

# **CUBE 37 - PERFORMANCE**

**Conditions of Use  
and Venue Hire Information**

**Cube 37**

37 Davey Street  
Frankston, VIC, 3199  
(Melways Ref. 100a D8)

**Postal Address**

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

**Venue Enquiries**

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**General Ticket Bookings:** 03 9784 1060

**This document forms a vital part of the Venue Hire Contract.**

**This document applies to the use of Cube 37, a 200 seat Studio or 134 Cabaret space and associated amenities.**

**Please read all sections carefully.**

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## 1: 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 Frankston Arts Centre and can include any portion of the Precinct and/or its management

“Cube 37” shall mean, whilst part of FAC, specifically the Main Studio performance space and backstage areas

“Coordinator” shall mean the Coordinator Operations 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 & volunteer

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

“Contract” shall mean the Venue Hire Contract

“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

## 2: USE SUBJECT TO CONDITIONS

Any use of any part of Cube 37 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.

## 3: SCHEDULE OF FEES

Fees for the use of Cube 37 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.

Venue Hire Fees commence upon Client arrival & conclude when the Client and all associated personnel depart from Cube 37.

## 4: EVENT HIRE / DATE CHALLENGE

If there is an existing Client Hold on a desired date by a Client, FAC can issue a Challenge for the date on behalf of the Client.

The successful Client must then immediately move to Contract, return a signed Contract and pay the Deposit in full. Should the Client later cancel their Event or release the date only 25% of the Deposit will be refunded/go towards cancellation costs.

## 5: 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.

Both Cube 37 and FAC cannot to take payment of Deposit or Hire Fees by either cash or credit card if made in person.

## 6: APPLICATION FOR USE

No Contract 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 Cube 37 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.

Gross Box Office 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:

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

Council reserves the right to reject or cancel any Hire for any reason, including if Council reasonably considers that the Event does not align with Councils policies and values.

## 7: SECURITY DEPOSIT / BOND

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.

## 8: 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.

## 9: LIMIT OF HIRING

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

## 10: SUB-HIRING

No portion of Cube 37 used shall be sub-hired or any tenancy transferred or assigned without the written consent of Arts & Culture Management.

## 11: FREE ACCESS

The Coordinator and any Cube 37 staff whom the Arts & Culture Management may appoint, shall at all times and notwithstanding any Hire, be entitled to free access to any and every part of Cube 37. 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.

## 12: BOX OFFICE

The main Box Office is located in the Foyer of FAC (Level 4). Standard Business Venue Hours are:

- Closed Monday
- 10am - 5pm Tuesday to Friday
- 9am - 2pm Saturday

Box Office Hotline 9784 1060 Monday to Friday 10am – 5pm and Saturday 9am – 2pm.

Box Office hours may vary at Managements discretion. A dedicated Box Office opens within Cube 37 one hour prior to each Event and will remain open for approximately ten (10) to fifteen (15) minutes after the Event commences.

Accessible seating, including wheelchair users, is available in the front row at floor level. Patrons can book accessible seating directly with the box office during business hours on 9784 1060. Some accessible seating options, at the discretion of Ticketing, must be available at the cheapest price reserve.

Standard capacity is two hundred (200) but if floor space is not required by Client, capacity can be increased up to two hundred and fourteen (214).

Cabaret style for one hundred (100) seated at tables and thirty four (34) standing can be arranged for a total of one hundred and thirty four (134) tickets.

Prior to tickets going on sale, Client must ensure that they have placed any additional Holds on seats for operating positions and/or other technical requirements for their Event.

FAC is the only authorised ticket seller to events/performance in our Venue. FAC reserve the right to refuse entry to any patrons who have purchased their tickets from any unauthorised seller, including tickets resold. Tickets are sold or issued subject to the LPA Ticketing Code of

Practice and are subject to FAC Ticketing Terms and Conditions

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.

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.

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

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.

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.

FAC may hold up to six (6) House Seats per performance for its own use and remain the property of FAC for use at Ticketing's discretion for any Event within FAC and are not to be included in determining the capacity of the theatre. House

seats will usually be returned for sale twenty four (24) hours prior to the Event.

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 Cube 37 Occupancy Certificate will limit the number of individuals who may be admitted to the auditorium at any one time.

## 13: FORCE MAJEURE

Notwithstanding any other provision of this Contract, both Cube 37 & Client agree that if either party is unable to satisfy their obligations under this Contract due to items outside of their control, including but not limited to: civil commotion, fire, storm, flood, act of God, pandemic, decisions by Government or any of its Agencies or without limiting the generality of the foregoing, the affected party shall not be liable to the other for any loss or damage or costs suffered as a result of such default and the other party shall have no right of action of claim for compensation of damage in respect of such default.

### COVID 19 Specific Addendum:

**With the previous pandemic now a known entity, COVID 19 can no longer be considered under the *force majeure* clause – unless new, enforceable Government directions are imposed.**

## 14: CANCELLATION OR RESCHEDULING OF EVENTS & REFUNDING OF TICKETS

Cube 37 may terminate any Contracts and/or future dates reserved for Events by the Client should outstanding monies not be received by the date required on the Final Invoice.

In the event of a cancellation by the Client, notice of such cancellation must be received in writing by the Coordinator.

Cancellation of a Hire less than thirty (30) days prior to the Event will result in payment by the Client of any charges incurred by FAC.

Cancellation of a Hire less than five (5) business days prior to the Event will result in a 5hr Minimum Venue Hire and associated staffing costs attributed to the Event being charged.

In any circumstances where ticket monies are to be refunded, administration charges per transaction will apply covering but not limited to, bank fees, inside charges, online and postage fees. Event setup on the FAC website and marketing charges also apply.

Applicable charges would be deducted from the Deposit prior to a Credit Note or Invoice being issued.

If the Client wishes to move their Event to an alternate date, providing Cube 37 has not suffered the loss of an alternative booking, the Deposit may then be transferred to a new Hire date. Patrons holding a ticket who are unable to make the new date would receive a full refund with administration fees charged back to the Client.

Box Office will refund tickets for patrons up to two days prior to the Event and at the discretion of Ticketing.

## **15: PERFORMING RIGHTS & LEGALITIES**

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, or as incidental music to an Event. Please contact One Music on 1300 162 162 or via [hello@onemusic.com.au](mailto:hello@onemusic.com.au) for advice in this matter. <https://onemusic.com.au/>

The Client hereby indemnifies both Cube 37 & Council against any claim for breach of copyright in connection to the Event.

## **16: TECHNICAL REQUIREMENTS**

Cube 37 has a standard technical set up that is in place for all Hires. The Client covers staffing costs for additional set up requested prior to their arrival & staffing costs to return Cube 37 to the standard technical set up post their departure – including but not limited to theatre, backstage, foyer, lighting and sound equipment.

Full Technical Specifications for Cube 37 are available online or upon request – this document includes fees for additional equipment not included as standard. A production meeting, either in person or on the phone, regarding Event specific requirements can be organised by the Team Leader Technical Operations with the Client prior to the Hire.

There is an understanding that non FAC Production/Technical crew travelling with the Event are able to incur reasonable equipment charges on behalf of the Client including but not limited to microphones, foldback, hazer. Client is able to bring in their own equipment &/or operators.

For the smooth running of the Event it is important for the Client to return all technical, staffing and other requirements at least four (4) weeks prior to the Event. If there are any changes after this time, Cube 37 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 Team Leader Technical Operations and will be charged accordingly.

Cube 37 has a permanent lighting and sound control positions on the mezzanine: above the back row and to the stage left side. This position does not impede on audience seats.

Cube 37 is able to insert a control position across the middle seats of the back two rows or across central seats in the middle of the seating bank. It is recommended that the central position only be used for rehearsals. No seats are able to be individually removed.

The rear position removes L6 - L10 and M8 - M12 from sale whilst the central position removes F6 - F10 and G6 - G10 from sale. Additional seats, for videographer/photographer can be placed on hold but must not obstruct the view of any Patron. Holds must be submitted in writing as part of the Ticketing Information form prior to the Event going on sale.

Any arrangements beyond these must be cleared with the Coordinator and Ticketing before tickets go on sale.

## **17: STAFF**

The Client shall utilise the services of the staff normally engaged by Cube 37.

A Supervisor Technician must be hired whenever Cube 37 is in use and commences thirty (30) minutes prior to and concludes thirty (30) minutes post your Event booking. This role is to supervise staff and stage activities and performs only minimal duties during the Event.

A Supervisor Front of House commences ninety (90) minutes prior to the Event start time.

Head Usher & Ushering Staff commence sixty (60) minutes prior to the Event start time.

If your Event is targeted to large &/or multiple school bookings, to facilitate their smooth entry and allocation of required space in the Foyer etc a School Concierge may be rostered, at the discretion of the venue, for a minimum call of three (3) hours.

Minimum call for all Staff is three (3) hours & then in fifteen (15) minute increments thereafter.



- Client will incur time and a half charges for any staff member that works more than five (5) hours without a minimum thirty (30) minute break
- Client will incur double time charges for staff working in excess of ten (10) hours in a single shift
- Client will incur double time charges for staff working in-between the hours of 12:00 Midnight and 06:00am
- Client will incur double time for all hours worked on public holidays
- Client will incur double time if a ten (10) hour break between shifts for the same Event has been missed
- Staff can be rostered for a Split Shift with both shifts needing to be minimum (three) 3 hour call. If the break between shifts is greater than six (6) hours the second shift will be paid at time and a half
- If a Meal Break is requested within the first hour of a shift it will be paid but will not incur penalties, provided the next meal break is taken within 5hrs of the paid break concluding
- Staff will be charged to the Client until Cube 37 has been returned to its standard technical set up

## **18: VENUE MANGEMENT: BUMP IN / REHEARSAL / EVENT / BUMP OUT**

The Supervising Technician & Supervisor Front of House assigned to the Event are in charge of the overall running of Cube 37 during the Event. This includes the wellbeing of Client, Patrons, Cube 37 staff and providing the best possible conditions for the smooth operation of any Event.

No Event may commence until the Supervisor Front of House has advised the Supervising Technician that Patrons are in place.

Should the bump in/rehearsal/bump out fall outside of Standard Business Hours, access to the Foyer and other spaces may be restricted unless appropriate Cube 37 staff are rostered.

Patrons should have a break at least every two (2) hours and an interval should be in the vicinity of twenty (20) minutes.

It is at the discretion of the Client if alcoholic drinks are permitted into the auditorium and should be discussed prior to the commencement of the Event.

## **19: CHILD SAFETY**

Cube 37 is committed to providing and promoting child safe environments. Cube 37 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.

Council and Cube 37 are a child safe organisation. Legislation request 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 Clients 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.

It is required that all Community Clients sign a Child Safety Letter of Agreement as issued by FAC/Council. Commercial Clients may be required to do the same at the request of the Coordinator.

Clients that are required to comply with the new act will have to provide a copy of their child safety 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 WWC or renewal.

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

## **20: DESIGNATED CHILDREN'S PERFORMANCES**

All children, regardless of age, must hold a valid ticket to all Events unless otherwise stated.

If agreed by the Client, 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, up to a maximum of one year of age, is determined by the Client and will be identified in marketing material for the Event.

A limit of one child per adult applies in this circumstance.

## **21: SALE OF MERCHANDISE**

All merchandise sold at Cube 37 and connected to the Event will incur a 10% Commission Fee. A further 2.5% (total of 12.5%) maybe charged to recover bank &/or merchant fees if using Cube 37 float and/or EFTPOS facilities. Commission can be reconciled on the night or against the final settlement.

Cube 37 Staff can be provided, at cost, to sell merchandise items. A Client may use their own Seller if desired.



Commission fee may be waived for non-commercial and community focused Clients 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.

## **22: PROMOTION, PUBLICITY & OTHER SERVICES**

All programs and publicity material produced for an Event at Cube 37 must clearly acknowledge the FAC/Cube 37 and its correct contact details. For assistance in the use of the FAC/Cube 37 logo and other details please contact Ticketing.

Promotion of the Event can be tailored to suit a Clients 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.

FAC produces a quarterly "What's On" publication in which a Commercial Client can promote their Event, free of charge, once a Hire has been confirmed and specifications and deadlines have been met.

No pull up banners are able to be displayed within FAC Cube 37 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.

## **23: USE OF EQUIPMENT**

Only persons approved by the Team Leader Technical Operations or Supervising Technician & who have signed the relevant Induction Form, deeming them competent, shall be permitted to operate the electrical and stage services within Cube 37. This shall include lighting equipment, motorised goods cage, 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.

In particular, the grid & goods basket shall only be operated by a person who holds adequate certificated training &/or who has signed the relevant Induction Form, having been deemed competent by either the Team Leader Technical Operations or Supervising Technician.

Any damage sustained to or injury caused by Cube 37 equipment and facilities when in operation by a Client or external operator shall be the responsibility of the Client.

## **24: DECORATIONS, STAGE FITTINGS**

No stage property, electrical installation, appliance, decorative materials or articles of any kind shall be brought into Cube 37 without the consent of the Coordinator, Function Centre Event Coordinator, Front of House Supervisor or the Supervising Technician assigned to the Event.

## **25: EMERGENCY MANAGEMENT**

At the commencement of the Hire a Cube 37 Supervisor will provide a short Orientation Briefing to familiarise the Client with FAC emergency exits and evacuation points.

In case of emergency and/or evacuation, Cube 37 will designate a Chief Warden who will take control of the Precinct.

Cube 37 staff are inducted into FAC & Council Emergency Management Procedures and all instructions given should be followed.

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

## **26: 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.

Cube 37 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.

## **27: HAZARDOUS EVENT CONDITIONS**

It is the policy of Arts & Culture Management to ensure that every Event within Cube 37 is conducted in a safe manner. To assist in achieving this outcome, Cube 37 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 Cube 37 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 Cube 37 or use of, but not limited to, 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 Cube 37 is not notified of a hazardous condition, the Event may be halted immediately.

## **28: 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 Forecourt on Davey Street or Main Theatre Loading Dock.

## **29: 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 Cube 37 at the Clients cost.

Without engaging professional piano movers, at cost to the Client, only FAC's baby grand piano (brown) can be utilised for an Event at Cube 37.

## **30: ANIMALS**

No animals shall be allowed within Cube 37 or the Precinct unless approval in writing is given by the Coordinator.

Service animals are allowed access as per legislation.

## **31: CAMERAS**

No still image or video cameras shall be used within Cube 37 without consent of the Coordinator.

## **32: TIME LIMITATION**

Cube 37 may impose finish times for Events across the Precinct. In any case, the Dressing Rooms should be vacated immediately after the conclusion of an Event and the bump-out should be undertaken directly upon the conclusion of the Event unless otherwise agreed.

## **33: STAGE DOOR, LOADING DOCK & FOYER STAGE DOOR**

For the safety and security of Client personnel Cube 37 recommends the use of Event passes and restricting access to backstage areas. Clients need to ensure that performers, crew and any others seeking access backstage are suitably briefed before the Event.

Swipe cards are available for use and can be distributed to the Client at the commencement of the Hire. These passes must be returned to Cube 37 before vacating the building. Charges will apply for passes that are not returned.

### **Loading Dock & Stage Door**

- Located on Davey Street to the right of the main Cube 37 building – please note that the Theatre Loading Dock is to the left and not to be used
- It is expected that all Client personnel associated with the Event would utilise this entrance upon arrival
- For security reasons, as the Loading Dock Door allows access to back stage directly from the street, it must be kept locked at all times

No person shall be allowed access backstage during the Event for any reason. If Client personnel require back stage access during the Event, there are two (2) alternatives:

- via swipe card access door at the Loading Dock
- via swipe card access door near the public amenities

## **34: FOYER**

The foyer is a shared, public exhibition space and a booking at Cube 37 does not include exclusive access to the Foyer and it should not be used for gatherings of performers/cast members.

There are active work stations operating from the administration counter during office hours 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 or as a dressing room or holding area. Shoes must be worn at all times and running is prohibited.

Auditorium Doors may not be used for anything other than for the ingress/egress of Patrons. All Client personnel must enter via Stage Door/Loading Dock. All set, costume, props and associated items for the Event must enter via the Loading Dock.

Prior to the conclusion of your Event, please consider how any students performing will be released back to their parents. Inform both the Supervisor Front of House and Supervising Technician at the commencement of the Event. We suggest the Stage Door. Performers – especially school and dance students/competitors - will not be released directly from the stage to their parents.

## **35: PARKING**

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

There is no parking along the Cube 37 entrance way, Forecourt 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 main FAC 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**

The Client shall remove from Cube 37 all 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 in writing, after the last of any series of Events or Hire uses. Failure to vacate Cube 37 within a reasonable time, as determined by the Coordinator, may result in an appropriate storage charge being levied. Cube 37 accepts no responsibility for items left onsite after an Event

The Client shall make adequate arrangements for the receipt and custody of all articles supplied to them at Cube 37 during the period of use and for the removal thereof immediately upon the termination of such period.

Cube 37 may give notice in writing to the Client of any goods and chattels or effects left at Cube 37 on the completion of

the Hire. Such notice shall be emailed to the Client at the address given by them.

If, upon the expiry of ten days immediately following the date of emailing of such notice, the Client has not removed the specified goods, unless otherwise agreed in writing, Cube 37 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 Cube 37 and Council, its servants or agents from all liability therefrom.

## **37: DAMAGE**

The floor (including stage areas), walls or any other part of Cube 37 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 Cube 37 or affixed to the walls, doors or any other part of Cube 37 curtains, fittings, furniture, mechanical, electrical and other equipment, without prior consent of the Coordinator.

The Client shall be responsible for making good any damage to Cube 37.

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 Sales for the purpose of making good any repairs.

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 Cube 37 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 Cube 37 & Council against any claim by any such person, firm or corporation in respect of such article or thing.

## **39: INSURANCE**

For all use of Cube 37, all physically active events and any seminar/conference or function use of any venue at Cube 37 with an expected attendance of more than 100 persons, the

following  
shall apply:

- The Client shall not do, neglect to do, or permit to be done, or left undone, anything which will void either Cube 37 or 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
- 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 against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought, or made or claimed against the Council or the Client arising out of or in relation to the use of Cub 37
- The Client must provide evidence of public liability insurance in the form of a Certificate of Currency
- 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 Cube 37
- Where the Client employs staff or uses sub-contractors to perform duties at Cube 37 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
- 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:

- The Client shall not do, neglect to do, or permit to be done, or left undone, anything which will void either Cube 37 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 Cube 37 & Council to the extent that such policies are affected through any such act, commission or omission
- 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 Cube 37
- 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

## **40: DISORDERLY BEHAVIOUR**

No obscene or insulting language, or disorderly behaviour or damage to property, shall be permitted in any part of Cube 37 or its Precinct. Both Cube 37 & Council reserves the right to refuse admission to any person or to remove from Cube 37 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**

Cube 37 is a smoke free environment, including the courtyard, 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 Cube 37. No raffle shall be conducted at Cube 37 without the permission of the Coordinator.

## **43: SPRUICKING**

Calling out loud or spruiking in relation to any Event shall not be permitted anywhere within the Precinct. Cube 37 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**

Cube 37, acting reasonably, 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 Cube 37 by any Client or Patron. All articles found in Cube 37 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 Cube 37 be found to be in an abnormal state as a result of the Client's use and/or the Event 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 & FOYER BAR**

FAC is serviced by our internal Hospitality Department who are able to cater to all dietary – including cultural and religious – requirements.

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.

FAC is delighted to offer patrons a complete food & beverage service via our Foyer Bar prior to each Event & any scheduled intervals. To ensure the quality and sustainability of our offerings, a Hospitality Levy of \$275/day will be applied in cases where a Client requests restrictions to the standard food &/or beverage services provided – including but not limited to: dry bar (no alcohol), removal of animal products etc. Requests must be received in writing by the Event Coordinator with whom the Client made the booking prior to tickets going on sale.

The Foyer Bar may remain open post Events at the request of the Client for a minimal fee/minimum spend target.

## **48: 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 within the Precinct shall be purchased from the Council appointed licensee through the FAC bar facilities and no liquor shall be brought into the Precinct by the Client or Patrons of any Event.

No alcoholic drinks are to be consumed by the Client, FAC staff, operators of FAC equipment or person working on an Event at any time within FAC.

## **49: CANCELLATION OF INTERVAL**

Notice of cancellation must be received in writing by the Coordinator a minimum of forty-eight (48) hours prior to the Event. If less than forty-eight (48) hours notice is given to Cube 37 the Client will be charged a fee of \$200.

## **50: PRIVACY**

Cube 37, 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 Cube 37 is not routinely provided to the Client unless patrons have specifically opted in to receive future correspondence from the Client.

## **51: 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.

## **52: LIABILITY & INDEMNITY**

The Client agrees to indemnify and to keep indemnified and to hold harmless Council and Cube 37, 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, Cube 37 or Client or all arising out of or in relation to the granting of such agreement for use of the facilities.

## **53: 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.