



shirleyburketheatre

www.kingstonarts.com.au

CONDITIONS OF HIRE



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1. DEFINITIONS

In these Conditions of Hire, the following terms shall, if not inconsistent with the context, have the meanings indicated:

“**Booking Deposit**” means the sum of money paid to Council, in accordance with the Schedule of Hire charges, in order to confirm the booking of a Facility.

“**Centre Coordinator**” means the representative of Kingston Arts & Cultural Services Management or a person acting in that capacity.

“**Theatre Technician**” means a person appointed as a Theatre Technician at a Facility.

“**Manager**” means a person appointed by or on behalf of Council to manage the facility or a person acting in that capacity.

“**Council**” means the City of Kingston.

“**Date of Booking**” means the date on which a Facility booking is made.

“**Facility**” means the Shirley Burke Theatre located at 64 Parkers Road, Parkdale, or any room, rooms or part of the facility, as the case may be.

“**Function**” means any event or purpose for which a Facility is, or is proposed to be hired.

“**Function date**” means the date on which a Facility is, or is proposed to be, hired.

“**Hirer**” means a person who hires or proposes to hire a Facility.

“**Hire Fee**” means the fee payable by the Hirer to Council for hire of the Facility.

“**Security Bond**” means the security bond, if any, determined in accordance with Condition 7.

“**Municipal District**” means the Municipal District of the Council.

“**Access time**” means the commencement of the period for which a Facility is hired.

“**Public Entry**” means the time agreed to on the Application for Venue Hire that allows Public Entry to the Facility that is hired.

“**Vacate time**” means the expiry of the period for which a Facility is hired.

2. CONSTRUCTION OF TERMS

In these Conditions of Hire, unless inconsistent with the context:

- 2.1 headings and underlining are for convenience only and do not affect interpretation;
- 2.2 words expressed in the singular include the plural and vice versa;
- 2.3 a reference to a gender refers to all genders;
- 2.4 where a term is assigned a particular meaning, other grammatical forms of that term have a corresponding meaning;
- 2.5 a reference to a person includes a reference to a firm, corporation or other corporate body and vice versa; and
- 2.6 a reference to a party in a document includes that party, its legal representatives, successors and permitted assigns.

3. INTERPRETATION**3.1 Governing Law**

The law of the State of Victoria governs the contract embodied in these Conditions of Hire and any legal proceedings under this Contract.

3.2 Counting of Days

3.3.1 Where in these Conditions of Hire a period of time is expressed to begin on, or be reckoned from, a particular day, that day shall be included in the period.

3.3.2 Where in these Conditions of Hire a period of time is expressed to end on or to be reckoned to a particular day, that day shall be included in the period.

3.3 No Waiver

No time or other indulgence granted by Council to Hirer or any variation of these Conditions of Hire or any judgment or order obtained by Council against the Hirer will in any way amount to a waiver of any of the rights or remedies of Council in relation to these Conditions of Hire.

3.4 No Fettering of Council's Powers

It is acknowledged and agreed that these Conditions of Hire do not fetter or restrict the powers or discretions of the Council in relation to any powers or obligations it has under any Act, regulation or local law that may apply to the Facility, the Hirer or the Municipal District.

3.5 Consumer Rights

Nothing in these Conditions of Hire is to be read as excluding, restricting or modifying the application of any legislation which by law cannot be excluded, restricted or modified (including the Australian Consumer Law)

4. APPLICATIONS

4.1 Rooms available for hire through Kingston Arts & Cultural Services at Shirley Burke Theatre include:

Shirley Burke Theatre	Capacity (Max)
Theatre	167
Gallery	13
Studio	20
Venue Capacity at any one time	200

4.2 Applications for hire of spaces at Shirley Burke Theatre can be made by telephoning the Shirley Burke Theatre Office on 9580 4998. Specific details of any of the spaces within Shirley Burke Theatre can be discussed with the Centre Coordinator at the time of the call.

4.3 **Inspection of the Shirley Burke Theatre and Gallery is by appointment only.** To make an appointment please phone the Centre Coordinator 9580 4998 or 0400 657 987.

4.4 Applications must be signed by the applicant, be in the prescribed form and be lodged with the Shirley Burke Theatre.

4.5 Where an application is made on behalf of an organisation or body, the person completing the application form must state the name of the organisation or body and the authority which he or she has to make the application together with his or her private and business telephone numbers.

4.6 Where an application is made on behalf of an organisation or body, that organisation or body shall nominate one person who is authorised to communicate all details, changes and cancellation regarding all aspects of venue hire.

4.7 The Centre Coordinator may require the Hirer to provide further documentation with an application for hire. For example, this may include risk assessments or safe work method statements.

5. BOOKINGS**5.1 Tentative Bookings**

- 5.1.1 Council reserves the right not to accept tentative bookings within thirty (30) days of a Function date.
- 5.1.2 Once made, tentative bookings will be held for a period of seven (7) days except that such seven (7) days are not to include any portion of the **30-day** period prior to the Function date. Within the seven (7) days notification must be given to Kingston Arts & Cultural Services of confirmation or cancellation of the tentative booking.

5.2 Confirmation of Tentative Bookings

The facility is deemed to have been booked on receipt of:

- 5.2.1 a completed Venue Hire Form, and associated forms
- 5.2.2 the Booking Deposit
- 5.2.3 the Catering Deposit (if applicable) and
- 5.2.4 the Security Bond (if applicable),

5.3 Bookings not confirmed

If the matters referred to in Condition 5.2 have not been received within 7 days of a tentative booking, the facility will be deemed not to have been booked and the tentative booking may be cancelled by Council without notice.

5.4 Advance Bookings

Bookings can be made no more than twelve (12) months in advance of the Function Date.

5.5 Power to Refuse Bookings

Council, the Manager and Centre Coordinator may, in their absolute discretion, refuse to accept a booking.

5.6 Changes to Bookings

The Hirer may request a variation to the Hirers booking by written application to the Centre Coordinator no later than 14 days prior to the function. The Centre Coordinator may vary the bookings at her or his discretion. If the variation involves changing the Function Date and the Centre Coordinator or management declines to make the variation requested, the booking will be deemed to be cancelled and Condition 6.1 applies.

6. CANCELLATION OF BOOKINGS**6.1 By the Hirer**

Where the Hirer cancels a booking, Council may retain a portion of the hire fee. The amount to be retained will be determined as follows:

- a) If a cancellation is made with more than 30 days' notice, the amount to be retained by Council will be the Booking deposit.
- b) Where notification of cancellation is received in writing between 8 and 30 days' notice prior to the function date, the amount to be retained by Council will be 50% of the venue hire fee.
- c) If a cancellation is made 7 days or less prior to the Function date, the amount to be retained by Council will be the full hire fee.

6.2 By Council

- 6.2.1 As provided in Conditions 5.3, Council may cancel a tentative booking in which the matters referred to in Condition 5.2 have not been received.
- 6.2.2 As provided in Condition 8, a booking will be deemed to have been cancelled where certain payments of the kind described in that condition are not made.
- 6.2.3 As provided in Condition 22, Council may cancel a Function where the Hirer fails to comply with that Condition.
- 6.2.4 The Council or Manager may cancel a booking where the facility cannot be made available to the Hirer on the function date by reason of fire, flood, damage, industrial dispute or Council emergency.

- 6.2.5 If a booking is cancelled under Condition 6.2.1, 6.2.2 or 6.2.3 Council is not obliged to refund the Booking Deposit or Catering Deposit and Council will not be liable for any loss, damage, action, demand, claim or injury of any kind arising from the cancellation and the Hirer is deemed to have consented to the cancellation and to have no claim for any loss or damage incurred as a result of such cancellation.
- 6.2.6 If a booking is cancelled under Condition 6.2.4 Council must refund in full the Booking Deposit, Catering Deposit, or any other part of the Hire Fee paid by the Hirer, but Council will not be liable for any loss, damage, action, demand, claim or injury of any kind arising from the cancellation and the Hirer is deemed to have consented to the cancellation and to have no claim for any loss or damage incurred as a result of such cancellation.

7. SECURITY BOND

- 7.1 In addition to the Hire Fee, the Hirer must, upon the request of the Centre Coordinator, provide the Security Bond as a guarantee for the fulfilment of these Conditions of Hire and as security against damage to the Facility and to cover cleaning or maintenance of a non-routine nature. The amount of the Security Bond is subject to the type of function and assessment on application.
- 7.2 Council may deduct the cost of remedying any breach of these Conditions of Hire, or the repair of any damage to the Facility caused by the Hirer, the Hirer's staff or persons attending the Function or any costs associated with the non-routine cleaning or maintenance of the Facility from the Security Bond.
- 7.3 The Hirer must, upon demand by the Centre Coordinator, pay any further amount necessary to meet the full costs of the breach, repair or cleaning as described by Condition
- 7.4 Council must refund the Security Bond to the Hirer within 31 days of the Function less any amounts required to:
- 7.4.1 repair any damage to the Facility;
 - 7.4.2 clean or maintain the Facility to its condition prior to the Function Date;
 - 7.4.3 recover any other costs incurred due to a breach of these Conditions of Hire by the Hirer; or
 - 7.4.4 recover any other monies due under these Conditions of Hire.
- 7.5 If a booking is cancelled under Condition 6, Council must refund the Security Deposit to the Hirer within 31 days of the cancellation.
- 7.6 There will be no interest paid on the Security Bond.

8. TIME FOR PAYMENTS

The Booking Deposit is credited against the Hire Fee, and the Catering Deposit is credited against the Catering Fee.

The balance of the Hire Fee must be paid by the Hirer to Council at least 14 days before the function/event or first day of hire.

If the balance of the Hire Fee is not paid as required by this Condition 8, the booking will be deemed to be cancelled and Condition 6.2 applies.

9. ACCESS TO THE BUILDING

- 9.1 Council Staff and other persons authorised by Council shall at times, notwithstanding any hiring, be entitled to free access to any part of the facility.
- 9.2 There will be no access to any part of the Shirley Burke Theatre without a Council Staff member present at all times of hire.
- 9.3 The hirer is only entitled to the use of the particular part or parts of the facility hired, and shall vacate same, punctually at the time specified. Council reserves the right to let any other portion of the facility for any other purpose or purposes at the same time.

10. OBSERVANCE OF HIRE TIMES

The hirer is to observe the start and finish times for the hire. Hire times should include setting up and packing/cleaning up. If the function starts early or finishes late, the hirer will be obliged to pay an additional fee for each hour or part thereof in excess of the previously agreed hire times.

If the facilities are not vacated by the stated time, the hirer shall pay:

- 10.1 at standard rates as specified in Schedule of Fees – Venue Hire for additional hire
- 10.2 at standard rates for additional time worked by the attendants;
- 10.3 at standard rates for additional time of equipment hired; and
- 10.4 at over-time rates for staff.

11. CATERING**11.1 Use of Council's Caterer**

- 11.1.1 Hirers who require catering (Food & Beverages) for their Function may choose to utilise the services of one of Council's three compliant caterers.
- 11.1.2 Hirers wishing to utilise these services for their Function must advise the Centre Coordinator at the time of making a booking.
- 11.1.3 Charges for the supply of Food & Beverages and catering staff are in addition to the Venue Hire Fees & Charges.
- 11.1.4 BYO food, liquor and other beverages are strictly not permitted in the facility with the exception of packaged food as outlined in 11.2.3.
- 11.1.5 Without limiting Condition 6, if the Hirer wishes to cancel the services of a Council caterer, notice of such cancellation must be given in writing to Council and the caterer.
- 11.1.6 Without limiting Condition 6, if a cancellation of a catering order is made between 14 and 8 days from the Function Date, the Hirer must pay to Council 50% of the total catering order cost.
- 11.1.7 Without limiting Condition 6, if a cancellation of a catering order is made 7 days or less from the Function Date, the Hirer must pay to Council 75% of the total catering order cost.
- 11.1.8 For the purposes of Conditions 12.1.5 and 12.1.6, if a Catering Deposit has been provided and the amount owing is less than the Catering Deposit, Council will deduct this amount from the Catering Deposit and then return the balance (if any) of the Catering Deposit to the Hirer. If a Catering Deposit has been provided and this amount is more than the Catering Deposit, Council will apply the Catering Deposit towards this amount and invoice the Hirer for the balance owing, which must be paid by the Hirer. If no Catering Deposit has been provided, Council will invoice the Hirer for the applicable amount owing, which must be paid by the Hirer.

11.2 Use of own caterer

11.2.1 Hirers wishing to utilise the services of their own caterer for their Function must:

- (a) advise the Booking Coordinator at the time of making a booking;
- (b) provide all relevant documentation as requested by the Centre Coordinator for approval prior to the Function Date, including without limitation, copies of the caterer's registration certificate and food safety handling certificates; and
- (c) advise whether the caterer is to provide liquor at the Function, in which case the Hirer must also provide evidence of the required liquor licence or permit from Liquor Licensing Victoria no later than two (2) months prior to the Function.

11.2.2 Only caterers that provide relevant documentation as proof of their ability to provide catering services will be able to service events at the Facility.

11.2.3 BYO food and beverages are strictly not permitted in the facility. The exception to this is individually wrapped and portioned pre-packaged food and drink (drinks in cans and

bottles, individually portioned biscuits etc, coffee, and tea) If a hirer chooses to supply and serve bottles of alcohol independent of a caterer, they must supply the necessary liquor licence or permit from Liquor Licensing Victoria, no later than (2) months prior to the function. Please speak to the Centre Coordinator if assistance is needed with sourcing and supplying individually portioned foods.

11.2.4 Hirers who engage their own caterer for a Function must ensure that the caterer leaves all areas of the kitchen in a thoroughly clean and tidy condition including all surfaces, appliances, fridges, benches, sinks, dishwashers etc and that all refuse and rubbish is removed from the kitchen.

11.2.5 Where a caterer who has been engaged by a Hirer for a Function fails to leave the kitchen in the standard required by Condition 11.2.4, the Hirer will be liable for all costs to bring the kitchen to the required standard prior to the next usage and or day.

11.2.6 The Hirer is liable for any financial losses incurred by Council to compensate the next user/hirer where the kitchen is not able to be brought up to the required standard before the next usage and or day.

11.3 Use of the kitchen equipment

There is a range of equipment, cutlery, crockery and glassware available for use by Hirers. Please speak to the Centre Coordinator as to what you would like to be made available. Please note, any breakages will have to be paid for.

11.4 Bringing in outside kitchen equipment

As further outlined in 16.3 and 33.1, caterers (both council compliant and hirers own) are not permitted to bring any equipment into the building without approval of the centre coordinator.

12. HIRE OF GALLERY/EXHIBITION SPACE

Applicants wishing to hire the Shirley Burke Theatre Gallery Space (G3) to exhibit must submit a formal application to Council's Visual Arts Co-ordinator, in accordance with guidelines set out in the 'application for gallery hire'.

The sale of artworks is subject to special conditions; contact the Visual Arts Coordinator on 9556 4462 for details.

13. PROGRAMMES

13.1 Performing Rights

13.1.1 In the case of a dramatic or other performance or concert in the Facility, the Hirer must 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 rights, and the Hirer hereby indemnifies Council and agrees to keep Council indemnified against any claim, damages or proceedings of any kind arising from any such infringement.

13.1.2 The Hirer must obtain the appropriate copyright licence and pay the relevant fees to the Australian Performing Rights Association Ltd (APRA) where the function is a concert at which music is the main purpose of the Function and where admission fees are charged.

13.2 Music

The music being played within Shirley Burke Theatre, whether live or otherwise, must cease at least thirty (30) minutes before the booking vacate time.

13.3 Photography

The Hirer may arrange for a photographer of his, her or its choice to be in attendance at a Function for the purpose of taking official photographs for the Hirer's own use or for sale to persons attending the Function.

14. TICKETING

All ticketed events will be required to utilise Council's ticketing service. Enquiries can be made with the Centre Coordinator upon application for hire of a facility for ticketing costs and policies.

15. HOUSE SEATS

On all ticketed events Kingston Arts & Cultural Services will be entitled to two (2) seats per season

16. THEATRE PRODUCTION, FITTINGS, AUDIO/VISUAL EQUIPMENT & TECHNICAL LABOUR

16.1 The Shirley Burke Theatre has a range of audio visual/technical equipment available for hirers to use. Please confirm requirements, availability and fees with the Centre Coordinator at the time of booking.

16.2 The Hirer may use Councils electronic and technical equipment at The Shirley Burke after an induction process and under Council Supervision. The Hirer may also bring and use his, her or its own technical equipment and or/may interphase his, her or its technical equipment with Council's existing equipment at the Shirley Burke Theatre after an induction process and under Council supervision

16.3 If the Hirer wishes for Council to provide the necessary technical services for the event/function please advise the Centre Coordinator who will confirm the applicable charges.

If the Hirer wishes to bring his, her or its own equipment and technical support and/or use an external hire company to provide equipment and technical support;

a) the Hirer must submit to Council an Equipment & Technical support Form completed in the prescribed form no later a month prior to the function/event date;

b) all equipment must be tagged and submitted for inspection and testing, and be approved by the Centre Coordinator or Theatre Technician prior to the commencement of set up.

c) the Hirer must submit a risk management plan to the Centre Coordinator or Theatre Technician no later than 14 days prior to the function/event date;

d) the Hirer must undertake a technical induction and be subject to Council supervision and

e) The Hirer must pay to Council all costs associated with the testing and approval of the equipment, which will comprise, at a minimum, a standard 3 hour call out rate and an hourly rate for each hour thereafter, further details of which can be obtained upon making a booking enquiry.

16.4 There must not be any altering, disconnecting, repair work or installation of any hard wiring within the building, or of any electrical equipment within the building.

16.5 Stage Curtains: The stage curtains (including wing curtains, cyclorama curtain and proscenium curtain) may not be moved or repositioned by the Hirer at any time. The curtains may only be moved by the Council Technician.

16.6 Set Building, Construction, installation or rigging: At the required production meeting prior to the hirers booking, the hirer must declare any set building, construction, installation or non standard rigging, lighting or audio plans. Risk assessments and design plans may be required for some or all of these practices and will be at the discretion of the Council Theatre Technician and or the Centre Coordinator.

16.7 If any alteration has been made to the standard lighting rig design, it is the responsibility of the hirer to allocate enough crew and time during the bump out period to return the rig to standard.

16.8 The Stage Floor: Please see 23.3 and 23.4 in regard to the painting and fixing to the stage floor surface.

17. INSURANCE & LIABILITY

17.1 Unless Council arranges such insurance on the Hirer's behalf, the Hirer must take out and keep current during the period of hiring a public liability insurance policy with Council named as a Principal, insuring, for a minimum sum of ten (10) million dollars, against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against Council or the Hirer or both in respect of any personal injury or property damage arising out of or in relation to the Function and the hiring of the Facility. The Hirer must provide a certificate of currency for such policy to Council upon request.

17.2 'Not-for-profit' community groups based in and serving residents of the Municipal District may be entitled to cover, upon application to Council, under special provisions made by Council. (*Certain 'primary activities are excluded from this insurance. Contact the Centre Coordinator for further details).*

- 17.3 The Hirer must not do or neglect to do or permit to be done or left undone anything which will affect Council's insurance policy or policies relative to fire or public risk in connection with the Facility.
- 17.4 The Hirer agrees to indemnify and to keep indemnified Council, its Councillors, employees and agents and each of them, from and against all actions, costs, claims, charges, expenses and damages (including, without limitation, all indirect losses, consequential losses and legal costs on a full indemnity basis) which may be brought or claimed against Council or the Hirer or both arising out of or in any way connected with the Function or the hiring of the Facility and are related to the Hirer's negligent acts or omissions. The Hirer's liability to indemnify Council shall be reduced proportionally to the extent that any act or omission of Council, its Councillors, employees or agents, contributed to the loss or damage.
- 17.5 Council strongly recommends that people/organisations wishing to exhibit art works take out separate insurance cover for damage to or theft of such items. The Hirer wears all risk in this regard.
- 18. THEFTS OR LOSSES**
Neither Council nor its employees will be liable to the Hirer or any person for any loss or damage sustained by the hirer or any persons, firm or corporation involved in attending the Function or entrusting to or supplying any article to the Hirer by reason of any such article or thing being lost, damaged or stolen.
- 19. GOOD ORDER**
- 19.1 The Hirer must, during a Function, ensure that proper standards of public decency are maintained and not permit or allow continuing any act, activity or lewd behaviour which could offend standards of public decency. Standards of public decency will be deemed to be offended if the elements of an offence under Section 17 of the Summary Offences Act 1966 exist.
- 19.2 The Hirer will be responsible for the full observance of these conditions and for the maintenance and preservation of good order in a Facility and in the approaches thereto throughout the duration of hiring. The Hirer must observe any directions or instructions given by authorised Council Officers or representatives.
- 20. SECURITY**
- 20.1 The Centre Coordinator will advise the Hirer of the security requirements for the Function. In particular, the Centre Coordinator may require the Hirer to ensure the attendance of a certain number of registered and licensed crowd controllers at the Function. The number of security personnel required will be dependent on the nature of the event and industry standards. The Hirer will be responsible for all costs associated with engaging security for the Function. By way of a guide, 2 guards are required for the first 100 guests and 1 additional guard is required for every 100 guests thereafter.
- 20.2 Hirers may request Council to engage security personnel on their behalf.
- 20.3 Hirers engaging their own registered security personnel must:
- 23.3.1 Provide written evidence of their booking with a security company to the Centre Coordinator no later than two (2) months prior to the Function Date;
- 23.3.2 provide an event risk management plan from the security company for the Function to the Centre Coordinator no later than fourteen (14) working days prior to the Function; and
- 23.3.3 provide a copy of the security company's licence and registration documents to the Centre Coordinator no later than fourteen (14) working days prior to the Function.
- 20.4 The Hirer must ensure that all security personnel are in attendance at the Facility 1 hour prior to the Access Time and until 1 hour after the Vacate Time.
- 20.5 The Centre Coordinator, based on a risk assessment, may direct the Hirer to ensure the attendance of additional security staff, Police, Fire Brigade, Metro or St John's Ambulance, depending on the nature of the Function. The Hirer is responsible for all costs associated with such attendance.
- 20.6 If the Hirer fails to comply with Conditions 20.1, 20.3, 20.4 or 20.5, the Function will be deemed to have been cancelled and Condition 6.2.4 applies to such cancellation

21. DAMAGE TO COUNCIL PROPERTY

- 21.1 The fittings and fixtures of a Facility, including but not limited to floors, walls curtains, furniture or any other part of Facility must not be broken, pierced by nails or screws or in any other way altered, modified or damaged. The only exception to this condition is the fixing of set to the stage area. (Please see 26.4 for full details)
- 21.2 No notice, sign, advertisement, scenery fittings or decorations of any kind may be erected inside a Facility or attached to or affixed to the walls, doors, or any other part of a Facility, without the prior consent of the Centre Coordinator.
- 21.3 The Hirer will be liable for any costs incurred by Council in repairing, making good any damage and any non-routine cleaning of the Facility, its fixtures, fittings and any other piece of equipment contained therein.
- 21.4 Without limiting Condition 7, if any damage occurs, Council may deduct an amount from the Security Bond to cover the cost of repairing the damage. If such damage is more than the amount of Security Bond, the Hirer upon request must forthwith pay to Council within seven **(7)** days the balance of the cost of repairing such damage.
- 21.5 Any Council property which is beyond reasonable repair must be replaced by the Hirer.
- 21.6 In the event that the Facility, or any curtains, floors, fittings, furniture or equipment, is damaged to such an extent that it affects another hirer's use of the Facility or requires a booking to be cancelled, the Hirer will be liable for all costs and losses incurred by Council (as well as the costs of repairing such damage), including refunds of deposits, hiring fees and other loss of revenue.
- 21.7 Hirers are required to leave the areas used, including entry areas, car parks, and surrounding areas in a clean and tidy condition prior to vacating the facility. Hirers are required to respect the amenity of nearby residents and shops when leaving the venue by keeping noise to a minimum and by not leaving any rubbish in the vicinity.

22. STORAGE

Hirers are not permitted to store anything on the premises without approval of the Centre Coordinator.

23. PROTECTION OF FLOORS

- 23.1 Hirers shall carry out such directions as may be issued by the Centre Coordinator for the protection of floors used for dancing, other like areas and carpeted areas from stain or other damage. When a Facility is to be used for certain functions, the Centre Coordinator may require the Hirer to protect the floor area with rugs or other suitable material.
- 23.2 Hirers, clients, patrons and guests are not permitted to bring into a Facility, any ice or liquid in polythene or plastic bags, car fridges or any like containers which are likely to cause damage to floors.
- 23.3 Please advise if you would like to paint the stage floor at the time of your booking. Hirers may be permitted to paint the floor (or part of the floor) an alternative colour to black if time allows between bookings for the floor to be returned to black for the next hirer/booking. If the turn around time does not allow for the entire stage floor to be repainted black, approval will not be granted.
- 23.4 With approval by the Shirley Burke Theatre Centre Coordinator and or the Council Theatre technician, set may be fixed to the stage floor under supervision by the Council Theatre Technician. Set may be fixed to the floor with the use of **tech screws only** and may be fixed to the wailers on the back and side walls only. It is the responsibility of the hirer to fill sand and paint and/or rectify any holes, divots, marks or damage of any kind made to the stage floor or walls during their hire.

An inspection of the stage floor and walls will be carried out by the Shirley Burke Theatre Centre Coordinator or Theatre Technician on the conclusion or bump out of each booking to ensure it is in a satisfactory condition. If the floor is not in a satisfactory condition, the Hirer will be liable for the cost to repair the floor to it's original condition.

24. SUB-LETTING

The Hirer must not sub-let, transfer or assign any portion of the facility hired without the written consent of the Centre Coordinator or Manager.

25. SEATING

- 25.1 The capacity for the Theatre is 167 seats. No additional seating is to be brought into the theatre under any circumstances.
- 25.2 The number of seats for any Function must not exceed the number stated on the application form or a standard plan for a particular type of function (if applicable). Any variation to seating numbers must be submitted to and approved by Kingston Arts & Cultural Services.
- 25.3 The hirer under strict supervision of the Kingston Arts & Cultural Services representatives may vary the arrangement of seats and table settings provided that they are arranged in conformity with the Public Health Regulations, and returned to the original layout after the fact.

26. DECORATIONS, STAGE FITTINGS

- 26.1 No stage property, decorations or electric light installation, musical or amplification equipment or articles of a similar nature shall be brought into the building without the consent of the Centre Coordinator or Management. Where consent has been granted, these items must be removed from the facility by the vacate time. Special arrangements may be made to leave certain articles in the Facility overnight (space permitting and if the facility is not in use by another Hirer) but this must be arranged prior to the commencement of a Function and they must be removed from the Facility by 9am the following day.
- 26.1.1 Unless other wise specified, on conclusion of each booking the hirer is responsible for returning the space they have hired to a useable standard for other users. The Shirley Burke Theatre *Coordinator will advise on this from time to time before the commencement of each booking.*
- 26.2 Only fire retardant paper or streamers can be permitted in the Facility. Streamers (or like material) must not be thrown or used in any way in a Facility. No paper decorations or streamers can be affixed to any wall or fitting or hung from any wall or fitting without the prior consent of the Centre Coordinator. All streamers or paper decorations must be removed from a Facility by the Hirer at the conclusion of the Function.
- 26.3 Confetti, rice or glitter will not be permitted in the Facility under any circumstances.
- 26.4 Hirers are required to inform and seek approval from the Centre Coordinator for use of Helium Balloons and or Smoke/Fog machines at their events.

27. OBSERVANCE OF LAWS

The Hirer must, in respect of hiring a Facility or holding a function, comply with all Acts and Regulations of the Commonwealth of Australia or State of Victoria, including the Health Act, Theatres Act, Local Government Act, the Liquor Control Act and the OHS Act 2005.

28. EMERGENCY EVACUATION PROCEDURES

- 28.1 The Hirer must comply with emergency procedures and provide required wardens as instructed by the responsible Council officer/Chief Fire warden during the conduct of the Function.
- 28.2 If operating in the facility without a Council Officer present, The Hirer must be inducted and briefed on the emergency evacuation procedures by a responsible council officer prior to the event/function. It is the Hirers responsibility to adhere to these emergency evacuation procedures during the course of their facility hire.

29. NOISE LEVELS

The Hirer is responsible for the observance of all applicable noise controls relating to the Facility, including without limitation those specified in Part 8 of the Environmental Protection Act 1970 and Council's local laws.

30. SMOKING

Smoking is strictly **PROHIBITED** within all areas of the Shirley Burke Theatre.

- 31. GAMBLING**
No game of chance at which either directly or indirectly money is passed as a prize shall take place in any are of the facility, unless an appropriate licence by a Government Authority has been obtained.
- 32. SPRUIKING**
Calling out or spruiking in relation to any entertainment or engagement will not be permitted inside or outside the Shirley Burke Theatre.
- 33. OPEN FLAMES, LAMPS, FIREWORKS & PYROTECHNIC DEVICES**
33.1 No open flame, cigarettes of any kind, kerosene, spirit type lamps, gas bottles or gas operated cooking devices shall be used in any part of the Kingston Arts & Cultural Services venues. The Operations Coordinator, Kingston Arts & Cultural Services will be the sole arbiter in this matter.
33.2 No fireworks, pyrotechnic devices or any like material is permitted in the facilities under any circumstances.
- 34. FIRE ARMS**
No firearms or weapons of any kind are to be brought into any part of any of the Kingston Arts & Cultural Services venues without prior consent. Companies or artists wanting to use firearms or weapons as part of theatrical performance must fill in a risk assessment application and receive written approval from the Centre Coordinator or Management before any such arrangements can be made.
- 35. CONDUCT OF SALES**
The Hirer is not permitted to use the Facility for the conduct of any wholesale or retail sales, or for any other sale in whatever form that sale might be conducted, without the written approval of the Manager.
- 36. ADVERTISING NOTICES**
With exclusion of the nominated advertising areas within the facility, No signs, notices or the like can be displayed outside a Facility or its precincts without the prior consent of Kingston Arts & Cultural Services Management.

Some signage and notices may require approval under Council's local laws and it is the responsibility of the Hirer to check any related laws governing signage and notices with Council's Local Laws department.
- 37. ANIMALS**
No animals are allowed in the Facility without the prior written consent of the Centre Coordinator, who may impose conditions deemed appropriate. This Condition does not apply to guide dogs under the control of visually or hearing impaired persons.
- 38. CLEANING**
38.1 The Hirer must leave the Facility in a tidy condition and all fixtures, fittings in good order and condition, and must immediately remove all rubbish, refuse and waste matter prior to or at the Vacate Time.
38.2 General cleaning is supplied as part of the venue hire fees. If any non-standard cleaning is required throughout the hire period or on conclusion of the hire period, the hirer will be liable for such costs. (Non-standard cleaning includes steam cleaning of furniture, cleaning walls etc)
- 39. THEATRE TECHNICIAN**
Where specified the Shirley Burke Theatre venue hire fees include the services of one (1) Theatre Technician. Extra persons may be required at the discretion of the Centre Coordinator or Management whose decision is final. Any costs associated with extra Attendants will be borne by the Hirer.
- 40. EVENT WARDENS**
40.1 For Functions held at Shirley Burke Theatre, Council requires that each Function allocate a number of people to act as wardens in the case of an emergency situation.
40.2 Council staff in attendance at the Function will act as the Chief Warden and instruct allocated wardens if a situation arises.
40.3 Each person allocated as a warden is required to run through an induction prior to the Function. This can be done as a group on the first day of the booking prior to Public Entry.
40.4 Wardens must not participate in the Function or consume alcohol.
40.5 Where security personnel is required to be in attendance at the Function, additional wardens are

not required provided that the security personnel act as wardens and are inducted accordingly.

40.6 The number of attendants required for each Function will be advised by the Centre Coordinator or Manager and will be based on the level of risk assessed for each Function.

41. VENUE INDUCTION

The hirer will be required to run through an on-site venue induction process with the responsible council officer on the first day of hire.

42. DIRECTIONS

A representative of Council will be present at each Function. The Hirer and any person under her/his direction must forthwith obey all directions or orders given by such person or the Centre Coordinator or Management as to the use of the Facility.

43. BREACHES

43.1 Any person committing a breach of any one or more of these Conditions of Hire may be expelled from a Facility (notwithstanding he or she may have paid for admission or hire) by the Centre Coordinator, Manager or persons authorised to act for Kingston Arts & Cultural Services or Council, crowd controllers or security personnel. If so required, the Centre Coordinator, Manager or other representative of Kingston Arts & Cultural Services may direct the Hirer or security personnel to expel from a Facility any person in breach of these Conditions of Hire.

43.2 ANY DEVIATION FROM THE 'CONDITIONS OF HIRE' MAY RESULT IN THE FORFEITURE OF THE SECURITY BOND (IF APPLICABLE), AS WELL AS EXTRA CHARGES AND/OR FINES OR EXPULSION FROM THE FACILITY.

44. DISPUTES

In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter or thing contained therein, the Hirer and Council agree to endeavour in good faith to settle the dispute by mediation administered by the Australian Commercial Disputes Centre (ACDC) before having recourse to arbitration or litigation.

44.1 A party claiming that a dispute has arisen, must give written notice to the other parties to the dispute specifying the nature of the dispute.

44.2 On receipt of the notice specified in clause 0, the parties to the dispute must within seven (7) days of receipt of said notice seek to resolve the dispute.

44.3 If the dispute is not resolved within seven (7) days or within such further period as the parties agrees then the dispute is to be referred to ACDC.

44.4 The mediation shall be conducted in accordance with ACDC Mediation Guidelines which set out the procedures to be adopted, the process of selection of the mediator and the costs involved and which terms are hereby deemed incorporated.

44.5 This clause shall not merge upon completion.

45. GOODS AND SERVICES TAX (GST)

All fees and charges are subject to GST. Unless otherwise stated, fees and charges are inclusive of GST

46. KINGSTON ARTS & CULTURAL SERVICES FACILITIES HOUSE RULES

The Kingston Arts and Cultural Services Facilities House Rules form part of these Conditions of Hire.