Conditions of Cowra Civic Centre Hall Management Contract
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I. CONDITIONS OF CONTRACT

1. Functions and Duties under the Contract

1.1. Area to be Serviced

The areas to be serviced are within the interior of the Civic Centre Hall building and including the paved area outside the Entrance Foyer, glass on windows outside Foyer area, Entrance Foyer, Ticket Office, Auditorium, Stairways, “Green Room”, Upstairs Theatrette, Stage, Dressing Rooms, Kitchen, Bar, Toilets, Passageways and Storage Areas.

All areas in 1.1.1 above are to be provided for and maintained by Council. It is required that the Contractor at all times ensure the best presentation of the facility for users and hirers. Areas under the responsibility of the Contractor will be subject to regular inspections.

1.1.2 Management

The Contractor will be required to:

1.1.2.1. Be familiar with and adhere to all relevant legislation and regulations pertaining to places of entertainment together with disability access and Council’s Hiring Conditions and fees and charges applicable to the Civic Centre Hall.

1.1.2.2. Attain a working knowledge of all electrical and mechanical facilities, equipment and systems (internal and external) installed for use in the areas as defined in Clause 1.1.1.

1.1.2.3. Attain a working knowledge of existing layouts for the Civic Centre Hall and be competent to adjust the layouts within the limits of the Civic Centre Hall and the provisions of the Public Entertainment License.

1.1.2.4. Provide information for prospective hirers so that they may obtain the best use of the facilities available.

1.1.2.5. Discuss hiring arrangements with hirers or prospective hirers of the Civic Centre Hall by appointments made by the Contractor.

1.1.2.6. Receive bookings for the Civic Centre Hall in an emergency situation to the approval of the Director–Corporate Services or designated officer.

1.1.2.7. Report to the Director–Corporate Services or his designated officer and bring to his attention, in writing, any deficiency in the building or its facilities and equipment.

1.1.2.8. Attain knowledge of and adhere to all policies and procedures relating to Council’s requirement for staff behaviour and conduct including Code of Conduct and Operational Plan associated with the Civic Centre Hall and adhere to these requirements at all times.

1.1.2.9. Carry out a complete stocktake of all equipment and fixtures and submit to the Director–Corporate Services or his designated officer for appraisal at the
commencement of the contract period and by 30 June and 30 November each year thereafter.

1.1.2.10. Work in co-operation with Council staff to develop the annual maintenance and improvement budget adopted by Council over each twelve month period.

1.1.2.11. Obtain and maintain a current First Aid Certificate within six months of the date of signing this contract. The cost of the above will be met by Council and arrangements should be made with Council’s Director-Corporate Services to be included in the next available course.

1.1.2.12. Be contactable by mobile phone with appropriate message recording during business hours of 8.30am to 4.30pm Monday to Friday.

1.1.3. Maintenance and Presentation

The Contractor and or employee of the contractor, shall attend all functions and:

1.1.3.1. Contractor is to maintain personal grooming to a high standard, provide and wear a uniform always in a clean and tidy condition at all hired functions, the design of which is to be approved by Cowra Shire Council. A work or “drill” uniform may be worn whilst undertaking maintenance work and a more suitable uniform is to be worn during hiring functions. Uniforms with logo and suitable wording are to be approved and purchased no later than <agreed date>.

1.1.3.2. Check the building before a hiring commences and take action as necessary to ensure that all parts of the Civic Centre Hall, ancillaries and equipment are in a clean and fit condition for use and that all services required are provided and all facilities are operating satisfactorily.

1.1.3.3. Open the building prior to the hired time for commencement and remain in attendance at all functions during the whole of the time during which the Civic Centre Hall is hired unless instructions to the contrary are received from the Director–Corporate Services or his designated officer or where 1.1.3.5. is operative.

1.1.3.4. The Council is prepared to consider an arrangement whereby a limited number of regular users of the Civic Centre Hall, who have applied in writing and have been approved by the Director-Corporate Services may be permitted to use the hall without direct supervision by the Contractor. The Contractor is to liaise directly with the Director- Corporate Services and prepare a procedure for such eventualities. No organisations are permitted to hire the hall without the Contractor being present until this procedure is approved for each individual organisation.

1.1.3.5. Exercise supervision and control as may be necessary to prevent damage to property or the depositing of rubbish in and on areas, as defined in Clause 1.1.1. and using their discretion as required, to contact the hirer or their security staff during the conduct of the event, to remedy the situation and further, should problems arise concerning the conduct of sale and dispensing of alcohol at a licensed event that such matters be referred directly to the hirer to be rectified.
1.1.3.6. Take all reasonable steps to ensure that the standard of behaviour of persons using the premises in areas as defined in Clause 1.1.1. is not offensive or objectionable.

1.1.3.7. Assume an attitude of tact and assistance to the hirer in exercising control but contact Cowra Police or the Director–Corporate Services or his designated officer in an emergency.

1.1.3.8. Check and ensure that all facilities are left in a safe and secure condition and extinguish all lights at the conclusion of each hiring and close and lock all windows and entrance doors to the building.

1.1.3.9. Inspect the building and its facilities before and at the conclusion of each function or hiring, make a permanent record of such inspections and provide a copy of the reports each week thereon to the Director–Corporate Services or his designated officer.

1.1.3.10 Ensure that privately owned equipment/materials are not permanently or semi-permanently stored on the premises except where required for rehearsals and/or productions.

1.1.4. Civic Centre Hall Arrangement

1.1.4.1 Set up Council owned furniture/fittings prior to all bookings to the requirements given by the hirer.

1.1.4.2 Remove furniture to storage in a clean condition as soon as practicable after functions.

1.1.4.3 The contractor is to monitor bookings on a daily basis and where one booking immediately follows another, he is to advise the second booking of the earliest time for access to the hall, which is to be no later than 12 noon on the day of their event.

1.1.4.4 Should any circumstances arise where the 12 noon time in clause 1.1.4.3 is likely to be exceeded, the Director-Corporate Services is to be advised prior to any contact with the second hirer.

1.1.5. Frequency of Service

1.1.5.1 Contractor shall ensure that the presentation of the facilities is to the high standard expected by the Council and the public.

1.1.6. General Conditions

1.1.6.1 The Council’s point of contact in respect of this contract is only with the Contractor who is solely responsible to ensure that all the works required by the specification are undertaken and completed in a timely efficient and professional manner, with Council supplying materials and equipment, toilet tissues, paper towels, hand soap, light bulbs and fluorescent tubes, teak oil and carpet shampoo.
1.1.6.2. The Contractor may employ staff to assist in the work specified in this contract subject to the presentation to Council of a current Workers Compensation policy before any such employees are engaged.

1.1.6.3. The Contractor in anticipation of his own absence or leave is to nominate to the Director-Corporate Services, his employee who is to be the point of contact for that period of leave or absence together with the person's full contact details.

1.1.6.4. The Contractor or his registered employee/s shall not employ other persons to assist in the management or cleaning of the premises to which this specification refers unless approval has been granted in writing by the Director–Corporate Services.

1.1.6.5. The Contractor or person appointed by him with the approval of the Director–Corporate Services or his designated officer shall personally execute or supervise all the works included in the specification.

1.1.6.6. The Contractor shall comply with the conditions of the Local Government Award applicable hereto, and in so doing shall accept full liability for all matters appertaining to the employment of staff and the use of his/her own labour (minimum $20 million Public Liability).

1.1.6.7. The Contractor shall carry out and provide copies of such insurances so that the Council will be indemnified against any claim arising from work carried out under this specification, copies of which are to be provided to Council at the commencement of the contract period.

1.1.6.8. The Contractor shall provide to the Director–Corporate Services on a quarterly basis or as required in the case of larger issues, a report detailing all work activities carried out during the preceding months.

1.1.6.9. The Contractor shall check bookings on a daily basis and acknowledge each booking by mail within 72 hours and further, following each function, shall raise a detailed account for hiring fees and present them to the Accounts Payable Officer for processing.

1.1.6.10. The Contractor shall check with the Director–Corporate Services or his designated officer before ordering and/or purchasing any equipment/items required for use in the facility.

1.1.6.11. The Contractor shall make a record of all assets associated with the Civic Centre Hall and continually update the information on a regular basis. The information is to be provided to the Director–Corporate Services on a six (6) monthly basis, and/or as requested. Falling due on 30 June and 30 November each year.

1.1.6.12. Council will provide a computer and printer and consumables for the purposes of producing reports and certain promotional material and a mobile telephone for contract use.

1.1.6.13. Council will provide; cleaning materials chemicals and necessary consumables and equipment required for the contract conditions.
1.1.6.14 Use of the light and sound equipment for functions is only to be used by the Contractor or under the direct supervision of the Contractor unless hirers of equipment are professional technicians.

1.1.6.15 Contractor is to supply his/her own vehicle and hold a current drivers license.

1.1.6.16 Contractor to revise and report to the Director–Corporate Services the income and expenditure of the Civic Centre Hall at the end of each 3 month period.

1.1.7 Hours of Work

1.1.7.1 The Contractor shall be required to work irregular hours as indicated by the bookings received and complete the specifications of this contract within the hiring conditions. Extenuating circumstances are to be discussed on a case by case basis with the Director-Corporate Services.

1.1.8 Rate of Pay

1.1.8.1 No overtime, sick leave, penalty rates, leave loading is applicable to this contract.

1.1.8.2 Remuneration will be subject to the approval of Council of a sum per annum or part thereof including GST and includes all work and items provided by the contractor unless specifically excluded, subject to the following:

- The sum being paid to the Contractor by way of fortnightly payments including GST;

- A valid tax invoice being submitted to Council at the commencement of the contract period.

- Indexation is applicable on the anniversaries of the commencement based on the ABS Sydney All Groups Consumer Price Index.

1.1.9 Restricted Hours

1.1.9.1 The Contractor may carry out the work at any time of the day or night subject to the restrictions included elsewhere in this specification and/or Council’s Conditions of Hire.

1.1.9.2 The Contractor shall not disturb or interfere with the privacy of the hirer or any member of the public during the course of any function or the preparation thereof except in circumstances otherwise mentioned.

1.1.9.3 No maintenance or cleaning work shall be carried out during the course of any function. The Contractor should use this time for supervision and general administration.

1.1.10 Contract Term

1.1.10.1 The term of the contract shall be for a period of four years from the agreed day of commencement of the contract. The contract is to be reviewed at the conclusion of forty two (42) months and a decision made whether to offer a new contract to the existing contractor or to re-advertise the Contract. Subject to
satisfactory performance the Council will not unreasonably provide an extension of a further two years.

1.1.11. Termination of Contract

1.1.11.1. The Contractor may terminate the contract on three (3) months written notice given to the General Manager by Certified Mail.

1.1.11.2. The Council may terminate the contract on one (1) months written notice given to the Contractor by Certified Mail if it considers that the Contractor is not fulfilling the terms of the specification to this contract, only after giving reasons for dissatisfaction to the Contractor in writing by ordinary mail on two occasions.

2. CONTRACT INFORMATION

2.1 Project and Contract

2.1.1. Project and Contract Name

The Project and Contract name is Management of the Civic Centre Hall.

2.1.2. Area to be Serviced

[Clause 1. General Conditions of Contract]

The areas to be serviced are:

The paved area outside the Entrance Foyer, Ticket Office, Auditorium, Stairways, Upstairs Theatrette, Outside Balcony, Stage, Dressing Rooms, Kitchen, Bar, Toilets, Passageways and Storage Areas.

2.1.3. Description of Functions and Duties

[Clause 1. Conditions of Contract]

The Functions and Duties of the Contractor are as specified in the following clauses of the General Conditions of Contract:

1.1.1. Area to be Services
1.1.2. Management
1.1.3. Maintenance and Presentation
1.1.4. Civic Centre Hall Arrangement
1.1.5. Frequency of Service
1.1.6. General Conditions
1.1.7. Hours of Work
1.1.8. Rate of Pay
1.1.9. Restricted Hours
1.1.10. Contract Term
1.1.11. Termination of Contract
2.2 Principals Details

2.2.1. Principal

The Principal is Cowra Shire Council.

2.2.2 Principal’s Authorised Person

The Principal’s Authorised Person is Mr Graham Apthorpe.

2.2.3 Notices to the Principal

Notices must go to the Principal’s Authorised Person listed above, at the address or number shown here:

Office address (for delivery by hand):
Cowra Shire Council
116 Kendal Street
COWRA NSW 2794

Postal address (for delivery by post):
Cowra Shire Council
Private Bag 342
COWRA NSW 2794

Facsimile number: (02) 6340 2011
Email address: gapthorpe@cowra.nsw.gov.au

2.3 Contractor’s Details

2.3.1 Contractor

The Contractor is ..............................................................

2.3.2 Contractor’s Authorised Person

The Contractor’s Authorised Person is .......................................  

2.3.3 Contractor’s Supervisor

[Clause 2.2.2. Contract Information]

The Contractor’s Supervisor is Graham Apthorpe.
2.4 **Notices to the Contractor**

Notices must go to the Contractor at the address or number shown here:

Office address (for delivery by hand and postal address):

........................................................................................................
........................................................................................................

Facsimile number: ..............................................................................

Email address: ......................................................................................

2.5 **Date and Times**

2.5.1 **Date of Contract**

Date of Contract is the date of the Contractor’s signature in acceptance of the Letter of Engagement.

2.5.2 **Date of Commencement**

Date of Commencement: .................................................................

2.5.3 **Term**

[Clause 1.1.10. Conditions of Contract]

The Term is **Four (4) years**.

2.6. **Insurance**

2.6.1 **Public Liability Insurance**

[Clause 1.1.6.6. Conditions of Contract]

Minimum cover $20 Million.

2.7. **Workers Compensation Insurance**

[Clause 1.1.6.2. Conditions of Contract]

2.7.1 Minimum cover as required by law.
2.8. Payments

2.8.1 Contract Price

[Clause 1.1.8. Conditions of Contract]

Contract Price: $\ldots\ldots\ldots\ldots$ per annum inclusive of GST to be indexed annually by the All Groups (Sydney) Consumer Price Index.

2.8.2 Type of Payment

[Clause 1.1.8. Conditions of Contract]

The method of payment will be Fortnightly payments in arrears of $\ldots\ldots\ldots$ inclusive of GST.

2.9. Invoices

Prior to any payments being made the Contractor must submit to Council a valid tax invoice for the Contract Price.

3. SIGNATURES

I hereby acknowledge that I have a full understanding of all conditions/requirements as outlined in this document.

Contractor’s Signature(s):

Name of Person(s):

Witness Signature:

Name of Witness:

Signed on behalf of COWRA SHIRE COUNCIL

General Manager’s Signature(s):

Name of Person(s): Paul Devery

Date: