

All bookings taken and managed by the Wagga Wagga Civic Theatre

WAGGA WAGGA CITY COUNCIL - HIRE AGREEMENT
WOLLUNDRY AMPHITHEATRE & CIVIC PRECINCT OPEN SPACE

(To be returned to the Wagga Wagga Civic Theatre Venue Coordinator) venuecoordinator@wagga.nsw.gov.au

1. Name of Hirer:

Contact Person:

Name of Organisation if applicable: _____

2. Mailing Address:

3. Contact Information:

Phone: (BH) _____ (AH) _____ Fax: _____

E-mail:

4. Event Name:

5. Day and Date:

6. Venue Required: (Please Circle) Amphitheatre Civic Precinct Open Spaces Both

7. Description of Event:

8. Approximate number of attendees: _____

9. Event Time Begin: _____ End: _____

10. Set-Up Time Begin: _____ End: _____

11. Pack-Up Time Begin: _____ End: _____

12. Set-Up Requirements:

13. Is there an Entry Fee or Donation to the Event? (Please Circle): Yes No
14. Will alcohol be consumed? (Please Circle): Yes No
If yes, please complete the Notification of Intent to Consume Liquor Form (attached)
15. Will you be erecting a Temporary Structure? (Please Circle) Yes No
If yes please refer to DA section of condition of hire
16. Will pegs be used with the Tent? (Please circle) Yes No
If yes please refer to DA section of condition of hire
17. Do you require general power? (Please Circle): Yes No
18. Do you require 3 phase power? (Please Circle): Yes No
19. Do you require access to toilet facilities? **\$80 Fee** (Please Circle): Yes No
If yes this will be added to your invoice for payment
Key pick up must be organised prior to event
20. Do you require flood lighting? (Please Circle): Yes No

(NB - When returning the Hire Agreement please arrange a time to pick up and return keys for the toilet facilities and to organise access to the lights)

I am attaching evidence of my organisations current public liability insurance with a minimum cover of \$20million

Your commitments as a Hirer

1. I confirm that the booking details including venue, date(s) and time(s) required, as set out above are correct and include the time required for setting up the venue and cleaning prior to departure.
2. I understand that I will be required to pay for additional time the venue is used.
3. I have read and understood the Wagga Wagga City Council 'Conditions of Hire' as well as any additional Conditions of Use issued by the Venue Coordinator and agree to abide by these conditions.
4. I undertake to be responsible for payment of the bond, hire charges and GST; as well as the cost of any additional cleaning required and the cost of any damage caused in association with the hire of the venue.

N.B. Wagga Wagga City Council reserves the right to refuse proposals deemed unsuitable for this facility. Approval will only be granted on a Wagga Wagga Civic Theatre Representative signed hire agreement and description of the event.

For and on behalf of Hirer:

_____ (Name of Organisation (if applicable))

Signed: _____

Print Name: _____

Date: _____

Conditions of Use for Wollundry Amphitheatre and Civic Precinct Open Space

- **Hire Agreement**

Hirers must fill out the hire agreement prior to bookings being accepted. Hirers will receive a signed copy of the Hire Agreement by way of confirmation. The Hire Agreement MUST be completed when booking the Amphitheatre or Civic Precinct Open Spaces. **The area costs \$142 to hire per day for Community Events or \$263 per day for Commercial Events. Plus there is \$960 Bond (as per fees and charges schedule 2017/2018)** Payment must be paid prior to the event. An invoice will be sent to your email for payment. The bond will be returned to you upon completion of your event.

- **Payment**

An invoice will be raised when the booking after confirmation has been sent. Bookings are not finalised until payment has been processed and any cheques have been cleared; Conditions of Use have been signed and returned to the Civic Theatre Venue Coordinator.

Payment must be made by one of the following methods:

- In person and during business hours by cash, cheque payable to Wagga Wagga City Council, or EFTPOS or credit card.
- By post with a cheque. Cheques should be made payable to Wagga Wagga City Council and posted to-
Wagga Wagga City Council
PO Box 20, WAGGA WAGGA NSW 2650
- By credit card by ringing 1300 292 442
- Payments can be made on Council's Online Payments Service

[Online Services - Home Page](#)

- **Toilet Facilities**

Toilet facilities can be booked, if required, at the time of booking the Civic Precinct Open Spaces. **The cleaning fee attached to using the toilets is \$80.00 per day.** This will be invoiced prior to the event. When returning the Hire Agreement please arrange a time to pick up and return keys for the toilet facilities.

- **Cancellations**

Wedding/naming ceremony fees will not be refunded if cancelled within 2 months of the date of booking. Cancellations of other events are to be submitted no less than 1 month prior to the date of booking. All cancellations are to be submitted in writing or by email to the Civic Theatre Venue Coordinator
In the case of wet weather rendering the park unfit for use on the day of booking, a refund may be given on all bookings.

- **Fee Waiver**

If you wish to apply please address the General Manager with the details of your event, when it is, what it is about and why you are requesting a fee waiver. This should be done at least 3 months before the event.

- **Changing a Booking**

Any changes made to a booking must be made in writing by letter or email to the Venue Coordinator.

- **Hiring of Council Parks and Reserves**

The hirer is required to be 18 years of age and Council may request proof of age prior to accepting the booking; however council reserves the right to refuse any booking if it is considered that such booking is not in the best interest in the preservation of its community facility.

- **Approval**

Wagga Wagga City Council reserves the right to refuse proposals deemed unsuitable for this facility. Approval will only be granted on a Wagga Wagga Civic Theatre representative signed hire agreement and description of the event.

Due to the close proximity of residents to this facility, Council recognises the need to give special consideration to all proposed events. Hirers are asked to recognise the limitations of this facility.

- **Damages**

If damage of any kind caused to Council's grounds or buildings the cost of repairs will be born by the hirer, however repairs will be facilitated by Council.

- **Health and Safety Regulations**

Occupational Health & Safety regulations and requirements must be practiced.

- **Hours of Usage**

The Amphitheatre may only be used between the hours of 9.00am and 9.30pm, Monday to Sunday.

- **Parking**

Burns Way is not to be obstructed by vehicles or closed off without prior approval from Council. Parking restrictions are to be abided by the Hirer and failure to do so may result in fines or cancellation of Hire Agreement. Vehicles are not permitted to drive on pathways or lawns in gardens. Prior written approval must be obtained.

- **Power**

There is a number of General Power Points (10amp GPO's) as well as 2 x 20amp 3 phase outlets located in the amphitheatre. There is also a number of General Power Points located throughout the Civic Precinct Open Spaces. Please note that a 3 pin plug is required to access the General Power Points. When returning the Hire Agreement please arrange access to power. A map of power locations can be downloaded at www.civictheatre.com.au

- **Lighting**

There is flood lighting available in the amphitheatre. There are facilities available to split the "stage" area from the "audience" area. When returning the Hire Agreement please arrange access to lighting facilities.

- **Litter Clean Up**

Hirers are responsible to ensure all litter is cleaned up immediately following their event. In cases where events concluded at 9.30 pm the hirer must have the site litter free by 12 noon the following day. Should a hirer for any reason fail to clean the site this will be carried out by Council with the cost to be born by the hirer.

- **Catering**

The hirer has the right to arrange catering facilities. It is recommended that you use an accredited Caterer. If you wish to provide your own catering facilities i.e. BBQ you must comply with the 'City of Wagga Wagga Minimum Standards Promotions & Special Events'. You can download Council's Minimum Food and Drink Standards Promotions & Special Events information and application at www.wagga.nsw.gov.au/events

- **Alcohol Consumption**

Events serving alcohol must meet all liquor licensing requirements under the current Liquor Act and Regulation. DA approval may be required. A DA will need to be lodged at least 8 weeks prior to your event with the Wagga Wagga City Council. For further information please go to www.wagga.nsw.gov.au click on the **Development** tab, **Application forms, Development Applications**

- **Offensive Material**

It is the responsibility of the hirer to ensure that material deemed offensive is not incorporated into performances. Failure to comply could result in fines and possible termination of the event.

- **Sound Levels**

In accordance with Chapter 162 Noise Control Guidelines Open Air Entertainment noise levels cannot exceed 5 dB (a) above background noise. Noise levels will be monitored with fines enforced if conditions are not adhered to, along with termination of the event.

- **Insurance**

The Hirer must provide Council with a copy of a current Public Liability policy for an amount not less than \$20,000,000. This policy must indemnify Council from any liability arising out of the hirer's use of the facility. A 'Casual' hirer may qualify for cover under Council's Casual Hirer's liability policy. A Casual Hirer means any person or group of persons (not being a sporting body, club, association, corporation or incorporated body), who hire a Council facility for non-commercial or non-profit making purposes, less frequently than once per calendar month or twelve times per calendar year.

Enquiries regarding eligibility for this cover should be made to the manager of the facility being hired.

- **Erection of Temporary Structure**

Where your event requires the erection of a temporary structure Development Application (DA) approval may be required. A DA will need to be lodged at least 8 weeks prior to your event with the Wagga Wagga City Council. For further information please go to www.wagga.nsw.gov.au click on the **Development** tab, **Application forms, Development Applications**

- **After Hour Contact**

If you require after hours assistance please call the Manager on 0408 898 327

- **Candles & Wax**

Burning of candles and wax is prohibited within the Amphitheatre Precinct. Failure to comply could result in fines and possible termination of the event.

- **Chairs and Tables**

Chairs may be used, however they must have a stable triangle shape footing, for example white plastic garden chairs. Council does not supply chairs and tables for events.

- **Pony Rides**

Pony rides are permitted on the condition that:

- Approval is to be given by Council.
- Pony ride operator has met with Council's Parks Officer to discuss the authorised route in park and clean up details required.
- Pony rides must not stray from the allocated area.
- The rides must not interfere with any other function on the park.
- The area must be left clean and tidy (and free of any waste at the completion of any activities).
- Any damage must be rectified prior to your departure.

- **Park usage**

Parks are a public space. Even when notifying Council of an event the notification does not entitle you exclusive use of the nominated area.

- **Fireworks**

Fireworks are prohibited on Council land.

- **Public Liability Insurance**

All hirers operating equipment, rides or sports related activities must provide a copy of your certificate of current public liability insurance at the time of making a booking. The minimum cover required is \$20,000,000. Without this insurance, hirers could be successfully personally sued.

- The Hirer unconditionally releases all claims, suits, demands, actions or proceedings (whether at law, in equity or arising under any statute) which The Hirer has or may have against Wagga Wagga City Council, its councillors, officers, employees or agents (other than The Hirer) arising out of or in connection with an act, default or omission of The Hirer or any of its officers, employees or agents. The Hirer agrees not to sue or make any claim or demand against the Wagga Wagga City Council, its councillors, officers, employees or agents in respect of matters covered by this release.
- The Hirer indemnifies, holds harmless and defends the Wagga Wagga City Council, its councillors, officers, employees or agents (other than The Hirer) against loss (including legal Costs and Expenses) or liability reasonably incurred or sustained by any of the indemnified persons arising from a claim, suit, demand, action or proceeding by any person against any of the indemnified persons where the loss or liability arises out of or in connection with an act, default or omission of The Hirer or any of its officers, employees, clients, invitees or agents.
- The Hirer agrees that indemnity granted under this clause shall continue in full force and effect irrespective of the fact that this Agreement may have terminated.

Notification of Intent to Consume Liquor at a Public Hall

THE LIQUOR ACT, 2007

Section 7 of the Act stipulates it is an offence to sell liquor without a licence. *Maximum penalty: \$11,000 or 12 months imprisonment, or both.*

Section 117(1) of the Act stipulates it is an offence to sell liquor to a minor. *Maximum penalty: \$11,000 or 12 months imprisonment, or both.*

Section 117(4) of the Act stipulates it is an offence to supply liquor to a minor, on any premises, unless the person is a parent or guardian of the minor. *Maximum penalty: \$11,000 or 12 months imprisonment, or both.*

A 'minor' is a person under the age of 18 years.

IMPORTANT: ANY PERSON WISHING TO SELL LIQUOR AT A FUNCTION/EVENT MUST CONTACT THE OFFICE OF LIQUOR, GAMING & RACING ON (02) 99950300; OR DOWNLOAD A LIQUOR APPLICATION FOR THE EVENT/FUNCTION FROM - WWW.OLGR.NSW.GOV.AU

PROCEDURE:

1. Complete this form in duplicate.
2. Make appointment and take forms to the Licensing Police (Ph 69222670 or 69222671).
3. Licensing Police will sign and stamp the forms. One copy will be retained by the Police, the other copy MUST be returned to the Wagga Wagga City Council to confirm hire agreement.

VENUE:			
FULL NAME OF APPLICANT/HIRER:			
RESIDENTIAL ADDRESS & STATE:			
CONTACT NO:	(W)	(H)	(M)
DATE OF BIRTH:	DRIVERS LICENCE NO:		STATE:
NATURE/TYPE OF FUNCTION:			
TIMES OF FUNCTION:	FROM:	am / pm	TO: am / pm
DATE OF FUNCTION:		NUMBER OF PERSONS ATTENDING:	
ARE MINORS ATTENDING THE FUNCTION?			IF YES, HOW MANY:
SECURITY EMPLOYED: YES / NO			IF YES, HOW MANY:
NAME OF SECURITY COMPANY & MASTER LICENCE NUMBER:			

NOTE:

If alcohol of any type is intended for consumption at the function, the Wagga Wagga City Council requires that the relevant Hiring Conditions be observed and that this application shall have the endorsement of the Licensing Police, Wagga Wagga Police Station before being returned to the Wagga Wagga City Council to confirm hire agreement.

Approved by Licensing Police, Wagga Wagga for consumption of alcohol, subject to the provisions of the Liquor Act, 2007.

(Signature of Applicant and Date)	(Signature of Licensing Police and Date)
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