



NOTRE DAME DES MISSIONS PERFORMING ARTS CENTRE (PAC)

AGREEMENT TO HIRE

This Agreement to Hire the PAC is made between:

The Mission Colleges Lower Hutt Trust Board (MCLHTB) (the "Hirer")

AND

NAME: _____ (the "Hiree")

ADDRESS: _____

Contact phone numbers: day _____ evening _____ mobile _____

Area to be hired:

Auditorium (including the Lawson foyer & kitchen): Yes / No

Other areas (upon enquiry): currently unavailable

Period of hireage:

To start at: (time and date) _____

To conclude at: (time) _____

NB: All performances must be completed by 10pm with pack out to be completed no later than 11pm (to comply with Resource Consent).

Nature of hire _____

Security required Yes / No (depending on the nature of the event)

Security to be provided by: _____

The Hirer agrees to hire the specified area/s of the PAC to the Hiree for the period stated above, and in consideration of the rental and bond paid, as shown on the attached Conditions of Hire and subject more particularly to the following terms and conditions.

1. BOOKINGS

1.1 An application to hire the PAC will only be accepted if this agreement has been signed by the Hiree and this agreement is completed in full, to the Hirer's satisfaction, including the provision of all necessary attachments.

1.2 All charges relating to the hireage of the PAC (as set out below) must be paid in full before the start of the hireage. All telephone bookings will be treated as unconfirmed until this Agreement has been signed by the Hiree and the applicable hire charges have been paid. Unconfirmed bookings may be cancelled at any time by the Hirer without notice.

1.3 The Hirer may, at its discretion, refuse any application to hire the PAC.

1.4 Once a booking has been confirmed, cancellation of that booking by the Hiree may result in the forfeiture of all monies paid in respect of that booking, at the discretion of the Hirer.

2. HIRE CHARGES

2.1 Charges for PAC hire are as follows:

Auditorium (incorporates Lawson foyer & kitchen):	\$750+ GST per day (5-14 hours) \$500+GST per half day (<5 hours)
Theatre Manager/Point of contact	\$30+GST per hour (no exceptions)
Hall Hirers Public Liability Insurance (refer to condition 12 of this Agreement):	\$550+ GST per hire (incl \$500 refundable bond)
Cleaning fee	\$150+GST per hire
Other areas required:	currently unavailable
Classrooms, Canteen area etc	currently unavailable
Initial Site visitwith PAC Management	free

Additional consultations/visits must be arranged thru PAC Management – all at your cost.

2.2 The Hiree must pay 50% of the total hireage charge (including GST) in advance to confirm hireage unless this is waived in writing by the Hirer.

2.3 Public Liability Insurance to the value of \$5 million must be in place for every Hire of the PAC. Where a Hiree does not have such insurance cover, a 'Hall Hirer's Liability Insurance' must be purchased from the Hirer. This policy insures the Hiree for losses accrued (*please refer to condition 12 of this Agreement*).

24 Charges for the use of additional items such as technical equipment or chattels will be included in consultation with the Hirer's representative. Such charges will be agreed between both parties before the Hire commences and must be paid in accordance with 2.2 above. Full details of these charges are set out in the Appendix attached to this Agreement

3. RESTRICTIONS ON USE OF THE PAC

3.1 The PAC must not be accessed prior to the start time and date as stated on the front page of this Agreement.

3.2 The PAC must be vacated by 11:00pm on the date as stated on the front page of this Agreement.

3.3 Any setting up, packing up and cleaning must take place within the time of the hireage as stated on the front page of this Agreement. There is absolutely no access available to the PAC and the College grounds at times other than as stated in this Agreement, without the prior written approval of the Hirer.

3.4 Under no circumstances may decorations, scenery or any other item be attached to or hung from walls, ceilings or curtains or otherwise attached to the PAC. Such items are only permitted if self-supporting and must be removed prior to the end of any period of hire.

3.5 The use of confetti or similar material is prohibited.

3.6 **All College buildings and grounds, are non-smoking areas.**

3.7 Any extra electrical equipment that is to be used or installed by the Hiree must have prior approval from the Hirer.

3.8 No equipment, goods or furniture, which is not the property of the Hiree is to be removed from the PAC.

3.9 The Hirer accepts no responsibility for the reception or safe custody of any goods or furniture delivered to the premises by or on behalf of the Hiree. The safety and security of any such goods and furniture or any other chattels of the Hiree shall be at the sole risk of the Hiree.

3.10 Where the Hiree intends alcohol to be sold or consumed within the PAC during the period of hire, this must be agreed to by the Hirer prior to the event. **If alcohol is to be consumed, the Hiree must attach a copy of its liquor licence to this agreement.** If no such licence is held by the Hiree, no alcohol may be brought onto, or consumed on any part of the College grounds, or within the PAC.

3.11 Any use of the premises by the Hiree must be reasonably suitable for the premises and compliant with the Resource Management Act and Hutt City Council District Plan. The Hirer gives no warranty as to suitability or otherwise of the premises for any proposed use by the Hiree.

3.12 The Hiree shall not bring onto or store within the PAC or the College grounds any goods or things of an offensive, noxious or dangerous nature, or of a weight, size or shape as is likely to cause damage to the PAC building or any surfaced area within the PAC building, and shall not allow any act or thing to be done which may be a nuisance, disturbance or annoyance to the Hirer or any other person.

3.13 Breach of any of Conditions 3.1 to 3.12 above may, at the Hirer's discretion, result in the loss of all the hireage charges paid by the Hiree to the Hirer including the deposit, the hire being terminated and function closed, a refusal to accept future bookings and additional charges being incurred by the Hiree.

4. CONDUCT

4.1 The Hiree shall be responsible for the conduct of all people it has invited to the PAC and shall cooperate with the Hirer and comply with any such directions as may be made prior to, or during, any hireage of the PAC. The Hirer accepts no responsibility for the conduct of the Hiree or its invitees.

5. SUB-HIRING

5.1 The Hiree is prohibited from sub-hiring any part of the PAC without the prior written permission of the Hirer.

6. HEALTH & SAFETY

6.1 The Hiree acknowledges their health and safety responsibilities under the Health and Safety at Work Act 2015 and other related legislation. In particular, the Hiree will:

(a) behave in a manner that does not cause harm to themselves or any other person.

(b) where possible take immediate steps to eliminate, minimise or isolate any hazard that may arise in the areas of the PAC hired;

(c) report any such hazard to the Hirer as soon as possible.

(d) report any accidents or incidents that may occur to the Hirer immediately if a representative of the Hirer is on site, or otherwise within 24 hours of the completion of hire.

Fire safety information and emergency procedures are displayed on cards in each room and in the foyer of the PAC building. There are fire alarms (of the "break glass" type) at many different

locations throughout the building. The Hirer agrees to familiarise itself and comply with this information and these procedures.

7. STATE OF THE FACILITIES AND THE COLLEGE GROUNDS

7.1 The PAC and College grounds will be inspected by PAC Management after each hire.

7.2 The PAC is to be left in as clean and tidy a condition as possible. All weekday hirers are expected to ensure the PAC is left in the state in which it was found and all weekend hires will be charged a fee of \$150+GST, to ensure our regular Sunday hirer is not disadvantaged.

7.3 Any damage or loss discovered during such an inspection will be the sole responsibility of the Hiree. The Hirer reserves the right to charge the Hiree for making good any such loss or damage. Should loss or damage occur which exceeds the hall hirers liability insurance excess, the Hiree will be liable for the full cost of the loss or damage.

7.4 The Hiree will be charged a cleaning fee of \$150+GST per hire to ensure the facility & surrounds are fit for use the next day.

8. HIRER'S ACCESS

8.1 Representatives of the Hirer shall have full access to the PAC at any stage during any period of hire covered by this Agreement, subject to school operating hours.

9. SAFETY AND SECURITY

9.1 The Hirer will provide PAC Management to ensure all equipment is being used in a correct & respectful manner, to provide emergency medical assistance (if required) and to ensure the safety of all patrons.

9.2 All electrical appliances, lights and fans must be switched off and all doors and windows must be securely locked when the PAC is vacated by the Hiree.

9.3 The Hiree must check all exits before leaving the PAC.

9.4 Any Hiree setting off any alarm at the PAC or elsewhere on the College property will be responsible for the payment of a monitoring call-out fee (currently \$150+GST) to re-set the alarm.

10. DISPUTES

10.1 In the event of any dispute or difference arising as to the meaning or interpretation of any of these conditions, or as to any matter or thing contained therein, the decision of the Hirer shall be final and conclusive. Any engagement of any kind shall be subject to the terms and conditions

of this Agreement. Accordingly, it shall be taken that the Hiree is aware of all the terms and conditions of this Agreement.

11. INSURANCE

11.1 It is the Hiree's responsibility to obtain, hold and pay for Public Liability Insurance of a minimum of \$5,000,000 for the duration of the period hire of the PAC. **A copy of the Hiree's insurance certificate must be attached to the signed Agreement.**

11.2 Where the Hiree does not hold Public Liability Insurance, 'Hall Hirer's Liability Insurance' cover must be purchased from the Hirer. This will provide insurance cover of up to \$5,000,000.

11.3 An excess of \$500 for each occurrence resulting in loss or damage must be paid by the Hiree and will be refunded after the event if not required.

11.4 MCLHTB has an Insurance policy for the plant and chattels with VERO LTD to the value of \$5,000,000.

11.5 Where Hiree's purchase Hall Hirer's Liability Cover from the Hirer, a certificate of currency must be countersigned and attached to the Hire Documentation.

The certificate is as follows:

Hall Hirer's Liability Insurance Cover

Between MCLHTB (the "**Hirer**")

And

NAME: _____ (the "**Hiree**")

ADDRESS: _____

Phone number: day _____ evening _____ mobile _____

Signature: _____

The party above signed will purchase a Hall Hirer's Liability Insurance cover from the Hirer. The Hall Hirer's Liability will provide insurance cover of up to \$5,000,000 for any one occurrence resulting in damage or loss during the Hire of the PAC.

11.6 A bond to cover the excess of \$500 must be paid by the Hiree and will be refunded if no damage/loss is incurred during the period of Hire of the PAC. This is to be paid in advance as part of the Hireage Contract & will be refunded if not required.

*The provisions of the Hall Hirer's Liability policy beyond those stipulated in this document can be found in the Terms and Conditions of the Insurance Policy held by the Hirer.

Insurance Certificate Holder **HO LPL 6096608**
Client Number **6030584**
Insurance provided by **VERO LTD**
Insurance Excess (refundable): \$500+GST

12. ACCEPTANCE OF HIRE

12.1. Hireage contract is signed and received by the PAC Administrator.

12.2. Site visit to determine technical and room requirements is arranged.

12.3. A quotation is produced and sent to the Hiree.

12.4. Confirmation of a Hire is conditional on the receipt of a signed contract and all required attachments, including; a Certificate of Currency for Public Liability Insurance or a signed acceptance of Hall Hirer's Liability Insurance purchased from MCLHTB; and (if applicable) a licence to sell and/or consume alcohol. The contract will be countersigned by an agent of the Hirer (usually the PAC Administrator).

12.5. The Hire is not confirmed until 50% of the full hireage fees are paid via direct credit to:

Mission Colleges Lower Hutt Trust Board
ASB Lower Hutt – A/c No. 12 3142 027 1889 02

Reference- PAC Bookings (Please include your organisation's name and our Quotation reference when making payment.).

12.6 The balance of the hire is to be paid no later than one week before the date of hire.

I/We have read and agree to comply with all the terms and conditions of this Agreement. I/We have attached a copy of our Public Liability Insurance Policy (11.1 refers) and (if applicable) our Liquor License (3.10 refers).

Authorised person responsible for the hire of the PAC

Name: _____ Address _____

Telephone Contact: Day _____ Night: _____

Signature _____ Date: _____

Principal/PAC Administrator, for and on behalf of MCLHTB:

Name: _____ Signature: _____

Date: _____

APPENDIX

CHARGES

Basic Charges (refer to Condition 2)

The fees and charges for Hire of the PAC are subject to review and any additions to the basic provision of service/theatrical equipment or Hire period are negotiated by the PAC Administrator and entered into the front page of the Agreement to Hire before the hire commences.

Additional charges for use of Technical Services / Equipment etc:

Theatrical Lighting

Use of the current theatre lighting infrastructure includes consultation with your preferred technician to develop a configuration and lighting plan, rigging and provision of advice around operation and cueing.

- Provision of basic stage wash in white is charged at **\$100 per event**.
- Lighting configuration, rigging and technical rehearsal is charged to you by your provider.
- LED colour lighting can be hired from PAC Management for **\$200 per event**

Additional lighting requirements must be authorised through the Theatre Manager and will require a technician to be onsite for installation and tech rehearsal.

- Oversight of any additional theatre lighting including configuration, rigging, testing and technical rehearsal will be charged to you by your provider.

Audio visual

The projectors in the PAC are controlled via a laptop. If a laptop is to be supplied by the Hiree this must be tested by the onsite technician.

- Use of the venue laptop and projectors is charged at **\$200 per event**.
- Additional projectors, screens and cabling requirements need to be checked and approved by our onsite technician.
- AV installation, cabling and technical rehearsal is charged to you by your provider.

PA and Microphones

The use of the current PA structure includes microphones and audio lines out for CD/Mp3/internet source playback.

- Basic PA is charged at **\$100 per event**
- Full PA including foldback speakers and sub can be provided at a charge of **\$250**.
- Oversight of additional audio requirements including installation, testing and technical rehearsal is charged to you by your provider.
- Operation of audio where this is required during events is at your cost.
- Wireless microphones can be provided at **\$50 per unit**.

Wireless Internet access

A token can be purchased for access to the College Guest Network for **\$50 per event**.

Commercial Cleaning

All weekend hirers will be charged for commercial cleaning at **\$150+GST** (subject to change). Additional costs may be deducted from the Bond if required.

BOOKINGS and ENQUIRIES

To make a booking, to arrange a site visit or if you have any enquiries regarding the Notre Dame des Missions Performing Arts Centre at Sacred Heart College, contact:

pacadmin@sacredheartcollege.school.nz

Effective date of document 12 September 2019