



CENTRE FOR PERFORMING ARTS

Terms & conditions of use hire contract

1. The hirer (individual or organisation) that has been granted approval for the use of All Saints' College CPA facilities must;

- Use the Facilities only during the approved dated and hours of use only.
- Return the Facilities and every part thereof in the same condition as was found, properly cleaned and tidied, all refuse removed and all appurtenances in good substantial repair.
- The hirer must observe and follow all security and emergency evacuation procedures whilst in occupation of the building.
- The hirer shall comply with the provisions of the College, the Regulations of the College and with the provision of all Acts and Regulations applicable to the hirer, including the Health Act, the Local Government Act, Sunday Entertainment Act, The Live Performance award and any Regulations made thereunder and shall indemnify and keep indemnified the College against all losses, expenses, liabilities, claims and damages incurred as a result of the hirer's breach of any *such Act, By-law, Statutes or Regulations*.
- The hirer is responsible for any infringement of copyright. The hirer shall indemnify and keep indemnified the College against all losses, expenses, liabilities, claims and damages incurred by the College for infringement of copyright arising from the hirer's use of the premises. The College is under no obligation to ensure, prior to the use of the premises, that the activity for which the premises are hired does not infringe copyright.
- Pay promptly for any loss, damage, cost of repairs or replacement of any items damaged during or as a result of the individual's/ organisation's or its guest's use of the Facilities.
- Pay on demand any reasonable expenses for any breach of conditions of hire.
- Comply with all directions given by the College or its authorised representative regarding the use of the Facilities.

2. The individual/organisation must not, and must not permit anyone else;

- Use the Facilities except for the permitted use and purpose that approval was grant for
- Use any area indicated as non-accessible by the College
- Sell any alcohol in the Facilities

- Allow any alcohol to be brought onto the College grounds without express written permission from the Principal, whether such permission is granted is at the College's absolute discretion.
- Carry on any illegal, noxious or offensive activity at the College.
- Do anything which might cause nuisance, damage, disturbance to any other person, occupier or owner of any adjacent or neighbouring property.
- Interfere with, or remove, any of the services or equipment in the Facilities.
- Bring on the campus any hazardous chemical or any object which by its nature or weight might cause damage to the College campus and its Facilities.
- Use any sound-producing equipment at volume that interferes with the enjoyment of the Facilities by another person. The College does not warrant that the facility is suitable for the purpose of the Facilities' Hire by the individual/organisation.

3. Indemnity

The individual/organisation acknowledges and agrees that the individual/organisation uses and occupies the Facilities at their own risk. The individual/organisation releases the College from all claims resulting from any damage, loss, death or injury suffered by an event attendee in connection with the Facilities except to the extent that the College is negligent.

The hirer shall indemnify and hold the College indemnified from and against all actions, suits, proceedings, costs, claims, expenses, damages and demands whatsoever which may be taken, prosecuted or made against the College or incurred or become payable by the College for or on account of loss of life, injury or damage to persons or property suffered or sustained by any person or body howsoever caused whilst on the premises on behalf of the hirer or otherwise incidental to the use of the premises by the hirer.

4. Insurance

The individual/organisation must take out and keep current an insurance cover noting the interest of the College for public risk for any single event for \$10 million and provide evidence of insurance cover to the at least fourteen (14) days prior to the event.

5. Permits

The College is not liable to obtain any permit, including Liquor Permits, for the activities of the individual/organisation. Should a permit be required the individual/organisation must obtain such permit and provide a copy to the College at least fourteen (14) days prior to the hire.

6. College Access

The College and/or its representatives may enter the Facilities at any time and remain in the Facilities for the purpose of viewing the Facilities and the arrangement made to keep the Facilities in accordance with this agreement.

7. Payments

To confirm a booking the individual/organisation must pay:

- Booking deposit of \$250.
- Deposit of 50% of the hire cost one month prior to the event.

- The balance of hire charge and hiring of equipment costs shall be paid within fourteen (14) days of receiving the final account.
- Payment either by EFT (details provided on tax invoice) or by cheque (made payable to “All Saints’ College”).

8. Cancellations

Hirer cancellations shall be made in writing to the “Chief Financial Officer / Business Manager”, giving not less than four (4) weeks’ notice.

- If a hirer gives less than 4 weeks’ cancellation notice, then the deposit will be forfeited.
- If a hirer cancels a booking less than 48 hours before the time set for use, the full charges for the hire shall be made.

The College shall not be held liable for interference or disruption or enforced cancellation caused by industrial action, an Act of God or any other circumstances which is beyond the control of the College.

The College may cancel a confirmed booking or relocate a confirmed booking at an alternative Facility, without notice if extraordinary or unusual circumstances warrant such action. No compensation is payable in respect of such termination except that the individual organisation is entitled to receive a refund of any part of the hire fee that has been pre-paid.

The College, at its discretion, may prohibit any performance or function for the following reasons:

- It is considered objectionable or dangerous.
- It is an infringement of copyright.
- It is prohibited by law.
- It would be detrimental to the good standing and reputation of the College.
- Failure to supply proof of public liability insurance prior to the function.

In any such case the hirer shall be deemed to have consented to the prohibition and the College shall not be liable for any loss or damage suffered by the hirer as a direct or indirect consequence of the College's prohibition of any performance or function of the hirer.

9. Publicity

The hirer shall not issue any advance publicity or make any statement to the use of the premises before receipt of written acceptance of the hiring by the College. Any publicity whether in poster form, on tickets, or in the media shall correctly refer to the venues and require approval from the College’s Community Relations Department.

The hirer shall not make any statement in any advertisement which directly or indirectly falsely implies that the use for which the premises are hired is conducted or promoted by the College.

The hirer shall not display any poster or advertisement within any part of the school or grounds of the College without approval from the College’s Community Relations Department.

10. Staff

All use of the venue must comply with the minimal staff requirements as set out in the Theatre Operations Manual guidelines. The College may employ additional staff, such as car parking attendants, stagehands etc. as necessary, at the hirer's expense, to achieve these requirements.

11. Neighbours

All Saints' College is located within a residential area and due consideration must be given to its neighbours, staff and residents at all times. No parking is allowed outside of designated and agreed parking areas.

12. Ticketing

All tickets will be organised at the hirer's discretion.

13. College Smoking Policy

All Saints' College is a smoke free campus and therefore smoking is not permitted on the College grounds at any time.

14. Special Consideration

The maximum auditorium capacity for the All Saints' Centre for Performing Arts is seating for 420 people. The hirer shall not admit patrons to the premises in excess of the number of seats available. This does not include an allowance for the placements of wheel chairs.

All decorations, including flowers, are to be removed as soon as practicable after the function.

Nails, pins, drawing pins or other fastenings are not to be driven into or affixed to walls or woodwork and adhesive tape is not to be used to fasten or affix items to any wall, window, woodwork or curtains unless authorized by the Theatre Manager.

The hirer shall not make any alteration to seating or stage setting unless written permission of the Theatre Manager.

The hirer agrees that no setting up or dismantling of scenery or lighting is permitted except in the presence of a member of the Centre for Performing Arts Management Team.

The hirer shall not bring any liquor and food into the premises unless approved by the Theatre Manager.

15. Food & Drink Restrictions

Food - No food or drink may be brought into the Centre for Performing Arts auditorium at any time.

Water - Only water contained in proper "non-spill" bottles may be brought into the CPA auditorium area by request.

16. Event Noise

It is the responsibility of the event organiser to comply with all regulatory requirements associated with noise. The event organiser also obliged to inform in advance the residents surrounding the College that may be affected by the noise from the event.

17. End of Event

The hirer will vacate the premises by the agreed time. College policy is that events are to end by 11:00 pm.

18. Assignment

The hirer agrees not to assign, or transfer this agreement or grant a sub-agreement or allow any other person to use the premises.

19. Disputes

Any disputes between the hirer and the College arising from or in relation to hiring of premises or from the terms of the Conditions of Hire shall be submitted to arbitration by a person appointed by the Principal and the decision of the arbitrator shall be binding on the hirer and the College.

20. Termination

The College may terminate the agreement at any time if the hirer (individual/organisation) has failed to comply with any terms or conditions of the agreement.

I / we have read the ASC conditions of hire requirements and accept and agree to them.

Print Name

Print Name

Print Name

Signature

Signature

Signature

On behalf of _____(Organisation)

Date: _____

Revised July 2013