

UNIVERSITY OF NEWCASTLE VENUE HIRE AGREEMENT	Griffith Duncan Theatre HD01			
Full trading name of organization				
ABN				
Contact name & phone number				
Business address Line 1				
Business address Line 2				
City				
State and Postcode				
Business email address				
Brief description of function				
Dates Required	Bump in & out times		Performance Times	
	From	To	From	To
Ticket charges Total capacity of venue= 812 Auditorium=548 Mezzanine= 265	Type	Amount to be charged	Inc. gst?	Amount of tickets

If this is your first application to hire University Facilities, please provide some information about the nature and purpose of your organization.

Please indicate the areas and additional items required by placing a tick or a number in the boxes below:

Hire requirements				
Dressing rooms (20 capacity each)		Glitter ball		Full lighting rig
Drama Room (80 capacity)		Lectern		Follow Spot
Workshop (20 capacity)		Kitchen area		Loading dock
Make up room (20 capacity)	We have 2 radio microphones & 6 wired headsets.			
Holding room HA145 (45 capacity)	No. of radio microphones required?			
Holding room HA149 (45 capacity)	No. of headsets required?			

BACKSTAGE CAPACITY AND STAGE ATTENDANTS

No. of people backstage	No. in Production crew	Estimation of ticket sales
Maximum number of performers on stage at any one time	Estimate of maximum height of any vertical throw (cheerleading)	
Stage Manager	Front of House Manager	
Please provide a brief explanation of your run sheet in regards to managing numbers backstage		

USE OF EXTERNAL EQUIPMENT AND TECHNICAL ASSISTANCE IN THE THEATRE/ROOM

The engagement of an AV contractor to operate light and sound is the responsibility of the theatre hirer.

The following AV contractors have been inducted to our site and are well experienced in the theatre. It is the hirer’s responsibility to retain the best AV contractor for their needs.

AV contractor details (in no particular order)

- A1 Audio 4957 8288
- Fordtronics 4969 6722
- Scion Audio 4961 3733

The engagement of the external AV company is at the hirer's expense. *Any additional equipment to be bought in by the AV contractor will require approval from the University.*

Please provide the name and contact details of proposed external audio visual assistance and or equipment supplier you intend to use in the theatre:

Name of AV Company	Dates & times of attendance (Inc. set up times of a 3 hr. minimum)
Details of any additional AV equipment the supplier will be asked to provide for you.	

TERMS AND CONDITIONS FOR HIRING UNIVERSITY VENUES.

1 In this agreement the following meanings apply:

- 1.1 "Facility" means that part of the University's premises hired to the Hirer;
- 1.2 "Function" means any event function or program of any description to be conducted in the Facility;
- 1.3 "Hirer" means the person whose name is set out above and the organisation on whose behalf the Hirer is entering into this agreement;
- 1.4 "University" means The University of Newcastle.

2. Note:

- a) The normal stage lighting and public address system will be turned on at the commencement of the function and off at the end. If other facilities are required, then the hirer must make their own arrangements with technicians approved by the University.

ALL EQUIPMENT BROUGHT INTO THE FACILITY BY EXTERNAL CLIENTS OR AUDIO VISUAL CONTRACTORS IS TO BE TESTED AND TAGGED TO COMPLY WITH AUSTRALIAN STANDARD 3760.

NON TAGGED EQUIPMENT WILL NOT BE PERMITTED ON THE SITE.

- b) As the Theatre/Room may be used for lectures during normal University hours, it is requested that all props and scenery be moved between bookings.
- c) Hirers are advised that the University does not normally provide labour to manufacture or adapt sets, operate facilities or control and direct audiences. Such labour, if required by the hirer, is a matter for the hirer to arrange.

The University is unable to participate in the arrangements except to the extent of ensuring that persons who the hirer wishes to employ in the theatre are competent to handle University equipment safely without causing damage. External labour is required to have Public Liability & Workers Compensation Insurance and Certificates of Currency must be provided. Any third party contractor is required to have completed the online contractor induction and wear contractor ID whenever they are on University grounds.

HIRER'S OBLIGATIONS

3 The Hirer will:

- 3.1 pay the security deposit set out above when signing this agreement. The deposit will be refunded in full if the Hirer cancels this agreement in writing more than 30 days before the date of hire and will be refunded after the function subject to all hire charges being paid, including any additional charges incurred;
- 3.2 pay the total hire charge no later than 30 days before the date of hire unless other arrangements have been made with the University. If the total hire charge has not been paid 30 days before the date of hire then this agreement will be at an end and the deposit may be forfeited;
- 3.3 where the Hirer is a commercial organisation, pay to the University an additional fee equal to 10% of gross box office takings;
- 3.4 pay such further charges as may be determined by the University if the Hirer does not vacate the Facility at the expiration of the hire;
- 3.5 ensure that the Facility is used only for the purpose set out in the brief description of function shown above;
- 3.6 no later than 14 days prior to the date of hiring deliver to the University a **Public Liability** insurance policy with a cover for at least **\$20 million** (and noting the University as an interested party), and a policy covering the Hirer's liability for workers compensation insuring the Hirer for events which may occur on the date of hire. Failure to deliver these policies will result in the cancellation of the hire of the Facility;
- 3.7 no later than 14 days prior to the date of hiring provide an Australasian Performing Rights Association (APRA) licence for bookings where the hiree intends to have music played – including a background music system – this will constitute a public performance of copyright music and an APRA copyright music licence must be obtained.

The University holds a current Phonographic Performance Company of Australia (PPCA) License.

- 3.8 ensure booking time allows set up and bump-out time and be in attendance in person or by a representative at least one hour before the commencement of the performance and carry out all requests or directions of the University;
- 3.9 be responsible for the maintenance of good order in the Facility and any other part of the University's premises affected by the hiring;
- 3.10 indemnify the University against any claim made by any person required to vacate the venue and the University;
- 3.11 ensure that all entrances exits (including exit doors) passageways and aisles are kept clear and available for use by the public at all times when the building is occupied and that all exit lights remain visible during all Functions;
- 3.12 be responsible for the costs of making good any damage to buildings, fixtures, furnishings, equipment or any other property incurred as a result of the hire;
- 3.13 observe their responsibilities and obligations with regard to the health and safety of persons using the facility, as outlined in the University's *Facility Users Induction* document.

4 The Hirer will not without the prior written consent of the University:

- 4.1 allow any animal in the Facility;
- 4.2 transmit by television or radio broadcast any performance which may infringe any copyright;
- 4.3 bring or allow any person to bring onto any University property any explosive or inflammable liquids or other like substances;
- 4.4 permit any advertisement to be placed upon any University property;
- 4.5 deface or allow to be defaced any part of the Facility including the fixing of any paper or other objects to any part of the Facility;
- 4.6 decorate or placard any part of the Facility;
- 4.7 alter or remove any part of the seating in the Facility;
- 4.8 use the name of the University or the University crest or any part thereof in any advertising or promotional material or make any statement that implies or might imply that the University is in any way connected to the function;
- 4.9 provide any additional fittings, curtains, decorations, furnishings, lighting or sound systems;
- 4.10 suspend or permit to be suspended from any ceiling or wall of the premises any object;
- 4.11 permit the supply provision or use of alcohol in the Facility or on University property. Any approval given will be subject to the Hirer obtaining at the Hirer's expense any licence

required for the provision of alcohol and the submission of such licence to the University at least 14 days before the date of hire;

- 4.12 permit any film projection or other exhibition or similar entertainment or photography of any kind within the Facility or University property. Any consent will be subject to the Hirer complying with any copyright provisions.

5 The Hirer will not:

- 5.1 permit any person to smoke within any University building or other University designated no smoking area;
- 5.2 assign any part of this agreement to any other party;
- 5.3 do or permit to be done anything which may invalidate any policy of insurance or affect the right of the University to claim under any policy. If the Hirer is in breach of this condition then the Hirer indemnifies the University against all damages losses and costs which the University may incur as a result of such act;
- 5.4 do or permit to be done any act upon the premises which will or could increase the rate of insurance premium payable by the University, and will upon demand pay to the University any such increased premium whether notice of such increase has been received by the University before or after the hiring;
- 5.5 do or permit to be done anything which breaches the University's health and safety policies and procedures, as described in the *Facility Users Induction* document.

6 General Conditions:

- 6.1 The University will have control of the Facility at all times and supervise, by authorised personnel, all access to the Facility;
- 6.2 The Vice-Chancellor, or authorised officer of the University, may at any time before the commencement of the hire cancel the hire and upon refunding the hire charges to the Hirer the University will not be liable to the Hirer for any damages for such cancellation;
- 6.3 All parties to this agreement are bound by it jointly and severally;
- 6.4 Failure by the University to exercise any of its rights under this agreement will not operate as a waiver by the University of any rights it may have under this agreement;
- 6.5 Any breach of this agreement by the Hirer will entitle the University to terminate the hire of the Facility forthwith.

NOTE: The University will assess this application, advise the charges and forward an Agreement for completion and signature.

The above application is **NOT A CONFIRMATION** of facilities booked until:

- i) The University of Newcastle has approved the application;
- ii) The Agreement has been signed by the hirer and the University;
- iii) The deposit has been paid;
- iv) A Certificate of Currency for public liability (\$20 million) is provided for both hirer and external contractors used by the hirer;
- v) A Certificate of Currency for Workers Compensation insurance is provided for both the hirer and any external contractors used by the hirer;
- vi) Equipment provided by the hirer and external contractor has been tested and tagged in accordance with Australian Standard 3760.

FAILURE TO PROVIDE THE ABOVE INFORMATION WILL RENDER THIS BOOKING CANCELLED.

EVENT APPROVAL			
Signature of Applicant		Date	
Signature of Agent University of Newcastle		Date	

TO DO LIST FOR HIRER FROM NOW TO BEFORE THE EVENT

Within one month of signing this document;

\$300 deposit on receipt of invoice.

Within one month of event;

APRA license

Certificate of currency for \$20 million public liability.

Workers Compensation certificate for those trading as a company

48 hours prior to event;

Report box office sales.