

THE ALAN ROSS CENTRE HIRING AGREEMENT



Billanook College

BETWEEN

BILLANOOK COLLEGE of 197-199 Cardigan Road, Mooroolbark, Victoria

(BC)

AND

THE PARTY SET OUT IN ITEM 1 OF THE SCHEDULE

(Licensee)

OPERATIVE PROVISIONS

1 **DEFINITIONS:** In this Agreement, unless the context requires otherwise:

Agreement means this Hiring Agreement;

Box Office means the ticket office at the Premises;

Bump in means when lighting, staging, rehearsal or non-performance aspects of the production of the Performance are moved onto the Premises by the Licensee.

Bump out means when all aspects of the production of the Performance from the Premises are removed and the Premises restored to the condition the Premises were in before bump in, to the satisfaction of BC.

Casual Hourly Rate means the amount set out in the Hirer document or as determined by BC from time to time;

Commencement Date means the date set out in the hirer document;

Deposit means the amount set out in the hirer document;

GST has the meaning in the GST Act;

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

Loss or Claim means, in relation to any person, damage, loss, cost, expense or liability incurred by the person (including legal costs on an indemnity basis) or a claim, demand, action, proceeding or judgment made against the person, however arising and whether present or future, fixed or unascertained, actual or contingent;

Performance means the production to be conducted by the Licensee at the Premises, the details, number and dates of which are set out in Item 8 of the Schedule;

Premises means the Alan Ross Centre situated at Billanook College, 197-199 Cardigan Road, Mooroolbark, Victoria;

Rent means the amount set out in the hirer document;

Season means the period of time between Bump in and Bump out unless otherwise specified by BC.

Service Charges means any further expenses incurred by BC on behalf of the Licensee, including but not limited to use of electricity, gas, heating, overtime charges for Staff, all costs of additional staff required (as set out in clauses 10.2 and 10.3), additional personnel hired, additional equipment hired, scenes or props hired, piano tuning, catering and refreshments, ticket printing, advanced ticket sales, credit card costs, merchandise commission, damages and repairs to Billanook College property (if any), excess cleaning and excess use of water (as determined by BC);

Staff means the persons to be supplied to the Licensee by BC as set out in the hirer document; and

Term means the period from the Commencement Date to the end of the Season or as otherwise extended by agreement between the parties, unless terminated earlier under clause 15.

2 **INTERPRETATION** In this Agreement, unless the context requires otherwise:

2.1 (**Successors**) All references to a party includes the party's successors and permitted assigns;

2.2 (**Parties**) A covenant on the part of two or more parties, binds them severally and jointly;

2.3 (**Plural**) The singular includes the plural;

2.4 (**Gender**) A reference to any gender, includes all genders;

2.5 (**Discretion**) Unless specified otherwise, any and all decisions made by BC under this Agreement are to be made at BC's absolute, sole and unfettered discretion.

2.6 (**Authority**) Any notice, prohibition, decision, discretion, opinion or taking of control to be given, taken, done or made by BC may be given, taken, done or made by the Centre Operations Officer of BC or his deputy or nominee.

3 **TERM OF AGREEMENT** This Agreement is made on the Commencement Date and is in force for the Term and thereafter until all of the parties' rights and obligations under it are exhausted.

The Alan Ross Centre

Billanook College

197-199 Cardigan Road

Mooroolbark VIC 3138

Tel: (03) 9724 1199 Fax: (03) 9725 8556





- 4 **GRANT** in consideration of the payments set out in the hirer document BC grants to the Licensee a non-exclusive licence to occupy the Premises for the purpose of the Performance, in accordance with this Agreement.
- 5 **PAYMENTS** The Licensee must pay the following to BC:
- 5.1 **(Deposit)** The Deposit on the Commencement Date;
 - 5.2 **(Initial Rent)** The Rent no later than the Initial Rent Due Date;
 - 5.3 **(Ongoing Rent)** The Rent on each Monday of the Season, except the Monday in the final week of the Season;
 - 5.4 **(Casual Hours)** The Casual Hourly Rate for every hour in excess of the number of hours set out in the hirer document of the Schedule for which the Licensee requires use of the Premises within 7 days of receiving notice from BC; and
 - 5.5 **(Service Charges)** The Service Charges within 7 days of receiving notice of a Service Charge from BC.
- 6 **OPERATION OF DEPOSIT**
- 6.1 **(Deposit)** The Deposit is to be held by BC as security for the due performance and observance by the Licensee of the covenants and obligations in this Agreement.
 - 6.2 **(Forfeiture of Deposit)** The Deposit will be forfeited if:
 - (a) the Licensee cancels, interrupts, postpones or changes the Performances;
 - (b) the Licensee breaches this Agreement;
 - (c) the Licensee terminates this Agreement for any reason; or
 - (d) BC terminates this Agreement in accordance with clause 15.
 - 6.3 **(Failure to Pay Deposit)** BC may terminate this Agreement immediately if no Deposit is paid by the Licensee and the Licensee indemnifies BC from any Loss or Claim suffered by BC as a result of the termination.
 - 6.4 **(Refund)** Subject to clause 6.2, at the end of the Term the Deposit is to be returned to the Licensee less any:
 - (a) amount due or payable by the Licensee to BC under this Agreement or on any account;
 - (b) cost of repairs pursuant to clause 14.1; and
 - (c) cost of rectifying any breach by the Licensee of this Agreement.If the above amounts to be deducted from the Deposit exceed the Deposit, BC is to issue an invoice for the difference between the deductions and the Deposit, to be paid by the Licensee within 7 days of receipt of the invoice.
- 7 **INSURANCE**
- 7.1 **(Policy)** The Licensee must have and maintain public liability insurance for the benefit of both the Licensee and BC to the minimum amount of \$10,000,000 for any one event for the Term with a reputable insurer. The Licensee must provide a Certificate of Currency of the insurance to BC.
 - 7.2 **(Indemnity)** Without limiting the foregoing, any excess or increased premium required to be paid by BC to its insurer arising from or in connection with the Performance or the Licensee's use of the Premises (**Excess**) is the responsibility of, and must be paid by, the Licensee. The Licensee indemnifies BC and its related entities' officers, employees, contractors and agents from and against all or any Loss or Claim which BC may suffer in connection with any Excess.
- 8 **USE OF PREMISES**
- 8.1 **(Use)** For the Term, the Licensee may use such parts of the Premises as may be reasonably necessary for the Performance, including the stage, dressing rooms and auditorium together with all exits and entrances, except for any part of the Premises used or occupied by BC or a tenant of BC.
 - 8.2 **(Non-exclusivity)** Use of the Premises by the Licensee is not exclusive. This Agreement does not in any way create a tenancy or any other estate or interest in or over the Premises.
 - 8.3 **(Use by Billanook College)** Without limiting the foregoing, BC and its employees, contractors, agents and nominees may at all times enter the Premises and use the stage to hang cloths, build, fit up, conduct rehearsals





for and advertise (on the "Front of House" display) upcoming attractions or productions at the Premises, provided such use does not unduly interfere with a Performance or rehearsal for a Performance.

- 8.4 (**Hours of Use**) Normal hours of operations are 7am – 11pm. Sundays & Public holidays are 9.00am – 10:30pm.
- 8.5 (**Late Shows**) No Performance may conclude later than 10.30pm without the prior written consent of BC.
- 8.6 (**Sound**) Sound level exposure must not exceed 85dB over an 8 hour period. Internal peak sound pressure levels on the Premises must not exceed 140dB (lin) or 110dB (RMS) at any time.
- 8.7 (**Interference**) The use of the Premises by the Licensee must not in any way (including through excessive sound levels) interfere with neighbouring properties to the Premises or the operation of BC School or grounds.
- 8.8 (**Refreshment Rights**) During the Term, BC has the exclusive right to sell refreshments, food, beverages and other catering products, services and goods at the Premises. BC retains the benefits and proceeds of any contracts for refreshment rights.
- 8.9 (**Hawking**) The Licensee must not hawk, sell, dispose of or supply anything whatsoever on the Premises without the prior written consent of BC.
- 8.10 (**Change of Performance**) The Licensee must immediately notify BC of any proposed cancellation, interruption or postponement of a Performance (including its expected duration) and of any proposed change to the quality, nature, duration or occurrence of a Performance. The Licensee indemnifies BC for any Loss or Claim suffered by BC arising from the Performances being cancelled, interrupted, postponed or changed.
- 8.11 (**Display of Material**) The Licensee must not (without BC's consent in writing) display any material, decorate or hang posters within the Premises.

9 BOX OFFICE AND TICKETS

- 9.1 (**Bank Account**) All amounts received by BC from the sale of admission tickets to each Performance are to be banked in a bank account in the name of BC (the **Account**).
- 9.2 (**Payment of Ticket Sales**) A sum equivalent to the net proceeds of the tickets sold for a Performance is to be deducted from the Account and paid to the Licensee 7 days after that Performance is given.
- 9.3 (**Effect of Default**) The Licensee acknowledges that BC has a lien over the moneys contained in the Account. Notwithstanding clause 9.2, if the Licensee fails to pay any amount owed to BC in accordance with this Agreement, BC may, in addition to any other remedy it may have under this Agreement or at law, take possession and control of the moneys in the Account.
- 9.4 (**Conditions of Box Office**) The Licensee must comply with the existing procedures and protocol of BC relating to the Box Office.
- 9.5 (**Unsold Tickets**) The Licensee must arrange for the collection of all unsold tickets and for those tickets to be delivered to the Box Office no later than 3 1/2 hours before the start of each Performance. BC may dispose of or destroy any unsold tickets that have not been collected by the Licensee 72 hours after the expiration of the Term.
- 9.6 (**Booking Fee**) BC may charge a booking fee (the amount to be determined by BC) to be retained by BC on each ticket sold from the Box Office or by its employees.
- 9.7 (**Approval of Tickets**) All tickets for the Performances must be approved in writing by BC before being sold to a third party. The holders of any tickets issued without the approval of BC, will not be permitted to enter the Premises for a Performance.
- 9.8 (**Complimentary Tickets**) The Licensee must give 6 complimentary tickets (corresponding to seats numbered E15 to E20) for each Performance to BC for use by BC or its nominees. If the complimentary tickets are not claimed one hour before the advertised starting time of a Performance, BC may sell these tickets and retain the proceeds of the sale.
- 9.9 (**Deposit**) The Licensee must not advertise, market or sell tickets for any Performance until the Deposit has been paid by the Licensee to BC and this Agreement has been signed.

10 STAFF

- 10.1 (**Staff**) BC is to provide the services of the Staff for the times set out in the hirer document of the Schedule. The Licensee is to pay to BC all staff and crew costs, wages, and penalties at the rates of pay determined by BC, unless otherwise specified in item 9. Notwithstanding, the Licensee is to pay penalty rates for all staff (including





the Staff) employed at the Premises in connection with the Performance on public holidays or Sundays.

- 10.2 (**Staff Levels**) The Licensee is to pay to BC all charges for any additional staff or equipment BC determines is required for a Performance. BC decision as to appropriate staff and staff levels will be final.
- 10.3 (**Additional Staff**) The Licensee is to pay to BC the wages, penalty rates and overtime of any staff members in addition to the Staff that the Licensee requires for a Performance at the rates determined by BC.
- 10.4 (**Conduct of Staff**) The Licensee must ensure all its employees who provide services at the Premises conduct themselves in a professional, orderly and proper manner. BC may request that the Licensee (and the Licensee must comply with such a request) remove any employee from the Premises who is found (by BC in its reasonable discretion) to be guilty of any misconduct or conduct which is likely to offend or annoy any of the patrons of the Premises or may have an adverse impact on the reputation of BC and the Premises.
- 10.5 (**Limitation of Liability**) BC is not liable for any claim made by an employee or contractor of the Licensee and the Licensee indemnifies BC against any Loss or Claim suffered by BC arising from such claims.

11 PUBLICITY

- 11.1 (**Advertising**) The Licensee must not, without the prior written consent of BC, display publicity or advertising of any kind in or upon any part of the Premises.
- 11.2 (**Deposit**) The Licensee must not issue any advertisement or publicity which makes any reference to the Premises, unless the Deposit has been paid.

12 COMPLIANCE WITH LAW

- 12.1 (**Conduct of Performance**) The Licensee must conduct the Performances in a proper, professional, safe and orderly manner and not in a manner that poses a risk to health or safety. If the hirer engages the use of volunteers, then it is the hirer's responsibility to ensure they comply with all relevant legislation. Including, but not limited to Workcover and Working with Children cards where relevant.
- 12.2 (**Permits**) The Licensee warrants that it holds all necessary permits required to conduct the Performance.
- 12.3 (**Compliance with Law**) The Licensee must comply with the permits referred to in clause 12.2 and all relevant laws, including laws relating to intellectual property, safety and the employment of its staff. The Licensee warrants that it has not knowingly infringed any copyright in the conduct of the Performance.
- 12.4 (**Indemnity**) The Licensee indemnifies and keeps indemnified BC for any Loss or Claim suffered by BC arising from a breach of this clause 12 by the Licensee.

13 EQUIPMENT

- 13.1 (**Equipment**) BC is to make available for use by the Licensee during the Term and for the Performance, theatrical equipment, machinery and effects (**Equipment**) owned by BC which is located at the Premises at the start of the Season, provided the Equipment is not required by BC at the time. The Licensee is responsible for ensuring the equipment is kept in the same condition the Equipment was in at the start of the Season. The Equipment remains the property of BC at all times.
- 13.2 (**Keys**) The keys to the Premises are to be kept in the custody of BC at all times. The Licensee is not entitled to possession of the keys. BC must use its best endeavours to ensure that adequate arrangements are in place for the Licensee to have access to the Premises at all reasonable times during the Term.
- 13.3 (**Smoke**) No smoke producing devices are to be used without the approval of the venue manager. Before switching on any such device, notification must be made to the venue manager so the smoke detectors can be isolated. Any breach of these conditions, will result in the Licensee paying the costs of all Fire Services call out fees.

14 ADDITIONS AND DAMAGE TO PREMISES

- 14.1 (**Make Good**) During the Term, the Licensee is responsible for and must make good and repair any damage to the Premises and equipment installed at the Premises caused by the negligence or default of the Licensee or caused by leakage, escape or use of water, gas or chemicals in connection with the Performance. If any damage is not repaired or made good as soon as possible after the damage has occurred, BC may repair the





damage and the Licensee must pay to BC on demand any money reasonably incurred by BC in making the repairs. If repairs are not paid by the Licensee, BC may deduct the cost of the repairs from the Deposit.

- 14.2 (**Nominated Repairer**) All repairs to the Premises including those set out in clause 14.1 and electrical fittings, are to be carried out only by persons nominated by BC, but BC is not in any way responsible or liable for the quality, effectiveness or suitability of such repairs. Any work affecting the electric plant or electric fittings of the Premises must be done only under the supervision of a person nominated by BC.
- 14.3 (**Additions to Theatre**): No alteration or additions to the Premises or equipment installed at the Premises may be made by the Licensee without the prior written consent of BC. If consent is given, the Licensee is responsible for ensuring such alterations and additions are suitable and safe for their intended purpose and the Licensee acknowledges and agrees that it has made its own enquiries as to the quality, capacity, qualifications and suitability of the additions or alterations and indemnifies BC against any Loss or Claim arising from them.
- 14.4 (**Fixtures**) The Licensee must replace all broken or damaged fittings or fixtures and replace broken or damaged light with those of equal wattage, except for fittings which were broken or damaged at the Commencement Date and in respect of which notice of the damage was given by the Licensee to BC on that date.
- 14.5 (**Consumables**) The Licensee must reimburse BC for all consumables used by the Licensee, including lighting, lamps, gel, gaffer tape, electrical tape, ropes, sash cord and rigging equipment.
- 14.7 (**Restoring Premises**) At the end of the Term the Licensee must dismantle the production, restore the stage (including the lighting) to its original position. Any studios and change rooms within the Premises used during the Season must also be cleared and left in a tidy and orderly manner. All material brought onto the Premises by the Licensee must be removed. Extra time required by BC staff to return the theatre to its original position will be paid for by the Licensee.

15 TERMINATION

- 15.1 (**Breach**) If either party commits a breach of any term of this Agreement (**Defaulting Party**) and such breach does not arise out of the wilful act, neglect or default of the other party, the party not in default may give the Defaulting Party notice in writing terminating this Agreement. Upon the serving of this notice, the Agreement terminates 7 days from the notice without prejudice to the right of a party to sue for the breach or any antecedent breach.
- 15.2 (**Other Rights of Termination**) BC may terminate this Agreement immediately if:
- (a) the Licensee commits any negligent act or omission in relation to the Performance or use of the Premises;
 - (b) it determines the Performance is unsafe, objectionable, dangerous or contrary to any law.
 - (c) the Licensee does not pay any amount due and payable by the Licensee to BC within 7 days after written request by BC for the payment has been made;
 - (d) there is a likelihood that material damage may be caused to the Premises or any part of the Premises;
 - (e) the Licensee cancels, interrupts, postpones or changes the Performances;
 - (f) information provided by the Licensee to BC (including any representation or warranty of the Licensee) is or has become materially incorrect, inaccurate, incomplete or misleading.
 - (g) the Licensee is a company and the Licensee or a related body corporate of the Licensee has an application for winding up presented against it or an order is made or a resolution passed for its winding up, or an administrator, receiver, receiver and manager or controller is appointed to it or any of its assets or it fails to pay a judgment debt within 14 days of the date on which judgment is entered or fails to satisfy or obtain a court order setting aside a statutory demand within 21 days after the demand is served.
 - (h) the Licensee is an individual and commits an act of bankruptcy or signs an authority under section 188 of the *Bankruptcy Act 1966* (Cth) or enters into a composition or arrangement with its creditors.
- 15.3 (**Consequence of Termination**) If BC terminates this Agreement under clause 15.1 or 15.2, the Licensee:
- (a) forfeits the Deposit and all amounts paid to BC;
 - (b) must restore and vacate the Premises in accordance with clause 14.7;
 - (c) must immediately pay any amounts required to be paid by the Licensee under this Agreement which had not yet been paid; and
 - (d) indemnifies BC for any Loss or Claim suffered by BC in connection with the termination.





16 INDEMNITY AND LIMITATION OF LIABILITY

- 16.1 (**Suitability of Premises**): BC is not liable in any way for any Loss or Claim arising directly or indirectly from the use of the Premises, Equipment, the Staff (and additional staff in accordance with clauses 10.2 and 10.3), any services provided by BC, a breach of this Agreement or the negligent act or omission of any person or any other matter in connection with this Agreement, including the suitability, capacity, adequacy, operation or performance of the Premises, Staff (and additional staff in accordance with clauses 10.2 and 10.3), Equipment and any services provided by BC, and including the failure or non-supply of gas, electricity, light or power to the Premises. Without limiting the foregoing, any liability of BC to the Licensee is limited to a refund of any monies paid by the Licensee under this Agreement.
- 16.2 (**Risk**) The Licensee uses the Premises, Staff (and additional staff in accordance with clauses 10.2 and 10.3), any services provided by BC and the Equipment at its sole risk and assumes full responsibility in connection with any Loss or Claim arising from its use, misuse, maintenance, or failure to any person including the Licensee, the public or other third parties, whether for personal injury or death, property damage or howsoever otherwise.
- 16.3 (**Indemnity**) The Licensee indemnifies and keeps indemnified BC and its related entities' officers, employees, contractors and agents from and against all or any Loss or Claim whatever and howsoever arising under or in connection with this Agreement or its subject matter including the use of the Premises, the Equipment, Staff (and additional staff in accordance with clauses 10.2 and 10.3), and any services provided by BC, a breach of this Agreement, or the negligent act or omission of any person or any other matter in connection with this Agreement and including a breach of this Agreement by the Licensee or any act (negligent or otherwise) of the Licensee. Without limiting the foregoing, this indemnity includes an indemnity for any Loss or Claim made by any person, including the general public, the Licensee, the general public or other third parties.
- 16.4 (**Warranties**) All warranties of BC, whether express or implied, are excluded to the fullest extent possible. BC makes no warranty as to the suitability, use, application or otherwise of the Premises and the Equipment.
- 16.5 (**Survival**) This clause 16 continues in full force and effect after termination of this Agreement.
- 16.6 (**Interpretation**) References in this clause 16 to the Licensee includes the Licensee's officers, agents, employees, contractors, performers, invitees, licensees and guests.

17 DESTRUCTION OF PREMISES

- 17.1 (**Suspension of Rent**) If the Premises or any part of the Premises is destroyed or so damaged by fire or accident as to render it unfit for the continued use of the Licensee, the Rent will be suspended and cease to be payable until either the Premises are fit for use by the Licensee or the end of the Term (whichever occurs earlier).
- 17.2 (**Force Majeure**) BC is not liable to the Licensee (nor must the Licensee make any claim) for any Loss or Claim incurred by the Licensee arising from the Premises or any part of the Premises becoming unable to be used by the Licensee by reason of an order by any government or other responsible authority, destruction by fire or other damage, strikes, lockouts, stoppages, restraint of labour, natural disaster, storm, tempest, act of war, act of god, riot, civil commotion or similar cause.

18 GST

- 18.1 (**Terms**) Expressions set out in italics in this clause 18 have the meaning in the GST Act.
- 18.2 (**Consideration**) To the extent that a party makes a *taxable supply* under or in connection with this Agreement, except where that Taxable Supply is expressly stated to be GST inclusive, the *consideration* payable by a party under or in connection with this Agreement represents the *value* of the *taxable supply* for which payment is to be made and on which GST is to be calculated.
- 18.3 (**Payment of GST**) If a party makes a *taxable supply* under or in connection with this Agreement for a *consideration*, which, under clause 18.2 represents its *value*, then the party liable to pay for the *taxable supply* must also pay at the same time and in the same manner as the *value* is otherwise payable, the amount of any GST payable in respect of the *taxable supply*.
- 18.4 (**Invoice**) Upon receipt of the *consideration* and GST payable, a valid *tax invoice* will be delivered to the party which paid that sum within 7 days of payment.





19 GENERAL

- 19.1 (**Jurisdiction**) This Agreement is governed by the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria and any courts having jurisdiction to hear appeals from those courts.
- 19.2 (**Assignment**): The Licensee must not, without the prior written consent of BC, assign the rights under this Agreement to any other person. This Agreement may be assigned by BC without the consent of the Licensee.
- 19.3 (**Waiver**) Waiver of any right under this Agreement must be in writing signed by the party entitled to its benefit and is effective only to the extent set out within the waiver itself.
- 19.4 (**Entire Understanding**) Unless otherwise specified, this Agreement contains the entire understanding between the parties regarding the subject matter. All previous representations, warranties, explanations and commitments, expressed or implied, affecting the subject matter are superseded by this document and have no effect.
- 19.5 (**Credit**) The Licensee must not incur credit in the name of BC and agrees to respect and observe all existing arrangements for cash on delivery suppliers, where applicable.
- 19.6 (**Severability**) Any clause of this Agreement which is invalid or unenforceable and is capable of being severed is deemed to be severed.
- 19.7 (**Confidentiality**) Each party agrees that it will not disclose any confidential information of the other party without the other party's prior written consent, including the terms of this Agreement and any information about the business operations or strategy of the other party.
- 19.8 (**Application**) The Licensee accepts that this Agreement governs live non-recorded Performances only and that additional conditions may apply for recorded Performances. These conditions are available from BC.
- 19.9 (**Working with Children**) All persons having direct contact with children MUST have a valid WWC card. This must be produced upon request.
- 19.10 (**Personal Property**) You enter and use the car park and surrounding grounds at BC at your own risk. BC are not liable for you or any person with you for:
- Injury to you or anybody else;
 - Damage to, destruction of, theft of or unauthorised delivery up of your vehicle or any other vehicle whether authorised or not; or damage to, destruction of, theft of or delivery up of any property (Including anything in or on your vehicle or any other vehicle); however caused, and you release and indemnify us from any claim, which you might otherwise have against us.

20 BUSHFIRE

- 20.1 (**Code Red**) Due to BC's location, recent events and safety requirements, the new Victorian Bushfire Management in relation to school closures will take effect and be implemented as required. It is intended that, wherever possible, hirers will be provided with up to 24 hours notice of a planned BC closure. If unexpected weather patterns are experienced, however, less than 1-day's notice may be provided.
- 20.2 Every endeavor will be made to reschedule your performance(s) as soon as possible following the re opening of BC. If this is however unachievable, BC will return all monies received from Licensee, including the deposit.

21 SMOKING

- 21.1 In line with State and Commonwealth legislation, **BC is a smoke free environment**. This not only includes inside buildings, but the entire campus. BC has erected a no smoking sign outside the foyer as a visual reminder. The Licensee will need to ensure that all staff & patrons are aware of this and enforce as required. Failure of this practice may effect future bookings and a \$200 fee will be charged for our maintenance department to remove the litter (cigarette butts) prior to school resuming the next day.



THE ALAN ROSS CENTRE HIRING AGREEMENT



Billanook College

Schedule

Item 1

Licensee COMPANY NAME: _____
CONTACT NAME: _____
ACN/ABN: _____
ADDRESS: _____

Item 2

Deposit \$ _____

Item 3

Casual Hour Every hour or part of thereof in excess of _____ hours (inclusive of GST)

Item 4

Casual Hourly Rate \$ _____

Item 5

Rent \$ _____ (inclusive of GST)

Item 6

Initial Rent Due Date _____

Item 7

Commencement Date _____ being the date the Deposit was paid / this Agreement was signed by all parties (*strike out inapplicable)

Item 8

Performance PERFORMANCE: _____
NUMBER OF PERFORMANCES: _____ per season / week / day
(*strike out inapplicable)
DATES OF PERFORMANCES: _____
Sundays and public holidays excluded / not excluded
(*strike out inapplicable)

Item 9

Staff

- one Front of House Manager for _____ hours per _____;
- _____ ushers for _____ hours per _____;
- one cleaner for _____ hours per _____;
- _____ theatre technician/s for _____ per season / week / day.
(*strike out inapplicable)

Item 10

Term The period commencing from the Commencement Date to _____.



THE ALAN ROSS CENTRE HIRING AGREEMENT



Billanook College

EXECUTED as an Agreement.

SIGNED for and on behalf of **BILLANOOK COLLEGE** by

.....
Centre Operations Officer

.....
Director / Secretary

.....
Print Name

.....
Print Name

SIGNED for and on behalf of **THE LICENSEE** by

.....
Director

.....
Director / Secretary

.....
Print Name

.....
Print Name

OR

SIGNED by **THE LICENSEE** in the presence of:

.....
Witness

.....
Name of witness (print)

