

CONDITIONS OF HIRE AND USE

Altona Theatre



The following conditions of use and hire apply to the Altona Theatre and include the Auditorium, Backstage Areas and Foyers. This agreement is subject to the laws of the State of Victoria

The following definitions apply to the Terms and Conditions to follow:

Theatre shall mean the Altona Theatre and includes any portion of the facility;

Council shall mean Hobsons Bay City Council and authorised Council Officers;

ACT shall mean Altona City Theatre Incorporated;

Hirer shall mean the applicant hiring the Altona Theatre.

1. APPLICATION FOR HIRE

Applications for use of the facilities at the Altona Theatre must be made to Council on the form supplied. The form must be signed by the applicant and state the purpose of use, hours required, and acknowledge intention to comply with all conditions of hire.

Where an application is made on behalf of an organisation or body of persons, the applicant is required to state the name of the organisation and the authority of the applicant for making the application.

Applications for permanent bookings may be submitted. This must be discussed in detail prior. Council reserves the right to withdraw bookings, provided at least 30 days' notice is given to the hirer.

It is at the discretion of the Council to refuse use of the facility in any case. This may be notwithstanding that the Council may have agreed to the use of the facility, or that these conditions may have been accepted and any bond paid. The Council shall have full power to cancel such uses and direct the return of any fees and bond paid. The hirer hereby agrees to accept the same to be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence thereof.

2. DEPOSIT AND PAYMENTS

A deposit must be paid within 14 days to confirm your booking. A standard deposit is \$110 per hire day, subject to change at the discretion of the Venues Unit. Council reserves the right to cancel a booking without notice if payment is not received within the stated timeframe. The booking deposit will be credited against hiring charges. The balance of hiring charges must be paid at least 14 days before the function. Late bookings (made within 14 days of the start date) must be paid in full at time of booking and may attract a surcharge based on resources).

A separate bond, as listed in the fee schedule, must be lodged at least seven days before the function. This bond is to cover any damage or additional cleaning of the facility (including the kitchen) or its fixtures and fittings. The hirer is

liable for any costs exceeding the bond. Provided there is no breach of the conditions of use the bond will be refunded.

Charges are in accordance with the schedule approved by the Council. A minor CPI adjustment relative to each financial year may result in increased charges. Please discuss this with the designated Council Officer.

Confirmation of the booking must be made within 15 days for the current year and 30 days for the following year by returning the completed booking form and payment of the deposit.

No alteration may be made to a confirmed booking date without forfeiture of the deposit applying to that date. If, in the opinion of the Council, the facility has not suffered the loss of an alternative booking, the deposit may then be transferred to a new booking date.

A request for a change to a booking time or date must be conveyed to the Venue Services Officer at least 14 days before the date of booking. A request for changes will be honoured only where it is possible. Where a reduction in booking time is requested, fees will only be reduced accordingly if at least 14 days' notice is given. If sufficient notice is not given, the original booking time/day fees will apply.

3. CANCELLATION OF BOOKINGS

By the Hirer

Where the hirer withdraws the booking more than 90 days prior to the event, no charges will be incurred. Where the hirer withdraws the booking less than 90 days prior to the booking, the sum total of the deposit shall be retained by the Council. In cases where the booking is cancelled within fourteen (14) days of the event, the hirer will be liable for the full venue hire fee.

By Council

Council reserves the right to cancel without notice any booking for which the required deposit has not been paid. In the event that the facility cannot be made available to the hirer on the date(s) for which it has been hired by reason beyond Council's control, the Council will not be liable for any loss, damage or injury suffered by the hirer as a result of the facility being unavailable. All deposits and hire fees will be fully refunded.

4. LIMIT OF HIRING

The hirer shall be entitled to make use of such portions of the facility for the purpose of staging its event as discussed and approved during the booking process, including the stage, dressing rooms and auditorium. The Council reserves the right to hire any other part of the facility at the same time.



5. SUB-LETTING AND HIRER ATTENDANCE

The hirer is not permitted to sublet or transfer tenancy of any part of the facility, with the exception of expos, markets and trading fairs.

The hirer must remain contactable for the duration of their booking. A secondary person in charge should be nominated prior to the commencement of your booking who can act in your place if you are away from the venue during your booking.

Either the hirer or person in charge will remain on site for the duration of the booking.

6. OBSERVANCE OF LAWS

The hirer will conform to the requirements of all relevant Acts including, but not limited to, The *Child Wellbeing and Safety Act* (2005), The *Public Health and Wellbeing Act* (2008), *Local Government Act* (1993), *Liquor Control Act* (1998), relevant Local Laws or Regulations made there under, and will be liable for any breach of any such Acts, Local Laws, Rules or Regulations.

The hirer will comply with all other Acts or statutory rules, provisions and regulations of the Commonwealth of Australia or State of Victoria for the time being in force and will give all required notice to the proper officers.

The hirer will not knowingly infringe any copyright and Council reserves the right to prohibit any performance which is objectionable, dangerous, contrary to the law or which infringes copyright.

The event organiser must comply with all Child Safe Standards made under section 17(1) of the *Child Wellbeing and Safety Act* 2005 (Vic). A child safe organisation is one that meets the child safe standards by proactively taking measures to protect children from abuse. Visit <http://www.dhs.vic.gov.au/about-the-department/documents-and-resources/policies,-guidelines-and-legislation/child-safe-standards-resources> for more information.

7. GOOD ORDER

The hirer is responsible for the full observance of these conditions and for the maintenance and preservation of good order in the facility and surrounds throughout the duration of the hire. The hirer will observe all directions and instructions given by any authorised Council Officer.

Any person exhibiting unruly behaviours, as determined by the duty Hall Keeper, or committing a breach of the Terms and Conditions of Use and Hire is liable to be expelled from the venue although they may have paid for admission.

8. SECURITY AND POLICE ATTENDANCE

Council has the right to arrange police or security staff attendance at any function held at the facility. The hirer will be responsible for any costs involved. The designated Council Officer will notify the hirer when security is deemed necessary.

9. RIGHT OF ENTRY

Council may enter and inspect the venue or any part of it at any time. This includes, but is not limited to, Venue Technicians, Council Officers of the Venues Unit, Cleaning staff and Theatre Caterers. The hirer must not obstruct them or any member of the police force, fire brigade, ambulance or any other emergency services.

Council reserves the right to conduct hirer site visits while events are in progress and will take due consideration to minimise impact on the hirer.

10. PROPERTY AND CLEANLINESS

The floors, walls, curtains, equipment belonging to either Hobsons Bay City Council or the ACT Inc. or any other part of the building or any fittings or furniture shall not be damaged by the hirer, patrons or contractors. To protect the building, it is prohibited to pierce any part of it with screws, staples or nails. Hirers are prohibited from using blue tack, tape and glue on any part of the facility.

Hirers are prohibited from erecting notices, signs, advertisements, scenery fittings or decoration of any kind to any part of the buildings, equipment, furnishings and fittings without prior written approval from the authorised Council Officer.

The hirer is liable for any costs incurred by Council for repair of any part of the building, its fixtures and fittings, and/or the replacement of any items, fittings or furnishings damaged beyond reasonable repair. In the event of any consequent cancellations suffered as a result of damage by the hirer to the facility, the hirer may be liable for costs incurred by Council.

Confetti, balloons, rice, streamers, glitter guns or similar items are not to be used in the facility or any areas surrounding the facility. The use of helium balloons is not permitted in the auditorium. If you are unsure, discuss with the designated Council Officer.

The hirer is required to keep the facility clean and tidy during their use and ensure general rubbish is placed in bins and/or taken away with them. The facility will be cleaned by Council staff between each hire and after each performance. Backstage will not be cleaned in between rehearsals or performances of the same hirer. If the venue is not left in a tidy state, additional cleaning charges will be met by the hirer.

Hirers with successive bookings are responsible for ensuring that backstage, the green room and toilets remain in a clean and tidy state. Provisions for re-stocking the bathrooms shall be made available.

11. ADVERTISING AND NOTICES

Signs, notices and advertising boards are not to be displayed in or around the facility or its precincts without prior consent, with the exception of pin boards provided in the backstage area. Council retains the right to give notice of any entertainment or function held in a facility by any means it sees fit, subject to all costs of such notice being the responsibility of the Council.

Calling out loud or spruiking in relation to any event shall not be permitted outside the building. Inside the building it may be permitted only with the prior consent of the Venue Services Officer or associated Council representative.

12. THEFT OR LOSSES

Personal property is the responsibility of the hirer. Council is not liable for any loss or damage sustained by the hirer, contractors or suppliers.

13. INSURANCE AND INDEMNITY

The hirer will not do, neglect 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 building. .

While Council premises are covered by Council's public risk insurance policy, hirers are responsible for their own public liability insurance. A minimum cover of \$10,000,000.00 is required for all functions.

A copy of the certificate of currency must be provided to the designated Council Officer at least seven days prior to the commencement of hire. Failure to do so may result in cancellation of the booking. Temporary insurance may be available via Council at a minor cost. Please discuss this with the designated Council Officer.

The hirer agrees to indemnify and keep indemnified the Council, its servants and agents from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, arising out of or in any way related to the granting of this license and/or the use of the premises.

The hirer's liability to indemnify the Council, its servants and agents shall be reduced proportionally to the extent that any act or omission of the Council, its servants or agents, contributed to the loss or liability.

All accidents and/or incidents, which may result in a claim being made under the insurance policy, must be reported to Hobsons Bay City Council within 2 days of the incident.

14. OBSTRUCTIONS

It is the hirer's responsibility to ensure that there is no overcrowding, and/or obstruction of exits, passages, corridors or any part of the building. Non-compliance with directives regarding overcrowding, obstructions or insufficient egress will result in immediate termination of your event.

15. SMOKING

Smoking is not permitted in any part of Council owned facilities. The use of herbal prop cigarettes may be approved at the discretion of Council. Cigarette bins are provided at the front and rear of the theatre building.

16. COMPANION CARD

As part of Council's commitment to improving participation for all community members, it is a condition of venue hire that all events operating from this facility accept the Companion Card.

You may also consider independently affiliating your event with the Companion Card Program. For more information on the Companion Card, visit www.companioncard.org.au.

17. ANIMALS

With the exception of guide dogs and companion dogs, animals are not permitted into the building without written consent.

18. HALL KEEPERS

Duty Officers will be in attendance at all performances. The hire fee includes the provision of minimum staffing. Council has the right to provide additional staffing as deemed necessary. This will be paid for by the hirer. The decision as to the provision of staff levels for any event is at the discretion of the Council.

19. SUPPORT STAFF

The hirer must arrange and pay for the services of all front of house and box office attendants, ushers and hospitality personnel. Council can provide a list of preferred suppliers of these services. Please discuss with the designated Council Officer.

20. EQUIPMENT

The rights hereby given will extend only to the use of the facility as presently equipped. No alteration or additions to the equipment installed will be made without prior consent. Any work affecting the electric plant and/or electric fittings of the facility will be undertaken by a staff member.

Only persons approved by Council and Council's contracted technical staff shall be permitted to operate the electrical and stage services within the theatre.

Any additional staging, lighting or other technical equipment being brought into the venue must be approved by the designated officer prior to your event. In such instances, the hirer will engage and pay for the services of a qualified installation technician. It is a requirement of Hobsons Bay City Council that all electrical equipment brought into the venue is in good operational condition and displays current testing tags.

No stage, property, electrical installation, appliance or decorating materials or articles of any kind will be brought into the building without prior consent.

The theatre does not provide pianos. Hirers are to arrange their own piano, if required, in consultation with the Council.

21. PROGRAM

Council reserves the right to request the subject and program of all events taking place in the venue.

22. PERFORMING RIGHTS

In the case of a dramatic or other performance or a concert, the hirer is responsible for gaining all rights associated with the event. It is illegal to 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. The hirer hereby indemnifies Council against any claim for breach of copyright

23. FIRST AID

Hirers are required to bring their own basic first aid kit for use backstage.

24. GAMBLING

No games of chance at which money is passed either directly or indirectly as a prize will take place in the facility. Raffles must have gained appropriate permits in order to be an approved activity of Council.

25. ALCOHOL

Altona Theatre is a licensed venue. Liquor to be consumed on the premises can be purchased from the Council appointed licensee through the theatre kiosk. The hirer or the patrons of any function are not permitted to bring liquor in to the theatre and no alcohol may be taken outside.

26. CATERING

Only the Council's contact caterer will provide catering services if requested in the foyer area, unless both the caterer and hirer agree to other arrangements mutually acceptable. Food and drink is permitted to be consumed in the green room.

27. PHOTOGRAPHY

Photography is permitted within the facility for private use only. Ticketed events must clearly notify attendees that photos will be taken. The hirer must seek permission from Council for commercial use of any photos or videos.

28. PRESENTATION STANDARDS

Council may require the hirer to remove any material (including cartons, boxes, advertisements, handwritten signs and display materials) which is detrimental to the venue's presentation standards. The hirer must immediately comply with any such request.

29. FUNCTION TIMES

The hirer and all patrons must vacate the theatre no later than 12am. Stage bump out should be undertaken directly after the final performance.

Use of the facility beyond event booking time will incur additional costs.

30. DELIVERIES, STORAGE AND REMOVAL

Altona Theatre does not have storage facilities other than event spaces booked by the hirer during the agreed event times. The Council will not accept any responsibility for damage or loss of goods left on the premises prior to, during, or after the event.

It is the hirer's responsibility to remove all goods, including all scenery, curtains, properties, goods and effects, on conclusion of the booking period. If the venue is not vacated, including removal of all equipment, properties' and items which are in the care of the hirer, within the agreed times, the hirer will be charged at an hourly hire rate for the area hired until collection. In addition, consideration will be given to withholding of the security bond. Any goods left without prior written agreement may be discarded the following business day.

31. EMERGENCY PROCEDURE

Hirers must acquaint themselves with the location of fire extinguishers and the position of emergency exits in the building. In the event of an emergency evacuation, hirers must follow the directions of authorised staff and fire wardens.

In the event of a fire or security alarm sounding, the hirer and their party must vacate the building immediately. Hirers who fail to comply with requests by the delegated Council Officer or Emergency Services Officers will be liable to pay all penalties imposed.

32. EMERGENCY NUMBER

The emergency services contact number is 000.

Hobsons Bay City Council provides an after-hours response (for its services only) to urgent matters that cannot wait until the next working day. This service can be accessed by calling 9947 4685.

33. FORCE MAJEURE

If either party is rendered unable wholly or in part by force majeure to carry out its obligations then this shall not affect the operation of the Terms and Conditions of Hire and Use, and the risk of frustration is to be borne by the hirer.

34. DISPUTES

In the event of a dispute arising, the following resolutions procedure will apply:

- A meeting will be scheduled between the individual parties concerned to resolve the dispute.
- If the management of both parties cannot resolve a dispute then Council will appoint an independent arbitrator who will have the authority to make a decision on the information provided, and both parties agree to the final decision.

35. PROGRAM NOTES

All programs produced for events at the Altona Theatre must include the following information:

- The evacuation plan for the theatre
- A notice stating:
 - The Council reserves the right to refuse admission
 - Mobile telephones must be switched off in the theatre
 - Recording of the show is strictly prohibited
- Acknowledgement of Hobsons Bay City Council as the providers of the Theatre and Altona City Theatre as technical managers of the venue

A file containing this information for inclusion in your program can be downloaded at www.hobsonsbay.vic.gov.au/venueshub in the following file formats: .jpeg; .gif; .pdf