



# KOORLINY



# Arts Centre

## HIRE AGREEMENT (Live Performance)

Name of hirer: \_\_\_\_\_

Contact person: \_\_\_\_\_

Postal address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Do you have an ABN? Yes No Are you registered for GST? Yes No

ABN Number (if applicable): \_\_\_\_\_

*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.*

### PLEASE SELECT THE VENUE/S YOU REQUIRE

Theatre 1 (238 seats) <input type="checkbox"/>	Amphitheatre (1000 seats) <input type="checkbox"/>	Theatre 2 (72 seats, cabaret style) <input type="checkbox"/>
Dressing Room <input type="checkbox"/>	Dressing Room <input type="checkbox"/>	T2 Dressing Room <input type="checkbox"/>
Studio 3 <input type="checkbox"/>	Studio 3 <input type="checkbox"/>	

**Do you require additional dressing rooms?** Yes No

If yes, please select from the following (*please note extra charges will apply for each dressing room required*)

Training Centre      Studio 1      Studio 2

**Do you require security guards for your performance night/s?** Yes No

*Security is booked by the Koorliny Arts Centre and is charged at a rate of \$80 per hour (includes 2 security guards).*  
**PLEASE NOTE:** The Koorliny Board of Management requires security for events where over 200 people are present.

**Do you have an APRA Performance Licence for your performance/s?** Yes No

*If yes, a copy of your APRA licence is required by the Koorliny Arts Centre. If you do not have a licence, please note that the Centre is required to levy a fee of 1.5% of the Box Office receipts.*

**Do you intend to video your performance/s?** Yes No

*If yes, a copy of your AMCOS licence to video is required by the Koorliny Arts Centre. If you do not have a licence, please see reception for a copy of the required form or details of a company that may be able to assist you.*



# TERMS & CONDITIONS

## 1. BOOKING

1.1 Applications for use of the Centre shall be addressed to the Arts Centre Manager and completed on the application form supplied.

1.2 Where Application is made on behalf of an organisation or body of persons, the application shall state the name of such organisation and the authority of the applicant for making such application.

1.3 The Arts Centre may require the hirer to supply a detailed description of all activities to be conducted on the premises during the period of hire.

## 2. HIRE FEES AND CHARGES

2.1 The Centre reserves the right to revise fees and charges from time to time. All hire charges are subject to GST.

2.2 A deposit as set out in the Schedule of Hire Charges shall be paid at least two months prior to the time of hiring as a guarantee of fulfillment of these conditions and held as a security against damages to the Centre, its chattels contained therein, and for any abnormal cleaning of the portion of the building utilised by the hirer.

2.3 Should the Application be made less than two months prior to the hire period a deposit as set out in the Schedule of Hire Charges shall be paid on lodgement of the application.

2.4 The Arts Centre Box Office system will be the only ticket system used in the venue in connection with any event. All tickets will be sold through the Arts Centre Box Office, or on line system and a commission shall be charged for tickets issued from the Box Office system.

2.5 Hire on a Sunday or public holiday will incur a 20% surcharge from January 1, 2012.

## 3. CANCELLATIONS

3.1 The Centre may cancel a booking for which no deposit has been received at any time without notice.

3.2 Where notice of cancellation is given verbally or written by the hirer to the Centre not less than two months before the time for which the premises are booked any deposit paid by the hirer shall be refunded by the Centre.

3.3 Where notice of cancellation is given less than two months before the time for which the premises are booked any deposit paid by the hirer shall be considered by the Centre as forfeit.

3.4 Where notice of cancellation is given less than fourteen days before the time for which the premises are booked the full charges for the hire of the premises less any deposit paid shall be levied by the Centre upon the hirer. Expenses incurred in advertising and box office refund costs will be charged to the hirer.

3.5 Where notice of cancellation is given less than 72 hours before the time for which the premises are booked the full charges including the staff charges for the hire of the premises less any deposit paid shall be levied by the Centre upon the hirer. Expenses incurred in advertising and box office refund costs will be charged to the hirer.

3.6 Notice of cancellation must be received in writing or the full charges for the hire of the premises less any deposit paid shall be levied by the Centre upon the hirer. Expenses incurred in advertising and box office refund costs will be charged to the hirer.

3.7 The Centre shall not be held liable for any interference, disruption or enforced cancellation of any part of a booking which is caused by civil disturbance, industrial action, Act of God or any circumstance which is beyond the control of the Centre. The Centre is under no obligation to settle any industrial dispute, which if settled would enable the activity for which the booking was made, to continue.

3.8 The Centre, at its discretion, may prohibit any performance or function, which in its sole opinion is considered dangerous or which is prohibited by law. In any such case the Centre shall not be liable for any loss or damage suffered by the hirer in direct or indirect consequence of the Centre's prohibition of any performance or function of the hirer.

## 4. GOOD ORDER

4.1 The hirer shall be responsible for the maintenance of good order in and around the premises during the period for which the premises are hired.

4.2 The hirer shall comply with any instruction by any officer of the Centre to the maintenance of good order and safety in and around the premises.

## 5. STAFF

5.1. Unless the hirer indicates otherwise the Friends of the Centre will provide Front of House services and technical assistance for all performances, for which a small fee is payable by the hirer.

5.2. The Centre may also employ, on behalf of, and at the expense of the hirer, such additional front of house, back stage staff, technical staff and other staff as the Centre deems necessary for the purposes of a hiring.

5.3 No setting up of or dismantling of scenery or lighting shall be carried out by the hirer except in the presence of a member of the staff of the Centre who is authorised to supervise such activities.

5.4 The Manager, Kwinana Mayor, Town CEO and any officer of the Town Council or agents of the Town Council that the Town CEO may appoint, shall at all times, and notwithstanding any hire, be entitled to free access to any part of the Centre.

## 6. ALTERATIONS TO SEATING AND STAGE SETTINGS

6.1 Any alteration of the normal seating or stage setting of any premises shall be made only with the written consent of the Theatre Manager and at the hirer's expense.

6.2 The hirer shall not admit patrons to the premises in excess of the number of seats available.

## 7. DAMAGE TO PREMISES AND EQUIPMENT

7.1 The hirer shall be responsible for leaving the premises clean and tidy at the conclusion of the hiring and the Centre may carry out, at the expense of the hirer, such cleaning or other work as may be required to restore the premises to a satisfactory condition.

7.2 Excepting fair wear and tear, the hirer shall be liable to the Centre for any damage to premises, or to any fittings, equipment, furniture, carpets or other property therein, which occurs during the period of the hiring.

## 8. HOUSE SEATS

When premises are hired for the performing arts, six seats, specified by the Centre, shall be reserved without charge for the Centre's use. Any such seat not claimed by the Centre twelve hours before a performance may be sold by, or on behalf of, the hirer.

# TERMS & CONDITIONS (Cont.)

**9. LIQUOR AND REFRESHMENTS**

The hirer shall not bring or sell any liquor, beverage, food or refreshments on any part of the premises hired unless specifically approved by the Café Proprietor and the Manager.

**10. RETENTION OF MONIES**

The Centre may retain any monies paid by the hirer, or received by the Centre on behalf of the hirer, until the hirer has paid to the Centre all sums due from the hirer to the Centre.

**11. APPLICATION OF THE CONDITIONS OF HIRE**

The Centre reserves the right to amend or delete any of the conditions of hire as outlined above or to add extra conditions provided that the hirer is notified prior to confirmation of the booking of any changes made to the conditions. The applications of the various conditions may therefore vary from hirer to hirer, as the Centre in its sole opinion considers necessary.

**12. INSURANCE**

12.1 The Hirer shall indemnify and keep indemnified the Centre against all losses, expenses, liabilities, claims and damages incurred as a result of or arising out of the hiring of the premises whether caused by any act or omission of the hirer, its servants, agents, or invitees or any other person whomsoever. The Arts Centre staff to secure the booking must sight a copy of the hirer's public liability policy. A cover of \$5,000,000 is the required minimum.

12.2 Should the Hirer not have a current Public Liability Insurance Policy a suggested Insurance broker can be made available from the Centre Manager.

**13. RECORDING EQUIPMENT**

The use of video & audio recording equipment will not be permitted in any performance or rehearsal unless a copy of the appropriate AMCOS license is sighted by Arts Centre staff (Application forms are available from Centre Management.) Arts Centre staff must also be satisfied that permission has been granted by all relevant parties concerned.

**14. COPYRIGHT**

14.1. The hirer shall indemnify and keep indemnified the Centre against all losses, expenses, liabilities, claims and damages incurred by the Centre for infringement of copyright arising from the hirer's use of the premises. The Centre is under no obligation to ensure, prior to the use of the premises, that the activity for which the premises are hired does not infringe copyright.

14.2. Where a performance includes the use of pre-recorded music subject to an A.P.R.A licence, the Centre is required to levy a fee of 1.5% of the box office receipts (ex GST) on behalf of A.P.R.A. unless the hirer provides a copy of the appropriate A.P.R.A. Performance licence.

**15. EQUIPMENT**

15.1 Only persons approved by the Centre will be permitted to operate the electrical services including stage, audio, and lighting systems.

15.2 The Hirer undertakes to ensure that any equipment brought into the Centre by them or for their use during the hire is removed by 10.00 am on the day following completion of the function except where otherwise directed by the Centre. The Centre takes no responsibility for any said equipment left in the Centre after said designated time.

15.3 Access to the building on weekends for the purposes of collecting equipment prior to 10.00 am (as per clause 14.2) is to be arranged with the Centre Manager prior to the signing of this agreement.

**16. SPECIAL CONDITIONS:**

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## DECLARATION

I have read and accept the above terms and conditions.

**Hirer**

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

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

Date: \_\_\_\_\_

**Koorliny Arts Centre**

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

For and on behalf of the Koorliny Arts Centre

Date: \_\_\_\_\_

**Witness**

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