



BURRINJA
where community & culture meet

CONDITIONS OF HIRE/USE BURRINJA CULTURAL CENTRE

DRCCC t/as Burrinja of 351 Glenfern Road, Upwey, VIC 3158 – “The Premises” or “The Centre”

The hired space – “The Venue”

The person/organisation hiring or using the venue – “The Hirer”

1.	TICKETING <ul style="list-style-type: none">a. All events taking place in the Theatre must be ticketed via The Premises’ Box Office unless prior agreement has been made with The Premises’ Management.b. Any external ticketing undertaken without the agreement of The Premises’ Management may result in The Hirer being asked to leave the centre immediately on the day of the ticketed event.c. Any external ticketing undertaken without the agreement of The Premises’ Management will result in a once off charge of \$398 (GST excl).d. The Centre will put events on sale 6 weeks before the show date and not earlier.e. The Centre will only make available for sale the capacity that is permissible. Should the capacity increase additional tickets will be released.f. The Hirer will assume responsibility for the costs involved in any rescheduling of dates arising from any of the unforeseen circumstances listed in clause 18 or any other direction of Government to restrict capacity numbers on the venue. The Hirer will be charged \$3.95 per ticket that needs to be altered.g. All ticketed events will be listed on The Premises’ website.h. The Hirer shall return the required Ticketing Form to venue@burrinja.org.au and marketing@burrinja.org.au at a minimum of six weeks before the event. The Hirer agrees to the ticketing terms and policy as set out in the Ticketing Form. If the Ticketing Form is returned late The Premises makes no assurances to action the ticketing process in a shorter time frame than as set out in the terms and policy.i. The Premises will notify The Hirer weekly of all ticket sales.
2.	PROMOTIONAL MATERIAL <ul style="list-style-type: none">a. It is The Hirer’s responsibility to promote their event(s).b. All publicity material must include The Premises’ correct contact details.c. Any publicity material to be displayed at the premises must be submitted for approval to The Premises’ Marketing Manager. Email marketing@burrinja.org.aud. The Hirer must not undertake illegal flyposting with any marketing material that has any reference to The Premises or its venues.
3.	CAPACITY <ul style="list-style-type: none">a. The Centre is not liable for any loss to the Hirer should a Government directive be issued to limit the capacity of the venue. The Centre will not exceed the recommended capacity as set out by the Government.

	<ul style="list-style-type: none"> b. Capacity cannot exceed maximum capacity limits, for the safety and comfort of patrons and staff. c. The Centre shall make every effort to reschedule the event to the satisfaction of both parties should the event become unviable for either party to fulfil as per Clause 3a.
4.	<p>RESCHEDULING</p> <ul style="list-style-type: none"> a. If as the result of any of the unforeseen circumstances listed in clause 18 or as a result of any other direction of Government the Hirer needs to reschedule their event. The Centre will endeavour to do this on one occasion under the terms of this conditions of hire with no financial penalty for the Hirer other than those listed in Clause 1. b. Should additional rescheduling be required any contract in place will be deemed to be void and The Centre and Hirer will enter into a new contract for any new dates. c. The Centre is under no obligation to reschedule any dates. d. Should the Hirer request to reschedule their event due to a reason not listed in clause 18 and not due to a Government directive then the Hirer will be deemed to have cancelled the booking and will be subject to the cancellation fees set out in Clause 19.
5.	<p>LIMIT OF USE</p> <ul style="list-style-type: none"> a. The Hirer shall only be entitled to use the part or parts of the Centre as agreed in the Booking Form, Memorandum of Understanding or any other instrument. The Venue and Experience Manager reserves the right to hire out any other portion of The Centre for any other purpose at the same time. b. The Hirer shall enter and vacate The Centre punctually at the times agreed. Should the Hirer exceed the agreed times as set out in the hiring schedule the Hirer will be charged the additional time at the hourly rate as set out in the schedule of costs. c. Any external catering must have the approval of the Venue and Experience Manager. d. All alcohol must be supplied and served by Burrinja.
6.	<p>STAFF AND STAFF ACCESS</p> <ul style="list-style-type: none"> a. No venue staff member can work more than a maximum of 10 hours in any one day. b. Depending on the audio/visual production requirements of the Hirer, the Hirer may be required to engage an additional venue technician. c. Venue Technician: is required for the duration of the hire in the Theatre including bump in and rehearsals. The Technician generally commences 45 minutes before arrival at the venue and ends their shift 30 minutes after bump out. If Technicians are required to spend additional time beyond the hours booked preparing for your event you will be charged for this time. d. Venue Technicians must have a 30 minute break at least every 5 hours of continuous work. e. Duty Manager: is required for all after hours and weekend rehearsals (after 4pm weekdays, any times on weekends) and theatre performances regardless of the scheduled time. The Duty Manager must start 1 hour and 15 minutes prior to the performance and ends their shift when your patrons leave or at a minimum 30 minutes after your performance ends. f. Ushers must be included for events in the theatre (1 usher for up to 150 patrons, 2 above 150 patrons) Ushers are required to start 1 hour prior to a performance and generally conclude their shift 15 mins after the performance finishes. <p>The Venue and Experience Manager, and any employee of the Centre whom the Venue and Experience Manager may appoint, shall at all times and notwithstanding any use, be entitled to full access to any and every part of the Centre. Those staff members will hold current Working With Children Checks.</p>

7.	<p>SUB-LETTING</p> <p>a. No portion of The Centre used shall be sub-let or any parts of the venue booking transferred or assigned to a third party.</p>
8.	<p>REFUSAL TO HIRE</p> <p>a. It shall be at the discretion of the Venue and Experience Manager to refuse to hire The Centre in any case and notwithstanding that the Venue and Experience Manager may have agreed to the hiring of The Centre or that these conditions may have been accepted and signed and monies paid, The Centre Management shall have full power, if it sees fit, to cancel such hirings and direct the return of monies paid, and the hirer hereby agrees to accept the same and to be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence of.</p>
9.	<p>SIGNAGE, DECORATIONS, STAGE PROPS, EQUIPMENT</p> <p>a. The hirer must render non-flammable all scenery, cloths, draperies, gauze cloths, floral decorations, properties, hangings, curtains and all fabric decorations used during the Performance.</p> <p>b. Any notices affixed to backstage walls and dressing rooms must be approved by the Venue and Experience Manager and must be removed at the end of the hiring period. Signs must not be adhered to walls, floors or doors using glue, Velcro, sticky, masking or gaffa tape. Bluetac is permitted. The Hirer shall be charged the costs for making good any damage caused by non-compliance.</p> <p>c. Masking Tape is not to be used on the stage. Only electrical tape or gaffa tape is permitted to be used to mark up the stage and this must be approved by the Venue Technician beforehand.</p> <p>d. The Hirer shall not bring nor permit to be brought into the venue any pyrotechnics, firearms or non-flammable liquids unless previously agreed with the Venue and Experience Manager. The Hirer must comply with all relevant Regulations and provide a risk assessment, material data safety sheet and licensed staff to oversee the usage at their own expense.</p> <p>e. The use of glitter is not permitted in the centre under any condition.</p> <p>f. The use of confetti, feathers or streamers or any other items that may cause damage or require additional cleaning of floors, fabrics or curtains are prohibited unless express permission has been given by the Venue and Experience Manager.</p> <p>g. The use of any powders or airborne substances in the Centre must be approved by the Venue and Experience Manager or a Venue Technician first. Substances such as talcum powder, chalk, dust, etc pose risks to both patrons and staff health and venue fire detection systems. Excessive use of these substances for theatrical effect is likely to be denied.</p> <p>h. The Hirer can only provide any additional equipment required for the event only after agreement with the Venue and Experience Manager or Venue Technician. Such equipment must be tested and tagged and in good condition and installed under the supervision of The Centre's Venue Technician. Any equipment not displaying current tag and test sticker will be tag and tested by The Centre's Venue Technician and the hirer will be charged \$5+gst per item. Equipment not Tagged and Tested cannot be used in The Centre.</p> <p>i. All props, costumes and equipment must be removed at the end of the agreed hiring times unless permission has been given by the Venue and Experience Manager or persons acting in their authority for them to remain for an agreed period. The Centre takes no responsibility for items left on its premises without permission beyond the agreed period. If such items are left at The Centre beyond 10 days of the agreed period, the Hirer shall expressly release The Centre from all liability thereon in.</p> <p>j. The Hirer must ensure that they have obtained all the necessary permissions, licenses and rights to use works, music or images or other intellectual property subject to copyright and</p>

	licensing fees including APRA.
10.	<p>DAMAGE</p> <p>a. The floor, walls, doors or any part of The Centre or any curtains, fittings or furniture shall not be broken, pierced by nails, screws or any such matter or in any way damaged. The Hirer shall be charged the cost for making good any damage to an acceptable standard.</p> <p>b. The Hirer will ensure that they supervise their group/students in the theatre cross-over to ensure names/words etc aren't scratched onto the walls. The Duty Manager or Venue Technician will inspect this area after each performance and the Hirer may be liable for a repainting charge of \$500 plus GST.</p> <p>c. If the Hirer fails, neglects or refuses to pay for damages for which they were responsible under the Conditions of Use, The Hirer risks future access to the centre.</p>
11.	<p>OBSTRUCTIONS</p> <p>a. The Hirer shall comply in every respect with the regulations relating to public buildings and overcrowding and obstruction to gangways, passages, corridors, emergency exits or any part of The Centre.</p> <p>b. Under no circumstance can props, furniture, equipment or any other items be placed in the emergency exit corridors.</p> <p>c. Any persons causing an offence against such regulations shall be removed from The Centre and any article causing such an obstruction shall be removed.</p>
12.	<p>EMERGENCY PROCEDURES</p> <p>a. The Hirer shall appoint suitable persons to undertake the safe evacuation of their group from the premises in the event of an emergency and shall ensure that the appointed persons are available for the emergency evacuation briefing at the start of the hire. The Venue and Experience Manager, or person appointed by The Centre, shall undertake an emergency evacuation briefing with the appointed persons at the beginning of the hire.</p> <p>b. The Centre shall not be held responsible for any consequences resulting in the failure of the Hirer and their appointed persons to comply with Emergency Evacuation procedures.</p>
13.	<p>CHILD SAFETY AND WELLBEING</p> <p>a. The Venue has zero tolerance to any form of child abuse or exploitation and is committed to child safety and wellbeing. The Centre complies with the Victorian Child Safe Standards. A child is any person under 18 years old. An adult is any person 18 years and older.</p> <p>b. The Venue sets the following expectations when it comes to child safety:</p> <ul style="list-style-type: none"> ○ Keeping children safe; ○ Taking action when The Venue, The Hirer and/or your staff have concerns about children's safety; ○ Promoting a culture of reporting; ○ Prioritising the safety of children as part of everyday practice at The Venue. <p>c. Backstage is a controlled space when children are part of your event. To ensure the backstage and dressing room areas remain a controlled space the Hirer must not prop open stage door, the loading dock door or the access door from the dressing rooms to the public foyer at any time without supervision by a suitable adult person.</p> <p>d. The Hirer shall appoint suitable adult persons to undertake the supervision of the dressing rooms at all times when in use.</p> <p>e. Once the Hirer arrives they will assume responsibility for access to all back stage areas. The Hirer shall appoint a suitable adult person to supervise the Stage Door and access by children and adults.</p> <p>f. The Hirer must only supply the stage door swipe card pass to a suitable adult person.</p>

	<p>g. The Venue will ensure only venue staff with a current Working With Children Check are permitted into the backstage/dressing room area when children are present. This access will be kept to an absolute minimum.</p> <p>h. Should there be a need for a contractor who does not have a current working with children check to enter the controlled space when children are present they will be escorted at all times by an authorised venue staff member.</p> <p>i. The Centre shall not be responsible or liable in law for any consequences resulting in the failure of the Hirer and their appointed persons to provide adequate supervision of persons in their charge.</p> <p>j. Failure of The Hirer to comply with The Centre’s Child Safety conditions contained in this hire agreement may incur additional charges of up to \$2,500.</p>
14.	<p>RESPECTFUL BEHAVIOUR</p> <p>a. The Centre acknowledges it has a positive duty under Victorian law to eliminate bullying, racial and religious vilification, sexual harassment and victimisation as far as possible.</p> <p>b. The Venue is committed to equity and inclusion for all and respects the diverse needs of our community. We expect our Hirers and their team to recognise the inherent value of each person, regardless of background, lived experience, where they live, what they look like, what they think or what they believe.</p> <p>c. The Venue operates on the basis of principles of dignity, equality and mutual respect, which are shared across cultures, religions and philosophies. The Venue insists our people are treated fairly and respectfully and we expect that Venue staff will treat Hirers and their teams fairly and respectfully as well.</p> <p>d. Failure of the Hirer to adhere to respectful behaviours may risk future access to the centre.</p>
15.	<p>INSURANCE</p> <p>a. The Hirer shall not do or neglect to do or permit to be done or left undone anything which will affect The Centre’s insurance policies relative to fire and public risk in connection with the building and the Hirer agrees to indemnify The Centre and Yarra Ranges Council to the extent that such policies are affected through any such act or commission or omission.</p> <p>b. All Hirers must show evidence of holding a current public liability/professional insurance policy to the value of \$10 million and note on the policy the interest of Burringa Cultural Centre as the operator to The Centre and Yarra Ranges Council as the owner of The Centre.</p>
16.	<p>CLEANLINESS</p> <p>a. The Hirer shall ensure that the parts of The Centre covered under the hiring are left in a responsible state of cleanliness at the end of each day of the booking. Rubbish is to be placed in the bins provided and any furniture returned to its original location. The Hirer can request use of a vacuum, mop and bucket or additional garbage bags if required to ensure that The Centre is left in a tidy state.</p> <p>b. If the Venue and Experience Manager or persons acting in their authority deem that the Centre has not been left in a tidy condition then The Centre will charge a cleaning charge of \$75 plus GST per hour.</p>
17.	<p>LIABILITY</p> <p>a. The Centre shall not be responsible for, or incur any liability in respect of, any loss occasioned to The Hirer through accident of any kind or failure of the electric plant or other facilities or any other case.</p>
18.	<p>UNFORESEEN CIRCUMSTANCES</p> <p>a. In the event that The Centre or part thereof are substantially damaged, or become or are deemed unsafe or inaccessible by reason of extreme weather event, flood, earthquake, war or civil strife, terrorist activity, cyclone, industrial disturbance, strike, fire, power</p>

	<p>outages – scheduled and unscheduled, lockout, epidemic or pandemic, a declared state of emergency or other Act of God or any law, order, decree or regulation of any Government authority or for any reason of a similar or dissimilar nature beyond the control of the parties, it is understood and agreed that this agreement shall terminate and there shall be no claim for damages by either party against the other except claims arising from negligence of the parties, their servants or agents.</p> <p>b. Such situations shall include CFA declared “Extreme” and “Catastrophic” Fire Danger days, or any other high risk fire danger days whereby The Centre’s management declares the venue unsafe.</p> <p>c. The Centre recognises that the COVID19 declared pandemic is no longer an unforeseen circumstance. For the purposes of our conditions of hire it will continue to be an unforeseen circumstance as neither party can predict the Government directives or the occurrence of further outbreaks which would necessitate the termination of a contract under this clause.</p>
<p>19.</p>	<p>CANCELLATION</p> <p>a. If there shall be some supervening occurrence or circumstance not set out in Clause 18 which shall render any Contract incapable of being performed in the manner reasonably contemplated by the parties, then the current Contract can be suspended for as long as such incapacity shall continue or for the duration of the Contract (whichever period shall be shorter).</p> <p>b. At The Centre’s discretion, any event may be prohibited which, in the opinion of The Venue’s management, is objectionable or dangerous, infringes any copyright, prohibited by law, or which would be detrimental to the reputation of The Centre. It will be at the Centre management’s discretion as to whether monies paid in respect of such a hiring shall be returned to the Hirer and the client agrees to accept same and to be held to have consented to such cancellation and to have no claim at law or in equity for loss or damage in consequence thereof.</p> <p>c. In the event of failure by The Hirer to fulfil the obligations on its part the Hirer shall remain liable to The Centre for all payments due to or by the Hirer. The Centre will use its best endeavours to minimise its loss and may make reasonable adjustments in respect of the particular circumstances. Should a cost to The Centre be incurred as a result of the failure of The Hirer to fulfil the obligations The Hirer will be liable for these costs.</p> <p>d. In the event of a cancellation by The Hirer for any reason the following notice shall be given to the Venue and Experience Manager:</p> <p>For Lyre Room, Arts Workshop, Meeting Room, Gallery and Studio bookings:</p> <ul style="list-style-type: none"> ○ Full payment will be charged if cancellation is received less than seven (7) days prior to the hire date. ○ 25% payment will be charged if cancellation is received 7-30 days prior to the hire date. <p>For Theatre bookings:</p> <ul style="list-style-type: none"> ○ Full payment will be charged if cancellation is received less than sixty (60) days prior to the hire date. ○ 25% payment will be charged if cancellation is received over 60 days prior to the hire date. <p>e. The Centre management shall determine the case for refunding monies when cancellation is due to extreme weather events, industrial disputes or events beyond the control of The Hirer.</p>