BROKEN HILL CIVIC CENTRE VENUE INFORMATION

BROKEN HILL

CITY COUNCIL

AUSTRALIA'S FIRST HERITAGE LISTED CITY

TABLE OF CONTENTS

| 1. | VENUE INFORMATION | 3 |
|------|--------------------------------------|-----|
| 2. | ROOM CAPACITIES | 5 |
| 3. | HIRE FEES (2024/2025 FINANCIAL YEAR) | 7 |
| 4. | BEVERAGE OPTIONS | .10 |
| 5. | FLOOR PLAN | .11 |
| 6. | PARKING AND ACCESSIBILITY | .12 |
| 6.1. | Parking | .12 |
| 6.2. | Accessibility | |
| 7. | TECHNICAL SPECIFICATIONS | |
| 7.1. | Ground Floor | .12 |
| 7.2. | First Floor - Conference rooms | |
| 8. | TERMS AND CONDITIONS | |
| 8.1 | Definitions | .13 |
| 8.2 | Bookings | .13 |
| 8.4 | Cancellations | |
| 8.5 | Ticket Sales | |
| 8.6 | Merchandise | .14 |
| 8.7 | Front of House Staff | .15 |
| 8.8 | Bar | .15 |
| 8.9 | Limit of Hiring | .15 |
| 8.10 | Subletting | .15 |
| 8.11 | Refusal to Hire the Centre | .16 |
| 8.12 | Free Access | .16 |
| 8.13 | Decorations | .16 |
| 8.14 | Damage | .16 |
| 8.15 | Electrical and Stage Equipment | .16 |
| 8.16 | Security | .17 |
| 8.17 | Curfew | .17 |
| 8.18 | Liabilities and Insurance | .17 |
| 8.19 | | |
| 8.19 | 6 176 | |
| 8.20 | | |
| 8.21 | Disorderly Conduct | |
| 8.22 | | |
| 8.23 | | |
| 8.24 | | |
| 8.25 | | |
| 8.26 | 0 | |
| 8.27 | o | |
| 8.28 | | |
| 8.29 | Disputes | .19 |



1. VENUE INFORMATION

The Broken Hill Civic Centre (the Centre) is a multipurpose venue with theatre style seating for 700 people. It is Broken Hill's premier venue for performing arts, seminars and conferences, trade shows, weddings, receptions, and awards nights.

Located at 31 Chloride Street Broken Hill, the Centre is in the heart of the city, within easy walking distance to varying levels of accommodation, shopping outlets, restaurants, cafes, pubs and heritage and tourism points.

The Centre has the capacity to host from 20 to 700 people for conferences and functions with its various function spaces.

The acoustically designed auditorium features a hydraulic orchestra pit, raised stage, disability access lift to the stage via prompt side, and capacity to seat 548 people theatre style.

The Chips Rafferty Room, or Function Room 1, is available for hire on its own as a smaller function room, or as a seminar/meeting space.

For small trade displays, and event registrations, the main foyer is an ideal location for hire.

The upper level of the Civic Centre has two function rooms, which can be opened into one large space, and a lounge area, and are also available for breakout sessions and workshops of up to 150 people. The upper level facilities include access via the lift, men and women's toilets with disability access, and a plate up kitchen.

The Civic Centre is equipped with a full commercial kitchen, bar facilities, lift access from ground level outside, and Box Office.



2. ROOM CAPACITIES

| GROUND FLOOR | | | | | |
|--|-----------------------------|-----------------|------------------|---|--|
| Function Space | June Bronhill Auditorium | Half Auditorium | Main Foyer | Function Room 1 (Chips Rafferty Room) | |
| Area (m²) | 651m² | 325m² | 72m ² | 94m² | |
| Theatre • • • • • • • • • • • • • • • • • • • | 548 | 384 | - | 60 | |
| Standing / Cocktail ම ම ම ම ම ම ම ම ම ම ම ම ම ම ම ම ම ම | 650 | 325 | 70 | 85 | |
| Horseshoe | - | - | - | 16 | |
| Square/Boardroom | - | _ | _ | 20 | |
| Classroom | 90 | 70 | _ | 20 | |
| Cabaret | 200 | 100 | _ | 25 | |
| Banquet | 400 | 200 | _ | 50 | |
| Long Dinner C | 240 | 120 | - | - | |

| FIRST FLOOR | | | | | |
|--|-----------------|-----------------|-----------------|----------------------------------|--|
| Function Space | Upstairs Lounge | Function Room 2 | Function Room 3 | Combined Function Room 2&3 | |
| Area (m²) | 104m² | 88m² | 1 44 m² | 232m ² | |
| Theatre • • • • • • • • • • • • • • • • • • • | - | 70 | 100 | 180 | |
| Standing/Cocktail | 70 | 85 | 140 | 225 | |
| Horseshoe | - | 16 | 16 | 24 | |
| Square/Boardroom | - | 20 | 20 | - | |
| Classroom | - | 20 | 20 | 44 | |
| Cabaret | - | 40 | 50 | 85 | |
| Banquet | _ | 50 | 70 | 120 | |
| Long Dinner C | - | - | - | - | |

These numbers are a guide to the maximum capacity available; our spaces are very flexible and we can work with you to tailor a setup to suit your event vision.

3. HIRE FEES (2024/2025 FINANCIAL YEAR)

| ltem No | Particulars | Basis | 2024/2025 Fees (Ex GST) | GST | 2024/2025 Fees (Inc GST) |
|------------|--|-----------------|-------------------------------|----------|--------------------------------|
| 6-1 | Conference/Wedding Bookings | Each | POA | | |
| 6-2 | Full Civic Centre Hire | 8 hours | \$2,163.64 | \$216.36 | \$ 2,380.00 |
| 6-3 | Auditorium per day - 8 hours | 8 hours | \$1,295.45 | \$129.55 | \$1,425.00 |
| 6-4 | Auditorium half hall per day - 8 hours | 8 hours | \$818.18 | \$81.82 | \$900.00 |
| 6-5 | Auditorium per hour | Hour | \$250.00 | \$25.00 | \$275.00 |
| 6-6 | Auditorium half hall per hour | Hour | \$227.27 | \$22.73 | \$250.00 |
| 6-7 | Plaza Hire | Per day | \$400.00 | \$40.00 | \$440.00 |
| 6-8 | Community, charity, and not for profit | Per hire fee | 25% Discount | | |
| 6-9 | Government incl schools | Per hire fee | 10% Discount | | |
| 6-10 | Chips Rafferty Function Room (Ground Floor) per day - 8 hours | 8 hours | \$363.64 | \$36.36 | \$400.00 |
| 6-11 | Chips Rafferty Function Room (Ground Floor) half day - 4 hours | 4 hours | \$318.18 | \$31.82 | \$350.00 |
| 6-12 | Function room 2 or 3 per day - 8 hours | 8 hours | \$409.09 | \$40.91 | \$450.00 |
| 6-13 | Function room 2 or 3 half day - 4 hours | 4 hours | \$363.64 | \$36.36 | \$400.00 |
| 6-14 | Function room 2 and 3 per day - 8 hours | 8 hours | \$590.91 | \$59.09 | \$650.00 |
| 6-15 | Function room 2 and 3 half day - 4 hours | 4 hours | \$500.00 | \$50.00 | \$550.00 |
| 6-16 | Function room hourly rate (outside of standard hire duration) | Hour | \$80.00 | \$8.00 | \$88.00 |
| 6-17 | Change rooms | Per room | \$18.18 | \$1.82 | \$20.00 |
| 6-18 | Kitchen usage | Per day | \$250.00 | \$25.00 | \$275.00 |
| 6-19 | Public holiday/weekend/night (6pm - 12am) surcharge | Per hire fee | 25% Surcharge | | |
| 6-20 | Surcharge Catered booking (per day) | Per day | \$113.64 | \$11.36 | \$135.00 |
| 6-21 | Deposit to secure booking | Each | 25% of Quote | | |
| 6-22 | Functions extending beyond contracted finishing time (hourly fee plus labour cost) | Hour | \$300.00 | \$30.00 | \$330.00 |
| 6-23 | Additional staff (per staff member) | Hour | \$51.82 | \$5.18 | \$57.00 |

| ltem No | Particulars | Basis | 2024/2025 Fees (Ex GST) | GST | 2024/2025 Fees (Inc GST) |
|------------|---|--------------|--|-------------|--------------------------------|
| 6-24 | Additional staff (per staff member) Saturday, Sunday, public holidays | Hour | \$72.73 | \$7.27 | \$80.00 |
| 6-25 | Excess cleaning charge - Monday - Friday - 8am-6pm | Hour | \$72.73 | \$7.27 | \$80.00 |
| 6-26 | Excess cleaning charge Saturday, Sunday, public holidays | Hour | \$104.55 | \$10.45 | \$115.00 |
| 6-27 | Additional technical staff - Monday - Friday | Hour | \$81.82 | \$8.18 | \$90.00 |
| 6-28 | Additional technical staff Saturday, Sunday, public holidays | Hour | \$113.64 | \$11.36 | \$125.00 |
| 6-29 | Setup outside venue | Hour | \$51.82 | \$5.18 | \$57.00 |
| 6-30 | Setup outside venue (outside business hours) | Hour | \$72.73 | \$7.27 | \$80.00 |
| 6-31 | Merchandise sales | Event | | 10% Gross | |
| 6-32 | Follow Spot | Booking | \$90 + operator hourly cost | | |
| 6-33 | Dancefloor | Booking | \$103.64 | \$10.36 | \$114.00 |
| 6-34 | Civic Centre bar - commercial | Per event | 100% sales to Civic Centre | | |
| 6-35 | Civic Centre bar - not-for-profit | Per event | 50% profit to Civic Centre 50% profit to not-for profit organisation | | |
| 6-36 | Portable bar set-up fee | Per event | \$103.64 | \$10.36 | \$114.00 |
| 6-37 | Civic Centre Liquor Licence (off premise) | Each | \$187.27 | \$18.73 | \$206.00 |
| 6-38 | Breakages | Each | | Actual Cost | |
| 6-39 | Three phase power - external connection only | Per day | At cost + 15% | | |
| 6-40 | In-house AV System (Function Room 2 and 3) includes data projector and screen, laser pointer, mouse, keyboard | Per day | \$100.00 | \$10.00 | \$110.00 |
| 6-41 | Special external equipment hire (includes administration fee) | Per event | Actual Cost plus 15% | | |
| 6-42 | Streaming/data upload | Per day | \$90.91 | \$9.09 | \$100.00 |
| 6-43 | Portable Conferencing Unit | Hour | \$50.00 | \$5.00 | \$55.00 |
| 6-44 | Smoke machine | Session | \$40.91 | \$4.09 | \$45.00 |
| 6-45 | Isolation of fire system (for stage productions using smoke and hazer) | Booking | Actual Cost plus 15% | | |

| ltem No | Particulars | Basis | 2024/2025 Fees (Ex GST) | GST | 2024/2025 Fees (Inc GST) | |
|------------|---|---------|-------------------------------|---------------------|--------------------------------|--|
| 6-46 | Steinway piano | Booking | \$250.00 | \$25.00 | \$275.00 | |
| 6-47 | Tea and coffee service per person (min. 10 people) | Booking | \$3.18 | \$0.32 | \$3.50 | |
| 6-48 | Biscuits per person (min. 10 people) | Booking | \$1.36 | \$0.14 | \$1.50 | |
| 6-49 | Juice per person (min. 10 people) | Booking | \$1.36 | \$0.14 | \$1.50 | |
| 6-50 | Crockery & cutlery hire per person (min. 10 people) | Booking | \$1.36 | \$0.14 | \$1.50 | |
| 6-51 | Box Office Set Up | Booking | \$103.64 | \$10.36 | \$114.00 | |
| 6-52 | Ticket Commission Council Venue | Ticket | 109 | % of ticket p | rice | |
| 6-53 | Ticket Commission non Council Venue | Ticket | 125 | 12% of ticket price | | |
| 6-54 | Ticket Commission Not for Profit Organisation | Ticket | 5% | 5% of ticket price | | |
| 6-55 | Ticket printing fee | Ticket | \$1.82 | \$0.18 | \$2.00 | |
| 6-56 | Set up & Design Window Projection - standard still images - Civic Centre Only | Display | \$163.64 | \$16.36 | \$180.00 | |
| 6-57 | Set up & Design Window Projection - standard still images - Civic Centre and THF | Display | \$245.45 | \$24.55 | \$270.00 | |
| 6-58 | Set up & Design Window Projection - video/moving images - Civic Centre Only | Display | \$327.27 | \$32.73 | \$360.00 | |
| 6-59 | Running Cost Window Projection - Civic Centre Only | Display | \$259.09 | \$25.91 | \$285.00 | |
| 6-60 | Running Cost Window Projection - Civic Centre & THF | Display | \$310.91 | \$31.09 | \$342.00 | |
| 6-61 | Stage Risers | Booking | \$18.18 | \$1.82 | \$20.00 | |
| 6-62 | Catering | Booking | At cost + 15% | | | |
| 6-63 | Security | Booking | At cost + 15% | | | |
| 6-64 | Complimentary Ticket Fee | Ticket | \$2.27 | \$0.23 | \$2.50 | |

4. BEVERAGE OPTIONS

The Broken Hill Civic Centre offer a variety of beverage package options to suit your needs. Below are the options available for your event:

Pay As You Go (PAYG) - This option is for customers requiring a bar at their event but guests attending the event will be paying for their own beverages. The Bar will be stocked with our regular stock.

Bar Tab - This option is for customers requiring a bar that they wish to pay for their guest's beverage consumption. E.g. running an account and paying for what is used.



Selections must be made a minimum 3 weeks prior to your event using our event Beverage Requirements form.

All pricing includes staff and security where required.

Customers requiring additional beverages that are not included on our standard Beverage List can order these products in. We will quote these requests separately based on your request. Please ensure you are only requesting what is required as any remaining products cannot be taken away from the venue due to Liquor Licencing Laws.

5. FLOOR PLAN



6. PARKING AND ACCESSIBILITY

6.1. Parking

There is ample parking opposite the Civic Centre on the corner of Beryl Street and Chloride Street.

There is parking available adjacent the Civic Centre at the Town Hall Facade car park located behind the Broken Hill City Library, entry via Blende Street.

6.2. Accessibility

Disabled access via elevator at Street Level on Chloride Street, or via ramp on Blende Street side of building.

Three disabled car parks available on the Blende Street side of the Civic Centre.

7. TECHNICAL SPECIFICATIONS

7.1. Ground Floor

Technical specifications and floor plans for the main auditorium will be issued as a separate document.

7.2. First Floor - Conference rooms

The floor space can be divided into separate rooms or opened to one large room, wall panels stored internally in locked cupboard.

Video Conferencing (Function Room 2 only) - MS Teams and Zoom compatible

*2 x Ceiling mounted projectors

- 2 x Wall mounted retractable projector screens (one in each room)
- 8 x Ceiling mounted speakers (four in each room)
- 1 x Sure Bata 58 Radio Microphones
- 1 x Sure Lapel Microphones
- 2 x HDMI Laptop inputs, one each room

Touch screen control audio and basic room lighting

*presentations should be 16:9 standard when using Civic Centre conferencing facilities





D14/19738 Civic Centre Venue Information

8. TERMS AND CONDITIONS

8.1 Definitions

In these conditions, the following definitions shall apply:

'Council' shall mean the Broken Hill City Council.

'Centre' shall refer to any part of Broken Hill Civic Centre and associated areas.

'Events Team' shall mean the employee or officers appointed into a role in the Events department of Broken Hill City Council.

'Events Coordinator' shall mean the appointed Broken Hill City Council employee or officer acting in this capacity.

'Hirer' shall mean the hirer, their agents, employees or assistants, or any such person acting under the instructions of the hirer.

8.2 Bookings

Applications for use of the Centre will be treated as 'tentative' until the hire agreement is signed and returned to Broken Hill City Council Events Team, and the relevant deposit payment has been made (if applicable). Hirers are at risk of losing their tentative date if deposit has not been paid.

The deposit will be forfeited should a booking be cancelled. All cancellation notifications are to be received in writing.

All full day hire fees are for a maximum eight-hour period and half day bookings are for a maximum 4-hour period or part thereof per booking. Fees will not be discounted should you only require partial hire.

Kitchen hire fee is for use only during the specified hire period. Access to the kitchen and its facilities outside of these times will be charged the applicable staff hourly rate. This includes for the storage of supplies and/or equipment.

Should your hire extend beyond these times an additional hourly charge will be incurred for each hour or part thereof, as per Broken Hill City Council's adopted Fees and Charges. This charge is the "Functions extending beyond contracted finish time" as published in Council's Fees and Charges.

Alterations may be made to a confirmed booking date; any such change should be received in writing within 28 calendar days of the booking. Additional charges may be payable depending on booking requirements.

Hire fees shall be in accordance with the Schedule of Fees and charges current at the time of the booking.

Council reserves the right to request an additional deposit and full payment of hire fees is required a minimum two weeks prior to the commencement of the booking.

8.4 Cancellations

The Hirer must advise the Venue in writing of any cancellation and the Venue may charge the Hirer a cancellation Fee which is payable by the hirer, as follows:

| Notice of cancellation | Cancellation Fee | | |
|---------------------------------------|--|--|--|
| More than 2 weeks prior to Booking | \$0 – all Fees paid by Hirer are fully refunded, less deposit. | | |
| Less than 2 weeks prior to Booking | Hirer is liable for the full Hire Fee | | |

Exception

Date changes can be requested, and fees transferred to a new date, if the new date falls within the same financial year. Should you require a date in a different financial year the above cancellation policy will apply.

Covid-19 Exception

Broken Hill City Council will consider a refund request by a hirer due to Covid-19 in the following circumstance:

• The hirer is unable to stage the event as per Civic Centre booking agreement due to a government-imposed Public Health Order Regulation affecting the attendance or delivery of the event.

Civic Centre bookings affected by an Australian National or State Public Health Order Regulation will be offered the opportunity to postpone to an alternative date. If an alternative date cannot be provided, a refund will be issued where cancellation of event is made no later than five days prior to the event where it is shown to greatly impact on the staging of that event.

8.5 Ticket Sales

All ticketed events are to be sold through Council's ticketing platform. Council uses the SeatAdvisor TicketSearch platform. Commission is payable at the applicable rate as disclosed on the Box Office Service Agreement.

Council shall retain all monies from ticket sales, and once all hire and service fees have been paid, the funds will be released. This is not applicable for events that have a sale period of more than 3 months, instalment payments can be made if requested.

A per-ticket transaction fee will be passed on to patrons as per the Box Office Service Agreement. This fee covers service charges incurred for use of the ticketing platform and payment gateway.

8.6 Merchandise

Commission is payable on all merchandise and programmes sold at the Centre. A charge of 10% of sales will be levied to the hirer.

An itemised list of intended merchandise is to be supplied two weeks prior to the event.

8.7 Front of House Staff

Hire fees include one staff member onsite during your event.

Council will provide the required staff to ensure the smooth and safe running of the Centre, staff will be provided by Council at a cost to the hirer. The cost of additional staff will be included in the hirer's quotation and staff required confirmed prior to the event.

8.8 Bar

All rights regarding catering and bar, including the sale of foodstuffs, liquor and other consumable items, are reserved to Council, unless otherwise arranged with the Event's Coordinator.

Council holds the liquor licence for the Centre premises and retains the rights regarding use of the Centre's bar.

Under the licence, the bar is staffed, stocked and maintained by Council. No alcohol, soft drink or juice, is to be supplied or brought into the venue other than what is supplied by the Centre, unless under special circumstances arranged prior with Event's Coordinator.

Under the *Liquor Licence Act* 2007, no other liquor licence can be operated under, within the Centre premises.

All events where alcohol is being served will require security at a ratio of 1 guard per 100 guests. Council will provide the first security guard and any additional guards will be at the expense of the hirer.

For commercial hires, the Centre will retain all gross profits from the bar.

In the case of a hire for a Not-for-Profit organisation, where requested, bar profits will be split, with the Centre retaining 50% of the gross profits and the Not-for-Profit organisation attaining the other 50%. This payment will be in lieu of any not-for-profit discount an organisation may be entitled to.

Please note, should the Not-for-Profit organisation apply for a Community Assistance or Event Sponsorship Grant via Council and be successful, they will forfeit the 50% gross bar profits.

8.9 Limit of Hiring

The hirer shall only be entitled to the specified part of the building hired. Hire of the Centre includes its spaces, thoroughfares as well as access to the Centre Plaza.

The hire fee also does not include hirer use of the sound and lighting consoles or equipment. These are to be operated by trained Events Team staff only.

Council reserves the right to hire any other part of the Centre for any other purpose at the same time. Where this occurs, hirers are expected to give due regard to one another.

Any access privileges or hire one off's relating to a particular booking, should not be interpreted as applicable for any future shows or events by the hirer.

Refusal may be given to the hirer should it be deemed by Police or Council staff that the event is not in the best interest of the community. If the hirer is well known to Police and they advise Council against hiring the Centre, refusal will be given.

8.10 Subletting

No portion of the building shall be sublet by the hirer, or any tenancy transferred or assigned without the written consent of the Events Coordinator.

8.11 Refusal to Hire the Centre

It shall be at the discretion of Council to refuse to hire the Centre in any case and notwithstanding that the Centre may have been let or that the conditions have been accepted and signed and the hiring fee and deposit paid. Council shall have the full power if it sees fit, to cancel such a hiring and direct the return of the hire fee and deposit so paid, and the hirer thereby agrees to accept the same and to be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence.

8.12 Free Access

The General Manager, the Events Coordinator and any officer or officers of the 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 Centre.

8.13 Decorations

No stage property, electrical installation or decoration materials shall be bought into the building without the consent of the Events Coordinator.

The use of candles, confetti, streamers, glitter or similar articles of decoration is prohibited unless the express permission of the Events Coordinator is first obtained. Extra cleaning costs will be incurred if used. Prior consent can be obtained in writing to the Events Coordinator prior to scheduled hire.

8.14 Damage

The floors, walls or any other part of the 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 Centre or attached to or affixed to the walls, doors or any other portion of the Centre, curtains, fittings, or furniture, mechanical, electrical and other equipment. The hirer shall be responsible for making good any damage.

The use of any adhesive substance, on wall and window surfaces is strictly prohibited. Should you require the ability to display particular signage relevant to your event this is to be discussed with the Events Team and approval granted by the Events Coordinator.

8.15 Electrical and Stage Equipment

Only persons approved by Council are permitted to operate the electrical services, including the lighting, sound and stage rigging equipment. When deemed necessary, the Centre shall provide staff, of which the costs are to be paid by the hirer. In the event of special electrical stage equipment being used, the hirer shall pay for the services of a qualified electrician if so directed by the Events Coordinator.

Electrical equipment intended to be connected to mains supply throughout the building will need to have been tested and tagged prior to use. Electrical equipment that is not tested and tagged will have test and tagging arranged by Council prior to use in the Centre, and the applicable cost to the hirer charged.

Sound and lighting equipment are fixed to the Centre and are not to be removed from the premises. They will not be made available to hire outside the Centre.

Headsets for radio microphones at the Centre contain Kevlar and have the potential risk of causing lacerations or strangulation. The headsets must be kept out of the reach of children at or below the age of 18 years and only used by those deemed competent to do so.

8.16 Security

Whilst all care will be taken, Council shall not be held responsible in any way for the loss of or damage to property placed in the Centre by the hirer, nor for any loss by the hirer through accident or failure of the electricity or other plant or by any unavoidable cause.

The Centre is secured and alarmed at all times when not in use, be that for hire or maintenance carried out by Centre staff.

Should you require access the Centre outside of Council's normal operating hours (8:30am to 5pm, Monday to Friday) a call out fee will be charged for this.

8.17 Curfew

Curfew for the Centre is 1am. Music and refreshments will cease at 12am as required by the liquor licence held by Council and attendees are not permitted to continue any later than the 1am curfew. Please ensure that you have vacated the building by 1am. Failure to do so may result in additional charges. Extension of the curfew may be permitted by applying to Council in writing prior to your hire date.

8.18 Liabilities and Insurance

The hirer shall not do, or neglect to do, or permit to be done, or let undone, anything which will affect Council's insurance policy/s in respect to fire or public risk in connection with the building. The hirer agrees to indemnify Broken Hill City Council to the extent that such policies are affected through any such act of commission or, omission.

Incorporated bodies, sporting clubs/associations and commercial groups, or commercial type bookings, must provide evidence of their current public liability insurance. A Certificate of Currency in respect of the function, for public liability coverage of not less than \$20 million must be provided to Council prior to the commencement of the function.

8.19 Security and Staff

In the case of touring events, the hirer, as promoter of a public event, will be required to have, at least one security staff capable of maintaining order at their event, this will be assessed on a cases-by-case basis dependent on the audience demographic attending the event. This will be arranged by Centre staff and applicable charges costed to the hirer. Confirmation of security requirements will be advised within 48 hours of the scheduled booking and will be booked based on number of tickets sold for an event.

Private security staff attendants engaged by a hirer shall be strictly confined to the duties required by their engagement and are prohibited from entering or searching the Centre for the purpose of locating or removing lost property, or property left in the Centre.

Two seats shall be reserved for the supervisors of stage performances as required by law.

8.19 Performance Rights and Copyright

In the case of a dramatic or other performance or a concert, the hirer shall not produce or perform or permit to be produced or performed, any dramatic or musical work in infringement of the copyright or performing rights of any owner of such right or rights and the hirer hereby indemnifies Broken Hill City Council against any claim for breach of copyright in connection therewith.

The hirer is responsible for any payments due under the Copyright Act 1968 and the hirer agrees to indemnify Broken Hill City Council against any action resulting from non-payment or non-compliance with copyright laws. The Centre or Council is under no obligation to ensure, prior to the use of the premises, that the activity for which the premises are hired does not infringe copyright.

8.20 Camera Use

The use of still cameras, video cameras, bioscopes or projecting lanterns shall be used within the Centre, or flashlight photographs taken, only with the consent of the Events Coordinator.

Warnings will be given prior to any public performance where the use of camera's is not permitted.

8.21 Disorderly Conduct

No obscene or insulting language, behaviour or damage to property shall be permitted in any part of the building or its grounds. The hirer is responsible for their patrons and guests behaviour whilst attending any function in the boundaries of the Centre. Council reserves the right to refuse admission to any person.

8.22 Notices

No notices, posters, banners or such shall be put up inside or outside the Centre without the consent of the Events Coordinator.

8.23 Food, Drink and Smoking

Smoking is not permitted in any area of the Centre, this includes the use of electronic cigarettes.

All staff and contractors engaged at the Centre who choose to smoke must do so in accordance with its Workplace Smoking Policy.

Food and drink is only permitted in designated areas. No alcoholic drinks are to leave the venue under any circumstances.

8.24 Compliance with Legislation

All Statutory Rules, provisions and regulations of the Federal and State Government, in particular the *Theatres and Public Halls Act 1908* and any *Entertainment Tax Act* and regulations thereunder for the time being in force, shall be complied with by the hirer.

8.25 Control and Use of the Centre

The general administration and control of the Centre is vested by Council and its duly appointed officers who shall exercise absolute discretionary power for the good order and control of such premises. The Events Coordinator shall have complete control and supervision over all means of entry and exit into the building and over the opening of doors and admission of the public and the hirer or his/her representative shall act under the Events Coordinator discretion in this respect.

Any volunteer or private attendants engaged by the hirer shall work under the discretion of the Events Coordinator and the instructions of the Events Coordinator shall be obeyed at all times.

The hirer will use the Centre in conformity with all laws, regulations or by-laws applicable thereto and not allow taking place therein any performance which in the view of Council is unsuitable, unruly, disorderly, objectionable or dangerous.

The hirer will dismantle and remove the production after the show on the last performance of the season immediately following the last performance, unless otherwise agreed by the Events Coordinator.

Hirers of the Centre shall leave the stage area and dressing rooms in a clean and tidy condition. The stage floor shall be cleaned of all fixings and props. Failure to do this, shall incur additional labour charges.

All hirers are to leave all areas of the Centre in a clean and tidy manner. If cleaning is deemed excessive post-event, the hirer will be charged accordingly.

The vacating of the venue by all patrons at the conclusion of the event is the express responsibility of the hirer.

8.26 Advertising

The advertising and promotion of the event or activity is solely the responsibility of the hirer. The hirer is responsible to pay Council should any advertising be done on the hirer's behalf. The Centre accepts no responsibility for any advertising or promotion of the hirer's event.

8.27 Performance and Events Rating

The hirer is solely responsible for ensuring that all advertising materials inform patrons of any offensive material. Furthermore the hirer shall indemnify the Centre, its employees and the Broken Hill City Council against any actions, costs, claims, charges, expenses and damages that may arise out of the hirer's failure to comply with the above.

8.28 Excessive Noise

The maximum sound frequency permissible in the Centre is 105 decibels.

8.29 Disputes

In the event of any difference or dispute arising as to the interpretation of the conditions, the matter shall be referred to Council's General Manager for their decision thereon and such decision shall be binding on the parties to the dispute.

Non-compliance with any of the above conditions will cause the implementation of extra cost to the hirer, retention of the bond, or cancellation of the hire booking. Any costs over and above the amount of the bond will become a debt recoverable from the hirer by the Council.



www.brokenhill.nsw.gov.au