

## GENERAL TERMS AND CONDITIONS OF HIRE

### Event and Hire of Venue

- 1) The Hirer shall be responsible for the behaviour of all occupants and patrons on the premises during the period of hire.
- 2) **Health and Safety:** The Theatre Management will provide a House Manager during times when the Theatre is open to the general public. The House Manager will be responsible for the Health and Safety of all occupants and patrons and all decisions and instructions from the House Manager will be complied with by the Hirer at all times.
- 3) **Hours of Hireage:** The standard length of a day's hire is 8 hours, not beginning before 10am and not concluding more than one hour after the finish of performance, unless prior arrangements have been made with the Theatre Management. Additional hours in the Theatre complex may incur additional fees.
- 4) **Licences and Permits:** The Hirer must at the Hirer's expense obtain all licenses, permits and consents that may be required for the Event and, upon request, the Hirer will provide the Theatre Management with copies of these documents. In addition, the Hirer will obtain the relevant authorisation in relation to use of any third party intellectual property and will not use the Venue for the public performance of any literary, dramatic, musical or other work or entertainment in breach of copyright.
- 5) The Hirer is responsible for ensuring that after the conclusion of hire the Theatre is returned to standard rigging.
- 6) The Hirer acknowledges that the Theatre Management may refuse admission to any person who behaves in a manner that is likely to cause danger or annoyance to other members of the public or damage the reputation of the Venue or the Theatre Management. In which case the Hirer indemnifies the Theatre Management to the fullest extent permitted by law for any claims that may be made against the Theatre Management as a result of such action.
- 7) Flammable items and materials are not permitted in the Venue or its immediate environs. The entire Venue is strictly a No Smoking Venue and the Hirer must strictly enforce this policy and the requirements of the Smoke Free Environments Amendment Act 2003 and any future amendments.
- 8) During the Hire Period, the Hirer shall ensure that its employees, contractors and agents comply with all applicable statutes, bylaws and rules of conduct for the Venue and any directions of Theatre Management and that they do not do or omit to do anything that may cause the Hirer to be in breach of their obligations under this Agreement. This includes meeting all Palmerston North's current requirements of the City's Fire Prevention By-Laws. Theatre Management will have a copy to be viewed.
- 9) Sub-letting of the Venue is not permitted.

## Booking Confirmation and Policy

- 10) No hire can be confirmed until the Quote provided by the Theatre Management has been accepted in writing by the Hirer.

## Ticketing Policy

- 11) No obligation is placed on the Hirer to use the Globe Theatre's in-house ticketing system and Box Office facilities. However, Hirers who do not use this service will:
  - Not receive the relevant reduction to their hireage fee.
  - Need to fully administer ticketing and provide any materials, cash float and staffing necessary for door sales.

The Globe Theatre Eftpos terminal will not be available for Hirers not using the in-house ticketing system.

- 12) The Globe Theatre adds a small surcharge to the ticket price advised by the Hirer in order to meet the administration and physical costs of the Ticketing System. This surcharge is paid by the ticket-buyer at point of sale and is subject to change.
- 13) A total 10% worth of the house in printed ticket stock will be made available without cost to the Hirer for use as Complimentary Tickets or Outside Sales, as long as the Hirer is using the Globe Box Office service for the remainder of their ticketing.
- 14) Usage of Grabone and other external sales outlets must be discussed with the Theatre Management and approved on a case-by-case basis. A per-ticket fee of not more than the standard ticketing surcharge may be sought from the Hirer for each ticket sold externally.
- 15) Cancellations and Refunds: in the event of a cancellation, it is the Globe Theatre Management's position to keep good faith with its patrons and refund the total ticket monies paid by them, including the ticketing surcharge. The Hirer may be liable to the Globe Theatre for the refund of all or part of the total surcharges received at time of cancellation.

## Venue Hire Fee

- 16) The Hire Fee covers hire of the specified area only. Any Services provided by the Globe Theatre will be included in the Services Fee, to be paid in addition to the Venue Hire Fee.
- 17) The Hirer will pay the Globe the balance of the rental within 14 days of issuance of invoice, unless the Globe's in-house ticketing system is used. In this case, rental and other fees will be deducted from ticket sales and the balance transferred to the Hirer by bank transfer within 72 hours, unless otherwise arranged.

## Other Charges

*In addition to the Venue Hire Fee and the Services Fee, the Hirer will be charged for any:*

- 18) Damage to the Venue or theft of any of the Theatre Management's property from the Venue during the Hire Period caused by the Hirer or arising from the Hirer's lack of care or any other breach of these Terms and Conditions. The Hirer may inspect the Venue with the Theatre Management prior to the

Commencement Date of the Hire Period to take note of any existing damage

- 19) Extra cleaning, rubbish removal, repair or reinstatement of the Venue that the Theatre Management reasonably considers is required after the Event beyond the costs detailed in the Agreed Quote
- 20) Services provided by the Theatre Management in addition to the Services that the Hirer requires or uses or which the Theatre Management considers necessary for the safe and efficient conducting of the Event;
- 21) Hour or part thereof that the Hirer continues to occupy the Venue after the End Date of the Hire Period
- 22) Costs, expenses or losses incurred by the Theatre Management as a result of a breach or non-observance of these Terms and Conditions by the Hirer, its employees, contractors, agents or invitees. These include, but are not limited to, damages, theft, breakages, removal of equipment belonging to the venue or misuse of fire-extinguisher/s during the term of hire.
- 23) All extra charges will be itemised and included on the final invoice.

### **Overdue and Unpaid Amounts**

- 24) The Hirer must pay all invoices on the dates indicated and where the Hirer fails to pay all amounts on time, the Theatre Management may cancel the Hirer's booking.
- 25) The Theatre Management may charge interest for late payment on all amounts due under this Agreement, calculated daily at the rate specified in the Specific Terms, from the due date until the date that the Theatre Management receives payment in full of those amounts.
- 26) The Hirer will be responsible for all costs and expenses (including debt collection fees and legal fees) to recover any overdue amount. The Hirer will be responsible for all costs and expenses trying to recover any overdue amount from the Hirer including administrative costs of either 15% of the overdue amount or \$300.00 whichever is less.

### **Food or Beverage**

- 27) Except where expressly provided elsewhere in the Agreed Quote and Hire Enquiry Form, the Hirer must not bring any food or drink into the Venue and must not remove any food or drink from the Venue except where prior arrangements have been made with the Theatre Management. In any event the Theatre Management will not be liable in relation to any food once it has been removed from the Venue.

## Definitions and Interpretation

- 28) 'Areas' means the designated space of the Globe Theatre as stated in the Hire Enquiry Form
- 29) 'Event' means the specific event as specified in the Hire Enquiry Form
- 30) 'Hire Period' means that period which the Hirer will hire the venue as specified in Hire Enquiry Form
- 31) 'Hirer' means the person named as Hirer in the Hire Enquiry Form
- 32) 'Payment Terms' means the terms detailing payment arrangements as per the Terms and Conditions
- 33) 'Other Charges' means the charges payable by the Hirer in addition to the Venue Hire Fee and Services Fee that have not been specified in the Agreed Quote
- 34) 'Terms and Conditions' means these General Terms and Conditions
- 35) 'Ticketing System' means the Globe Ticketing system for selling tickets for an Event or otherwise offering entry to an Event, either to the general public or a selected group of persons
- 36) 'Theatre Management' is the entity named as the Globe Theatre Trust Board, its Trustees, employees or representatives.
- 37) 'Venue' means the Globe Theatre and includes the specified Areas for hire in the Hire Enquiry Form