

Bell Tower Venue Hire

Terms and Condition

CONDITIONS OF HIRE

1. Agreement to the contract

- 1.1. Purpose of hire: The Bell Tower in the Judith Wright Centre of Contemporary Arts (JWCOCA) is available for regular and casual hire by Ausdance Qld Members. Members do so only for the stated purpose of hire for dance rehearsal and creative development only. The purpose of hire must be lawful and conducted in a manner that does not disrupt users of the building.
- 1.2. Membership Restrictions: Ausdance Qld only allow venue hires for current financial members of Ausdance Qld.
- 1.3. Age Restrictions: Ausdance Qld do not allow venue hires for Ausdance Members aged under 18 years.
- 1.4. Times of hire: The period of hire shall commence and conclude strictly at the agreed times nominated on the 'Venue Hire Application Form'. The set up and clean up time must be included in the times of hire. The venue must be vacated promptly at the conclusion of the hiring period.
- 1.5. Days of hire: The Bell Tower is available for hire
 - During ACPA Term:*
 - Monday-Friday 4:30pm – 9:45pm
 - Saturday-Sunday 8am-10pm
 - Outside ACPA Term:*
 - Monday-Saturday: 8am - 10pm

**ACPA term dates are available from Ausdance Qld*
- 1.6. Vacation of venue: No bookings can be accepted past 8pm. Venue must be vacated no later than 10pm.

2. Application for hire and confirmation of booking

- 2.1. Once a 'Venue Hire Application Form' is received, Ausdance Qld will confirm the booking via email within seven (7) working days. If you do not receive a confirmation after seven (7) working days, please contact us on admin@ausdanceqld.org.au.
- 2.2. The person completing the 'Venue Hire Application Form' and signing the venue hire agreement on the form must provide a copy of their drivers licence or other photographic ID including the current address when submitting their 'Venue Hire Application Form'.

3. Hire Fee & Payment

- 3.1. The Venue is hired out at \$5 per hour + GST for Ausdance Qld Members
- 3.2. Payment shall be made prior to the commencement of the venue hire use.
- 3.3. The Venue will not be accessible to the hirer until payment in full has been made to Ausdance Qld.
- 3.4. Ausdance Qld will issue the hirer with an invoice for payment within 48hrs after confirmation of the Venue Hire Booking.

3.5. Payment shall be made by EFT or Paypal or as otherwise negotiated with Ausdance Qld

4. Bond

4.1. The bond amount of \$50.00 cash and a completed Bond Form is required prior to the hire date.

4.1.1. The hirer will acknowledge on the Bond Form that the card holder is responsible for leaving the premises in its original condition and is liable for any damage caused whilst on premises. Any damage caused during the hire session will be reported to the Ausdance Qld emergency on call contact phone number.

4.1.2. If total amount of additional charges is in excess of \$50.00, the hirer will be forwarded an invoice for the charges in excess of \$50.00 for settlement within seven (7) days otherwise debt collection proceedings will commence.

4.1.3. The bond amount will be held until the conclusion of the hiring period. The funds will be released within approximately 5 to 7 working days.

5. Cancellation of booking

5.1. Cancellation by Ausdance Qld: Ausdance Qld reserves the right to cancel any booking if the terms and conditions of hire are breached. Ausdance Qld will provide written and/or verbal notice cancelling a booking (without advance warning if necessary) if:

5.1.1. Ausdance Qld suspects that false or misleading information has been provided on the 'Venue Hire Application Form'.

5.1.2. Ausdance Qld become aware that any event, goods, or services proposed to be held or provided by the hirer is/are objectionable, dangerous, and inappropriate for the venue, prohibited by law, or would be of detriment to Ausdance Qld, the community, or be in contravention of any laws or the conditions stipulated in the hire agreement.

5.1.3. Unexpected repairs or alterations to the hire venue are underway.

5.1.4. The premises are not fit for use due to electrical or security failure, or damage.

5.1.5. Adequate evidence of insurance coverage has not been provided if required.

6. Key collection and return

6.1. Keys must be collected from Ausdance Qld, Level 3, 420 Brunswick St Fortitude Valley, between the hours of 10.00am and 3.00pm Tuesday & Thursday. For weekend hire, keys must be collected on the Thursday prior to the hire.

6.2. If the hirer fails to collect the key(s) to the hire venue from Ausdance Qld prior to their hire session, the hire session will be cancelled by Ausdance Qld.

6.3. Keys must be returned to the Ausdance Qld, Level 3, 420 Brunswick St Fortitude Valley, within one (1) Ausdance working day following the conclusion of the hiring period, between the hours of 10.00am and 3.00pm Tuesday or Thursday. For weekend hire, keys must be returned on the Tuesday following the hire. There is NO AFTER HOURS key collection or drop off service available at any venue.

6.4. If keys are not returned on time a fee will be deducted from the bond (refer *Schedule of Additional Charges*).

7. Access to venue

- 7.1. Premises may only be occupied during the times specified in the 'Venue Hire Application Form'. If the hirer occupies the hire venue either before or after the agreed hire time noted on their application form, additional hire time will be charged accordingly (refer to *Schedule of Additional Charges*).
- 7.2. Set up and cleaning/pack up time must be included within the entry time and exit time stated on the 'Venue Hire Application Form'.
- 7.3. All goods and equipment provided by the hirer must be removed from the premises within the hire time period or additional charges will apply (refer to *Schedule of Additional Charges*).

8. Public liability insurance

- 8.1. All hirers using the space will be required to provide a copy of their Public Liability Insurance prior to the event.

OBLIGATIONS DURING HIRE

9. General obligations

- 9.1. Personal belongings / food items left unattended at the venue will be at the hirer's own risk. Any equipment arranged by the hirer must be removed from the venue by the end of the hire period. The venue will not be available the following day to collect equipment. If this term is breached, a fee may be charged and deducted from the bond (refer to *Schedule of Additional Charges*).
- 9.2. The hirer must allow un-restricted access to the venue at any time by Ausdance Qld or Arts Queensland staff or their agents on official business, attending due to an emergency call out, security officers or emergency services officers.

10. Cleaning, setting up and packing up

- 10.1. All of the following is required within the agreed period of hire:
 - 10.1.1. The premises must be left in a clean and tidy condition with floors swept and venue furniture packed up. If this term is breached, a fee may be charged and deducted from the bond (refer to *Schedule of Additional Charges*).
 - 10.1.2. Set up and pack up time for equipment must be included within the hire session time. The hirer is responsible for the set up and pack up of equipment required by the hirer. If this term is breached, a fee may be charged and deducted from the bond (refer to *Schedule of Additional Charges*).
 - 10.1.3. The hirer is responsible for removing all rubbish from inside the premises and not left in the rubbish bins inside the premises. If this term is breached, a fee may be charged (refer to *Schedule of Additional Charges*).

11. Equipment

- 11.1.1. The use of props and equipment is permitted on the condition they do not damage or mark any part of the building. Extreme care should be taken to ensure props do not present a fire hazard.
- 11.1.2. Any electrical equipment, including; amplifiers, transformers, sound, lighting, laptops etc or mechanical equipment brought into the venue must be of a standard acceptable to

Ausdance Qld. The Hirer is required to submit such items for inspection and approval by Ausdance Qld prior to or at the time of bump-in. All electrical equipment brought into the Venue must be tested and tagged in accordance with AS3760.

11.1.3. If props or equipment are not removed, or should damage from props be caused, the cost of removal and cost of repairs will be deducted (refer to *Schedule of Additional Charges*).

11.2. Glitter, special balloon effects, pyrotechnics and/or smoke machines are not permitted.

12. Smoking and alcohol

12.1. Smoking is NOT permitted inside the venue. The Judith Wright Centre of Contemporary Arts is a non-smoking centre and smoking is not permitted anywhere within the premises or property.

13. Noise

13.1.1. Ausdance Qld and JWCOCA reserve the right to exercise control of sound levels within the Venue, and such levels shall be monitored by the Ausdance Qld, JWCOCA or their authorised officer in accordance with regulatory requirements.

14. Damage to property or premises

14.1.1. 'Damage' is considered as breakages that impair the value, usefulness, or normal function of the venue. A requirement of additional cleaning is also considered under 'Damages' in these terms and conditions.

14.1.2. Any damage that occurs to the premises during the time of hire must be reported to Ausdance Qld as soon as possible (refer to *17. Emergency call-out*).

14.1.3. For any damage incurred by the hirer or one of their invited guests, the cost of repairs arranged by Ausdance Qld plus an additional clean up and administration fee will be deducted from the bond (refer to *Schedule of Additional Charges*).

15. Security and safety

15.1. Hirers are responsible for the security and safety of themselves, their guests and the building and grounds during the time of hire. Hirers are also responsible for the behaviour of guests during the use of their studio hire.

16. Emergency call-out

16.1. Ausdance Qld does not operate after hours or on weekends. Keys must be collected during Ausdance business hours, as there is no after-hours customer service available and the emergency number does not cater for this.

16.2. An emergency on call phone number will be provided for the hirer to contact in case of emergency. Emergencies are classified as:

16.2.1. hirer cannot gain access to the premises (eg. key won't work or door lock broken)

16.2.2. property or building damage which requires immediate repairs (eg. window broken and needs immediate repairs to be arranged).

16.3. Emergency call out fee requiring attendance:

16.3.1. Applicable if an emergency call out phone call is placed by the hirer and the hirer cannot be assisted over the phone and attendance is required.

17. Fire or Police contacted

- 17.1. Extreme Emergencies: In case of fire at premises or if Police are required to attend event, Hirers must phone 000 as first point of contact.
- 17.2. Hirers are responsible for bearing the full cost in case of a false alarm relating to a fire, police or a security call out (refer to Schedule of *Additional Charges*).

OBLIGATIONS AFTER HIRE

18. Cleaning and packing up

- 18.1. Premises must be vacated no later than 10.00pm.
- 18.2. It is the responsibility of the hirer to ensure the premises and grounds are left in a clean and tidy condition at the end of the hire and all equipment is returned to storage.
- 18.3. If the cleaning is not to a suitable standard, the cost of engaging cleaners will be deducted from the bond (refer to Schedule of *Additional Charges*).
- 18.4. At the end of the hire, hirers must ensure all items identified in point 20. *Hirer's checklist* have been completed.

19. Hirer's checklist:

- 19.1. Premises must be left in suitable condition. A checklist has been provided for hirers to follow:
 - All tables and chairs have been wiped down and stacked/stored in original position
 - All floors have been swept
 - All rubbish has been removed from the premises
 - All additional items belonging to the hirer are removed from the venue (including food and drinks, music equipment etc). Hirers are not permitted to access the venue the following day. Additional hire charges will apply
 - All heating/air-conditioning have been turned off. Failure to turn off air conditioners/heating at completion of hire will result in a fee to be deducted from the bond (refer to Schedule of *Additional Charges*).
 - All windows are closed
 - All lights are turned off
 - All doors are locked and secure
 - Casual hirers: keys must be returned to Ausdance Qld, Level 3, 420 Brunswick St Fortitude Valley, on the first Ausdance working day following the hire between the hours of 10:00am and 3:00pm (refer to 5. Key collection and return). NB: The office is NOT open prior to 9am.

Please complete and return the attached checklist. Checklist must be completed before access is granted to the venue.

FEES AND CHARGES

20. Schedule of additional charges:

- 20.1. In the event of any of the circumstances listed in the Schedule of *Additional Charges*, the

hirer agrees to the BOND being utilised for the associated costs or fee incurred to a maximum of \$50.00. Where applicable, hirers may be charged for more than one item.

- 20.2. If the total of additional charges is in excess of \$50.00, the hirer will be forwarded an invoice for the excess.

Schedule of Additional Charges		
ITEM	ITEM DESCRIPTION	CHARGE INCURRED
1.	Agreement to the contract; 1.2 Age restrictions: Non-compliance of age restrictions	\$50.00
2.	Key collection and return: Non-return of key(s) issued to hirer (includes initial key issued and any additional keys issued if original is lost)	\$50.00
3.	Key collection and return; Replacement key: Loss of keys resulting in a call to the Ausdance Qld emergency number and on site attendance to deliver and issue a replacement key.	\$50.00
4.	Access to venue: Additional occupation of premises if hirer uses premises before or after agreed time of hire.	\$50.00
5.	General obligations; Personal belongings / food items: Hirer's personal items or hired equipment left at premises outside of agreed hire period	\$50.00
6.	Cleaning, setting up and packing up: Additional cleaning of venue if venue is not left in clean condition.	\$50.00
7.	Cleaning, setting up and packing up: Chairs / Tables not cleaned and/or packed away in correct area	\$50.00
8.	Cleaning, setting up and packing up: Rubbish not placed in bin hoppers provided and/or any excessive rubbish that does not fit in hoppers is not removed	\$50.00
9.	Noise disturbance complaints received by Ausdance Qld	\$50.00
10.	Damage to property or premises: Damage caused during the hire session as outlined, but not limited to: <ul style="list-style-type: none"> • Broken window / glass • Damage to flooring • Damage to venue property / premises 	\$repairs as arranged by Ausdance Qld PLUS clean up fee \$50.00
11.	Activities by hirers or attendees at hire session which requires the attendance of any Emergency Services including Police and/or Fire Brigade. Hirers are responsible for cost of infringement for non-compliance of maximum room capacity.	cost of infringement from Emergency Services PLUS Ausdance Qld fee \$200.00

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12.	Emergency call out; Emergency call out fee requiring attendance: Where an emergency call out phone call is placed by the hirer and the hirer cannot be assisted over the phone and attendance is required, where the venue hire equipment/structure is not faulty the hirer will be charged an attendance fee for onsite assistance.	\$50.00
13.	Hirers checklist: Air conditioning/heaters not turned off at completion of hire session	\$50.00
14.	Hirers checklist: Removal and/or failure to return any Ausdance Qld property, furniture or equipment including remote controls. Ausdance Qld will report all items of theft to police and provide hirers details to the police to investigate.	\$50.00

Should you agree to these terms and conditions please sign and date below :

Hirer Full Name

Date:

Ausdance Qld

Date: