

## Conditions of Hire Western Australian Academy of Performing Arts (“WAAPA”) at Edith Cowan University (“ECU”)

### 1. General Conditions

- 1.1 In these Conditions of Hire, the following meanings apply: “**Application to Hire WAAPA Facilities form**” means the form completed by the Hirer and submitted to WAAPA, requesting to hire the Facility; “**ECU**” means Edith Cowan University; “**Facility**” means that part of WAAPA and/or ECU’s premises hired to the Hirer; “**Function**” means any event, function, performance or programme of any description to be conducted in the Facility; “**Hirer**” means the person whose name is set out in the *Application to Hire WAAPA Facilities* form and the organization on whose behalf the Hirer is entering into this Contract; “**WAAPA**” means the Western Australian Academy of Performing Arts at Edith Cowan University.
- 1.2 The Hirer will ensure the Facilities are used only for the purposes set out in the *Application to Hire WAAPA Facilities* form. WAAPA and ECU reserve the right to permit any person to use any Facility on any terms stipulated by WAAPA and/or ECU whether different to these Conditions of Hire or not.
- 1.3 The Hirer will be responsible for the maintenance of good order in the Facility and any other part of WAAPA and ECU’s premises affected by the hiring.

### 2. Bookings and Payment Terms

- 2.1 The Hirer must ensure the booking time allows sufficient bump in and out time and be in attendance in person or by a representative at least one hour before the commencement of the Function and carry out all requests and directions of WAAPA and/or ECU.
- 2.2 All hire fees payable by the Hirer are those set in the agreement signed by the Hirer and the WAAPA Senior Venue Services Officer. WAAPA will issue the agreement to the Hirer following its acceptance of an *Application to Hire WAAPA Facilities* form and confirmation of the booking is issued. The agreement will state the full hire fee to be paid by the Hirer (“Hire Fee”) and will be due within 30 days of the date of the invoice.
- 2.3 In addition to the Hire Fee, WAAPA and/or ECU shall be entitled to demand payment from the Hirer of the amount of any cost or expense incurred by WAAPA and/or ECU in:
  - 2.3.1 the repair or replacement of any property or equipment that has been damaged, lost or stolen (as the case may be);
  - 2.3.2 the repair to the Facility; or
  - 2.3.3 cleaning,
  - 2.3.4 additional security or technical support arising out of, or during the use of the Facility by the Hirer.
- 2.4 The Hirer will also pay such further charges as may be determined by WAAPA and ECU if the Hirer does not vacate the Facility at the expiration of the booked hire period.
- 2.5 Despite other provisions in this Contract, if a goods and services tax or similar value added tax (“GST”) is imposed on any supply made by WAAPA and/or ECU to the Hirer or, in accordance with these Conditions of Hire, the amount the Hirer must pay to ECU for that supply is increased by the amount of that GST.
- 2.6 An Invoice will be issued by ECU after the completion of the booking(s). This invoice shall include
  - 2.6.1 The hire fee and,
  - 2.6.2 Any additional fees as listed on the agreement.
  - 2.6.3 If cleaning is required the relevant cost.
  - 2.6.4 Any repair or remediation cost for damage to equipment or facilities.Invoices are due 30 days from date of invoice.



### 3. Cancellations

- 3.1 Subject to clauses 3.2 and 3.3, a cancellation charge of \$100 will be levied on the Hirer for cancellation of a booking any time between the booking being confirmed by WAAPA and/or ECU and up to 5 days prior to the date of the confirmed booking. The charge shall be paid by the Hirer forthwith upon cancellation.
- 3.2 Any cancellation of a booking made less than 5 days prior to the date of a confirmed booking will be charged to the Hirer at 25% of the hire fee or \$100, whichever is the greater.
- 3.3 Any cancellation of a booking made less than 48 hours prior to the date of a confirmed booking will be charged to the Hirer at 50% of the hire fee or \$250, whichever is the greater.

### 4. ECU By-Laws

The Hirer shall at all times comply with ECU's By-laws and the reasonable directions of a representative of WAAPA and ECU. Copies of the By-laws are available from

[http://www.ecu.edu.au/GPPS/governance\\_services/uni\\_by\\_laws.html](http://www.ecu.edu.au/GPPS/governance_services/uni_by_laws.html)

### 5. Other Special Provisions

- 5.1 The Hirer must comply with all laws and conditions relating to the Facility.
- 5.2 The use of the Facility, by the Hirer, must not in any way be in conflict with WAAPA and ECU's good reputation.
- 5.3 WAAPA and ECU are not liable for any disruption, interference or cancellation of a Function at a Facility caused by civil disruption, industrial action, an act of nature or any circumstances beyond the control of WAAPA and/or ECU.
- 5.4 WAAPA and ECU are not liable to any person for any loss or damage caused or contributed to by prohibition or cessation of any function on or closure of any Facility under these Conditions of Hire.

### 6. Protection of Buildings

- 6.1 The driving of tacks, nails or screws, etc. into any of the woodwork or walls or any part of a building, furniture or fixture is strictly forbidden.
- 6.2 A Hirer may not without the express written approval of WAAPA and/or ECU move or remove any plant, furniture or other equipment within or from the Facility.
- 6.3 The Hirer must reinstate the Facility to its original condition immediately after use and leave the Facility in a clean and tidy condition. The Hirer will be responsible for the costs of making good any damage to buildings, fixtures, furnishings, equipment or any other property incurred as a result of the hiring.
- 6.4 A person who appears to be intoxicated, under the influence of drugs, or who uses profane or improper language, or who misbehaves in an inappropriate manner, will not be entitled to enter or remain on any part of ECU property, including the Facility.**
- 6.5 The Hirer shall ensure at all times that itself, its agents, and invitees shall keep and maintain the proper behaviour of persons consistent with these Conditions of Hire and shall be solely responsible in ensuring compliance with these Conditions of Hire. The Hirer must indemnify WAAPA and ECU against any claim made by a person required to vacate the Facility and the University.
- 6.6 Any authorised representative of WAAPA and ECU shall at any time be permitted free access to the Facility and shall be entitled to enforce, at its discretion, these Conditions of Hire where it considers it to be appropriate.
- 6.7 The Hirer will ensure that all passageways and aisles (including exit doors) are kept free and unobstructed and available for use by the public at all times when the building is occupied and that all exit lights are illuminated during all Functions.



- 6.8 The Hirer will ensure they abide by the *Conditions of Use* for all facilities and equipment supplied by WAAPA and / or ECU, which may include:
- 6.8.1 Specifications on types of footwear permissible in studios
  - 6.8.2 Strictly no food or drink permitted in any studio, rehearsal room, theatre or space at any time. Food and beverages may only be consumed in the main foyer area or outside the building.
  - 6.8.3 Abide by the *Conditions of Use for WAAPA pianos*, available on request.

**The Hirer will not permit any person to smoke within any WAAPA or ECU building, Facility or within the boundary of any such building or Facility. ECU is a smoke free University.**

## **7. Insurance, Indemnity and Assignment**

- 7.1 At the time the Hirer lodges the *Application to Hire WAAPA Facilities* form, the Hirer must provide a copy of the Hirer's Public Liability insurance policy with cover for at least \$10 million (and noting ECU as an interested party) and a policy covering the Hirer's liability for workers' compensation insuring the Hirer for events which may occur on the date of the hire. Failure to deliver these policies will result in the cancellation of the hire for the Facility.
- 7.2 The Hirer will not do or permit to be done anything which may invalidate any policy of insurance or affect the right to ECU to claim under any policy. If the Hirer is in breach of this condition then the Hirer indemnifies WAAPA and ECU against all damages losses and costs which WAAPA and/or ECU may incur as a result of such act. The Hirer will also not do or permit to be done any act upon the premises which will or could increase the rate of insurance premium payable by ECU and will upon demand pay to ECU any such increased premium whether notice of such increase has been received by ECU before or after the hiring.
- 7.3 Vehicles parked on an ECU campus are parked at the owner's and/or user's risk and WAAPA and ECU are not and shall not be liable, or responsible in any way for loss or theft or damage or for the safe custody of a vehicle or its contents.
- 7.4 The Hirer will indemnify WAAPA and ECU against any loss, cost, expense or other liability of any kind ("liability") incurred or suffered by ECU arising from or in connection with:
- 7.4.1 any loss of, or damage to, the facility or any property or equipment on the facility whether an asset of WAAPA and/or ECU or any other person; or
  - 7.4.2 the death of, or injury to, any person in the facility; caused or contributed to by the Hirer and/or any of its agents, employers or contractors or any other person at the Facility at the invitation of the Hirer, whether or not as the result of negligence by any of them.
- 7.5 Clause 7.4 does not apply to the extent that any liability is caused by the negligent act or omission of ECU or any of its agents, employees or contractors.
- 7.6 The Hirer will indemnify WAAPA and ECU against liability incurred or suffered arising from, or in connection with, any breach or non-observance by the Hirer of any of its obligations under these Conditions of Hire.
- 7.7 The Hirer will not assign any part of its rights or obligations under these Conditions of Hire.

## **8. Cleaning**

- 8.1 The Hirer, when using a WAAPA Facility for social functions, must discuss cleaning arrangements with the WAAPA Senior Venue Services Officer prior to the event.
- 8.2 Additional cleaning required after the event will be charged to the Hirer at normal commercial rates.

## 9. Telecommunications, Intellectual Property and Protocol

- 9.1 Charges for telephone line/s activation, local calls, STD and ISD calls are at the rates outlined on the current Facility Hire Fee Schedule. Charges will be finalised the day after the Function and invoiced separately to the Hirer. The Hirer is liable for payment of charges incurred during the booking regardless of any other party gaining authorised or unauthorised use of the phone line/s during the hire period.
- 9.2 No later than 14 days prior to the date of hiring, the Hirer will provide an APRA Licence for bookings where the Hirer intend to have music played which constitutes a public performance of copyright music and an APRA copyright licence is required.
- 9.3 In the case of a Function being conducted in a Facility where Ministers of the Crown, VIPs, senior educational or commercial executives are to attend, this information must be recorded on the *Application to Hire WAAPA Facilities* form so that WAAPA and ECU may observe usual protocol.

## 10. Acts requiring ECU Permission

10.0 The Hirer will not without the prior written consent of WAAPA and ECU:

- a) allow any animal in the Facility;
- b) transmit by television or radio broadcast any performance which may infringe copyright;
- c) bring or allow any person to bring onto any WAAPA and/or ECU property any explosive or inflammable liquids or like substances;
- d) permit any advertisement to be placed upon any WAAPA and/or ECU property;
- e) deface or allow to be defaced any part of the Facility including the fixing of any paper or other objects to any part of the Facility;
- f) decorate or placard any part of the Facility;
- g) alter or remove any part of the seating in the Facility;
- h) use of name of WAAPA, ECU or the WAAPA or ECU logo or any part thereof in any advertising or promotional material or make any statement that implies or might imply that WAAPA and/or ECU is in any way connection to the Function;
- i) permit the supply or use of alcohol in the Facility or on ECU property. Permission to have intoxicating liquor at any function must be obtained from the ECU Campus Facilities Manager. Consumption of alcoholic beverages may be permitted only within the approved area of designation for the Function and only within the time nominated as the duration of the hire. If it is intended to sell liquor either separately or by way of inclusive charge, with some other service, a liquor licence must be obtained by the Hirer. A copy of the liquor licence must be presented to the Facilities Management Office not less than 24 hours before Function date. Failure to do so will result in cancellation of the booking and a cancellation fee charged (refer Section 3). The Hirer must comply with ECU policy and by-laws concerning alcohol being provided or consumed at functions (refer Section 4).
- j) permit any film projection or other exhibition or similar entertainment or photography of any kind within the Facility or WAAPA and ECU property. Any consent will be subject to the Hirer complying with any copyright provisions.

## **11. Equipment & technical support**

- 11.1 Equipment (such as sound, lighting, AV or pianos) is not automatically included in the hire conditions and must be organized as part of the hire process. Additional hire charges may apply.
- 11.2 The hire of some venues may require a WAAPA Duty Technician and / or Front of House staff to be present for the duration. Additional charges for these will apply (including requisite after hour charges), and will be advised at the time of booking.
- 11.3 Minimum Call time for:
- a) Duty Technician is three (3) hours
  - b) Front of House staff member is three (3) hours.

## **12. Catering**

ECU Catering Licensee services are usually available to provide catering for conferences and functions held on campus. Catering arrangements are the responsibility of the Hirer and are subject to the terms and conditions of the caterer. If an external caterer is utilised, the Hirer must ensure that the external caterer complies with the provisions of the Health Act and the regulations thereunder, is self-sufficient and able to provide all the necessary equipment in compliance with that Act and those Regulations. If required by WAAPA and/or ECU, the Hirer will provide a written undertaking signed by the external caterer agreeing that it will abide by the obligations imposed upon it by WAAPA and/or ECU including those set out in this clause 13. Restrictions on where food and beverages can be consumed are in place. Food and drink must NOT be consumed in studios, rehearsal rooms, theatres or performance spaces under any circumstances.

## **13. Essential services**

WAAPA and/or ECU may require the employment of such personnel at a Function (e.g. technical, cleaning, security or other personnel) as are deemed necessary for security or safety reasons. The costs of providing such personnel will be charged to and payable by the Hirer (in addition to the facility hire fee) within 5 days of the completion of the function.

## **14. After-hours Security and Access**

ECU Security are notified of all official bookings in WAAPA facilities. WAAPA and ECU reserve the right to deny access to those not part of an official function or confirmed booking. After hours functions must liaise with Security for facility access and assistance. An after-hours booking does not automatically result in a WAAPA staff member being available or present.