APPLICATION FOR HIRE
Belconnen Community Theatre

Capital Region Community Services

Phone: 6264 0200 Email: contact@crcs.com.au PO Box 679 Belconnen ACT 2617

Instructions: Complete ALL parts of this form as incomplete forms will not be accepted. Attach ALL required documentation.

Hirer Details					
Applicant/Contact			Position Held		
Group/Organisation			ABN		
Mailing Address			Suburb		Postcode
Contact Details	Phone 1		Phone 2		
Email					
Alternative Contact			Phone		

Booking Details			
	Start Date	**Finish Date**	**Production / Event Title and Description**
Detail date(s) & production/ event title			

Booking Requirements and Charges (GST inclusive) – Hire Charges Must Be Paid in Advance of Hire
IMPORTANT: Set-up and pack-up time MUST be within your booked time. Charges will apply for early start or overstay.

Standard Inclusions	Theatre access 7.00am to no later than 11.45pm on each booked day. Fixed seating for 136, accessible seating and extra seating for 15, bio-box includes theatre sound and standard wash lighting with spotlights aimed at the centre, left-side and right-side of the stage, theatre curtains, box office, change rooms, bathrooms.		
Non-standard Inclusions and Charges	**Requirement**	**Charge/Hire Amounts**	**Notes and Required Documents**
	■ Hire Charge Applicability per CRCS *Facility Hire Rates Schedule**	☐ Community/not for profit (evidence required) ☐ Daily ☐ Weekly ☐ Business Government ☐ Daily ☐ Weekly	**Public Liability Cover** Expiry Date:
	☐ Microphones	No charge	n/a
	☐ Projector	No charge	n/a
	☐ Talk-back Headset	No charge	n/a
	☐ Smoke Effects	No charge	• Fire detector isolation switch key
	☐ Marketing	No charge	• Promotion via CRCS web-site/newsletter/social media • Info to be provided by Hirer
	☐ Ladder	No charge	• Working Safely at Heights SOA or Construction White Card • Photo I.D. for person holding the Working at Height SOA or Construction White Card • Risk Management Plan • SWG/SWMS - working at heights
	☐ Serving liquor	No charge	• CRCS gives support letter to hirer • Hirer gives copy of liquor license to CRCS
	☐ Do you require technical support during your hire?	Our technical partner, Sidestage, can provide assistance by prior arrangement. Please request support at least two to three weeks before your booking. Short-notice assistance is subject to availability, and emergency onsite callouts attract an additional surcharge. **Rates as of Nov 2026 (subject to change)** • Technical support: **$99 per hour** • Minimum onsite callout: **$297** • Emergency same-day attendance: **an additional $100 surcharge**	• Required for non-standard lighting/sound set-up and return to CRCS' standard wash at end of hire AND/OR dogging work and rigging work as defined by WHS Regulations. • CRCS can provide the details of our preferred supplier so that a request for booking can be made for your event (subject to their availability) **NB: CRCS do not provide technical support for the theatre other than the standard stage lights, use of the projector and use of the microphones.**
		HIRE CHARGE*	$
		BOND PAYABLE **	$500
		TOTAL BALANCE PAYABLE***	

IMPORTANT NOTICE: CRCS does not permit any theatre hirer or their participants to use specialised theatre equipment without prior centre approval. The prospective hirer must satisfy CRCS they have the necessary skills and knowledge to use the equipment properly and safely. Food and drink are not permitted in the theatre, water bottles excepted.

Bond and Cancellation Policy and Charges

* **Hire Charges are billed in accordance with the current *CRCS Facility Hire Rates Schedule* that is in effect at the time of each hire date.** The Hirer is responsible for payment of all bookings whether the space is used or not. A minimum of 60 days' notice is required to cancel a booking. Cancellations are subject to the following charges:

- 60+ days' notice – $100 administration charge applies
- 30-59 days' notice – cancellation charge of 50% of the hire charge
- 14-29 days' notice – cancellation charge of 75% of the hire charge
- Less than 14 days' notice – cancellation charge of 100% of the hire charge.

Cancellations must be notified in writing to contact@crcs.com.au

** Bond is required for, but not limited to:

- any technical support that is required to return the theatre to standard set-up if not correctly completed,
- cleaning costs,
- security callouts, and
- loss/damage of equipment/theatre, and
- administration charges relating to cancellation.

Actual costs identified during bump-out are taken from the bond payment and any additional charges above the bond amount are invoiced to the hirer.

*** Total Balance Payable must be paid prior to bump-in. Keys and access cards will not be issued where payment has not been made in full and verified by CRCS as received.

Declaration				
I have read the *Theatre Hire Terms and Conditions* (Theatre Hire T&Cs) and *Theatre Handbook* and confirm that: • I am authorised to sign on behalf of the Applicant/Group/Organisation (Hirer) detailed above; and • I accept and agree to comply with the *Theatre Hire T&Cs* and *Theatre Handbook*, including any amendments to the *Theatre Hire T&Cs* and *Theatre Handbook*, for and on behalf of the Hirer.				
Print Name		**Signature**		**Date**

Office Use Only						
Community/NFP evidence sighted – where identified in Hirer Type above			Checked by:		Date:	
Public Liability Insurance received and checked – no stipulated exclusions and covers hire period. Task raised as required.			Checked by:		Date:	
Ladder Use - Working Safely at Heights Statement of Attainment (RTO issued) OR Construction White Card (Access Canberra issued) received and checked – current, address matches identification and covers hire period			Checked by:		Date:	
Photo identification for person holding the Working at Height SOA or Construction White Card			Checked by:		Date:	
Working at Heights Risk Management Plans received and checked			Checked by:		Date:	
Working at Heights SWG/SWMS received and checked			Checked by:		Date:	
Email to designated Preferred Supplier and hirer issued – for non-standard lighting/sound hirers only			Issued by:		Date:	
Letter for liquor license issued (as required)			Issued by:		Date:	
Copy of liquor license obtained (as applicable to each hire)			Checked by:		Date:	
Bump-in Appointment Scheduled in Facilities Calendar			Booked by:		Date:	
Bump-out Appointment Scheduled in Facilities Calendar			Booked by:		Date:	
$500 Bond Payment Received	Invoice / Receipt No:		Confirmed by:		Date:	
Hire Charges Received in full	Invoice / Receipt No:		Confirmed by:		Date:	

BELCONNEN COMMUNITY THEATRE
TERMS AND CONDITIONS OF HIRE

1) Definitions

Unless the contrary intention appears, in these Theatre Hire T&Cs:

a) **Additional Charges** means those charges referred to or described in clause 12.
b) **Application for Hire** means the written *Application for Hire Form* plus all required supporting documentation.
c) **Approved Use** means the approved use of the Facilities the subject of a Booking as notified by us to you.
d) **Bond** means any bond that we require you to pay to us prior to each hire start date for the Theatre as notified by us.
e) **Booking** means an Application for Hire which has been accepted and approved in writing in accordance with clause 3.
f) **Booking Request** means a request that you make to hire Facities from us.
g) **Business Day** means a day except a Saturday or Sunday or other ACT gazetted public holiday.
h) **Centre** means the 'Belconnen Community Centre' located at 23 Swanson Court, Belconnen ACT 2617.
i) **Claim** means any claim, suit, action, demand, or right.
j) **Construction White Card** means *General Construction Induction Card* issued by Access Canberra following completion of General Construction Induction Training with an RTO. The Construction White Card must be current and show the person's current address.
k) **CRCS**, we, us or our means Capital Region Community Services Limited Ltd ACN 639 117 061.
l) **CRCS Facility Hire Rates Schedule** means document that details current hire charges and as revised from time to time.
m) **CRCS Preferred Supplier** means a supplier identified and screened by CRCS for the purposes of providing technical support (including dogging work and rigging work) to theatre hirers. CRCS Preferred Suppliers are contained in our *Preferred Supplier Register* and listed in the current *Theatre Handbook*.
n) **Dogging Work** as defined by WHS Regulations means:
   i) the application of slinging techniques, including the selection and inspection of lifting gear, to safely sling a load; or
   ii) the directing of a plant operator in the movement of a load when the load is out of the operator's view.

   Dogging Work is deemed to be high risk work under WHS law. CRCS requires Dogging Work and Rigging Work to be completed by a CRCS Preferred Supplier only and that the supplier's allocated worker/s holds the applicable licences, certificates and experience in applying dogging skills in a live entertainment or event context. All licences must be issued by Access Canberra within 60 days of the issue of a statement of attainment by an RTO.
o) **Facilities Administration** means any employee supporting/overseeing facilities and venue hire or an authorised delegate of CRCS.
p) **GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth).
q) **GST** has the meaning given in the GST Act.
r) **Hire Charges** means the price at which we agree to hire the Facilities to you, as determined or amended by us from time to time in accordance with these Theatre Hire T&Cs and documented in the current *CRCS Facility Hire Rates Schedule*.
s) **Hire Period** means the period which we have agreed to hire the Facilities to you per the Booking, and for a permanent or reoccurring Booking means each individual period of hire the subject of that Booking.
t) **Hirer** means, you, your, etc whether capitalised or not means the Hirer listed on the Application for Hire.
u) **Invitee, Attendee, Participant, Patron** means a person accessing the Facilities for any purpose as the result of an invitation from the Hirer.
v) **Liability** means responsibility for any loss (either direct or indirect), damage, or expense and includes liability for Consequential Loss.
w) **Rigging Work** as defined by WHS Regulations means:
   i) the use of mechanical load shifting equipment and associated gear to move, place or secure a load using plant, equipment or members of a structure to ensure the stability of those members; or
   ii) the setting up or dismantling of cranes or hoists.

   There are 3 classes of Rigging Work:
   i) Basic Rigging
   ii) Intermediate Rigging
   iii) Advanced Rigging

   Rigging Work is deemed to be high risk work under WHS law. CRCS requires Dogging Work and Rigging Work to be completed by a CRCS Preferred Supplier only and that the supplier's allocated worker/s holds the applicable licences, certificates and experience in applying rigging skills in a live entertainment or event context. All licences must be issued by Access Canberra within 60 days of the issue of a statement of attainment by an RTO.
x) **RTO** means a nationally recognised Registered Training Organisation.
y) **Safety Requirements** means the safety conditions for using the Theatre detailed in these Theatre Hire T&Cs and the *Theatre Handbook*.
z) **SOA** means Statement of Attainment from an RTO.
aa) **SWG** means Safe Work Guidelines.
bb) **SWMS** means Safe Work Method Statement.
cc) **Theatre Hire T&Cs** means these Terms and Conditions of Hire, and any annexures, schedules or attachments to it.
dd) **Theatre** means the Belconnen Community Theatre located inside the Centre and includes all facilities listed on the Application for Hire.
ee) **Theatre Handbook** means a CRCS issued document that details all information relating to the use of the theatre including equipment use and safety requirements.
ff) **Theatre Rigging Work** is not Dogging Work or Rigging Work as defined by WHS regulations. Theatre Rigging Work means attaching or suspending items to a pre-existing/proprietary system using a standard method. Examples of Theatre Rigging Work are:
   i) hanging technical elements (lighting, sound, AV equipment) from a hook clamp
   ii) attaching cloths, drapes, banners
   iii) attaching scenery with a dedicated attachment point
   iv) attaching styling/design elements
   v) attaching or running cables.

   All Theatre Rigging Work must be conducted in compliance with all applicable WHS legislation, regulations, codes of practice and compliance codes including those covering Working at Height activities and high-risk work.
gg) **Working at Height** refers to any work where a person could fall from one level to another. There are two main risks associated specifically with Working at Height:
   i) injuries or death due to persons falling from height
   ii) injuries or death due to persons being hit by an object falling from height.

   Note: The risk of serious injury or death increases significantly for falls from 2 metres or more. Falls can also occur at ground level as a result of falling into a pit or below stage. As such, particular attention must be given to high

risk Working at Height activities to ensure appropriate risk assessments, qualifications and controls are observed at all times.

hh) **Working Safely at Heights SOA** means a Statement of Attainment that verifies Working at Height training in the accredited unit of competency *RIIWHS204E Work Safely at Heights* or equivalent has been completed with a nationally recognised Registered Training Organisation. Working Safely at Heights SOA must have been issued within the last three years from the last hire date.

2) Application of Theatre Hire T&Cs

a) The terms of these Theatre Hire T&Cs apply to all Booking Requests and Applications for Hire that you submit for the hire of the Theatre from us.

b) We may amend these Theatre Hire T&Cs at any time at our sole discretion.

c) All Booking Requests and Applications for Hire you make will be deemed to be your acceptance of these Theatre Hire T&Cs, including any amendments thereof.

3) Making a Booking

a) You may make a Booking Request in writing at any time.

b) On receipt of a Booking Request, we will:
   i) confirm availability and appropriateness of use;
   ii) provide an Application for Hire and applicable Theatre documentation;
   iii) make a tentative booking to reserve your requested hire date/s pending return of the completed and signed Application for Hire plus required supporting documentation within 5 business days of issue. Failure to return the completed application and supporting documentation within 5 business days will forfeit the tentative booking without further notice.

c) Nothing in this Theatre Hire T&Cs constitutes any representation, warranty or guarantee that we will accept any request for hire, and we may accept or reject a Booking Request at our absolute discretion.

d) A contract or agreement for the hire of the Theatre arises when you submit a fully completed and signed Application for Hire and the required supporting documentation and have received a positive written confirmation that all requirements have been met and your Booking has been made.

e) Once we accept an Application for Hire and have confirmed your booking in writing, we will supply the Theatre in accordance with these Theatre Hire T&Cs.

f) Any leaflets, catalogue, price list, or other material for the Theatre that we provide to you is an invitation to treat only and not an offer by us to provide the Theatre, and any list prices may be amended at our discretion.

g) To be entitled to the community hire rate, the Hirer must produce proof of not-for-profit classification at the time of submitting an Application for Hire.

h) The Centre will remain closed:
   i) on all ACT Public Holidays; and
   ii) during the annual nominated CRCS shutdown period from 24 December through until the New Year's Day public holiday.

   Any use of the Theatre on Gazetted Public Holidays (excluding the annual nominated CRCS shutdown period) requires the approval of Facilities Administration.

4) Cancellation and Variation of Bookings

a) Only the nominated contact person/s on the Application for Hire may cancel or vary a Booking.

b) All requests for booking variations or cancellations must be made in writing.

Variation of Bookings

c) Booking variations are not confirmed without our prior written agreement.

Cancellation of Bookings by Hirer

d) A minimum of 60 days' notice prior to the commencement of the Booking is required to cancel (the Notice Period).

e) If the cancellation request is not provided within the Notice Period, we will apply the cancellation charges outlined in the Bond and Cancellation Policy and Charges section of the Application for Hire.

f) Without limiting the generality of clause 4(e), we may recover from you as a debt due and payable any other expenses or loss incurred by us in relation to the Booking.

Cancellation of Bookings by Us

g) We may immediately cancel a Booking on written notice if we reasonably determine that:
   i) the Theatre is deemed to be unfit for use during the Hire Period; or
   ii) we are otherwise unable to fulfil the Booking.

h) If we cancel a Booking in accordance with clause 4(g) we will promptly refund to you any monies paid in relation to the cancelled Booking.

i) Notwithstanding anything else in these Theatre Hire T&Cs, we may immediately cancel a Booking if you breach any terms of these Theatre Hire T&Cs.

j) If we cancel a Booking pursuant to clause 4(i), we may recover from you all costs, expenses, loss or damage we incur as a result of such cancellation.

5) Use of Theatre

a) Subject to clause 5(b), you will be entitled to exclusive use of the Theatre during the Hire Period.

b) Facilities Administration or an authorised CRCS supplier/ contractor may enter or inspect the Theatre at any time during the Hire Period at our discretion.

c) You and your invitees enter and use the Theatre at your sole risk.

d) You are responsible for ensuring adequate supervision for the safety of all people associated with your hire including, but not limited to, your employees, workers, volunteers, contractors, children and young people and your patrons.

e) We make no representation or warranty as to the suitability of the Theatre for your intended use.

f) We make no representation or warranty as to the availability, condition, or suitability of any equipment or facilities provided in the hire of the Theatre.

g) We do not supply consumables including but not limited to rope, lighting gels, gaffer tape, batteries, paint, etc. with the hire of the Theatre. You are solely responsible for supplying any consumables or other goods that you require during the Hire Period.

h) You are solely responsible for the administration, organisation and running of any event during the Hire Period.

i) Where the Theatre is used for longer than the Hire Period, you will be required to pay additional Hire Charges calculated at the relevant rate.

j) At the conclusion of each day's hire you must:
   i) leave the Theatre in a clean and tidy state fit for continued use;
   ii) leave the foyer in a clean and tidy state and ensure all furniture is returned to its initial location;
   iii) switch off all lights, air-conditioning and electrical

power;

iv) place all rubbish in the skip bins at the back of the Centre; and

v) ensure the Theatre and the Centre is left fully secured, including ensuring that all doors are locked and the alarm system is armed (as required).

Restrictions on Use

k) You must only use the Theatre for the Approved Use.

l) You must ensure that ticket sales do not exceed the maximum seating capacity of up to 151.

m) Under no circumstances are the following permitted to be used in the Theatre, Centre or surrounds at any time:

i) spray paints, flames, vapes or lit cigarettes; or

ii) flammable materials and appliances that generate high heat.

Theatre curtains are not flame resistant, and caution must be taken at all times. Hirers must inform all cast and crew of this hazard.

n) Without our prior written consent:

i) no domestic animals may be admitted to the Theatre;

ii) no fixture, fittings or furnishings of the facility or the Theatre may be altered, moved or removed;

iii) no advertisements may be erected or displayed on or within the Theatre;

iv) no collection shall be taken in, or in the immediate vicinity of, the Theatre;

v) no game of chance, or mixed chance and skill, sweepstake or lottery shall be conducted in, or in the immediate vicinity of, the Theatre; and

vi) no persons shall bet or wager in, or in the immediate vicinity of the Theatre.

o) The Theatre and the Centre are accessible from 7.00am and must be vacated no later than 11.45pm on each hire day without exception. Hirers must ensure that their booking includes sufficient time to bump out at the conclusion of the hire period. If you are unable to vacate the premises by this time on the final day of your booking you should extend the booking by an additional day for bump out.

Storage

p) Storage in the area under the audience seating is strictly prohibited. No items are to be stored in this area at any time. Failure to keep this area clear may result in the Theatre being closed down.

q) The Centre does not have sufficient storage areas to allow Hirers to store their property on a full-time basis. The Hirer must remove items no longer in use once the set has been constructed. The Hirer must ensure that Facilities Administration can access CRCS property in the storeroom at all times.

Working Alone

r) The Hirer must ensure there are at least two people in the Theatre:

i) at all times when Working at Height in compliance with clause 5(s-v), and

ii) after 5pm during weekdays and at all times on weekends and public holidays irrespective of whether you are Working at Height or not.

Working at Heights

s) You and/or your workers/suppliers/invitees are not permitted to use ladders/work at height unless this requirement is identified on Application to Hire and CRCS has confirmed all Working at Height requirements have been met in accordance with clause 5(t).

t) You may only use ladders/work at heights where you are over 18 years of age and have provided us with the following documentation that we have checked and confirmed:

i) the Working Safely at Heights SOA or Construction White Card for each person who will be Working at Height; and

ii) photo identification for each person possessing a Working Safety at Heights SOA or Construction White Card; and

iii) a risk management plan for Working at Height; and

iv) SWG or SWMS for Working at Height.

u) You may only use ladders/work at heights when a second person is in attendance at all times this work is being undertaken.

v) You may only use ladders/work at heights to undertake work that a reasonable person would consider to be Theatre Rigging Work. Under no circumstance are you or your workers/suppliers/invitees permitted to undertake any activity within the Centre or Theatre that meets the definition of Dogging Work or Rigging Work under WHS legislation and regulations. If circumstance requires Dogging Work or Rigging Work, this will be arranged and authorised by Facilities Administration using an approved CRCS Preferred Supplier only.

6) <u>Loss and Damage to the Theatre</u>

a) In the event that the Theatre becomes unsafe to use during the Hire Period, you must immediately:

i) stop using the Theatre; and

ii) notify us via the after hours on-call phone number; and

iii) take all reasonable steps to prevent injury occurring to persons or property as a result of the condition of the Theatre.

b) If the Theatre is damaged during the Hire Period, you must immediately:

i) stop using the part of the Theatre containing the damage; and

ii) notify us via the after hours on-call phone number; and

iii) take all reasonable steps to prevent further damage.

c) You agree to pay to us on demand, and indemnify us against, the cost of repairing or making good any damage to the Theatre, or any party thereof arising of or incidental to your use of the Theatre, and for the loss of any equipment included in the Booking.

7) <u>Hazard, Incident and Injury Reporting</u>

a) Not limiting the generality of clause 6, you must report all hazards, incidents and injuries to any person connected to your hire for the duration of the hire period.

b) WorkSafe reportable incident and injuries must be immediately reported to CRCS via the after hours on-call phone number.

c) All written reports including witness statements, photographic evidence etc should be submitted within 24 hours via email to contact@crcs.com.au.

8) <u>End of Hire Period</u>

a) At the end of the Hire Period, you must leave the Theatre in the same state it was in at the commencement of the Hire Period. This includes ensuring that you return all 'non-standard/additional' equipment to the applicable supplier by the cessation of your booking and at your cost.

b) Without limiting the generality of clause 8(a), at the end of the Hire Period you must:

i) leave the Theatre in a clean and tidy state fit for

continued use, including the box office, bio-box, foyer, seats and performance space; and

ii) empty the vacuum and all rubbish into the skip bin at the rear of the Centre; and

iii) return all issued equipment to designated storage areas; and

iv) return all furnishings, equipment and fixtures to their original place; and

v) ensure curtains are left in place and functional; and

vi) switch off all lights, air-conditioning and electrical power; and

vii) ensure the Theatre and the Centre is left fully secured, including ensuring that all doors are locked and the alarm system is armed as required; and

viii) repaint the stage floor black using the CRCS specified paint, if it has been altered or damaged by you.

c) You must make an appointment with Facilities Administration at the end of the Hire Period to complete a bump out checklist. Should you decline to attend bump out, you will accept the bump out findings and associated costs as determined by Facilities Administration.

9) Safety

a) You must comply with all Work Health and Safety legislation, regulations and codes of practice at all times when using the Theatre.

b) You are responsible for ensuring the provision of first aid is available for the duration of the Hire Period.

c) You must provide updated insurances, SOA, Risk Management plans and SWG or SWMS to us upon request.

d) All trip hazards created by leads, equipment, sets, etc. must be identified, labelled and managed. The Hirer is responsible for identifying and labelling all trip hazards as they arise.

e) You are responsible for ensuring that all instructions related to the safety, access and security of the Theatre are followed during the Hire Period.

f) You must adhere to the WHS Requirements set out in the *Theatre Handbook* and these Theatre Hire T&Cs at all times during the Hire Period. If you fail to comply with WHS legislation/regulations and the WHS Requirements set out in the *Theatre Handbook* and these Theatre Hire T&Cs we may immediately cancel your booking and recover from you all costs, expenses, loss or damage we incur as a result of such cancellation.

Safe and Acceptable Behaviours

g) Hirers, and any person associated with your Booking Request and/or Booking, are expected to be kind, respectful, considerate and courteous to all CRCS employees and other Centre hirers and users at all times, including when using Social Media.

h) As a condition of hiring from CRCS, Hirers and any person associated with a Booking including Invitees, will not:

i) swear, shout or make offensive remarks

ii) make verbal or physical threats

iii) attend services/supports when intoxicated with alcohol and/or drugs

iv) smoke or vape

v) damage or steal property

vi) act in a manner that is likely to cause harassment, alarm or distress to others.

i) If you breach these requirements you understand that:

i) police attendance may be requested by CRCS employees

ii) your Booking may be suspended or terminated with CRCS and you will need to seek alternate facilities and hire arrangements elsewhere.

10) Security and Access

a) You will be issued with a security pass and keys during your scheduled bump in appointment with Facilities Administration. Keys and/or Security Passes will not be issued if you have not made and attended an appointment and paid your bond and Hire Charges in full.

b) You must follow all security related procedures and requests from us regarding centre access, key/pass use.

c) You must ensure the security of supplied keys and security passes at all times.

d) You must ensure the security of the Theatre at all times and the Centre when the hire is outside of our business hours.

e) You are responsible for providing access to your group when the Centre is locked after hours and must not, at any time, permit persons into the Centre who is not a member/ participant/invitee of your group. You are solely responsible for any disturbance or damage sustained as a result of letting unknown persons into the Centre.

f) You may share the security pass with other members/ participants of your group at your own discretion, but you will be ultimately responsible for any breach and security costs related to the use of the security pass.

g) You will be charged security call out charges whenever a security alarm is activated and/or when the building is left unsecured.

h) You will be charged for the replacement of lost security passes and keys.

i) We may prohibit the admission of any person(s) to the Centre or the Theatre at any time before or during a Hire Period at our sole discretion and without having to give a reason.

j) If we prohibit the admission of a person(s) in accordance with clause 10(i):

i) you must not admit/readmit any such person to the Theatre of the Centre; and

ii) we may direct any such persons to leave the Theatre or the Centre; and

iii) if any such direction is not complied with:

- we may close the Theatre; and
- you will be deemed to have voluntarily abandoned the Booking; and
- you will not be entitled to a refund of the Hire Charges, or any part thereof; and
- we will not be responsible for any loss or damage incurred by you as a result of the closure.

11) Service Faults

a) We are not responsible for any failure or fault occurring in the mechanical systems, electricity supply, lighting or public address system of the Theatre during the Hire Period.

b) Do not use double-adaptors or overload power points and power-boards or piggy back electrical equipment. Call out fees for electrical faults will be charged to you.

12) Payment

General

a) You agree to pay to us:

i) the Bond and Hire Charges for the Booking as specified in the Application for Hire and *CRCS Facility Hire Rates Schedule* that is in effect at the time of each hire date; and

ii) any charges identified during bump in / bump out processes; and

iii) any other out of pocket expenses that we incur, or any other amounts we may charge to you pursuant to these Theatre Hire T&Cs or otherwise, arising out of us supplying the Theatre for hire, on the terms of the tax invoice provided to you by us.

b) Without exception, we require payment of:
   i) the Bond at the time of confirming the booking or no later than 30 days prior to the booking start date; and
   ii) Hire Charges (per current *CRCS Facility Hire Rates Schedu*le that is in effect at the time of each hire date) in full prior to bump in and prior to us providing access to you for the Theatre and Centre; and
   iii) Additional charges will be invoiced to the Hirer with payment terms stipulated on the invoice. Charges identified during bump-out will be taken from the bond payment with additional charges above the bond amount invoiced to the hirer.

c) Payments may be made by cash/card at the Belconnen Community Centre reception or via Electronic Funds Transfer to the financial institution nominated on our invoice.

Bond Specific Terms

d) Despite anything else in these Theatre Hire T&Cs, we require you to pay a Bond to confirm the Booking. We are not required to confirm that a Booking has been made until you pay us that Bond.

e) The Bond will be returned to the Hirer once we are satisfied, in our sole discretion, that the Hirer:
   i) has complied with its obligations at the end of the Hire Period contained in clauses; and
   ii) has not incurred additional charges relating to the hire.

Additional Charges

f) In addition to the Hire Charges, you agree that you are solely liable for:
   i) any fines and fees imposed as a result of your use of the Theatre; and
   ii) any costs associated with the hire which may include, but is not limited to, technical support to return theatre to standard set-up if not correctly completed, cleaning costs, security call-outs, electrical call-outs and loss/damage of equipment/theatre; and
   iii) where the Theatre has become damaged during the Hire Period beyond fair wear and tear, for any reason whatsoever, the cost of repairing the Theatre and any loss suffered by us as a result of the Theatre not being available for hire.

g) If you do not leave the Theatre clean at the end of the Hire Period we will require you to pay a cleaning charge.

h) If a security call out is required due to your use of the Theatre, including the actions of any of your invitees, during the Hire Period we will require you to pay a security charge.

i) If ACT Fire and Rescue attends due to a false alarm deemed to be the fault of the Hirer during the Hire Period, we will require you to pay the attendance fee.

j) If you lose or damage a security pass and/or keys replacement costs will be charged to you.

k) If you do not repaint the floor in accordance with clause 8(b)(viii), we will require you to a pay for the repainting (including the cost of paint and labour).

Failure to Pay

l) If you fail to pay to us any amounts by the date that such payment falls due, you must pay us interest on the outstanding amount with interest accruing and compounding daily.

m) Interest under clause 12(l) is payable on demand and continues to accrue pursuant to the terms of that clause until all such outstanding amounts (including previously accrued interest) have been paid in full.

n) Continued failure to pay invoices and/or interest on unpaid invoices will result in referral of the debt to a debt collection agency and all associated costs are the responsibility of the Hirer.

13) Insurance

a) Prior to commencement of the Hire Period the Hirer must obtain a public liability insurance policy to the value of $10 million with a reputable insurer for the duration of the Hire Period.

b) You must provide us with a *Certificate of Currency* for the insurance policy:
   i) at the time of submitting your Application for Hire; and
   ii) an updated copy prior to the commencement of the hire period where your *Certificate of Currency* for insurance lapses before the final booking date; and
   iii) within 24 hours of our request to you.

c) We will not be obliged to provide you with access to the Theatre during the Hire Period if you do not comply with above clauses 13(a) and 13(b).

14) General Indemnity

a) You irrevocably indemnify and keep us and our employees indemnified from all costs, expenses, loss, damage (including consequential loss) and liability (including legal or enforcement fees, on a full indemnity basis), claims or demands that we incur or suffer arising out of, or in connection with whether directly or indirectly:
   i) you failing to comply with your obligations under these Theatre Hire T&Cs; or
   ii) any act or omission by you or your agents or invitees; or
   iii) our enforcement of our rights under these Theatre Hire T&Cs, regardless of whether such enforcement action is successful or not.

b) You must pay us all amounts we are entitled to recover from you under clause 14(a) on demand.

c) You release and indemnify us from all costs, expenses, loss, damage and liability whatsoever incurred or suffered by you or your invitees arising out of your use of the Theatre.

15) Liability

a) The liability of CRCS under and in connection with the Theatre Hire T&Cs will not exceed the higher of:
   i) the total amount paid or payable by you under the Theatre Hire T&Cs; or
   ii) $5,000.

16) Assignment

a) You cannot assign or transfer the booking to any other individual or organisation.

17) No Waiver

a) A party does not waive its rights under these Theatre Hire T&Cs unless it gives written notice that it waives that right (and such waiver is limited to the instance referred to in such notice).

b) A right is not impaired or waived under any circumstances whatsoever.

18) Force Majeure

a) We are not liable for any loss or damage you may suffer caused by any failure by us to perform our obligations

resulting from, or caused by, any fact or circumstance outside of our reasonable control, including, but not limited to:

i) you failing to do something you are required to do under these Theatre Hire T&Cs;
ii) strikes or lockouts;
iii) pandemics;
iv) fires, storms, natural disasters or other acts of God; or
v) riots, war or civil commotions.

b) If any event, fact or circumstance occurs, to which clause 18(a) applies, we will use all reasonable endeavours to remove such event, fact or circumstance.

c) Clause 18a) does not, however, require us to settle any litigation, or employment or industrial dispute, whatsoever.

19) Severability

a) If all or any part of any provision of these Theatre Hire T&Cs is invalid or unenforceable, then:
   i) that provision is severed from these Theatre Hire T&Cs to the extent necessary to remove the invalidity or illegality; and
   ii) the remaining provisions of these Theatre Hire T&Cs remain valid and enforceable.

20) Entire Agreement

a) These Theatre Hire T&Cs embodies the entire agreement between the parties in relation to the subject matter of these Theatre Hire T&Cs and supersedes any and all oral and written negotiations and communications by or on behalf of any of them.

21) Jurisdiction

a) To the extent permitted by law, these Theatre Hire T&Cs are governed by the laws of the ACT, and the Parties irrevocably submit to the jurisdiction and courts of the ACT.

22) Notices

a) All notices required or permitted to be given under these Theatre Hire T&Cs must be in writing and given by personal service, prepaid postage or e-mail transmission at the addresses of the parties as stated in communications between us from time to time.

23) GST

a) Amounts recorded in these Theatre Hire T&Cs do not include GST unless expressly stated.

b) If a supply under these Theatre Hire T&Cs is subject to GST but does not include GST the recipient will:
   i) pay the supplier an additional amount equal to the amount of GST on the consideration at the prevailing GST rate; and
   ii) pay the additional amount at the same time and in the same manner as the consideration for the supply to which the additional amount relates.

c) The supplier will:
   i) give the recipient a Tax Invoice for the additional amount when it is paid; and
   ii) promptly refund any overpayment made by the recipient under this clause 23 after the supplier receives the benefit of a credit or refund in connection with the overpayment.

The rest of this column and page has been left intentionally blank.

I have read these Terms and Conditions of Hire and the Theatre Handbook and confirm that I accept them for and on behalf of the Hirer.

Signature _____

Printed Name: _____

Belconnen Community Centre is operated by Capital Region Community Services Ltd