

2.1 DEFINITIONS

- 2.1.1 Community Activity means such purposes as the Management Committee approves from time to time.
- 2.1.2 Community User Group means the general community and any community groups, school groups (not being a group of the School), or artistic groups, wishing to use the BPAC for Performing Arts or a community activity.
- 2.1.3 Management Committee means the School's Brighton Performing Arts Management Committee.
- 2.1.4 Performing Arts includes, but is not limited to, arts such as dance, drama and music that may be performed before an audience.
- 2.1.5 Venue Manager means the person engaged in the position as the manager of the BPAC or the person acting in that position.

2.2 GENERAL

- 2.2.1 The BPAC may be available for use between the hours of 8.30am and 11.00pm Monday to Sunday.
- 2.2.2 The Hirer must only use that part of the BPAC or School grounds specified in this Agreement and the entrances to them.
- 2.2.3 The Hirer must ensure that all doors and windows to the BPAC are locked and that the building is left secure after each use by the Hirer.
- 2.2.4 The Hirer must ensure that any furniture and equipment moved during the use of the premises are returned to the configuration found at the commencement of the Hire Period by the agreed date and time and must ensure that the BPAC is left in as clean and tidy condition as it was found and that proper care is taken of the premises during its use. Any damage caused to the BPAC from such use, however caused, must be made good and at the Hirer's own cost.
- 2.2.5 The Hirer must give written notice to the School Principal as soon as practicable, of any accident resulting in bodily injury which occurs on the School premises or in any way connected with the use of School premises. The notice must include details of the time, place and circumstances of the accident and the names and addresses of any persons(s) witnessing the accident. The Principal must ensure that notice is effected by completing the Department of Education and Children's Services Accident / Injury Report Form (ED 155).

2.3 BOOKINGS

- 2.3.1 All enquiries and negotiations concerning the hire of the BPAC must be made to the Venue Manager on behalf of the Management Committee.
- 2.3.2 The Venue Manager, at his or her discretion, may hold tentative bookings for a maximum of 10 business days without obligation, after which time the Hirer must confirm its/his/her intention to proceed with the booking by paying the deposit. If the Hirer has not done so within that time, the Venue Manager reserves the right to cancel the booking. Where a booking is made under one month prior to the event, a tentative booking will not be considered, only confirmed bookings will be accepted.
- 2.3.3 The Management Committee reserves the right to refuse any booking without the necessity to give reasons for such refusal.
- 2.3.4 If deemed required, the Venue Manager will arrange a production conference with members

of the Hirer's staff not less than two weeks before the proposed hire period commences. At that meeting, the Hirer must have full details of setting, lighting design and other requirements documented for the Venue Manager.

2.4 INSURANCE AND INDEMNITY

2.4.1 The Hirer must, at its expense, effect and maintain at all times during the Hire Period: (a) a policy of public liability insurance in relation to its use of the BPAC in the Hirer's name for an amount not less than \$20 million in respect of any one event or for such other sum as the Principal may by written notice to the Hirer reasonably require from time to time; and (b) a policy insuring the Hirer's fittings, goods and plant and equipment from time to time situated in the BPAC against loss or damage for their full replacement value.

2.4.2 The policies of insurance referred to in clause 2.4.1 must be effected with an insurer satisfactory to the Principal.

2.4.3 The Hirer must, from time to time during the Hire Period, upon the request of the Principal, provide proof that the policies of insurance required by this clause have been effected and maintained.

2.4.4 The clauses relating to insurance will not apply if the Hirer is exempt under the Department for Education and Child Development Administrative and Instructions Guidelines.

2.4.5 The Hirer must indemnify the Minister for Education and keep the Minister for Education and its agents, employees, contractors and any person or body corporate acting for or on the Minister's behalf from and against all claims, demands, actions, judgements, losses, damages, costs and expenses of any nature which the Minister, and its agents, employees, contractors and any person or body corporate acting for or on the Minister's behalf may suffer or incur in connection with loss of life, personal injury and/or loss of or damage to property arising from or out of any occurrence in, upon or about the BPAC or arising out of or in connection with the use by the Hirer of the BPAC or any part of it, except where such loss of life, personal injury and/or loss of or damage to property is occasioned by any neglect, default or omission by the Minister, and its agents, employees, contractors and any person or body corporate acting for or on the Minister's behalf.

2.5 RELEASE

The Hirer must use, occupy and keep the BPAC at the risk in all things of the Hirer and the Hirer hereby releases to the full extent permitted by law, the Minister for Education, its agents, contractors, subcontractors, workmen and employees and any person or body corporate acting for or on the Minister's behalf, in the absence of any default or neglect on their part, from all claims and demand of every kind resulting from any loss of life, accident, injury to persons and/or loss of or damage to property occurring in, on or about the BPAC (including loss or damage to the fixtures, fittings or personal property of the Hirer or of the Hirer's staff or the loss or damage of any thing brought into the BPAC by the Hirer).

2.6 COMPLIANCE WITH STATUTES

The Hirer must obtain and keep current all necessary licences, exemptions, permits, consents or any other thing required by the laws of the State of South Australia and any regulations under such laws which may affect the use or occupation of the BPAC by the Hirer in any manner whatsoever and if requested by the Venue Manager, must provide a copy of such licence, exemption, permit, consent of other thing to the Venue Manager before the first performance.

2.7 PERMITTED USE

- 2.6.1 The Hirer must not, without the prior written consent of the Principal, use the BPAC for any purpose other than the Purpose contracted within.
- 2.6.2 Without limiting clause 2.6.1, the Hirer must not do or permit to be done any illegal, scandalous, obscene or objectionable act in the BPAC.
- 2.6.3 The BPAC has a maximum seating capacity of 332 seats (plus one 'accessible' space). Please note that no additional seating may be introduced into the auditorium. All aisles and exits must be kept clear during all performances. Disability access provided.

2.8 SECURITY

- 2.7.1 The Hirer acknowledges and agrees that whilst the Principal is responsible for security of the BPAC during school hours, the Hirer is responsible for the security of its own equipment in, on or in the vicinity of, the BPAC at all times, including whenever the BPAC is left unoccupied during the Hire Period.
- 2.7.2 If required, the Hirer must arrange security of the BPAC during nonschool hours.
- 2.7.3 The Hirer must ensure that all keys and access codes to the BPAC (if provided) supplied to the Hirer by the Venue Manager must remain at all times in the custody of the Hirer or a responsible officer or employee of the Hirer.
- 2.7.4 The Hirer must not, without the prior written consent of the Venue Manager, make, duplicate or copy, provide or permit to be made, duplicated or copied any key [or access code] to the BPAC supplied to the Hirer by the Venue Manager. If any such key is lost at any time, the Hirer must immediately report such loss to the Venue Manager. Any costs will be borne by the hirer.
- 2.7.5 Keys must be returned at the conclusion of the Hire Period. If the Hire Period concludes with an evening performance the keys must be returned the next morning. All access codes will be wiped from the system at the conclusion of the Hire Period. Any further access to the BPAC will be at the discretion of the Venue Manager and may incur an extra cost.
- 2.7.6 It is the Hirer's responsibility to arm the alarm when leaving the BPAC after hours. Any call out triggered by the Hirer will be at the Hirer's expense.

2.9 PRINCIPAL'S ACCESS TO BPAC

The Principal reserves the right to access or use any part of the hired area during the Hire Period in such a manner that the School's usage must not interfere with the activities of the Hirer.

2.10 CLEANING

- 2.9.1 The Hirer must at its expense keep the BPAC in a neat, tidy and clean condition at all times during the Hire Period.
- 2.9.2 The Hirer must ensure that there is no consumption of any food or drinks (except for bottled water) in any area of the main auditorium, stage or bio-box unless such consumption has been agreed by the Venue Manager and constitutes an agreed part of a performance, presentation or conference. Any additional cleaning caused by the introduction of food or drink into the auditorium will be borne by the hirer. The additional cleaning charge for failure to observe this clause is \$200.
- 2.9.3 No glass containers may be brought into the venue unless agreed by the Venue Manager.
- 2.9.4 Rubbish bins and plastic liners will be provided by the Venue Manager. Any rubbish not able to fit into a bin with the lid closed according to the manufacturer's recommendation must be taken away by the Hirer before the end of the Hire Period. Any cleaning costs incurred by the Principal associated with the removal of such rubbish will be charged to the Hirer. The additional cleaning charge is \$200.

2.11 PROGRAMS/PROMOTIONAL MATERIAL/TICKETS

2.10.1 The Hirer must consult with the Venue Manager in relation to the production of the Hirer's program for each performance, seminar, presentation or other event comprising the Purpose which the Hirer holds in the BPAC.

2.10.2 The Hirer must provide to the Venue Manager free of charge, for archival purposes, one copy of the program referred to in clause 2.10.1 and one copy of all promotional material prepared and distributed by or on behalf of the Hirer in relation to each performance, seminar, presentation or other event comprising the Purpose which the Hirer holds in the BPAC.

2.10.3 The BPAC logo may appear on all of the Hirer's tickets and promotional material. The Venue Manager will provide the Hirer with access to the BPAC logo, which the logo must not be manipulated.

2.12 INTELLECTUAL PROPERTY RIGHTS

The Hirer warrants that in using the BPAC for the Purpose it is not infringing the copyright, performing right or other intellectual property right of any third party and, the Hirer must indemnify and keep the Minister for Education and its agents, employees, contractors and any person or body corporate acting for or on the Minister's behalf indemnified in respect of all actions, claims and demands arising as a result of any breach or infringement of, or any claim of breach or infringement of, any copyright, performing right or other intellectual property right by the Hirer.

It is the Hirer's responsibility to obtain licenses for all copyright material, whether being Audio, Visual or other. Further, each hire MUST obtain their own license from APRA for use of commercial music within their production. Further information can be found at: <http://apraamcos.com.au/music-customers/licence-types/>. If requested, the Hirer MUST provide proof of license ownership of said material for the hire period in question to the Venue Manager prior, to the start of the hire period.

2.13 NO SMOKING

2.12.1 Subject to subclause 2.12.2, the Hirer must not smoke or permit smoking in or in the vicinity of the BPAC or on the School grounds. 2.12.2 In the event that at any time during the Hire Period, smoking in the BPAC is reasonably considered by the Hirer to be a necessary part of a performance, seminar, presentation or other event comprising the Purpose, the production of which the Hirer intends to hold in the BPAC, the Hirer must, by prior written notice: (a) provide to the Venue Manager, full particulars of, and the nature and extent of, the smoking that will occur in the proposed production; and (b) request the prior written consent of the Venue Manager to the production occurring in the BPAC as proposed (and the granting of which consent will be at the discretion of the Minister and may be subject to such conditions as the Venue Manager may wish to impose).

2.14 NO ALCOHOL

The Hirer must not bring any alcoholic liquor into or in the vicinity of the BPAC and must not permit any alcoholic liquor to be brought into or consumed in the BPAC unless the prior written approval of the Venue Manager and all relevant licences pursuant to the Liquor Licensing Act 1997 or other relevant legislation are first obtained.

It is the responsibility of the Hirer to obtain any and all relevant licences as required for the hire period of which alcohol may be available for sale and or consumed. The BPAC, its Venue Manager or their representatives or delegates CAN NOT be listed as the responsible person on the liquor license application form. Further information can be found at: <http://www.cbs.sa.gov.au/liquor-and-gambling-licenses/apply-for-a-new-liquor-or-gaming-licence/>

2.15 STRUCTURE, FITTINGS, ALTERATIONS

2.14.1 The Hirer must not, without the prior written consent of the Venue Manager, make or permit to be made:

- (a) any alterations or additions of a capital or structural nature to the BPAC or any part of it;
- (b) any alteration to the electrical system serving the BPAC;
- (c) any alteration to the in house Audio Visual systems, not limited to but including: the control room, AV distribution rack, back stage Audio Visual and any Audio Visual rigged in-situ in the venue.

2.14.2 The Hirer must, in the course of any alterations or additions made with the consent of the Venue Manager pursuant to this clause, comply with all of the Venue Manager's reasonable requirements.

2.14.3 Unless otherwise agreed in writing, all alterations or additions in the nature of a fixture made by the Hirer pursuant to subclause 2.14.1 remain or become the property of the Minister for Education upon the expiration of the Hire Period, the Minister paying no compensation to the Hirer for such alterations and additions.

2.16 NO SUSPENDED OBJECTS

The Hirer must not, without the prior written consent of the Venue Manager, suspend or permit any person, object or thing to be suspended from the ceiling of the BPAC and must comply with all reasonable directions of the Venue Manager in relation to any approved suspension. Further, all suspensions must, if approved by the venue manager, be installed by a qualified rigger, in addition to providing the venue manager a copy of the riggers qualifications, public liability insurance, white card details and, risk assessment for the rigging work to be undertaken.

Props, Sets

2.15.1 The Hirer must not bring any scenery, curtains or properties to be used in connection with any performance into the BPAC unless they are in a fire-proofed to the satisfaction of the Venue Manager and are maintained in a fire-proofed condition throughout the Hire Period.

2.15.2 Construction of sets is not permitted within or outside the BPAC. All such construction work must be completed prior to bump in

2.15.3 The Hirer must ensure that any flaking paint or other such substances that may fall from sets during the Hire Period is removed from the BPAC. Any cleaning cost involved in such removal must be met by the Hirer.

2.15.4 The Hirer must ensure that no forms of glitter, confetti or any such materials are used in the BPAC.

2.15.5 Any tape such as gaffer or masking tape that may leave glue or marks on the floor must be approved by the Venue Manager before being used. Any glue or marks associated with the use of such tape may be subject to removal costs which will be met by the Hirer.

2.15.6 The Hirer must not bring into the BPAC any set, prop or means to transport those sets and props unless it has been inspected and approved by the Venue Manager and pronounced to be of solid construction and comply with occupational health, safety and welfare legislative and regulatory requirements. All sets and props that are to be mounted on the floor must have suitable protection at their bases.

2.15.7 The Hirer must not use skateboards, roller skates, bicycles or other wheeled devices on the stage area unless permission is granted by the Venue Manager. Flats or set pieces may be on wheels for easy movement but the Venue manager must approve the choice of wheels.

2.15.8 The use of stiletto heels, Tap dancing shoes or other footwear that could possibly damage the BPAC flooring and may be restricted within the venue. The use of this footwear **MUST** be brought to the Venue Managers attention at the time of booking and is subject to the Venue Managers approval on a case by case basis.

2.15.9 The Hirer must not bring into, or permit to be brought into the BPAC, any naked flame, explosives, fireworks, matches, cigarette lighters or flammable substances without the prior approval of the Venue Manager as may be considered a necessary part of an artistic performance. Any flammable material must be legally compliant.

2.15.10 All equipment is under the control of the Venue Manager. The Venue Manager's decision on any matter concerning equipment, scenery, safety, safety precautions and the general use of the BPAC and associated rooms will be final. The Technical Venue Manager is responsible for all safety and maintenance of the BPAC premises and 6 equipment and will be in attendance at all times during your occupancy.

2.17 ELECTRICAL AND MECHANICAL EQUIPMENT

2.16.1 The Hirer must not provide any additional fittings, machines, electrical products, decorations or furnishings to the BPAC unless they have been previously approved in writing by the Venue Manager. The Hirer must immediately after each use (or if agreed by the Venue Manager immediately after any series of uses) remove all such additional fittings, machines, electrical products, decorations or furnishings from the BPAC.

2.16.2 The Hirer must not bring into the BPAC any electrical appliance to be used in connection with any performance or use unless it has been tested to Australian Standard AS 3000 and tagged to the satisfaction of the Venue Manager.

2.16.3 The Hirer must maintain any approved electrical appliance brought into the BPAC by the Hirer to the satisfaction of the Venue Manager whilst it is in the BPAC.

2.16.4 The Hirer must not install, use or bring into the BPAC any additional electrical installation, equipment or fitting for the purpose of the Hirer's use unless they have been previously approved by the Venue Manager. The Hirer must pay the cost of such installation, equipment or fitting.

2.16.5 Charges for electricity consumed by an installation, equipment or fitting referred to in subclause 3.10.4 and the cost of any additional staff required because of the installation will be determined by the Venue Manager

2.16.6 A standard lighting rig will be available for the Hirer's use. If the Hirer wishes to change the standard lighting rig, the Venue Manager must be notified at least two weeks before commencement of the Hire Period. If the Hirer changes the standard rig, the Hirer must return the standard rig in the time frame of the hire or there will be an additional charge to return to standard.

2.18 FRONT OF HOUSE AND IN-HOUSE TECHNICAL STAFF

2.17.1 The Venue Manager (or delegate) will be responsible for any re-rigging of lights and any other technical adjustments during the Hirer's set up. The Technical Staff are not available to operate equipment during the staging of any performance beyond what is negotiated with the Venue Manager.

2.17.2 The Hirer can provide its own technical operators who, if supplied, must be fully qualified; such qualifications to be verified and approved by the Venue Manager.

2.17.3 The Hirer must provide two persons to perform front of house duties all times during performances. If seats are numbered at least 4 Front of House staff will be required.

2.17.4 Front of house staff must be supervised by an adult at all times and must wear easily identifiable attire. An adult must be present in the foyer at all times.

2.17.5 Front of house staff may be supplied by the Hirer (subject to approval) or supplied by the BPAC at the Hirer's cost.

2.19 SAFETY

2.18.1 Each Hirer must provide a designated safety officer for the duration of the Hire Period.

2.18.2 The Hirer must nominate a fire officer who has been trained in the use of fire fighting equipment to be present during all performances. If a fire occurs the fire officer must take directions from the Venue Manager (or delegate) as necessary.

2.18.3 The Hirer must complete a Statutory Declaration declaring that all sets, props and other materials to be brought onto the BPAC have been fireproofed as necessary with an approved fire retardant. The Venue Manager will recommend such fire retardants as are appropriate for various surfaces and materials. The Hirer must bear the cost of the fire retardation.

2.20 TELEVISION / RADIO COVERAGE/ FILM / RECORDING FEE

2.19.1 Whether or not any function held in the BPAC may be recorded using any medium is at the sole discretion of the Management Committee.

2.19.2 Without the prior written permission of the Venue Manager, photography and electronic recording of any description is prohibited on stage or in the auditorium during performances. If approval is given, the photographer or videographer must wear identification acknowledging his or her status.

3.1 SUPERVISING / QUALIFIED TECHNICIAN

3.3.1 A supervising and qualified technician (Duty Technician) is required to be present with every booking within the BPAC. The Venue Manager must approve the qualifications of any technicians provided by the Hirer.

3.3.2 During the Hirer's bump-in the Venue Manager or a BPAC technician may assist with rigging and focussing lights, final placement of sets and props on stage, setting up lights and multi-media requirements and supervising the use of technical equipment. During bump-out the Venue Manager or a BPAC technician will assist in returning the BPAC to its standard configuration.

3.2 POWER

All power consumption will be metered and charged at ETSA rates plus an administration charge. This charge will include house lights, air conditioning, stage lights and technical equipment. The basic hire includes a nominal amount of 60kwh per day.

3.3 LAMP STOCK / GEL STOCK

All blown lamps and colour gel will be replaced by the Venue Manager.

3.4 STANDARD RIG

If the Hirer changes the standard lighting or sound rig, then they must be returned to their original format at the end of the Hirer's rehearsal/ performance to the Venue Manager's satisfaction. A charge of \$200 will apply if the Hirer does not return the rig to the original format or if the Hirer asks the Venue Manager to do it for the Hirer.

3.5 TELEPHONE

The Hirer may use the office telephone for incoming calls only. If the Hirer uses the telephone for local outgoing calls, there will be a minimum charge of \$10 per hire.

3.6 PARKING

Parking is available in front and back car parks for the performance.