

Venue Hire Agreement

Performance Space, Arts Centre Port Noarlunga

Name of Hirer _____

Name of Organisation (if applicable) _____

Position held _____

ABN _____

Address _____

Telephone _____ Mobile _____

Email _____

Time and dates for intended use (including preparation and pack up times)

Date _____ Arrival time _____

Program/event start and
end time _____ Leaving time _____

Type of activity _____

Audience (nos) _____ Performers (nos) _____

Equipment (Venue to supply. No extra charge)

- | | |
|--|---|
| <input type="checkbox"/> Table (nos.____) | <input type="checkbox"/> Kitchen/bar access |
| <input type="checkbox"/> Chairs (nos.____) | <input type="checkbox"/> Urn |
| | <input type="checkbox"/> Whiteboard |

Equipment (Technician required to set up, operate and pack down. Hourly rates apply for technician)

- | | |
|--|--|
| <input type="checkbox"/> Projector Screen | <input type="checkbox"/> TV – 70 inch screen |
| <input type="checkbox"/> Data projector | <input type="checkbox"/> Lectern |
| <input type="checkbox"/> Microphone/s (no: ____) | |
| <input type="checkbox"/> Stage removed | |
| <input type="checkbox"/> PA system | |
| <input type="checkbox"/> Lighting system | |

Technician required from _____ (time) TO _____ (time)

Front of house staff member required from _____ (time) TO _____ (time)

Comments / other requirements / technical requirements:

Terms and conditions

The Arts Centre Co-ordinator has the delegated authority in respect to hiring and managing the facility. The Co-ordinator has the right to refuse any booking without giving reasons for such refusal to the Hirer.

On agreeing to hire and use the building, the Hirer will:

- ensure the safe custody of the property
- be responsible for personal injury and damage to third party property and must accept all responsibility for the safety of the public in the event of fire or other emergencies during the period of the hire
- ensure the City of Onkaparinga is indemnified for any liability arising from hire and use of the building and other property
- ensure the City of Onkaparinga is indemnified for the cost of repair of any damage done to any part of the property or the contents of the building
- abide by all relevant Statutes, Ordinances, Regulations and By-laws with particular reference to the *Work Health and Safety Act and the Environment Protection Act in regards to noise control*
- be responsible for and take all reasonable measures and provide adequate supervision to prevent disturbances inside and outside the hall
- be responsible for any activities likely to be a nuisance to nearby residents and ensure disruptions are prevented. If security is needed for the period of the hire it will be at the Hirer's expense
- ensure that no person under the age of 18 will serve and / or consume alcohol
- ensure that no person under the age of 18 years will be admitted onto the premises when alcohol is sold that are not with the hire party
- not to alter the building, hang anything or change any part of the facility or fixture without the prior written consent of the Co-ordinator. The Hirer shall not damage any property of the City of Onkaparinga and shall on becoming aware of any damage report that damage immediately to the Co-ordinator. The Hirer will be held liable for any damages
- conduct and manage the function/performance in a proper, orderly and lawful manner and shall not permit any act, matter or thing, which may damage the reputation of the facility or the City of Onkaparinga
- not use the arts centre for any purpose other than that specified at time of hire and which has been approved by the Co-ordinator
- ensure that aisles, passage ways, fire and emergency equipment and exit doors are kept clear at all times
- be responsible for the provisions of the Liquor License Laws and all regulations under the Act
- The Hirer is responsible for completing the 'Room Usage' slip after the scheduled activity has finished. This must then be placed in the pigeon hole marked 'Room Usage Slips'
- comply with the City of Onkaparinga Food Safety Standards, found at: http://www.onkaparingacity.com/onka/living_here/community/healthy_communities/food_safety.jsp

Initial _____

Set up and pack up of venue

- All hirers are responsible for setting up tables and chairs for their event, and for returning them to their original location, with chairs in stacks of 10.

Initial _____

Insurances and equipment safety

- Any electrical appliances brought to the premises by the Hirer must be tested and tagged prior to its use, in accordance with the Australian Standard AS/NZS 3760. Any equipment found on the premise not tagged will be either removed, refused use or if needed tested by the in house technician and a fee charged
- Any suitably tagged equipment is in safe and good working order, used in a safe manner and is adequately insured by the Hirer
- Items or cash kept on the premises are at the owner's own risk. Under no circumstances will the City of Onkaparinga accept responsibility for loss or damage
- The Hirer shall arrange public liability insurance for the period of hiring for the amount of 20 million dollars. The insurance must be in the name of the Hirer and insure against all actions, costs, claims, damage charges and expenses whatsoever which may be brought or made or claimed against the Hirer in relation to the function or event under taken by the Hirer
- A Certificate of Currency for Public Liability must be provided to the Arts Centre Co-ordinator prior to the event / activity taking place

Initial _____

Technical Requirements

- Technical requirements should be provided at the time of completing the venue hire agreement, as outlined on page 1 of this agreement.
- Where advice is required from the Arts Centre's technician, please make a note of this in the comments section on page 1, and the technician will call you to talk this through.
- All Hirers are required to use and pay for technicians supplied by the Arts Centre Port Noarlunga.
- Hirers may only use their own technical equipment and their own technical personnel where all technical equipment is free standing and does not require the use or movement of any Arts Centre technical equipment.
- Any technical equipment brought into the Arts Centre for use by the Hirer must be tested and tagged, and assessed by an accredited Arts Centre employee prior to the event, at a mutually agreed date and time.

Initial _____

Keys and safety induction

- If required, access cards and alarm codes to the facility shall be provided by prior arrangement and shall be kept in the charge of the Hirers.
- At the time of collecting access cards / alarm codes, the Hirer must have undergone a safety and security induction of the building. If others are nominated, they too must undergo the building induction or the hire may be refused.

Initial _____

Entry to venue for events

- For hirers not utilising one of the hire packages that include front of house and/or bar staff, the point of entry for events in the Performance Space is via the entry door on Ward Street, accessible from the Arts Centre car park, opposite Beck's Bakehouse.
- Where entry to events is via the Ward Street entrance, entry to the Arts Centre foyer / Art Shop is only accessible for emergency evacuations. Hirers must make sure that patrons comply with this.
- Entry via the Gawler Street entrance, with the foyer being used in association with events in the Performance Space, is only available with one of the hire packages which includes a Front of House person, employed by the City of Onkaparinga, to supervise the Art Shop for the duration of the event.

Initial _____

Security

- The Hirer will liaise with any other users in the venue and ensure that all alarms are secured, and all doors locked, as required, when the building is vacated.

Initial _____

Children’s Protection Act

- If the Hirer provides services wholly or partially for children, the Hirer confirms that they have fulfilled their requirements of the Children’s Protection Act prior to the provision of the service.

Initial _____

Fees and charges

- If any part of the Arts Centre building is rendered unfit for use for which it was hired, the City of Onkaparinga shall not be liable to the Hirer for any resulting loss or damage other than reimbursement of the hire fees and deposits
- All quoted hire fees must be paid in full prior to the commencement of the function

Initial _____

Royalties

- Any royalties, inclusive of any Australian Performing Right Association (APRA) fees, that may be payable due to music played by the Hirer, is the responsibility of the Hirer.

Initial _____

Prohibitions

Prohibited within the facility and its environs:

- smoking in the building and within five metres from any entrance
- confetti in the building and within five metres from any entrance
- candles or any other source of naked flame
- flammable liquids or other dangerous substances
- smoke machines (unless permission from the Co-ordinator has been granted prior to the event and supervised by the Art Centre’s Theatre Technician).

Initial _____

Advertising Material or Promotional material

- All advertising or promotional material displaying the City of Onkaparinga’s logo must be sighted and approved before being distributed to the public.

Initial _____

Cleaning

- Hirers are responsible for returning the venue to the state in which they find it on arrival. This includes cleaning the floor in the Performance Space.
- Any and all drink spillages must be addressed immediately, for safety reasons during an event.
- Floors must be cleaned at the conclusion of the event using brooms and / or mops and buckets provided.

Initial _____

Rubbish removal

- The Hirer must remove any and all rubbish created by the event from the venue. If the Hirer fails to do so, the Hirer will be charged a rubbish removal fee.

Initial _____

Liquor Licences

- Where alcohol is sold, provided or consumed at public events presented at the Arts Centre, Hirers must obtain a liquor license. Licences can be obtained by telephoning Liquor Licensing, Consumer and Business Services 131 882, or by applying on line at: www.cbs.sa.gov.au/licensing-and-registration/liquor

Initial _____

Confirmation of Booking

Bookings for use of the Arts Centre are confirmed when:

- The Hirer returns the Hire Agreement with Certificate of Currency of Insurance
- The City of Onkaparinga reserves the right to accept or refuse any or all Applications for hire
- Applications will be confirmed or rejected within 30 business days of receipt of this Application

Initial _____

Payment

- In general, hirers are invoiced at the conclusion of the event, after any additional costs incurred other than those quoted are agreed to
- Hire fees may also be paid in advance at the Arts Centre, via Cash or EFTPOS payments.

Initial _____

Cancellation

- To cancel a booking, notifications must be in writing 30 days prior to the date of hire, otherwise full payment of the hire cost will apply.

Initial _____

ACCEPTANCE OF TERMS AND CONDITIONS

To signify your compliance with the hire conditions, please initial each section in the hire agreement document and sign and date this section.

Please return the original document to the Arts Centre and retain a copy for your records

Name of Hirer _____

Organisation _____

Authorised signature of applicant

Position/Title in organisation _____

Signature _____ Date _____

On behalf of the Arts Centre Port Noarlunga (City of Onkaparinga)

Name _____

Position/Title in organisation _____

Signature _____ Date _____

Hire Fees:

SAFETY SYSTEMS - ARTS CENTRE PORT NOARLUNGA

The Arts Centre is protected by a fire alarm system

Familiarise yourself with the evacuation plan of the building.

Familiarise yourself with the locations of fire safety equipment.

If fire is discovered

- **R**emove persons from danger
- **A**lert other occupants (alarm or shout), and the Fire Service – Dial 000.
- **C**ontain the fire by closing door/s
- **E**vacuate the area (or **E**xtinguish – if trained and safe to do so).

Your personal safety ALWAYS comes first before any other consideration.

If evacuating the building, the Assembly Point is the grassed area of the garden, east of the Arts Centre building, adjacent to the car park.

Evacuate the building when the alarm siren sounds or when directed by staff wardens

- assist mobility impaired
- proceed to assembly point via nearest safe exit
- stand well clear of the building
- do not re-enter building until instructed

Emergency telephone numbers:

- Emergency: 000
- Council security: 8384 0017
- Security control room: 1300 365 151

Each hirer / party / group is responsible to:

Familiarise themselves with the building's fire equipment, eg location of fire exits; extinguishers, assembly area, etc

And in an emergency situation:

- Ensure that all of their people are out
- Liaise with any other hirers and assist them as requested / required
- Liaise with any other hirers and ensure that someone has called 000
- Report to the Emergency services on arrival, and update them on the situation

EVACUATION DIAGRAM

GROUND FLOOR



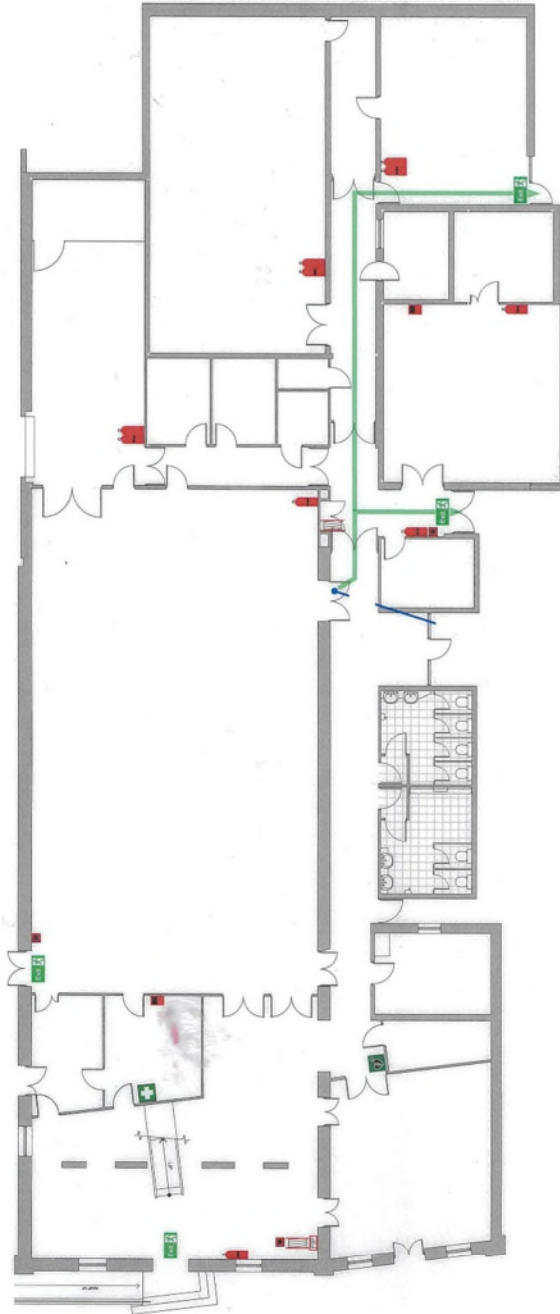
ARTS CENTRE
2 GAWLER STREET
PORT NOARLUNGA 5167

ASSEMBLY AREA
LAWN AREA ADJACENT EAST CAR PARK



LEGEND

- CO₂ EXTINGUISHER
- WATER EXTINGUISHER
- FIRE BLANKET
- MANUAL CALL POINT
- FIRE HOSE REEL
- FIRE INDICATOR PANEL
- ASSEMBLY AREA
- EXIT SIGN
- FIRST AID KIT
- DEFIBRILLATOR
- PATH OF EGRESS



- EVACUATE WHEN ALARM SIREN SOUNDS OR WHEN DIRECTED BY STAFF WARDENS
- ASSIST MOBILITY IMPAIRED
 - PROCEED TO ASSEMBLY POINT VIA NEAREST SAFE EXIT
 - STAND WELL CLEAR OF THE BUILDING
 - DO NOT RE-ENTER BUILDING UNTIL INSTRUCTED

EMERGENCY:
PHONE CALL 000
COUNCIL SECURITY:
PHONE CALL 8384 0017
SECURITY CONTROL ROOM:
PHONE CALL 1300 365 151

IF FIRE IS DISCOVERED
R REMOVE PERSONS FROM THE IMMEDIATE DANGER AREA
A ALERT OTHERS - AND THE FIRE SERVICE - DIAL 000
C OBTAIN FIRE/SMOKE BY CLOSING DOORS AND WINDOWS IF SAFE TO DO SO
E VACUATE VIA NEAREST SAFE EXIT
EXTINGUISH FIRE IF SAFE AND TRAINED TO DO SO

ISSUE DATE: OCTOBER 2023

www.bmwet.com

VALIDATION DATE: OCTOBER 2028