

UNIVERSITY OF OTAGO HIRE OF LECTURE THEATRES

TERMS AND CONDITIONS

1. DEFINITIONS

In this agreement, unless the context clearly states otherwise, the following definitions apply:

“the Hirer”	the person or organisation hiring the Venue
“the Venue”	the Theatre(s)/Room(s) being hired
“the Period”	the date(s) and time(s) identified on the attached booking sheet
“the Function”	the event being held within the Venue
“the Cost”	the price of hire of the Venue
“Extras”	equipment and/or personnel required by the Hirer over and above standard requirements
“the Liaison”	the University appointed nominated liaison person
“the Schedule”	the section of the Hire Agreement which details the specifics of the agreement (see page 7)

2. USE OF THE VENUE

- 2.1. This Agreement entitles the Hirer to use the Venue during the Period identified on Item 1 of the Schedule.
- 2.2. The Standard Furniture and Equipment stated in Item 2 of the Schedule will be available to the Hirer.
- 2.3. A Liaison, named in Item 5 of the Schedule, will be available to finalise all necessary requirements prior to the Period.
- 2.4. The University will have on duty, available for general assistance to the Hirer during the Period, ONE Duty Technician. This technician will hold all necessary keys and supervise the Function and access to the Venue. The Duties and responsibilities of the “Duty Technician” are outlined in APPENDIX 1. Additional specific assistance must be arranged prior to the Period by the Hirer and will incur additional costs.
- 2.5. Any re-arrangement of the Venue may be undertaken only as approved by the University and if to be made prior to the Function can only be undertaken at agreed times that do not impact on the University’s teaching programme.
- 2.6. If the Function continues beyond the agreed finish time, regardless of whether it has the approval of the Support Technician, the extra time will be charged for at the Cost stated in Item 6 of the Schedule. One working day’s notice is required when requesting a booking to be extended later than the booked time.
- 2.7. The Hirer agrees that this Hire does not authorise them to interfere in any way with the normal teaching programme of the University. The Hirer must inform the Liaison of any changes made to the Venue. All equipment and furniture must be returned to its original layout any time that it is to be used for University purposes during the Period and at the end of the Function. Most Venues have a room layout diagram on their notice board detailing the standard furniture layout.
- 2.8. Refer to Appendices regarding access to Mary Hopewell catwalk (APPENDIX 2) or Auditorium ceiling space (APPENDIX 3) if applicable to booking.
- 2.9. The Hirer is not able to have any equipment, hired or otherwise, delivered to the Venue prior to the beginning of the Period. All equipment must also be removed from the Venue at the end of the Period. Any early deliveries will be turned away and items that remain after the Period will be removed by the University and the Hirer will be charged for their removal and storage.
- 2.10. The Hirer may not display any promotional or informational material in publically accessible areas within the Venue without approval by the University.

INITIAL:

3. SOUND AND LIGHTING

- 3.1. The Hirer acknowledges that any sound and lighting changes can only be undertaken after prior consultation with the Liaison and are subject to the approval of the University.
- 3.2. Any person working on lighting must have completed, and show evidence of, a Working at Height health and safety course.
- 3.3. The University reserves the right to nominate Sound and Lighting Technicians if the Hirer is unable to provide these and will charge for their services.
- 3.4. In all Venues, the Support Technicians do not set up, install or operate other sound or lighting systems.
- 3.5. The Venue sound system is for lectures only and not for shows. Other sound systems or speakers are not to be connected to it. Any damages to the sound system will result in the Hirer being charged for the cost of repairs.
- 3.6. Hirers requiring a more powerful sound system will need to make their own arrangements using a University Approved or Compliant Contractor.
- 3.7. Some Venues come equipped with microphones. Provision of extra microphones is the responsibility of the Hirer.

4. AUDIO-VISUAL

- 4.1. Support Technicians will assist in setting up laptops or other A/V sources but software compatibility issues are the responsibility of the user/owner.
- 4.2. On no account should removable lecterns be removed by anyone other than a lecture theatre technician.
- 4.3. Use of piano in any Venues must be requested at the time of booking. We recommend that you test the piano prior to the event to ensure that it is in tune. Any requests for piano tuning must be directed to lecture.theatres@otago.ac.nz.

5. CATERING

- 5.1. Catering requirements are the responsibility of the Hirer, and must be approved by the University.
- 5.2. The University Union is the only catering provider to be used for Functions within the University.
- 5.3. Under no condition is food and/or drink to be taken into or consumed in any theatre. The only exception is water in sip bottles; presenters may also have a glass and a carafe of water.
- 5.4. In accordance with current liquor legislation, the Hirer must ensure that the laws governing the sale and/or supply of liquor are adhered to. If the Hirer wishes to make available liquor for sale and/or supply, they must either obtain a special licence for the event or ensure it is otherwise covered by an applicable licence.
- 5.5. All student social Functions involving the use of alcohol must adhere to the conditions of the University's policy regarding alcohol at student Functions.
- 5.6. In consideration for the Support Technician providing support over their normal tea break and/or lunch break, the Hirer may give permission for them to partake of any food and/or drink remaining after the delegates have finished their meal break. Permission regarding this will be listed in Item 4 of the Schedule.

INITIAL:

6. HIRER'S OBLIGATIONS

- 6.1. The Hirer is required by the University to give the Liaison a daily timetable of events including, but not limited to: set up, practice sessions, main events, clean up, delivery and pick up dates and times of hired equipment.
- 6.2. The Hirer must not do anything that causes damage to the Venue and must leave the Venue in the same condition after the Function as it was prior to the Period. In particular the Hirer acknowledges that no fittings or decorations are to be fixed to the building walls in any way which may leave marks. The Hirer shall consult the University with regards to the setting up of decorations and equipment for the Function.
- 6.3. The Hirer must adhere to any written University instruction to include on advertising or other materials associated with their event (i) a disclaimer stating University independence from the Function and/or the Hirer, and/or (ii) information about the organisation(s) supporting the Function. University logos or branding may not be used by external hirers without permission.

7. HEALTH & SAFETY

- 7.1. To comply with fire regulations the legal capacity of the Venue, listed in Item 1 of the Schedule, shall not be exceeded under any conditions. In particular, it is the responsibility of the Hirer to ensure that no extra seats are brought in, and that attendees are not permitted to sit or stand in the aisles during the Function. If appropriate, the University will ask for ticket and seating plans to be supplied and may require the use of tickets in order to ensure fire regulations are not broken.
- 7.2. At no time are the Fire Exits to be blocked.
- 7.3. The Duty Technician is the Health and Safety Officer. However the Hirer will need to make themselves familiar with evacuation routes and points of assembly for the Venue as the Duty Technician will not always be in the Venue. The Hirer must designate their own First Aid Officer and Fire Wardens and supply these names and contact details, along with any qualifications, to the Liaison.
- 7.4. Any accidents which occur during the Function must be reported to the Health and Safety Officer.
- 7.5. In the event of an accident of a serious nature, the Health and Safety Officer must be notified immediately.
- 7.6. Any portable electrical appliances being brought onto University premises must be tested and tagged in accordance with AS/NZS 3760:2010 – *In-service safety inspection and testing of electrical equipment*.

8. EXTRAS

- 8.1. Any Extras required by the Hirer are to be listed in Item 3 of the Schedule and shall incur additional charges to the Cost of the hire.
- 8.2. APPENDIX 1 details the standard responsibilities of the Support Technician. Any duties over and above this must be negotiated as Extras.
- 8.3. The Hirer will give the Liaison as much notice as possible, but at least two weeks' notice, regarding additional Extra requirements above and beyond those detailed in Item 3 of the Schedule.

9. CLEANING

INITIAL:

- 9.1. When the Period of the hire of the Venue means that cleaning staff have to be employed at penal rates, the penal rate will be paid by the Hirer.
- 9.2. Where use of the Venue results in extra cleaning time required (including but not limited to carpet cleaning) an itemised account of the extra costs will be given to the Hirer who is liable for payment of these costs.

10. PAYMENT

- 10.1. The cost for hire of the Venue covered by this Agreement is stated in Item 6 of the Schedule.
- 10.2. The amount recorded in the University's invoice will be the balance of the Cost plus any extras charges payable by the Hirer. This is to be paid by the 20th of the month following the invoice.
- 10.3. The Hirer is liable for any costs associated with recovering overdue payments, including legal costs.
- 10.4. The University reserves the right to request the Hirer to supply personal or other guarantors who will be equally liable for payment of any charges in relation to the Hirer's obligations under this Agreement.
- 10.5. Event organisers will be charged for any additional costs incurred by the University as a consequence of the event requiring additional security, additional cleaning and/or repair of damage caused. The costs will be charged to the cost centre provided by the event organiser if internal, or directly to the event organiser if external.
- 10.6. If sufficient notification of a booking cancellation is received, a refund will be given as follows:
 - Prior to five working days before an event, a full refund will be given
 - Between five working days and two working days prior to an event, a 50% refund will be given
- 10.7. If a cancellation is received less than two working days prior to an event, booking fees will not be refunded.

11. UNIVERSITY'S RIGHTS

- 11.1. The University may refuse admission to the Venue to any person:
 - a) who does not have a ticket; or
 - b) who is intoxicated; or
 - c) who is behaving in a way that, in the reasonable view of the University, puts the safety of others at the Function, or the University's property at risk; or
 - d) when the seating capacity of the Venue has been exceeded.
- 11.2. The University may cancel this Agreement and/or close down the Function at any time if:
 - a) there has been a breach of the terms of this Agreement by the Hirer; or
 - b) information provided by the Hirer about the Function is found to be inaccurate or misleading; or
 - c) the capacity of the Venue has been exceeded and the Hirer is unable or unwilling to reduce the numbers to comply with the Fire Regulations; or
 - d) if liquor is brought into the Venue by any persons attending the Function; or
 - e) the University is satisfied that the Function involves or may involve unacceptable risk of harm to any person or property or to the University's reputation.

INITIAL:

- 11.3. If this Agreement is cancelled or the Function is closed down under 11.2, any refund of the booking fee, whether full or partial, will be at the discretion of the University (a refund will not normally be given for an event which is closed down, cancelled within two working days of its scheduled date, or in respect of which the University considers the booking to have been in any way misleading).
- 11.4. The University reserves the right to substitute, at any time up until four days before the Function, an alternative suitable venue within the University's campus for the Venue if deemed necessary. In the event that the new venue is subject to a lower Cost, the amount payable by the Hirer will be reduced. The Cost will not be increased due to a substitution made or required by the University, unless this is due to the Hirer's requirements.

12. LEGAL RESPONSIBILITY

- 12.1. The Hirer is liable to pay, in addition to all charges incurred, any costs arising from damage to University property, this includes the cost of any extra cleaning or other services arising from the use of the Venue. Without limitation, the Hirer's liability shall also include any loss of income suffered by the University due to the inability to hire the Venue to subsequent hirers due to damage caused during the Function.
- 12.2. The University is not liable for any loss, including consequential loss, incurred by the Hirer in connection with the use of the Venue or due to the cancellation or closing down of the Function in accordance with the provisions of this Agreement.
- 12.3. The Hirer indemnifies the University against any loss, damage, action, claim or proceeding that the University may face relating to the Hirer's use of the Venue.
- 12.4. The Hirer acknowledges that it is responsible for ensuring that any film, video or other materials seen or heard by persons in the Venue during the Period may lawfully be seen or heard by those persons. The Hirer is responsible for ensuring that no breaches of copyright or censorship occur. The Hirer indemnifies the University against any claim which may be made against it in relation to any such matter.

13. LEGAL CONSTRUCTION

- 13.1. This Agreement is to be read together with any written correspondence between the Hirer and the University but shall not be modified other than in writing.

14. ARBITRATION

- 14.1. Any disputes that may arise in connection with this Agreement shall be submitted to arbitration in accordance with the Arbitration Act 1996 and its amendments.

INITIAL:

SCHEDULE

This schedule, when duly completed and executed by both parties, comprises an agreement for the hire of facilities on the terms and conditions attached and forming part of the agreement:

BETWEEN: ("the Hirer")

Name: _____

Legal Status: _____
e.g. company, trust, association, individual

Address: _____

Phone/Fax: _____

Email: _____

ALTERNATE CONTACT PERSON

Name: _____

Phone/Fax: _____

Email: _____

AND

THE UNIVERSITY OF OTAGO ("the University")

Item 1. Venue Details including Capacity, Dates and Times (booking sheet attached)

Item 2. Standard Furniture and Equipment (attached)

Item 3. Extra Equipment Requested Below. **Note:** Availability of all extra equipment required should be verified with the Liaison.

Extra Equipment Requested	Location

INITIAL:

SCHEDULE

Item 4. In consideration for technical support during the Support Technician's normal meal breaks

- I do give permission
- I do not give permission
- Not applicable

for them to partake of any food and/or drink remaining after the delegates have finished their meal break.

Item 5. Liaison Name: Phone:

- Note 1:** It is important that this person is contacted a week prior to the event at the latest.
- Note 2:** Name and Contact for the Event Staff will be provided by the Liaison.

Comments: _____

Item 6. The Schedule of Hire Charges (GST Exclusive) may be found on at the following link:
https://www.otago.ac.nz/administration/service_divisions/its/services/teaching-and-research-services/lecture-theatres-and-seminar-rooms-information-for-external-clients

Item 7. Contract Conclusion

Function Name: _____
Booking Date: _____
Booking Sheet Number: _____

SIGNED on behalf of the University by

Name: _____
Please print

Position: _____

Signature: _____

Date: _____

SIGNED for and on behalf of the Hirer by

Name: _____
Please print

Position: _____

Signature: _____

Date: _____

INITIAL:

APPENDIX 1: Additional support

The University will provide, as part of the venue hire, a “Duty Technician” whose responsibilities are as outlined in the paragraph below entitled “Duty Technicians responsibilities”.

Responsibilities of a Duty Technician

The Duty Technician will carry out the following Functions as part of their normal service:

- To check the functionality of all University “Standard Facilities” provided.
- To provide, by adequate prior arrangement, user training and familiarisation with all of the University “Standard Facilities” provided.
- To provide, by adequate prior arrangement, a check for system compatibility between presentation equipment and presentation material.
- To provide, by adequate prior arrangement, a check for system compatibility between all other “Extra Facilities” provided by “The University” or by “Third Parties”.
- To be available “on call” to rectify any faults which may have occurred in any of the University “Standard Facilities” provided.
- To act as first call “health and safety” control officer.
- To act as first call “security” control officer.
- To act as first call for the “University Conference Manager” or designated person.

Responsibilities of a Support Technician

The University will provide, BY PRIOR ARRANGEMENT ONLY, any number of Support Technicians whose responsibilities are as outlined below. Please note that extras charges may apply for this service.

The Support Technicians will carry out the following Functions as part of their normal service:

- To “sit in” on the presentations for the purpose of providing “guidance” in the use of all of the University “Standard Facilities” provided.
- To provide “mouse clicking’ service for PowerPoint presentations.
- To carry mobile microphones to delegates at “question time”.
- To provide tape recordings for any of the presentations.
- To provide photocopy services for any Function-related material or daily “newsletters”.
- To act as “runners” for conference “odd jobs”.
- Any other duties negotiated by **prior arrangement**.

INITIAL:

Non-Technical Support

The following non-technical services may be provided, by adequate prior arrangement, with the parties concerned with provision of that service. Contact for arranging these services should be with the University Union Conference & Events Coordinator and/or Operations Manager.

- To assist with the setting up and serving of 'Trade Displays'.
- To maintain the toilet facilities.
- To provide and replenish water for the speakers.
- To act as liaison between "outside" venues and conference delegates.
- To provide catering services.

INITIAL:

APPENDIX 2: Mary Hopewell Theatre

Catwalks

1. Access to the catwalks (DC103) must be requested at time of booking through Timetable Services.
2. Access to the Mary Hopewell Theatre catwalk is available only with the approval of the Human Resources Health and Safety Compliance Office. The following must be provided by the Hirer:
 - a. A completed and signed permit form.
 - b. Evidence that the person doing the work holds a current Working at Heights Certificate and is fully aware of the Department of Labour's Working at Heights Guidelines.
 - c. An appropriate health and safety plan.
 - d. Evidence that OSH has been advised of the work to be undertaken at least 2 days prior to commencement.
3. The person requiring access to DC103 is required to present to the Lecture Theatre Technician before being given entry:
 - A completed, signed and approved permit and
 - Photo ID verifying they are the permit holder.

Dressing Rooms/Kitchen

1. There are two dressing rooms and a kitchen area that can be made available for use by Hirers. These rooms are shared between the Mary Hopewell Theatre and the Auditorium. **They can only be hired if not already booked by another Hirer.**
2. It is possible to leave props and equipment in these rooms, as long as they have been booked for the entire Period through Timetable Services. If they are required for storage of props etc. for the Function over several days, these rooms will need to be booked all day to ensure availability.

Room DC102

DC102 is a standard teaching room in the Drama Centre that is available to be booked as an extra dressing room or practice room. **It must be left in a condition suitable for teaching the next day, which means no equipment or props can be stored in the room.**

INITIAL:

APPENDIX 3: University Of Otago College Of Education Auditorium (UOCE Auditorium)

Projection Screen

Only a Support or Duty Technician may raise or lower the projection screen.

Ceiling Space

1. Access to the Auditorium ceiling space is available only with the approval of the Human Resources Health and Safety Compliance Office. The following must be provided by the Hirer:
 - a) A completed and signed permit form.
 - b) Evidence that the person doing the work holds a current Working at Heights Certificate and is fully aware of the Department of Labour's Working at Heights Guidelines.
 - c) An appropriate health and safety plan.
 - d) Evidence that OSH has been advised of the work to be undertaken at least two days prior to commencement.
2. The ceiling space door key will only be issued by Information Technology Services Reception at 51 Clyde Street, during the hours of 8.30am and 5.00pm Monday to Friday, and only to the approved person who must present a completed, signed and approved permit and photo ID.
3. The ceiling space door is to remain locked at all times when not being used for setting up, adjustment or removal of lights.

Lighting Control Board

1. The lighting control board in the control booth is available for use on request. The person operating it must be trained in the use of such boards.
2. There are several spotlights set up in positions around the Auditorium that are controlled from the board, and these may be moved to other positions if required.
3. Additional spotlights will need to be hired from an outside organisation if required.

Cyclorama

1. The three main projectors do not project on the cyclorama or the side screens. If enough notice is given, the University may be able to provide data projectors for the cyclorama and/or the side screens.
2. The projector for the cyclorama will be set up in front of the control room and will display a large, central image on the cyclorama. This projector will be locked away in the projection booth outside of booking times.

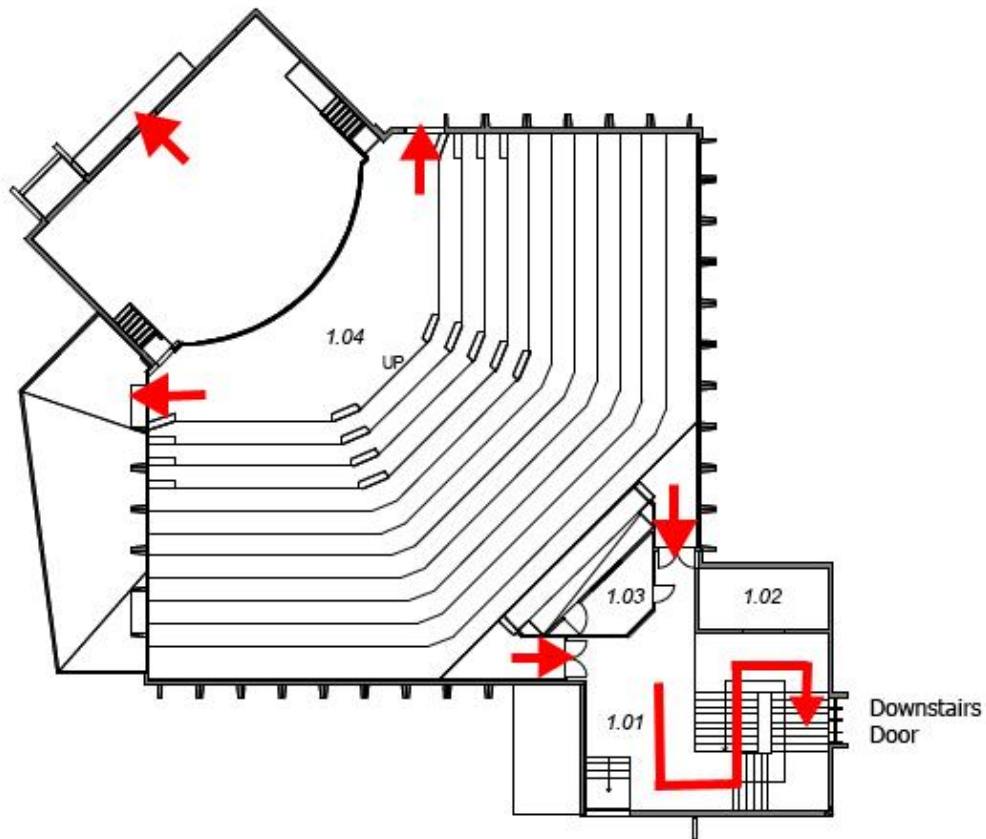
INITIAL:

Dressing Rooms/Kitchen

1. There are two dressing rooms and a kitchen area that can be made available for use by Hirers. These rooms are shared between the Mary Hopewell Theatre and the Auditorium and can only be hired out if not already booked by another Hirer.
2. It is possible to leave props and equipment in these rooms, as long as they have been booked for the entire Period through timetables. If they are required for storage of props etc. for the Function over several days, these rooms will need to be booked all day to ensure availability.

Weekend Bookings

1. When the Auditorium is hired over a weekend and a Support Technician is not going to be present, the **designated Fire Warden** must check the means of escape (evacuation) routes for the building and sign the *"Owner's Inspection - Means of Escape"* booklet. This booklet is located in the projection box at the back of the Auditorium.
2. **All exit doors must be unlocked and not blocked or barred, and stairwells and corridors must be free of obstruction. Refer to the image below for the location of Exit doors for the Auditorium.**



INITIAL: