

EXHIBITIONS AND CUBE 37 WORKSHOPS AND EVENTS

Conditions of Use
and Venue Hire Information

Frankston Arts Centre

27-37 Davey St / Cnr Davey & Young Streets
Frankston, VIC, 3199
(Melways Ref. 100a D8)

Postal Address

P.O. Box 490, Frankston, VIC, 3199

Cube 37 Venue Enquiries

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Exhibitions

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This document forms a vital part of the Venue Hire Contract/Agreement

Updated February 2020

Please read all sections carefully

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1: USE SUBJECT TO CONDITIONS

Any use of any part of FAC Precinct shall be subject to these Conditions. The Client shall be deemed to be aware of all such conditions upon signing and returning of the Contract or Agreement.

2: SCHEDULE OF FEES

Fees for the use of FAC shall be as detailed in the Schedule of Fees, available at all times, on the FAC website or upon request. Clients should expect that published fees would increase on July 1 of each year. All Schedule of Fees may be altered by Arts & Culture Management without prior notice.

3: METHOD OF PAYMENT

All fees, deposits and other charges shall be paid by electronic transfer, cheque, money order, bank transfer or other means as approved by Arts & Culture Management.

It is preferred not to take payment of any kind in cash.

4: APPLICATION FOR USE

No Contract or Agreement may be entered into or future dates reserved for Events by a Client if there are outstanding monies not paid by the required invoice date from a previous Hire.

Application for use of the FAC shall be made to the Coordinator upon the Contract supplied and shall be signed by the Client before being countersigned by FAC. Where the Contract is made on behalf of an organisation or body of persons, the Client shall state the name of such organisation and the authority of the applicant for undertaking the Contract.

The Client covers the costs of returning FAC to the same condition in which the Client found it – including but not limited to theatre, backstage, workshop spaces, foyer, lighting, exhibition spaces and sound equipment.

Gross Box Office for workshops, events and exhibition Sales will be held by FAC and any monies owed to the Client shall not be released until all Council processes have been completed. This can take up to two (2) working weeks.

Should the Client fail to make payment of any or all amounts payable under the Contract post Event, Arts & Culture Management shall be entitled at its option to do any of the following:

- (a) hold all Box Office funds, if any, until full settlement of such outstanding amount
- (b) take immediate action for the recovery of all amounts due from the Client
- (c) engage a Debt Collector to recover funds with any associated fees charged to the Client

5: SECURITY DEPOSIT / BOND

A non-refundable Deposit, as requested, shall be paid as a guarantee of fulfilment of these conditions.

The Deposit shall be held in trust and added/subtracted to the Final Invoice or Credit Note once it has been determined there is no breach of the conditions or abnormal cleaning to be done. This is subject to the Coordinator at the completion of the Contract at their sole and unfettered discretion.

The Deposit can be held towards the discharge or payment of any liability or amount payable to the FAC by the Client. This also includes damage to the venue as determined by the Coordinator in accordance with Condition 37.

The Client shall be liable, on demand by the Coordinator, to pay any further amount in excess of the Deposit to meet the full cost of running the Event. Should the 'Conditions of Use' not be fulfilled by the Client, the Deposit shall be forfeited to and become the property of Council as liquidated damages.

6: CONFIRMATION OF HIRE

A Hire shall only be considered confirmed upon a signed (Client) and counter signed (Coordinator) Contract being in place and receipt of any deposit requested.

The Client is responsible for ensuring that the right spaces, dates & times for the Event are covered by the Contract.

7: LIMIT OF HIRING

The Client shall only be entitled to the use of a particular part or parts of the FAC, stipulated in the Contract, and shall vacate FAC punctually at the end of their event. Arts & Culture Management reserves the right to hire any other portion of the FAC not in use by the Client for any other purpose at the same time. Clients of the Theatre, Function Rooms and Cube 37 must note that hire of these spaces does not provide unencumbered access to foyer, bathroom amenities or gallery areas attached to the spaces as these are public spaces.

8: SUB-HIRING

No portion of the FAC used shall be sub-hired or any tenancy transferred or assigned without the written consent of Arts & Culture Management.

9: FREE ACCESS

The Coordinator and any FAC staff whom the Arts & Culture Management may appoint, shall at all times and notwithstanding any hiring, be entitled to free access to any and every part of the FAC. This access will be done with the utmost discretion so as to not disrupt the Clients Event. This shall include but not be limited to the Operations, Box Office, Front of House, Technical Staff and Maintenance Contractors.

10: FAC REFUSAL TO HIRE OR EXHIBIT

It shall be at the discretion of Arts & Culture Management to refuse use of the FAC in any case. Notwithstanding instances where Contracts have been signed and Deposits paid or that these conditions may have been accepted, Arts & Culture Management shall have full power to cancel such uses and direct the return of the any fees and deposit paid. The Client 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 FAC are open to the public and as such all artwork exhibited needs to be suitable for all ages and general public viewing. The FAC, 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 Visual Arts Officer is vital prior to exhibitions.

11: EXHIBITION REQUIREMENTS AND BUMP IN / BUMP OUT

- a) The artwork to be exhibited must be delivered at the designated time of installation. Venue access times are to be arranged with the Visual Arts Officer and installation must be complete by close of business 5pm on the same day, unless previously negotiated.
- b) Transportation costs are the responsibility of the exhibitor.

- c) The exhibitor must provide an electronic list of all artwork displayed along with the titles and final sale prices (if applicable) of each work at least one week prior to the exhibition opening date. This list will be checked against what is labelled in the exhibition and submitted to the box office for sale.
- d) It is the exhibitors' responsibility to hang and install their own exhibition. If the assistance of FAC exhibition staff is requested, 14 days' notice is required and services charged at \$65 p/h (min 3hrs). If the FAC's Visual Arts Officer is required to hang or install your exhibition, \$65 per hour will be added to your venue hire fees. The Visual Arts Officer is available for advice and consultation at no extra cost. The Visual Arts Officer must approve the final hang of the exhibition.
- e) All works need to be ready to hang prior to installation. Artwork must be framed or mounted securely. It is recommended that all heavy works be hung on two droppers. All electric items installed or used at the FAC must be tested and tagged prior to arrival. Wet work or live matter cannot be hung.
- f) Labels are required to be mounted on foam-core available at craft and art stores or may be created by the Visual Arts Officer for smaller exhibitions with less than 20 artworks at no cost, provided that an electronic item list and label template is completed with artwork information prior to installation date. Only BluTac or removable 3M tabs can be used to stick labels to the wall. All adhesives must be removed from gallery on bump out and care should be taken when removing the labels. Double sided tape, Velcro dots or adhesives must NOT be used under any circumstances.
- g) Certain basic onsite equipment is available in conjunction with gallery hire. Some equipment may attract a separate hire fee. The original state of the venue and equipment cannot be altered i.e. wall colour and condition.
- h) Due to a lack of storage facilities, the FAC is unable to store any packing materials or artwork on its premises and reserves the right of disposal if unclaimed within 10 days.

12: INTELLECTUAL PROPERTY OF ARTWORKS

All artworks in the exhibition must be original works created by the artist/s. Artist/s should ensure that there is no copyright infringement of any kind.

The exhibition client hereby indemnifies both FAC & Council against any claim for breach of copyright in connection to their artworks and exhibition.

13: SALES & COMMISSION FOR EXHIBITIONS

FAC provides a point of sale for all works via the FAC Box Office during their opening hours. Cash and EFTPOS transactions are available.

All exhibition artwork listed and presented for sale must be sold through the FAC Box Office exclusively during the exhibition period.

All customers are provided with a receipt as proof of purchase and pick up at their purchase at the end of the exhibition period from Cube 37 reception.

A detailed price list is required 7 days prior to your exhibition if your artwork is on sale, preferably in a Word/Excel document.

All items sold must remain on display for the duration of the exhibition and prices remain unchanged.

FAC retains 25% commission on all sales. A statement of sale will be provided to the exhibitor at the completion of the exhibition.

The sales price quoted by the artist must include GST (if applicable) and relevant commission.

A bank deposit payment will be made to the exhibitor within two working weeks of the completion of the exhibition.

14: PROMOTION, PUBLICITY & OTHER SERVICES

All programs and publicity material produced for an Event at FAC must clearly acknowledge the FAC and correct contact and opening hour details. For assistance in the use of the FAC logo and other details please contact the relevant staff member.

Promotion of the Event can be tailored to suit a Client's intended audience and budget. FAC offers advance promotion of Events from material supplied by the Client. FAC has an extensive e-database and mailing list. A service charge will be charged for access to these services, excluding exhibitions.

No pull up banners are able to be displayed within FAC prior to the Event. Banners that the Client bring with them on the day of and then remove at the conclusion of the Event are allowed.

15: EXHIBITION PROMOTION

The gallery hire fee includes internal FAC promotion of your exhibition to its database of subscribers.

FAC staff is available to assist with the development and distribution of a media release, if suitable content is provided. A digital poster and email invitation will be provided using FAC design templates.

The exhibitor may use external sources of marketing at their own cost but all content that is published must meet the standards of FAC and should be approved by the Visual Arts Officer before publication.

Any publicity calls with media in attendance need to be booked with the Visual Arts Officer.

Exhibitions are eligible for advertising in the FAC's quarterly What On, FAC E-News and FAC website.

FAC reserves the right to photograph and reproduce images of the exhibition and events for publicity/promotional purposes.

16: PERFORMING RIGHTS & LEGALITIES

All performance, recording and mechanical reproduction rights are the responsibility of the Client or producer of an Event. The Client 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. Please contact APRA on 03 9426 5200 or via victas@apra.com.au for advice in this matter. <http://apraamcos.com.au/>

The Client hereby indemnifies both FAC & Council against any claim for breach of copyright in connection to the Event.

17: TECHNICAL & EXHIBITION SPECIFICATION REQUIREMENTS

Full Technical Specifications for FAC are available online or upon request. A production meeting, either in person or on the phone, regarding specific requirements of the event or exhibition can be organised by the relevant staff member with the Client prior to the Hire.

The FAC has a standard technical set up that is set for all Hires. The Client covers the costs of returning FAC to the same condition in which the Client found it – including but not limited to theatre, backstage, foyer, lighting, exhibition spaces and sound equipment.

For the smooth running of the exhibition or event it is important for the Client to provide all technical, staffing and other requirements at least four (4) weeks prior to the Event. If there are any changes after this time, FAC will do everything possible to accommodate changes but they cannot be guaranteed.

Clients that do not provide technical requirements two (2) weeks prior to their Event will have staff and equipment allocated as determined by relevant staff and will be charged accordingly.

18: VENUE HIRE & ARTWORK REFUNDS

A refund or reduction in cost of any part of the Hire as covered by the Contract is at the sole discretion of the Coordinator and Arts & Culture Management.

The Hirer authorizes the Visual Arts Officer and Box Office to refund any or all of the purchasers of exhibition or FAC Design Store items, in the event the patron is not satisfied with the product or if it is faulty or damaged.

Exhibition artworks and gift store items purchased by FAC customers will be refunded by the FAC upon request only during the exhibition period. After the exhibition period and subsequent transfer of monies to the exhibitor, FAC customers will be referred to exhibitors to seek any possible refunds.

19: FOYER AREAS

The foyer areas at FAC are shared, public spaces at all times and a booking at FAC does not include exclusive access to the Foyer and should not to be used for gatherings of performers/cast members or workshop participants.

Activities in the FAC or Cube 37 foyer may not endanger, conceal or alter the presentation of art exhibitions presented by hirers of Cube 37 and FAC galleries. Cube 37 foyer and exhibitions in the gallery must remain fully accessible and free of any obstacles for a full and proper viewing during gallery opening hours.

There are active workstations operating within FAC foyers and any movement of Event related personnel through the Foyer need to be wary of noise levels.

The Foyer and its amenities are not to be used for warm ups/rehearsals/dressing room or break out area. Shoes must be worn at all times and running is prohibited.

All set, costume, props and associated items for the Event must enter via the Loading Dock, except for exhibitions.

20: CHILD SAFETY

FAC is committed to the health, safety and wellbeing of all children. FAC has zero tolerance to child abuse and aims to create a child safe and child friendly environment where children feel safe and secure and have fun. This includes the physical, emotional, cultural and social wellbeing of all children.

It is required that the Client sign a Child Safety Letter of Agreement as issued by FAC/Council.

FAC is a child safe organisation. Legislation requires that any person acting in a paid or unpaid position, and having direct, unsupervised contact with children, is to comply with Victorian Child Safe Guidelines (<https://www.vic.gov.au/new/child-safe-standards-a.html>).

All Hirers who are, or are likely to be engaged in child-related work that involves direct contact with a child or children and where that contact is not directly supervised by another person, will be required to hold a Working With Children Card (WWCC) as prescribed in the Working with Children Act 2005.

Clients that are required to comply with the Child Wellbeing and Safety Amendment Act 2015 will have to provide a copy of their child safe policy prior to the booking being confirmed.

It will be the responsibility (financial and otherwise) of each existing and prospective Client to apply for and obtain a WWCC or renewal.

Person issued with a WWCC are advised to carry the WWCC on them at all times when conducting child related work.

21: STAFF

The Client shall utilise the services of the staff normally engaged by FAC. Please note that minimum staffing requirements apply for technical, front of house, exhibitions, workshops and box office areas. Front of house staffing levels are set by the number of tickets sold to ensure safe egress in the case of an emergency. FAC front of house staff must be used during your Event as they are inducted into FAC & Council Emergency Management Procedures.

22: BOX OFFICE

No 'third party' or alternate source of ticketing can be used for any Event held within FAC. All ticketed Events at FAC must use the FAC ticketing system. All sales shall be processed through the FAC Box Office or other outlet as determined by Ticketing.

The Box Office is located in the Main Foyer of FAC (Level 4). Standard Business Hours are 9:00am to 5:00pm Monday to Friday and 09:00am-2:00pm Saturday. The Box Office will operate for relevant events from Cube 37, if required from one hour prior to the Event that FAC is selling tickets and will remain open for approximately 10 to 15 minutes after the Event commences.

Tickets will only be placed on sale once a counter-signed Contract is in place and Deposit paid. The Client shall conform to FAC procedures regarding ticket selling arrangements.

In regards to performances, it is suggested that the following price headings be used: Full, Concession (Pensioner, Seniors Card Holder, Student, Unemployed), Limited Concession, Group Bookings, Children (age limit), Complimentary

Student Concessions will be taken to mean any student currently attending a school, either primary or secondary or students holding a full-time tertiary ID card. Pensioner Concessions will be taken to mean persons who are eligible for and holding a Federal Government Pension ID card.

Patrons holding a Companion Card (issued by the Victorian Department of Human Services) will be issued a complimentary ticket, for their companion, when purchasing a ticket.

Sales Reports can be emailed periodically and arranged at the time Event sales are arranged with Ticketing.

The prices at which tickets shall be offered for sale, and other relevant details regarding ticketing, will be determined by the Client and notified to Ticketing. Full ticket information shall be

notified in writing to Ticketing at least five (5) business days prior to the commencement of sale or distribution of such tickets. The applicable Inside (Client) or Outside (Patron) Charges as specified in the Ticketing Schedule of Fees are payable to FAC.

Tickets can be placed on reservation and held for Patrons without payment, for two (2) working days or at the discretion of the Ticketing Coordinator. At the expiry of two days, unpaid tickets will be released for sale. Tickets cannot be held in the two days prior to a performance. Box Office will refund tickets up to two days prior to the Event and at the discretion of Ticketing.

Any advertising material detailing ticket prices must contain a single, all inclusive, total amount per ticket, payable by the Patron.

Complimentary tickets and promoter's tickets shall be charged to the Client at the rate per ticket specified in the Schedule of Fees.

All tickets are sold by Ticketing on behalf of the Client. Arts & Culture Management 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 Ticketing when calculating Gross Box Office Sales.

The FAC occupancy certificate will limit the number of individuals who may be admitted to the auditorium at any one time.

23: ADMISSION FEES

The Client shall strictly adhere to all advertised prices of admission for each Event.

24: SALE OF MERCHANDISE

FAC Staff can be provided, at cost, to sell merchandise items. A Client may use their own Seller if desired.

All merchandise sold, even if Client provides Seller, at FAC and connected to an Event will incur a 10% Commission Fee (excluding exhibitions) and is reconciled on site immediately after the event. This fee may be waived for non-commercial and community focused Hirers at the discretion of the Coordinator.

Requests for merchandising tables, sellers and floats must be made prior to the commencement of your Event. We are not able to guarantee the availability of the above items if

requested during the Event, therefore, we ask you advise us of your requirements seven (7) days prior to your event.

Separate fees are applicable to sales of exhibition items.

25: USE OF EQUIPMENT

Only persons approved by the Team Leader Technical Operations or Supervising Technician shall be permitted to operate the electrical and stage services within FAC. 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 Client.

Any damage sustained to or injury sustained by FAC equipment & facilities when in use by a Client or external operator shall be the responsibility of the Client.

26: DECORATIONS, STAGE FITTINGS

No stage property, electrical installation, appliance or decorative materials or articles of any kind shall be brought into the FAC without the consent of the Coordinator, Function Centre Event Coordinator, Front of House Supervisor or the Supervising Technician assigned to the Event.

27: EMERGENCY MANAGEMENT

At the commencement of the Hire an FAC Supervisor will provide a short Orientation Briefing to familiarise the Client with FAC emergency exits and evacuation points. In case of emergency &/or evacuation FAC will designate a Chief Warden who will take control of the Precinct.

FAC and Council staff are inducted into FAC & Council Emergency Management Procedures and all instructions given should be followed.

The Client must not park on the Forecourt or out the front of Cube 37 at any point during the duration of their Hire to allow for the safe passage of Emergency Vehicles.

28: OCCUPATIONAL HEALTH & SAFETY

Clients must adhere to all Occupational Health and Safety (OH&S) requirements including those relating to exposure to noise, working at heights, manual handling and safe operation of equipment.

The FAC 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.

29: HAZARDOUS EVENT CONDITIONS

It is the policy of Arts & Culture Management to ensure that every Event within the Precinct is conducted in a safe manner. To assist in achieving this outcome, FAC requires each Client to complete a Risk Assessment Report. This Report forms part of the Contract and must be completed and returned at least 14 days before an Event.

The Client agrees to notify FAC of any 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 effects, any use of naked flame, smoke, haze, fog or dry ice, any combustion engine entering the venue, use of straw/hay bales, erection of temporary staging or platforms and the like, use of water, weaponry and manual handling hazards.

The bringing into FAC or use of confetti, streamers, straw/hay, glitter or any other articles deemed by the Coordinator to be objectionable or unsafe, is expressly prohibited.

In the event that the Centre is not notified of a hazardous condition, the effect or Event may be halted immediately.

30: INGRESS & EGRESS

The Client shall comply, in every respect, with the regulations relating to public buildings. The Client shall maintain clear and useable, all exits and entrances throughout the Precinct. The Coordinator 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. Any article causing such an obstruction may be removed.

At no time are Client vehicles to be parked on or restrict access to the entrance Forecourt along Davey Street.

31: PIANOS

All Pianos 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 Coordinator. The Client shall, with the written authority of the Coordinator, use the Pianos for their intended purposes only.

FAC pianos are maintained in good order and hire cost includes an initial tune. Additional tuning requested for an

Event by a Client, or deemed necessary by the Coordinator, will be arranged by FAC at the Clients cost.

Please note that only the Yamaha Baby Grand Piano is able to be utilised in Cube 37.

32: ANIMALS

No animals shall be allowed with the FAC or the Precinct unless approval in writing is given by the Coordinator.

Service animals are allowed access as per legislation.

33: CAMERAS

No still cameras or video cameras shall be used within FAC without consent of the Coordinator.

34: CUBE 37 LOADING DOCK

Located on Davey Street to the East of Cube 37 building.

35: PARKING

Parking in the Loading Dock is restricted to vehicles directly involved in loading of props, exhibitions and sets and may be used for Client personnel, if available.

There is no parking along the FAC entrance way, Forecourt, in front of Cube 37 or nature strip at any time.

There is no free/dedicated car parking, other than the Loading Dock, available for any Client personnel associated with the Event. There is a large space carpark available directly under the FAC with entry via Young St. Council parking rates apply.

The Forecourt may be used for the unloading of buses, however it is not to be used for bus parking. Ample parking for buses is located within close proximity at the Frankston Football Ground.

36: EQUIPMENT STORAGE

- (a) The Client shall remove from FAC all exhibition items, scenery, curtains, properties, goods and effects of the Event within a reasonable time after each Hire, or if previously approved by the Team Leader Technical Operations, or relevant staff member in writing, after the last of any series of Events or Hire uses. Failure to vacate FAC within a reasonable time, as determined by the Coordinator, may result in an

appropriate storage charge being levied. FAC accepts no responsibility for items left onsite after an Event.

- (b) The Client shall make adequate arrangements for the receipt and custody of all articles supplied to them at FAC during the period of use and for the removal thereof immediately upon the termination of such period.
- (c) FAC may give notice in writing to the Client of any goods and chattels or effects left at FAC on the completion of the Hire. Such notice shall be emailed to the Client at the address given by them.
- (d) If, upon the expiry of ten days immediately following the date of emailing of such notice, the Client has not removed the specified goods, FAC shall be at liberty to dispose of such goods in any manner it chooses. Upon the happening of such an event, the Client expressly releases both FAC & Council, it's servants or agents from all liability therefrom.

37: DAMAGE

- (a) The floor (including stage areas), walls or any other part of FAC 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 within FAC or affixed to the walls, doors or any other part of FAC curtains, fittings, furniture, mechanical, electrical and other equipment, without prior consent of the Coordinator.
- (b) The Client acknowledges it is hiring a multi-purpose venue that includes items on public exhibition. The Client shall be responsible for making good any damage to FAC including exhibition equipment and artwork items in Cube 37 and FAC gallery spaces. The determination of value of artwork is at the discretion of Arts & Culture Management in consultation with the artist.
- (c) In the case of damage by the Client, Arts & Culture Management may, without notice, take control or hold a portion of the gross box office or exhibition sales if applicable for the purpose of making good any repairs.
- (d) If the Client neglects or refuses to make good any damage for which they are held responsible, the Council will make good these damages. The Client shall pay the Council upon demand, all sums of money reasonably incurred by the Council in so doing.

38: THEFT

Neither the FAC or its staff shall be liable for any loss or damage sustained by the Client or any persons, firms or corporations entrusting to or supplying any article or thing to the Client by reason of such articles or thing being lost, damaged or stolen.

The Client hereby indemnifies both FAC & Council against any claim by any such person, firm or corporation in respect of such article or thing.

39: 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 at FAC with an expected attendance of more than 100 persons, the following shall apply:

- (a) The Client 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 Condition 54
- (b) The Client must take out and keep current during the period of hire a Public Liability Insurance Policy for a minimum sum of \$10 million for Council and the Client against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought, or made or claimed against the Council or the Client or both arising out of or in relation to the granting of such agreement for use of the facilities
- (c) The Client must provide evidence of public liability insurance in the form of a Certificate of Currency
- (d) The Client shall ensure that the Public Liability Policy shall note Council as an Interested Party
- (e) The Client 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 FAC
- (f) Where the Client employs staff or uses sub-contractors to perform duties at FAC it must comply with the provisions of the Occupational Health & Safety Act 2004, Accident Compensation Act 1985

and the Workplace Injury Rehabilitation and Compensation 2013. A valid Certificate of Currency from an authorised Workcover Agent shall be made available to Council if so requested

- (g) Council is able to assist with arranging short term Public Liability coverage to meet these requirements for an arranged fee

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 Client shall not do, neglect to do, or permit to be done, or left undone, anything which will affect either FAC or Councils 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 both FAC & Council to the extent that such policies are affected through any such act, commission or omission.
- (b) The Client 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 FAC.
- (c) Where the Client employs staff or uses sub-contractors to perform duties at FAC it must comply with the provisions of the Occupational Health & Safety Act 2004, Accident Compensation Act 1985 and the Workplace Injury Rehabilitation and Compensation 2013. A valid Certificate of Currency from an authorised Workcover Agent shall be made available to Council if so requested
- (d) Exhibitors are solely responsible for insurance cover for their artwork or can apply to FAC to be covered under the Frankston City Council insurance policy, the possibility of this will be determined on a case by case basis by Council's Risk Management Coordinator. Written requests must be provided at least 60 days before the commencement of the exhibition, insurance under the Frankston City Council policy coverage is not guaranteed and is subject to the conditions of the policy.

40: DISORDERLY BEHAVIOUR

No obscene or insulting language, or disorderly behaviour or damage to property, shall be permitted in any part of FAC or its Precinct. Both FAC & Council reserves the right to refuse admission to any person or to remove from FAC any person doing such things as are prohibited by this Condition.

Footwear shall be worn at all times unless required by a performance.

41: SMOKING

FAC is a smoke free environment across the entire Precinct unless rehearsed and covered in an Event by a supplied Risk Assessment.

42: 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 anywhere in FAC. No raffle shall be conducted at FAC without the permission of the Coordinator.

43: SPRUIKING

Calling out loud or spruiking in relation to any Event shall not be permitted anywhere within the Precinct. FAC remains a neutral entity for Hire and should not be included in or affiliated with political or religious statement and visions.

44: SECURITY & POLICE ATTENDANCE

The FAC reserves the right to arrange for licensed security personnel to attend an event at the Clients' expense. The Client shall, when so directed by the Coordinator, arrange for Police &/or Security attendance. The Client may also request arrangement of Security for their Event if required.

45: LOST PROPERTY

Employees of FAC shall be the only persons authorised to enter, examine and search the Precinct, or any section or part thereof, for lost property left at FAC by any Client or Patron. All articles found at FAC shall be delivered to the Box Office for registration and retention, until properly claimed by the owner. After a period of three months all lost property will be donated to charity.

46: CLEANLINESS

A professional clean of areas used as part of the Hire is included in the overall Contract.

Bins are situated around the Precinct for both Waste & Recyclable material.

Post Event, should the FAC be found to be in an abnormal state other than is reasonably expected, additional hours will be charged at the Coordinators discretion. Items included but not limited to are: confetti, streamers, weight lifting powder, rubbish, make up & glitter.

47: CATERING

The FAC is serviced by both a small internal team and a larger external catering company.

Clients may consume their own food in the backstage areas of the Precinct, however, once catering is required, to ensure that food handling guidelines and regulations are adhered to all catering requirements must be sourced and provided from within FAC.

Exhibition hirers at Cube 37 may provide catering by external professional providers. If the catering is being handled by the Client, appropriate Food Handling Certification must be provided to the FAC at least seven (7) days prior to the event.

48: LIQUOR

At times 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 within the main building shall be purchased from the Council appointed licensee through the FAC bar facilities and no liquor shall be brought into this building by the Client or Patrons. In discussion with the relevant staff member, exhibition hirers may provide their own alcohol for consumption by patrons on the premises – applicable to Cube 37 only. On all occasions when alcohol is provided by the hirer a designated certificated FAC staff member will be rostered to serve the alcohol at the hirer's expense.

49: ALTERATION OF HIRE DATES

No alteration may be made to a confirmed booking date without forfeiture of the Deposit applying to that date. If FAC has not suffered the loss of an alternative booking, the Deposit may then be transferred to a new Hire date.

50: CANCELLATION OF HIRE DATES

- (a) FAC may terminate any Contracts &/or future dates reserved for Events by the Client should outstanding monies not be received by the date required on the Final Invoice.
- (b) In the event of a cancellation by the Client for any reason, notice of such cancellation must be received in writing by the Coordinator at least thirty days prior to the Event.
- (c) Cancellation of a Hire less than thirty (30) days in advance may result in payment by the Client of any charges claimed by FAC.
- (d) Cancellation of a Hire less than seven (7) days in advance will result in the loss of your deposit and associated staffing costs attributed to the Event may be charged.
- (e) Arts & Culture Management shall determine the case for refund monies when cancellation is due to extraordinary weather conditions, industrial disputes or events beyond the control of the Client.
- (f) A refund of fifty per cent (50%) of any Deposit shall be made to the Client if the facility booked and subsequently cancelled, is utilised by another Client on the same date as the cancelled Hire.
- (g) In any circumstances where ticket monies are to be refunded, an administration charge per refund transaction will be applied. In addition, but not limited to, bank fees, inside charges, online and delivery fees, event setup and marketing charges may apply
- (h) In the event of an exhibition cancellation, a deposit will not be returned and any additional costs that have been incurred will be charged to the exhibitor.

51: PRIVACY

Frankston Arts Centre, as part of Frankston City Council, is required to comply with privacy legislation. Privacy obligations limit the circumstances in which information about patrons can be disclosed. Information about individual patrons attending events at the Frankston Arts Centre is not routinely provided to venue hirers.

52: 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 Client.

The Client shall comply with all directions given by any competent authority including all Emergency Services Personnel and any person holding a like appointment and shall comply with all rules, regulations and directions.

53: LIABILITY & INDEMNITY

The Client agrees to indemnify and to keep indemnified Frankston City Council, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made against them, or any of them, in connection with the Clients performance or purported performance of its obligations under the agreement and be directly related to negligent acts, errors or omissions of the Client.

The Clients liability to indemnify Frankston City Council shall be reduced proportionally to the extent that that any act or omission of the Frankston City Council, its servants or agents, contributed to the loss or liability.

54: BREACHES & DISPUTES

Any person, Patron, Client or member of the general public, committing a breach of one or more of these conditions may be removed from the Precinct.

In the event of any dispute or difference arising to the interpretation of these conditions the decision of Arts & Culture Management or their delegates shall be final and conclusive.

55: DEFINITIONS

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

“Council” shall mean the Frankston City Council

“Precinct” shall mean all spaces, buildings & amenities in and around the immediate area

“FAC” shall mean the Frankston Arts Centre and can include any portion of the Precinct including Cube 37

“Coordinator” shall mean the relevant FAC staff member delegated to oversee this Agreement and shall include a person appointed to act in their absence or proxy

“Client” shall mean the person/business wanting to hold the Event and include all their personnel – employed, volunteers and their clients

“Child Safety Letter” Letter provided to Clients that acknowledges to FAC that Clients have read, understood and agree to maintain the safety of all children in their care during the Hire

“Patron” shall mean a person or persons who attend the Event

“Contract” shall mean the Venue Hire Contract and/or Agreement

“Hire” shall mean the period of time a Contract covers within FAC

“Event” shall mean the purpose of the Hire

“Deposit” shall mean Security Deposit/Bond

“Ticketing” shall mean the Coordinator Ticketing Services and shall include a person appointed to act in their absence

“Gross Box Office Sales” shall mean gross income received (including GST) by Ticketing from all ticket outlets less any administrative charges and box office commissions

“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

"Orientation Briefing" shall mean to familiarise the Client with FAC emergency exits and evacuation points