



Policy Name	<b>Film Screening Equipment Hire</b>
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Approved by Board on	
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## Introduction

The policy outlines the procedures to be followed to hire equipment owned by Southern Tablelands Arts (STA) and applies to Contributing Councils, organisations and individuals so that the process is transparent.

## Purpose

The purpose of this policy is to ensure the hire of Film Screening Equipment is managed so that the possibility of damage to the equipment is minimised and it is attractive to hirers.

### 1.0 The equipment

The following is the equipment required to be issued to each hirer of the film equipment:

Item
Smart Box 1 x power lead 1 x HDMI cable 1 x A/V cable Remote
Screen Pump
Speakers x 2 Speaker cables x 2 Speaker power leads x 2 Speaker stands x 2
Projector 1 x power cable remote
Extension cord x 1 Power board x 1
The Instruction Manual



## **1.1 The hirer will also need**

A compatible laptop computer

It is preferable that access to power is within 2 metres and to a maximum of 5 metres.

The location for the equipment must be approved by the STA technician taking in consideration of OH&S issues.

Some films can be shown by USB but it is preferred that hirers supply the film in either blu-ray or on DVD. This is to avoid potential compatibility issues.

## **1.2 Replacement value of the equipment**

The total replacement value of the film equipment is \$15,000. In the event that the primary components are so damaged as to not be usable, the Hirer will be responsible for the replacement value.

## **2.0 Definitions**

### **2.1 The Licence**

The licence is a royalty fee charged by the film distributor for each use of the film. The fee is determined by the film distributor and is based on the expected audience number for the screening/s.

The Hirer is required to pay the royalty licencing fee for any film they wish to present in a public community setting. The Hirer can do this independently of STA at the time of booking the film.

If required STA can pay the fee on behalf of the Hirer on the basis that the hirer will be issued with an invoice and is required to pay the fee.

Note that the licence fee will range between \$330 to \$660+ depending on audience size.

### **2.2 Full Service Hirer**

Full service includes full assistance, support and guidance prior to the event, and delivery, attendance and onsite operation of the equipment by a STA technician including setting up and taking down, for the event and return to the STA office.



### **2.3 Assisted Service Hirer**

This service is only available for the Goulburn area within a 20km distance from the STA office.

Similar to a fully serviced event, STA will offer full assistance, support and guidance prior to the event. On the event day or as agreed STA will deliver the equipment, set it up with the assistance of the hirer, and ensure it is fully operational. The hirer must be in attendance and available to assist and to be instructed as to the equipment's use. The equipment is easy to operate. After the event it is the hirer's responsibility to take down the equipment and pack it up as instructed and to return the equipment to STA on the next business day at a suitably agreed time with the STA office and verifying that the equipment is all in full working order.

### **2.4 DIY Hirer - Contributing Councils Only**

Contributing Councils are those Councils that are signatories to a Memorandum of Understanding with STA and are financial contributors to STA on an annual basis which includes the year in which the hire takes place and whose payments are not in arrears.

At any time suitable to STA, Council's representative may nominate up to 4 Council employees to attend a 2-hour training course at STA or, under certain circumstances at the discretion of STA, at Council's nominated location. The training will offer hands-on experience, an introduction to the equipment, the Instruction Manual and troubleshooting. At its completion STA will certify them to operate the equipment by providing them with a Letter of Completion and listing their names in the STA Register of Authorised Equipment Operators.

STA will have the equipment ready with the Instruction Manual. The Council will be required to complete a booking form prior to collection of the equipment and sign for the return of the equipment in good order. The Council nominated officer will pick up the equipment from STA. The hirer will be responsible for taking the equipment from the STA office, setting it up, operating the equipment and the event, and packing up the equipment. The Council officer is to return the equipment to STA the next business day at a suitably arranged time with the STA office, verifying that the equipment is all in full working order.

### **3.0 General conditions of use**

3.1 All bookings and enquiries are to be made through STA staff in person by the authorised hirer.

3.2 Fees will be determined by STA depending on the level of service, the actual equipment to be hired, the duration of the hire and the distance to be travelled by the STA technician.

3.3 Fees will be confirmed in writing by STA and will be valid for a period of 90 days.

3.4 The hirer will be required to indemnify STA against any and all claims arising from the hire and use of the film screen equipment.

3.5 All quotations and bookings will identify the type of hirer per 2.0 above and the level of service to be provided by STA.

3.6 The hirer must ensure that the equipment and the event for which the equipment will be used is/are covered by appropriate public liability/risk insurance to the value of \$10 million.



A copy of the Certificate of Currency must be provided to STA prior to the commencement of the hire period.

3.7 The hirer must at all times ensure that the equipment is handled, transported and stored with due care and that the safety of the equipment and of the staff and visitors and passersby in the vicinity of the equipment and cords and cables always has priority.

3.8 The Southern Tablelands Arts sign must remain on the screen at all times.

3.9 The hirer is not authorised to sub-hire or lend STA's equipment to any other organisation or individual during the term of the hire agreement.

3.10 On return of the equipment it is the hirer's obligation to advise STA of any item that is missing, soiled, damaged or not operating correctly.

3.11 It is the responsibility of the hirer to meet the full cost of repairs of any item found to be damaged or the full replacement cost of any item missing from the equipment after return.

#### **4.0 Responsibilities of STA**

4.1 STA reserves the right to deny a request to hire the equipment on the basis that it considers the hire would be detrimental to STA's assets or its reputation. Such a decision is final. 4.2 STA will maintain a register of bookings and equipment hire and monitor the bookings from Contributing Councils in particular so as to determine and verify the complementary bookings each Council is entitled to in each calendar year.

4.3 STA will provide a Quotation for the hire of the equipment with all of the relevant details of the possible booking and payment details 5.0 by email to the enquirer.

4.4 Bookings will be confirmed by STA by email including the hire date/s upon receipt of the hirer's confirmation of all details, the Purchase Order with pre-approved payment terms or proof of payment. It is only on receipt of payment or approved Purchase Order that the hire dates will be confirmed as available and allocated to the hirer.

4.5 STA must ensure that the insurance Certificate of Currency or proof of current insurance cover to the amount \$10million is received prior to the equipment leaving STA's office.

4.6 STA will ensure that a competent technician experienced with the use of the equipment is available to carry out the duties under the hire agreement for Full Service and Assisted Hire customers.

4.7 STA will ensure that the Instruction Manual is complete, current and included with the equipment for each hire.

4.8 STA will inspect the equipment prior to and after the hire.

4.9 In the event of damage to or loss of the equipment STA will provide the hirer with the details of its findings relating to the repair or replacement of the equipment.

4.10 STA will ensure all electric cables are tested and tagged annually.

#### **5.0 Proposed schedule of fees**

STA offers a 3-tier sliding scale of fees based on information from other commercial hirers of the same equipment and based on the different types of hirers.



## 5.1 Contributing Councils

5.1.1 STA undertakes that Contributing Councils will be offered at least one complementary hire of the film equipment per calendar year covered by the MOU at the discretion of the Executive Director (ED). The ED will confirm to each Council in writing the details of the complementary offer. STA recognises that the offer of complementary hire of film equipment to Contributing Councils is related to the value of the annual contributions and/or the relevant terms of each Council's MOU. STA may offer additional equipment hire to those Councils that contribute at the highest per capita rates.

5.1.2 All such offers of complementary film equipment hire are dependent on the Council's contributions having been paid in full.

5.1.3 For joint events of significant arts and cultural benefit this fee may be reduced or waived. This will be considered and decided by the ED on an individual basis.

## 5.2 Executive Director Discretion Fee Waiver

The ED will have discretion to waive the hire fee for select fund raising events for Not-For Profit organisations.

## 5.3 Price of film equipment hire

Hirer Type	DIY	ASSISTED	FULL SERVICE
Community Groups NFP Charities	N/A	\$275	\$485
Contributing Councils	\$100	N/A	\$100 + travel and attendance for technician at \$75/hour
Other Councils Education Institutions	\$220	\$550	\$660
Private/Corporate	\$450	\$850	\$1100
			<b>Prices include GST</b>