

STANDARD TERMS AND CONDITIONS OF HIRE

These Terms and Conditions form part of a legally binding agreement - please read them carefully. The standard Terms and Conditions should be read in conjunction with the information contained in your Hire Agreement.

DEFINITIONS

In these Terms and Conditions the following words and phrases are defined as follows —

Us/we: refers to UXBRIDGE Arts & Culture.

You: the Hirer, meaning the person who signs the Hire Agreement, or the firm, company or organisation on whose behalf the Hire Agreement is signed.

Venue: refers to any of the spaces within the UXBRIDGE complex.

Event: the purpose for which the venue is hired, as stated in the Hire Agreement.

Rate Card: refers to the document detailing all of our current hiring rates.

Hire Charge: the fees paid in full in advance to secure a booking, in accordance with our Rate Card.

Expression of Interest: means our booking application form, which is obtainable on request from the Event Manager.

Hire Agreement: means the contract for hire of the venue as governed by these Terms and Conditions and our current rate card.

Hire Period: the length of the hire, including time for set up and pack down, as specified in the Hire Agreement.

Box Office Takings: means all admission charges and product sale proceeds collected in connection with an Event.

Provisional Booking: An unconfirmed booking for which a Hire Agreement has been issued. Confirmation depends on the return of the signed Hire Agreement and Hire Fee paid in full. Until both of these are received the booking is considered to be a provisional booking and

the availability of the venue is not guaranteed.

Confirmed Booking: means a booking of the venue that has been confirmed in writing by the Event Manager together with a completed signed Hire Agreement and Hire Charge paid in full.

APPLICATION

1. The Venue is deemed to be hired once the Hire Agreement is signed and you have paid the requested Hire Charge.
2. We reserve the right to refuse any Expression of Interest to hire the Venue, or to accept any application subject to any additional terms and conditions we consider necessary. This includes the right to refuse to confirm any Provisional Booking previously discussed with the Event Manager.
3. UXBRIDGE Arts & Culture will deal solely with the Primary Contact as nominated in the Hire Agreement unless otherwise advised in writing by the Hirer.
4. UXBRIDGE staff will offer the Hirer a tour of the Venue during office hours.

HIRE CHARGES

5. We charge for hiring the Venue in accordance with our Rate Card, which is included in the hirer information pack and on our website.
6. Once an Expression of Interest form has been submitted and the proposal has been accepted, a Hire Agreement will be issued.
7. Once we receive the signed Hire Agreement and Hire Charge, a confirmation letter will be issued.
8. We reserve the right to review and/or increase the Hire Charge for Confirmed Bookings at any time up to six months prior to the Hire Period.

Notice in writing will be issued if we need to do this. If this occurs you may cancel your booking, effective immediately, at no charge.

PAYMENT

9. The Hire Agreement will confirm the Hire Charge and payment method for your proposed hire.

10. Where the Hire Charge is a percentage of the Event's Box Office Takings, you authorise us to deduct the Hire Charge from the Box Office Takings that we collect on your behalf.
11. If the Box Office Takings are insufficient to cover the Hire Charges then you shall pay the outstanding amount within seven days of the end of the Hire Period.
Cheque should be made payable to UXBRIDGE Arts & Culture.

CANCELLATION

Cancellation by You:

12. You may cancel your booking at any time by giving us written notification of cancellation.
13. Any cancellation of a Confirmed Booking made more than one calendar month before the beginning of the confirmed Hire Period will incur a 25% fee of the total Hire Charge.
14. The Hire Charge will not be refunded less than one calendar month before the beginning of the confirmed Hire Period.

Cancellation by Us:

We may cancel your booking in circumstances where:

15. You commit a major breach of contract or you commit a minor breach which you fail to remedy within the time given in a notice from us specifying the breach and required remedy.
16. We reasonably believe that you have mistated the nature of the event on the Expression of Interest form or we reasonably consider that the event is likely to cause us to be in breach of our lease agreement, or carries an unacceptable risk of injury to participants.
17. An event occurs whereby the venue becomes unavailable for a reason outside our control.

If we cancel your booking:

18. For either of the reasons set out in clause 15 and 16, we will be entitled to retain all, or a fair proportion of, your hire unless we find another hirer for the hire period. The sum retained will be sufficient to cover the costs we suffer due to the cancellation.
19. Where clause 17 applies, we will refund you Hire Charges you have paid.
20. Should your event or an individual performance be

cancelled after tickets sales have commenced, we will charge you a fee to cover the cost of processing and administering refunds of \$5 per ticket.

We strongly recommend that you obtain cancellation insurance.

PERMITTED USE

21. You must not use the venue for any purpose other than that stated in your Hire Agreement, without having the written consent of the Event Manager.
22. We may inspect your use of the Venue at any time.
23. You must not use the Venue for the sale of goods without first obtaining the written consent of the Event Manager. Consent may be withheld at the Event Manager's discretion. Fees may apply.
24. Sub-leasing of the venue to a second party is prohibited.
25. Smoking anywhere on the UXBRIDGE premises is not permitted. It is the Hirer's responsibility to ensure that this is enforced.

LIQUOR LICENCE

26. A cash food and beverage service is available through the cafe on the UXBRIDGE premises. We reserve the right to be the sole supplier of alcoholic and non-alcoholic beverages and food at all events.

EQUIPMENT

27. As part of the Hire Agreement we will provide you with the equipment set out in the Rate Card.
28. You must confirm with the Event Manager the proposed lighting rig, sound requirements, sets, staging and any other furniture required for your event a minimum of twenty-one days before the start of the Hire Period
29. If You require sound and lighting, an engineer will be provided as part of your hire. You will not be allowed to operate the system without an in-house engineer.
30. You must not obstruct the gangways, aisles, corridors, stairs, landings, entrances or fire exits of the venue with chairs, tables, furniture or any other equipment of the Venue.
31. You must not bring or install any lighting or heating apparatus (electrical or otherwise) into the venue without the consent of the Event Manager.
32. You must not drive nails, hooks, screws, tacks or any

similar objects into the walls, pillars, wood work, floors or furniture of the Venue, or otherwise damage the floors, chairs or other furniture of the Venue.

33. No open fires, creosotes, petrol or spirit stoves, machinery or any dangerous or inflammable materials are to be used without prior approval from the Event Manager.
34. You may not use effects such as smoke, pyrotechnics, strobe lighting, open flames, confetti/snow, CO2 or oil without the prior written consent of the Event Manager.
35. The Event Manager may refuse to allow any article or appliance which may be considered dangerous or offensive to be brought into the venue.
36. All electrical equipment brought on site by the Hirer must have been safety tested and tagged.

DAMAGES

37. You must repay to us the cost of reinstating all or part of the Venue or system which is damaged, destroyed, stolen or removed by You during the Hire Period.

MARKETING AND PROMOTION

38. As part of the Hire Agreement we will provide you with such marketing services as set out and selected by you from our Rate Card and hirer infoation pack.
39. Placement of UXBRIDGE created marketing and promotion materials will be at the discretion of he Event Manager.
40. The UXBRIDGE Theatre and its logo are the property of UXBRIDGE and may be used only with the prior written approval of the Event Manager.
41. Only the correct written form of the name 'UXBRIDGE Arts & Culture " is to be used, and must be used in this format at all times in all publicity and promotional material.
42. The UXBRIDGE Theatre logo must be positioned in a prominent position and in the form supplied for reproduction on posters, brochures, programmes, leaflets and any other advertising/promotional material prepared for your show or event.
43. The UXBRIDGE booking telephone number and website must be displayed on all advertising when we are managing the ticketing and marketing material and approved by the Event Manager.

THEATRE STAFF

44. If your Hire Period is outside our normal office hours your Hire Agreement will include a Duty Manager.

REQUIREMENTS AND RESTRICTIONS

Access

45. We retain the exclusive right to determine the opening and closing times of the Venue and any entry restrictions.
46. Hired spaces are restricted to those spaces stated in your Hire Agreement.

Stage and Green Room

47. Except by arrangement with the Event Manager, no person other than persons taking part in a performance shall be permitted onstage or in the green rooms.

Conduct and Good Order

48. You must take every care to ensure that undesirable persons are not permitted to enter or make use of the venue, and You are responsible for good order and conduct during the Hire Period.
49. The Hirer is responsible for ensuring that the noise both inside and outside the Venue is kept to an acceptable level in accordance with Noise Control Regulations.

Vacation of Theatre

50. Evening functions must end no later than 23:00 any night of the week unless alternative times have been agreed with the event manager.
51. You must ensure that the Venue is vacated by all persons at the of the Event.
52. Any articles brought to the Venue in connection with the Event must be removed from the Theatre within the time-limit agreed with the Event Manager.

Right of Entry

53. We, and any of our staff, reserve the right of entry to the Venue at all times.

Complaints

54. Any complaints should be directed in the first instance to the Event Manager within seven days of the cause of the complaint arising.

PUBLIC LIABILITY INSURANCE

55. You must have public liability insurance and this documentation must be viewed by the Event Manager before the Hire Period commences.

SALE OF TICKETS FOR THE EVENT

56. 0UXBRIDGE Arts & Culture provides a Box Office service, if you require it. This is an extra charge that can be added to your Hire Agreement. The Box Office service will undertake advance sales and door sales on your behalf prior to the event.
57. For events with allocated seats you must confirm with the Event Manager at the time of booking that your proposed seating plan (if any) complies with current venue layout and regulations.
58. The opening hours of the Box Office are at our discretion and will be in line with production start times.

Usual Box Office hours are:
Monday to Thursday 9am - 9pm
Friday 9am - 4pm
Saturday 9:30am - 4pm

The box office will also be opened one hour prior to any performance and 15 minutes after a performance commences if outside the above times.

59. Payment of Box Office Takings (less Hire Charges and any other sums due) shall be made to you via Direct Credit to the bank account number provided.

INTELLECTUAL PROPERTY

60. You must ensure that no work in which copyright exists is performed or broadcast unless written permission has been obtained from all copyright owners or specific consent to broadcasting has been obtained.
61. You are responsible for and must pay any and all taxes or royalties payable in respect of the event.

HEALTH AND SAFETY

62. You must acquaint yourself and fully comply with the applicable conditions and rules of UXBRIDGE's Health and Safety Policy. If you have any queries you should contact the Event Manager.
63. The Event Manager has the right to insist any unsafe practices stop and any unsafe items be removed from the Venue.
64. The Hirer is responsible for the safety of all persons in the Venue for the duration of the Hire Period and must familiarise themselves with and carry out the Emergency Evacuation Procedures (see Appendix A).

CAPACITY OF THEATRE

65. The maximum seating capacity of the theatre is 203.

ACCESS AND CLEARANCE

66. If you are issued with security swipe cards you must keep these safe and not disclose security information to other parties. In the event that you misplace our keys you must notify the Event Manager immediately. You may be charged for the cost of replacement keys and or locks at the discretion of the Event Manager.

SECURITY OF UXBRIDGE

67. You are responsible for the security of the Venue including securing all doors and windows and disarming and alarming the centre.
68. Except where the Duty Manager is in attendance, you are liable for all damage, losses and costs incurred by UXBRIDGE as a result of the Hirer failing to secure the venue in accordance with UXBRIDGE requirements.

SECURITY OF HIRER PROPERTY

69. Security of materials left on the premises is the responsibility of the hirer. We take no responsibility for loss or damage of property owned by the Hirer.

CLEANING

70. Hirers are responsible for ensuring the backstage, theatre and green room areas remain clean and tidy throughout the hire period.
71. Cleaning equipment and supplies will be available in the Green Room.

72. All rubbish must be removed at the end of the Hire Period, and the Venue must be left in a clean and tidy state.
73. \$75 cleaning fee applies to all hires and is outlined in the Hire Agreement.
74. A Duty Manager is included as part of your hire to ensure the centre is open for your Hire Period and shut once you are complete. The details will be specified in your Hire Agreement.

Last Updated: 26/07/2016

APPENDIX A: EMERGENCY & EVACUATION PROCEDURES

The Hirer or his/her designated personnel is, for the duration of the Hire Period, the nominated Fire/ Building Warden. As such, Wardens must:

Familiarise themselves with Evacuation Procedures, Emergency Exits, Assembly Areas, fire fighting equipment & location of telephones.

Follow all Evacuation Procedures.

Take responsibility for evacuating the Venue in an emergency or if the fire alarm goes off.

Ensure those persons requiring additional assistance are noted and that people are designated to assist them in the event of evacuation.

MEANS OF ESCAPE

Be sure that you know all exits and means of escape from fire.

Keep exits clear of obstructions at all times.

Fire exits must not be locked, barred or blocked in any way at any time.

Stairways and passageways must not be used for storage.

Flammable liquids or materials must not be stored near escape routes.

EMERGENCY PROCEDURE

Dial 111

Request assistance from the relevant service — Police, Fire or Ambulance.

Address: 35 Uxbridge Road, Howick, 2014.

EVACUATION PROCEDURES

Calmly evacuate the premises immediately by the nearest escape route.

Report, and direct people, to the Assembly Area on Uxbridge Road at the Garden of Memories

Check that all persons are accounted for.

Designate one person to man the main entrance on Uxbridge Road to direct Fire Services.

No attempts to extinguish the fire should be made unless conditions permit.

Wait until the Fire Service has given the all-clear before re-entering the building.

OTHER CONTACTS

Safety Concerns for self, others or property — Ormiston Police: (09) 250 2800

Flooding, building damage, security issues — Auckland Council, 24 hours: (09) 3010101