

# SCT HIRE TERMS & CONDITIONS

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Drafted by	Michelle Nightingale	Approved by Board on	2 July 2017
Responsible person	Secretary	Scheduled review date	July 2020

## OVERVIEW

The following Terms & Conditions of hire apply to any parties of individuals named in the attached booking form or hire agreement.

The return of the signed facility hire application form is taken as acceptance of the terms and conditions of the Stirling Community Theatre Inc on the nominated date/s.

## GENERAL INFORMATION

### LOCATION:

- The Stirling Community Theatre is located on Avenue Road, Stirling.
- A Management Committee manages the Stirling Community Theatre with the venue being owned by the Adelaide Hills Council.

### CAPACITY:

- The theatre seats 213 people in total including 2 permanent wheelchair spaces.

## BOOKINGS AND FEES

### HOW TO BOOK THE STIRLING COMMUNITY THEATRE:

- Hires will be booked into the theatre calendar as a pencil booking in the first instance. Hires are not considered confirmed until the Hire Contract is signed, proof of Public Liability Insurance is sighted and a hire deposit is paid.
- Should the Stirling Community Theatre receive an inquiry from another hirer for a pencil booking on the same dates, the hirer holding the pencil booking will be given 1-week to confirm their pencil-hire. If they are not in a position to confirm, the dates will be given to the next hirer waiting who is ready to confirm.

### THEATRE FEES:

- The Stirling Community Theatre facilities include a fully equipped theatre, standard lighting rig and basic sound equipment, backstage, dressing room and foyer. Other rooms are available for hire at an extra rate per hour.
- The Stirling Community Theatre is charged out at a Daily rate for theatre hire (rate is adjusted accordingly to the schedule of activity and type of use), or hourly rate for lecture or room hire, which is inclusive of a dedicated Technical Officer. The Technical Officer's role is as custodian of the venue and to facilitate the hirer's activity in the venue.
- In addition to the venue hire charge, Hirers are also charged for a return to standard lighting rig (if required), use of set, props and costumes belonging to the Stirling Community Theatre. Rates are available from the Bookings Officer.

- A booking is not secure until a non-refundable deposit of 25% of the total hiring amount plus the bond is received.
- The cost of any damage, breakages or abnormal cleaning is to be met by the hirer and will be deducted from the bond. Any such costs in excess of the bond will be payable by the hirer.
- A final invoice will be issued upon completion of hire.
- The bond (see schedule above) is payable on signing this agreement. The hire may not commence until the Stirling Community Theatre has received the bond.
- The Hirer agrees to pay all collection charges for any unpaid account or portion thereof.
- The Hirer agrees to meet the above conditions and to pay the charges as listed under “Agreed for Hirer”.
- Hire of the Stirling Community Theatre does not include Front-of-house staff. The Hirer is required to provide own Front-of-House staff and follow the FOH and Safety Procedures for public safety.
- The Stirling Community Theatre can provide additional professional technicians or crew to Hirers at a cost.
- The Stirling Community Theatre is not registered for GST and will, therefore, not be charging GST.

**ADDITIONAL HIRE FEES WILL BE INCURRED FOR THE FOLLOWING;**

- Additional hours of Stirling Community Theatre hire (outside what is set out in the Venue Hire Agreement)
- Access to the Technical Officer for induction, bump in, bump out (min 2 hours). (The need for you to have the Technical Officer present at rehearsals and / or performances is at the Technical Officer or Theatre Manager’s sole discretion).
- Additional Technical Officer’s hours (outside what is set out in the Venue Hire Agreement)
- Hire of additional equipment
- Use of consumable items in some equipment
- Additional cleaning if the SCT considers that such is necessary.
- Replacement costs for any damaged equipment
- Bond monies will be reimbursed upon return of all keys and satisfactory completion of Stirling Community Theatre condition report (to be signed off by a SCT Representative). Allow up to 28 days for bond refunds to be returned by mail

**CANCELLATION OF BOOKINGS:**

- Any pencil booking may be cancelled at the Stirling Community Theatres’ discretion if the hire bonds / deposit have not been received 28 days prior to the commencement of the hire period.
- In the event of cancellation of a booking by the Hirer less than 7 days prior to the commencement of the hire period, the deposit will be retained by the Stirling Community Theatre Inc.
- Stirling Community Theatre Inc shall not be held liable for any interference or disruption to a booking that is caused by civil disturbance, industrial action, an act of God, or any circumstances that are beyond the control of the Stirling Community Theatre Inc.

**ACCESS AND USE OF THEATRE**

- The Technical Officer will be on the premises at all times who will be responsible for unlocking and locking the theatre.

- Parking is available at the Steamroller Park Playground car park, on Avenue Road or Mt Barker Road. Parking restrictions apply 24 hours a day, 7 days a week along the side access road next to the theatre for CFS Emergency Vehicles.
- Do not alter the basic stage or seating plan.
- No changes shall be made to any area without the approval of Management. This includes affixing any decorations or equipment, painting or marking any surfaces, etc.
- The Stirling Community Theatre Inc reserves the right to open the Refreshment counter and bar with all proceeds from sales to remain the property of the Stirling Community Theatre Inc and will be manned by SCT Personnel.
- No hot food is allowed in the auditorium at any time. Drinks may only be taken in if in plastic cups.
- All passageways, aisles and exits shall be kept clear and useable to ensure public safety.
- Hirers are reminded that different groups may use other areas of the site (i.e. Ballet School) at the same time as your hire period. Hirers shall be respectful towards other users and shall not interfere with or disturb their activities.
- Hirers will have access to display areas in the Foyer under guidance from the Bookings Officer and one outside poster box for a one-week period prior to the hire.
- Use of adhesive tape or materials of any type, including drawing pins, blu tack, nails and tacks are not permitted on any surface of the Stirling Community Theatre.
- Storage space is limited so Hirers are not permitted to store sets, equipment, costumes etc. on site before or after the hire period.
- All goods, materials or property brought into the Theatre must be removed by the end of the hire period.
- Prior to leaving, any spillage of food, liquid or other material is to be removed from all surfaces. Equipment and furniture is to be wiped over with a damp cloth if necessary. The floor is to be left clean.
- The toilets should be left in a clean condition at the end of the hire period, suitable for immediate use.
- If a bin is provided at the Theatre, garbage may be deposited in the bin. Under no circumstances are rubbish bags to be left outside the bin. If garbage exceeds the waste container capacity the hirer must take it away. Garbage lids to all bins must be securely fitted before departing the Theatre.
- Perishable garbage (food scraps, etc.) is to be taken away by the hirer at the conclusion of the booking. **UNDER NO CIRCUMSTANCES IS FOOD OR DRINK TO BE LEFT IN THE REFRIGERATOR/S AND FREEZER/S.**
- Hirers must ensure that the building is totally secured on exit. This includes turning off lights, locking all doors and windows. See the Lock-up Plan.
- The hirer is responsible for turning on and off any electrical requirements. The exception being the refrigerator and the lights to the toilets, which are to be left on.
- Stirling Community Theatre takes no responsibility for any equipment or props left behind.
- The Hirer agree to remove all debris from the auditorium and any other areas used by the hirer, and to leave the premises in an undamaged, clean condition.
- The Hirer may use the fireplaces, but is responsible for supplying firewood, etc. and ensuring that fires are fully extinguished, and the grates are cleaned out at the conclusion of the hire period.

### **TECHNICIAN & TECHNICAL EQUIPMENT:**

- The Technical Officer must be in attendance during bump in and bump out times if you are using any of the technical equipment. This cost is included in the hire fees.
- A Hirer may use his / her own qualified technician on the proviso that this person is deemed qualified or competent by the Technical Officer.
- The Hirer's Production Manager and technician/s must participate in the Theatre induction with the Technical Officer.
- Technical equipment (including stage lighting and audio panels) is to be handled by competent operators only and the Technical Officer must approve the use.
- No food or drink is permitted in the bio-box area.
- Persons under the age of 18 are to be under strict adult supervision whilst in the lighting box and handling lighting and sound equipment.
- The Theatre has a standard lighting rig installed. Equipment must not be re-located without prior permission from the Technical Officer.
- Any alterations that may be required to the standard lighting and audio rigs will be made at the Hirer's expense.
- Permission to make alterations to the standard lighting rig and sound will only be granted on the understanding that it must be returned to its original position at the conclusion of the hire period. The cost of reinstating the standard rig will be at the Hirer's expense and will be charged according to the time it takes (based on the Technical Officer's hourly rate).
- Only authorised personnel may have access to ladders.
- All electrical equipment, lights, cables etc. brought into the Theatre must be checked in with the Technical Officer at bump in to be tested and tagged.
- All breakages, fused lamps, lights etc. are to be reported to the Technical Officer before departure.
- The cost of some consumable items required for technical equipment (e.g. gels, lights, tape) may be payable by the Hirer. This will be invoiced upon completion of the hire period.
- The cost of hire for any additional technical equipment required is payable by the Hirer.

### **CYCLORAMA:**

- The Cyclorama (Cyc) is the wall at the back of the stage and is white. It is used as the flat surface onto which the Cyclorama lights are focused to provide the rich lighting that gives all stages their sense of depth, presence and space. When not in use it is covered by black panels.
- If the Cyc is required then the panels need to be removed by the Technical Officer to be stored appropriately.
- The Theatre Cyc is vulnerable to damage and must be treated with great care. Damage to the Cyc is difficult to repair and often irreversible. The Stirling Community Theatre may charge the Hirer for this replacement cost if the Hirer did not take necessary care.
- The Cyc must not be touched, painted or have anything hung off it.
- Particular care should be taken with children to prevent them from playing with or touching the Cyc Wall.

### **STAGE & SCENERY:**

- The front lighting bar has working lights operated from the side of the stage for rehearsal purposes. DO NOT REMOVE THESE LIGHTS UNDER ANY CIRCUMSTANCES.

- The stage may not be painted, nor any legs, borders, swing flats or curtains be moved without prior approval from the Stirling Community Theatre Management Committee.
- The stage curtain shrouds must remain on the curtains until painting is complete.
- Only a light adhesive tape can be used on the stage surface. All other type of tape is prohibited. All tape applied to the stage must be removed by the Hirer at the conclusion of the hire period.
- The SCT takes no responsibility for any equipment or props left behind. Removal costs for any props left behind will be deducted from the bond monies.
- All fittings used for attaching scenery must comply with relevant Australian Standards.
- The suspension of static scenery, cloths or signs for a performance may be done so with the permission and assistance of the Technical Officer.
- The suspension of all items (other than cloths) requires the use of rated strops. Items must not be suspended using fishing line, sash, nylon cord, string or any other means unless approved by the Technical Officer.
- Please do not touch or interfere with the stage winches.

#### **TOOLS/PAINTS/EQUIPMENT ETC.**

- The hirer must supply their own tools/paints for set building etc. and for restoration of theatre on bump-out.
- The Stirling Community Theatre tools and paints are NOT part of the hirer's rental

#### **ORCHESTRA PIT**

- If the orchestra pit is required then the cover needs to be removed and replaced with the Technical Officer in attendance.
- A light must be left on in the orchestra pit while the pit cover is off.
- The hirer is responsible for the orchestra pit to be left clean and tidy.

#### **REHEARSAL ROOM**

- Permanent costume racks are available to use. The Technical Officer will ensure that they are unlocked and available to use if required.
- All costumes, coat hangers and rubbish to be removed at the end of the hire.

#### **SAFETY AND SECURITY**

- Any near miss or incident at the Theatre must be reported to the SCT President or Technical Officer immediately.
- All exit signs are to be illuminated during the performance. Please immediately report any blown fuses for exit signs to the Technical Officer.
- All power leads must be taped down (using gaffa tape) to reduce tripping hazards.
- Any equipment or leads that are found to be in disrepair, along with broken plugs or fittings, should be reported to the Technical Officer.
- The use of candles is not permitted in the Stirling Community Theatre.
- Careful consideration should be given to the use of strobe lighting during performances, as strobe lighting has been known to induce epileptic seizures. If strobe lighting is used, it is mandatory that cast, crew and the general public are advised prior to the performance and prominent signing is displayed on the Theatre door (this is the sole responsibility of the Hirer).

- Smoke detectors exist in the Theatre. Thus any use of fog / smoke machines or smoke effects require prior permission from the Technical Office.
- Only authorised personnel may have access to ladders and cat walks above the stage.
- All walkways must be kept clear of scenery and props at all times.
- People or objects must not be stationed in aisles or in front of exit doors.
- The First Aid Kit is located under the stairs on top of the electrical meter box.
- Fire Extinguishers must be accessible at all times and must not be moved or removed.
- IMPORTANT: All fire exits are to be kept clear of obstruction.

### **SMOKING**

- The hirer shall make sure that there is no smoking in the Theatre or Foyer at any time.
- If smoking is a component of the hirer's performance/event, it is the responsibility of the hirer to pursue an exemption from the new anti-smoking legislation. Enquiries can be made through The Department of Health 1800022222 or <http://www.sahealth.sa.gov.au/wps/wcm/connect/Public+Content/SA+Health+Internet/>

### **EMERGENCY EVACUATION PLAN**

Upon being told to evacuate by authorized personnel, or hearing the fire alarm, follow these steps:

- Remain calm.
- Stop what you are doing. Leave the building immediately via the closest escape route.
- Walk briskly, and never turn back.
- Never take anything with you.
- Always follow the Fire Warden's instructions.
- Before opening any door feel the door and door handle. Never open a warm door as there could be a fire behind it.
- If the door is hot when you feel it then take another route. A window might be an option.
- If you encounter smoke during your evacuation, drop to the floor and crawl.
- Close all doors behind you and all windows along the way, as fresh air feeds fire. Assemble and remain at the evacuation assembly point. Do NOT return to the building until you are told by either the fire brigade or your immediate supervisor that it is safe.

### **Steamroller Park, Cnr Avenue Rd / Mt Barker Rd, Stirling.**

If, for some reason, you are unable to get out of the building.

- Alert others of your presence – via a phone, standing at a window, or by opening the window and hanging a sheet or something to alert fire fighters of your presence.
- Keep a wet cloth over your mouth.
- Stay as close to the ground as possible. Not only will you be able to see better, there is more oxygen.
- Keep the door closed to stop smoke getting into the room.
- Block up the cracks around the doors, if possible with wet cloths, to stop smoke getting in.
- If there is a lot of smoke, keep your hand against the wall to guide you if you need to move about.

- If your clothes catch fire, immediately drop to the floor and roll around. This will help to extinguish the flames.

**LIQUOR LICENSE**

- It will be the hirer’s responsibility to obtain a Limited Liquor License if selling alcohol during the hire period at this location. <https://www.cbs.sa.gov.au/licensing-and-registration/liquor/limited-licence/>
- It is the hirer’s responsibility to provide the alcohol and any glass/plastic ware.
- It is the hirer’s responsibility to remove all alcohol, empty bottles and glass/plastic ware from the premises at the end of the hire.
- Alcohol can only be sold and consumed within the foyer area and must not be taken outside the building.
- The Stirling Community Theatre Inc. reserves the right to be able to sell alcohol at any function within the theatre complex.

**REGULATIONS/ACTS/LAWS**

- All Hirers must provide proof of Public Liability Insurance to \$20million upon payment of the deposit.
- The hirer is responsible for insurance coverage of all their property equipment and goods that are used/left/stored in our building. We accept no responsibility for loss, damage or theft of anything owned by you, on loan to you or on deposit with you.
- The hirer agrees to indemnify and to keep indemnified the Stirling Community Theatre and its committee, the Adelaide Hills Council and each of them from and against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to the hire.
- The Duty of Care of young people whilst in the venue is the responsibility of the Hirer.
- All Hirers are required to complete a WHS On-Site Induction at the start of the hire period and to comply with the Stirling Community Theatre’s WHS and Safety Policies and Procedures. Fees apply.

**EMERGENCIES**

The following people may be contacted in case of emergency:

Technical Officer	Tim Williams	0413 239 601
Booking Officer	Carole Dunstan	8339 2030
President	Michelle Nightingale	0411 863 865