

MAHON THEATRE TERMS AND CONDITIONS



1. Booking

- 1.1. The Mahon Theatre Hire Pack consists of three sections: The Application for Hire Form, the Schedule of Fees and the Terms & Conditions. The Hirer must read all the information contained in the Schedule of Fees and Terms & Conditions and fill out every page of information on the Application for Hire Form and return to the Mahon Theatre.
- 1.2. A Letter of Offer will be sent to the Hirer informing them of the dates and times of their booking and asking for a deposit/bond of \$500. The hirer should check the dates and times carefully as they may be different to the requested ones. This is usually due to availability. A booking will only be considered confirmed upon receipt of the deposit/bond.
- 1.3. The hirer must have and maintain public liability insurance to the minimum amount of \$10,000,000 for any one event. The hirer must provide a Certificate of Currency of the insurance to Aquinas College at least two months prior to hire date.
- 1.4. The hirer must fill out the Technical Requirements Form which will be sent by email. This form should be returned six weeks before the first booking date.
- 1.5. The hirer should make an appointment for a production meeting with theatre management three weeks before the first date of the booking. The appointment is to determine the suitability of the event, review and discuss any plans or drawings for the event and to confirm any additional requirements. Hirers shall supply suitable plans, schedules and lists as requested by the Aquinas College or nominee.
- 1.6. If a client, their participants and patrons have left the venue, at the end of their booking time, and equipment is still to be packed away, the client will be charged any additional labour costs for the pack away to be completed.
- 1.7. The Mahon Theatre reserves the right to reject an Application for Hire.
- 1.8. All completed deposits must be provided to the Mahon Theatre by the due date as listed on the Letter of Offer. Should you fail to provide a deposit to the Mahon Theatre by the due date, your requested hiring dates will be declared open and the Mahon Theatre reserves the right, without notice, to allow your proposed hiring dates to be used by other hirers.
- 1.9. The deposit is non-refundable. If the Hirer cancels a booking after the deposit is paid, they shall forfeit the \$500.

2. Venue Condition

- 2.1. The hirer shall be responsible for and shall pay to the College the cost of any damage beyond fair wear and tear to the theatre property, fittings, furniture, curtains and electrical and mechanical equipment incurred during the hire period.
- 2.2. At no time shall any item be fixed in any way within the Theatre, dressing rooms, or any other area without the permission of Aquinas College or nominee. All signage put up by the client must be done in a manner that can be removed leaving no sticky residue or damage to the surface. Blue tack is recommended. No masking tape or sticky tape is to be used. All signage is to be removed by the hirer at the end of each date of hire.
- 2.3. Food and drink are not permitted in the auditorium, backstage or control room. Evidence of such consumption will attract a cleaning charge at full award rates.
- 2.4. If the venue is left in an unsatisfactory condition and requires additional cleaning, a further fee will be charged to the hirer. Additional costs must be paid upon receipt of invoice. Amounts due may attract interest and enforcement fees. It is the hirer's responsibility to ensure that the venue is left in a satisfactory condition before vacating the venue.
- 2.5. The hirer must ensure that guests leave the venue in an orderly manner with consideration for nearby residents. Any complaints from nearby residents or Mahon Theatre staff in attendance may jeopardise future applications and result in charges to the hirer. The hirer must ensure that the venue is left in the same condition as at the commencement of the hire period.
- 2.6. All items of property owned by the hirer must be removed from the venue on or before the agreed departure time. Any goods left on the premises after occupancy may be removed and disposed of at the discretion of the College, without compensation to the owner of the items or hirer and may incur a removal charge.
- 2.7. At the completion of the hire period, dressing rooms and all other areas hired shall be returned to their original condition prior to hire. Should Aquinas College or nominee deem appropriate, a cleaning charge shall be levied on the hirer for any areas left in an unsatisfactory state. The technical supervisor in charge will know where everything must be at the completion of hire. All tables and chairs must be put back where they belong at the end of each night.

3. Payment

- 3.1. Upon completion of the hire period the hirer shall be issued with an account for the balance of the hire charges. The hirer is required to make payment for this balance within 7 days of issue.
- 3.2. All costs of the production, including replacement of consumables (lamps, batteries, gaffa tape etc) will be borne by the hirer.

4. Staffing

- 4.1. The hirer agrees to provide at his/her expense extra technical staff (i.e. lighting and audio operators) for the production and will instruct them to meet with the Aquinas College nominee not less than 7 days before the first hire date to demonstrate their technical competence.
- 4.2. Aquinas College will assign a Technical Supervisor to oversee the running of each production. Access to the Theatre and use of the Theatre's technical facilities is only permitted under such supervision. In all matters the Technical Supervisor shall act as the Aquinas College nominee.
- 4.3. The Technical supervisor on duty will not be involved in the operation of equipment during a performance. The Technical Supervisor is required to have access to all parts of the Venue at all times.
- 4.4. In the event that technical crew deemed necessary for the safe running of a production are not provided by the hirer, Aquinas College reserves the right to employ such staff at the hirer's expense.
- 4.5. Aquinas College or nominee shall be entitled to free access to all areas of the Theatre at all times.

5. Force Majeure

- 5.1. A circumstance beyond the reasonable control of the Mahon Theatre including, without limitation, an act of God, terrorism, civil commotion, industrial action, war, blockade, riot, fire, flood, earthquake, explosion, failure of any gas, electricity or water to the venue, or any form of government intervention that prevents fulfilment of obligations under this Contract shall be deemed an event of Force Majeure.
- 5.2. If an event of Force Majeure occurs with the consequence that part or all of a hiring period is affected and the scheduled event is cancelled or cannot proceed, the Mahon Theatre will not accept liability for any losses incurred by the Hirer through such cancellations. These losses may include but are not limited to advertising, ticket refunds or credits, freight, transport, etc.

6. First Aid

- 6.1. It is the hirer's responsibility to provide first aid assistance to cast and crew. The hirer agrees to nominate a first aid officer from their organisation and to be responsible for application of first aid. A first aid kit should be provided by the hirer for the use of their cast and crew members.
- 6.2. The hirer agrees that neither Aquinas College nor the nominee shall be liable for injury to any members of the performing technical company or audience/invitees during performances, rehearsals and bump-ins.

7. Seating

- 7.1. The Mahon Theatre is a 300 seat venue. The Mahon Theatre has a raked seating configuration of 14 rows of 22 or 20 seats each (total 300 seats). The rows are designated A – P, stage to rear of the auditorium. There are no rows I or O. The seats are numbered 1 to 22 (or 20) from opposite prompt side to prompt side. For safety reasons, patrons are not permitted to sit in the aisles.
- 7.2. Under no circumstances shall the theatre audience exceed 300 persons, consistent with fire regulations. In the event that this condition of hire is breached, Aquinas College or nominee reserves the right to:
 - stop the performance without notice;
 - terminate this Contract;
 - charge the hirer for all costs due at the time of closure.
- 7.3. Management reserves the right to use the prompt side balcony for 4 house seats. In the event that the performance is not sold out then these people will be relocated into the general auditorium.
- 7.4. The theatre balconies are not to be used as ticketed areas unless prior permission has been granted by Aquinas College or nominee. In any case that people are sitting in the balconies the numbers will not exceed 10 on the prompt side balcony and 20 on the OP balcony.
- 7.5. Wheelchair access is via the lane way into the East entrance to the theatre at car park level. Wheelchair seating is located in row K, seats 9-14. These seats are removable if required. Three day's notice must be given to the theatre to remove seats for wheelchairs.

8. Loading Areas and Parking

- 8.1. All cars or trucks that use the loading bay must be moved to the car park when not actively engaged in loading or unloading. The laneway to the theatre loading bay is a shared thoroughfare to the Technology Buildings and for wheelchair accessibility to the theatre.
- 8.2. There are approximately 120 parking spaces plus two disabled places in the college's car park. However the car park is shared for the entire college so spaces may be limited. Alternative parking can be found along Great Ryrie Street and surrounding streets. Please observe council enforced parking regulations.
- 8.3. The hirer must be responsible for ensuring that patrons adhere to Aquinas College and Council parking regulations. Entry to the carpark is from Great Ryrie Street, south of the Theatre.

9. Smoke/Haze/Dry Ice and Fire Alarms

- 9.1. Under NO circumstances shall any fog, haze and/or smoke machines be used unless the hirer, lighting operator or an appropriate person has been granted permission by the Technical Supervisor for use for each show. In the event that permission has not been

granted, the hirer shall be liable for any costs incurred by emergency services. This can result in a fine upwards of \$3000. The theatre manager should be notified of the intention to use smoke/haze/dry ice at the production meeting (three weeks before the first day of the booking).

10. Prohibited Items

- 10.1. Candles, gas cylinders, explosive devices, fireworks, firearms or any items with a naked flame are strictly prohibited. The use of glitter, confetti, hay, straw, rose petals, rice and metallic sprinkles is not permitted within the venue or surrounding grounds. Sticky tape, double-sided tape and other adhesives may not be used to affix items to walls, doors or ceilings. Animals will not be permitted in the venue with the exception of guide and hearing assistance dogs. Chewing gum is not permitted in the venue at any time.

11. Performing Rights

- 11.1. The hirer shall not allow the performance or recording of the performance in any form without the written permission of the copyright holder. Aquinas College or nominee reserves the right to request such authorisation at any time. The venue is not responsible for copyright breaches by hirers.
- 11.2. The hirer shall be responsible for fees due to the Australian Performing Rights Association and other relevant license organisations attracted by the public broadcast of pre-recorded music.

12. Kiosk, Box Office and Ushers

- 12.1. The hirer must notify theatre management about the intention to sell refreshments, foodstuffs or merchandise of any description.
- 12.2. The hirer shall provide a minimum of 2 ushers per performance and 1 box office/kiosk attendant when the kiosk is in use or tickets are being sold.

13. Smoking

- 13.1. Smoking of any form is prohibited in all Aquinas College buildings or grounds.

14. Liquor

- 14.1. Stage crew and operators of any of the Centre's equipment are not to consume alcohol before operating any equipment for rehearsal, performance or bump out.
- 14.2. Hirers wishing to serve alcohol to patrons at their function/event need to get approval for suitability from theatre management. If approved they will need to apply for a temporary limited licence to display in the foyer. Display frames are provided for this purpose. Information about applying for the licence can be found at:
<https://www.vcglr.vic.gov.au/liquor/major-or-temporary-event/apply-new-licence/apply-temporary-limited-licence>

15. Ticketing

15.1. All tickets and publicity shall include the following:

- the Theatre name
- the College name and address
- details of parking arrangements
- the name of the organisation presenting the performance
- booking phone number

16. Insurance

16.1. Neither Aquinas College nor nominee shall be held liable for any loss or damage to any article or thing sustained by the hirer, patrons/invitees or any person, firm or corporation supplying such article or thing to the hirer. The hirer shall indemnify Aquinas College or nominee against any claim made by such person, patron/invitees firm or corporation in respect of such article or thing.

16.2. The hirer shall provide a copy of their public liability insurance at least two months before the first date of their booking.

17. Theatre Access

17.1. Access to the Theatre and its associated areas may only be gained through Aquinas College or nominee. No other College personnel are authorised to admit persons to the Theatre area. No one will be admitted to the theatre until the person deemed to be “the hirer” is present. Hirers are to advise all performers and crew not to arrive more than 10 minutes prior to the booking time. “On the day” early entry will not be permitted

17.2. No scenery, properties, plant or equipment used by the hirer shall be placed on the College premises before the commencement of the hire period without the prior consent of Aquinas College or nominee. Such scenery, properties, plant or equipment shall be removed from the premises at the conclusion of the hire period.

18. Obstruction

18.1. At the end of each night there must be a clear passage 2 metres wide from the loading dock lift to the stage. The stage must be completely empty of set, props and instruments.

18.2. The Hirer shall comply in every respect with the regulations relating to public buildings and overcrowding and obstruction to passages, corridors or any other part of the theatre. Any persons causing an offence against such regulations may be removed from the theatre and any article causing such an obstruction may also be removed.

19. Breaches

19.1. Mahon Theatre staff reserve the right to expel person(s) or terminate the function due to any breach of condition of hire and/or misconduct by patrons.

19.2. There are three levels of breaches:

1. Misconduct at the theatre or on Aquinas College property by the hirer, cast members, crew or patrons will result in a letter of warning.
2. Property damage or breach of venue condition clauses (including the venue requiring extra cleaning) will attract a future damage/cleaning bond to be paid.
3. The consequence of repeat offences will be termination of relationship.

20. Grievance Procedure

20.1. All grievances should be directed to the Business Manager of the College.