

Nautilus Arts Centre

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City of Port Lincoln

Level One, Civic Centre, 60 Tasman Terrace
 PO Box 1787, Port Lincoln SA 5606
 P: (08) 8621 2300 F: (08) 8621 2399
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Template 16-6-T18

**HIRE AGREEMENT FOR NAUTILUS ARTS CENTRE FACILITIES
 (SMALL SCALE HIRE AND EVENTS)**

BETWEEN CITY OF PORT LINCOLN “the COUNCIL”

AND..... “the HIRER”

Hirer Postal Address:

Hirer Contact Person:

Production/Event Title:

Email: Contact Phone:

AREA/S OF FACILITY REQUIRED:

Areas in **“red italics”** included in base Theatre Hire, but may be hired individually if available.

<input type="checkbox"/> <i>Nautilus Theatre</i>	<input type="checkbox"/> <i>Flat Floor</i> <input type="checkbox"/> <i>Theatre Style</i>	<input type="checkbox"/> <i>Media Room</i>	<input type="checkbox"/> <i>Green room</i>
<input type="checkbox"/> Studio Workroom	<input type="checkbox"/> Kitchen	<input type="checkbox"/> Bar	<input type="checkbox"/> Courtyard* <i>*cannot be hired individually, must be hired in conjunction with Rotary Gallery or Nautilus Theatre</i>
<input type="checkbox"/> Rotary Gallery	<input type="checkbox"/> Walter Nicholls Gallery	<input type="checkbox"/> Street Stall - Nautilus Art Centre towards Post Office . <i>*cannot be hired individually, must be hired in conjunction with Rotary Gallery or Nautilus Theatre - Calender to be checked by Nautilus Staff prior to booking – Permit</i>	

Hire Fee: \$

Supporting Documentation required and supplied

- Public Liability Certificate of Currency
- Risk Assessment
- COVID-19 Safe Plan

Street Stall Fee: \$.....per street stall

Supporting Documentation required and supplied

- Special Event Permit Application Street Stalls 2-9-T3 is to be completed and sent to plcc@plcc.sa.gov.au with copy of Public Liability Certificate of Currency (refer to Council website - Permits and Applications)
- SALE OF FOOD & BEVERAGE – Food Business Notification Certificate. Please list stall holders on page 2.

Please list individual stall holders and FBN.

Name:	FBN:
Name:	FBN:
Name:	FBN:
Name:	FBN:
Name:	FBN:
Name:	FBN:
Name:	FBN:

THE FIRST SCHEDULE

HIRE FEE - Refer Fees and Charges Document as attached
 \$.....

ADDITIONAL CHARGES – Refer Fees and Charges Document as attached
 \$.....

DEPOSIT - A Security deposit may be requested as confirmation of the booking at the discretion of the Council.

SPECIAL CONDITIONS :-

1. The Agreement or location of the Agreement, is not transferable.
2. The HIRER shall comply with and give all notices required by any Act of Parliament, Ordinance, Regulation or By-law relating to the activity.
3. The function may only be held in the area as indicated on the Hire Agreement.
4. The HIRER shall ensure that its site or sites are left in a clean and tidy condition at the end of the event. Failure to do so may result in cleaning fees being charged.
5. Damage to Council property will be rectified by Council and the cost of repairs may be on-charged to the Hirer.
6. This Hire Agreement is liable to be revoked by Council if the Hirer fails to comply with a condition of this Agreement or may be revoked in any other justifiable circumstance.
7. The HIRER shall ensure that equipment is returned in a clean and tidy condition. Failure to do so may result in cleaning fees being charged.
8. The HIRER agrees to indemnify and hold harmless the City of Port Lincoln and its staff against all actions, proceedings, claims, demands, damages and costs whatsoever which may be taken or made against the City of Port Lincoln in respect to the use of the said equipment while on loan irrespective of whether such action, claim, demand, damages or costs should arise from the manner of use of the said equipment and further agree to pay the cost to replace or repair the said equipment which is in the opinion of the City of Port Lincoln rendered necessary as a consequence of the misuse, neglect, loss or damage of the said equipment while on loan.
9. I The HIRER agree to take full responsibility for the said equipment while on loan to me, ensure that it is used in the manner intended, in a safe and secure environment
10. Liability Insurance must be maintained for the period of the Hire Agreement and a copy of the Certificate of Currency provided to Council
11. The HIRER, where appropriate, shall ensure that it is licensed or registered to carry out the activity authorised by the issuing of this Agreement.
12. The AGREEMENT is not transferable, should ownership change a new application will be required
13. The HIRER must not knowingly cause annoyance to any member of the public, including obstruction to pedestrians or traffic movement outside of the area of this permit
14. The HIRER acknowledges that availability dates are subject to change due to commercial hires of the Nautilus throughout the term of the agreement

DATE/S REQUIRED		
TIME FRAME/S REQUIRED		
OCCURANCE REQUIRED		
<input type="checkbox"/> One off	<input type="checkbox"/> Monthly	<input type="checkbox"/> Weekly
<input type="checkbox"/> Other Please state		

THE SECOND SCHEDULE

Copy of Certificate of Currency MUST be provided to Council.

Amount of Public Liability and Professional Indemnity Insurance Cover required by the Hirer:

Twenty Million Dollars (\$20,000,000)

Signed for and on behalf of the HIRER by:

The HIRER

.....
Signature

.....
Print Name

.....
Position

.....
Date

Signed for and on behalf of COUNCIL by:

The COUNCIL

.....
Signature

.....
Print Name

.....
Position

.....
Date

**NAUTILUS ARTS CENTRE
TERMS AND CONDITIONS OF HIRE**

CONTENTS

1. DEFINITIONS	7
2. INTERPRETATION	8
3. HIRED FACILITY	8
4. SCOPE OF HIRING	8
5. THEATRE RENTAL DEPOSIT	8
6. HIRING FEES AND OTHER COSTS	8
7. PERFORMANCE PREPARATION / STAFFING.....	9
7.1. Notification of relevant Performance and ticketing information.....	9
7.2. Explosive and flammable liquids and other hazards	10
7.3. Staffing.....	10
7.4. Industrial awards, etc.	10
7.5. Engagement of other persons	10
7.6. Venue Equipment	10
7.7. Staff directions.....	10
8. TICKETS	10
9. FEES AND CHARGES	11
10. CANCELLATION	12
11. PROGRAMS AND MERCHANDISE.....	12
12. PROMOTION OF THE PERFORMANCE	13
13. RETENTION OF RECEIPTS	13
14. THE PERFORMANCE.....	14
14.1. Presentation of Performance	14
14.2. Notification of non-appearance of performer	14
14.3. Commencement of Performance	14
14.4. Copyright	14
14.5. Reinstatement of Rig, Removal of Scenery, etc.	14
15. USE OF THE FACILITY	15
15.1. Use of premises	15
15.2. Compliance with usage guidelines	15
15.3. No smoking	15
15.4. Alterations	15
15.5. Additional fittings	15
15.6. Fireproofing	15

15.7.	Suspended objects.....	16
15.8.	Additional electrical equipment	16
15.9.	Consultants fees	16
15.10.	Proper conduct	16
15.11.	No Hindrance	16
15.12.	Audio, Video Recordings etc.....	17
15.13.	Photographs	17
16.	INSURANCE	17
17.	DAMAGE TO PREMISES.....	17
18.	INDEMNITY	17
19.	HIRER’S RISK	18
20.	COUNCIL RIGHTS.....	18
20.1.	Council Staff Obligations	19
20.2.	Council’s responsibility	19
21.	MISCELLANEOUS.....	19
21.1.	Assignment	19
21.2.	Prejudice to licences.....	19
21.3.	Hirer’s Warranties	19
21.4.	Termination	20
21.5.	Discretion.....	20
21.6.	Waiver of Agreement	20
21.7.	Force majeure.....	20
21.8.	Notices	20
21.9.	Entire agreement.....	21
21.10.	Amendment.....	21
21.11.	Governing law.....	21

The City of Port Lincoln, the Council, is responsible for management of the Civic Hall and Nautilus Theatre Complex.

The Council ensures facilities are available to hirers for the presentation of performing arts events as well as for lectures, meetings, conventions and receptions.

These are available to the Hirer on the terms set out below.

1. **DEFINITIONS**

In this agreement and accompanying schedules, unless the context otherwise requires:

Council means the City of Port Lincoln

Associates mean the officers, employees, agents and contractors of the Hirer including the artists and performers of the Performance;

The Venue means the Nautilus Theatre, Civic Hall Complex areas and/or galleries, and all items, facilities and services associated with such venue and including all walks, paths, roads and car parks connected with or comprised in the Venue.

Manager means the Council employee (Coordinating the administrative and or other processes within the venue or venues) administering the venue

Gross Merchandising Receipts means the gross sums received by the Council from programme and merchandising sales less levies.

Gross Box Office means the gross sums received by the Council which is inclusive of fees and charges specified in the First Schedule – Hire Agreement (“Ticket Handling Fee”);

Net Ticket Receipts means the gross box office received from the sale of tickets to Performances less fees and Charges specified in the First Schedule – Hire Agreement (“Ticket Handling Fee”);

Hired Facility means such part or parts of the Theatre (and the Civic Hall) complex;

Licence means the Licence to use the Hired Facility granted to the Hirer under this Agreement;

Performance means the single performance or series of performances or other (related and approved showcase/entertainment type activity and stage area usage) usage specified

Theatre Rental Deposit means the deposit specified in the First Schedule – Hire Agreement.

2. INTERPRETATION

In this Agreement:

- Words importing the singular number only include the plural, words importing the plural number only include the singular and words importing the masculine gender include the feminine.
- Where two or more persons are Hirers, this Agreement binds the Hirers and any two or more of them jointly and each of them severally and also binds the executor's administrators and permitted assigns of them.
- Clause headings are for convenience only and do not affect the interpretation of this Agreement.
- A reference to any legislation includes:
 - any regulations or orders made under such legislation;
 - such legislation and regulations as amended from time to time; and
 - Any legislation or regulations replacing such legislation or regulations.

3. HIRED FACILITY

The Council grants to the Hirer a licence to use the Hired Facility as specified in the First Schedule – Administration Requirements.

4. SCOPE OF HIRING

The Licence provides the Hirer with the right to:

- use the Hired Facility for presentation of the Performance / Event on the days and between the times specified in the First Schedule – Administration Requirements;
- allow its Associates to use the Hired Facility to the extent required for preparation for and presentation of the Performance on the terms set out in this Agreement;
- use such other facilities of the Venue as the Manager's discretion allows;
- have access during a performance to all parts of the Hired Facility that are necessarily used for the Performance but not including (except with the permission of the Manager) those parts used by the Venue's administration and control rooms other than those essential to the performance and allocated to the Hirer for that purpose.

5. THEATRE RENTAL DEPOSIT

The Hirer must pay a deposit to the Council or its nominee, on or before the date specified in the First Schedule – Hire Agreement ("the Theatre Rental Deposit") if requested, which the Council must hold as security for the performance of the Hirer's obligations under this Agreement. Such Theatre Rental Deposit may be retained by the Council and applied by it towards any payments, which are from time to time due and payable by the Hirer to the Council. Upon satisfaction of all payment obligations by the Hirer under this Agreement, the Council must refund to the Hirer any part of the Theatre Rental Deposit not so applied.

6. HIRING FEES AND OTHER COSTS

The Hirer will pay to the Council the sums specified in the First Schedule – Hire Agreement on presentation of the final income and expenditure statement.

If any Performance continues beyond the expiry time specified in the First Schedule – Administration Requirements, the Hirer will pay to the Council any further costs incurred by the Council as a result of such continuation and any other charges as agreed.

The Hirer will, at the end of the term of hire or at such other times as may be nominated in writing by the Council, pay to the Council:

- the amounts paid or payable by the Council for staff time exceeding the allowed time for the staff provided by the Council as listed in the Third Schedule – Hire Agreement for the Hirer’s use;
- the amount paid or payable by the Council as salaries or wages for such additional staff as the Hirer requests the Council to engage or as in the Council’s opinion are necessary for the purpose of the Performance at the flat rates applicable at the time of hiring;
- all costs incurred by the Council as a result of changes requested by the Hirer to Council staff rosters for Performances where such request is made less than 48 hours before the Performance;
- the amounts paid or payable by the Council for –
 - all facilities, services or other items specified in the Hire Agreement; and such other expenditure incurred at the Hirer’s request;
 - any other costs incurred by the Council at the request of the Hirer.

If the Net Ticket Receipts, Gross Merchandising Receipts and the Theatre Rental Deposit are insufficient to cover any fees or other payments due and payable by the Hirer, such fees or payments are immediately payable by the Hirer on demand by the Council.

Any rates, taxes, charges, assessments, duties, impositions and fees of any public, municipal, government or semi-government body authority or department which are levied, assessed or charged (including the goods and services tax) in respect of the venues or associated services offered under this hire agreement by the Council are payable by the Hirer in respect thereof.

7. PERFORMANCE PREPARATION / STAFFING

7.1. Notification of relevant Performance and ticketing information

As soon as practicable after signing of this Agreement but in any event at least 6 weeks prior to commencement of the first Performance, the Hirer must provide in writing to the Council the following information:

- details and requirements for lighting, sound, scenery, fittings, electrical installation and other equipment for the Performance;
- names of artists, performers, musicians, dancers, producers and technicians;
- details of any planned televising recording, (live broadcasting) or (otherwise full or partial publication) of the Performance;
- the information specified in the Administration & Technical Requirements forms; and
- Any other information that the Council may reasonably require at such time in respect of the Performance.

7.2. Explosive and flammable liquids and other hazards

The Hirer must, in writing, at least 6 weeks prior to the Performance, notify the Council of the Hirer's intention to use any potentially hazardous equipment, substances or routines including but not limited to; smoke machines, candles, naked flame, pyrotechnics, explosives, flaming (flammable) liquids or torches, laser, firearms (and/or their replicas), oil, sand, soil, suspension (and/or flying/swinging of) people, the use of water, (trap doors and elevated movable platforms).

No such equipment substances or routines may be brought into or used in the Civic Centre Complex or the Hired Facility except with the written consent of the Council and unless such entry or usage complies with all relevant (safety) legislation (and standards), and does not represent a safety risk to any person or property. The presence of a representative from the South Australian Metropolitan Fire Service or approved agent will be required and will be at the cost of the Hirer.

7.3. Staffing

The Hirer acknowledges that the Venue must be staffed by the minimum level of Council staff as determined by the Council in accordance with legislation relating to work health & safety.

7.4. Industrial awards, etc.

The Hirer must at all times observe and comply with the provisions of all enterprise agreements, awards and determinations as regards any Council staff or Hirer's Associates.

7.5. Engagement of other persons

The Hirer's Associates must be engaged or employed by the Hirer on the terms that any such person or persons will comply with such provisions of this Agreement as may be relevant and the Hirer must ensure that any such person or persons observe and comply with such provisions.

7.6. Venue Equipment

The Hirer acknowledges that the Venue's equipment must not be operated by non-Council staff except (unless it is negotiated and confirmed) with the Council's prior written consent.

7.7. Staff directions

The Hirer may require the staff provided pursuant to this Agreement to carry out the Hirer's reasonable directions subject always to this Agreement and the right of the Manager to give specific directions to staff in any particular case, which override any direction by the Hirer.

8. TICKETS

The Council has the exclusive right to sell tickets to the public for performances unless otherwise agreed.

The prices at which the tickets are advertised and sold to the public shall be notified by the Hirer to the Council in the Second Schedule – Administration Requirements ("Advertised Prices"). Advertised prices shall be inclusive of the ticket handling charge and GST.

Despite anything in this Agreement or the Ticket Terms:

- The Council is solely responsible for determining the maximum number of seats to be sold for each Performance;

- In the absence of fraud or gross negligence by the Council, the Council is not liable to the Hirer for any breakdown or failure in the ticketing system;

The Council will use its best endeavours to ensure that its facilities are open at the standard times, that tickets to the Performance/s are available through its Venue Box Office (and agencies where applicable), and that all ticket purchasers and potential purchasers are provided with service that meets their needs for tickets and information.

The Council will supply on request to the persons nominated by the Hirer in the Second Schedule – Administration Requirements full information about advance ticket sales and will transmit this information by facsimile or other means up to a frequency of once per day. The Council will keep confidential all information pertaining to the sale of tickets to the Performance.

The Hirer will verify the accuracy of all information notified in the Second Schedule – Administration Requirements, prior to the release by the Council of tickets for sale.

The Hirer will supply to the Council copies of all publicity material and advertisements relating to the Performance prior to the publication or broadcast of the material or advertisement and will seek verification from the Council that the information contained in the material is accurate.

The Hirer will include the Venue name and telephone booking number on all material distributed or televised to promote the performance.

The information to be printed on each ticket, and the date that the ticket sales are to commence, are as notified by the Hirer to the Council in the Second Schedule – Administration Requirements.

The Council may nominate certain seats in the Hired Facility (the number of seats for each venue is specified in the Second Schedule – Administration Requirements) as house seats for use at all or any Performance at no cost to the Council at its absolute discretion.

If the Performance requires reserved seating, the Hirer will supply a scale plan of the venue showing the location and number of each seat on sale. All price barriers and all seats to be held off sale, including mixer seats, shall be clearly marked.

The Council will refund a ticket holder where the ticket can be resold and may refund prior to a performance where a patron is able to prove inability to attend.

9. FEES AND CHARGES

The Council will retain a fee (the Ticket Handling Fee) for each ticket to the Performance sold by the Council. The Ticket Handling Fee for all tickets shall be based on the highest **Total Ticket Price GST Inclusive** and calculated in accordance with the First Schedule – Hire Agreement to these Ticket Terms, or as otherwise agreed in writing between the parties.

The Council will retain the fees for complimentary and zero priced tickets detailed in the First Schedule – “Hire Agreement” (the Ticket Handling Fee) to these ticket terms.

A phone & internet booking service fee over and above the purchase price of the tickets may be charged to ticket purchasers for all telephone & internet bookings. Service fees may be varied by the Council from time to time.

The Theatre Hire Deposit paid by the Hirer will not be refunded in the case of cancellation by the Hirer.

10. CANCELLATION

Where a Performance can not proceed as scheduled, the Hirer must immediately notify the Council in writing of the fact with reason(s) explaining the circumstances.

Where the Performance is cancelled, the Hirer remains liable for the Hiring Fee except that, where the Council re-hires the Theatre for the relevant dates and times, the Hirer is not liable to the extent that the Hiring Fee is recovered by such re-hiring. Even if, because of such rehiring, no Hiring Fee is payable, the Hirer must still pay on demand from the Council:

- All costs incurred by the Council in preparing for the use of the Hired Facility for the cancelled Performances including costs associated with front of house, casual and catering staff, and sub-contractors, security, cleaning, merchandising, cost of ticketing, advertising and refunds.
- All costs incurred by the Council in advising ticket holders of cancellation and associated ticket refund costs where applicable.

The Hirer authorises the Council to refund the full price of tickets immediately the hirer confirms to the Council in writing that the Performance is cancelled or postponed, unless otherwise agree in writing between the parties. The Hirer will pay to the Council a handling fee equal to twice the ticket handling charge for each ticket refunded. The Hirer indemnifies the Council in respect of any loss or damage arising out of the cancellation or postponement of the Performance.

The Council accepts no liability for any power (interruption or) failure, which is caused due to no fault of the Venue('s facilities and/or operators).

11. PROGRAMS AND MERCHANDISE

The Hirer or its agent may publish programs for Performances and supply merchandise relating to or connected with the Performance for sale by the Council in the (designated areas) foyer areas of the Hired Facility or in such other area of the Centre as approved in writing by the Council.

The Council is entitled to a commission of 10% for each sale of the Hirer's programs and merchandise as specified in the Second Schedule – Administration Requirements. The commission will be calculated on the GST exclusive component of Gross Merchandising Sales. GST will then be added to this amount.

The Council can arrange for staff to sell programs and merchandise at the hirer's cost in addition to the levy specified.

The Council may deduct its levy and any other selling costs from the sale proceeds of the programs and other merchandise and, subject to the next (paragraph) sub-clause, must as soon as practicable after the Performances remit the balance of the sale proceeds to the Hirer or its nominee specified in the First Schedule – Administration Requirements.

The Council may apply any or all the balance of the proceeds of sale of the programs and other merchandise to monies due and owing by the Hirer to the Council but not paid.

Except as specified in this (paragraph) clause, the Hirer must not sell or allow to be sold any program, circular, brochure, information sheet or merchandise relating to or connected with the Performance, unless approved in writing by the (Venue) Manager (or his/her nominee).

12. PROMOTION OF THE PERFORMANCE

The Hirer must ensure that the promotion of the Performance does not cause detriment or embarrassment to the Council, (its cause or business) or the Council's sponsors, including ensuring that no attribution, signage or other promotion is used or available in the Theatre (other than attribution in programmes sold to ticketholders) to promote a competitor of a sponsor of the Council. The Hirer must obtain the prior written consent of the Council to any promotion in the Theatre of the Hirer's sponsors (other than attribution in programs). Consent may be withheld if the Council considers that such promotion could prejudice the interests of the Council or a sponsor of the Council.

Any use of Council Official brand image/signage/slogan/graphics e.g. Logo, text font, artwork, its size, frames and colours used for the purpose of advertising, promotion or sponsorship must be authorised and approved by the Council. Misuse and non compliance may attract fines and result in further legal actions.

13. RETENTION OF RECEIPTS

Except as provided in this clause, the Net Ticket Receipts and Gross Merchandising Receipts will be retained by the Council or its agent.

At the conclusion of the last Performance, such Net Ticket Receipts and Gross Merchandising Receipts may be applied (together with the Theatre Rental Deposit) by the Council in satisfaction of all amounts then due and payable by the Hirer to the Council.

Unless otherwise agreed, within 14 business days after the conclusion of the Performance/s, the Council must:

- Furnish to the Hirer a final statement detailing the manner in which the Theatre Rental Deposit, the Gross Box Office, and Gross Merchandising Receipts have been applied by the Council in accordance with this clause; and
- Pay to the Hirer or its nominee the balance of the Theatre Rental Deposit, the Net Ticket Receipts and Gross Merchandising Receipts where applicable.

The Hirer must examine the box office and final statements promptly and in each case must notify the Council in writing of any error or objection within 14 days of receipt.

Unless the Council receives notification in accordance with the preceding clause, the box office and final statements will be deemed true and correct.

If the Theatre Rental Deposit, the Gross Box Office and the Gross Merchandising Receipts prove insufficient to cover all amounts payable to or deductible by the Council pursuant to this Agreement, the Hirer must pay within 14 days of the receipt of the final statement, the balance shown therein to be due to the Council.

If the Council is satisfied that it will receive out of the Theatre Rental Deposit, Gross Box Office and Gross Merchandising Receipts an amount sufficient to cover all amounts payable to the Council by the Hirer or deductible by the Council under this Agreement then the Council may, by prior arrangement with the Hirer, hold any number of interim settlements with the Hirer relating to any one or more of the Performances which the Hirer may reasonably request, at the times agreed between the parties.

At the completion of the Performances an adjustment will be made between the parties on the final settlement to allow for the actual costs and payments payable to the Council by the Hirer or deductible by the Council under this Agreement.

14. THE PERFORMANCE

14.1. Presentation of Performance

The Hirer must ensure that:

- the Performance/s are conducted at and finished within the specified times;
- all contracts with and other commitments to the Hirer's Associates are complied with;
- all taxes and levies of any kind imposed upon the Performance are paid when due;
- sets and other equipment used in the Performance are only brought into and taken out of the Hired Facility or Venue at entry and exit points (specified) notified by the Manager;
- the Performances are presented efficiently and, to the best of the Hirer's ability, without interruption;
- the duration of any interval will be (no less than) 20 minutes. This duration may not be altered unless approved by the Council.

14.2. Notification of non-appearance of performer

If any artist or performer named in a published programme is unable to perform through health injury or otherwise in a Performance then the Hirer must immediately upon becoming so aware notify the Council or the Manager in writing and must procure at the Hirer's cost such further announcement or publication as the Council may reasonably require.

The Hirer must indemnify the Council and its employee's agents and contractors against any actions or liability arising out of such replacement including claims for full or partial refunds by any ticket holder. The Hirer must also pay all costs associated with advising ticket holders of such replacement.

14.3. Commencement of Performance

The Hirer will not commence any Performance earlier or later than the starting time specified in the First Schedule – Administration Requirements unless any change of such time has been previously approved in writing by the Council.

14.4. Copyright

The Hirer shall not infringe or breach or permit or suffer to be infringed or breached any copyright, performing right or any other protected (intellectual property and moral) right in connection with any Performance. The Hirer may seek written permission from the Council to have a recording made of any part or parts of any performance involving material subject to A.P.R.A / PPCA License and must produce to the Council in support of such application an A.P.R.A / PPCA licence current for the Performance.

14.5. Reinstatement of Rig, Removal of Scenery, etc.

The Hirer must pay the additional cost of the Council staff in reinstating the Council's standard (lighting and sound) rig (as determined by the Council and set out in the Technical Facilities Form) at the end of the Performance or series of Performances.

The Hirer must remove from (the Venues and any adjacent) Hired Facility all the scenery, curtains, (own technical equipment), property goods and effects of the Hirer (“the Equipment”) immediately after each Performance or, if previously approved in writing by the Council, immediately after the last of any series of Performances or at some other time (as authorised) accepted in writing by the Council. The Council (reserves the right not to be anyhow and in any way responsible for any lost or damaged property left by the Hirer within Council owned, operated and/or managed premise) is not responsible for any loss or damage to the Equipment. The Council may hold and store such Equipment at such places as the Council may deem fit at the expense of the Hirer. The Council will not dispose of any Equipment until it has given 5 business days written notice to the Hirer of its intention to (take appropriate action in disposing) dispose of the Equipment.

15. USE OF THE FACILITY

15.1. *Use of premises*

The Hirer must not use or allow to (use) be used the Hired Facility other than for the Performance (purpose) at the times specified in the First Schedule – Administration Requirements.

15.2. *Compliance with usage guidelines*

The Hirer must comply and must ensure that its Associates are informed of and comply with guidelines for usage of the Hired Facility and the Venue (including compliance with the Council’s (legislative WH&S policies, safe operating and standard operating procedures, regulations and by-laws) work health and safety policies) which are issued by the Council from time to time. The Council must not issue guidelines, which are inconsistent with specific provisions of this Agreement.

15.3. *No smoking*

In accordance with the Australian Health regulations and the WH&S Act, SMOKING is not permitted within the Government occupied and operated Public Venues and Spaces (including open public spaces such as sporting stadiums and facilities). A 10metre venue door access zone must be respected by the smokers.

The Hirer must comply with the Council’s NO SMOKING Policy at all times unless (cigarette) smoking (constitutes) is required as part of a Performance. Any such (prop/action) smoking must be notified in writing to the Council prior to the Performance.

15.4. *Alterations*

The Hirer must not make any alteration (including painting drilling or other modifications) to the structure fittings decorations or furnishings of the Hired Facility or the Venue without the prior written approval of the Council.

15.5. *Additional fittings*

The Hirer will not provide additional fittings decorations or furnishings to the Hired Facility unless they have been previously approved in writing by the Council. The Hirer must immediately after each Performance (or if agreed in writing by the Council immediately after any particular series of Performances) remove all such additional fittings decorations or furnishings.

15.6. *Fireproofing*

The Hirer must not bring into the Centre any scenery curtains or properties to be used in connection with any Performance unless they have been fireproofed to the satisfaction of the Council whilst they are in the Centre.

15.7. Suspended objects

The Hirer must not suspend or permit objects to be suspended in the Hired Facility or any other part of the (Civic) Centre (Complex) until such objects (including their hanging attachments had been rated, inspected and in compliance) and their manner (and technique) of suspension have been approved in writing by the Council. Please note that a Rigger's Certificate and expert advise may be sought prior of scenery suspension/fly at Hirer's Expense.

15.8. Additional electrical equipment

The Hirer will not install or use or bring into the Hired Facility any additional electrical installation equipment or fitting for the purpose of the Hirer's Performance unless:

- they have been approved in writing by the Council;
- that equipment (has current and approved Electrical Test and is Tagged to prove the Electrical Equipment test standard compliance) complies with the requirements of Australian Standard AS 3000 or any replacement or amended standard; and
- The Hirer undertakes to pay the cost of such installation of equipment or fitting and such charges as may be determined by the Council for electricity consumed by such installation of equipment or fitting and for any additional staff made necessary as a result.

15.9. Consultants fees

The Hirer will pay to the Council the proper (consultancy) fees of any (designer), architect, engineer or other professional or technical consultant(appointed by) of the Council by reason of or arising out of any application by the Hirer under the two preceding clauses.

15.10. Proper conduct

The Hirer will:

- conduct and manage all Performances in a proper orderly and lawful manner;
- ensure that all Associates do not engage in improper disorderly or unlawful conduct (and behaviour) in the Hired Facility or elsewhere in the Venue (or its immediate outside premise);
- not do any act or omit to do any act, which may injure or (intend) tend (harm or to) injure the reputation of the Venue or the Council;
- notify the Manager of any improper, disorderly or unlawful conduct (and behaviour) in the Hired Facility or elsewhere in the Venue;
- Co-operate with and assist any authorised person or persons appointed by the Council to be an authorised person in maintaining order in the Venue.

15.11. No Hindrance

The Hirer must not hinder or obstruct or permit any Associate to hinder or obstruct any member of the Police Force or any authorised person in the exercise or discharge of their duties in the Hired Facility or in any other part of the Venue.

15.12. Audio, Video Recordings etc.

The Hirer must not transmit, reproduce or permit the transmission or reproduction by television or sound broadcast or by any other means, any part of the Performance except with the prior written consent of the Council, which if the broadcast is for commercial purposes may be provided on condition that a fee or commission may be paid to the Council.

15.13. Photographs

The Hirer shall not take nor permit the taking of any photographs in the venue or the hired facility, or during performances except with the prior written consent of the Council.

16. INSURANCE

The Hirer will not do or permit to be done anything in the Hired Facility which might cause a policy or policies of insurance on the Venue against damage by fire or otherwise to become void or voidable or the applicable rate of premium to be increased. The Hirer will indemnify the Council against any such events.

The Hirer is responsible totally for any damage, theft or loss of its own equipment, instruments, sets, props or costumes and the Council assumes no responsibility for any such damage theft or loss.

The Hirer must take out and maintain public liability insurance for not less than the amount specified in the Second Schedule – Hire Agreement. The Hirer must procure the policy to be endorsed to include the Council for its respective rights and interests. Copies of such policy shall be presented to the Council on the signing of this agreement.

The Hirer or its Associates must not use or encourage others to use any venue(s) and hired facility emergency equipment or part of it for purposes other than the emergency equipment has been purposely designed and installed for. (Fire extinguishers must not be used as door holders for example and fire blankets as screens).

The Hirer and its Associates must ensure that the emergency evacuation exit doors and designated emergency exit ways are always clear and un-obstructed in any way and that the excess to any emergency equipment is always unrestricted.

17. DAMAGE TO PREMISES

The Hirer will at its costs and to the satisfaction of the Council make good any damage caused by the Hirer or its Associates to the Hired Facility or to any equipment article or thing supplied in connection with the Hired Facility during the use of such Facility by the Hirer. The Hirer indemnifies the Council against any loss of profit or opportunity by the Council as a result of any such damage.

18. INDEMNITY

Without limiting any indemnity provided in any other clause, the Hirer indemnifies the Council and the Council's employees' agents and contractors against any loss, claims or liabilities directly or indirectly arising out of or in connection with:

- any accident, damage or injury to any person or property in connection with the Performance of the hiring by the Hirer of the Hired Facility;
- any loss of property by the Hirer its Associates or any other person;
- the publication sale or refund of any tickets for the Performances;

- any breach of copyright or other intellectual property as a result of any Performance;
- a breach of this Agreement by the Hirer or conduct inconsistent with this Agreement by an Associate of the Hirer;
- any cancellation or variation of any insurance policy as a direct or indirect result of the Hirer's or the Hirer's Associates' acts or omissions (whether or not in breach of this Agreement);
- any installation of equipment into or removal of such equipment from the Hired Facility; or
- The quality or contents of any Performance.

19. HIRER'S RISK

The Hirer will use and occupy the Hired Facility at the risk of the Hirer and the Hirer releases to the full extent permitted at law and separately indemnifies the Council and its officers servants agents and contractors from all actions, claims and liabilities of every kind resulting from any loss or damage suffered by any person or persons arising out of the exercise by the Council of any right or discretion under this Agreement, except to the extent that such loss of life, injury, loss of or damage to property or other loss is caused or contributed to by the negligent or wrongful act or omission of the Council.

20. COUNCIL RIGHTS

The Council has the following rights (which as between the Hirer and the Council are exclusive to the Council):

- to print supply and sell, or arrange through its agents for the printing supply and sale of tickets to the Performance;
- to supply, or arrange through its agents supply, to persons attending the Performance food and drink and associated catering services;
- to maintain custody of the keys of the Venue;
- to enter the Hired Facility at any time;
- to suspend or otherwise control any Performance which in the reasonable opinion of the Manager directly or indirectly discriminates/offends/intimidates individuals, groups and communities or the Council, its cause and its business.
- to distribute to persons attending the Venue a free information sheet or other information containing details of future events at the Centre;
- to regulate admission (including refusing admission to any person not surrendering a ticket or to any person or persons who in the Council's opinion are not conducting themselves in a proper orderly or lawful manner);
- to supply security and cleaning services in relation to the Performance;
- to prescribe acceptable sound limits for any Performance;
- to modify for safety reasons any stage design, set, scenery, scaffolding or rigging used in the Performance;

- to authorise the Manager to exercise on behalf of the Council and at the Manager’s discretion the rights of the Council under this Agreement;
- a right of first refusal to supply labour for bump in and bump outs relating to the Performance;
- to do anything else or give any directions to the Hirer or its Associates (which shall be complied with by the Hirer and which the Hirer shall ensure its Associates to comply with) in relation to the Hired Facility or the Performance which in the reasonable opinion of the Council is necessary to ensure compliance with this Agreement, protect the Hired Facility or other parts of the Venue from damage or to protect any person (including the officers, employees, agents or contractors of the Council or the Hirer and any Associates of the Hirer) from possible injury or risk.

20.1. Council Staff Obligations

The Council shall provide at its own cost such staff facilities, equipment and services as are specified in the Third Schedule – Hire Agreement.

The Council shall provide at the Hirer’s cost in all respects such staff facilities, equipment and services as are specified in the Fourth Schedule – Hire Agreement.

20.2. Council’s responsibility

Any rights and powers of the Council under any of the provisions of this Agreement shall not be deemed to impose upon the Council any responsibility for the selection of the work or works proposed to be performed or being performed in the Hired Facility and any granting, withholding or refusal of any permission by the Council shall be construed accordingly.

21. MISCELLANEOUS

21.1. Assignment

The Hirer must not assign or change this Agreement or any licence or authority granted under this Agreement except with the prior (negotiation and) written consent of the Council.

21.2. Prejudice to licences

The Hirer must not, and must ensure that its Associates do not:

- prejudice any permit, licence or authority held by the Council; or
- Commit any act or omission, which breaches or may breach any legislation, regulation, direction, condition or guidelines of any Government authority.

21.3. Hirer’s Warranties

The Hirer warrants to the Council that:

- the Hirer has the power to enter into this Agreement and this Agreement and the Performance will not infringe any other party’s rights;
- all agreements and arrangements necessary for the Performance are in place;
- all information provided to the Council prior to and during the course of this Agreement is materially true and correct;

- all the Hirer's Associates have been advised by the Hirer that the Council has no obligations to them and that their sole recourse for any non-payment of fees or for any breach of contract or for any other matter is against the Hirer.

21.4. Termination

If at any time:

- the Hirer breaches this Agreement which breach is not rectified to the Council's reasonable satisfaction within 2 business days of notice to the Hirer of the breach;
- in the opinion of the Council there is likelihood that damage may be caused to the Hired Facility or any part of the Venue if the Agreement continues; or
- in the opinion of the Council the organisation or advertisement 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;
- the Hirer, if an individual becomes insolvent under administration or, if a body corporate becomes an externally administered body corporate (within the Corporations Law meaning of such terms);
- any warranty or material information provided by the Hirer or its Associates proves to be incorrect then the Council may immediately terminate the Licence by written notice to the Hirer such termination being without prejudice to any right or remedy of the Council for any breach by the Hirer of this Agreement.

21.5. Discretion

In any case where the consent or approval to any act or omission is required by the Council such approval or consent may be given or withheld in the absolute uncontrolled discretion of the Council.

21.6. Waiver of Agreement

None of the provisions of this Agreement shall be taken either at law or in equity to have been varied waived discharged or released by the Council unless by its express notice in writing to the Hirer.

21.7. Force majeure

If a party is delayed in performing its obligations under this Agreement due to circumstances beyond its reasonable control (and without fault or negligence by that party) then the time within which such obligation must be performed is extended for the period of such delay. This clause does not operate to allow the Hirer to conduct the Performances on any date or at any time other than those specified in the First Schedule – Administration Requirements.

21.8. Notices

Any notice required to be given or served under this Agreement shall be sufficiently given or served:

- on the Hirer, if signed by the Manager and if served personally on the Hirer or if left at or forwarded to the Hirer at the address set out in the First Schedule – Administration Requirements;
- on the Council, if addressed to the Council and posted to the Venue Manager of the Hired Facility specified in this Agreement.

A notice sent by post shall be deemed to be given or served at the time when it ought to be delivered in due course of post.

21.9. Entire agreement

This agreement is the whole agreement between the parties about the subject matter of this agreement.

Subject to mandatory application of law, no provisions are implied.

This agreement supersedes any prior agreements or obligations between the parties about the same subject matter.

21.10. Amendment

This agreement can only be amended by written agreement of both parties.

21.11. Governing law

This agreement is governed by the laws in South Australia.

The courts of South Australia have exclusive jurisdiction in connection with this agreement.

I _____ **“ HIRER”** have read Terms and Conditions of Hire as provided by the COUNCIL and agree to abide by the provisions specified therein. I also certify that the information supplied in the Administration and Technical Requirements forms (if applicable) are true and correct.

Signed for and on behalf of the HIRER by:

.....
Signature

.....
Print Name

.....
Date

OFFICE USE ONLY:

TENTATIVE CALENDAR BOOKING ENTRY DATE: __/__/20__ INITIALS: ___

RECORDS ENQUIRY 16.6.1.9

ATTACHED AND SENT TO ENQUIRER

FEES & CHARGES SCHEDULE

CONDITIONS OF HIRE

SMALL SCALE THEATRE/GALLERY EVENTS

SMALL SCALE TECHNICAL REQUIREMENT FORM

THEATRE HIRE ONLY

TECHNICAL REQUIREMENT FORM ADMINISTRATIVE SCHEDULE

BOOKING RECORDS NO.: _____ DATE: __/__/20__ INITIALS: ___

HIRER'S COPY OF PUBLIC LIABILITY INSURANCE RECEIVED

RISK ASSESSMENT RECEIVED

COVID SAFE PLAN RECEIVED