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# THE GEM COMMUNITY ARTS CENTRE

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## Information Booklet

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### MISSION STATEMENT

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To encourage Community involvement in the Arts.  
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To develop skills in all aspects of the Arts.  
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To make the Arts accessible to all people of the Hills.  
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To support and encourage local creative works.  
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To foster the artistic creative talents of the youth  
of the region.  
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To celebrate the cultural diversity of all people  
in our community.  
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To make the venue as accessible to all as much  
as possible.  
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### CONTACT DETAILS

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Find Us 19 Kilvington Drive Emerald VIC 3782  
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Melway 127 E5  
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Hire Us Contact David on 03 5968 2844  
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Email Us [info@thegem.org.au](mailto:info@thegem.org.au)  
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Call Us 03 5968 2844  
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**OVERALL FACILITY**
**M150**

Car Parking	Car Parking available on site for 50 cars.
Access	All spaces except for the train carriage are wheelchair friendly.
Public Ammenities	Two sets of toilets: situated off the main foyer and off the covered verandah.
Heating/Cooling	Reverse cycle air conditioning operates throughout building as required.
Sound	The PA system can operate throughout the whole venue
Piano	Yamaha upright grand piano

**FOYER/GALLERY ONE**
**S80**

Lighting	Adjustable halogen downlighting
Walls	Picture hanging system on two walls

**HALL**
**S120 R60 T70**

Lighting	Tungsten pendent lighting
Walls	Wood panelling and plaster painted cream
Flooring	Polished timber floor boards throughout

**FOYER/BAR/GALLERY TWO**
**S50 R30**

Lighting	Adjustable halogen downlighting
Walls	Picture hanging system on two walls

**AUDITORIUM**
**S50 R30 T120**

Stage	Stage 10–13m Proscenium opening–9m deep.
Lighting	25 Luminaries
Sound	12 Channel audio system
Seating	84 fixed raked seats, 40 unfixed
Access	External access available via stage door at rear of theatre
Staging	Floor surface is black Masonite panels laid over hard wood

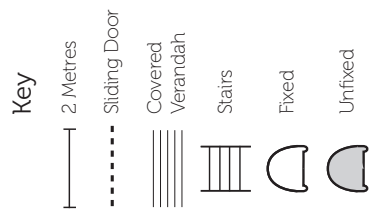
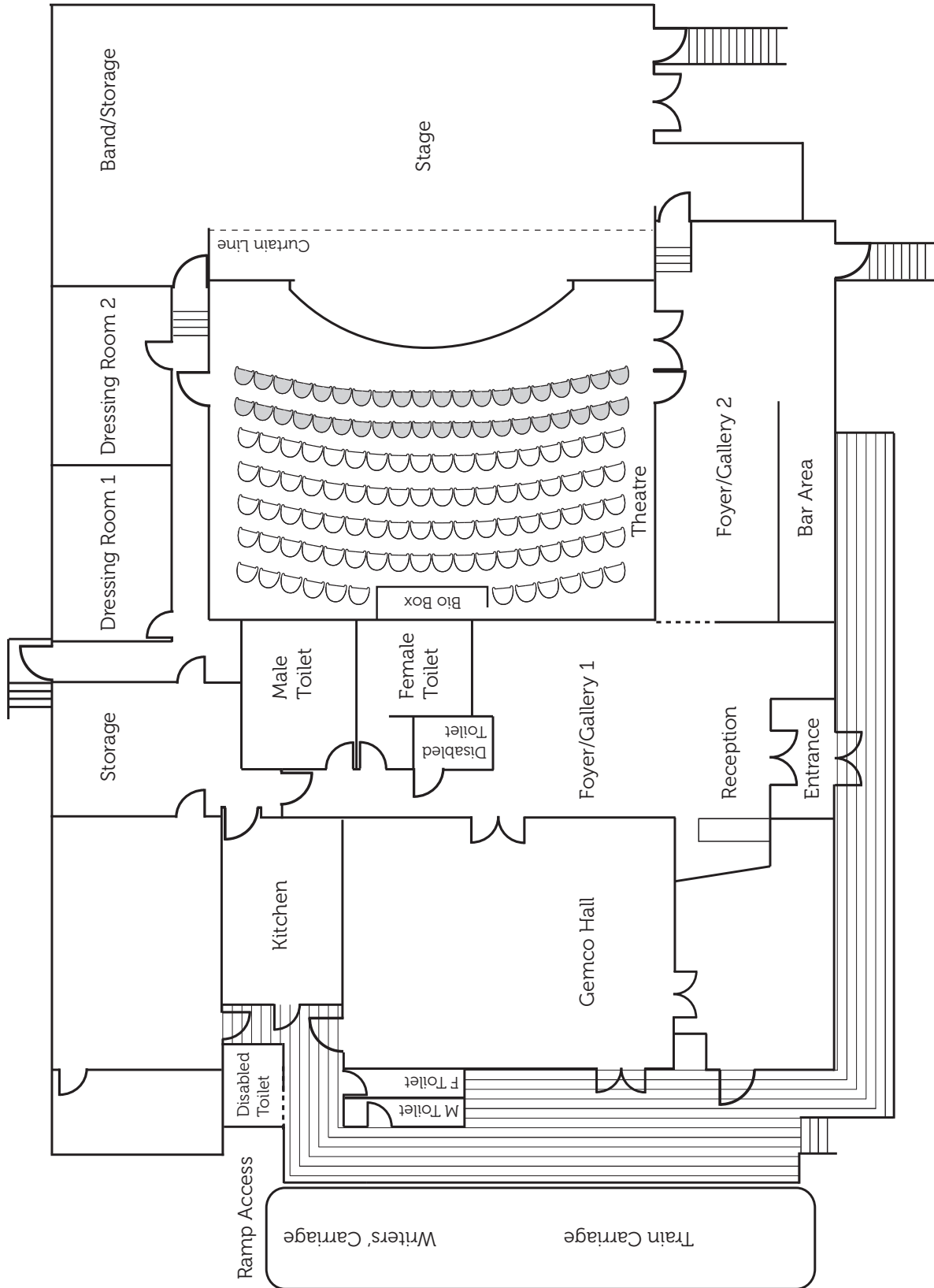
**DRESSING ROOMS**
**S8 (Maximum per dressing room. More space available upon request)**

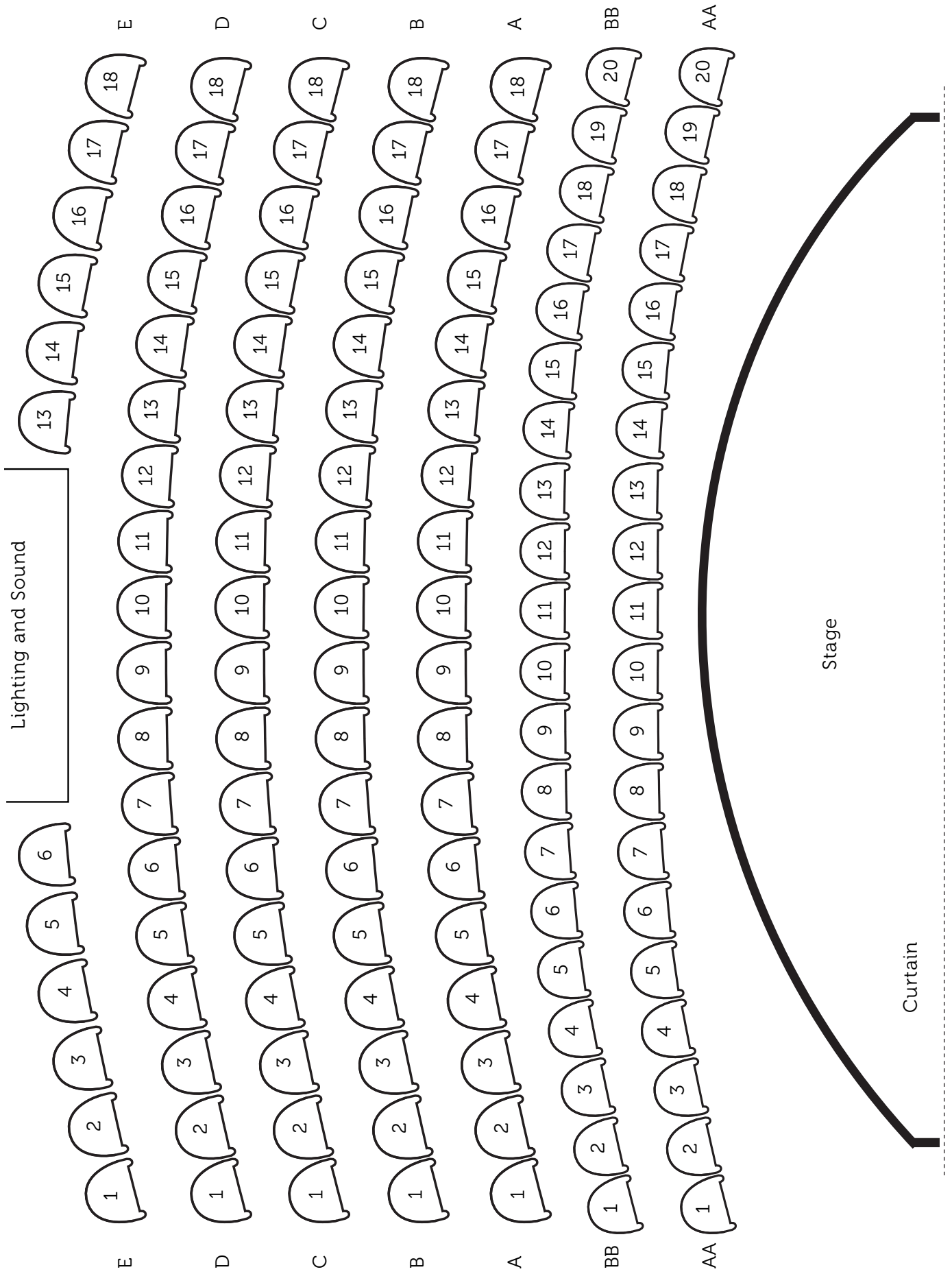
Walls	Large mirrors
Sound	Hall/theatre video relay available upon request
Ammenities	Basin, shower and toilets

**KITCHEN**

Utilities	6 burner gas stove top, gas oven below. Domestic refrigeration. Microwave.
Equipment	Limited equipment available for use. Please enquire for further information.
Crockery/Glassware	Available for hire. Please enquire for further information.

**VENUE CAPACITY KEY**
**S:** standing **R:** Restaurant **T:** Theatre Set Up **M:** Maximum Capacity





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**1.0 BOOKINGS**

**1.1 Application for Hire**

The right to use the facility is subject to the Committee of Management receiving an application in the required form, signed by the proposed hirer, undertaking to comply with these conditions.

If the proposed hirer is a club, the application must include the personal undertaking of the president and secretary of the club.

The Gem Community Arts Centre Committee of Management reserves the right to refuse any application for hire of the any part of The Gem Community Arts Centre from any individual or organisation without providing a reason. The hirer must be 25 years old or older.

**1.2 Payments and Fees**

Hire Fees shall be in accordance with the Schedule prepared by the Committee from time to time and shall be payable in full two (2) weeks after the booking is approved (with submission of the hire form) and a minimum two (2) weeks prior to the date of the function (or at the discretion of the Committee).

The minimum booking time for any facility is two (2) hours and the fee applicable will be based on a two hour booking.

- a. Regular users will be sent an invoice at the end of the month to be paid within 28 days.
- b. All cheques must be made out to the The Gem Community Arts Centre.

All costs, fees and expenses incurred by The Gem Community Arts Centre including but not limited to administrative costs, debt collection agency fees and legal costs and expenses will be met by the Hirer (hereinafter to mean the person or organisation named in the Hiring Agreement) for non-payment of account.

Booking fee of 10%. Non-refundable or transferable.

**1.3 Security Bond**

Unless otherwise endorsed by the Committee in the Schedule to the Applications for Facility Hire, a security bond in the sum of up to \$250 shall be paid by the hirer at the time of booking as a guarantee of fulfillment of these conditions, and as security against damage to the building or any fittings and furniture contained therein, and for any cleaning arranged by the Committee resulting from the hirer's use of the premises.

The hirer shall be liable on demand by the Committee to pay any further amount in excess of such bond to meet the full cost of such damage or cleaning.

If there is no breach of the conditions of usage or damage to the building or any fittings and furniture therein or abnormal cleaning, the deposit will be returned within (1) week of the use of the premises.

#### **1.4 Cancellation of Bookings**

Any cancellation of a booking for the hire of the premises shall be made at least fourteen (14) days prior to the date of the hire; otherwise a cancellation fee may be charged.

Any cancellation within 48 hours prior to the date of hire will result in the Security Bond being retained. Should the Hirer cancel the booking, the booking fee is retained by The Gem Community Arts Centre management. Bookings are subject to cancellation by the Manager in the following circumstances:

At the Managers discretion, any event may be prohibited which, in the opinion of the Manager, is objectionable or dangerous, infringes any copyright, prohibited by law, or which would be detrimental to The Gem Community Arts Centre.

It will be at the Manager's discretion as to whether monies paid in respect of such a hiring shall be returned to the Hirer and the Hirer agrees to accept same and to be held to have consented to such cancellation and to have no claim at law or in equity for loss or damage in consequence thereof.

At the Manager's discretion, any event in The Gem Community Arts Centre may be transferred to another room of similar size.

When there are repairs, alterations or additions in progress at The Gem Community Arts Centre bookings shall be subject to cancellation or transfer to another area, at the Manager's discretion.

The Gem Community Arts Centre shall not be held liable for any interference or disruption to a booking that is caused by some civil disturbance, industrial action or any circumstances that are beyond the control of Management.

The hiring shall be subject to cancellation by The Gem Community Arts Centre (with or without notice) in the event of any National or other emergencies.

#### **1.5 Transferring Assigning of Hiring**

No hiring shall be assigned or transferred to another party.

#### **1.6 Acceptance of Conditions**

The payment by any person of any amount of rental for the hire of the Centre shall be deemed an acknowledgment and acceptance by such person of the conditions set out herein.

### **2.0 LIABILITY OF HIRER**

#### **2.1 Observance of Laws**

The Hirer shall comply with all Acts and Statutory Rules, Provisions and Regulations and By-laws of the Commonwealth of Australia, State of Victoria and Cardinia Council and shall be liable for any breach.

The Hirer shall apply for grant of license for copyright purposes for Australasian Performing Right Association Limited or similar organisation prior to the booking date, and provide written evidence of such if required by the Manager. Responsibility for adhering to the laws relating to copyright rest with the Hirer.

- a. The Hirer shall at all times indemnify The Gem Community Arts Centre from and against all actions, suits, proceedings, claims, demands, damages and costs whatsoever brought, prosecuted or made (as the case may be) against The Gem Community Arts Centre for or on account of breach of copyright or licence rights arising out of or in any way connected with the performance of any musical, literary or dramatic work during the period of hire.
- b. The Hirer shall comply in every respect with Regulations under the Health Acts with regard to public buildings for the prevention of overcrowding and obstruction of gangways, passages, corridors or any other part of the building. Any person causing an offence against such Regulations shall be removed from the building.

#### **2.2 Insurance**

The Hirer must hold a current Public Liability Insurance Policy indemnifying them to a minimum level of \$10 Million for all activities associated with the hire.

If no such insurance is held, all persons entering The Gem Community Arts Centre must become financial members of Gemco Players Community Theatre Inc which will cover them with Public Liability Insurance until the end of the financial year. Evidence of insurance coverage must be provided at the time of booking.

**2.3 Damage to Persons/Building/Equipment**

The hirer shall be liable for costs associated with making good any damage caused to buildings, fittings, furniture and other installations arising out of his/her use of The Gem Community Arts Centre.

- a. No floors, walls, ceilings or any parts of the building may be broken or pierced by nails, screws or other means. Nothing may be taped, glued or affixed to walls, ceiling, floors or any parts of the building with the exception of blue tack, which must be removed after use.
- b. Hirers shall carry out such directions as may be issued by the Manager for the protection of floors from stain or other damage. When a room is to be used for the purpose of flower shows, bazaars, or other exhibitions, the floor shall be protected by rugs or other suitable material, as approved by the Manager.
- c. Hirers are not permitted to allow a car fridge or container of any description that leaks to be brought into the The Gem Community Arts Centre. Polythene or plastic bags containing ice or any liquid may not be brought into any part of the The Gem Community Arts Centre unless enclosed in a leak-proof container.
- d. No scenery, fittings, decorations, posters, advertisements, flags, logos, shields or emblems shall be erected, fixed, hung or displayed in or around the building without the prior consent of the Manager.
- e. Any damage to the The Gem Community Arts Centre caused by negligence whatsoever including incorrect fastening of decorations will be the responsibility of the Hirer for which a charge will be payable.
- d. Gemco Players Community Theatre Inc. shall not be liable for any loss or damage sustained by the Hirer. The Hirer hereby indemnifies the The Gem Community Arts Centre and Gemco Players Community Theatre Inc. against any claim by any such person.

**2.4 Minors**

A Hirer utilising the services of persons under 18 years of age to operate equipment shall have the written consent of the persons parent/guardian to do so.

All persons hiring any halls in the Cardinia Shire must be 18 years or over.

**2.5 Conflict over Hire**

In the event of any dispute or difference arising as to the interpretation of the conditions contained in this agreement, the decision of The Gem Community Arts Centre Committee of Management shall be final and conclusive.

**3.0 ADHERENCE TO LAWS****3.1 Consumption of Liquor**

No alcoholic beverage of any kind shall, directly or indirectly, be sold in The Gem Community Arts Centre without the appropriate license, a copy of which must be lodged with the Coordinator seven (7) days prior to the date of hire. Application should be made to Liquor Licensing Victoria on (03) 9655 6696. Notwithstanding, the Manager reserves the right to require the distribution of liquor to be temporarily or permanently suspended during any function.

**3.2 Functions Involving Alcohol**

Alcohol shall not be brought into the premises without the consent, in writing, of the Management Committee.

- a. Where permission is granted for alcohol to be consumed in the hall an additional refundable 'Contingency Bond' of \$250.00 will be required to offset any damage or additional cleaning if required.
- b. The entire Bond will be forfeited if the function continues beyond 1:00am.

**3.3 No Smoking**

In accordance with the Smoke-Free Environment Act 2000, smoking is not permitted in any part of the The Gem Community Arts Centre. It is the hirers responsibility to enforce this condition.

**3.4 Gambling**

No game of chance whereby money is passed either directly or indirectly as a prize shall take place in any portion of the building without the appropriate permit, a copy of which must be provided to the Manager if requested.

### **3.5 Noise Levels**

The Hirer shall not permit the level of noise from any activity to exceed the level recommended by the National Health and Medical Research Council of Australia and the Hirer must respect the reasonable needs of other Hirers in the The Gem Community Arts Centre at the same time.

The Manager reserves the right to require the noise levels be lowered. The hire may be terminated immediately by the Manager should instructions not be complied with.

### **3.6 Fire and Health Regulations**

Aisles, stairways, passageways and exit doors are to remain free from obstruction at all times. Fire extinguishers are not to be relocated covered or tampered with.

#### **a. Electrical Appliances:**

All electrical appliances used in The Gem Community Arts Centre must be tagged in accordance with AS/NZS3760.

All hirers are responsible for damage caused by any untagged electrical leads or appliances brought to the Hall.

### **3.7 Child Protection**

The Hirer shall meet the legislative provision of the State Governments Child Protection (Prohibited Employment) Act 1998. The hirer is responsible to have a background check carried out on any volunteers or employees, who whilst in the Hirer's employ, have direct and unsupervised contact with children and young people.

## **4.0 GENERAL CONDITIONS FOR ALL HIRINGS**

### **4.1 Access**

Access to the premises for any person or item associated with the hiring (company members, guests, sub contractors, entertainers, catering staff, decorations, scenery, properties and accessories) will not be permitted except during the times and days specified on the confirmation letter of hiring.

All personnel and items associated with the hiring must be cleared from the premises at the agreed time. The hire charge will continue until all items and persons have left The Gem Community Arts Centre.

Extension of hiring time at short notice is at the discretion of Management on duty at the time. It is reasonable for Management to expect as much warning as possible.

At the commencement and conclusion of each hire occasion, Hirers may be required to sign in and out, to serve as a record of hours.

The premises must be vacated by all patrons within fifteen (15) minutes of the expiration of the booking and the hirer or his agents shall remove all the hirers goods, materials and equipment and leave the premises in a reasonable clean state within thirty (30) minutes of the expiration of the booking, otherwise additional charges, at the scheduled rates shall accrue and will be deducted by the Management Committee from the Cleaning and Contingency deposit.

Management shall be entitled to access to every part of the building at all times.

### **4.2 Inability to Hire**

The hirer is deemed to have use of the hired spaces only during those periods when a fee has been charged.

If the hirer restricts The Gem Community Arts Centre's ability to hire out any space outside the agreed hire periods and the Centre is unable to provide an alternative hireable space to a third party, The Gem Community Arts Centre reserves the right to charge a holding fee of \$55 for each hour that The Gem Community Arts Centre is so restricted.

Restricted ability to hire includes but is not limited to those periods where hirer is unable to remove and store the hirer's stage equipment, props or any other property.

### **4.3 Behaviour**

It is the responsibility of the Hirer to ensure that the behaviour of all persons attending the hiring, and when arriving at and departing from the venue, does not cause disturbance or distress to others.

In conjunction with the Manager, the Hirer may require a guest or trespasser to leave the The Gem Community Arts Centre.

Should the Manager need to obtain Police assistance in this regard, the Hirer thereof shall meet any costs.

Children attending functions must be well supervised by parents to avoid damage or injury and to ensure the amenity of others.

### **4.4 Use of the Foyer**

The entry foyer is a general service area for all rooms. Space in the foyer is not included in the hire of any part of The Gem Community Arts Centre, unless specifically noted in the letter of confirmation.

**4.5 Use of Piano**

Only The Gem Community Arts Centre's piano will be allowed in the building unless with the written consent of the Manager.

The piano will be available only by compliance with the following conditions:

The piano will be inspected after a function. Any damage or need for tuning will be charged to the Hirer.

The piano will not be permitted to be moved between rooms by the Hirer, or removed from The Gem Community Arts Centre.

No persons other than the pianist of the Hirer will be permitted to use the piano.

Only The Gem Community Arts Centre's tuner may tune or service the piano.

**4.6 Fire Retardation**

The Hirer warrants that all scenery, props, costumes and displays brought into The Gem Community Arts Centre are clean (no offensive odour, non-hazardous, free of vermin) and adequately flame retarded in accordance with the Public Building and Fire Department requirements.

**4.7 Barbecues**

The use of BBQs within The Gem Community Arts Centre building is strictly forbidden. The use of portable cooking appliances connected to gas bottles is strictly forbidden within The Gem Community Arts Centre building.

**4.8 Tables and Chairs**

Setting up and restacking and/or removal of chairs and tables etc., is the responsibility of the hirer.

**4.9 Garbage**

All rubbish is to be placed in appropriate bins and excess rubbish taken away by hirer.

**4.9 On Leaving the Hall**

Turn off air conditioners/heaters and lights.

Double check that all windows and doors are locked.

Kitchen Facilities are clean.

All rubbish is removed and placed in appropriate bins.

All breakages are reported to Management.

**5.0 HIRE OF VENUE****5.1 Services Provided with Room Hire**

The following services are provided with all room hire:

Lighting, power and water.

Air conditioning/Heating

Tables and chairs, as stated in the hire contract.

Standard cleaning

**5.2 Charges**

The charges shall be as quoted in the letter of offer to the Hirer. All charges are inclusive of GST.

**6.0 HIRE OF THEATRE****6.1 Use and Access**

Flash photography is not permitted during performances without prior approval. Non-flash photography, visual recording and audio recording by any means in the theatre shall only be permitted within copyright laws.

In such cases all responsibility for infringement of copyright or performing rights will rest with the Hirer.

Pyrotechnics, smoke machines, or any equipment likely to interfere with fire alarm systems may be used subject to the approval of the Manager, who must be advised of their use in writing at the time of booking. Should fire alarms be activated through breach of this condition the significant charges incurred as a result of Fire Brigade attendance will be the sole responsibility of the Hirer.

Hirers having a booking over multiple days, that are not consecutive, must design occupancy in such a way that all equipment can be relocated so that the stage and wings are fully useable for other Hirers.

The time taken to remove equipment is to be within contracted hire periods.

Hirers are responsible for providing acceptable tape for marking the stage. The Manager may authorise the use of other types of tape.

Any tape applied in the space must be removed at the conclusion of the hire.

Alterations, additions and tap-ins to the standard lighting rig are not permitted without the Manager's approval.

At the conclusion of the hire the Hirer will ensure all equipment is left in its original condition and location.

Time required for restoration of the lighting system or any other equipment to the original state will be charged to the Hirer.

Where there is hire over consecutive days, the Manager may allow the altered equipment to remain in place; this must be noted in the hire contract.

An operator approved by the Manager must operate the technical equipment in The Gem Community Arts Centre.

No additional electrical equipment is to be brought into The Gem Community Arts Centre without the prior approval of the Manager.

**8.0 THEATRE SPECS**

**8.1 Summary of Technical Specifications**

See page one of the Information Booklet. Current at August 2009.

**9.0 INSPECTION RECORD**

**9.1** The facility should be checked prior to the function, to ensure that it is in a suitable condition for use, that all equipment to be used is stored correctly, and is available for use.

After the function, the facility should be checked again to verify compliance with the conditions of use, and to compile a record of the condition of the premises.

**9.2 Please complete the following:**

**PRE-EVENT CHECK** (Please circle)

- Y N** Facility clean
- Y N** Equipment stored correctly
- Y N** Emergency exits clear
- Y N** Fire fighting equipment in place
- Y N** Safety instructions provided
- Y N** Structural damage
- Y N** Equipment loss or damage

**COMMENTS** (if applicable)

**SIGNED:**

**DATE:**

**NAME:** (please print)

**POST-EVENT CHECK** (Please circle)

- Y N** Facility clean
- Y N** Equipment stored correctly
- Y N** Emergency exits clear
- Y N** Fire fighting equipment in place
- Y N** Safety instructions provided
- Y N** Structural damage
- Y N** Equipment loss or damage

**COMMENTS** (if applicable)

**SIGNED:**

**DATE:**

**NAME:** (please print)

Hello! Please use this form to enquire about hiring The Gem Community Arts Centre.

To make the process quicker for you, please read the venue hire information before enquiring.

To attain a hire quote, please fill in this form and return it to:

The Gem Community Arts Centre  
PO Box 480, Emerald VIC 3782

On receipt of this information a quote will be sent to you. Your booking will be confirmed upon receipt of your deposit which is non refundable if event is cancelled.

**HIRER DETAILS**

Organisation

Contact Name

Email

Phone

Address

Postcode

**TYPE OF ORGANISATION**

- Commercial
- Community Group / Not for Profit
- Private

**PROPOSED USE OF FACILITY**

- Theatrical Performance
- Concert
- Exhibition
- Private Function / Wedding
- Conference / Seminar / Presentation
- Workshop / Classes
- Rehearsal / Meeting Space
- Other (Please state)

**FACILITIES REQUIRED** Please refer to the floor plan.

- Whole Facility
- Foyer (All hirer's have access to the foyer)
- Gallery One
- Foyer Two/Gallery Two
- Bar
- Auditorium
- Dressing Rooms
- Kitchen
- Hall

**SERVICES REQUIRED**

- Catering
- Bar Staff
- Event Coordination
- Advertising/Designing
- Live Music

**BOOKING DETAILS**

Proposed Date/s

Start Time (Including set up)

End Time (Including clear out)

What time will the public be arriving?

What time will the public be leaving?

**CONDITIONS OF HIRE:**

I have read and agree to The Gem Community Arts Centre's Conditions of Hire.

**SIGNED:**

**DATE:**

**NAME:** (please print)