

Rowville Secondary College Performing Arts Centre Agreement for Conditions of Hire

Definitions

In this agreement the following definitions apply.

PAC – Performing Arts Centre

Projected Hire Costs - Means the estimate of the event charge specified in the agreement for conditions of hire.

1. Application

- Application for use must be made to Rowville Secondary College PAC Manager on the prescribed form.
- A booking can be considered confirmed only when the PAC Manager has received a signed agreement from the applicant undertaking to comply with all conditions of hire, together with the required Full Payment and contract documents.
- Advice that the Performing Arts Centre is available for hire at a particular time does not constitute a booking for that time.
- College Council reserves the right to refuse any application for hire without assigning a reason.
- The principal or delegate shall have free access to all facilities at any time

2. Deposits and Payment

- Payment for hire shall be according to the Scale of Rates Schedule (*Appendix 2*).
- Full payment of projected hire costs is required to confirm bookings.
 - In the instance that damage is caused to any part of the facility as a result of the hiring or if undue cleaning of the facility is required before next occupancy, payment from the hirer will be required to recover costs.
 - The Principal or delegate shall be the judge of such needs.
 - Refer to sections 6 & 7 re Damage and Cleaning
- Hirers are required to pay the full balance of their account within 7 days of the hirer's receipt of the invoice.

3. Cancellation of Bookings

By the Hirer

- Where written notification of cancellation is received by the PAC Manager more than ninety (90) days prior to the event, a full refund will be granted.
- Where written notification of cancellation is received by the PAC Manager more than sixty (60) days and less than ninety (90) days prior to the event, 25% of the projected hire costs will be retained and the remaining monies refunded.
- Where written notification of cancellation is received by the PAC Manager more than thirty (30) days and less than sixty (60) days prior to the event, 50% of the projected hire costs will be retained and the remaining monies refunded.
- Any cancellation notification received less than thirty (30) days prior to the event will incur the full projected hire costs with no eligibility for refund.

By the College

- In the unlikely event that the College needs to cancel a booking for which a deposit has been received, it may be cancelled and no charge will be made on the Hirer. The Hirer agrees to accept and to be held to have consented to such cancellation and to have no claim at law or in equity for loss or damage in consequence thereof.

- The College shall not be held liable for any interference, disruption or enforced cancellation of any part of a booking, which is caused by civil disturbance, industrial action, act of God or any circumstance, which is beyond the control of the College.
- The College has the discretion to prohibit any performance or event which is objectionable or dangerous or which would be detrimental to the reputation of the College. It will be the College's discretion to return to the Hirer any monies paid in respect of this hiring, less any expenditure undertaken on the Hirer's behalf. The Hirer agrees to accept and to be held to have consented to such cancellation and to have no claim at law or in equity for loss or damage in consequence thereof.

4. Transfer or Assigning of Hiring

- No hiring can be assigned or sublet to another person or transferred to another date without the written consent of the College.

5. Safety Procedures and Insurance

- The College will endeavour to maintain all facilities in a safe condition – however **\$10,000,000 PUBLIC LIABILITY INSURANCE COVER FOR ANY ONE EVENT IS THE RESPONSIBILITY OF THE HIRER.**
- Evidence that the insurance policy has been purchased must be provided prior to hire. A copy should be attached to this Conditions of Hire contract.
- The Hirer will not permit any action as to void any insurance policy maintained by the College and must pay upon request any premium increase charged to the College as a result of proposed or actual Hirer's activities
- The Hirer shall not do or neglect to do anything that may reduce the protective cover on the College's insurance policies. The Hirer shall indemnify the College to the extent that its policies are so affected
- The Hirer may be required to provide insurance in respect of insurable risks that the College may nominate.

All electrical equipment brought onto College premises must be compliant with regulation AS/NZS 3760:2001

The College will take NO responsibility for the safety of equipment belonging to the Hirer left in any facility

- No provision for First Aid is made by the College for the Hirer's use
- It is important that all set, costumes and props supplied by the Hirer are constructed and utilised safely.
 - The College accepts NO responsibility for any equipment supplied by the Hirer or their agents and the College reserves the right to prohibit any equipment supplied by the Hirer for use in the venue if, in the opinion of the College, such equipment may cause damage to the venue or harm personnel.
 - If in the opinion of the College, the construction and / or placements of scenery, props, costumes etc. are likely to present a hazard, the Hirer will be asked to either remove or reposition such set pieces.
- Fire and Emergency Exits must be kept clear at all times. All aisle ways and internal doorways must remain unrestricted at all times.
- All cables etc. laid across walkways must be taped and or covered to avoid tripping hazards.
- Prams and pushers are not allowed in the auditorium as they present a tripping hazard in case of evacuation.
- Children must be supervised at all times. Whether they are part of the performance or a part of the audience, children are not permitted to be unsupervised in any part of the Performing Arts Centre at any time.
- The Hirer is expected to maintain essential Workcover, worker's compensation and employer's liability insurance with a reputable insurer covering the employees, volunteers, agents and contractors of the Hirer.

6. Damage

- The Hirer will be responsible for and will immediately pay to the College the cost incurred for any damage beyond fair wear and tear to the Performing Arts Centre, its property, fittings, furniture, curtains and equipment either mechanical or electrical therein, caused by and incurred during the hiring period.
- Cost to damaged items will be calculated at full, new replacement value.
- The Hirer will be responsible for and will pay the College the cost of any additional cleaning incurred by the actions of the Hirer or any agent of the Hirer over what would be determined by the College to be the normal requirement. (*refer Section 7*)
- No floors, wall or any part of the building may be broken or pierced by nails, screws or other means. (*also refer Section 8*)
- No scenery, fittings, smoke machines, pyrotechnic devices, slide or film projection apparatus, electrical or TV installation, decorations, posters, advertisement, flags, shields or emblems can be erected, fixed, hung or displayed in or on the building without the previous consent of the College.

7. Cleaning (*To be read in conjunction with Section 6*)

- Many commonly used materials often cause undue mess and subsequently attract additional cleaning charges which will be immediately due and payable by the Hirer. For your benefit, the following is a list of items that require prior approval of the College before use on stage or within the venue:
 - Masking Tape
 - Water Pistols
 - Smoke Machines
 - Hay, straw & other bailed material
 - Flour bombs containing other like substances
 - All form of pyrotechnics
 - Balloons as used in a drop or helium filled
 - Stroboscopic effects lasting longer than 15 seconds
 - Glitter that is to be thrown or dropped and not used as part of the set dressing, make up or costume fabric.

This list is not exhaustive, and other items of question should be brought to the attention of the College by the Hirer. Failure to do so may result in the item not being allowed in the Performing Arts Centre, or attracting additional charges.

8. Other Hirer Responsibilities & Liabilities

The Hirer shall not:

- Gain access to the theatre before the time stated on the contract.
- Under any circumstance, admit audience to the Performing Arts Centre in excess of its normal capacity, as set out in the booking documents. The College has the discretion to prevent the commencement or halt the performance should the capacity be exceeded, or the aisles and doorways not be clear.
- Permit the level of noise from any entertainment in the Performing Arts Centre to exceed the level recommended by the National Health and Medical Research Council of Australia viz: 100dB per half hour per day. The noise level shall be measured at a height of one metre above the floor at points nominated by the College.
- Attach anything by adhesive, nails, screws, or any other means to any part of the facility without express written permission of Council.
- Permit smoking or the use of illegal substance in any part of the College grounds or buildings.
- Permit food or drink to be taken into the Auditorium
- No alcohol may be taken on to school premises without express written permission of Council
- Allow a naked flame of any kind to be used in any part of any school building
- Permit any form of gambling to occur on College premises.
- No raffle may be conducted in the Performing Arts Centre unless prior approval in writing has been obtained from the College and then only if appropriate registration has been received from the Casino and Gambling authority (and sighted by the Communications Officer).
- Produce advertising material, bearing the College name or logo, without the approval of the College.

The Hirer shall

- Conform to the requirements of the Occupational Health and Safety Act, Theatres Act, Local Government Act, Liquor Control Act and any other relevant act, relevant by-laws, rules or regulations made there under and shall be liable for any breach of any such acts, by-laws, rules or regulations.
- Be responsible for the maintenance and preservation of good order in the Performing Arts Centre and its environs throughout the whole duration of the hiring period.
- Be liable for any loss or damage of any article or thing sustained by the Hirer or person, firm or corporation supplying such article or thing to the Hirer. Neither the College nor any of its officers shall be liable for any such loss or damage and the Hirer shall indemnify the College with respect to any such claim.
- Take full responsibility for all copyright and royalty arrangements where performances involve these and indemnify the College against any infringement.
- Seek approval from the College before allowing any person(s), even if suitably trained and qualified, to use the sound and lighting equipment.
- Immediately clean all spillages to carpet; additional cleaning may be charged to the Hirer. (*refer Section 7*)
- Leave the Servery in a clean and tidy state (any additional beverage or food requirements, beyond basic snack-bar service, must be discussed with the PAC Manager and approved by the College.
- Ensure that stiletto heels and tap shoes are not worn on the stage area and that carpet is placed beneath any band, unless specific written approval has been obtained from the College.
- Not adjust stage lighting without prior approval by the College. In the event of student technicians being required to change lighting, additional charges, at the set rate, will apply. Any lighting changes to the House Rig must be reset at the conclusion of the hire period at the Hirer's expense
- Return all College equipment to the appropriate storage areas,
- Ensure that the Hirer's equipment is stored in the allocated area, or removed on completion,
- Only use the facilities and equipment agreed to during the hiring hours in this contract and stack chairs or tidy all loose furniture within the Performing Arts Centre after use.

9. The College retains the right to, without notice, immediately terminate this agreement, remove any Hirer and persons associated with any hiring if the college, in its absolute discretion, forms the view that any of the conditions in this document are not adhered to.

10. Indemnity

The hirer hereby releases and indemnifies the college, its office bearers, directors, employees, agents, successors and assigns against all actions, claims (including third party claims), demands, injuries, death (including injuries and death of a third party), losses and/or damages and suits (including but not limited to legal costs on a full indemnity basis), which are made or brought by any person or entity against the College arising out of (albeit directly or indirectly) or as a consequence of or in connection with the hire of the Rowville Secondary College Performing Arts Centre.

11. Signatories to this Agreement (Complete appropriate section)

11.1 Hire by an Individual

I _____ (please print name),

Of _____ (please print address)

Undertake and agree to comply with, and be bound by, all aspects of the Conditions of Hire agreement for the

Rowville Secondary College Performing Arts Centre.

Please attach a proof of identity & a copy of Public Liability Insurance Cover.

Signature of Applicant: _____ **Date:** _____

Witness Signature: _____ **Print Name:** _____

Date: _____

Signed on Behalf of Rowville Secondary College by _____

Date: _____

11.2 Hire by an Organisation / Company

To be completed by a Director, Company secretary or authorised executive member of the organisation

I _____ (please print name),

On behalf of _____ (please print name of organisation),

Undertake and agree to comply with, and be bound by, all aspects of the Conditions of Hire agreement for the

Rowville Secondary College Performing Arts Centre.

Please attach a copy of authorisation from organisation and a copy of Public Liability Insurance Cover.

Signature: _____ **Date:** _____

Print Name: _____

Official position within the organisation: _____

Signed on Behalf of Rowville Secondary College by _____

Date: _____