



Frankston Arts Centre

...Leading in Arts, Ideas and Business Events.

Conditions of Use For All Venues

**This document is to be read in conjunction with the Application and Agreement for use and Information for Clients Documents
It applies to all use of all venues at Frankston Arts Centre.**

Please read all sections carefully

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CLAUSE 1 - DEFINITIONS

In these conditions, unless inconsistent with the text or the subject matter, the following definitions shall apply:

"Centre" shall mean the Frankston Arts Centre and shall include any portion of the Centre.

"Council" shall mean the Frankston City Council.

"Manager" shall mean the Manager of the Centre and shall include a person appointed to act in their absence.

"GST" shall mean the Goods and Services Tax pursuant to A New Tax System (Goods and Services Tax) Act 1998 as amended and any other regulations, acts, or rulings associated with this Act.

"Hirer" shall mean the Applicant

In relation to ticketed events:

"Inside Charge" shall mean a fee charged on all tickets to the Event and specified in The Schedule of Fees.

"Outside Charge" shall mean the charges if any specified in The Schedule of Fees and shall include but not limited to, telephone, facsimile, Internet and mail ticket purchases.

"Total Agency Costs" shall mean all charges, costs and any amount payable pursuant to this Agency, including but not limited to, inside charges, outside charges, staffing costs and charges (if any), and any other costs relating to the sale of tickets for an Event. All fees, prices, charges, costs, commissions and expenses herein detailed payable by the Hirer to the Manager under this Agency includes GST.

"Credit Card Fee" shall mean a charge on the face value of all ticket sales inclusive of GST made on any credit card facility as specified in The Schedule of Fees.

"Gross Box Office Receipts" shall mean gross income received (including GST) by the Manager from all ticket outlets less Inside Charge, Outside Charge any administrative charges, including but not limited to, Credit Card Fee and box office commissions.

CLAUSE 2 – APPLICATION FOR USE

Application for use of the Centre shall be made to the Manager upon the form supplied, "Application and Agreement For Use" (hereinafter referred to as the "Application") and shall be signed by the applicant. Where the Application is made on behalf of an organisation or body of persons, the applicant shall state the name of such organisation and the authority of the applicant for making such Application.

CLAUSE 3 - SECURITY DAMAGES DEPOSIT

A non-refundable security deposit (hereinafter referred to as the "Deposit"), as requested by the Manager, shall be paid as a guarantee of fulfilment of these conditions, and as security against any damage to the Centre, and for any abnormal cleaning of the portion of the Centre used by the Hirer. Such Deposit shall be held in trust and not applied by the Hirer to any amounts payable by the Hirer to the Manager. This is subject to the Manager at the completion of the Hire, at their sole and unfettered discretion, having recourse to the Deposit for or towards the discharge or payment of any liability or amount payable to the Manager by the Hirer. This also includes damage to the venue as determined by the Manager in accordance with Clause 9. The Hirer shall be liable on demand by the Manager to pay any further amount in excess of such Deposit to meet the full cost of such damage or cleaning. Should the Conditions of Use not be fulfilled by the Hirer, this Deposit shall be forfeited to and become the property of Council as liquidated damages. If there be no breach of the conditions or abnormal cleaning to be done, then the Deposit will be credited to the cost of use. In the event of a booking cancellation, the deposit will be forfeit and shall be retained by the Centre.

CLAUSE 4 - LIMIT OF HIRING

The Hirer shall only be entitled to the use of the particular part or parts of the Centre stipulated, and shall vacate the Centre punctually at the time specified. The Manager reserves the right to let any other portion of the Centre for any other purpose at the same time. Hirers of the Theatre, Function Rooms and facilities of Cube 37 must note that hire of these venues does not provide unencumbered access to foyer or gallery areas attached to the spaces.

CLAUSE 5 - FREE ACCESS

The Manager and any officer or officers of the Council whom the Manager may appoint, shall at all times and notwithstanding any hiring, be entitled to free access to any and every part of the Centre. This shall include but not be limited to the Theatre/Operations Manager, the Arts Program Co-ordinator, the Function Centre Co-ordinator, Box Office Manager, Front of House Managers, and Technical Staff.

CLAUSE 6 - SUB-LETTING

No portion of the Centre used shall be sub-let or any tenancy transferred or assigned without the written consent of the Manager.

CLAUSE 7 - REFUSAL TO LET

It shall be at the discretion of the Management to refuse use of the Centre in any case. This may be notwithstanding that the Centre may have agreed to the use of the Centre, or that these conditions may have been accepted, and any deposit paid. The Management shall have full power, to cancel such uses and direct the return of the any fees and deposit paid. The Hirer hereby agrees to accept the same and to be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence thereof.

The gallery spaces at the Frankston Arts Centre are open to the public and as such all artwork exhibited needs to be suitable for all ages and general public.

The Programming Committee of the Frankston Arts Centre therefore reserves the right to preview, and if necessary request the removal of any artwork it considers inappropriate for exhibition. Overtly offensive, inappropriate or libellous material shall not be displayed.

To avoid problems in this regard, communication and consultation with the Arts Program Coordinator is vital prior to the exhibition.

Hirers who feel they have to cancel an exhibition because their proposed exhibits do not meet the Frankston Arts Centre's standard of what is deemed appropriate for display in a community arts centre will have their deposit reimbursed as long as the decision is taken 30 days before the exhibition is open to the public.

CLAUSE 8 - DECORATIONS, STAGE FITTINGS

No stage property, electrical installation, appliance or decorative materials or articles of any kind shall be brought into the Centre without the consent of the Theatre/Operations Manager, Function Centre Co-ordinator, Venue Supervisor, Duty Manager or the Supervising Technician assigned to the event.

CLAUSE 9 - DAMAGE

- (a) The floor, (including stage areas) walls or any other part of the Centre or any curtains, fittings or furniture, shall not be broken, pierced by nails or screws or any such matter, or in any other way damaged. Notices, signs, advertisements, scenery, fittings or decorations of any kind must not be erected in the Centre or affixed to the walls, doors or any other part of the Centre, curtains, fittings, furniture, mechanical, electrical and other equipment, without prior consent of the Manager.
- (b) The Hirer shall be responsible for making good any damage to the Centre.
- (c) If the Hirer neglects or refuses to make good any damage for which they are held responsible, the Council will make good these damages. The Hirer shall pay the

Council upon demand, all sums of money reasonably incurred by the Council in so doing.

CLAUSE 10 – USE OF EQUIPMENT

Only persons approved by the Theatre Operations Manager or Supervising Technician shall be permitted to operate the electrical and stage services within the Centre. This shall include lighting equipment, the counterweight flying system, elevated work platforms, winched grid systems, seating platforms and sound amplification equipment. Any costs resulting from employing a suitable operator for this equipment is the responsibility of the Hirer. In particular, the counterweight flying system shall only be operated by a person who holds adequate certificated training or is deemed competent by the Theatre Operations Coordinator.

CLAUSE 11 - PIANOS

Pianos, including the Steinway Concert Grand Piano shall be used only by competent pianists. Use of Pianos shall be available only when satisfactory arrangements to use it have been made with the Manager. The Hirer shall not, without the written authority of the Manager, use the Pianos other than those provided by the Council. The Centre's pianos are maintained in good order, however, tuning requested for an event, or deemed necessary for an event by the Manager, will be arranged by the Centre at the Hirer's cost.

CLAUSE 12 - STAFF

The hirer shall utilise the services of the staff normally engaged by the Council including managerial staff. Please note that minimum staffing requirements apply for technical areas, box office, front of house and ushers.

CLAUSE 13 - BOX OFFICE

- (a) All ticketed performance events at Frankston Arts Centre must use the Centre's tickets, and all tickets shall be processed through the Centre's box office, or other outlet as determined by the Manager. The prices at which tickets shall be offered for sale, and other relevant details regarding ticketing, will be determined by the Hirer and notified to the Manager. The full ticket information shall be notified in writing to the Manager at least three (3) days prior to the commencement of sale or distribution of such tickets.
- (b) The Outside Charge and Inside Charge detailed in Schedule of Fees are payable to the Manager by the ticket purchaser.
- (c) The Credit Card Fee as specified in Schedule of Fees is payable to the Manager by the Hirer.
- (d) All advertising material detailing ticket booking/prices information, must contain a single (all inclusive) amount per ticket, and must be verified and approved by the Manager before publication unless other arrangements are mutually agreed. All advertising material containing ticket booking/prices information must include an accurate description of the ticket prices.
- (e) All tickets are sold by the Manager as Agent on behalf of the Hirer as principal, and the Manager accepts no responsibility other than to account for the proceeds of ticket sales and, without limiting the generality of the foregoing, the Manager accepts no responsibility for cheques and credit card transactions not being met on presentation. Dishonoured cheques and/or credit card transactions that are refused, plus any bank fees incurred, will be deducted by the Manager when calculating Gross Box Office Receipts.
- (f) Complimentary tickets and promoter's tickets shall be charged to the Hirer at the rate per ticket specified in the Schedule of Fees.
- (g) Seats designated as "House Seats" by the Manager from time to time remain the property of the Manager for use at the Manager's discretion for any Event in the

Centre, and are not to be included in determining the capacity of the building. House seats will usually be returned for sale to the promoter 24 hours prior to the performance.

- (h) Patrons holding a Companion Card (issued by the Department of Human Services) will be issued a complimentary ticket, for their companion, when purchasing a ticket.
- (i) The Centre Box Office will be open at the discretion of the Manager. It will usually be open from 9:00 am to 5:00 pm, Monday to Saturday inclusive and one hour prior to each performance that the Centre is selling tickets to.
- (j) The staff and facilities of the Centre are available to Hirers for the purpose of accepting and recording bookings for all performances and for the issue of tickets for such performances.
- (k) Gross Box Office Receipts will be held by the Manager as a stakeholder and shall not be released to the Hirer or made available for the Hirers use or applied to the Event and will be held as security conditional until the successful completion of the terms of these Conditions of Use.
- (l) Gross Box Office Receipts shall be held until the successful completion of the terms of these Conditions of Use and shall then be applied in payment of Total Agency Costs, all liabilities and amounts payable by the Hirer pursuant to this Agency and these Conditions of Use, and without prejudice to, but in addition to any other remedy available to the Manager, in the case of default by the Hirer in the due payment of monies payable to the Manager by the Hirer, the Manager may without notice take control of the Gross Box Office Receipts for the purpose of making good any monetary or other deficiency whatsoever under this Agency or these Conditions of Use by the Hirer.
- (m) At the discretion of the Manager, the Hirer shall provide a Bank Guarantee in the amount, and on or before the date specified in Item 20 of the Schedule as further security for payment.
- (n) Payment shall be pursuant to this Clause and Clause 18.
- (o) If any monies remain unpaid after seven (7) days and the Hirer has provided a bank guarantee pursuant to this Clause 13(m), the Manager may have recourse to such bank guarantee.
- (p) Should the Hirer fail to make payment of any or all amounts payable under this Agency or the Hire Contract, the Manager shall be entitled at its option to do any of the following:
 - (a) terminate this Agency immediately and/or
 - (b) take immediate action for the recovery of all amounts due from the Hirer; and/or
 - (c) charge interest on a daily basis on all amounts outstanding from the Hirer at the rate charged by the Commonwealth Bank on overdrafts over One Hundred Thousand dollars (\$100,000.00), from the due date until settlement, and a certificate by the Manager as to the amount of any interest payable by the Hirer pursuant to this Clause shall be conclusive evidence thereof; and/or
 - (d) hold all Box Office funds if any until full settlement of such outstanding amount.
- (q) The Hirer will provide the Centre with a copy of the program for the attraction for archive purposes.
- (r) The applicant shall conform with Frankston Arts Centre's procedure regarding ticket selling arrangements.

- (s) Refunds are issued to patrons up to 2 days before the performance date. Tickets tendered for refund at the Centre's Box Office less than 2 days before the performance will be put on sale on the patron's behalf, but with no assurance of re-sale.
- (t) In the case of a cancelled event, an administration fee per refund transaction shall be charged to the hirer, and the Frankston Arts Centre Box Office shall arrange refunds to all ticket purchasers.

CLAUSE 14 – SCHEDULE OF FEES

Fees for the use of the Centre shall be as detailed in a schedule available upon request. This schedule maybe altered by the Centre from time to time without prior notice.

CLAUSE 15 - CONFIRMATION OF BOOKINGS

A booking shall only be considered confirmed upon receipt of any deposit requested, and the completion of an Application and Agreement for Use.

CLAUSE 16 - CANCELLATION OF BOOKING DATES

- (a) In the event of cancellation by the Hirer for any reason, notice of such cancellation must be received in writing by the Manager at least thirty days prior to the event.
- (b) Cancellation of a booking less than thirty days in advance may result in full payment by the Hirer of all charges claimed by the Frankston Arts Centre.
- (c) In addition to Clause 39 the Manager shall determine the case for refund monies when cancellation is due to extraordinary weather conditions, industrial disputes, or events beyond the control of the Hirer.
- (d) A refund of fifty per cent (50%) of any deposit paid, shall be made to the Hirer if the facility booked and subsequently cancelled, is utilised by another Hirer on the same date as the cancelled booking.
- (e) In circumstances where ticket monies are to be refunded, an administration charge per refund transaction will be applied, in addition to charges equalling booking and bank fees.

CLAUSE 17 - ALTERATION OF BOOKING DATES

No alteration may be made to a confirmed booking date without forfeiture of the deposits applying to that date. If, in the opinion of the Manager, the Centre has not suffered the loss of an alternative booking, the deposits may then be transferred to a new booking date.

CLAUSE 18 – CANCELLATION OF INTERVAL

A minimum of 48 hours is required in the event of a Hirer wishing to cancel interval with the Theatre / Operations Manager. In the event of less than 48 hours notice being given the Hirer will be charged a fee of \$200.

CLAUSE 19 - METHOD OF PAYMENT

All fees, deposits and other charges, shall be paid by cash, bank transfer, money order or other means as approved by the Manager.

CLAUSE 20 - ADMISSION FEES

The Hirer shall strictly adhere to all advertised prices of admission for each event.

CLAUSE 21 - EQUIPMENT STORAGE

- (a) The Hirer shall remove from the Centre, all scenery, curtains, properties, goods and effects of the Hirer within a reasonable time after each performance or use, or if previously approved by the Manager in writing, after the last of any series of performances or uses. Failure to vacate the Centre within a reasonable time, as determined by the Manager, may result in an appropriate storage charge being levied. The Centre accepts no responsibility for items left in the Centre after an event.
- (b) The Hirer shall make adequate arrangements for the receipt and custody of all articles supplied to them at the Centre during the period of use and for the removal thereof immediately upon the termination of such period.
- (c) The Frankston Arts Centre may give notice in writing to the Hirer of any goods and chattels or effects left in the Centre at the termination of the period of use. Such notice shall be posted to the Hirer at the address given by them in the Application and Agreement for Use.
- (d) If, upon the expiry of ten days immediately following the date of posting of such notice, the Hirer has not removed the specified goods, the Council shall be at liberty to dispose of such goods in any manner it chooses. Upon the happening of such an event, the Hirer expressly releases the Council, its servants or agents from all liability therefrom.

CLAUSE 22 - THEFT

Neither the Frankston Arts Centre or its staff shall be liable for any loss or damage sustained by the Hirer or any persons, firms or corporations entrusting to or supplying any article or thing to the Hirer by reason of such articles or thing being lost, damaged or stolen. The Hirer hereby indemnifies the Council against any claim by any such person, firm or corporation in respect of such article or thing.

CLAUSE 23 - INSURANCE

For all use of the Theatre, Performance Use of Cube 37, all physically active events and any seminar/conference or function use of any venue in the Centre with an expected attendance of 100 persons, the following shall apply:

- (a) The hirer shall not do, neglect to do, or permit to be done, or left undone, anything which will affect the Council's insurance policy or policies relative to building damage, fire or loss, and public risk in relation to the building and its contents. The client agrees to indemnify the Council to the extent that such policies are affected through any such act, commission or omission. REFER CLAUSE. 43
- (b) The hirer shall take out and keep current during the period of hire a Public Liability Insurance Policy in a form approved by the Council and in the joint names of the Council and the Hirer/ User insuring for a minimum sum of \$5 million for Council and the Hirer/User against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought, or made or claimed against the Council or the Hirer/ User or both arising out of or in relation to the granting of such agreement for use of the facilities.
- (c) The Hirer/ User shall ensure that the Public Liability Policy includes a cross liability clause extending the Policy so that the words "The Insured" shall be considered as applying to each party (Person/ Entity) comprising the Insured, as though a separate Policy has been issued to each of the parties, in the same manner as if that if that party were the only party named therein as the Insured.

- (d) The Hirer is advised to take out a Policy of Insurance to cover loss or damage to property which it owns or for which it is responsible, whilst stored in, or in use at the Arts Centre.
- (e) Where the Hirer employs staff or uses sub contractors to perform duties at the Arts Centre, it must comply with the provisions of the Accident Compensation Act 1985 and the Workers Compensation (Workcover) Insurance Act 1993. A valid Certificate of Currency from an authorised Workcover Agent shall be made available to Council if so requested.
- (f) The Risk Management Department at Frankston City Council is able to assist with arranging short term Public Liability coverage to meet these requirements.

For use of all venues for static seminar/meeting/conference events with expected attendances of less than 100 persons and for visual arts exhibitions the following shall apply:

- (a) The hirer shall not do, neglect to do, or permit to be done, or left undone, anything which will affect the Council's insurance policy or policies relative to building damage, fire or loss, and public risk in relation to the building and its contents. The client agrees to indemnify the Council to the extent that such policies are affected through any such act, commission or omission. REFER CLAUSE. 43
- (b) The Hirer is advised to take out a Policy of Insurance to cover loss or damage to property which it owns or for which it is responsible, whilst stored in, or in use at the Arts Centre.
- (c) Where the Hirer employs staff or uses sub contractors to perform duties at the Arts Centre, it must comply with the provisions of the Accident Compensation Act 1985 and the Workers Compensation (Workcover) Insurance Act 1993. A valid Certificate of Currency from an authorised Workcover Agent shall be made available to Council if so requested.

CLAUSE 24 - CAMERAS

No still cameras or video cameras shall be used within the Centre, without consent of the Manager.

CLAUSE 25 - OBSTRUCTIONS

The Hirer shall comply in every respect with the regulations relating to public buildings and over crowding and obstruction to passages, corridors or any other part of the Centre. Any persons causing an offence against such regulations may be removed from the Centre and any article causing such an obstruction may also be removed.

CLAUSE 26 - TIME LIMITATION

Frankston Arts Centre may impose finish times for events at all venues. In any case, the dressing rooms should be vacated immediately after the conclusion of a presentation and all bump-outs should be undertaken directly after the conclusion of the event unless otherwise agreed.

CLAUSE 27 - PERFORMING RIGHTS

All performance, recording and mechanical reproduction rights are the responsibility of the Hirer, or producer of an event. The Hirer shall not produce or perform, or permit to be produced or performed, any dramatic or musical works in infringement of copyright or performance or associated rights. This shall include music used in presentations, as part of entertainment for an event or as incidental music to an event. The Hirer hereby indemnifies the Council against any claim for breach of copyright in connection therewith.

CLAUSE 28 - DISORDERLY BEHAVIOUR

No obscene or insulting language, or disorderly behaviour or damage to property, shall be permitted in any part of the Centre. Council reserves the right, through the Manager, to refuse admission to any person or to remove from the Centre, any person doing such things as are prohibited by this clause. Footwear shall be worn at all times unless required by a performance.

CLAUSE 29 - SMOKING

The Frankston Arts Centre is a smoke free environment.

CLAUSE 30 - GAMBLING

No game of chance or any other operation that does not comply with the laws for the time being in force, shall take place in any portion of the Centre. No raffle shall be conducted in the centre without the permission of the Manager.

CLAUSE 31 - SPRUICKING

Calling out loud or spruicking in relation to any event shall not be permitted inside or outside the building.

CLAUSE 32 – SECURITY AND POLICE ATTENDANCE

The Centre reserves the right to arrange for licensed security personnel to attend an event at the hirer's expense. The Hirer shall, when so directed by the Manager, arrange for Police attendance.

CLAUSE 33 - LOST PROPERTY

Employees of the Frankston Arts Centre shall be the only persons authorised to enter, examine and search the Centre, or any section or part thereof, for lost property left in the Centre by any audience. All articles found in the Centre shall be delivered to the Manager for registration and retention, until properly claimed by the owner. After a period of three months all lost property will be donated to charity.

CLAUSE 34 - CLEANLINESS

The bringing into the Centre or use therein of confetti, streamers, straw and hay, fireworks, explosive devices or any other articles deemed by the Manager to be objectionable or unsafe, is expressly prohibited.

CLAUSE 35 - INGRESS AND EGRESS

The Hirer shall maintain clear and useable, all exits and entrances in the Centre. The Manager shall have complete control and supervision over all means of ingress and egress and over the opening of the doors and the admission of the public.

CLAUSE 36 - ANIMALS

No animals shall be allowed in the Centre or its precincts unless approval in writing is given by the Manager. Service animals such as Guide Dogs are allowed access as per legislation.

CLAUSE 37 - CATERING

The Frankston Arts Centre has its own Events and Function Services department which is operated by Black Tie Catering. To ensure that food handling guidelines and regulations are adhered to, Events and Function Services are the exclusive caterers to the Frankston Arts Centre.

Performers may bring their own food backstage of the Theatre for meals, however, once catering is required for people other than cast and crew, the Centre must be involved.

CLAUSE 38 – BREACHES and DISPUTES

Any person committing a breach of one or more of these conditions may be removed from the Centre although they may have paid for admission.

In the event of any dispute or difference arising as to the interpretation of these conditions or of any matter or thing contained therein, the decision of the Manager thereon shall be final and conclusive.

CLAUSE 39 - REFUNDS

The Hirer authorises The Manager, entirely at The Managers discretion and in discussion with the hirer, to refund any or all of the purchasers of tickets to the Event or part thereof, monies paid in respect of the purchase of such ticket or tickets, or part of such monies, and the Manager shall be under no liability to the Hirer under this Agency or otherwise in respect of the monies so refunded. The Manager can authorise on behalf of The Frankston Arts Centre, a 100% money back guarantee as is policy, in the event the patron is not satisfied with the product.

CLAUSE 40 – OCCUPATIONAL HEALTH AND SAFETY

Hirers must adhere to all Occupational Health and Safety requirements including those relating to exposure to noise, working at heights, manual handling and safe operation of equipment.

The Frankston Arts Centre operates within the OH&S Guidelines and Codes of Practice which include, but is not limited to the following: Electrical Safety, Working at Heights, Manual Handling, Hazardous Substances, Contractor Management and Noise.

Refer to the Information for Theatre clients document for further information

CLAUSE 41 - SALE OF MERCHANDISE

A fee of 10% of the gross sales of merchandise (“gross sales of merchandise” is inclusive of GST) is charged to commercial and professional Hirers. The Centre makes no guarantee to be able to provide a float for your merchandising nor to be able to hold your float for the duration of your performance / session. This fee may be waived for non-commercial and non-professional Hirers at the discretion of the Centre Manager. Separate fees are applicable to sales of exhibition items.

CLAUSE 42 - LIQUOR

A licensed bar operates on the premises. Pursuant to the provisions of the liquor Act, liquor may not be carried into or away from the licensed premises. This does not apply to a carrier, deliverer or other person delivering liquor to or collecting liquor from the licensee in the ordinary course of business.

Liquor to be consumed on the theatre premises shall be purchased from the Council appointed licensee through the Centre's bar facilities and no liquor shall be brought into the Centre by the Hirer or the patrons of any function.

Stage crew and operators of any of the Centres equipment are not to consume alcohol before operating any equipment for rehearsal, performance or bump out.

In discussion with the Catering Company, exhibition hirers may provide their own alcohol for consumption by patrons on the premises. On all occasions where alcohol is served a designated certificated person will be rostered to supervise at the hirers expense.

CLAUSE 43 - COMPLIANCE WITH LEGISLATION

All statutory rules, provisions and regulations of the Federal and State Government, in particular the Centres and Public Hall Act, 1908, and any Entertainment Tax Act, and regulations thereunder for the time being in force, shall be complied with by the Hirer.

The Hirer shall comply with all directions given by any competent authority including the Chief Officer of the Fire Brigade and any person holding a like appointment, and shall comply with all rules, regulations and directions with regard to fire precautions.

CLAUSE 44 – LIABILITY & INDEMNITY

The Hirer agrees to indemnify and to keep indemnified and to hold harmless the Council, its servants and agents and each of them from and against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made against the Council or the Hirer or both arising out of or in relation to the granting of such agreement for use of the facilities.

CLAUSE 45 - USE SUBJECT TO CONDITIONS

Any use of any kind of the Centre or rooms accessory thereto, shall be subject to these conditions, and the Information to Clients documents, and the Hirer shall be deemed to be aware of all such conditions upon completion of the Application and Agreement for Use.

CLAUSE 46 – PROGRAM NOTES

All programs and publicity material produced for events at the Frankston Arts Centre must clearly acknowledge the Centre and its location. For assistance in the use of the centre logo and other details please contact the centre.

CLAUSE 47 - HAZARDOUS EVENT CONDITIONS

The Hirer agrees to notify the Centre of any event conditions that may be considered hazardous. These include but are not limited to, all overhead rigging of scenery, displays, persons or props, any explosive or pyrotechnic display, any use of flame, smoke, haze, fog or dry ice, any combustion engine entering the venue, erection of temporary staging or platforms and the like.

The Theatre/Operations Manager shall ensure a risk assessment is carried out on any hazardous event condition. In the event that the Centre is not notified of a Hazardous Condition, the effect or event may be halted immediately.

CLAUSE 48 - CONTROL OF CENTRE

The general administration and control of the Centre and all rooms accessory thereto, shall be vested in the Manager who shall exercise absolute discretionary powers for the hiring, good order and control of such premises.

CLAUSE 49 – PRIVACY

The Frankston Arts Centre has adopted a Privacy Policy on 1 September 2002.

The policy was developed from the Privacy guidelines from Privacy Victoria, and approved by the Frankston City Council's Privacy Officer. The Frankston Arts Centre is responsible for the information it collects, presenters or groups do not have an automatic right to information collected on patrons attending performances they produce.

CLAUSE 50 – DESIGNATED CHILDREN'S PERFORMANCES

Infants/toddlers will be admitted to Designated Children's Performances free of charge if seated on the lap of their parent or guardian. The Age limit for this is determined by the event's Presenter and will be identified in marketing material for the event.

A limit of one child per adult applies in this circumstance and a ticket allowing an "Adult and Infant" to be admitted will be issued. The Centre's Occupancy Certificate will limit the number of individuals who may be admitted to the auditorium at any time.

Appendix – Notification of Hazardous Event Conditions