



# **VENUE HIRE AGREEMENT**

## **KOORLINY ARTS CENTRE**

Standard Terms and Conditions of Hire

Whereas the parties agree as follows:

## 1. DEFINITIONS

In these Standard Terms and Conditions of Hire and Contract hereto unless the context of subject matter otherwise dictates or requires, the following expressions shall have the meanings hereby assigned to them: -

“**Activity**” means project, exhibition, conference, event, performance, or other agreed undertaking forming the agreed use as described in the Contract.

“**Agreed**” means agreed in writing from time to time between Koorliny Management and the Hirer.

“**Agreed Use**” means activity specified in Part 2 of the Contract and includes any access to associated areas that Koorliny Management may grant to the Hirer or their agents or servants or employees or contractors for the preparation of any event including but not limited to exhibition, display, performance, or series of performances or for any other purpose.

“**Approved**” means approved in writing from time to time by the Koorliny Management.

“**Authorised Officer**” means a person determined by the Koorliny Management as having particular authority. This may include but is not limited to Venue Operations Manager, Technical Supervisor or Duty Manager.

“**Business Day**” means any day other than a Saturday, Sunday, public or bank or other gazetted holiday in Western Australia, Australia.

“**Cancelled**” in relation to the agreed use means the failure by the Hirer to proceed with the agreed use or any part thereof due either to a breach by the Hirer of the provisions of these Standard Terms and Conditions of Hire which may or may not result in the revocation by Koorliny of the license granted herein, or any other reason whatsoever.

“**Contract**” means that part of the Agreement entitled Contract (inclusive of any attached schedules).

“**Koorliny**” means Koorliny Arts Centre, the venue located at 10 Hutchins Cove, Kwinana Town Centre, Western Australian, 6167 and the business trading as Koorliny Arts Centre Inc.

“**Koorliny Box Office**” means the department of the Arts Centre acting as an agent for ticket sales.

“**Koorliny Management**” means the person(s) authorised by Koorliny Arts Centre to manage the premises.

“**Koorliny Staff**” means any person employed by the Koorliny Arts Centre, to be in place at the venue during an activity or event.

“**Hirer**” means the person or body specified the Contract, and includes but is not limited to their servants, agents, employees, contractors.

- a) “**Commercial Hirer**” is any hirer holding an activity which is held for profit (this may in some circumstances include NFP organisations where the event clearly has a commercial mandate).
- b) “**Non-Commercial Hirer (Community)**” as a local group or association which generally does not include professional personnel and is usually not for profit (NFP) association and generally includes school groups.

**“Hiring Period”** means the period as specified in the Contract commencing on the license commencement date and ending on the license expiration date. If Koorliny Management permits the Hirer to have access to the venue prior to the license commencement date the Hiring Period will commence from when approved access commences.

**“Premises”** means any part of property (internal or external) owned and operated by the Koorliny Arts Centre.

**“Schedule of Fees & Charges”** means those fees and charges applied by the Koorliny Arts Centre at the time of Hiring Period and may vary from those included at date of issue of the Contract. All references to sums of money are references to sums in Australian currency and all payments to be made will be made in Australian currency.

**“Technical Services Questionnaire”** means the questionnaire provided by the Koorliny Arts Centre requesting information pertaining to the technical presentation of the agreed use named in the Contract.

**“Ticketing Services Request”** shall mean the questionnaire provided by the Koorliny Arts Centre requesting information pertaining to the ticketing requirements of the agreed use named in the Contract.

## **2. INTERPRETATION**

In these Standard Terms and Conditions of Hire and Contract hereto unless the context of subject matter otherwise dictates.

Words importing the singular shall include the plural and vice versa and reference to one gender shall include all genders.

- 2.1. Where two or more persons are Hirers these Standard Terms and Conditions of Hire shall bind the Hirers and any two or greater number of them jointly and each of them severally and shall also bind the executors, administrators and permitted assignees of them and every two or greater number of them jointly and severally.
- 2.2. Headings herein are for convenient reference only and shall not in any way control or affect the construction of these Standard Terms and Conditions of Hire or any clause thereof.
- 2.3. If there is any inconsistency between this document and the Contract, then the clauses of the Contract will prevail.
- 2.4. The Koorliny Arts Centre reserves the right to vary, amend, delete, make additions, changes comment or other amendments whatsoever to the following terms and conditions without notice as permitted to the extent of any applicable Australian state or federal law and/or act.
- 2.5. These Standard Terms and Conditions of Hire will be interpreted and construed, and the rights of the parties will be determined in accordance with the law of the Western Australia, Australia and do not preclude any rights under relevant law, which cannot be excluded, restricted or modified by agreement.

## **3. VENUEBOOKINGS**

### **3.1. Booking Procedure**

- 3.1.1. A venue hire pencil booking, being a booking with receipt of any deposit will be held without obligation. If a subsequent venue hirer wishes to place a booking on those date(s) the hirer holding first pencil will be given two business days' notice to release the date or confirm and contract the booking.

- 3.1.2. Recurrent (weekly / monthly/ annual) bookings and dates are not guaranteed at the time of initial booking.
- 3.1.3. License Period covers any / all occupancy of the venue and must include set up / set down times.
- 3.1.4. Following verbal or written communication of your intention to hire the venue you will be forwarded the Koorliny Arts Centre Venue Hire Contract. To ensure a confirmed booking the Koorliny Arts Centre must receive the signed Contract, together with the deposit of \$300.00 (GST inclusive) within 10 business days of the date of issue of the Contract. If the signed Contract and deposit are not received within this time Koorliny Management reserves the right to release the date(s) to another hirer.
- 3.1.5. At the time of making the booking the Hirer must book any additional Koorliny facilities and equipment. Final confirmation of facilities and equipment required must be received at least ten business days prior to the commencement of the license period. Any alterations must be finalised and agreed to by the General Manager in writing no later than 3 business days prior to the booking.
- 3.1.6. Subject to the provisions of the Agreement of Hire the Koorliny Arts Centre grants to the Hirer license and authority to use and occupy the venue for the purpose only of the agreed use and the Hirer agrees to undertake such use accordingly.
- 3.2. The Hirer may not, under any circumstance sublet any space within the venue or any other space within Koorliny Arts Centre premises.

#### **4. PAYMENTS**

- 4.1 A refundable deposit of \$300.00 presented at time of booking the venue or upon return of the signed and executed contract.
- 4.2 Provided that the Hirer shall have complied with the Standard Terms and Conditions of Hire the security deposit, or such balance thereof as remains after any deductions for payments as provided herein shall be repaid to the Hirer.
- 4.3 In the event of the agreed use extending beyond the time or expiration of the license the Hirer will pay to Koorliny Arts Centre a further amount for each half hour or part thereof during which the agreed use extends beyond the time of expiration of the license.
- 4.4 If at the Hirers request any single nights are omitted during the licence period, the Hirer will be liable for payments of the normal rental except when such omission is due to a prior booking, or the date is taken up by another Hirer.
- 4.5 Activities held on public holidays are subject to double time penalty rates on all labour. Additional labour penalty rates apply between the hours of 11pm - 8am and when overtime is worked.
- 4.6 **Staff** - Any costs incurred for staff provided by the Koorliny Arts Centre for the Hirers use or as are considered necessary to meet the Hirer's requirements, at the applicable labour charge out rates). Koorliny Management reserves the right to specify a minimum number of staff to be engaged or present during any agreed use; Minimum call times for staff is three (3) hours as per the industry award.
- 4.7 **Ticketing** - Any costs incurred at the Hirer's request and paid or payable by the Koorliny Arts Centre or payable for ticketing services relating to the agreed use.

- 4.8 **Promotion / Advertising** - Any costs incurred at the Hirer's request and paid or payable by the Koorliny Arts Centre.
- 4.9 **Production Charges** - Any costs incurred at the Hirer's request and paid or payable by the Koorliny Arts Centre.
- 4.10 Any other costs for facilities, equipment, services, hires, or items provided by the Koorliny Arts Centre on the Hirer's behalf.

## **5 CANCELLATION**

- 5.1 The Koorliny Arts Centre is not responsible for the interruption or cancellation of bookings due to circumstances beyond its reasonable control. Koorliny Arts Centre Inc. will not be liable for any costs related whatsoever to the cancellation of a Booking. Koorliny Management reserves the right to withhold hiring of the venue if necessary or due to circumstances beyond its reasonable control.
- 5.2 If the hirer cancels a booking Koorliny Management must be notified in writing. Notice of cancellations received by Koorliny Management:
- a) less than 5 days prior to the booking date will be charged 100% of the venue hire fee and any expenses already incurred by the Koorliny Arts Centre at the request of the Hirer.
  - b) 6 to 14 days prior to the booking date will be charged 50% of the venue hire fee plus any expenses already incurred by the Koorliny Arts Centre at the request of the Hirer.
  - c) 15-60 days prior to the booking date will forfeit the \$300.00 deposit plus any expenses already incurred by the Koorliny Arts Centre at the request of the Hirer.
  - d) More than 60 days out from the booking date no fee will be charged, and any deposit paid will be refunded less any expenses already incurred by the Koorliny Arts Centre at the request of the Hirer.

## **6 TICKET SALES, DISTRIBUTION AND RECEIPTS**

The Hirer further agrees with the Koorliny Arts Centre as follows:

- 6.1 All activities within the Koorliny Arts Centre which require patron ticketing must be ticketed by the Koorliny Box Office.
- 6.2 Koorliny Arts Centre Inc. will retain in trust all or any part of the monies which may have been paid to the Koorliny Box Office whether by way of advance seat booking charges or otherwise until 10 business days past the conclusion of the agreed use to which such monies relate, until the Hirer shall have paid to the Koorliny Arts Centre all sums which may be due and payable by the Hirer on any other account. The Koorliny Box Office reserves the right to apply such monies as follows:
- a) settlement of any outstanding payments by the Hirer to the Koorliny Arts Centre; and / or
  - b) in refunding collected monies to ticket holders; and/or
  - c) in payment to the Koorliny Arts Centre in compensation for deficiency or loss or damage arising by virtue of the Hirer's breach of the Agreement arising in connection with the agreed use; and/or

d) for any losses in ticket revenue due to fraud or non-payment by a purchaser.

6.3 **House Seats** - The Koorliny Box Office shall at the sole discretion of Koorliny Management withhold from sale and distribution for any or all activities of the agreed use the manager's house seats, such seats shall be in such part of the auditorium as the Koorliny Management determines.

## **7 MERCHANDISING**

7.1 Sale of merchandise will attract a commission 10% to the Koorliny Arts Centre.

7.2 All merchandising to occur within the venue will be sold by Koorliny merchandise sellers unless otherwise agreed; and

7.3 The Hirer shall bear the cost of any expenses incurred in the sale of merchandise.

## **8 MARKETING/PROMOTION**

8.1 **General Policy** - Commencement of any advertising is not permitted until contractual and ticketing agreements are complete, and deposits received. The Hirer must return the completed Marketing Services Request form prior to undertaking any marketing or promotional activity.

8.2 **Approval** - Any promotional material which is proposed to be provided to the Koorliny Arts Centre customers must be approved by the Koorliny Arts Centre prior to production. Koorliny Management must approve all advertising material prior to publication, issue, or promotion. Arrangements to display promotional material must be in writing and agreed to by the Koorliny Management, prior to the licence commencement date.

### **8.3 Display of Promotional Materials**

8.3.1. No signage or display material is to be nailed, screwed, stapled, or adhered to any surface front or back of house in the premises.

8.3.2. Arrangements to display promotional material for or on behalf of the hirer must be agreed to by Koorliny Management prior to the licence commencement date.

8.3.3. Any free-standing signage or promotional material distributed at the premises by or on behalf of the hirer must be approved for content, distribution, and placement and by Koorliny Management. These materials must be kept to a minimum.

### **8.4 Logos**

8.4.1. The Hirer shall in respect of advertising and programme materials reproduce the name of the premises as follows; Koorliny Arts Centre, 10 Hutchins Cove Kwinana Town Centre 6167.

8.4.2. The use of the Koorliny Arts Centre, logo(s), website and contact details must be reproduced and used only in a typeface and format approved by Koorliny Management.

8.5 **Marketing and Promotion Costs** - Should the Koorliny Arts Centre and the Hirer agree that Koorliny Management shall arrange marketing and promotion on the Hirer's behalf, the Hirer shall Koorliny Arts Centre Inc. the sum agreed upon.

## 8.6 Distribution of Koorliny Information

- 8.6.1. The Koorliny Arts Centre reserves the right to display its own advertising material at any time. The Hirer shall permit the Koorliny Arts Centre to distribute to any persons attending the premises any circular, brochure or information sheet provided by the Koorliny Arts Centre.
- 8.6.2. Koorliny Management shall reserve the right to use the front-of-house areas and other areas to advertise forthcoming events.

## 9 PRIVACY

- 9.1 The Koorliny Arts Centre respects the privacy of all customer and business contacts and is committed to safeguarding the personal information provided and to complying with the National Privacy Principles in the Privacy Act 1988 (the NPPs). The Koorliny Arts Centre will comply with NPP1.3 when it collects personal information from customers and with NPP2 when it uses and discloses this personal information.
- 9.2 If the Koorliny Arts Centre discloses personal information to a third party, it will only do so on the basis that the third party has agreed to the matters specified in this clause, and that the third party will comply with the NPPs when it handles the personal information of the Koorliny Arts Centre customers.
- 9.3 Under the “direct marketing rules” in NPP2.1, the Koorliny Arts Centre is required, in each and every direct marketing communication to individuals, to prominently display a notice that any individual may choose not to receive any further direct marketing communications. The Koorliny Arts Centre is also required to respect any “opt outs” received.
- 9.4 Conditions applicable to the use of customer information are:
  - 9.4.1. The personal information of the Koorliny Arts Centre customers will only be used once and for the purpose for which it was disclosed by the Koorliny Arts Centre; and
  - 9.4.2. The personal information of the Koorliny Arts Centre customers will not be disclosed to any third parties unless the Koorliny Arts Centre has provided express consent in writing; and
  - 9.4.3. An opt-out will be included on any promotional material sent to the Koorliny Arts Centre customers. This will be in a minimum font size of seven points and will read as follows: *We respect your privacy. If you prefer not to receive anything from (the Koorliny arts centre) again, please tick here and return with original envelope to the Privacy Officer.*

## 10 CATERING

- 10.1 The Hirer must use the Koorliny Arts Centres preferred caterer unless agreed otherwise by the preferred caterer and Koorliny Management.
- 10.2 The Koorliny Arts Centre is not liable for any default by either party in the provision of catering services in connection with the agreed use.

## 11 LIQUOR

- 11.1 The Hirer will not for the purpose of resale bring onto or receive or provide in the premises any liquor. All service and consumption of alcohol must be in line with Liquor Licence conditions imposed on the Koorliny Arts Centre by the Department of Racing Gaming and Liquor of Western Australia. A copy of these conditions is available upon request.

- 11.2 Hirers and all associated staff, third parties, machinery operators, volunteers, trades staff, technical operators or performers etc are not permitted to consume or be under the influence of alcohol while undertaking any professional duty.
- 11.3 With the exception of official functions, no alcohol is permitted in any back of house area or onstage.

## **12 CONDITIONS OF ENTRY**

12.1 **General Conditions** - The Hirer shall abide by the General Conditions of Entry and Refusal of Entry displayed at each point of entry to the Koorliny Arts Centre which apply to all person within the premises.

12.2 **Jeopardising of Licenses** - The Hirer shall not do or suffer to be done anything whereby any license or permit issued or in force in respect of the lawful administration or management of the Koorliny Arts Centre may be or become liable to be forfeited or suspended or refused renewal.

### **12.3 Direction**

12.3.1. Koorliny Arts Centre Users will in all respects observe and comply with any / all By-Laws of the Koorliny Arts Centre in force at the time of their use of the Koorliny premises, equipment and or facilities.

12.3.2. must follow any instruction given by Koorliny Management or authorised officer.

### **12.4 Removal**

12.4.1. Koorliny Management has the right to request the removal from the premises of any person behaving in a disorderly manner. Koorliny Management may request the Hirer to cease activity if disorderly and unacceptable conduct occurs. It is up to Koorliny Management to use his/her discretion on all occasions as to the running of the activities on Koorliny Arts Centre premises; and

12.4.2. Hirers are not to do or omit to do anything which is of a nuisance or annoyance to Koorliny Management or other users of the premises or which in the opinion is dangerous, disorderly, riotous, noxious, offensive, illegal, immoral, or objectionable. Any such behaviour will result in immediate removal from the premises. Any illegal activities will be reported immediately to the relevant authority.

### **12.5 Supervision**

12.5.1. Hirers are responsible for always ensuring that their agents, contractors, employees, licensees and invitees are properly supervised and under the control of a representative of the Hirer. Any such person(s) shall observe and comply with all instructions given by Koorliny Management and with the provisions of the Venue Hire Agreement.

12.5.2. The Hirer must provide Koorliny Management with the name and contact details of the Hirer's authorised representative if the Hirer is not present for the duration of the licence period.

12.5.3. The Hirer shall at all times observe and comply with the provisions of all industrial agreements, awards and determinations as regards any person or persons engaged or employed in connection with the agreed use.



12.5.4. Koorliny Users are responsible for providing adequate duty of care and supervision for all person(s) under the age of 18 brought onto the premises as a result of their activities undertaken at the Koorliny Arts Centre. Where the Duty Manager deems insufficient supervision has been provided the Koorliny Arts Centre will at full cost to the Hirer provide additional personnel to the satisfaction of Koorliny Management. If a user contracts a person/organisation to operate childcare facilities on the premises, they must ensure that the appointed person / organisation holds appropriate qualifications and licences. Copies of these licence and insurance certificate(s) must be supplied to Koorliny Management prior to any child being placed in care.

12.5.5. The Koorliny Arts Centre reserves the right to specify a minimum number of staff to be engaged or present during any activity. Any costs incurred for staff provided by the Koorliny Arts Centre at request of the User or as considered necessary by Koorliny management will be borne by the User at the applicable labour rates as indicated in the Schedule of Fees and Charges.

### **13 SAFE AND PROPER USE**

#### **13.1 Safe and Proper Use of The Koorliny Arts Centre**

The Hirer will use the premises and its facilities and its equipment in a safe proper and efficient manner to the satisfaction of Koorliny Management and will immediately comply with any direction given by Koorliny Management or authorised officer in connection with the safe and proper use of the premises and its facilities and equipment and the Hirer will:

- a) ensure all agents and servants are knowledgeable of/and observe, all procedures as outlined in the Koorliny Site Induction and Safety Checklist and.
- b) leave the premises and its facilities and equipment in a clean safe and proper condition to the satisfaction of Koorliny Management or authorised officer.

13.2 **Alterations** - The Hirer will not make any alterations or additions to the structure or the fittings or decorations or furnishings or facilities or equipment of the Koorliny Arts Centre.

13.3 **Additions** - The Hirer will not provide any additional decoration or furnishings to the Koorliny Arts Centre unless the same shall have been previously approved by Koorliny Management and the Hirer shall immediately after the agreed use (or if agreed immediately after a series of events or performances) remove all such additional decoration or furnishings.

#### **13.4 Capacity**

The Hirer shall comply at all times with the Koorliny Arts Centre Building and health regulations and not permit audience numbers to exceed the certified occupancy or seating capacities of the various venues. In accordance with this plan the following conditions apply: -

- a) The Hirer will be required to determine the capacity appropriate to their requirements in consultation with venue sales and booking staff; and/or
- b) Koorliny Management reserves the right to refuse a booking on the grounds of health and safety; and/or
- c) Koorliny Management reserves the right to restrict entry to the venue once the legal occupancy capacity has been reached and to put in place at the cost to the hirer any

systems required to enforce legal occupancy capacities; and/or

- d) Crowd control personnel shall be engaged by the Hirer, if, in the opinion of Koorliny Management, it is deemed necessary. The cost for engagement of crowd control personnel will be borne by the Hirer.
- 13.5 **Temporary Seating** - Any temporary seating installed in relation to the agreed use must not be located in aisles or other paths of travel to a designated exit. Seating set out in rows must comply with BCA requirements. If it is intended that the audience be seated on the floor aisles and crossovers are to be clearly defined and maintained as paths of travel.
- 13.6 **Aisle Lighting** - Aisle lights within the venue (s) must be on when any member of the public is in attendance and the main auditorium lighting is dimmed or off. This includes but is not limited to all rehearsal and performance periods.
- 13.7 **Sound Levels** - Koorliny Management reserves the right to exercise control of sound levels within the Koorliny Arts Centre. Hirers shall comply with the reasonable determinations of Koorliny Management or authorised officer in relation to sound level limits within the premises. Koorliny Management reserves the right to stop work in cases of excessive sound level or vibration or where they believe any personal safety or other venue activities are compromised.
- 13.8 **Fireproofing** - The Hirer shall not bring onto the premises any scenery, curtains, or properties to be used in connection with any agreed use unless the items have been fireproofed in accordance with the prevailing Fire Code of Western Australia, Australia and are maintained by the Hirer in a fireproofed condition to the satisfaction of the Koorliny Management whilst the items are on the premises.
- 13.9 **Traffic Management** - The Hirer shall not bring onto the premises any vehicle without prior consent and arrangements from Koorliny Management. All vehicular movement on site must be managed in line with strict traffic management protocols.
- 13.10 **Obstructions** - The Hirer shall not obstruct any stair, exit or path of travel within the premises. This includes all open spaces within the building i.e.: foyers, public spaces, back of house passageways.
- 13.11 **Displays** - Koorliny Hirers must abide by the Koorliny Arts Centre Terms and Conditions of Displays when designing and installing display or exhibits in any part of the premises. A copy of these is available upon request. Koorliny Management reserves the right to refuse installation or demand removal of any exhibit / installation it deems unsafe or in breach of any terms and conditions.
- 13.12 **Rigging / Suspension of Items** - No Hirer will suspend or permit or allow to be suspended from any height within the premises any item until the item and the manner of suspension shall have been previously approved in writing by Koorliny Management.

## **14 AGREED USE**

- 14.1 **Date / Time and Number of Activities** - Any activity covered by these Standard Terms and Conditions of Hire will be held on the date or dates and times as referred to in Part 2 of the Contract and only in such numbers as are agreed.
- 14.2 **Commencement** - The Hirer will not commence any activity earlier or later than the starting time or times specified in Part 2 of the Contract unless such change of time shall have previously been approved in writing by Koorliny Management.
- 14.3 **Latecomers** - The Koorliny Arts Centre reserves the right not to admit latecomers to any

given activity / event / performance until there arises a suitable break.

- 14.4 Rehearsals - No unauthorised personnel shall be permitted to attend and view a rehearsal without the express permission of Koorliny Management. Where such permission is granted, Koorliny Management may engage such staff as it deems necessary in connection with the safe and proper use of the Koorliny Arts Centre and the Hirer will be liable for any extra staff engaged.
- 14.5 Use of Public Spaces - The Hirer shall not use any front of house area for any purpose other than egress unless otherwise approved by Koorliny Management
- 14.6 Suspension of Activity - The Koorliny Arts Centre which shall be at liberty to suspend or control to any extent and in any way, it may deem necessary any performance or usage which in its judgment is not in accordance with the provisions of these Standard Terms and Conditions of Hire.

## **15 PERMITS AND LICENCES**

- 15.1 Koorliny Hirers must have in place all necessary permits, licenses and rights required to undertake their activities at the premises and are responsible for the payment of any taxes, levies, and charges payable to any authority or third party in connection with such activities.
- 15.2 Hirers shall not conduct any raffles, lotteries gaming, collections, or solicitation whether for charity or otherwise on Koorliny premises without prior written consent from Koorliny Management.
- 15.3 Koorliny Management reserves the right to cancel the user's activity should the user and/or any subcontractor or employee of the user have not taken all reasonable steps to obtain any relevant licence(s), insurance(s) or statutory requirement(s) for the activity being undertaken.

## **16 COPYRIGHT / BROADCAST**

- 16.1 **Performing Rights Copyright and Moral Right of any Author of Any Work** - The Hirer shall not infringe or breach the permit or suffer to be infringed or breached any copyright or performing right or any other protected right in connection directly or indirectly with the agreed use and the Hirer must produce evidence of the necessary authorities / consents from the copyright owner and the author of the work (if different from the copyright owner) in relation to any activity which uses other works and the intellectual property in those other works vests in another party or another party was the author of those works. Further, the payment of all or any royalties to the OneMusic Australia or any other like bodies or to any person entitled to be paid royalties shall be the obligation of the Hirer and the Hirer undertakes to pay such royalties promptly as they fall due.
- 16.2 **Sound or Television** - The Hirer shall not transmit or produce or permit or allow the transmission or reproduction by television or sound broadcast or by any other means any of the performance or part thereof unless the same shall have been previously approved in writing by Koorliny Management. When approval has been granted for a performance to be televised, broadcast, filmed or recorded all publicity and advertising must clearly state that such is the case; and
  - a) In the event of any performance being broadcast from the Koorliny Arts Centre whether it be by or for radio or television and whether it be broadcast live or taped a fee as specified by the MEAA will be payable to the Koorliny Arts Centre by the Hirer; and
  - b) If such transmission or reproduction results in seating capacity being reduced or sight

lines impeded because of technical requirements the Hirer must provide such information to enable tickets to be sold to an accurate seating plan.

## **17 PLANT AND ELECTRICAL INSTALLATIONS**

- 17.1 Hirers shall not carry out any work on, interfere with or overload any fittings, connectors or equipment relating to the supply of water, gas, electricity, heating, cooling or lighting to any part of the premises.
- 17.2 Where any of the things referred to in clause 20.1 have been damaged and the Hirer is responsible therefore, the Hirer shall be deemed to have failed, neglected or refused to make good and repair such damage and Koorliny Management shall be at liberty to proceed accordingly.
- 17.3 The Koorliny Arts Centre shall not at any time be in any way or on any ground whatsoever liable for the failure or non-working of the air conditioning plant, the electric plant and/or the electrical fittings contained in the premises or for the non-supply of electric power or light to the premises.

## **18 KOORLINY ARTS CENTRE EQUIPMENT**

- 18.1 **Technical Services Requests** - The Hirer shall deliver to Koorliny Management not later than ten business days prior to the Licence Commencement Date as specified in Part 2 of the contract full particulars of the Hirer's technical, staging and labour requirements in the form of a completed Technical Services Questionnaire supplied by the Koorliny Arts Centre and will promptly inform the General Manager in writing of any change or variation in those particulars.
- 18.2 Where using or altering Koorliny 'in house' technical equipment the Hirer shall restore at his own cost all sound lighting and staging apparatus to the basic standard arrangement to the satisfaction of Koorliny Management or authorised officer.
- 18.3 **Additional Equipment:**
- 18.3.1. If the hirer wishes to use his own sound, lighting or other electrical devices and mechanical equipment this must be of a standard acceptable to the Koorliny Management and accordingly the Hirer is required to submit such equipment for inspection and approval by the Koorliny Management or his authorised officer. The designated Authorised Officer may at any time request that such equipment is not permitted to be used and/or removed from the venue where safety and performance quality matters arise. Where external equipment is hired for any Agreed Use by the Koorliny Arts Centre at the Hirers request the cost of the hire, delivery, removal, and installation of this equipment will be borne by the Hirer.
- 18.3.2. Should the Hirer wish to place any equipment, including mixer boards, in the auditorium it must be placed so that patron viewing is not obstructed by such equipment. If such placement is likely to result in reduced seating capacity the Hirer must present detailed information to the Koorliny Management to enable tickets to be sold to an accurate plan.
- 18.3.3. Any electrical equipment brought on to the premises must be tested and tagged as per Australian Standards (AS 3760). The hirer is liable for any costs associated with their equipment being inspected, tested and maintained. Any electrical equipment identified by Koorliny Management as being potentially unsafe will be disconnected and removed from the premises.
- 18.4 **Pianos** - No piano shall be brought onto the premises except with the approval of the

Koorliny Management and no piano shall be moved except under the supervision of the Koorliny Management or their authorised officer.

18.5 **Vacating the Koorliny Arts Centre** - The Hirer shall directly after the last activity of the agreed use remove from the premises all his sets costumes properties and equipment together with all other goods of any kind brought onto the premises by the Hirer.

18.6 **Failure to Remove Equipment** - In the event of the Hirer failing to remove any or all of their sets and costumes and properties and equipment and goods and materials from the premises at the time of expiration of the license granted herein Koorliny Management may at the sole risk and expense of the Hirer remove the same. In the further event of the Koorliny Arts Centre providing storage for same it may charge to the Hirer.

## **19 DANGEROUS GOODS**

19.1 Hirers shall not bring on to the premises any flammable, volatile, explosive, or dangerous substances, including pyrotechnics and chemicals, without the prior written consent of Koorliny Management. Management will insist on the removal of any dangerous good or hazardous substance that has not been approved for use on the premises or is being misused. Hirers are responsible for supplying the Dangerous Goods Register and Material Safety Data Sheet/s (MSDS) for all hazardous substances and dangerous goods brought on to the premises.

19.2 Hirers engaged in the following must receive written approval from Koorliny Management prior to undertaking activity on the premises: use of naked flame / flammable substances / Hot Work / pyrotechnics / strobe lighting / lasers / helium balloons / weapons / Smoke / haze or snow machines. Approval will not be given for any activity requiring the discharge of ammunition from a firearm, the use of any material or thing giving off a level or heat or toxicity that poses a threat of harm, the use of any sharp implement or weapon that poses a threat of harm or the screening of nitrate film.

## **20 PROHIBITED ACTIVITIES**

20.1 **Smoking** - The Koorliny Arts Centre is governed by the City of Kwinana Smoke Free Environment Policy and is legally obligated to control exposure to environmental tobacco smoke through the *Smoke Free Environment Act 2000* and the *Occupational Health and Safety Act 2000*. Smoking is prohibited at the Koorliny Arts Centre and within 10m of any doorway, window, or air intake where smoke may enter the Koorliny Arts Centre.

20.2 **Substances** - It is prohibited for any person to use, sell, purchase or be under the influence of any illegal substance on Koorliny premises (including external areas). If persons are taking prescription medication that may affect their safety or the safety of others, they should refrain from undertaking any activities at the Koorliny Arts Centre. The use of any prescription drug without medical direction is considered to be a breach of this policy.

20.3 **Animals** - With exception of Assistance Animals\* any animal visiting the site or used in any activity undertaken on the premises must have prior consent from Koorliny Management and must be expertly cared for. The owner must take full responsibility for the animal(s) and must demonstrate compliance with relevant animal protection and welfare requirements. Anyone found mistreating animals will be reported to the appropriate authorities. \*Assistance animals are defined by legislation to include Guide Dogs, hearing dogs and any other animal specially trained to assist a person with a disability. (For further definition of an assistance animal, see the Disability Discrimination Act and **DDA** guidelines or contact the Human Rights & Equal Opportunity Commission for advice.)

## **21 EMERGENCY SERVICES**

- 21.1 The Hirer, his agents and servants will not hinder or obstruct in the exercise of their duties at the Koorliny Arts Centre any member of the medical or nursing profession, police force or security officer employed or authorised by the Koorliny Arts Centre or fire brigade, ambulance service, first aid service or other emergency evacuation procedures; and
- 21.2 Hirers must not obstruct or interfere with aisles, entrances, exits, electrical cupboards, emergency lighting, fire extinguishing equipment and fire alarms in the premises or do anything which might in any way endanger nor omit to do anything reasonably required to prevent danger to the Koorliny Arts Centre, or any person.
- 21.3 The Hirer agrees when requested by Koorliny Management to insert into any official programme or to otherwise announce any emergency evacuation procedure as may be determined by the Koorliny Management
- 21.4 Koorliny Management may revoke or discontinue the licence if at any time in the opinion of Koorliny Management:
- 21.4.1. there exists emergency in the premises due to an actual or imminent occurrence that causes or threatens to cause loss of life or injury or distress to persons or danger to the safety of the public or destruction of or damage to property.
  - 21.4.2. or the premises is required, requisitioned, or resumed for the use of a government or public authority for any public purpose by reason of emergency.
  - 21.4.3 or the premises is damaged or destroyed by act of war or in the course of resisting or repelling such action or is being repaired, remedied or made good or attempts are being made to do so as a result of such action.
  - 21.4.4. or a breach of copyright is being committed.
  - 21.4.5 or the use of the venue and / or premises for the agreed use in respect of which this license and authority is granted, prohibited obstructed or hindered by reason of any industrial action or act of God or civic disorder.

## **22 LOSS AND DAMAGE**

- 22.1 **Notification of Loss** - The Hirer shall notify Koorliny Management immediately on becoming aware of any damage or loss to the premises, its facilities or equipment and of any injury to any person whatsoever in the Koorliny Arts Centre.

## **23 INSURANCE**

The Hirer further agrees with the Koorliny Arts Centre as follows:

- 23.1 No Hirer will do or permit to be done anything on the premises whereby the policy or policies of insurance on the premises and/or its contents against damage by fire or otherwise may become void or voidable or whereby the rate of premium thereon may be increased and shall indemnify Koorliny Arts Centre in respect of all sums for which it may become liable by way of increased premiums and all expenses incurred in connection with or incidental to any such policy or policies by reason of any breach of this clause.
- 23.2 The Hirer must provide The Koorliny Arts Centre with a Certificate of Currency for product and public liability insurance coverage of no less than TWENTY MILLION DOLLARS \$20,000,000.

23.3 The Hirer will ensure its sets, costumes, properties and equipment and all goods and materials of any kind brought into the premises in connection with the agreed use and the Hirer will produce to Koorliny Management proof of such insurance as required.

23.4 The Hirer shall at all times observe and comply with the provisions of all industrial agreements awards and determinations in relation to any person(s) / contractors or other third parties engaged or employed in connection with any activity on Koorliny Arts Centre premises. Koorliny Management reserves the right to view upon request certificates of public liability and workers compensation insurance from any person(s) / contractors or other third parties engaged by the primary Koorliny Arts Centre user.

## **24 INDEMNITIES**

The Hirer further agrees with the Koorliny Arts Centre as follows:

24.1 The Hirer is solely liable for and must indemnify and hereby indemnifies and saves harmless the Koorliny Arts Centre from and against all liability, suits, actions, proceedings, claims, demands, penalties, losses, damage and expense which may be incurred by or brought against or made upon the Koorliny Arts Centre or which may pay, sustain or be put to by reason of, or arising out of or in the course of or in connection with either directly or indirectly the exercise or attempted exercise by the Hirer of its rights to enter the property except where such liability, suits actions, proceedings, claims, demands, penalties, losses, damage and expense arises out of a negligent or wilful act or default of the Koorliny Arts Centre, its employees and/or its agents.

24.2 All outlays made by the Koorliny Arts Centre in the event of the Hirer not proceeding with the agreed use or cancelling or postponing any performance or performances and the indemnity shall extend not only to costs actually incurred by the Koorliny Arts Centre at the date of cancellation or postponement including but not limited to refunding of tickets and the loss of booking fees in respect of ticket sales; and

24.3 Any other claim action demand loss damage or cost of any kind that is consequent upon the agreed use pursuant to Contract (Part A) and these Standard Terms and Conditions of Hire (Part B).

24.4 Any claims actions demands losses damages costs and expenses for and / or in respect of which the Koorliny Arts Centre or its agents servants performers employees invitees contractors sub- contractors or volunteer staff shall be or become liable in any respect in relation to any breach (direct or indirect) by the Hirer his agents servants performers employees invitees contractors sub-contractors or volunteer staff of any copyright moral right or other intellectual property rights existing in relation to any works associated with the agreed use including but not limited to the performance and advertising of the performance.

## **25 FURTHER AGREEMENT**

The Hirer further agrees with the Koorliny Arts Centre as follows:

25.1 Revocation of License - the Koorliny Arts Centre may revoke or discontinue any license and authority hereby granted at any time by giving the Hirer at the address shown in this agreement not more than two (2) business days notice in writing thereof whereupon these Standard Terms and Conditions of Hire shall be at an end but without prejudice to any right or remedy where:

a) there has been a breach or default of any Party of the Venue Hire Agreement or

b) there is likelihood that damage may be caused to the premises or any part of the

Koorliny Arts Centre if the Hirer exercises their rights and authorities granted by the Agreement.

- c) or the organisation or advertising for or the manner in which any performance is being conducted or is proposed to be conducted is or is likely to be of scandalous, libellous, obscene, or objectionable character so deemed by The Koorliny Arts Centre.

25.2 **Force Majeure** - That in the event of the Koorliny Arts Centre or Hirer or both parties being unable to perform and discharge their contractual obligations arising out of the Agreement due to strike, civil disturbance, war or act of God then the parties shall be relieved of the irrespective obligations accruing and occurring during such time provided that the time for performance as specified in the Agreement shall not be extended as a result thereof except by written agreement of both parties.

25.3 **Waiver** - The provisions of these Standard Terms and Conditions of Hire shall not be taken (either at law or in equity) to have been waived discharged or released by Koorliny Management unless by its or his express consent.

## 26 **SPECIAL CONDITION: COVID-19**

- a) The parties acknowledge that at the time of execution of this Agreement, there is a respiratory illness outbreak caused by a coronavirus ('COVID-19') that is impacting various regions globally.
- b) The Hirer has annexed to this Agreement a comprehensive COVID-19 safety plan in accordance with current industry standards ('COVID-19'). The Hirer will:
  - i. Keep the Koorliny Arts Centre reasonably informed of any updates to the COVID-19 Plan; and
  - ii. Confirm in writing, no less than fourteen (14) days prior to the date of the Hirer's first performance/hire, that the COVID-19 Plan annexed hereto is still current and in force or provide written notification of any amendments for the Koorliny Arts Centre's approval.
- c) The parties agree that cancellation of a performance or any part of the Engagement due to a Force Majeure Event arising from or in connection with the COVID-19 pandemic will be governed in accordance with clause 25.2, regardless of if the parties could have reasonably foreseen the risk of such an event occurring at the time of entering into this Agreement.
- d) The parties acknowledge that the COVID-19 pandemic is an extraordinary and unprecedented event, and that there may be circumstances connected to COVID-19 that may not strictly constitute a Force Majeure Event but would nevertheless make it impractical for one or both parties to deliver a performance, or any part of the Engagement, or the entirety of the Engagement. Where this occurs, the parties may agree in writing to treat such impracticality as a Force Majeure Event in accordance with clause 25.2. The parties agree to act in good faith when discussing whether to treat a set of circumstances connected with COVID-19 as a Force Majeure Event, which may include consideration of the following non-exhaustive factors:
  - i. Financial viability of the performance or Engagement activity for the Koorliny Arts Centre, due to capacity restrictions enacted by a relevant government authority after the date of this Agreement;
  - ii. Financial viability of the performance/hire for the Hirer;
  - iii. Reasonableness of travel arrangements due to government orders that restrict travel;



- iv. A genuine concern as to public health and safety due to any Hirer or Venue Staff in the last seven (7) DAYS:
  - 1. Having a confirmed case of COVID-19;
  - 2. Awaiting test results for COVID-19; or
  - 3. Having been in close contact with a person who has tested positive for COVID-19.

The parties agree that a lack of ticket sales in itself will not render it impractical to proceed with a Performance.

- e) For the avoidance of doubt, cancellation of a performance/hire due to either party's unwillingness or serious negligence in complying with the requirements of the COVID-19 Plan or a COVID-19 plan devised by the Hirer or otherwise binding on the Hirer, or to follow the direction of any government authority in connection with COVID-19, shall not constitute a Force Majeure Event and will be considered a voluntary cancellation by that party in accordance with clause 5.

# VENUE HIRE AGREEMENT

## KOORLINY ARTS CENTRE

### YOUR DETAILS

Name of Hirer: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Contact person: \_\_\_\_\_  
Postal address: \_\_\_\_\_  
Phone number: \_\_\_\_\_  
Email address: \_\_\_\_\_  
ABN: \_\_\_\_\_

Please note: If you do not have an ABN, you will be required to fill in an ATO form.

The Koorliny Arts Centre can provide you with this form.

### EVENT DETAILS

Name of Event: \_\_\_\_\_  
Type of Event: \_\_\_\_\_  
Event Date/s: \_\_\_\_\_

#### Venue/s Required:

- Theatre 1     Studio 3     Training Room     Amphitheatre  
 Theatre 2     Studio 1     Studio 2     Music Room

#### Venue Access:

Day / Date	Bump In	Activity	Event Duration	Bump Out
<i>1<sup>st</sup> January 2021</i>	<i>10:00am</i>	<i>Rehearsal</i>	<i>3hrs</i>	<i>1:30pm</i>

**Bump In/Out** – The time you plan to arrive and leave the venue.

**Activity** – What you are doing in the venue ie, Bare Stage, Tech Run, Show.

**Event Duration** – how long your event will run, including intermission if applicable.

#### Bond and Forms: (Office use only)

\$300.00 bond received: By: \_\_\_\_\_ Date: \_\_\_\_\_

Hire Form received: By: \_\_\_\_\_ Date: \_\_\_\_\_

Ticketing Agreement Form received: By: \_\_\_\_\_ Date: \_\_\_\_\_

# TECHNICAL DETAILS

## Technical Requirements

The following is supplied as part of the standard hire of the venue for all performances:

- In House sound system; Two flown SEER 8 Line-Array speaker Stacks (Prompt and Op)
- Behringer X 32 Digital Sound Mixing Desk
- Performance CUE CD Player
- Two K Sound Fold Back Wedge
- 4 x Handheld/Headset Mics
- Standard House Lighting
- Jands Vista II

## Equipment:

Data Projector     Smoke Machine     Mirror Ball     Follow spot

## Technicians Needed

Sound Ops     Lighting Ops     Mech

(\*\* Any external sound/lighting/mechs or other staff must be approved by the Venue)

## Additional Requirements

*PLEASE NOTE: Any events that require the playing of backing music for dance or song, the **whole show** must be supplied on either a USB or MP3 player or laptop in the correct show running order. A list of music in correct show running order must also be supplied to the technician before the Tech Rehearsal.*

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# CONTRACT EXECUTION

## DECLARATION

*I have read and accept the Koorliny Arts Centre Standard Terms and Conditions of Hire and confirm that all information supplied is correct and true.*

### Signed on behalf of the Hirer:

Name: \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_

For and on behalf of \_\_\_\_\_ (Organization Name)

### Signed on behalf of The Koorliny Arts Centre:

Name: \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_

# SHOW INFORMATION REPORT

<b>Type of Event:</b> <input type="checkbox"/> Performance <input type="checkbox"/> Rehearsal <input type="checkbox"/> Meeting <input type="checkbox"/> Other.....	
<b>Name of Event:</b>	
<b>Date of Event:</b>	
<b>Set Up Date:</b>	<b>Set Up Time:</b>
<b>Loading bay access:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Performance/Event Running Times:</b>	
<ul style="list-style-type: none"> <li>• Doors Open: _____ (* Minimum 15mins prior to event start time)</li> </ul>	
<ul style="list-style-type: none"> <li>• Act 1:</li> </ul>	
<ul style="list-style-type: none"> <li>• Interval:</li> </ul>	
<ul style="list-style-type: none"> <li>• Act 2:</li> </ul>	
<ul style="list-style-type: none"> <li>• Total time:</li> </ul>	
<b>Performance/Event Finish Time:</b>	
<b>Time building will be vacated</b> (including bump out):	
<b>Latecomers Call:</b> Is there a lockout once the show starts <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, when can patrons be admitted? .....	
<b>Disabled Access:</b> Standard    (If different from standard Koorliny procedure please note)	
<b>Seating Configuration:</b> ** Not applicable to Theatre 1 <input type="checkbox"/> Theatre style <input type="checkbox"/> Cabaret style <input type="checkbox"/> Boardroom style <input type="checkbox"/> Other	
<b>Special Instructions:</b>  ** Strictly NO PHOTOGRAPHY or FILMING ALLOWED, anyone seen filming or taking photos must be informed that it is not permitted due to copyright or they will be asked to leave the theatre.  _____ _____ _____ _____	
<b>Show Warnings:</b> (eg smoke/haze, language, age restrictions)  _____ _____	
<b>Additional Information:</b> Stage Manager: _____ Mobile No: _____ Lighting/Sound Ops: _____ Mobile No: _____  _____ _____ _____	

## FACILITY HIRE SCHEDULE OF FEES 2022

<b>THEATRE ONE</b>	<b>HIRE RATE</b>
Theatre Full Day Hire	\$500.00
Bare Stage Hire – per hour	\$60.00
Standard Lighting – per day	\$150.00
Standard Audio – per day	\$110.00
Service Charge – per hour	\$35.00
Cleaning Fee	\$150.00

<b>THEATRE TWO</b>	<b>HIRE RATE</b>
Theatre Full Day Hire	\$220.00
Bare Stage Hire – per hour	\$45.00
Standard Lighting – per day	\$100.00
Standard Audio – per day	\$100.00
Service Charge – per hour	\$35.00
Cleaning Fee	\$150.00

<b>STUDIO/ROOM– per hour</b>	<b>HIRE RATE</b>
Studio One	9:00am-3:00pm \$20.00
Studio One	3:00pm-Midnight \$30.00
Studio Two	9:00am-3:00pm \$20.00
Studio Two	3:00pm-Midnight \$30.00
Studio Three	9:00am-3:00pm \$20.00
Studio Three	3:00pm-Midnight \$30.00
Training Room	9:00am-3:00pm \$15.00
Training Room	3:00pm-Midnight \$25.00
Music Room	9:00am-3:00pm \$15.00
Music Room	3:00pm-Midnight \$25.00
	<i>** Weekend rates for all studios are at the hirer rate</i>

<b>STAFF – per hour</b>	<b>HIRE RATE</b>
Front of House Staff	<i>** min 3 hour call as per industry award</i> \$35.00
Technician	\$45.00
Front of House Staff	<i>Sundays and Public Holidays</i> \$50.00
Technician	<i>Sundays and Public Holidays</i> \$55.00
Security	<i>** As per invoice from external company</i>

<b>VENUE BOND</b>	<b>HIRE RATE</b>
Bond	\$300.00

KOORLINY ARTS CENTRE  
10 HUTCHINS WAY, KWINANA TOWN CENTRE  
(ENTRANCE OFF SULPHUR ROAD)

E: [ADMIN1@KOORLINY.COM.AU](mailto:ADMIN1@KOORLINY.COM.AU) W: [WWW.KOORLINY.COM.AU](http://WWW.KOORLINY.COM.AU)

*The Koorliny Arts Centre is proudly supported by the City of Kwinana*