

Conditions of Hire

Kalamunda Performing Arts Centre

48 Canning Road, Kalamunda 6076 | Ph 9257 2558 | E performingarts@kalamunda.wa.gov.au

Booking ID #

Organisation

1. Refusal

- 1.1. The City of Kalamunda reserves the right to refuse to hire the facility or any portion thereof without assigning any reason for refusal.
- 1.2. In addition, the City of Kalamunda reserves the right to refuse entry to the facility or any portion thereof to any person acting in an unruly, abusive or anti-social manner regardless of that person's status as a ticketed audience member, production personnel or any other association with the production or the hirer's entourage.

2. Cancellations

- 2.1. The City of Kalamunda reserves the right to cancel any bookings. Such action would only be taken in the event of extreme necessity. Notice of cancellation would be given at the earliest possible date, and payments fully refunded. In the event of this happening, the City of Kalamunda waives liability for any losses or damages that may occur.
- 2.2. All cancellations of, or alterations to, an initial booking must be made in writing a minimum twenty eight (28) days prior to your event. Cancellations of less than twenty eight (28) days from a booking will attract a 50% cancellation fee of the bond.

3. Charges

- 3.1. All payments are required twenty eight (28) days prior to your booking. Bookings are not confirmed until full payment has been made.
- 3.2. Any costs for extra cleaning, security call outs or damage inside and/or outside of the facility will be deducted from the bond.

4. Several applications

- 4.1. In the event of two (2) or more applications being received for the hire of any portion of the facility at one time and date, the City of Kalamunda may without considering priority of application, determine to which applicant the hiring shall be granted.

5. Decorations

- 5.1. The use of decorations and/or signage is not permitted in the facility without prior written permission from the City of Kalamunda. Permission to decorate should be made at the time of booking. All approved decorations must be removed after completion of the performance/event.
- 5.2. Driving of nails and screws etc. into any part of the building fixtures and fittings, and the use of confetti, glitter or similar materials is strictly forbidden.

6. Smoking/fire alarms

- 6.1. Council has adopted a policy, which prohibits smoking inside any council facility. Furthermore, the smoke detectors are located throughout the Kalamunda performing arts centre including kitchens and are linked to an alarm at the fire department.
- 6.2. The hirer shall be liable for any call out fees for the fire department if any member of the hirer's group falsely activates the fire alarm system during the period of hire.
- 6.3. The use of candles or pyrotechnics is not permitted in the building as they will cause the fire alarm to activate.

7. Hazing (smoke) machines

- 7.1. *The use of smoke machines must be discussed at the time of booking.* Hazing (smoke) machines will set off the theatre's fire alarm. Therefore, the theatre's smoke detectors must be disabled to allow use of smoke machines. The City of Kalamunda appointed fire warden must be in attendance throughout the performance/event where a smoke machine is in use.
- 7.2. The user shall be liable for any call out fees for the fire department to attend through non-compliance to this condition.

8. Law and order/safety

- 8.1. The hirer shall comply with the provisions of the health act, occupational health and safety laws, the police act and the criminal code, or any other act in force.
- 8.2. It is the responsibility of the hirer to ensure that no person behaves in a disorderly manner or causes a nuisance or annoyance to an owner or occupier of any property within the vicinity of the centre.

9. Noise

- 9.1. The hirer must ensure that event patrons/participants, whether during the performance/event or when leaving the venue, create no undue noise. Any complaints received from adjacent residents could jeopardise future applications.

10. Food, liquor and beverages

- 10.1. The hirer shall not bring or sell any liquor, beverage, food or refreshments on any part of the premises hired unless in accordance with the liquor licensing act of 1988 and unless specifically approved by City of Kalamunda.
- 10.2. If alcohol is to be consumed an application to consume alcohol form must be obtained from the City of Kalamunda prior to your booking.
- 10.3. If alcohol is to be sold a licence needs to be obtained from the department of racing, gaming and liquor (licensing division), <https://www.dlgsc.wa.gov.au/racing-gaming-and-liquor>, (08) 6551 4888, at least fourteen (14) days prior to your function.
- 10.4. The hirer shall not cause, suffer or permit to take place at the centre any activity that is contrary to the specifications of the liquor licensing act (1988).
- 10.5. **No food or beverage is to be taken into the auditorium but is permitted in the foyer.** Please comply with the request otherwise a fee may be levied for any damage caused or cleaning required due to misuse.

11. Cleaning

- 11.1. The area/s of use should be left in a clean and tidy condition immediately after use to ensure other hirers are not disadvantaged. Failure to observe this will result in the hirer being billed for additional cleaning. Please note: cleaning products not supplied. This includes rubbish being placed in bins provided, floors swept/mopped and surfaces cleaned.

12. Hired area

- 12.1. People participating in the performance/event are to remain within the area/s hired.
12.2. Your booking of the theatre includes the foyer, bar area, auditorium, stage and dressing rooms.
12.3. Your booking of the theatre does not automatically include the teaching area and green room. This area (situated behind the backstage area) is available for hire but must be booked separately.
12.4. Booking the Kalamunda agricultural hall includes the large kitchen and the lesser hall.

13. Floors

- 13.1. No talcum powder, sawdust or resin is to be used without prior consent from management. Plants containing water are not to be placed on floors. If floors are damaged in any way, a charge will be made for restoration.

14. Security

- 14.1. The City of Kalamunda reserves the right to insist on security/crowd control being provided by the hirer and to impose a limit on the number of people present.
14.2. Doors to outside areas must be secured/monitored during the period of hire, to protect both facility equipment and the hirer's possessions.
14.3. The building is installed with an alarm system. The hirer is required to vacate the building within the allocated time. If security is required to attend and/or secure the building before or after this prearranged time, the cost of this call-out will be met by the hirer.
14.4. Following the booking all lights and electrical appliances are to be switched off, exit doors and internal doors locked and windows secured.

15. Curfew

- 15.1. The curfew for this facility is 1.00am; hence the premises must be vacated by this time.

16. Bond

- 16.1. **The City of Kalamunda uses electronic funds transfer to refund bonds.** Please ensure you complete the required BSB and account details on the bond reimbursement form. Bonds will automatically be returned after all fees are paid, subject to compliance with the conditions of hire.

17. Equipment

- 17.1. Only persons approved by the City of Kalamunda are permitted to operate the electrical services including stage, audio and lighting systems.
17.2. All equipment including sets and scenery must be removed upon completion of the period of hire, unless otherwise arranged with Kalamunda performing arts centre staff.
17.3. Articles and goods left during/after the hire of the facility are left at the hirer's/owners own risk. The City of Kalamunda accepts no responsibility for items left on the premises during/after the completion of hire.
17.4. Each building is equipped with a limited number of tables and chairs which staff can advise prior to booking. Any additional equipment required is to be provided at the hirer's expense. Please note: cutlery or crockery is not provided.
17.5. The upright piano is situated rear of stage on stage right, please do not move the piano without approval from Kalamunda performing arts centre staff.
17.6. Any damage is to be reported to the Kalamunda performing arts centre staff on the next working day so that repairs can be carried out as soon as possible.
17.7. The grand piano is available for booking; grand piano conditions of hire must be signed by the person using the piano only.
17.8. All additional hire equipment or hire facilities used during your booking will be charged at the conclusion.

18. Technicians

- 18.1. All bookings require a minimum of one Kalamunda performing arts centre technician to be in attendance.
18.2. The sound and lighting equipment in the bio box may only be operated by a Kalamunda performing arts centre approved technician.
18.3. The minimum charge for Kalamunda performing arts centre technicians is three hours per technician.
18.4. Any additional hours will be charged at the completion of the booking.

19. Breakdowns

- 19.1. In the event of a breakdown in services, utilities, equipment, etc. No responsibility will be accepted by the City of Kalamunda, but every care and precaution will be taken in this regard.

20. Termination

- 20.1. If the hirer fails to duly and punctually observe and perform all or any of the terms and conditions set out in this contract, then the City of Kalamunda may give notice in writing to the hirer terminating this contract and any future contracts.

Indemnity

- a) Subject to Clause (b.), The Hirer will at times indemnify the City of Kalamunda from and against any foreseeable loss or liability that is caused by any unlawful or negligent act omission by The Hirer or breach of this contract by The Hirer.
b) The Hirer's liability to indemnify the City of Kalamunda under this clause will be reduced proportionally to the extent that such loss or liability was contributed to by any unlawful or negligent act or omission or breach of this contract by the City of Kalamunda, its officers, employees, subcontractors, agents or professional advisors.

I agree that the information declared above is true and correct and I have read and understand that my rights are limited by this disclaimer. Please note that local police may be notified of your booking.

Signature

Date