



Kew High School Theatre Terms and Conditions

I _____ have read and agree to all of
the Terms and Conditions specified in the booklets provided.

Hirer Signature

Date

Jaida Galgano - Theatre Manager

Date

1. DEFINITIONS

Whenever the word *Principal* appears in the *conditions of hire* it should be understood that this includes any other person acting in the authority of the Principal. The expression *Council* is also referring to the School Council of the Kew High School.

2. CHILD SAFE STATEMENT AND CODE OF CONDUCT (See page 6-8)

All staff, contractors, volunteers and any other member of the school community involved in child-related work are required to comply with the Code of Conduct by observing expectations for appropriate behaviour attached in the appendix. The Code of Conduct applies in all school situations, including school camps and in the use of digital technology and social media.

3. HIRER

Whenever the word, *Hirer*, appears in the *conditions of hire* it should be understood that the person responsible signing the school council contract accepts all of the binding conditions of hiring.

4. ATTENDANTS

The condition of hire charges **does not** include staff attendants. Hirers must provide their own ushers and technical assistants. If the hirer does not have access to a lighting or sound technician, recommended technicians are listed in the information booklet.

5. RESERVATION DEPOSIT

A security bond fee of \$500.00 must be paid with **14 days** upon receipt of your deposit invoice to secure the arranged date. Within due course, you will receive an Application to hire invoice with the total hire charge and you will again be given **14 days** of receipt to pay the full amount. **The deposit will automatically be forfeited if any bookings are cancelled.**

6. SECURITY BOND

A security bond fee of \$500.00 is included in the final hire charge to protect our organisation against damage of the building, fixtures and fittings, furniture, equipment, grounds, gardens and excessive cleaning.

To ensure the return of bond make-up must be removed from benches in the dressing rooms, tape removed off the stage floor and swept if there are small particles left behind and litter must be picked up throughout the auditorium, toilets, kiosk, dressing rooms, wings and foyer.

All rubbish must also be placed in the provided bins and, at the end of the night these bags must be tied up and placed on the eastern veranda to be disposed of by the caretaker. Cyclorama wall must be left clean.

If damage occurs, the Hirer may be liable, on demand by the Principal, to pay any further amount in excess of the bond, to meet the full costs of the damage. If the *conditions of hire* in this booklet are not abided by, **the bond will be forfeited** and will therefore become the property of the Kew High School Council as liquidated charges. If there is no breach of the hiring conditions, solely judged by the principal, the bond will be returned in full.

7. REHEARSALS

The term *rehearsal* entails the use of the theatre facilities by all or part of the cast for the preparation of the stage, scenery or lighting. Once set up is complete and rehearsals have wrapped up, all unwanted materials must be removed from the building to allow use of the projector and/or stage area for school use.

8. SURCHARGE FOR LATE FINISHES OR EARLY STARTS

Start and finish times written on the *Application to Hire Form* must be **strictly adhered to**. A surcharge for any part of the first hour (and subsequent hours) will be charged for use and occupation of the theatre beyond the hours booked and confirmed with the Theatre Manager. The surcharge rate in this instance will be established accordingly to each particular circumstance. If hirers require an earlier start then 10.00 am then there will also be a surcharge of the hourly rate.

9. KIOSK

The kiosk is available for use by the Hirer. Regulations under the Health Act must be adhered to. School council will not take responsibility of patron's ill health due to unhygienic circumstances. Hirers must supply their own cups/glasses, cleaning equipment and tea towels. All rubbish must be placed in the plastic bags provided. **No Drinks Or Food Are To Be Taken Or Consumed In The Auditorium.** Failing to abide by these guidelines will incur the **loss of your bond.**

10. CLEANING (Also refer to clause 7)

Please provide attendants at the entrance doors to the auditorium to ensure food and drinks are not taken into the Theatre. Hirers must check for litter ensure no scraps are left behind. All rubbish must be placed in the plastic bags/bins provided and, at the end of the night these bags must be tied up and placed on the eastern veranda to be disposed of by the caretaker.

The following cleaning tools can be provided if required:

- brooms and a brush and shovel
- a mop and bucket and
- a vacuum cleaner can be used upon request

11. STAGE CONDITIONS

- Stage lighting will be checked to ensure that all lamps are operating prior to the arrival of each Hirer. Burnt-out lamps will be replaced upon presentation of the lamps to the caretaker and any replacements considered as excessive will be charged for.
- The stage floor is not to be painted over.
- No scenery, fittings or decorations of any kind supplied by the Hirer shall be constructed, painted or manufactured on school grounds or on the stage and in the theatre.
- No stage property, electrical installation appliance, decorating materials or articles of any kind are to be brought into the school grounds without the consent of the Principal. These, together with any other appliances or fittings, are to be removed from the theatre at the conclusion of the period booked.
- The use of confetti, glitter, streamers, powder or similar articles of decoration is prohibited unless permission has been requested and provided by the Principal.
- No naked flame of any kind shall be used, or caused to be used in the theatre, passageways, stairway or stage area. Any electrical equipment brought into the theatre must have an approved current electrical tag.

12. HIRE OF MICROPHONES

Hire of the microphones is limited to the Renaissance Theatre and are not to be taken out of the theatre at any time.

Any equipment provided in your hire that is lost or damaged will be charged at the full cost of its repair and/or replacement price. This charge will be deducted from your bond, however if the cost is in excess of your bond you will be invoiced for the damage or repair. You will be held accountable for all damages and loss of equipment during your hire period.

All equipment must be treated with care. The correct tape must be used and all tape residues must be cleaned off at the end of your hire. A cleaning cost may be charged depending what state the equipment is left in.

13. ADVERTISING AND NOTICES

Notices placed in the interior of the Theatre (including back-stage) **must not be adhered to painted surfaces** with any tape, pins, staples etc. and are not to be driven into woodwork or theatre curtains. Pin boards can be provided to display any advertising items.

14. CAR PARKING

You are responsible for supervising patrons parking in the school car park. This must be monitored by one of your crew.

There is to be **NO PARKING** in areas that clearly state **NO STANDING ZONE** which is along the theatre side of the driveway.

There is to be **NO PARKING** on gutters, nature strips or anywhere that doesn't consist of a parking bay.

Parking is also **not available** to any theatre patrons during **school hours**.

Failing to abide by these guidelines will incur a **loss of your bond**.

15. PROGRAM

Prior to the engagement of a lecture, meeting, entertainment etc. the subject of the program must be submitted with the application to hire form to be approved by the Principal.

16. LIMIT OF HIRING

The Hirer is **only entitled to use the theatre** and its facilities within the school grounds. No other rooms and facilities are available for use and you must vacate punctually at the time agreed upon by the theatre manager and hirer. *The School Council reserves the right to use all or portions of the theatre for school purposes during the day at the same time of scheduled bookings.*

17. FREE ACCESS

The Theatre Manager and any other staff member whom the Principal or School Council appoint are, at all times, entitled to free access to any and every part of the Theatre. The stage area in front of the front red curtain must remain clear of props and all stage decorations during school hours for school use, eg. school assemblies.

18. SUB-LETTING

The Hirer shall not sublet any facilities in the theatre.

19. REFUSAL TO LET

Upon the discretion of the School Council, refusal of leasing agreements for the theatre, in any case, can be withdrawn even though conditions have been accepted, signed and a deposit has been placed. The School Council has full power if it sees fit to cancel an agreement and return the deposit paid for by the hirer and thereby it is understood that the hirer is fully consenting to such cancellation agreements, if necessary, when accepting the leasing contracts. Therefore no claims or in equity for any loss or damage in consequence can be claimed.

20. DAMAGE

The floors, walls, or any other part of the building, including curtains, fixtures and fitting or furniture, are not to be painted upon, broken, pierced by nails, screws or damaged in any other way. Notices, signs, advertisements, scenery fittings or decorations of any kind are not to be erected in the building by affixing them to the walls, doors, or any other portion of the building, curtains, fixtures and fitting, furniture, mechanical, electrical and other equipment, without the previous consent of the Principal. The Hirer will pay additional insurance premiums or other costs thereby if this occurs.

21. THEFT

Neither School Council nor its staff will be liable for any loss or damage sustained by the hirer, or any person, firm, corporation entrusted to or supply any such article being stolen, damaged or lost and the hirer agrees to indemnify School Council against any such actions.

22. INSURANCE

The Hirer must take out public liability insurance. The hirer must supply a certificate of currency for that public liability insurance with the application to hire form.

23. PUBLIC RISK INSURANCE

School Councils are acting on behalf of the Department of Education and Early Childhood Development and will not undertake Public Risk Insurance on behalf of outside groups. Hirers must secure their own Public Risk Insurance. **A copy of our policy will be provided with all the other documentation and must be signed and returned to the Theatre Manager.**

24. PERFORMANCE RIGHTS

The Hirer must not perform any dramatic or musical work in infringement of the copyrights or performing rights of its owners. Copyright is infringed not only by the person or persons who put on the unauthorised performance, but also by the persons or place who permits the public performance and where the performance constitutes as an infringement of the copyright. Therefore all hirers are required to produce proof of copyright upon request of application.

25. HEALTH ACTS

The Hirer must comply, in every respect, with Regulations under the Health Act with regards to public buildings for the prevention of overcrowding and obstruction of gangways, aisles, passages, corridors or any other parts of the building. Any person causing an offence against such regulations shall be removed from the building. Technicians must insure that the aisle lights are switched on during all performances.

26. LIQUOR

If intoxicating liquor is being sold at your event, a liquor licence must be obtained and shown to the Theatre Manager before the scheduled event. During the performance the licence should be on visible display in the kiosk.

27. SMOKING

SMOKING IS NOT PERMITTED UNDER ANY CIRCUMSTANCES in the auditorium, passageway, stairway, stage areas, dressing rooms or foyer. Smoking is also not prohibited anywhere on **SCHOOL GROUNDS** including the entrance and car park. Failing to abide by these guidelines will incur a **loss of your bond.**

28. FIRE PRECAUTIONS/OBSTRUCTIONS

Smoking is prohibited in the auditorium at **all times**, including rehearsals. After setting up and rehearsals are completed, all unwanted materials (paint, timber, hardware etc) must be removed from the theatre. All fire-fighting appliances and areas marked 'KEEP CLEAR' must be left unobstructed during your use of the theatre. Failure to comply with these conditions may mean cancellation of hiring. No naked flame of any kind is to be used in the theatre (Refer to clause 12 of Hiring Conditions). Gangways, aisles, passages, corridors or any other part of the building must not be obstructed. The front aisle also must not be obstructed by equipment or members of the crew, and only the fixed seating, as provided in the auditorium, are to be used.

29. GOOD ORDER

During the period of usage, the Hirer is responsible for the maintenance and good order of the facilities and surrounding areas.

30. DISORDERLY BEHAVIOUR

Threats or actual verbal or physical violence are not permitted at any time. No spitting, unseemly dress, obscene or insulting language and disorderly behaviour including running around the theatre or jumping from one level to the other and damage to the property will not be permitted in any part of the building. The School Council reserves the right, through the Principal, Theatre Management Committee or officer appointed by the School Council, to refuse admission to any person.

31. GAMBLING

No game of chance at which either directly or indirectly money is passed as a prize shall take place in any portion of the building.

32. ANIMALS

No animals are allowed to be in the building or its precincts at any time.

33. POLICE ATTENDANCE

The Hirer is required, when directed so by the School Council, to arrange for police presence.

34. BREACHES

Any person or persons committing a breach of any one or more of these conditions may be expelled from the building and their payment for admission will be disregarded.

35. OPERATION OF STAGE LIGHTING & SOUND FACILITIES

Stage lighting facilities may be operated or adjusted only by a qualified technician. **The lighting and sound desks are not be moved from the control room.** We can provide you with telephone numbers of two competent lighting technicians (Refer to the Information Booklet). At the conclusion of the event, you are required to return all lights back to our standard lighting rig as found in the information booklet. If this requirement is not met, part (or all) of the **security bond will be forfeited.** **Under No Circumstances are the lighting rigs above the audience seating to be moved or tampered with.**

Qualified technicians can add extra lighting and sound equipment in addition to the current equipment provided however all external equipment must pass health and safety regulations and must be currently tested and tagged.

36. AUXILIARY LIGHTING

The Theatre does have facilities for connection to an emergency generator in the event of a power outage or restrictions being imposed by statutory bodies. The Hirer will only be permitted to operate temporary supplies on condition that the Hirer engages a licence electrician approved by the Theatre Management Committee. The Hirer will be solely responsible for the installation and operation of the generator and any damage caused to school property. Consideration will be given to the hirer in this event and a rebate or the allocation of alternative hiring dates, will possibly be offered if the hirer does not wish to use emergency measures.

37. DISPUTES

In the event of any dispute or difference arising as to the interpretation of these conditions, or matters contained therein, the decision of the Principal thereon shall be final and conclusive.

38. NAME

The name of the Theatre is the 'Kew High School Theatre' and this form or name shall be used in all advertising.

39. BUMPING OUT

All props and any equipment owned by the hirer must be removed from the Theatre premises at the time of bumping out. If this does not happen, then the Theatre Committee has the right to charge the clients a storage fee at the same rate as a rehearsal cost.

40. ROLL-OVER DAY

If hirers would like sets or lights left untouched and their rehearsals or performances are not scheduled consecutively, a charge of \$250 will apply per day.



Statement of Commitment to Child Safety

Kew High School is committed to the safety and wellbeing of all children and young people. This will be the primary focus of our care and decision-making. Kew High School has zero tolerance for child abuse.

Kew High School is committed to providing a child safe environment where children and young people are safe and feel safe, and their voices are heard about decisions that affect their lives. Particular attention will be paid to the cultural safety of Aboriginal children and children from culturally and/or linguistically diverse backgrounds, as well as the safety of children with a disability.

Every person involved in Kew High School has a responsibility to understand the important and specific role he/she plays individually and collectively to ensure that the wellbeing and safety of all children and young people is at the forefront of all they do and every decision they make.

In its planning, decision-making and operations Kew High School will:

1. Take a preventative, proactive and participatory approach to child safety;
2. Value and empower children to participate in decisions which affect their lives;
3. Foster a culture of openness that supports all persons to safely disclose risks of harm to children;
4. Respect diversity in cultures and child rearing practices while keeping child safety paramount;
5. Provide written guidance on appropriate conduct and behaviour towards children;
6. Engage only the most suitable people to work with children and have high quality staff and volunteer supervision and professional development;
7. Ensure children know who to talk with if they are worried or are feeling unsafe, and that they are comfortable and encouraged to raise such issues.



Child Safety Code of Conduct

Kew High School is committed to the safety and wellbeing of children and young people. Our school community recognises the importance of, and a responsibility for, ensuring our school is a safe, supportive and enriching environment which respects and fosters the dignity and self-esteem of children and young people, and enables them to thrive in their learning and development.

This Code of Conduct aims to protect children and reduce any opportunities for child abuse or harm to occur. It also assists in understanding how to avoid or better manage risky behaviours and situations. It is intended to complement child protection legislation, Department policy, school policies and procedures and professional standards, codes or ethics as these apply to staff and other personnel.

The Principal and school leaders of Kew High School will support implementation and monitoring of the Code of Conduct, and will plan, implement and monitor arrangements to provide inclusive, safe and orderly schools and other learning environments. The Principal and school leaders of Kew High School will also provide information and support to enable the Code of Conduct to operate effectively.

All staff, contractors, volunteers and any other member of the school community involved in child-related work are required to comply with the Code of Conduct by observing expectations for appropriate behaviour below. The Code of Conduct applies in all school situations, including school camps and in the use of digital technology and social media.

Acceptable behaviours

As staff, volunteers, contractors, and any other member of the school community involved in child-related work individually, we are responsible for supporting and promoting the safety of children by:

- upholding the school's statement of commitment to child safety at all times and adhering to the school's child safe action plan.
- treating students and families in the school community with respect both within the school environment and outside the school environment as part of normal social and community activities.
- listening and responding to the views and concerns of students, particularly if they are telling you that they or another child has been abused or that they are worried about their safety/the safety of another child.
- promoting the cultural safety, participation and empowerment of Aboriginal and Torres Strait Islander students.
- promoting the cultural safety, participation and empowerment of students with culturally and/or linguistically diverse backgrounds.
- promoting the safety, participation and empowerment of students with a disability
- reporting any allegations of child abuse or other child safety concerns to a member of the school's Wellbeing team.
- understanding and complying with all reporting or disclosure obligations (including mandatory reporting) as they relate to protecting children from harm or abuse.
- if child abuse is suspected, ensuring as quickly as possible that the student(s) are safe and protected from harm.

Unacceptable behaviours

As staff, volunteers, contractors, and any other member of the school community involved in child-related work we must not:

- ignore or disregard any concerns, suspicions or disclosures of child abuse.
- develop a relationship with any student that could be seen as favouritism or amount to 'grooming' behaviour (for example, offering gifts).
- exhibit behaviours or engage in activities with students which may be interpreted as abusive and not justified by the educational, therapeutic, or service delivery context.
- ignore behaviours by other adults towards students when they appear to be overly familiar or inappropriate
- discuss content of an intimate nature or use sexual innuendo with students, except where it occurs relevantly in the context of parental guidance, delivering the education curriculum or a therapeutic setting.
- treat a child unfavourably because of their disability, age, gender, race, culture, vulnerability, sexuality or ethnicity.
- communicate directly with a student through personal or private contact channels (including by social media, email, instant messaging, texting etc) except where that communication is reasonable in all the circumstances, related to school work or extra-curricular activities or where there is a safety concern or other urgent matter
- photograph or video a child in a school environment except in accordance with school policy or where required for duty of care purposes
- in the school environment or at other school events where students are present, consume alcohol contrary to school policy or take illicit drugs under any circumstances.