

Hiring Contract for



the besen centre

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Contract for hire of Venue

1. Terms and conditions of hiring the Venue

This contract for hire ("**Contract**") sets out the terms and conditions on which a hiring party ("**Hirer**" or "**Hiring Party**" or "**you**") may hire the Besen Centre.

Hiring of the Besen Centre includes all areas and equipment set out in Annexure A (the "**Venue**").

The Application for Hire (detailed below) forms part of this Contract and by signing the Application for Hire, the Hirer agrees to all the terms and conditions contained in this Contract.

2. Management of the Venue

The Venue is managed by Theatre Management Services Pty Ltd ACN 089 134 054 ("**TMS**"). The Hirer agrees to comply with all reasonable requests of TMS in relation to the hiring of the Venue.

3. Booking

3.1 Hiring Request Form

The Schedule contains a request form ("**Hiring Request Form**") which has 4 parts. Potential Hirer's must fill out all information on the Hiring Request Form and must return the form to TMS.

3.2 Application for Hire

The Application for Hire summarises the Hirer's booking details and sets out the estimated hiring fee associated with the booking and is "**Part D**" of this contract..

No booking to hire the Venue shall be effective until both copies of this Contract including the Application for Hire being duly signed by the Hirer and returned to TMS, together with a deposit equal to 50% of the estimated hiring fee detailed in the Application for Hire ("**Deposit**").

3.3 Rejection of or Removal of a Booking Request

TMS reserves the right to reject an Application for Hire.

All completed Applications for Hire and Deposits must be provided to TMS eight months prior to the first hiring date as listed on the Application for Hire, unless otherwise agreed by TMS in writing.

Should you fail to provide your completed Application for Hire and Deposit to TMS by the eight-month cut off date, your requested hiring dates will be declared

open and TMS reserves the right, without notice, to allow your proposed hiring dates to be used by other hirers.

3.4 Cancellation of a Booking

If the Hirer cancels a completed booking, the following cancellation fees shall apply:

1. if cancellation occurs on or before the date which is five months prior to the first hiring date, a fee equal to 50% of the Deposit shall apply; or
2. if cancellation occurs within five months of the first hiring date, a fee equal to 100% of the Deposit shall apply.

TMS, at its discretion, may apply any Deposit held in relation to the Hirer's booking in satisfaction of the cancellation fee detailed in this clause 3.4.

3.5 Hiring Period

The Hiring Period shall be the period:

1. commencing on the earlier of:
 - a the date specified in the Application for Hire; and
 - b. the arrival time of the Hirer at the Venue (where the Hirer requires access and use of the Venue at that time); and
2. ending on the date when the Venue is returned to the condition it was at the commencement¹ of the Hiring Period (including the reinstatement of standard rig(s)² and equipment stored³ away in its proper place).

Any time used in excess of the period specified by the Hirer in the Application for Hire shall attract an additional charge at the hourly rate specified on the Application for Hire. Any modifications to the standard rig(s) and the time taken to perform such tasks shall be achieved during the Hiring Period and any additional costs associated with such tasks will be applied to the Hirer's account.

Hiring Periods may be adjusted up to 30 days prior to the first hiring date should the requested time alterations be available. Within the period of 30 days prior to the commencement of the Hiring Period, no reduction in the booked time shall be permitted and the hiring charge shall be the used time or the booked time, whichever is the greater.

3.6 Damage

Damage to the Venue including, without limitation, to the building, building finishes, furniture, equipment and or its environs occurring during the Hiring Period shall be charged to the Hirer. Any damage will be repaired immediately before the next day's hiring, or as soon as possible. If a security bond ([see clause 11.2]) has been provided then the bond may be used to cover all or part

¹ Shall mean the arrival time of the client and or their representative(s)

² Standard Rig(s) shall mean the lighting, sound, musical equipment, wardrobe restored to their original conditions and placement as when the hiring commenced

³ All equipment that has been removed from storage shall be reinstated to the store(s) in a safe and tidy condition

of the cost of such damage. Should no bond be provided then the cost of the damage will be included in the Hirer's final invoice.

3.7 House Seats

TMS reserves for its exclusive use, ten (10) house seats as indicated on the seating plan set out in Figure 2 of Annexure A. The Hirer may apply to TMS in writing for the release of the house seats for the Hirer's use. Should TMS agree to such release it will inform the Hirer of the conditions of release in writing. Such release may attract an additional charge of up to 50% of the face value of the ticket.

3.8 Indemnity

The Hirer indemnifies and agrees to keep indemnified the TMS and its employees, officers, directors, agents, contractors or other representatives and successors and assigns of TMS (collectively the "**Indemnified**") against any and all injury, loss, liability, damages, claims, actions and expenses (including legal expenses) brought against, suffered or incurred by the Indemnified in connection with this Contract or with the hiring of the Venue by the Hirer (regardless of whether such claims are brought against the Indemnified or any one of them by a third party or otherwise).

3.9 Accidents and Injuries

To the maximum extent permitted by law, TMS disclaims and bears no responsibility for any injury, loss or damage suffered or incurred by the Hirer, any employee, officer, director, agent, contractor or other representative of the Hirer or any guest, invitee or other attendee of the Hirer whilst in the Venue, adjacent grounds or car park and the Hirer hereby releases and indemnifies TMS from any and all costs or claims in relation to any such injury, loss or damage. If any accident or injury occurs at the Venue, the Hirer must immediately report such accident or injury to the personnel of TMS for attention and logging.

3.10 Insurance

The Hirer shall at all times maintain all necessary workcover, workers' compensation and employers' liability insurance with a substantial and reputable insurer covering the employees, agents and contractors of the Hirer.

The Hirer shall keep current during the Hiring Period, insurance policies that are reasonably necessary or appropriate, including, without limitation, public liability insurance for an amount of no less than ten million dollars (\$10,000,000) and such other policies which TMS may from time to time nominate and notify to the Hirer.

Upon request, but no later than ten days before the commencement of the Hiring Period, the Hirer shall provide TMS with a copy or copies of such policy or policies of insurance as detailed above.

The Hirer must not permit to be done anything at the Venue which could or may vary or render any insurance policy maintained by the Hirer or TMS in respect of

the Venue void or voidable or otherwise vitiated and must pay upon demand any increased premium payable by TMS in respect of each policy maintained by TMS (or the premium for any replacement policy taken out by TMS) as a result of the Hirer's activities or proposed activities in or about the Venue.

4. Extras:

4.1 Control Room

No person may operate a control room⁴ or the equipment therein without prior written approval from TMS.

4.2 Flying System and Rigging

Unless prior written approval by TMS has been granted, only TMS staff shall be allowed to operate the flying system.

Should permission to operate the flying system be granted, the operator must first read the 'Risks and Hazards Assessment flying system' (attached as Annexure B), receive a hands on induction by TMS staff and sign a 'Proof of induction and training flying system' (attached as Annexure C). The granting of such permission is limited to operation only and does not extend to rigging, set up or weighting.

The use of temporary rigging is permitted only with the prior written approval of TMS. All rigging shall conform to the recognised Australian Standard for its purpose.

4.3 Animals

No animals are permitted in the Venue except for:

- Guide dogs; and
- Animals involved in a stage performance as approved by TMS.

4.4 Pyrotechnic

No pyrotechnic effect shall be permitted within the Venue or the grounds of the Venue without:

1. A pre-performance demonstration to satisfy TMS of the scale of effect;
2. A suitably qualified person supplied by the Hirer being in attendance to operate the effect; and
3. A member of the local fire authority being on site whenever the effect is used. Any costs associated with the fire authority member shall be borne by the Hirer.

The Hirer acknowledges that clauses 3.7 and 3.8 apply to any pyrotechnics used in the Venue, regardless of whether the Hirer fully complies with this clause 4.4.

⁴ Any areas that are used as technical areas of control for items such as sound, lighting, video, etc

4.5 Combustible Materials

No flammable or otherwise hazardous materials may be used in the Venue. Such items include but are not limited to cleaning agents, glues, oil based paints, etc.

4.6 Scenery Placement

If, in the opinion of TMS, the construction of and/or placement of scenery, props, costumes, etc. is likely to present a hazard, the Hirer will be instructed to either rebuild, reposition or remove such set pieces.

4.7 Firearms

Firearms may only be used if the following conditions are met:

- The weapon shall be legally owned and a valid and current permit shall be rendered to TMS as proof of the same.
- The weapon shall be incapable of discharging live ammunition.
- The Hirer agrees to place the firearm and its blank ammunition into the Venue's safe or alternately the Hirer will supply an approved weapons cabinet or safe that can be affixed to the building structure by padlock and chain.
- The firearm may only be removed from the Venue's or Hirer's safe 15 minutes prior to its use on stage and shall remain the responsibility of the responsible adult being a member of the Hirer's production team.
- A log of blank ammunition used and when the weapon was discharged is to be maintained.
- A daily audit of ammunition is to be conducted by the Hirer and proof supplied to the Venue for such usage.
- Immediately after each usage the weapon is to be returned to its storage location.
- The weapon is never to be directly pointed at a person or animal.

The Hirer acknowledges that clauses 3.7 and 3.8 apply to any firearms in the Venue, regardless of whether the Hirer fully complies with this clause 4.7.

4.8 Areas and their usage

When the Venue is open to the public only those areas allotted as dressing room space may be used for changing purposes.

All foyer areas are public access areas and the function of these areas as thoroughfares and or exits must not be impeded.

4.9 Items for use requiring prior approval

The following items will require the prior written approval of TMS before being brought into the Venue:

- Hay, straw, and other like bailed material;
- Glitter that is to be thrown and not used as part of the set dressing, make up or costume fabric;
- Flour bombs or bombs containing other like substances;
- Balloons used in a balloon drop or filled with helium;
- Stroboscopic effects (If approved a time limit of 15 seconds shall apply);
- Smoke machines;
- Water pistols;
- Masking tape; and
- Dry ice effects.

Failure to obtain such approval may result in the item not being allowed in the Venue or attracting an additional charge. Additional cleaning required by the use of any of the above (whether approved or not) shall incur an additional charge, which shall be payable by the Hirer.

5. Equipment

5.1 Hirer's Equipment

No scenery, fittings, props, decorations, costumes, etc including hired equipment, shall be stored in the Venue either before or after the Hiring Period without the prior written approval of TMS.

Equipment belonging to or under the control of the Hirer may be left on stage between hiring blocks and/or days only with the prior written approval of TMS.

TMS reserves the right to prohibit any equipment supplied by the Hirer for use within the Venue if, in the opinion of TMS, such equipment may cause damage to the Venue or harm to any person .

Any electrical equipment bought into the Venue by the Hirer whether belonging to the Hirer or hired by the Hirer shall have proof attached by way of a tag that the equipment has been tested in accordance with the current regulations. TMS reserves the right to either instruct the Hirer to remove a piece of equipment that is untagged or alternately at the Hirer's account, have the equipment tested and tagged by an approved technician.

TMS accepts no responsibility for equipment supplied by the Hirer or its agents and/or its condition or suitability for integration with the Venue's in-house equipment.

5.2 Scenery and Props

Construction is not permitted within the Venue except construction of scenery that is of a prefabricated nature and requires assembling on site. No fixing by mechanical means to the building fabric is permitted.

Movable scenery on stage shall be transported in a manner that does not damage the stage floor; methods of movement may include, but are not limited to rubber tyred or neoprene castors, etc. Movable trucks of any significant height shall be suitably ballasted to ensure that the truck and or its cargo cannot topple or fall.

5.3 Painting

No painting is permitted in the Venue except for that which would be classified as "touching up" in best trade terms. All paint used shall be water based or of a scenic paint type. Paints that when dry can be readily ignited and or release noxious fumes, such as oil-based paints, must not be used.

5.4 Venue Equipment

TMS will take reasonable steps to ensure that the equipment outlined in Annexure A of this document is in working and operable condition prior to the performance. However, TMS accepts no responsibility for the failure of any equipment during a performance.

5.5 Additional and or Hired Equipment

Should additional equipment be required and where the Hirer requests such equipment to be hired by the Venue for the Hirer, a statement of costs and a letter of authorisation to proceed will be supplied to the Hirer. No hiring of equipment will occur without the Hirer's consent. The Hirer acknowledges that by giving consent it will pay all costs incurred by TMS for the hiring of said equipment. TMS does not warrant in any way the equipment hired but will use reputable hiring companies in an attempt to ensure that the hired equipment is fit for its purpose and in good working condition.

5.6 Consumable Stock

Any consumable stock of the Venue such as but not limited to light globes (for stage use), Gafa and electrical tape, colour, audio tapes, mini and CD disks, radio microphone batteries, etc if used by the Hirer during the Hiring Period shall be charged to the Hirer's account.

These items fluctuate in price over short periods of time and are NOT included in the scale of rates set out in Annexure D ("**Scale of Rates**"). However the Venue holds a current price list for this form of stock that can be reviewed at the time of the hiring.

5.7 The Thrust Stage

The movable section of stage that forms either rows AA, BB and CC or the orchestra pit is for the purpose of this Contract in the Thrust Stage position. Should you require this movable section in either the stalls for rows AA, BB and CC or the orchestra pit position then a fee applies as outlined in the Scale of Rates.

6. General:

6.1 Performing Rights

The Hirer shall not produce or perform any dramatic or musical work in infringement of the copyright or performing right of the owner of such right. The Hirer indemnifies and agrees to keep indemnified TMS against any claims for breach of copyright or performing right and any costs incurred by TMS in connection with any such claim.

6.2 Free Access to the Building

Any person nominated by TMS shall be entitled to free access to any part of the Venue at any time for the purposes of inspection and or maintenance.

6.3 Security and Statutory Authorities

Should a Hirer or its employees, officers, directors, agents, contractors or other representatives by their actions cause a call out of an organisation either public or private (including, without limitation, the fire department, police or other emergency services and/or security companies) that may involve any cost to TMS, TMS reserves the right to charge the Hirer for all such costs.

6.4 Venue Condition

The Venue is to be left in a clean and tidy condition with all rig(s) returned to their original condition and the Hirer's equipment removed at the conclusion of the Hiring Period. Any additional cleaning required within the Venue or the grounds shall be at the Hirer's cost. Any removal of equipment left within the Venue after the Hiring Period shall be at the Hirer's cost.

6.5 Cleaning Between Shows on the Same Day

Should the same Hirer require the Venue to be cleaned between rehearsals and/or performances on the same day the cost of this cleaning shall be deemed additional and will be charged to the Hirer's account.

6.6 Smoking

Smoking is prohibited in all parts of the Venue, except as part of the performance by an actor.

6.7 Vehicular Egress and Parking

Entrance and exit shall be by Station Street only. Parking within the grounds shall be in designated parking areas. A charge for car / bus parking applies as set out in the Scale of Rates, however each Hirer shall be issued 50 (fifty) parking tokens for artists and staff. Charges do not apply to non-performance times. Should the Hirer request that cars and buses are not charged as they exit the property then a flat car park service fee shall be applied to the Hirer's account as prescribed in the Scale of Rates.

6.8 Force Majeure

A circumstance beyond the reasonable control of TMS including, without limitation, an act of God, terrorism, civil commotion, war, blockade, riot, fire, flood, earthquake, explosion, failure of any gas, electricity or water to the Venue, or any form of government intervention that prevents fulfilment of obligations under this Contract shall be deemed an event of Force Majeure.

The obligations of TMS (including provision of the Venue during a scheduled Hiring Period) are suspended during the time and to the extent that TMS is prevented from or delayed in complying with its obligations by an event of Force Majeure.

If an event of Force Majeure occurs with the consequence that part or all of a Hiring Period is affected and the scheduled event is cancelled or cannot proceed, TMS will not accept liability for any losses incurred by the Hirer through such cancellations. These losses may include but are not limited to advertising, ticket refunds or credits, freight, transport, etc.

6.9 Intervals

Any performance that is of a duration exceeding more than 120 minutes should as best practice include an interval. TMS may insist on the inclusion of an interval if in its opinion the performance is of a length to cause discomfort to the audience.

6.10 OH&S Policies and Procedures

Prior to the commencement of the Hiring Period, the Hirer must have in place, adequate and reasonably appropriate OH&S policies and procedures and must ensure that all of its employees, officers, directors, agents, contractors or other representatives who enter the Venue comply with such policies. The Hirer must provide a copy of such policies and procedures to TMS, upon request.

7. Catering:

7.1 Food & Beverage at performances

TMS reserves the right to sell or to allow a third party to sell snack food and beverages, including alcohol, at all hiring's. Should the Hirer request that such service be suspended, TMS shall, at its discretion, charge the Hirer's account to cover lost revenue in accordance with the Scale of Rates .

7.2 Catering

Personal food bought into the Venue by individuals for their own consumption is permitted, however any other catering within the Venue is to be provided by TMS and its catering department and/or caterers hired by the Hirer from an approved listing supplied by TMS.

The Venue can supply to the Hirer quotes for certain catering needs. The Hirer should fill out the catering needs sheet contained in the Hiring Request Form if it wishes to receive such quotes.

7.3 Liquor

The Venue is a licensed premises and no person or organisation shall bring on to or cause to be bought on to the premises alcohol of any kind. Should alcohol be found on the premises it will be confiscated and disposed of by TMS without any compensation payable to the Hirer or any other person.

Consumption of alcohol is limited to the inside of the premises and the main external concourse only. Persons attempting to remove alcohol beyond these confines will be asked to return back to a licensed area.

All persons employed by TMS whether or not serving behind the bar holds a valid "Responsible Serving of Alcohol" qualification and will, should the need arise, refuse to serve or have the service suspended from any person(s) that appear inebriated or whom are of a quarrelsome disposition.

8. Marketing:

8.1 Ticketing

It is the responsibility of the hirer to ensure that tickets are printed from row 'A' to row 'ZZ' row's 'AA', 'BB' & 'CC' may only be printed and used with prior agreement between the venue management and the hirer.

- The venue reserves the right to refuse admission to a ticketed patron.
- All children over the age of two must have a ticket and be allocated a seat.

8.2 Promotional and advertising material

Copies of all promotional or advertising material relating to a hiring or an event to be held at the Venue shall be provided to TMS for approval prior to being used in any way.

All promotional or advertising material relating to a hiring or an event to be held at the Venue shall include the full name of TMS and the full name of the Venue in the following manner:

For TMS

The font style for TMS name is Swiss721 Lt BT

Theatre Management Services Pty Ltd ACN 089 134 054

For the Venue

The font style for the Venue name is Swiss721 BT

the besen centre

The addresses of TMS and the Venue are listed in Annexure E.

The use of the Besen Centre logo is strictly limited and any use of the logo requires the prior written approval of TMS.

8.3 Merchandising

Any merchandising material, which may include but is not limited to, items such as posters, T shirts, swap cards, etc to be sold within the Venue and or its grounds shall require the prior written approval of TMS. The sale or issue of such material will not be permitted if it is of a nature unacceptable to TMS and/or of a nature that is likely to offend public sensitivity and/or is political in nature. TMS reserves the right to charge up to but not exceeding 15% of the gross sale of merchandising sold as a fee for the use of the centre as a retail space. Hirers will be charged the full 15% if no prior arrangement has been made with TMS. Failure to provide proof of the turnover for percentage calculation will attract a flat rate charge of \$1,000.00.

Merchandising shall not include programs for the performance being staged by the Hirer.

8.4 Promotional Video Productions and/or Recordings

Should you require your event videoed you may either elect to use one of TMS's preferred video production companies where you as the Hirer shall enter into an agreement with that company or you may use your own production company. Should you elect to use your own production company it will need to apply to TMS for a separate contract that will allow it access to the Venue for the purpose of video recording. The contract that a production company enters into with TMS shall outline the video company's legal obligations whilst on the premises and these obligations may incur the video production company additional costs that it may elect to pass onto you as its client.

9. Staffing:

9.1 Wardens

The Hirer shall nominate two responsible adult persons from its organisation to act as Emergency Evacuation Wardens for the Hiring Period. All relevant information regarding the duties of the wardens shall be given to the wardens upon arrival at the Venue (a copy of the instructions is attached as Annexure B). The names of the wardens are to be included on the Hiring Request Form where indicated. Failure by the Hirer to comply with this clause shall cause TMS to employ and engage such staff as may be required for these purposes and all associated costs will be charged to the Hirer's account.

9.2 Ushers

The Venue does not supply ushers for performances unless requested. If a Hirer wishes TMS to provide ushers it must note this in Part A of the Hiring Request Form. If you request TMS to provide ushers, your account will be charged at the prescribed rate as shown in the Scale of Rates.

9.3 Additional Technicians

If TMS considers that additional technicians (over and above the one technician allotted to you in the rental fee) are required to ensure your hiring runs smoothly, you will be advised. Should additional technicians be engaged by TMS, the associated costs will be charged to your account at the prescribed rate as shown in Scale of Rates.

Should you elect not to employ additional technician(s) you should be aware that the quality of the performance piece to be presented might be jeopardised.

9.4 Meal Breaks

Staff supplied by TMS shall receive a minimum of 30 minutes break every five continuous hours of work for the same Hirer.

10. Mandatory Requirements:

We require the following information from your organisation. This information will confirm your hiring and allow us to place the correct number of staff at strategic areas and organise resources for your hiring.

10.1 Completing the Hiring Request Form

The first step in making your booking is to complete and return the Hiring Request Form attached in the Schedule to TMS.

10.2 Additional Staff

If you are aware that you need extra staff for your hiring you should list this information in the Hiring Request Form. If you later realise that you need extra staff for your hiring you must inform TMS at least 30 days prior to the commencement of the Hiring Period to ensure the correct staff can be rostered.

TMS automatically engages certain key personnel for your hiring that you are not charged for when certain audience and or performer numbers exceed a certain level. Therefore it is important that you complete all of the details in the Hiring Request Form⁵ as this will allow TMS to ensure your hiring runs smoothly.

10.3 Completing the 'Application for Hire' and your booking

You are required to return two duly executed copies of this Contract including the Application for Hire to TMS at 87 Station Street, BURWOOD, Victoria, 3125 along with your Deposit.

11. *Payments and Permit Restrictions*

11.1 Deposit

A Deposit of 50% of the estimated hire charge as set out in the Application for Hire is required to confirm a booking. The Deposit must be returned with two signed copies of the Application for Hire. The Application for Hire shows the estimated cost for your booked times, the Deposit and your additional hourly rate, if applicable.

The financial details on the Application for Hire are only an estimate and are exclusive of Goods and Services Tax.

11.2 Security Bond

At TMS's discretion, a security bond of 50% of the hire charge may be required. The bond is refundable if all conditions notified by TMS to the Hirer have been met.

11.3 Invoicing

Within [14] days after the Hiring Period, an invoice for the remaining amount of the hiring charge and any additional charges incurred by the Hirer in accordance with this Contract will be collated and sent to the Hirer. Payment of the invoice is expected within 14 days of the date of the invoice. All invoices will include Goods and Services Tax as applicable to each component of the hiring and additional services provided.

11.4 Cheques

All payments should be made by cheque and payable to Theatre Management Services Pty Ltd ABN 45 089 138 054.

11.5 Permit Restrictions

All performances and rehearsals must conclude by 11PM and no performance or rehearsal can begin prior to 8AM on any day.

12 General

12.1 Entire agreement

This document and the Application for Hire constitute the entire agreement between the parties in relation to its subject matter. All prior discussions, undertakings, agreements, representations, warranties and indemnities in relation to that subject matter are replaced by this document and have no further effect.

12.2 Paramountcy of document

If this Contract conflicts with any other document, agreement or arrangement, this Contract prevails to the extent of the inconsistency.

12.3 No merger

The provisions of this Contract will not merge on completion of any transaction contemplated in this Contract and, to the extent any provision has not been fulfilled, will remain in force.

12.4 Amendment

This Contract may not be amended or varied unless the amendment or variation is in writing signed by all parties.

12.5 Assignment

The Hirer may not assign, transfer or otherwise deal with this Contract or any right under this Contract without the prior written approval of TMS.

12.6 Severability

Part or all of any provision of this Contract that is illegal or unenforceable will be severed from this document and will not affect the continued operation of the remaining provisions of this Contract.

12.7 Waiver

Waiver of any power or right under this Contract:

- (a) must be in writing signed by the party entitled to the benefit of that power or right; and
- (b) is effective only to the extent set out in that written waiver.

12.9 Rights, remedies additional

Any rights and remedies that a person may have under this Contract are in addition to and do not replace or limit any other rights or remedies that the person may have.

12.10 Governing law and jurisdiction

This Contract will be governed by and construed in accordance with the laws in force in the State of Victoria and each party submits to the non-exclusive jurisdiction of the courts of that State.

Annexure A - Venue and Equipment

Overview

The Besen Centre is ideally located to service the eastern suburbs at Station Street in Burwood and is serviced by public transport. The Venue seats up to 999 in traditional fixed theatre seating on two levels. The stage utilises a full fly tower and orchestra pit with generous wing space and loading dock facilities. Two chorus dressing rooms and one smaller Principals dressing room, a full size rehearsal room, two hirer's offices and a green room, along with wardrobe storage facilities complete the back of house.

Please see Figures 1-5 at the end of this Annexure A, which set out the floor and site plans.

Foyers, Bars and Box Office

The foyers are split onto two levels and are serviced by a licensed bar. A box office is located in the stalls foyer adjacent to the main entrance. The foyers are equipped with a lighting grid and are of a size to accommodate small performance pieces or musical items pre show.

Seating

The auditorium may be arranged in several ways to yield differing sizes. In its smaller configuration the Venue can seat 437, the next available size is 690 through to its maximum auditorium capacity of 999. When the orchestra pit is used as a pit or thrust stage the maximum number is reduced from 999 to 957.

Auditorium configurations

Area	With Pit as Stalls	Without Pit as Stalls
Front Stalls	479	437
Rear Stalls	253	253
Balcony	267	267
Totals	999	957

All seating carries discrete numbering for ticketing purposes. A full width curtain for the smallest configuration of Front Stalls can divide the two areas of stalls seating. TMS reserves the right to retain 10 house seats for it's exclusive use in any configuration (see section 1.6 on page 11 of the contract).

The Physically Disabled

Seating in the stalls of the Venue (as marked on the seating plan on page 27) caters for the physically impaired. From this location same level access is possible to all stalls foyer services where a dedicated toilet for the physically impaired is located and access to the car park where spaces for the physically impaired are adjacent to the front doors. Back stage is all on one level with a toilet for the physically impaired and a physically impaired shower.

Seating for the physically impaired is printed on the ticket returns of tickets supplied by TMS (see section 6.1 on page 18 of the contract).

Hearing impaired

The Venue has 100% coverage of the proprietary hearing aid loop system that may be accessed via channel 'Z' on the hearing aid control switch.

The Stage and Stage Equipment

The stage dimensions are as shown on the enclosed drawing. The stage includes an orchestra pit which, when fully utilised can accommodate up to 30 musicians. The stage surface is masonite painted matt black.

Forty-nine sets of single purchase, counter weight, fly lines are available to hang and fly lighting and cloths and built scenery. One of these sets is dedicated to the house curtain sixteen additional sets are used for lighting, masking and house cloths whilst two sets are utilised as panorama sets.

- 20 Sand bags
- 4 Black wool borders (no fullness)
- 5 Sets black wool legs (50% fullness)
- 1 Cyclorama (white filled cloth)
- 2 Set of black tabs complete with track (50% fullness)

Musical Instruments and Equipment

The musical equipment within the Venue has been selected to cater for both stage and pit performances. The grand piano is limited to stage use whilst the upright is allotted to pit use but can also be used on stage.

- 1 Six-foot grand piano tuned to A440
- 1 Upright piano tuned to A440
- 40 Music stands
- 1 Conductors stand
- 42 Sconces
- 40 Orchestra chairs

Sound Equipment

A fully integrated Meyer sound system is included within the Venue, which utilises foldback in mono and stereo for the auditorium speaker systems.

- 1 Yamaha M7CL 48ch Digital Mixing Console
- 8 Microphone stands
- 4 Shot gun microphones
- 6 Hand held microphones
- 2 MAC mini complete with QLAB
- 1 Denon™ CD player
- 1 Sony™ CD player
- 1 Denon™ Mini Disk
- 1 Denon™ Audiocassette tape player
- 1 Sony™ Audiocassette tape player
- 1 Lectrum™ lectern complete with microphone, light and clock

- 2 Radio Microphones receivers with either hand held transmitters or lapel transmitters six additional radio sets are available on request but attract an additional charge.

Lighting Equipment

As with other equipment at the Venue the main lighting rig is included in the rent and this utilises:

- A stage RGBA colour mix system with white orchestra lighting and specials over the stage complete with decal wash.
- A 1-colour front of house wash upstage and downstage left, centre, right with 8 specials.
- Balcony fill and Perch in 2 colours.
- 6 Balcony front Gobo Profiles
- Cyclorama lighting in RGBW colour mix system
- A 2-colour and RGB side lighting wash from the panorama sets

Lighting equipment available to you during your hiring is as follows:

- 1 Road Hog 4 Full Boar C/W Road Hog 4 playback wing
- 1 LSC™ Maxim 60/120 Lighting Console
- 84 LSC™ 2.5 Kw dimmers
- 12 LSC™ 5 Kw dimmers
- 24 LSC™ Redback Distro
- 24 Moonlight™ Par 64
- 22 LED Wash's RGBA
- 12 LED Cyc units RGBW
- 12 Source4™ Fresnels 750w
- 32 Source4™ 19 deg profiles 750w
- 6 Source4™ 15/32 deg Zoom profiles 750w
- 4 Source4™ 26 deg profile 750w
- 8 Source4™ 36 deg profile 750w
- 2 Prolite™ 2Kw HMI Follow spots
- 1 24-Inch Mirror Ball
- 2 Molfay duets
- 2 360w LED UV

Further to the above equipment a moving light suite is available consisting of eight Robe 300e or Fineart™ 700's. This suit of equipment attracts an additional charge, which includes operator-programming time.

Projection equipment

The Venue is equipped for HD projection utilising Composite or computer input. Switchable from both stage or control room. The projection equipment attracts an additional cost and the projected image is the responsibility of the hirer to supply.

Set Assembly and Storage

An area, as indicated on the enclosed plan, exists as set assembly and or storage. Scenery storage may be available between hiring dates with prior TMS approval.

Dressing Room Facilities

One seven-person dressing room and two twenty-person chorus rooms are available. All rooms contain a dressing room table with mirror and adjustable lighting for each position.

Rehearsal Room

A rehearsal room that is the same size as the acting area of the stage is located within the Venue. The room has all of the facilities that the stage has including a sprung dance floor and a lighting grid. The Rehearsal Room is available from 5pm to 11pm Monday through Friday and all day at weekends with prior approval.

Green room

A green room for the use of the visiting company is supplied which includes kitchen facilities a hot water service and a fridge.

Offices

Two visiting company offices are supplied for the exclusive use of the Hirer. These offices are equipped with a desk and chairs plus a telephone line to all of the areas within the building. External lines are available and calls to external numbers will be charged to the Hirer's account.

The Sponsors' Lounge

The sponsors' lounge is located at the rear of the stalls and has a panoramic viewing window to the stage and stereo sound. The room can cater for pre show, interval and post show entertainment for up to 22 people alternately the room can be used as a box increasing the theatre capacity by 10 persons. The room attracts an additional charge and catering is available upon request.

Toilet facilities

The stalls area contains six female toilets, two male toilets and urinal and a disabled toilet, which includes baby change facilities. The dress circle has two unisex toilets and the control room has a non-public use unisex toilet. In the back of house areas the male toilets have one toilet a urinal and two showers the female has two toilets and two showers and there is a disabled toilet and shower.

Car Parking

The car park can cater for up to 320 vehicles and attracts a charge per vehicle on exit via automated boom gates. The money collection system to activate the gates will accept coins from ten cents through to two dollars.

Temporary or Touring Power

Two 160 amp 3 phase power supplies along with two 40 amp 3 phase power outlets are available for the connection of temporary and or touring equipment.

Fire Protection and Emergency Evacuation System

The building is monitored by an extensive system of smoke detectors and is fully protected with sprinklers, fire hose reels and extinguishers. The system includes an emergency evacuation system that can operate manually but will also operate automatically if left for a predetermined time without intervention.

Figure 1 Stage Plan

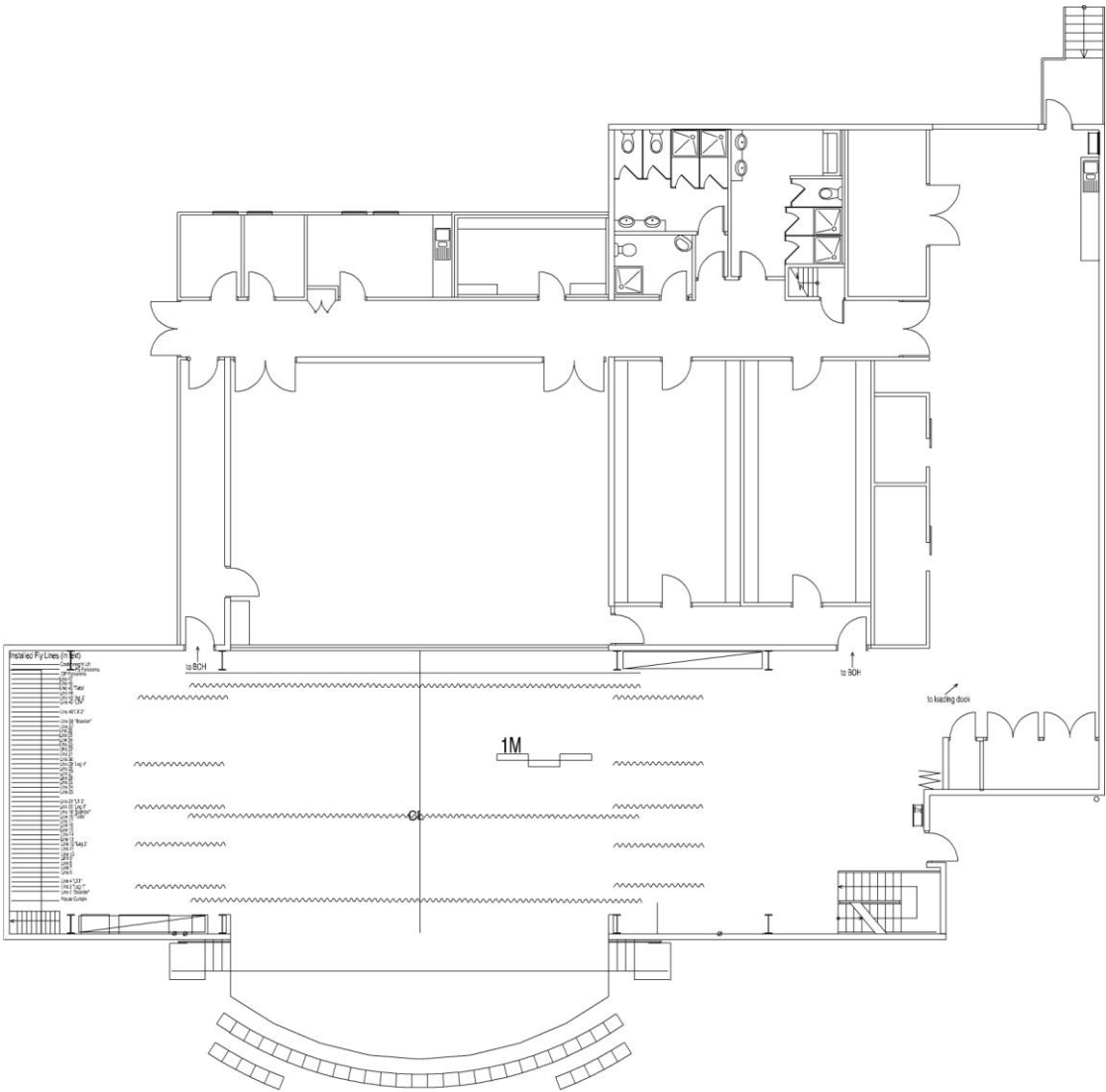
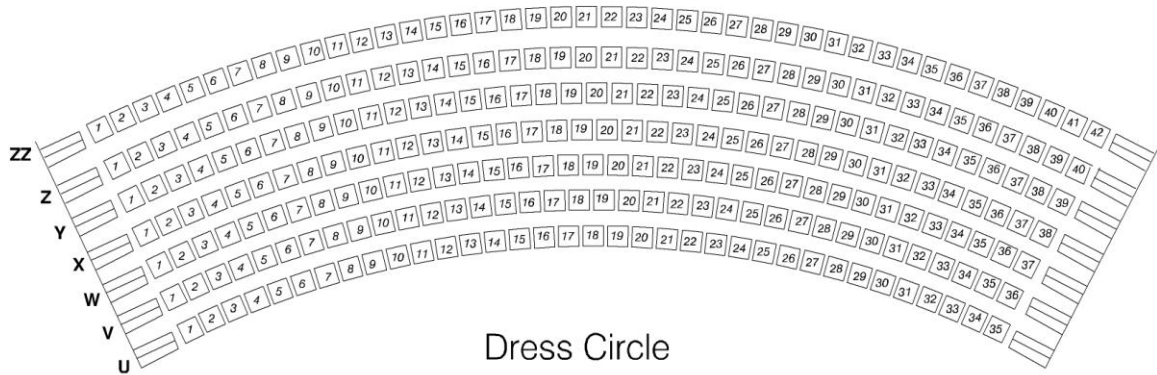
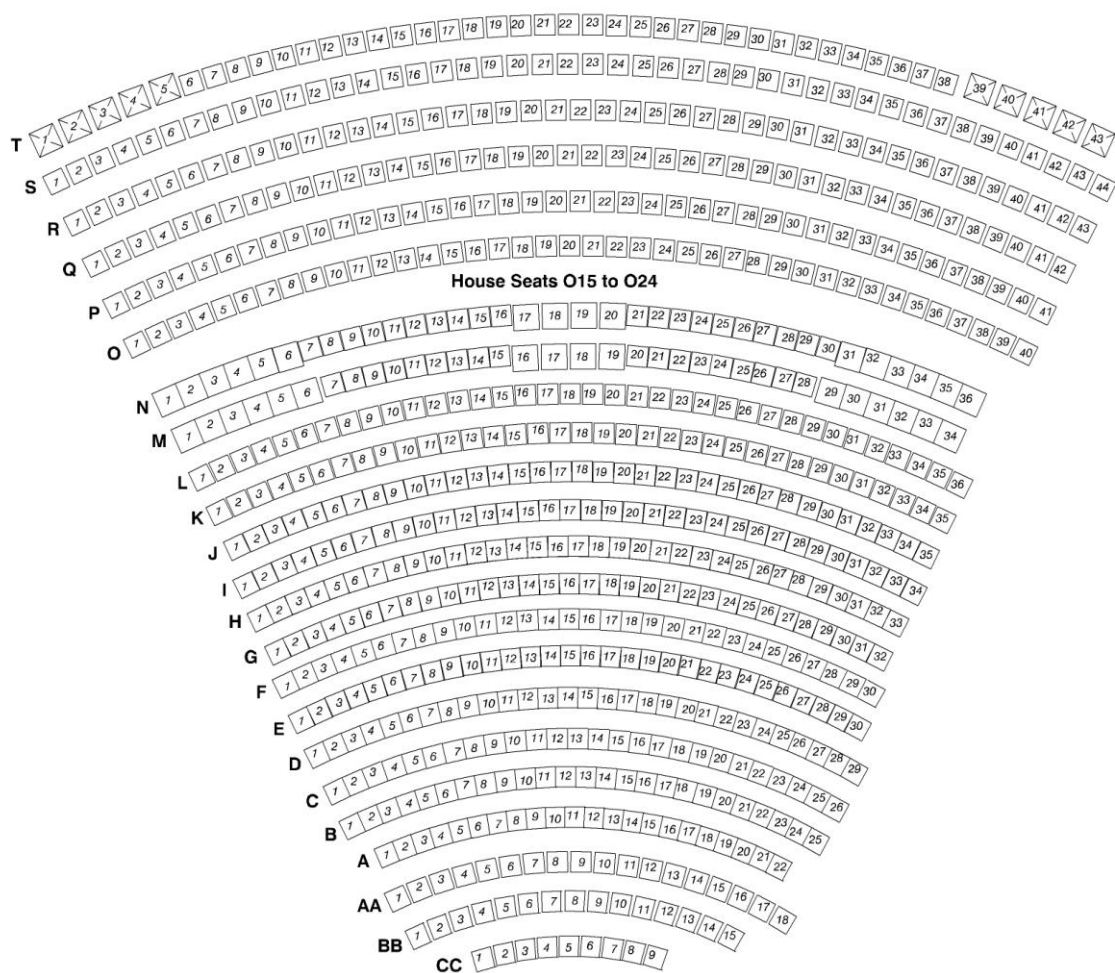


Figure 2 Seating Plan



Dress Circle

 Wheelchair Position



House Seats O15 to O24

Stalls

Rows AA, BB & CC are demountable and are only installed with prior arrangement

Figure 3 Ground Floor Plan

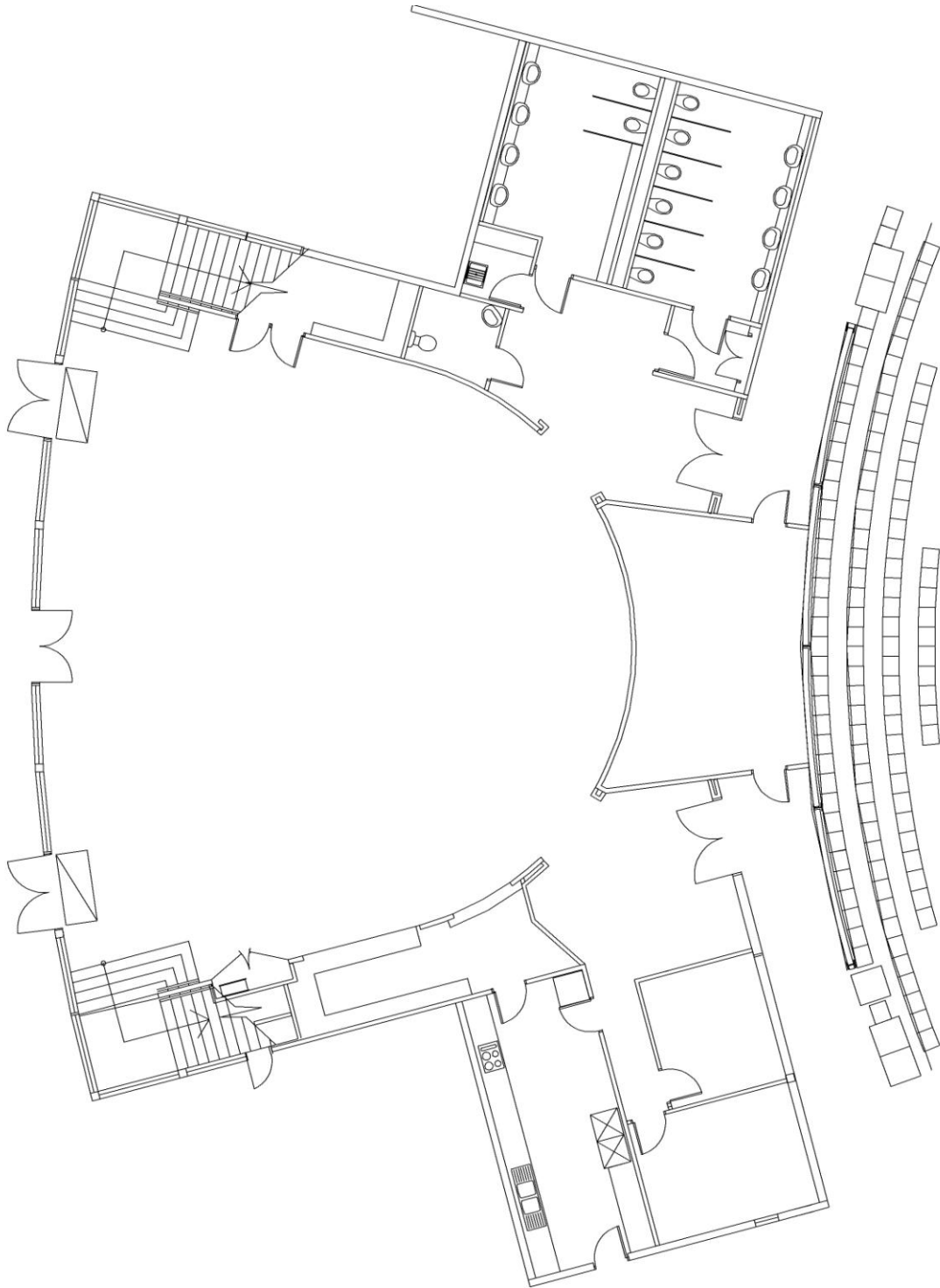
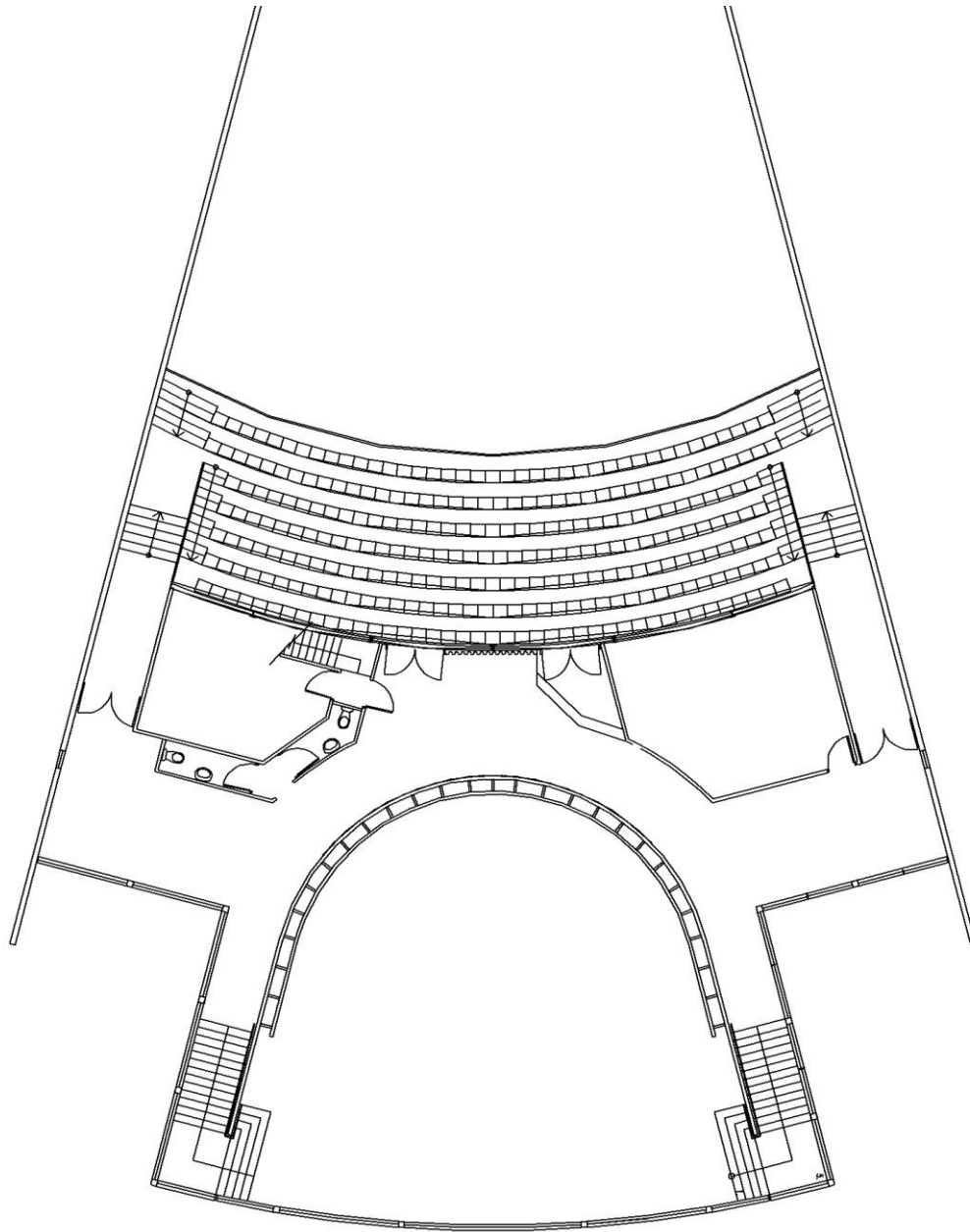
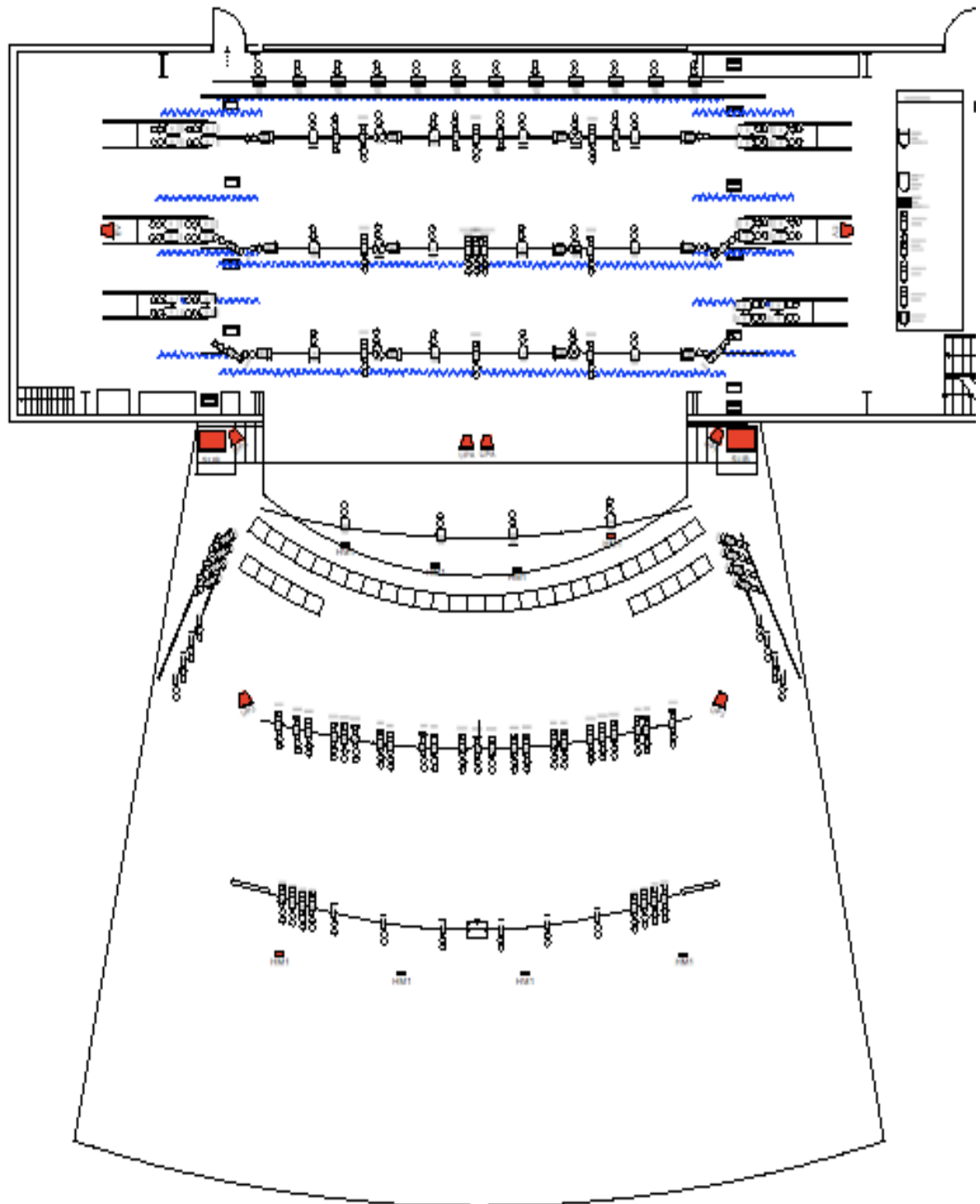


Figure 4 First Floor Plan



[illegible]

Figure 6 Standard Lighting Rig



Annexure B - Risks and Hazards assessment flying system

The following assessment is constructed around the flying system as installed at the besen centre 87 Station Street Burwood Victoria 3125.

Description

The system is a single purchase flying system with a batten and counterweight travel of 17 metres and is operated from the Opposite Prompt side of the stage or from the left hand side of the stage when viewed from the audience perspective. Scenery is attached to a batten, which traverses the stage from prompt side to opposite prompt side or from right to left when viewed from the auditorium. The batten is constructed from 75X50 RHS and attached at 5 metre centres with a hanging iron that clamps the batten and is attached by two 10mm nuts and bolts. The top of the hanging iron has a 12.5mm hole that accommodates the pin of a D Bow shackle. The bow of the shackle is threaded through welded link chain the length of the chain being approximately 500mm. This chain is termed 'trim chain' and used for small adjustments at each hanging point for levelling of the batten. The end of the chain furthest from the batten is likewise linked with the bow of a D Bow shackle and the pin of that shackle attached to an eyelet on the end of a 6mm steel wire rope hauling line. The steel wire rope travels vertically to the area above the stage known as the grid. Once through the grid a pulley known as a 'loft block' diverts the rope horizontally toward the Opposite Prompt Side where it meets another diversion pulley called a 'head block'. This diversion allows the rope to again travel vertically down the Opposite Prompt Side wall of the stage until it meets the 'counterweight cradle'. Here each wire rope is attached to the cradle with the use of another D Bow shackle. A hauling rope is also attached to the top of the cradle where it travels vertically to the 'head block' and is diverted through 180 degrees and travels back down to stage level where it is again diverted through 180 degrees to travel up where it is then attached to the bottom of the cradle. Each cradle can accommodate 500Kgs of cast iron counterweight each weighing 12Kgs, half weights are also available weighing 6Kgs for fine trimming of the counterweight. Aluminium guides guide the counterweight cradle through its vertical travel. These guides along with their support structure are termed the 'counterweight frame' and the counterweight cradle along with its batten, pulleys and supporting hardware is called collectively a 'set'.

Risks

The risks fall into three categories, set-up, and operation and pull down and are handled here separately.

Set-up

When the batten is lowered to the stage and the scenery is attached counterweight is loaded into the cradle at loading gallery level approximately 18 metres above stage level. This procedure requires the placement of weight into the cradle with no catchment area beneath the cradle to arrest a falling or dropped weight.

1. Personnel at stage level should be aware of the procedures occurring above and no personnel should be standing underneath the cradle being loaded.
2. Whilst this procedure is occurring the hauling lines should be tied together (tied off) with sash cord to ensure no creeping of the hauling line and subsequently the set through the installed break.
3. The flyman should review the weight of the load and instruct the person loading the cradle as to the quantity of weight to be installed.
4. When the cradle has been loaded the system will be grossly out of balance and great care should be taken in removing the tie(s) and anything up to four persons may be

required to allow the cradle to move down in a controlled and smooth fashion. This will continue until the batten load begins to assist as a counter balance. Up to six persons can be distributed to assist in this task with two at stage, two at fly floor and two at loading gallery level.

5. When the load is suspended and hanging freely final weight adjustment can be made at either stage, fly floor or for smaller pieces such as a spot bar at loading gallery level.

Operation

The risks in operation are brought about by fouling of the batten (when the batten gets caught on another object) or by deads that have not been marked or are incorrectly marked or by the set being moved at a speed that does not allow the operator full control.

1. When a set is operated the fly man should be aware of the force required to move the set. If during the movement of the set either at starting from rest or whilst in motion an increase in the amount of force to operate is detected the operation should be stopped as the batten or that which is hung from the batten may be fouled (caught). This can cause pieces of suspended equipment either on the flown batten or an adjacent batten to become dislodged and fall.
2. Each batten should have indicated on the hauling line visual indication and or positions for safe batten operation. This will as a minimum be an in and an out position for the batten but may also include approach indications. Indications are called deads and are a piece of ribbon attached through the hauling rope. Should an in dead not be affixed care should be exercised when moving the set as the batten may hit either another piece of scenery or the floor causing breakage of suspended equipment.
3. The speed of the set operation should be gauged not only by the speed it is required to move for the performance but more importantly it's safe operation. A set that is heavy will have a great deal of inertia and will take more effort and longer to stop than a lighter set. The set should not be flown faster than the physical capabilities of the operator either in weight, muscle or ability. This is not a task for either the unsure or the over confident.

Pull down

This can be approximated to set-up but can be a little more testing since the piece has to be lowered beyond its level of counter balance to a point where the counterweight is wholly supported on the hauling line.

1. Personal as in set-up can be distributed across three levels to aid in this operation. And the people below the cradle work area are the people at greatest risk from falling weight.
2. Some weight can be removed at either stage or fly floor level, which will make the set cradle heavy. It is important not to remove all of the weight at these levels but by the removal of some weight the set will be easier and safer to overhaul when the eventual out of balance point is achieved.
3. After the removal of some weight the set should be hauled out until the cradle is at loading gallery level and tied off. At this point the only person working on the set should be the person removing the counterweight.
4. Upon removal of all the counterweight the flyman should be informed that it is now safe to remove the suspended load. No attempt should be made to remove any of the suspended loads until the cradle is empty of weight.

Hazards

These again fall into sub categories of set-up, operation, and pull down and in this category maintenance.

Set-up

1. The flyman loading the counterweight should ensure that he has a clear and clean work area and that there is no accidental danger of slipping and or tripping whilst moving weight.
2. Both flyman and the person loading weight should wear riggers gloves at all times to ensure that weight is not dropped due to perspiration and that the risk of rope splinters and or pinched skin is reduced.
3. The weight retention device should be lowered on to counterweight when present in the cradle and firmly locked.
4. The installed break should always be in the on position when the set is not being operated.

Operation

1. When a batten is moved in a non-performance period the flyman should indicate to those persons on the stage area or on fly floors that a movement is to occur.
2. No person should be under a moving load unless they have been choreographed to do so as part of a performance.
3. The flyman should not at any time allow the batten to move freely and should at all times have his hands in contact with the ropes to ensure the batten can be arrested if need be.
4. The flyman should not attempt to operate more than one batten simultaneously unless appropriate rigging has been constructed.

Pull Down

1. When the weight is unloaded from the cradle it should be stowed away in a careful and neat fashion.
2. Should the counterweight be in piles on a gallery level the pile must not be higher than the kick board installed.
3. Weights should not be stacked for storage more than four high to eliminate the risk of injury to feet by slipping or falling weights.
4. Redundant indication (deads) should be removed once the load is removed.

Maintenance

1. All shackles should be periodically checked to ensure they are tight and that the mousing is still in place.
2. Frayed, ripped, cut or damaged hauling lines should be replaced

Annexure C - Proof of induction and training flying system

I (print full name) _____

Of (Address) _____

Street and Number _____

City or Town _____

State _____

Post Code _____

The permission to operate the system as described is solely granted by the technician performing the training. Should that technician not sign this document then you are not permitted to operate the flying system.

Work for and on behalf of the hirer _____

and have been given hands on instruction by _____ of Theatre Management Services (from here in known as TMS P/L) and have received and read the 'Risks and Hazards Assessment flying system' as pertaining to the installed flying system at the Besen Centre, 87 Station Street, Burwood, Victoria, 3125.

I understand that the system has been checked by approved persons within the last 12 months and was found to be in a fully serviceable condition. Furthermore no fault, breakage, failure or condition has arisen since the last inspection that either TMS P/L or I as an operator are aware of and hence the system is considered serviceable.

Should during the operation of the system I find, discover, observe or in any way have brought to my attention a matter pertaining to the system that I believe should be reported or if I am unsure shall report to TMS P/L and from that time shall cease or cause to have ceased further operation of the flying system. I shall maintain the system in this quiescent state until such time as instructed by the TMS P/L that the system is safe and work can continue.

Whilst in the location of the flying system I shall not permit or cause to permit by my inaction a person to operate the system that I believe may not have been trained or inducted in to the operation of the flying system or a person that I believe to be less than 18 years of age.

The training and induction only allows me to operate the system from stage level and does not permit me to set the system up and or to adjust counterweight or to perform tasks above stage level in such areas as the fly floor, loading gallery or grid. I am not permitted to and agree that I shall not personally or allow any other person to add or subtract weight from any counterweight cradle without permission of and attendance by a TMS P/L technician,

Should at any time I feel that the instruction I have received is inadequate for the task(s) I am being asked to fulfil I shall cease operation of the system and seek either further training to ensure I am suitably skilled or request that TMS P/L supply at the hirers cost a suitably skilled operator.

I understand that the operation of the flying system whilst being integral to the performance-taking place on stage I shall at all times consider the safety of persons on and around the stage and fly tower who could be affected by the operation of the system as my first priority.

Signed _____ Date -- --

Witnessed (Print name) _____ Sign _____

For TMS P/L (Sign) _____

Annexure D - Scale of Rates

The enclosed Scale of Rates is current at the time of going to print. However there may be cause to adjust some rates throughout the term of this Contract and you should check with the Venue to ensure the rate you seek is current.

Discipline (Per Hour)	Mon to Sat	Sundays	Public Holidays
Ushers and Program Sellers	\$30.00	\$41.00	\$47.00
Technician(s) Sound & Lighting	\$65.00	\$80.00	\$85.00
Follow Spot Operator	\$55.00	\$60.00	\$65.00
Technician(s) Mechanical	\$63.00	\$75.00	\$80.00
Flyman	\$65.00	\$80.00	\$85.00
Fireman	\$60.00	\$70.00	\$70.00
Evacuation Wardens	\$40.00	\$46.00	\$54.00

Description (Per Performance)	Cost
Analogue Recording (no Mix down)	\$100.00
Movable Thrust Stage	\$1200.00
Car Parking per car	\$4.00
Suspend paid Car Parking fee	\$700.00
Suspend alcohol service fee	\$700.00
Suspend total bar service fee	\$1100.00
Moving Light suite	\$500.00
Projection System	\$600.00
Additional Radio Microphones	\$110.00
Choir Microphones	\$180.00

Annexure E - Contact details of TMS and Venue

TMS:

87 to 89 Station Street
Burwood
Victoria
3125

Email: manager@besencentre.com.au
Telephone: 98340200
Facsimile: 98340216

Venue:

87 to 89 Station Street
Burwood
Victoria
3125

Head Technician:

Email: info@besencentre.com.au
Telephone: 98340202
Facsimile: 98340216

Box Office:

98340204 (Only on performance days one hour prior to performance)

Hirer's Offices:

98340207 & 98340208

Annexure F - Procedures for Hirers Evacuation Wardens

The purpose of evacuation wardens at the besen centre is to conduct an orderly and safe evacuation of all parts of the building in the event of an emergency such as fire and or bomb threat.

To eliminate the possibility of panic bomb threats will be treated in the same manner as a fire which by it's nature produces less angst by the participants in an evacuation.

It is possible that the first anybody is likely to know of a fire is the automatic alarm system triggering known as the EWS; Emergency Warning System. This system is linked to sensors around the building and will automatically begin a series of announcements instructing the occupants of the building to leave. These sensors detect smoke, heat or an emergency break glass alarm. This system can likewise be triggered manually and in the event of a bomb threat a manual triggering of this system would take place.

The evacuation of the audience and any persons forward of the proscenium arch would be managed by the staff employed by the Venue. The wardens as appear in your contract will manage the evacuation of all persons behind the proscenium arch this will include stage, orchestra pit, dressing rooms, offices, green room, toilets, store rooms and the scenery dock. It is not expected that wardens begin to fight or remain to fight fires and should only use fire-fighting equipment as a last resort to protect life.

The evacuation points are clearly displayed at each warden point and at all hose reel points and the wardens should familiarise themselves with the geographical location of these evacuation points compared to exits from the building. Each warden station is equipped with a red telephone that links to the central command point in the Venue for emergency management. These phones should be used to communicate to the command post that the back of house areas are clear and evacuated.

After communicating the evacuation each warden should take up stations at a safe distance from the building where one warden viewing the scenery dock entrance (PS Warden) and the other the stage door (OP Warden). The placement of these wardens is to ensure that no person re-enters the building once it has been evacuated. If a person re-enters the building the warden is not to follow but is to call the person back out if this is unsuccessful the warden is to communicate to the emergency services and or the head warden that a re-entry has occurred.

Each warden upon arriving at the Venue should ask for the duty technician and explain that they are the duty wardens for this event. The duty technician will give the wardens a tour of the areas they are to evacuate should the need arise. They will be shown where the warden telephones are for the back of house areas and will be expected to take a few minutes to familiarize themselves with these areas and to review the evacuation posters at their warden station.

Whilst the official mustering point for evacuees is to the right of the building when viewed from the front (the prompt side) in the car park the general public does not always follow instructions so other members of the hirers organisation will be conscripted by the chief warden for mustering purposes. The location for mustering has been selected to allow the emergency service clear access through the main car park to the building. Audience and hirers wishing to leave the site by car should be vigorously discouraged as this will clog the entrance and impede the entrance for emergency services.

After the emergency services have attended and is the alarm has been proved to be force the evacuees will be allowed access again to either resume the function or to collect belongings and leave at their discretion.

All communication during an event will have the following chain of command 1:/ the chief fire warden assisted by the hirers wardens 2:/ The emergency services upon arrival ALL wardens are to make themselves available to the emergency services for instruction and or debriefing.

Schedule - Hiring Request Form

This Hiring Request Form forms part of the Contract for hire of the Venue.

This Hiring Request Form has 5 parts (Parts A to f) which set out the specific needs of the Hirer during the Hiring Period. All parts of the Hiring Request Form are to be completed and returned to TMS.

The information that you supply in this Hiring Request Form will allow us to assess your requirements ensuring your production runs smoothly and cost effectively. If you are unsure about any part of this Hiring Request Form please feel free to call and we will be happy to assist you in any way we can.

If you find that you do not have all the information required in this Hiring Request Form at the time you are completing this document please indicate this by writing in the relevant area TBA.

You must execute both copies of the Application for Hire and return both copies to TMS along with the requisite Deposit. No booking of the Venue will be made until the Deposit and two signed copies of the Application for Hire are received by TMS.

You must return this Hiring Request Form to TMS.

Part A - Staffing Requirements

When hiring the Venue you will receive along with your hiring, one multi disciplined technician, for sound and lighting. The cost of this technician will be included in the hiring fee. When structuring your event you should consider that our technicians whilst happy to assist are technicians and not lighting, sound or set designers. Whilst they will use their best endeavours to assist you in the design aspects of your production neither they nor TMS can take any responsibility for design outcomes. Any staff over and above the one allocated will attract an additional charge as indicated in the Scale of Rates included in the Contract.

Personnel Required

Discipline	Number
Ushers and Program Sellers	
Technician(s) Sound & Lighting	
Follow Spot Operator(s)	
Technician(s) Mechanical	
Flyman	
Fireman	
Evacuation Wardens	

NB You get one sound/lighting technician included in the hiring fee. Any number listed here will be considered as additional. ALL personnel in this section attract an additional charge as set out in the Scale of Rates.

Part B - Catering Needs

As well as the normal bar and snack food service sold during performances we can provide other catering services upon request.

Our catering services vary widely. We have selected some of the most commonly requested services and included them in tabular form below. By indicating a quantity in the appropriate box(s) below we will be happy to return to you menus plus the scale of charging that would be applicable.

<i>Service Required</i>	<i>Quantity Min</i>	<i>Quantity Max</i>
Morning Tea		
Afternoon Tea		
Breakfast (Buffet)		
Lunch (Buffet)		
Breakfast (Seated)		
Lunch (Seated)		
Dinner (Seated ONLY)		
Supper (Buffet)		
Supper (Seated)		
Cocktails		
Finger Food Buffet (Back Stage)		
Snack Food Platter (Dressing Room(s))		

Part C - Performance Times and Hiring Information

This information will be used for us to engage personnel that you do not pay for such as car parking attendants and catering staff.

Name of Hiring: _____ **Date of Hiring:** - -

Arrival & Departure Times

<i>Your Personnel</i>	<i>Arrival</i>	<i>Depart</i>
Production Crew		
Technical Crew		
Artists		
Audience		

Personnel Numbers

<i>Number's Attending</i>	<i>Max</i>	<i>Min</i>
Production Crew		
Technical Crew		
Artists		
Audience		

Start and Finish Times

<i>Perf and or Reh</i>	<i>Start</i>	<i>Finish</i>
Rehearsal		
Performance		
Interval 1		
Interval 2		

Key Personnel Contact Numbers

<i>Telephone Number's</i>	<i>Main #</i>	<i>Alternate #</i>
Production		
Technical Sound		
Technical Lighting		
Technical Stage		
Box Office / Bookings		

NB The Box Office / Bookings number(s) may be given out to the general public. Other numbers will remain confidential.

Evacuation Warden Names

<i>Position</i>	<i>PS Warden</i>	<i>OP Warden</i>
<i>Names</i>		

For Hiring Periods that are of more than one day in duration please photocopy and return one form for each day.

Part D - Application for Hire