

River Gum Performing Arts Centre

Conditions of Hire

In this context “River Gum Primary School and Hampton Park Secondary College” (represented by the Principal’s or their Nominee) is referred to as “The COMMITTEE OF MANAGEMENT” and the person making the application is referred to as “The User”.

1. APPLICATION

- 1.1 Applications to hire the River Gum Performing Arts Centre must be:
 - (a) Made on the application form available from the Primary School Administration; and
 - (b) Signed by **The User**.
- 1.2 By signing the application or making payment of the bond, **The User** agrees that, upon approval of the application by **THE COMMITTEE OF MANAGEMENT**, **THE USER** is legally bound by and must comply with these conditions.
- 1.3 If **THE USER** applies on behalf of an organisation or group of persons, **THE USER** must, if requested by **THE COMMITTEE OF MANAGEMENT**, provide evidence of **THE USER’S** authority to make the application for the organisation or persons.
- 1.4 **THE USER** applying on behalf of an organisation or group of persons is personally liable to pay all money payable under these conditions and to comply with these conditions.
- 1.5 If these conditions prohibit **THE USER** from doing a thing:
 - (a) **THE USER** must do everything necessary to ensure that **THE USER’S** guests and Agents do not do that thing; and
 - (b) **THE USER** may not allow or cause any person to do that thing.
- 1.6 If these conditions require **THE USER** to do something (other than pay money or indemnify **THE COMMITTEE OF MANAGEMENT**) **THE USER** must do everything necessary to ensure that **THE USER’S** Guests and Agents do that thing.

2. DEPOSIT/ BOND

- 2.1 **THE USER** must pay a deposit (BOND) to **THE COMMITTEE OF MANAGEMENT** when lodging the application.
- 2.2 **THE COMMITTEE OF MANAGEMENT** will decide the amount of the Bond in each case and may fix different amounts for different **USERS** as it sees fit. If **THE USER** has paid a Bond and **THE COMMITTEE OF MANAGEMENT** decides in its absolute discretion to require a larger Bond, **THE COMMITTEE OF MANAGEMENT** may approve the application conditionally on **THE USER** paying the larger deposit. If **THE USER** does not pay the larger Bond within any time specified by **THE COMMITTEE OF MANAGEMENT**, the application will be treated as refused.
- 2.3 **THE COMMITTEE OF MANAGEMENT** may apply the Bond to cover:
 - (a) The cost of any damage to the Centre or the Building or any of **THE COMMITTEE OF MANAGEMENT’S** property in them; or
 - (b) The cost of any cleaning of any part of the Building used for **THE USER’S** event which, in the opinion of **THE COMMITTEE OF MANAGEMENT**, exceeds that normally required; or
 - (c) Any money payable or likely to become payable by **THE USER** to **THE COMMITTEE OF MANAGEMENT** under these conditions; or
 - (d) Any loss or damage incurred or suffered by **THE COMMITTEE OF MANAGEMENT** because of a breach of these conditions by **THE USER**.
 - (e) any money payable by **THE USER** as a result of extra time charged due to condition 6.8or any combination of those things. Without limiting the discretion of **THE COMMITTEE OF MANAGEMENT** any rubbish left within the Centre and not stored in the receptacles provided or sets/properties/costumes left within the Centre and not removed within guidelines set down in conditions 7 – 7.3 and any spillage of food or drink will automatically be treated as exceeding normal cleaning requirements.

- 2.4 THE USER must pay any further amount in excess of the Bond required to cover any of the things referred to in condition 2.3 when demanded by THE COMMITTEE OF MANAGEMENT. The decision of THE COMMITTEE OF MANAGEMENT on the amount of the Bond to be applied towards any of the things referred to in condition 2.2 or on any amount in excess of the Bond which THE USER must pay for those things is binding and conclusive.
- 2.5 If THE USER breaches any of these conditions, THE COMMITTEE OF MANAGEMENT may treat the Bond as forfeited to and as the absolute property of THE COMMITTEE OF MANAGEMENT as liquidated damages. This condition 2 does not prevent THE COMMITTEE OF MANAGEMENT from recovering any amount exceeding the Bond as damages for breach of these conditions by THE USER and this condition 2 is without prejudice THE COMMITTEE OF MANAGEMENT'S other rights and remedies against THE USER.
- 2.6 If in the opinion of THE COMMITTEE OF MANAGEMENT:
- (a) THE USER has complied with these conditions; and
 - (b) After the event is completed there is no damage to the building or THE COMMITTEE OF MANAGEMENT property in it; and
 - (c) There is no cleaning of the kind referred to in condition 2.3 to be done
- THE COMMITTEE OF MANAGEMENT must refund an amount equal to the Bond to THE USER.

3. HIRING CHARGES

- 3.1 The hiring charges ("Hiring Charges") for the Performing Arts Centre are set out in THE COMMITTEE OF MANAGEMENT schedule of hiring charges as varied by **THE COMMITTEE OF MANAGEMENT** from time to time.
- 3.2 **THE USER** must pay the relevant Hiring Charges on the later of:
- (a) the date that is 2 weeks before the proposed event; or
 - (b) the date the application is made.
- 3.3 Unless **THE USER** notifies **THE COMMITTEE OF MANAGEMENT** in writing that he or she agrees to pay the charges set out in a notice given by **THE COMMITTEE OF MANAGEMENT** under this condition 3.3, by returning the signed application form, the application will be treated as refused.

4. CANCELLATION OF BOOKINGS BY THE USER

- 4.1 If **THE USER** or a person purporting to act on behalf of **THE USER** gives notice cancelling a booking and that notice is received by **THE COMMITTEE OF MANAGEMENT**:
- a. 1 month or more before the Event, **THE COMMITTEE OF MANAGEMENT** may retain 50% of the Bond for that Event and must refund the other 50% of the Bond to **THE USER**; or
 - b. less than 1 month before the Event, **THE COMMITTEE OF MANAGEMENT** may retain all of the Bond

5. CANCELLATION OF BOOKINGS

- 5.1 **THE COMMITTEE OF MANAGEMENT** reserves the right to refuse to approve any application, or cancel any booking, without giving any reason.
- 5.2 If **THE COMMITTEE OF MANAGEMENT** cancels a booking under this condition 5, **THE COMMITTEE OF MANAGEMENT** must return the Bond and Hiring Charges (if any) paid by **THE USER** as soon as possible.
- 5.3 If **THE COMMITTEE OF MANAGEMENT** cancels a booking under this condition 5, **THE USER**:
- a. may not make any claim or take any action of any kind for any loss or damage caused by the cancellation or seek compensation as a result of the cancellation; and
 - b. must accept the return of the Bond and Hiring Charges.

6. THE USER'S USE OF THE PERFORMING ARTS CENTRE

- 6.1 **THE USER** may only use those parts of the Centre specified by **THE COMMITTEE OF MANAGEMENT** as available for use. A \$100.00 fine will be enforced for each and every breach of any secure area/s. The Hirer will provide a responsible person, who will have an operational mobile phone, during the period of hire.
- 6.2 **THE USER** will ensure that designated parking areas only are used AT ALL TIMES.
- 6.3 **THE USER'S** rights under these conditions are only contractual. **THE USER** is not given any right over or interest (including, without limitation, any tenancy) in the Performing Arts Centre or the Building.

- 6.4 **THE USER'S** use of the Performing Arts Centre will be under a non-exclusive licence and, without limitation the Principal, Centre Manager, Facilities Coordinator or any person so appointed by **THE COMMITTEE OF MANAGEMENT** will be entitled to free access to all parts of the Centre at all times during any Event or period during which the Performing Arts Centre is hired to **THE USER**.
- 6.5 **THE USER** may not transfer or assign its booking of the Performing Arts Centre without the written consent of **THE COMMITTEE OF MANAGEMENT**.
- 6.6 **THE USER** may not allow the Performing Arts Centre to be used during the time it is booked:
- (a) for any purpose other than the Event; or
 - (b) by any person or organisation other than **THE USER** or the organisation on behalf of which the application was made for the purposes of the Event.
- 6.7 **THE USER** must immediately comply with any directions or requirements of any officer of **THE COMMITTEE OF MANAGEMENT** in relation to **THE USER'S** use of the Centre.
- 6.8 **THE USER** must depart the premises by the time specified in their Application for Hire or Invoice. If **THE USER** has not departed the premises, penalty rates of one and a half times the agreed hourly rate at the time of completion of the event, may be charged until **THE USER** has cleared the premises, which includes buildings, car parks or any part of the premises which must be locked or alarmed after use. This charge will be applied in half hour increments and invoiced at a date after the completion of hire but prior to the return of **THE USERS** bond.

7. EMERGENCY MANAGEMENT PROCEDURES

THE USER agrees to allow the display of the Performing Arts Centre emergency evacuation routes slide to be displayed as the audience is entering the theatre prior to a performance and/or make an announcement to the complete audience prior to commencement of the performance indicating the location of the emergency exits.
THE USER may not obstruct or allow to be obstructed any emergency exits at any time throughout the hire period

8. DAMAGE

The USER undertakes to pay the cost of any damage, which is done to the building or equipment during the hire period. **The COMMITTEE OF MANAGEMENT'S** assessment of the damages shall be taken as final and **the USER** immediately on request shall pay such amount. Any deposit or bond may be used to pay all or part of cost of such damage.

9. THE USER'S PROPERTY

- 9.1 Scenery, properties and accessories [**THE USER'S** property] pertaining to any booking will not be permitted in the premises earlier than the day of the first booking and shall normally be cleared from the premises not later than 8.30 a.m. on the morning after the last performance. Access to the building for any other purpose will be strictly for the period of the booking only.
- 9.2 If **THE USER** brings any of **THE USER'S** property into the Building, **THE USER** must remove it from the building before 10.00am on the day following. Failure to do so will incur additional fees for each day or part of a day during which **THE USER'S** property remains in the Building after that time.
- 9.3 Despite conditions 9.1 & 9.2, **THE COMMITTEE OF MANAGEMENT** may treat **THE USER'S** PROPERTY as abandoned and deal with it in any manner **THE COMMITTEE OF MANAGEMENT** sees fit if **THE USER** has not removed **THE USER'S** PROPERTY from the Building on time.
- 9.4 **THE USER'S** PROPERTY remains at **THE USER'S** risk at all times.
- 9.5 **THE USER** indemnifies **THE COMMITTEE OF MANAGEMENT** against:
- (a) damage caused to the Building by the installation or removal of **THE USER'S** PROPERTY; and
 - (b) any liability or loss arising from and any costs, charges and expenses incurred in connection with **THE COMMITTEE OF MANAGEMENT** acting under this condition

10. NO CONSTRUCTION OF SCENERY OR PROPS

- (a) No scenery, fittings or decorations shall be constructed or painted inside or outside the building.
- (b) The floors, walls and any parts of the building shall not be pierced or broken by nails, screws, or any instrument.
- (c) No naked flame of any kind shall be used in any part of the building
- (d) Nothing can be attached in any way to any curtain or curtain track

11. CLEANING

- 11.1 **THE USER** will ensure that the Performing Arts Centre is left exactly as it is presented to them and undertake the following responsibilities;
- 11.1.1 **ALL** rubbish and refuse is placed in the receptacles provided
 - 11.1.2 The Stage, Holding Room and Prop Storage areas are swept
 - 11.1.3 The Kitchen/Kiosk is cleaned as per instructions on the notices therein
 - 11.1.4 Traffic areas are vacuumed, said areas include Main Foyer, Hallways, Corridor and Canteen
 - 11.1.5 All areas including the toilets are left neat and tidy

12. FOOD & DRINKS

- 12.1 No food, ice cream, confectionery and drinks of any kind are permitted within the Theatre Auditorium with the exception of bottled water.
- 12.2 **THE COMMITTEE OF MANAGEMENT** must be informed in writing, of any props involving food, beverages or liquids used on stage and reserve the right to refuse permission for such items to be used.

13. ANIMALS

No animals, with the exception of licenced Assistance Dogs, are permitted within the building.

14. CONFETTI/GLITTER

THE USER must not and must ensure that no person attending the Event uses Confetti/Streamers or Glitter or similar articles of decoration in the Performing Arts Centre at any time.

15. OCCUPATIONAL HEALTH & SAFETY

THE USER must ensure that relevant guidelines of Health & Safety Acts are met.

16. OPERATION OF THE CONTROL ROOM AND EQUIPMENT THEREIN

No person(s) may operate THE CONTROL ROOM EQUIPMENT at any time, other than the Event Manager or an operator approved by the Event Manager or Committee of management. The cost of such operator is addressed in the Hire Cost clause.

17. LIGHTING

- 17.1 No additional lights shall be used by **THE USER** without consent of the Event Manager or Committee of management.
- 17.2 At the conclusion of **THE USER'S** use, **THE USER** shall return all stage lighting facilities to their original place. Failure to comply will incur additional fees.

18. FIXTURES TO BUILDING

No fixture, addition, device or instrument, be it mechanical, chemical, electrical, electronic or other, may be placed or used within the premises or immediate area unless specifically agreed to in writing by **THE COMMITTEE OF MANAGEMENT**.

19. SMOKING

- 19.1 Smoking is **STRICTLY PROHIBITED** in all areas of the Building and outside the building in areas included in the school premises. **THE USER** undertakes the responsibility of informing Patrons and enforcing this rule. Failure to comply may incur fines of up to \$2000.00.
- 19.2 **THE USER** must apply in writing to **THE COMMITTEE OF MANAGEMENT** for permission to use any smoke or dry ice machines or if they intend to use any pyrotechnic or similar devices. Any such devices must be operated by person(s) with:
- a. A thorough understanding of the operational and safety guidelines.
 - b. Relevant Licenses and training (copies of documents must be provided to **THE COMMITTEE OF MANAGEMENT** upon request).

20. ALCOHOL CONTROL

No alcohol will be permitted on the premises without the written permission of **THE COMMITTEE OF MANAGEMENT**.

21. GAMBLING

No gambling will be permitted on the premises except with written permission of **THE COMMITTEE OF MANAGEMENT**.

22. PERFORMING RIGHTS

THE USER shall not produce or perform or permit to be produced or performed any dramatic or musical work in infringement of the copyright or performing right of any owner of such right or rights. **THE USER** totally indemnifies **THE COMMITTEE OF MANAGEMENT** against any claim for breach of copyright in connection herewith.

23. RECURRING OR ANNUAL BOOKINGS

- 23.1 It is the responsibility of **The User** to book "recurring", "follow up" or "annual" bookings. There is no presumption that a user who has hired the facility on any particular date has any rights or reservations over that date in the following year until a booking date(s) has been secured with a bond.
- 23.2 A bond paid for one booking cannot be held over to secure a subsequent booking without written agreement between both **The User** and **THE COMMITTEE OF MANAGEMENT**.

24. DISPUTES

In the event of any dispute or difference arising as to the interpretation of this agreement, the decision of **THE COMMITTEE OF MANAGEMENT** shall be final and conclusive.

25. HIRE OF ADDITIONAL SPACES

- 25.1 The full hire of the RIVER GUM PERFORMING ARTS CENTRE includes the use of the theatre, upstairs and downstairs foyers, toilets and the access hallways leading to the theatre and the toilet facilities. The music rooms contained within the facility are not included or available for hire through the Performing Arts Centre. In the event that additional space outside of the Performing Arts Centre is required for your booking, arrangements can be made with **THE COMMITTEE OF MANAGEMENT** to hire additional classrooms or spaces.
- 25.2 For access to the Secondary College Dance Studio and other facilities, please contact the Secondary College Business Manager or

26. PAYMENTS

Payment can be made by cheque, if paid two weeks in advance of the due date, cash, direct deposit, credit card (in person or over the phone) and eftpos at the River Gum Primary School reception. Cheques can be posted or delivered to River Gum Primary School Reception, payable to River Gum Primary School.

Please make direct deposit payments to:

Hampton Park Secondary College
BSB : 033-391
Account : 44-0564
Westpac Fountain Gate,

with a reference containing the date of your booking (e.g. RPAC12-01-2017)

Hampton Park Secondary College, P.O. Box 480, Hampton Park 3976