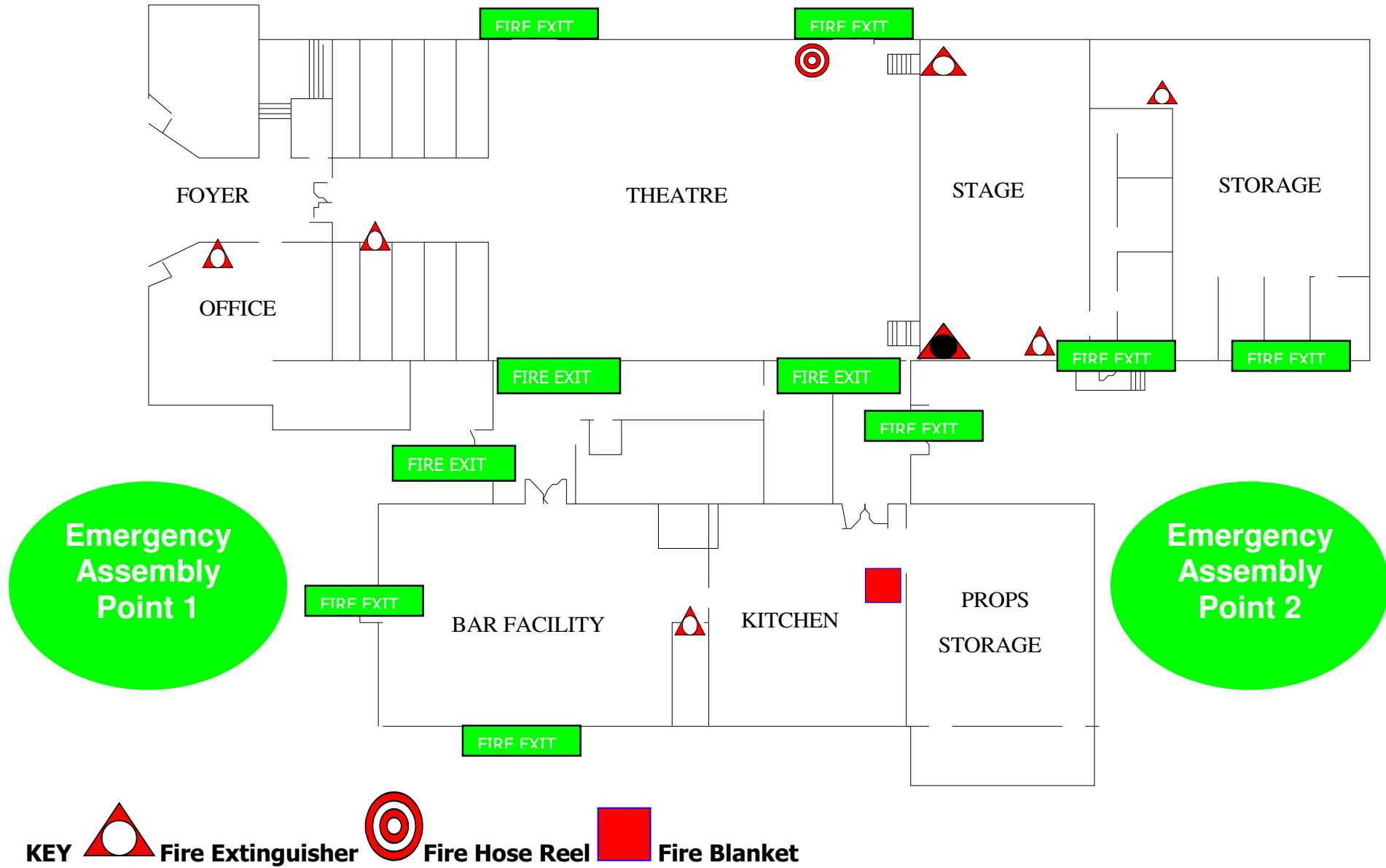
Conduct and Compliance with Acts and Regulations as outlined in the Conditions
of Use for the Cummins Theatre.

Yours faithfully

The Shire of Merredin has no objections and therefore supports the
application for an occasional licence to operate the bar at the Cummins Theatre
by _____ on _____.

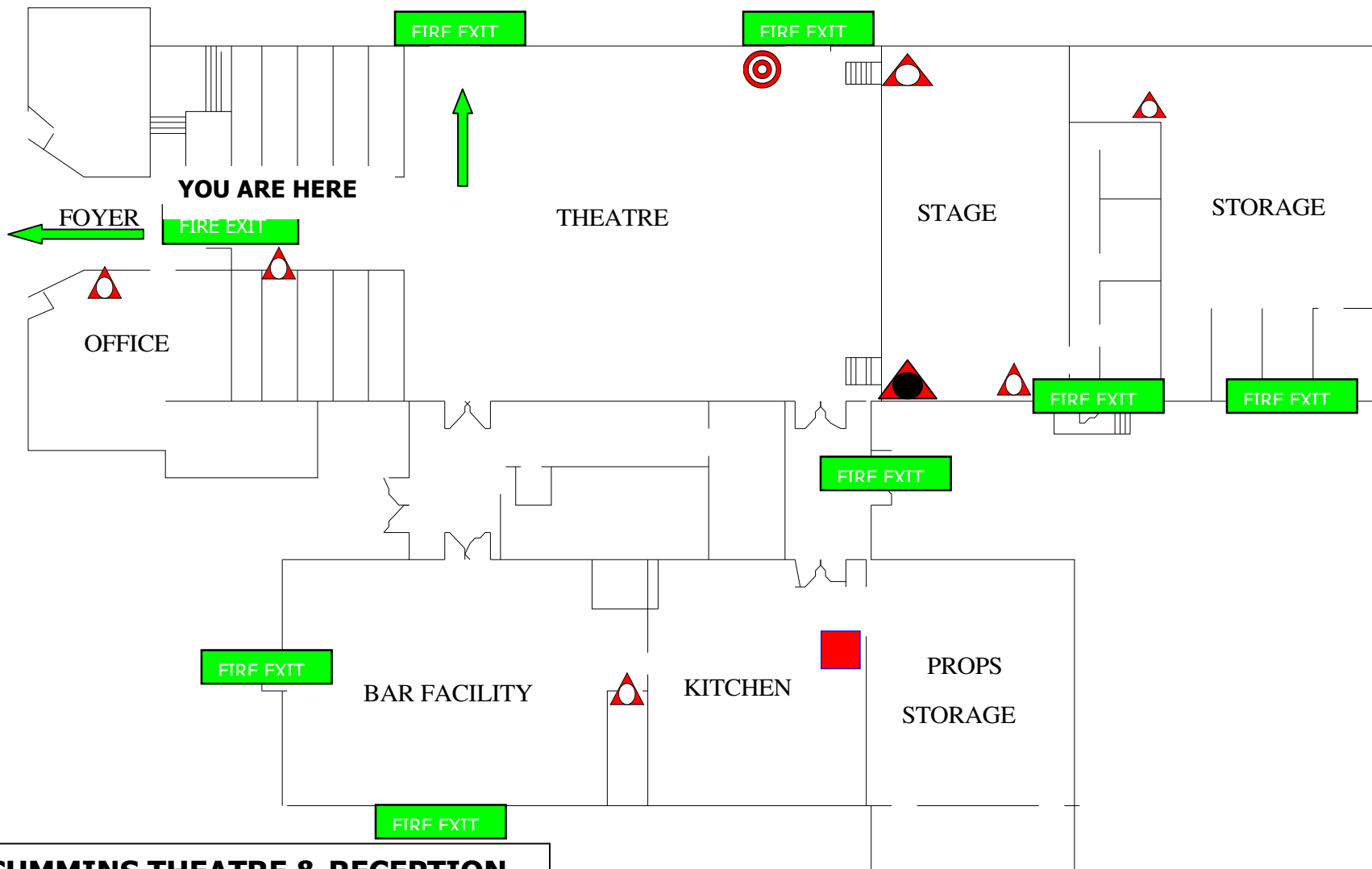
Chief Executive Officer

Date



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**

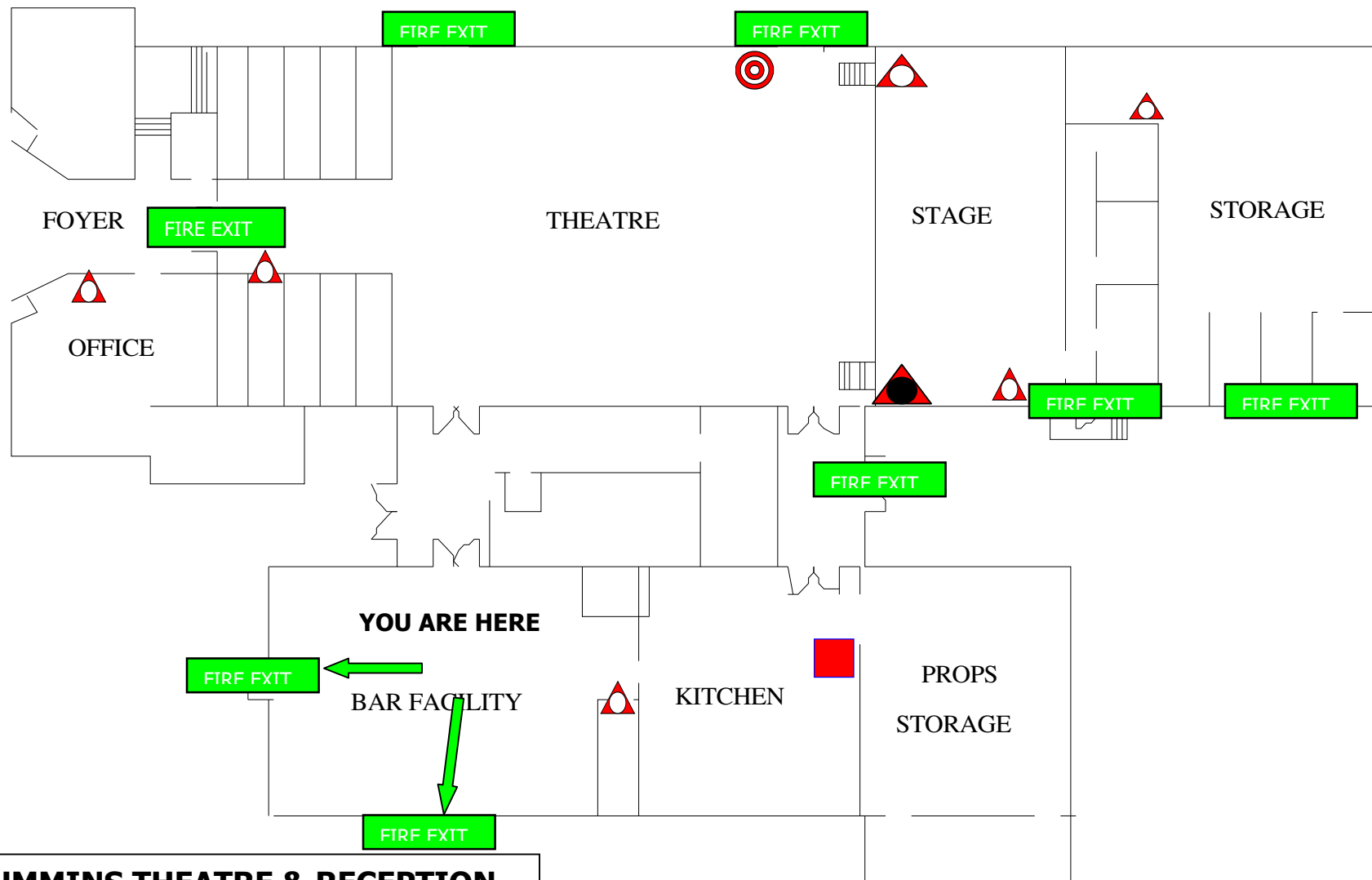


**CUMMINS THEATRE & RECEPTION
LOT 10 BATES STREET MERREDIN**

EVACUATION PLAN.

KEY

-  Fire Extinguisher
-  Fire Hose Reel
-  Fire Blanket



**CUMMINS THEATRE & RECEPTION
LOT 10 BATES STREET MERREDIN**

EVACUATION PLAN.

KEY

-  Fire Extinguisher
-  Fire Hose Reel
-  Fire Blanket