

# Venue Hire Terms & Conditions

*These terms and conditions govern the hire and use of The Substation (hereinafter referred to as “the Premises”) by third parties (hereinafter referred to as Hirer/s”) for performances or events (hereinafter referred to as “Function/s”)*

## Management

- 1) The term “**Management**” means the person(s) in charge of the Premises or The Substation for the time being and shall include such person(s) as may from time to time be designated by the Management to facilitate or assist in giving effect to these terms and conditions.

## Other definitions

- 2) ‘**Function**’ means the purpose or use for which The Substation or its facilities are rented for an approved period of time.
- 3) ‘**Facilities**’ means the various premises and equipment within The Substation that are rented for a fee charged.
- 4) ‘**Period of Hire**’ means the time from bump in to bump-out.
- 5) ‘**Hirer**’ means the person(s), company or group renting The Substation or its facilities for third parties on an approved period of time.

## Bookings:

- **Enquiry** »
- **Application** »
- **Application Approval** »
- **Provisional booking** »
- **Payment** »
- **Confirmed booking**

- 1) Applicants for hire of Facilities are advised to make an **Enquiry** about availability by telephone (tel 63377535, Operations Manager) of the Facility with Management prior to application.
- 2) **Applications** for rental of Facilities must be made in writing to Management. Applicants are required to provide details of the Function’s content.
- 3) All applications for rental of Facilities must be **Approved by the Artistic Director** of The Substation and in his/her absence the relevant Programme Manager.
- 4) Once it is approved, it becomes a **Provisional booking**.
  - a. All bookings shall be considered provisional bookings until we have received the completed and signed rental form together with a deposit of 50% of the total booking fee.
  - b. Where the Management deems appropriate, a further deposit (security deposit) may be payable to cover possible losses or damage to the premises by virtue of the intended Function.
- 5) **Payment** must be made by cash or cheque within two (2) weeks from the date of Provisional booking, failing which the Management shall not be bound to reserve the dates of the provisional bookings.
  - a. For last minute bookings, completed rental form and payment have to be made within 7 days and at least 48hrs before the commencement of the period of hire.
- 6) Once payment has been made, the booking is **confirmed**.
  - a. The full payment and/or balance payment shall be made one week before the commencement of the period of hire.

### **Cancellation or amendments**

- 1) A security deposit of \$500 will be forfeited upon cancellation less than a month before the first day of rental.
- 2) The Management may in their absolute discretion grant or refuse any application for the use of the Facilities without giving any reason.
- 3) The Management reserves the rights to cancel, terminate, advance or defer any booking at their absolute discretion at any time by notice to the hirer. In this respect, the decision of the Management shall be final.
- 4) In any of the above cases, the Management shall not be liable to the Hirer for any loss or damage sustained out of such action. Upon cancellation or termination of bookings, any money paid shall be refunded.
- 5) The Management may allow bookings to be advanced or deferred subject to the availability of the Facilities. The Management will not be liable for any loss or damage in respect of such action.
- 6) Bookings are made strictly between the Management and the Hirer and are not transferable by the Hirer to any other party.
- 7) No refund of the deposit or fees paid for the facilities shall be entertained should the Hirer vacate the premises before the expiry date and time for the use of the facilities.
- 8) No amendments shall be made to the booking within 7 days before the commencement of the Function.
- 9) Amendments made to the booking less than 7 days before commencement of the Function will not be eligible for any refund.

### **Charges**

- 1) The charges for the hire and use of the Premises shall be in accordance with the tariff or rates approved by the Management and subject to change at any time without notice
- 2) Artist rates shall apply to any Hirer that is a not-for-profit arts company, individual artist or Artist group.
- 3) Commercial rates shall apply to any Hirer that is a for-profit company or business.
- 4) Associate Artist rates shall apply to any Hirer that is, at the time of hire, an Associate Artist of The Substation Ltd.

### **Additional charges**

- 1) The Hirer will pay an overtime duty allowance of \$60 and transport fee of \$30 per staff member (excluding Technicians) if the use of Facilities falls outside the normal working hours of the staff (9am to 10pm).
- 2) Technicians requested by the Hirer over and above the inclusions in the initial Hire Agreement shall be charged to the Hirer at a rate of \$35 per hour and \$60 per hour if outside normal working hours (11pm to 9am) or during scheduled breaks. The Technicians' lunch break is from 1pm – 2pm and dinner break from 6pm – 7pm.
- 3) All cheques are to be issued to the order of **The Substation Limited** and delivered to The Substation, 45 Armenian Street, Singapore 179936.
- 4) Break/meal times given to the technicians are at The Substation Technical Manager's discretion.

### **Contents of the Function (performance or event)**

- 1) The Hirer shall take all necessary steps to ensure that:
  - a. All necessary licenses and approvals for the performance or event have been obtained, a soft/hard copy of the license/approval must be given to the Management prior to the commencement of the Function;
  - b. All applicable payments, including license fees or royalty payments in relation to the intended performance have been duly made;
  - c. The performance or event will not in any way infringe the rights including intellectual property rights of any third party;
  - d. The performance or event (Function) will not (requirement under the NAC Arts Housing Scheme);
    - i. Erode the core moral values of society including but not limited to the promotion of permissive lifestyles and depictions of obscenity or graphic sexual conduct;
    - ii. Denigrate or debase any person, group or class of individuals on the basis of race or religion, or serve to create conflict or misunderstanding in Singapore's multi-cultural and multi-religious society
    - iii. Disparage or demean government bodies, public institutions or national leaders and/or subvert national security or stability;
    - iv. Be offensive or obscene in nature or derogatory or defamatory to any third party or bring any dispute to or prejudice NAC or The Substation in any way whatsoever.
  - e. Any remedial action required by The Substation in response to requests from statutory authorities (eg: NAC, MICA) must be taken immediately and with no legal or financial liability being attributed to The Substation;

- f. The Hirer shall indemnify the Management against all claims, demands, actions and proceedings arising out of any infringement of copyright on the unauthorised playing, performing or use of any record, tape, apparatus or contrivance occurring during the period of hire of the premises.
- g. The Function does not contravene the laws of the Republic of Singapore

**Admission tickets and Box Office**

- 1) The Box Office opens daily from 12pm to 8.00pm except on Public Holidays and weekends when there is no show.
- 2) Tickets may be sold through the Box Office by prior agreement. A fee will be levied on ticket sales via the Box Office.
- 3) The Management reserves the right to deduct outstanding fees from Box Office income.
- 4) Box Office income, less outstanding fees, will be paid to the Hirer by company cheque no later than one month from the end of the Period of Hire.
- 5) The Management reserves the right to have up to four (4) complimentary tickets in the event of a performance for official use. These tickets must be delivered to The Substation at least one week prior to commencement of hire.
- 6) All tickets and advertising or promotional material that refer to the venue must describe the same as 'The Substation'.
- 7) The Hirer must include the following narration in printing the admission tickets:  
Conditions of Sale:
  - No refund or exchange of tickets under any circumstances.
  - Latecomers will not be admitted until appropriate break or intermission.
  - No infants in arms.
  - No photography, taping or video recording.
  - No food or drinks or smoking allowed.
- 8) The Hirer shall be responsible for the sale of admission tickets for the intended performance or event (Function) and if so desired, may engage a ticketing agent to provide this service.
- 9) If The Substation Box Office is selling tickets on behalf of the Hirer, statement of accounts and the balance of unsold tickets shall be forwarded to the Box Office within 3 working days of the conclusion of the Function.

## **Promotion**

- 1) The Hirer shall be responsible for public relations, marketing and information for the Function and agrees to seek the permission of the Management in advance regarding all publicity and marketing activities to be held at The Substation.
- 2) The Substation shall be acknowledged in the Function program. Any acknowledgement must first be approved by the Management
- 3) The Hirer shall provide to the Management posters and handbills, if available, to display at The Substation. Only the Management is authorised to affix or display promotional material at The Substation. Any unauthorised promotional material will be promptly removed.
- 4) The Hirer must inform the Management of any changes to information and schedule provided on the booking form and publicity information. The Management has the right to refuse such changes.

## **Conditions and restrictions in the Facilities**

- 1) Representatives from National Arts Council will conduct checks on the activities happening at our venue 4 times a year. Hirers will be approached and asked a few questions about their activities. Hirers must inform a staff member of The Substation immediately.
- 2) The Substation shall be entitled to use the Facilities (any or part thereof) for other performances or events during any timeslots that are not booked by the Hirer. For this purpose, The Substation shall be entitled to temporarily remove any props, equipment or materials. The Hirer shall render all reasonable assistance to The Substation to facilitate such removal or reinstatement.
- 3) Hirers are advised not to have any performance on Tuesday and Wednesday and for other days of the week, to end their show at 10pm. We have an agreement with our tenant, Timbre Bistro that on Tuesday and Wednesday they can start playing their music before 10pm and for other days after 10pm. As our Theatre is not soundproof the music can affect your performance.
- 4) The Hirer will complete a Technical Rider in consultation with the Technical Manager as soon as practical following the confirmation of booking
- 5) The Hirer will not make any alterations or additions to the structure, facilities, goods, equipment or fittings at The Substation.
- 6) No glue, pins, screws, nails, scotch-tape, stickers or any such fitting and fasteners likely to deface any part of the premises shall be used, unless otherwise approved by the Management in writing.
- 7) The Hirer shall neither display banners, posters, advertisements or decoration materials nor sell goods of any kind in or outside The Substation without the prior approval of the Management.
- 8) The Hirer must remove the above after the last function, and shall amend and make good in a proper and workmanlike manner any damage or defect, the costs of which are to be borne by the Hirer.
- 9) The Hirer will replace, repair, reinstate or pay cost of replacing, repairing or reinstatement of any loss or damage suffered by The Substation to its facilities or equipment caused by the Hirer's agents, guests or visitors, employees or contractors in connection with the use of The Substation or its facilities.
- 10) The Hirer will indemnify The Substation against any loss, damage or injury suffered by any member of The Substation caused by the Hirer, Hirer's agents, guests or visitors, employees or contractors in connection with the use of The Substation or its facilities.
- 11) The Management will not be responsible for nor will it be required to pay the cost of any loss, damage or injury caused to the Hirer, the Hirer's agents, guests or visitors, employees and contractors or it their goods or equipment during the use of The Substation or its facilities, for any reason whatsoever.
- 12) The Hirer shall be entirely responsible for the proper and safe setting of all his sets and props and for the proper working of all his own electrical, mechanical and other appliances. The Management shall not be held responsible for any expenses, claims or demands made in the event of any accident occurring to any person engaged in connection with such work.
- 13) The Hirer shall be entirely responsible for the use of its equipment and properties and such like articles and shall be liable for all claims for damages and injuries suffered by persons in connection with its use.
- 14) The storage of properties on the premises will be at the risk of the Hirer and the Management will not be held responsible for any damage or loss by any causes whatsoever.
- 15) The Hirer will, at the end of the use of The Substation or its facilities, leave The Substation, its facilities, goods, services and equipment in a clean, safe and proper condition to the satisfaction of the Management. The Hirer shall be liable for any damage or loss arising from negligence on the part of the Hirer.
- 16) No persons other than the authorised staff of The Substation shall be permitted to remain in the premises after the closing hours.
- 17) The Hirer shall vacate the premises on or before the end of the period of hire. Provided that the facilities are available, the Hirer may request for an extension of hire after the expired time of use of the facilities, subject to payment of additional charges.

- 18) The Hirer agrees, unless otherwise approved by the Management in writing, that all items belonging to the Hirer shall be removed immediately after the function, failing which the Management reserves the right to dispose or to destroy such properties as they may think fit. **No Claim** whatsoever shall be made against the Management on account of such sale, disposal or destruction.
- 19) All rubbish must be bagged and tied securely and thrown into the dump bins at The Substation's bin centre. Odd sized materials such as flower stands, banners, potted plants, poles etc are to be removed by the Hirer and not placed at The Substation's bin centre. The Management will levy a daily charge on improperly disposed rubbish.

### Security

- 1) The Hirer is solely responsible for crowd control. Gig organisers must ensure that the crowd do not loiter near our neighbours' premises. Any security deposit will be forfeited if The Substation receives any complaints in relation to crowd behaviour during the Function.
- 2) The Hirer agrees to provide enough security personnel to manage any crowds;
  - a. Security personnel must be in the ratio of 1-security personnel for every 22 people.
  - b. The contact number and name of the person in charge of the security personnel must be given to The Substation Management.

### Safety

- 1) The Hirer is required to adhere to all safety rules and regulations of The Substation, both written and at the direction of The Substation's duty staff.
- 2) The Hirer must consult with the Technical Manager on any matters pertaining to fire, water, smoke etc being conducted in relation to the Function.
- 3) The Hirer is strictly prohibited to bring in to The Substation any explosive or inflammable substances without prior written approval of the Management.
- 4) Pyrotechnics flash powder, explosives, fire, lasers, or any dangerous devices, as well as scenery, and lighting equipment, which are brought into The Substation must comply with all Fire Safety Bureau (FSB) regulations.
  - a. Prior written approval of the Management for admission of the above-mentioned items must be obtained.
- 5) No smoking or striking of matches or lighting of gas lighters will be allowed in any part of the premises except when they are necessary for the business of the Function, and with prior written approval of the Management, in which case sufficient suitable receptacles shall be provided by the Hirer for the purpose of depositing matches, cigarette ends and pipe refuse.
  - a. Subject to the above exception, no naked fire shall be allowed on the premises.
- 6) There shall be strictly no smoking anywhere on The Substation premises at any time
- 7) Intoxicating or other liquors, beverages and food shall not be consumed in the following areas: Theatre, Art Gallery, Dance Studio, and all multi-purpose rooms; unless prior permission is granted by the Management.
- 8) Cooking is not allowed in any part of the premises except for designated areas where permission is granted.
- 9) All passageways and means of exit shall be kept clear and no equipment, furniture, props or bulky items shall be placed at these places at any time
- 10) The maximum capacity for The Substation's venues are as stated below:
  - a. Theatre – 120 people seated (108 seats), 220 standing (with seats retracted)
  - b. Gallery – 100 standing
  - c. Classroom – 20
  - d. Dance Studio – 40
  - e. Random Room – 15
- 11) The Substation reserves the right to impose a penalty (the amount and the application of which shall be at the total discretion of the Management) should the Hirer's Function exceed this capacity.
- 12) The Substation accepts no responsibility for providing adequate services, safety or security to the Hirer should the Hirer's Function exceed this capacity
- 13) Exit lights shall not be covered or obstructed from view by the Hirer's sets, props or any other belongings.
- 14) In the event of an emergency or any other situation where the health and safety of the public is a concern, the Hirer and all the Hirer's staff, contractors, volunteers or any other persons brought onto the premises by the Hirer must obey the instructions of the Management's duty staff.
- 15) No livestock of any description shall be admitted to the premises, unless specially approved by the Management. Such livestock shall be removed from the premises immediately after the conclusion of the Function.
- 16) The movement of all materials, goods, equipment, furniture and such like articles should be properly handled and shall not be dragged. Where heavy loads are applicable, the use of trolleys with rubber castors is recommended. The Hirer shall be liable for any damage to The Substation and its facilities caused by the Hirer, the Hirer's agents, employees or contractors.

- 17) The handling of stage lighting, sound equipment and any other related equipment belonging to The Substation will be in the presence of The Substation's technician and will be used with proper care. The Hirer shall be liable for any damage arising from negligence.
- 18) No electrical equipment or fittings of any kind shall be attached to or used in conjunction with the existing electrical switchgears or fittings without the written permission of the Management. If such electrical equipment or fittings are deemed necessary, the Hirer shall comply with the relevant authorities' requirements and install them at his own expense.
- 19) The taking of photographs or video/audio recording of filming of any function is strictly prohibited, except at the request of the Hirer with the written permission of the Management.
- 20) Over-amplification of sound by electronic devices that will cause annoyance to users of the premises or neighbours is strictly prohibited.
- 21) If at any times, in the opinion of the Management:
  - a. there is serious likelihood that damage may be caused to The Substation and/or its facilities or
  - b. the manner in which any Function or use is being conducted, or is proposed to be conducted, is or is likely to be of an illegal nature,
 the Management may terminate the agreement by giving the Hirer notice in writing but without prejudice to any right or remedy of The Substation for any breach by the Hirer of this agreement.

### **Additional requirements & information**

- 1) The Hirer agrees to complete the NAC Quarterly Report (Appendix A) and return it to the Management within two weeks of the expiry of hire.
- 2) The Management reserves the right to refuse admission into the premises to any person(s) likely to cause disturbance, embarrassment or annoyance to others.
- 3) The Hirer shall observe the advertised time of commencement of each Function. The members of any company whether professional or amateur and the staff generally shall adhere to these Regulations and comply with the directions of the Management.
- 4) No Hirer shall have control over any staff of The Substation. Any disagreement with any member of the staff or misbehaviour on the part of the staff is to be reported to the Management.
- 5) Giving of gratuities to staff of The Substation is strictly prohibited.
- 6) If the Hirer should default in any manner under this agreement, The Substation's incurred expenses shall be payable by the Hirer on demand.
- 7) The Hirer shall adhere to the above terms and conditions as stipulated, and comply with the directions of the Management.
- 8) The Management reserves the right to add, amend, waive, cancel and/or suspend any of the terms and conditions without prior notice.
- 9) The Substation cannot guarantee the provision of any equipment unless mutually agreed during the production meetings with The Substation's technical personnel.
- 10) No showering in The Substation's toilet facilities, except on the request of the hirer with the written permission of the Management.
- 11) The Substation's venues are not soundproofed. As such, from time to time, sound from other venue users may be heard through walls and doors. Whilst The Substation endeavours to minimise booking clashes with this in mind, The Substation accepts no responsibility for any effect this may have on the Hirer or the Hirer's guests.

### **MANAGEMENT CONTACT DETAILS**

Operations Manager (Venue bookings and Payments):	Mr Cyril Wong
Technical Manager (Technical requirements, Meetings):	Mr Chun Lai
Artistic Director (Hire application, Project and Partnership proposals):	Mr Noor Effendy Ibrahim
General Manager (Issues, Legal, Complaints):	Ms Emily Hoe

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