



## **CENTRE FOR PERFORMING ARTS**

### Terms & Conditions of Use Hire Contract

**1. The hirer (individual or organization) that has been granted approval for the use of All Saints' College Centre For Performing Arts and facilities (CPA) must:**

- Use the CPA only during the approved dates and hours of use only.
- Return the CPA and every part thereof in the same condition as was found, properly cleaned and tidied, all refuse removed and all appurtenances in good substantial repair.
- The hirer must observe and follow all security and emergency evacuation procedures whilst in occupation of the building.
- The hirer shall comply with the provisions and regulations of the College and with the provision of all Acts and Regulations applicable to the hirer, including the Health Act, the Local Government Act, Sunday Entertainment Act, The Live Performance award and any Regulations made thereunder and shall indemnify and keep indemnified the College against all losses, expenses, liabilities, claims and damages incurred as a result of the hirer's breach of any *such Act, By-law, Statutes or Regulations*.
- The hirer is responsible for any infringement of copyright. The hirer shall indemnify and keep indemnified the College against all losses, expenses, liabilities, claims and damages incurred by the College for infringement of copyright arising from the hirer's use of the CPA. The College is under no obligation to ensure, prior to the use of the CPA, that the activity for which the CPA are hired does not infringe copyright.
- Pay promptly for any loss, damage, cost of repairs or replacement of any items damaged during or as a result of the individual's/ organisation's or its guest's use of the CPA.
- Comply with all directions given by the College or its authorised representative regarding the use of the facilities.
- Pay on demand any reasonable expenses for any breach of conditions of hire.

**2. "Centre for Performing Arts and facilities" means any associated building/space that falls within the Arts portfolio.**

**3. Legal Costs**

The College reserves the right to take legal action for recovery of outstanding debts. Any expenses, costs or disbursements incurred by the College in recovering any outstanding debts and charges, including debt collection agency fees and solicitor costs, shall be recoverable by the College.

#### **4. Interest**

The College reserves the right to charge interest at the College's bank overdraft rate plus 2% on all invoices unpaid by the due dates.

#### **5. The individual/organisation must not, and must not permit anyone else to:**

- Use the CPA except for the permitted use and purpose that approval was granted for.
- Use any area indicated as non-accessible by the College.
- Sell any alcohol in the CPA.
- Allow any alcohol to be brought onto the College grounds without express written permission from the Principal, whether such permission is granted is at the College's absolute discretion.
- Carry on any illegal, noxious or offensive activity at the College.
- Do anything which might cause nuisance, damage, disturbance to any other person, occupier or owner of any adjacent or neighbouring property.
- Interfere with, or remove, any of the services or equipment in the CPA.
- Bring on the campus any hazardous chemical or any object which by its nature or weight might cause damage to the College campus and its facilities.
- Use any sound-producing equipment at volume that interferes with the enjoyment of the Facilities by another person. The College does not warrant that the facility is suitable for the purpose of the CPA Hire by the individual/organisation.

#### **6. Indemnity**

The individual/organisation acknowledges and agrees that the individual/organisation uses and occupies the Facilities at their own risk. The individual/organisation releases the College from all claims resulting from any damage, loss, death or injury suffered by an event attendee in connection with the Facilities except to the extent that the College is negligent.

The hirer shall indemnify and hold the College indemnified from and against all actions, suits, proceedings, costs, claims, expenses, damages and demands whatsoever which may be taken, prosecuted or made against the College or incurred or become payable by the College for or on account of loss of life, injury or damage to persons or property suffered or sustained by any person or body howsoever caused whilst on the premises on behalf of the hirer or otherwise incidental to the use of the premises by the hirer.

#### **7. Insurance**

The individual/organisation must take out and keep current an insurance cover noting the interest of the College for public risk for any single event for \$10 million and provide evidence of insurance cover to the College at least fourteen (14) days prior to the event.

#### **8. Permits**

The College is not liable to obtain any permit, including Liquor Permits, for the activities of the individual/organisation. Should a permit be required the individual/organisation must obtain such permit and provide a copy to the College at least fourteen (14) days prior to the hire.

## **9. College Access**

The College and/or its representatives may enter the CPA at any time and remain in the CPA for the purpose of viewing the CPA and the arrangement made to keep the CPA in accordance with this agreement.

## **10. Payments**

To confirm a booking the individual/organisation must pay:

- Booking deposit of \$500 within 7 days after receipt of invoice – applicable to first time hirers only.
- Deposit of 50% of the hire cost 4 weeks prior to the event.
- The balance of hire charge and hiring of equipment costs shall be paid within seven (7) days of receiving the final account.
- Note: for all new clients to the College, full payment is required four weeks prior to event. C.O.D. of all charges.
- Payment either by EFT (details provided on tax invoice) or by cheque (made payable to “All Saints’ College”).

## **11. Cancellations**

Hirer cancellations shall be made in writing to the “Director of Business and Administration”, giving not less than four (4) weeks’ notice.

- If a hirer gives less than 4 weeks’ cancellation notice, then the deposit will be forfeited.
- If a hirer cancels a booking less than 48 hours before the time set for use, the full charges for the hire shall be made.

The College shall not be held liable for interference or disruption or enforced cancellation caused by industrial action, an Act of God or any other circumstances which is beyond the control of the College.

The College may cancel a confirmed booking or relocate a confirmed booking at an alternative Facility, without notice if extraordinary or unusual circumstances warrant such action. No compensation is payable in respect of such termination except that the individual organisation is entitled to receive a refund of any part of the hire fee that has been pre-paid.

The College, at its discretion, may prohibit any performance or function for the following reasons:

- It is considered objectionable or dangerous.
- It is an infringement of copyright.
- It is prohibited by law.
- It would be detrimental to the good standing and reputation of the College.
- Failure to supply proof of public liability insurance prior to the function.

In any such case the hirer shall be deemed to have consented to the prohibition and the College shall not be liable for any loss or damage suffered by the hirer as a direct or indirect consequence of the College's prohibition of any performance or function of the hirer.

## **12. Publicity**

The hirer shall not issue any advance publicity or make any statement to the use of the premises before receipt of written acceptance of the hiring by the College. Any publicity whether in poster form, on tickets, or in the media shall correctly refer to the venue and require approval from the College's Community Relations Department.

The hirer shall not make any statement in any advertisement which directly or indirectly falsely implies that the use for which the premises are hired is conducted or promoted by the College.

The hirer shall not display any poster or advertisement within any part of the College or grounds of the College without approval from the College's Community Relations Department.

## **13. Staff**

All use of the venue must comply with the minimal staff requirements as set out in the Theatre Operations Manual guidelines. The College may employ additional staff, such as car parking attendants, stagehands etc. as necessary, at the hirer's expense, to achieve these requirements.

## **14. Neighbors**

All Saints' College is located within a residential area and due consideration must be given to its neighbours, staff and residents at all times. No parking is allowed outside of designated and agreed parking areas.

## **15. Ticketing**

All tickets will be organised at the hirer's discretion.

## **16. College Smoking Policy**

All Saints' College is a smoke free campus and therefore smoking is not permitted on the College grounds at any time.

## **17. Special Consideration**

The maximum auditorium capacity for the All Saints' Centre for Performing Arts is seating for 420 people, however, this capacity can change depending on the type of the event. The hirer shall not admit patrons to the premises in excess of the number of seats available. This does not include an allowance for the placements of wheelchairs.

All decorations, including flowers, are to be removed as soon as practicable after the function.

The use of glitter and sequins is not permitted on stage or in the venues, unless authorised in advance in writing by the venue manager.

Performers in costume with make-up are not permitted to use the auditorium seating.

Nails, pins, blue tack, drawing pins or other fastenings are not to be driven into or affixed to walls or woodwork and adhesive tape is not to be used to fasten or affix items to any wall, window, woodwork or curtains unless authorized by the Theatre Manager.

The hirer shall not make any alteration to seating or stage setting unless with written permission of the Theatre Manager.

The hirer agrees that no setting up or dismantling of scenery or lighting is permitted except in the presence of a member of the Centre for Performing Arts Management Team.

The hirer shall not bring any liquor and food into the premises unless approved by the Theatre Manager.

Water - Only water contained in proper “non-spill” bottles may be brought into the CPA auditorium area by request.

**18. Venue Etiquette required during use:**

- **Stairs, Exits and Entries**  
Patrons must be clear of stairs or exits during performances and for safety, as a courtesy to other ticketholders they must only enter or leave the auditorium during performance breaks or event changes.
- **Aisles**  
For safety and as a courtesy to other ticketholders sitting or standing in the aisles is not permitted. Aisles should be kept clear at all times.
- **Animals**  
The CPA has a strict policy towards animals on the premises and therefore does not allow animals or pets at the CPA under normal circumstances, with the exception of service animals such as guide dogs.
- **Bag Check**  
Please note that backpacks and other large bags are not permitted into the auditorium. For the comfort, safety and security of all patrons, all such items should be checked into the Box office.
- **Box Office**  
The CPA Theatre Box Office is located on site in the main foyer lower level.
- **Cameras**  
Video cameras, mobile phones, monopods, tripods, audio recording devices and cameras with telephoto or zoom lenses, including SLR's, are not permitted inside the CPA without permission of the CPA Management.
- **Flash Photography**  
Flash photography inside the CPA auditorium is prohibited at all times. Flash photography is not only distracting to the performers, but to fellow patrons as well.
- **Children**  
All children over the age of 2 require a ticket to gain admittance to the CPA Auditorium. Any child who has yet to reach their 2<sup>nd</sup> birthday does not require a ticket however; they may not occupy their own seat and **must sit on a parent's or guardian's lap**. Please note, no booster seats are available in the venue.
- **Code of Conduct**  
We ask all guests to be respectful of others around them. Any guest who interferes with the enjoyment of another individual during an event is subject to ejection from the building. During performances we ask guests to remain seated for the duration of the performance. There is a very strict no standing or dancing policy, any patron not complying with this will be subject to ejection. Some entertainers may instruct the CPA patrons to get up and dance, this does not override the Venue policy of no standing or dancing policy, and this will be enforced. Standing on seats or any other building structure is not permitted and may result in ejection from the venue.
- **Disabled Services**  
The CPA provides disabled access. The venue also has a hearing loop installed in the Auditorium
- **Theatre Opening Times**  
Entry doors for events held in the CPA open 45 minutes prior to event start time. House doors open 20 minutes prior to start.

- **Dress Code**  
Unless otherwise noted, the CPA does not have a formal dress code. We do ask, however, that you use your best personal judgement when dressing for an event.
- **First Aid**  
All clients are required to have a person qualified in basic first aid on site for their event for medical emergencies.  
The venue has a first aid station available.
- **Guest Services**  
The CPA is committed to providing a safe and enjoyable atmosphere. Any guest in need of assistance during an event may seek assistance from an usher.
- **Handouts/Leaflets/Vending**  
The distribution of promotional items, flyers, handbills or printed materials is not permitted without written permission of the CPA Management. In addition, vending, peddling or product sampling is not allowed.
- **Lost Property**  
If you've misplaced an item while you're still at the theatre, please ask an usher. If you've already left the theatre, please call the Theatre Management: Adrian Arnold 0415333978 email [adrian.arnold@allsaints.wa.edu.au](mailto:adrian.arnold@allsaints.wa.edu.au) or Geoff Glencross 0405250982 email [geoff.glencross@allsaints.wa.edu.au](mailto:geoff.glencross@allsaints.wa.edu.au)
- **Parking**  
There are parking areas located within the grounds as shown on the All Saints' College map.
- **Prohibited Items**  
We ask all guests to arrive early and travel light as you may be subject to search. We ask that our guests avoid bringing unnecessary items. Amongst items that are prohibited from Theatre are: weapons, oversized bags, outside food and beverage, cans, bottles, alcohol, drugs, laser pens, balloons, video cameras, monopods, tripods, audio recording devices and cameras with telephoto or zoom lenses. You may bring in a digital, disposable or 35mm camera (with no zoom or telephoto lens), however, for some events, cameras of any type and/or flash photography may be prohibited.
- **Ticket Stubs**  
Your ticket is proof that you are in possession of a valid ticket for the event that you are attending and also designates your correct seat location. This information will also help our staff locate your party in the event that you become separated. The CPA staff may ask to see your ticket at any time during the event. You will also need to keep your ticket to readmit the building should you leave during breaks.

If you have lost your tickets or they have been stolen before your event takes place, please return to your point of purchase for further assistance.

**We ask that you comply with all these policies. Any patron not in compliance is subject to ejection.**

## **19. Event Noise**

It is the responsibility of the event organiser to comply with all regulatory requirements associated with noise. The event organiser is also obliged to inform in advance the residents surrounding the College that may be affected by the noise from the event.

