



## The Parks Theatre

### Centre Agreement Terms & Conditions

#### Introduction

YMCA South Australia in partnership with the South Australia Government has a strong commitment to the provision of artistic opportunities to its residents and acknowledges the crucial role the arts and community organisations play in the provision of such opportunities.

As the municipality continues to grow and diversify, YMCA South Australia aims to establish stronger communication links with the performing arts and corporate businesses. This agreement is one way of doing that, clearly outlining the requirements and criteria expected to be met by theatre companies and community organisations as hirers of The Parks Theatre.

This Facility Agreement is an initiative of both YMCA South Australia and the South Australian Government reflecting the existing times of change and growth in the municipality and YMCA and Governments commitment to the arts.

We look forward to continuing the existing strong relationships and partnerships for the benefit of all involved.

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# 1. Interpretation

## 1.1. Whereby any reference to:

- 1.1.1. "Company", "User", or "Organisation" is referring to the tenant to which this agreement applies.
- 1.1.2. "Facility", "Theatre" or "Venue" refer to the facilities within The Parks Theatre that include both theatres, art gallery, rehearsal room and dressing rooms.
- 1.1.3. Season refers to dates from the first rehearsal until the last date performance is performed and includes bumping put.

# 2. Conditions of Use

- 2.1. A booking request form must be completed and forwarded to the Theatre Director at least three (3) weeks prior to the event.
- 2.2. If Company's intend for food or drink to be consumed in this area the company must approach the Theatre Director and request for this to occur. PSC will be given the first opportunity to cater for the event.
- 2.3 Please note that this venue will be subject to availability and suitability of event.
- 2.4 A booking is not confirmed until the Parks Theatre Director provides a confirmation of the Booking and payment is received in full not less than 10 business days prior to the booking.
- 2.5 A tentative booking will be held for not less than twelve business days prior to the date of the booking.
- 2.6 A Theatre Technician is required for all bookings within our two Theatres; minimum call-out fee for a Theatre Technician is three (3) hours at the standard rate of pay regardless of the duration of the hire of the Theatre.
- 2.7 Both of the Theatres have a standard set-up covering all aspects of the Theatres configuration and has been designed to accommodate the majority of our hirer's requirements. Any changes required by the hirer to the standard set-up will incur additional costs to alter from and then return the Theatre to the standard set-up.
- 2.8 Additional hour will be applied after the event for each hour or part thereof for all bookings that start earlier or finish later than the agreed times for that booking.
- 2.9 Equipment that is not electrically tested and tagged must not be used in the Venues. The Parks Centre management reserves the right to refuse the usage of any electrical or electronic equipment that poses any electrical safety risk or hazard.

## Audience Management

- 2.10 Attendance must never exceed the maximum theatre or function room capacity.
  - Theatre One capacity - 133
  - Theatre Two capacity - 166
- 2.10.1 Wheelchairs, walkers or prams must never obstruct any safety exit doors, isles or walkways.
- 2.10.2 Displays, banners and any other equipment used for your hire must be kept clear of all emergency pathways.
- 2.10.3 Under our active Supervision Policy children must be kept under their parent(s) /

guardian(s) supervision at all times while attending the Parks Theatre. This includes backstage or in the Parks Gallery / Foyer space.

- 2.10.4 Venue staff reserves the right to stop a performance if children attending the event are not being properly supervised and are being disruptive.

### **3 Marketing & Promotion**

3.1 The Parks Logo must be added to all marketing material. All designs need to be presented to the Parks management for approval of logo placement.

3.2 The Parks Theatre will provide the following assistance with marketing and promoting the companies activities:

3.2.1 The Parks Sports Centre will promote events and productions on the Centre's website ( [www.parksRSC.ymca.org.au](http://www.parksRSC.ymca.org.au)). It is the responsibility of the Company to provide relevant and accurate information and to ensure the detail is current.

3.1.1.1 The Parks Theatre Facebook page <https://www.facebook.com/theparkstheatre>

3.1.1.2 Images must be in JPEG format.

3.1.1.3 The text and body of the ad must be provided by the Company.

3.1.1.4 Installation will be done by The Parks Recreation and Sports Centre.

### **4 Cleaning**

4.1 The Facility is cleaned as part of the Parks Sports Centre normal operations. The Company, however, is responsible to ensure that all areas, dressing rooms and storage space used by the company is left in a clean, litter free and tidy state at all times.

### **5 Maintenance & Damage**

5.1 If a Company has an enquiry relating to the maintenance of the Centre, they should contact the front of house. It is essential that any maintenance requirements that might result in injury are reported immediately to minimise the likelihood of further damage or injury.

5.2 The Company must accept full financial responsibility for damages caused by them and their members, except for normal wear and tear. Any damage incurred must be reported to Duty Manager by the user group at the earliest possible opportunity, or the cost of repairs will be the user's responsibility.

5.3 Failure to reimburse PSC for damage, or to comply with these conditions of use, may result in the immediate cancellation of a group's allocated use of the Parks Theatre.

5.4 In the event of a fire you are to follow the chief wardens direction at all times and exit the building in an orderly fashion assembling at the designated evacuation area.

### **6 Insurance Cover**

6.1 The user group shall at all times during the agreed term be the holder of a current Public Liability Policy of Insurance ("the Public Liability Policy") in respect of the activities specified herein in the name of the club/group providing coverage for a minimum of \$10 million.

6.2 The Public Liability Policy shall cover such risks and be subject only to such conditions and exclusions as are approved by the YMCA South Australia.

- 6.3 Companies are required to lodge a Certificate of Currency in accordance with the Public Liability Insurance provision herein prior to commencement of the hire period. The Certificate of Currency must be current, and include the name of the group/organisation insured, the amount of cover, as well as the expiry date of cover.
- 6.4 The user group must advise the YMCA within 48 hours of the occurrence of any incidents emanating from the use of the facilities at the Parks Theatre, involving property damage or personal injury, which gives rise to a claim for compensation against the YMCA and South Australian Government.

## **7 INDEMNITY – YMCA & SOUTH AUSTRALIAN GOVERNMENT**

- 7.1 To the extent permitted by law the Company agrees to indemnify and to keep indemnified the YMCA, the Government, its servants and agents and each of them from and against all actions, costs, claims, charges, expenses penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, arising from the user groups performance of its obligations under this Agreement and be directly related to the negligent acts, errors or omission of the group.
- 7.2 The Parks Theatre or staff, take no responsibility for items left or stored by user groups on the premises, and groups/persons do so at their own risk.
- 7.3 Public Liability Insurance
- 7.3.1 YMCA South Australia holds its own Public Liability Insurance and covers all staff and programs offered by the YMCA.
- 7.3.2 The activities of independent bodies, publicly elected committees and sporting bodies etc who occupy Government owned buildings are **NOT** protected by either party's Public Liability Insurance.

## **8 Withdrawal of the Centre**

- 8.1 The Parks Sports Theatre has the authority to withdraw the use of any part of the facility for the following reasons:
- 8.1.1 The Centre is unsafe.
- 8.1.2 The Centre is required to undertake maintenance repairs or redevelopment work.

## **9 Risk Management**

PSC is committed to excellence in the management of risk and has adopted high standards of risk management of the facilities under its control. The Parks Recreation & Sports Centre employees are the primary responders to all Emergency situations within the confines of the Facility. All users are to conform to directions in any Emergency situation as directed by the Chief Warden (Duty Manager).

- 9.1 User Groups must conduct their own risk assessment and outline a planned approach to minimising risks to their players, officials, spectators and their members. User Groups have ultimate responsibility for declaring the booked area is safe for the proposed activity.
- 9.2 First Aid is to be provided by appropriately qualified Parks Theatre staff.
- 9.3 Should an ambulance be called, payment for the service is the responsibility of the injured person.
- 9.4 All injuries must be reported to theatre technician or front of house at the time of incident, regardless of the severity. This will ensure that the Theatre Director is contacted to determine if their assistance is required.