



NOTRE DAME DES MISSIONS PERFORMING ARTS CENTRE (PAC) AGREEMENT TO HIRE

The 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: _____ Mobile: _____

Contact email address: _____

Areas to be hired (please tick all that apply):

- Auditorium
- Lawson Foyer (for anything other than an entry point e.g. café style set up)
- Kitchen
- Classroom (s)

Period of hire:

Start date: _____ Start time: _____

End date: _____ End time: _____

Note: End time must be no later than 10pm with pack down and exit completed by 11pm.

Description of hire/event: _____

Please carefully review the following conditions:

1- Bookings:

- a. 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.
- b. All charges relating to the hire of the PAC (as set out below) must be paid in full before the start of the hire. All telephone bookings will be treated as unconfirmed until this agreement has been signed by the Hiree and the applicable charges have been paid.
- c. The Hirer may, at its discretion, refuse any application to hire the PAC.

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

2- Hire Charges (excluding GST):

- a. Charges are as follows:

Auditorium	\$750 full day (more than 5 hours)
	\$500 half day (less than 5 hours)
Classroom	\$100
Supervision (compulsory)	\$35 per hour
Hall Hirer's Public Liability Insurance	\$550 (includes refundable bond of \$500)
Basic Lighting	\$100
Basic Sound	\$100
Projector use	\$200
Managed Lighting and Sound	\$200 + \$65 per hour for supervision
Cleaning Fee	\$250+ depending on hire requirements
Additional equipment	Available upon request

- b. The Hiree must pay 50% of the total hire charge (including GST) in advance to confirm the hire.
- c. 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 Public Liability Insurance" must be purchased from the Hirer – at \$50 per day as per above charge table (2a). This policy insures the Hiree for potential losses accrued.
- d. Charges for use of additional 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 2b above.
- e. Review the appendix for further information on definitions referred to in above table.

3- Restrictions on use of the PAC

- a. The PAC must not be accessed prior to the start time and date as stated on the front page on this agreement.
- b. The PAC must be vacated by 11pm on the date as stated on the front page of this agreement.
- c. Any setting up, packing up and cleaning must take place within the time of the hire 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.

- d. 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 the hire period.
- e. The use of confetti, glitter or similar material is prohibited.
- f. All college buildings and grounds are non-smoking areas.
- g. Any extra electrical equipment that is to be used or installed by the Hiree must have prior approval from the Hirer.
- h. No goods, furniture or equipment which is not property of the Hiree is to be removed from the PAC.
- i. 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 goods and furniture or any other chattels of the Hiree shall be at the sole risk of the Hiree.
- j. 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.
- k. 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.
- l. 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.
- m. Breach of any of Conditions 3a to 3l above may, at the Hirer's discretion, result in the loss of all the hire 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:

- a. 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 hire of the PAC. The Hirer accepts no responsibility for the conduct of the Hiree or its invitees.

5- Sub-Hiring:

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

6- Health and Safety:

- a. 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:
 - i. Behave in a manner that does not cause harm to themselves or any other person.
 - ii. Where possible take immediate steps to eliminate, minimise or isolate any hazard that may arise in the areas of the PAC hired;
 - iii. Report any such hazard to the Hirer as soon as possible.
 - iv. 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.
- b. 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:

- a. The PAC and College grounds will be inspected by PAC Management after each hire.
- b. The PAC is to be left in as clean and tidy a condition as possible. A cleaning fee of \$250 minimum will be charged to every Hiree unless they guarantee to provide their own cleaning services. Additional fees may be incurred if self-cleaning parties do not meet the cleaning standards. The PAC must be left in the same state as it was found if self-cleaning.
- c. 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.

8- Hirer's Access:

- a. Representative of the Hirer shall have full access to the PAC at any stage during any hire period covered by this agreement.

9- Safety and Security:

- a. The Hirer will provide PAC Management to ensure all equipment is being used in a correct & respectful manner.
- b. There is an AED in the PAC foyer, however it is the Hiree's responsibility to provide emergency medical assistance (if required) and to ensure the safety of all patrons.

- c. 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.
- d. The Hiree must check all exits before leaving the PAC.
- e. 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 of \$250+GST to re-set the alarm.

10- Disputes:

- a. 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:

- a. 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.
- b. 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.
- c. An excess (bond) 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.
- d. MCLHTB has an Insurance policy for the plant and chattels with VERO LTD to the value of \$5,000,000.
- e. 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: _____

Signature: _____

The party signed above 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.

- f. 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 Hire Contract & will be refunded if not required.
- g. 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

Provider: VERO LTD

Insurance Excess (refundable): \$500+GST

12 – **Acceptance of hire:**

- a. Hire contract is signed and received by the PAC Administrator.
- b. Site visit to determine technical and room requirements is arranged – if required. This must be requested by the Hiree.
- c. A quotation is produced and sent to the Hiree.
- d. 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).
- e. The Hire is not confirmed until 50% of the full hire fees are paid via direct credit to:
Mission Colleges Lower Hutt Trust Board
ASB Lower Hutt – A/c No. 12-3142-0271889-02
Reference: PAC Booking (Please include your organisations name and our quotation reference when making payment).
- f. 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 terms and conditions of this agreement. I/We have attached a copy of our Public Liability Insurance Policy, and if applicable, our Liquor Licence.

Authorised person responsible for the hire of the PAC:

Name: _____

Address: _____

Phone: _____ Email: _____

Signature: _____ Date: _____

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

Name: _____

Signature: _____ Date: _____

APPENDIX:

Supervision:

Our PAC Manager will be onsite upon arrival of the Hiree and exit of the Hiree. The PAC Manager will then be available for the duration of the hire on an "on-call" basis. If you require any assistance, you can call them back to site. If you require a more hands on approach, the supervision fee can be paid at \$65 per hour and our PAC Manager can remain on site for the duration of the hire.

Basic Lighting:

This package is designed to meet the minimum lighting requirement for most events and includes the use of the stage lighting bars, waylines and dimmers to create a basic stage wash in white and specials where required. In this package you will have access to the following lighting features:

- Theatrelight 48 Channel Scenemaster control desk
- 2 x 12-way Digital Dimmer Packs
- 5x 1535 1000-watt Pacific profiles
- 12x 1200w PC with barn doors
- 10x full colour LED Par Cans (R, G, B & W)

Prior to your arrival the PAC Manager will position the lighting to be able to provide:

- Full stage wash in combinations of open white, red, green, or blue.
- Profile spots to allow a lectern or MC position to be well lit from the front left and right with key light from behind.

Please note: *Any requirements to move the stage lighting from the basic pre-set positions can only be delivered by the venue lighting technician and will be charged at the \$65 per/hour rate.*

Basic Sound:

This package is designed to meet minimum audio requirements for most events and includes the use of the following audio equipment:

- JBL line array in-house sound system.
- Behringer X32 Mixing Desk.
- 1x wired/wireless microphone.
- 1x microphone stand (full size short boom or table style).
- 1x 3.5mm mini-jack cable

The PAC Manager is available to support you in setting up any Basic Sound equipment and can also provide basic training in its use if required.

Managed Lighting and Sound:

Our in-house lighting and sound technician can be made available upon request at the rate of just \$65 per/hour. They are more than happy to point, focus and colour the lighting for you. They can also programme and run the lighting and sound desk to be able to manage any audio and lighting needs during rehearsals and the show should your event require this level of detail.