

# VENUE HIRE CONTRACT & BOOKING FORM



Hirer Details					
Name of Organisation					
Contact for booking					
Postal address					
Telephone number	I	Mobile		Fax	
Email address					
Billing Details					
ABN Number					
Contact for billing					
Postal address					
Telephone number		Mobile		Fax	
Email address					
<b>Event Details</b>					
Event Name					
Nature of function			Estim	nated attendance	
Venue	Воо	king start date	Во	oking end date	
Ticketing Require	ements				
For any event in any of ou	ur venues, we require that you	u use either our own	hard ticketing servi	ce or BOCS Ticke	ting. Please indicate

below what ticketing you would prefer. For further details please call Ruth Gogarty on (08) 6488 7407.

☐ BOCS Ticketing

**University Theatres Hard Tickets** 

Please indicate your choice of tickets:

## **Booking Details** Booking start date Booking end date Venue Access required: Bump-in and set-up times Rehearsals Performances **Bump-out** Booking end date Booking start date Venue Access required: Bump-in and set-up times Rehearsals Performances **Bump-out** Booking end date Venue Booking start date Access required: Bump-in and set-up times Rehearsals Performances **Bump-out** Confirming your booking In order to confirm your booking University Theatres will need to receive a copy of our Conditions of Hire signed by the Hirer and the Deposit for your booking. Hire agreement If the above booking is approved, I hereby understand and agree to comply in all respects with University Theatres' Conditions of Hire Signed: (Hirer) Date (Venue manager) Signed: **Date**

### **Conditions of Hire**

Please read these Conditions of Hire carefully and sign each page.

#### 1 ROOKING

- 1.1. Applications for hiring premises for the performing arts shall be made to the Manager of the University Theatres on the Venue Hire Contract and Booking Form supplied by the office of the University Theatres.
- 1.2. The University may require the hirer at any time to supply a detailed written description of all activities to be conducted on the premises during the period of hire.
- 1.3. The booking will not be considered effective by the University until:
  - 1.3.1.the specified deposit when applicable is received by the University and;

#### 2. CHARGES AND DEPOSITS

- 2.1. The charges payable by the hirer shall be those set by the University from time to time and will be those in force at the time of the hirer's use of premises.
- 2.2. The hirer shall pay to the University such deposit, and at such time, as the University specifies.
- 2.3. The hirer shall pay the balance of charges at such time as determined by the University.
- 2.4. The hirer will be liable to pay the University a commission on any and all merchandising items that are sold at any University Theatres venue and during the course of any activities that are booked through the University Theatres office.

#### 3. CANCELLATION

- 3.1. Where notice of cancellation is given by the hirer to the University not less than three calendar months before the time for which the premises are booked, such notice must be given in writing and any deposit paid by the hirer shall be refunded by the University.
- 3.2. Where notice of cancellation is given less than three calendar months before the time for which the premises are booked, any deposit paid by the hirer shall be considered by the University to be forfeit.

#### 4. INSURANCE

- 4.1. The hirer shall indemnify and keep indemnified the University against all losses, expenses, liabilities, claims and damages incurred as a result of or arising out of the hiring of the premises whether caused by any act or omission of the hirer, its servants, agents, or invitees.
- 4.2. The hirer will obtain and keep current public liability insurance cover to an amount of not less than \$20,000,000 for each occurrence.

#### 5. PUBLICITY

- 5.1. The hirer shall not issue any advance publicity to the use of the premises before receipt of written confirmation of the hiring by the University as referred to in Clause 1.3.2 of these conditions of hire.
- 5.2. 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 University.
- 5.3. The hirer shall not display any poster or advertisement in any part of the premises or grounds of the University without prior approval from UniversityTheatres management..

#### 6. OBSERVANCE OF LAWS

- 6.1. The hirer shall comply with the provisions of the University of Western Australia Act, the By-laws, Statutes and Regulations of the University, and with the provisions of all Acts and Regulations applicable to the hirer, including the Health Act, the Local Government Act, Sundry Entertainment Act and any Regulations made thereunder and shall indemnify and keep indemnified the University 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.
- 6.2. The hirer shall comply with the Live Theatre & Concerts Award and the Copyright Act with respect to the recording and/or broadcasting of any activities which take place in a venue managed by University Theatres or which is booked through the office of University Theatres.
- 6.3. The hirer shall indemnify and keep indemnified the University against all losses, expenses, liabilities, claims and damages incurred by the University for infringement of copyright arising from the hirer's use of the premises. The University 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.
- 6.4. The hirer shall not admit patrons to the premises in excess of the number of seats available.

Signed:	(Hirer)	Date	
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#### 7. GOOD ORDER

- 7.1. The hirer shall be responsible for the maintenance of good order in and around the premises during the period for which the premises are hired.
- 7.2. The hirer shall comply with any instruction by any officer of the University to the maintenance of good order and compliance with these conditions in and around the premises.

#### 8. DISTINGUISHED VISITORS

8.1 So that University protocols may be observed, the hirer shall give the University advance notice of the attendance at any function of Regal or Vice-Regal visitors, Heads of Government or persons representing them.

#### 9. STAFF

- 9.1. The University will employ, on behalf of and at the expense of the hirer, such front of house and back-stage staff and such parking attendants, fire guards, security and other staff as the University thinks necessary for the purpose of a hiring.
- 9.2. No setting up or dismantling of scenery or lighting shall be carried out by the hirer except in the presence of a member of the staff of the University who is authorised to supervise such activities.

#### 10. ALTERATIONS TO SEATING AND STAGE SETTINGS

10.1. Any alterations of the normal seating or stage setting of any premises shall be made only with the *written* consent of the Manager of the University Theatres and at the hirer's expense.

#### 11. DAMAGE TO PREMISES AND EQUIPMENT

- 11.1. The hirer shall be responsible for leaving the premises clean and tidy at the conclusion of the hiring and the University may carry out at the expense of the hirer such cleaning or other work as may be required to restore the premises to a satisfactory condition.
- 11.2. Excepting fair wear and tear, the hirer shall be liable to the University for any damage to premises, or any fittings, equipment, furniture, carpets or other property therein, which occurs during the period of the hiring.

#### 12. HOUSE SEATS

12.1. When premises are hired, six seats specified by the University shall be reserved without charge for the University's use. Any such seat not claimed by the University before a performance may be sold by or on behalf of the hirer.

#### 13. LIOUOR AND REFRESHMENTS

13.1. The hirer shall not *bring* or sell any liquor, beverage, food or refreshments on any part of the premises hired unless specifically approved by the Theatre Manager or an authorised officer nominated by her/him.

#### 14. RETENTION OF MONIES

14.1. The University may retain any monies paid by the hirer, or received by the University on behalf of the hirer, until the hirer has paid to the University all sums due from the hirer to the University.

#### 15. DISPUTES

15.1. Any dispute between the hirer and the University arising from or in relation to any hiring of premises or from the terms of the Conditions of Hire shall be submitted to arbitration by a person appointed by the Vice-Chancellor of the University and the decision of the arbitrator shall be binding on the hirer and the University.

#### 16. APPLICATION OF THE CONDITIONS OF HIRE

16.1. The university reserves the right to amend or delete any of the conditions of hire as outlined above or to add extra conditions provided that the hirer is notified prior to confirmation of the booking of any changes made to the conditions. The applications of the various conditions may therefore vary from hirer to hirer as the University in its sole opinion considers necessary.

#### 17. TICKETING

- 17.1. Hirers must use either hard tickets provided by University Theatres or BOCS Ticketing Services unless otherwise approved by the Manager of the University Theatres.
- 17.2. Hirers wishing to use BOCS Ticketing Services must organise these ticketing requirements through the Manager of the University Theatres.
- 17.3. The University will pay the balance of BOCS ticketing income to the hirer, after deducting venue costs, as soon as possible after completion of the booking.

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Signed:				(Hirer)		Date	
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