

# Special Conditions of Hire 2022



## 1. APPLICATION

- 1.1 Information regarding the River Gum Performing Arts Centre can be obtained from the website, by emailing [pacbookings@rivergumps.vic.edu.au](mailto:pacbookings@rivergumps.vic.edu.au) or by calling River Gum Primary School on 9799 1216.
- 1.2 Advice that the Performing Arts Centre is available on a particular date does not constitute a booking.
- 1.3 Applications can be made by emailing an Application Form to [pacbookings@rivergumps.vic.edu.au](mailto:pacbookings@rivergumps.vic.edu.au)
- 1.4 The following documentation will also be required to complete your booking:
  - School Council Hire Agreement
  - Copy of Public Liability Insurance of \$10 million for each event.
- 1.5 The booking is confirmed when the security deposit has been received, and all forms have been received and approved by School Council.
- 1.6 School Council reserves the right to refuse an application for hire without assigning a reason.
- 1.7 In addition to the Theatre hire, at least one event manager is required for all bookings (charges as listed in the Schedule of Charges) through our external provider - GSL Melbourne.  
GSL Melbourne will cater to all of your event requirements including technicians and special sound or lighting requirements.
  - GSL Melbourne will help to determine the number of event management staff required.
  - **An authorised COVID Marshall is currently required for all events.** GSL Melbourne can supply the COVID Marshall or discuss authorised alternatives such as security staff.

## 2. DEPOSIT AND PAYMENTS

### 2.1 Security Deposit

- 2.1.1 The hirer is required to pay a security deposit within 7 days of the invoice, to secure the date of their booking.
- 2.1.2 If a hirer books for multiple events, a security deposit will be required for each event. A single event may go over a number of days if consecutive.
- 2.1.3 The Security Deposit will be refunded after the event, subject to the following conditions:
  - Late cancellation of the event by the hirer (refer to Cancellation Policy - condition 2.3)
  - The cost of any cleaning of any part of the Building used for the event which, in the opinion of School Council, exceeds that normally required (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 these conditions and any spillage of food or drink will automatically be treated as exceeding normal cleaning requirements); or
  - Any loss or damage incurred because of a breach of these conditions by the hirer.
  - any money payable by hirer as a result of extra time charged due to condition 3.7 or any combination of the above.
  - The hirer must pay any further amount in excess of the Security Deposit required to cover any of these situations invoiced by School Council.

### 2.2 Hire Charges

- 2.2.1 The hiring charges for the River Gum Performing Arts Centre are outlined in the document River Gum Performing Arts Centre – Schedule of Charges. The Schedule of Charges will be reviewed as required by School Council.
- 2.2.2 The full hire of the RIVER GUM PERFORMING ARTS CENTRE includes the use of the theatre, dressing room, 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 Bookings Manager to hire additional classrooms or spaces.
- 2.2.3 Upon confirmation of the booking, the Bookings Manager will refer the hirer to GSL Productions to book the technical support for the event.
- 2.2.4 The hire invoice will be generated as agreed and emailed to the hirer one month prior to the event. Hire invoices

must be paid in full no later than 2 weeks prior to the event.

2.2.5 Any amendments to the application will be invoiced following the event.

### 2.3 Cancellation Policy

#### 2.3.1 Cancellation by Hirer

If a cancellation is received less than 3 months prior to the event date, the security deposit will not be refunded.

#### 2.3.2 Cancellation due to State or Federal Government restrictions.

If the Government issues a directive in response to any health or safety issue (including natural disasters, pandemic or infectious disease) which prevents the event from taking place, the RPAC will transfer the security deposit to another suitable date for both parties. The rescheduled hire must be held within a twelve-month period.

#### 2.3.3 Cancellation by River Gum Performing Arts Centre Committee

In the event of a cancellation by River Gum Performing Arts Centre Committee prior to the commencement of the event, the hirer shall be entitled to a full refund of all monies paid.

### 2.4 Payments

Payment can be made by BPAY as referenced on the invoice, direct deposit, eftpos or credit card (in person or over the phone) at River Gum Primary School.

Direct Deposit details	Cheques payable to:
River Gum Primary School Official Account BSB: 063250 Account: 00901737 Reference: RPAC (Insert Invoice number)	River Gum Primary School PO Box 444 Hampton Park 3976 Phone: (03) 9799 1216

### 2.5 Recurring or annual bookings

2.5.1 It is the responsibility of the hirer to book "recurring", "follow up" or "annual" bookings.

2.5.2 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 the application process has been followed for the new event and the booking date(s) has been secured with a security deposit.

2.5.3 A security deposit paid for one booking cannot be held over to secure a subsequent booking without written agreement between both the hirer and the Bookings Manager.

## 3. USE OF PERFORMING ARTS CENTRE

3.1 The hirer may only use those parts of the Centre as specified in this agreement. A \$100 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.

3.2 The hirer will ensure that designated parking areas only are used AT ALL TIMES.

3.3 The hirer rights under these conditions are only contractual. The hirer is not given any right over or interest (including, without limitation, any tenancy) in the Performing Arts Centre or the Building.

3.4 The hirer's use of the Performing Arts Centre will be under a non-exclusive licence and, without limitation the Principal or delegate 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.

3.5 The hirer must immediately comply with any directions or requirements of any School Representative in relation to the hirer's use of the Centre.

3.6 The hirer may not transfer or assign its booking of the Performing Arts Centre.

3.7 The hirer must depart the premises by the time specified in their Application for Hire or Invoice. If the hirer 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 hirer 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 hirer's bond.

3.8 Minimum hire is 4 hours.

3.9 The premises are only available for hire up to 11:30pm.

#### **4. CLEANING**

- 4.1 The hirer will ensure that the Performing Arts Centre is left exactly as it is presented to them and undertake the following responsibilities;
  - 4.1.1 ALL rubbish and refuse is removed from the building and placed in the receptacles provided
  - 4.1.2 The Stage, Dressing Rooms and Toilet areas are swept
  - 4.1.3 The Kitchen/Kiosk is cleaned and swept
  - 4.1.4 Traffic areas are vacuumed, said areas include Main Foyer, Hallways, Corridor and Green room
  - 4.1.5 All areas including the toilets are left neat and tidy
- 4.2 For bookings of multiple days, cleaning must be completed at the conclusion of each day's event.

#### **5. FOOD & DRINKS**

- 5.1 No food, ice cream, confectionery and drinks of any kind are permitted within the Theatre Auditorium with the exception of bottled water.
- 5.2 School Council 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.

#### **6. OCCUPATIONAL HEALTH AND SAFETY**

- 6.1 The hirer must ensure that relevant guidelines of Health & Safety Acts are met.
- 6.2 The hirer 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.
- 6.3 The hirer may not obstruct or allow to be obstructed any emergency exits at any time throughout the hire period
- 6.4 All electrical equipment brought onto the premises must be compliant with regulation AS/NZS 3760:2010: In-service safety inspection and testing of electrical equipment <https://www.standards.org.au/standards-catalogue/sa-snz/electrotechnology/el-036/as-slash-nzs--3760-2010>

#### **7. DAMAGE**

- 7.1 The hirer undertakes to pay the cost of any damage, which is done to the building or equipment during the hire period. The School Council's assessment of the damages shall be taken as final and the hirer immediately on request shall pay such amount. Any security deposit may be used to pay all or part of cost of such damage as specified in Agreed Terms (pg 1) 4. Security Deposit.
- 7.2 Costs to damaged items will be calculated at full, new, replacement value.

#### **8. HIRER PROPERTY**

- 8.1 Scenery, properties and accessories [the hirer's property] pertaining to any booking will not be permitted in the premises earlier than the day of the first booking and shall be cleared from the premises after the last performance unless prior arrangements are made with the Bookings Manager. Access to the building for any other purpose will be strictly for the period of the booking only.
- 8.2 If the hirer brings any property into the Building, the hirer must remove it from the building after the last performance. Failure to do so will incur additional fees for each day or part of a day during which the hirer's property remains in the Building after that time.
- 8.3 Despite conditions 8.1 & 8.2, School Council may treat the hirer's property as abandoned and deal with it in any manner School Council sees fit if the hirer has not removed their property from the Building on time.
- 8.4 The hirer's property remains at the hirer's risk at all times.
- 8.5 The hirer indemnifies School Council against:
  - 8.5.1 damage caused to the Building by the installation or removal of the hirer's property; and
  - 8.5.2 any liability or loss arising from and any costs, charges and expenses incurred in connection with School Council acting under this condition

#### **9. BUILDING CONDITIONS**

- 9.1 No scenery, fittings or decorations shall be constructed or painted inside or outside the building.
- 9.2 No naked flame of any kind shall be used in any part of the building.
- 9.3 The floors, walls and any parts of the building shall not be pierced or broken by nails, screws, or any instrument.
- 9.4 No attachments using adhesive or tape.
- 9.5 Nothing can be attached in any way to any curtain or curtain track.
- 9.6 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 School Council.

## 10. TECHNICAL CONDITIONS

- 10.1 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 representative of School Council. The cost of such operator is addressed in the Schedule of Charges.
- 10.2 No additional lights shall be used by the hirer without consent of the Event Manager or School Council. At the conclusion of the hirer's use, the hirer shall return all stage lighting facilities to their original place. Failure to comply will incur additional fees.
- 10.3 If additional equipment is requested during the event and not previously invoiced, this is at the discretion of the Event Manager and will incur additional charges to be invoiced following the event.

## 11. NON-PERMITTED ACTIVITIES

- 11.1 **Smoking** is STRICTLY PROHIBITED in all areas of the Building and outside of the building on school grounds. The hirer undertakes the responsibility of informing Patrons and enforcing this rule. Failure to comply may incur fines of up to \$2000.
  - 11.1.1 The hirer must apply in writing to School Council 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 Bookings Manager upon request).
- 11.2 **Alcohol or other prohibited substances** are not permitted on the premises
- 11.3 **Gambling** is not permitted on the premises
- 11.4 **Animals** are not permitted in the building, with the exception of licensed Assistance Dogs.
- 11.5 **Confetti/Glitter** – The hirer 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.

## 12. PERFORMING RIGHTS

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 right of any owner of such right or rights. The hirer totally indemnifies School Council against any claim for breach of copyright in connection herewith.

## 13. DISPUTES

In the event of any dispute or difference arising as to the interpretation of this agreement, the decision of School Council shall be final and conclusive.