



Venue Hire Agreement 2023 The PumpHouse Theatre

Thank you for your interest in hiring The PumpHouse Theatre.

To confirm your booking, please:

- Read and sign this document
- Once signed, return this document to the Business Manager
- Pay the deposit invoice we have sent to you.

Once this document and your deposit have been received, we will send you written confirmation of your booking.

Until this agreement is signed, your Hire period cannot be confirmed.

By signing this agreement, you agree:

- To the Terms and Conditions detailed in this document, and any additional Terms we have agreed in writing. These terms form part of a legally binding agreement, please read them carefully.
- To pay the fees we charge you for use of The PumpHouse Theatre
- To follow our Health and Safety protocols and policy at all times

Signed

Printed Name

Authorised to sign for

Your organisation's name

Position

Your position in the organisation

Date



The PumpHouse Theatre

Standard Terms and Conditions of Hire

These terms 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 the Hirers Information Pack and the Expression of Interest Form and Rate Card.

Variations to these Terms and Conditions must be agreed in writing. Terms and Conditions may be updated at any time. If this happens you will be notified in writing of the changes and how they may impact you.

If you have any questions, please contact the Business Manager before finalising your application.

1. DEFINITIONS

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

Venue means any of the spaces within the PumpHouse Theatre complex, Killarney Park, Takapuna, Auckland, New Zealand and may include a combination of the Genevieve Becroft Auditorium, Café, Theatre Foyer, Courtyard, Coal Bunker Studio or Outdoor Amphitheatre

Expression of Interest means our Expression of Interest Form to hire the venue, which is available on our website or from the Business Manager on request.

Box Office Takings means all proceeds from ticket sales (excluding PumpHouse fees) and product sale proceeds collected in connection with an Event.

Provisional Booking means you have discussed a potential hire period with the Business Manager, but an Expression of Interest form has not been completed and a deposit has not been paid. The availability of the venue for a Provisional Booking is not guaranteed until it is confirmed in writing.

Confirmed Booking means a booking of the venue that has been confirmed in writing by the

Business Manager together with receipt of a completed Expression of Interest Form, signed Terms and Conditions and a deposit. Until all of these are received the booking is considered to be a Provisional Booking.

A Confirmed Booking secures your ability to use the venue on the dates and times specified in your Booking Confirmation letter.

Deposit means a proportion of the Hire Charges paid in advance to secure a booking. Deposits are generally non-refundable, except as detailed in Section 5 of these Terms and Conditions.

Event means the purpose for which the venue is hired, as stated on the Expression of Interest form.

Hire Charges means all sums payable by you for the hire of the venue under these Terms and Conditions, as set out in our current rate card or otherwise agreed in writing with the Business Manager.

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

Hire Period means the period of use of the venue booked by you and confirmed by us.

Business Manager means The PumpHouse Theatre Business Manager and can include the Business Manager's duly authorized representative.

Us/We means The PumpHouse and the North Shore Theatre and Arts Trust.

You/the Hirer means the person who signs the Terms and Conditions of Hire or the firm, company, or organization on whose behalf the Expression of Interest form is signed, and where necessary includes your staff members or patrons.

Writing for the purpose of this agreement, includes email communication.

2. HIRE APPLICATIONS

- 2.1** The venue is deemed to be hired once the Business Manager has notified you in writing that the Event detailed in the Expression of Interest Form has been accepted, we have received a signed Terms and Conditions of Hire form, and you have paid the requested non-refundable deposit.
- 2.2** We reserve the right to refuse any application to hire the venue, or to accept any application subject to any additional terms and conditions we consider necessary.
- 2.3** This includes the right to refuse to confirm any Provisional Booking previously discussed with the Business Manager.
- 2.4** The PumpHouse will deal solely with the Hirer contact as nominated in the Expression of Interest Form unless otherwise advised in writing by the Hirer.

3. HIRE CHARGES

- 3.1** We charge for use of the venue in accordance with our current rate card, which is included in the Hirer Information Pack and on our website.
- 3.2** Before you submit an Expression of Interest Form, the Business Manager may confirm in writing:
- the estimated Hire Charges payable for your proposed hire and how long those Hire Charges remain valid (i.e., a quote);
 - the method of payment that you should use; and
 - the Deposit required to confirm your booking.
- 3.3** If your booking is accepted, the Deposit that you pay on acceptance of your Booking will be deducted from the total Hire Charges you pay for the hire. If your booking is not accepted, the Deposit will be returned to you.
- 3.4** We reserve the right to review and/or increase Hire Charges for Confirmed Bookings at any time up to 90 days before the Hire Period begins.
- 3.5** We will send you notice in writing if we need to do this. If we do this, you may cancel your booking with immediate effect

and with no charge by giving us notice in writing.

- 3.6** If you cancel your booking in this way, we will refund any Deposit or Hire Charges you have paid.

4. PAYMENT

- 4.1** The Business Manager will confirm the applicable Hire Charges and payment methods for your proposed hire.
- 4.2** Hire Charges will be in accordance with one of the following options:
- If The PumpHouse is providing ticketing services, the total amount of the Hire Charges and all other associated costs are payable within 14 days of the completion of your hire: or
 - If your event is free, or tickets are sold in some other way, the total amount of the Hire Charges and all other associated costs are payable 7 days before the commencement of the Hire Period.
- 4.3** Where The PumpHouse is providing ticketing services, you authorise us to deduct the Hire Charges from the Box Office Takings that we collect on your behalf before proceeds are paid to you.
- 4.4** If the Box Office Takings are insufficient to cover the Hire Charges then you shall pay the outstanding amount within seven (7) days of the end of the Hire Period.
- 4.5** Cheques are no longer accepted.
- 4.6** We reserve the right to set off any Hire Charges or other sums due to us from you against any sums due from us to you.
- 4.7** If, at your request, we make any bookings, refunds, or transfers on your behalf (e.g., for additional equipment or services) you must pay all the charges due.
- 4.8** Any discounts negotiated will be applied at the conclusion of the Hire Period at the discretion of the Business Manager and are subject to the Terms and Conditions of Hire and any other agreed conditions being met.

5. CANCELLATION

Cancellation by you

- 5.1** You may cancel your booking at any time by giving us written notification of cancellation.
- a) If you cancel your booking within seven days after the Business Manager confirms acceptance of your booking, you will not have to pay us anything.
 - b) Any Deposit or Hire Charges you have already paid will be refunded to you within thirty (30) days of us receiving your notice of cancellation after deduction of any costs we have incurred because of your cancellation.
- 5.2** If you cancel your booking, or part of your booking, more than seven days after the Business Manager confirms acceptance of your application (except where we are in breach of our obligations to you, or where otherwise stated in these Terms and Conditions) we will be entitled to retain all of your Deposit and/or Hire Charges already paid.
- 5.3** The sum retained will be sufficient to cover the costs we incur because of the cancellation including administration and processing costs.
- 5.4** At the Business Manager's discretion, we may refund some, or all of your deposit subject to our ability to find a replacement Hirer for the Venue.

Cancellation by Us:

- 5.5** We may cancel your booking in circumstances where:
- a) You commit a material breach of these Terms and Conditions, or you commit a non-material breach and fail to remedy it within the time given in a notice from us specifying the breach and requiring its remedy.
 - b) We reasonably believe that you have mis-stated 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.
 - c) A Force Majeure Event occurs whereby the venue becomes unavailable for a reason outside our

control, for example: fire; flood; earthquake or other natural disaster, war; terrorism; strikes or lockouts; withdrawal of consents or licenses; breakdown or machinery; failure of supply of electricity or gas; central, local, or other authority government restrictions, act of God; or health or safety concerns.

- 5.6** If we cancel your booking for either of the reasons set out in clause 5.5 (A) and (B) above, we will be entitled to retain all, or a fair proportion of, your Deposit and/or Hire Charges. The sum retained will be sufficient to cover the costs we suffer because of the cancellation.
- 5.7** If we cancel your booking for the reason set out in clause 5.5 (C) above, we will refund any Deposit or Hire Charges you have paid (or in the case of partial cancellation, a fair proportion of them) or offer you the option to transfer your booking to dates in the future.
- 5.8** Regardless of the reason for cancellation, should your event or an individual performance be cancelled after ticket sales have commenced, we will charge you a fee to cover the cost of processing and administering refunds.
- 5.9** Considering the limitations on liability contained in clause 13 of these Terms and Conditions of Hire, we strongly recommend that you obtain cancellation insurance.

6. PERMITTED USE

- 6.1** You must not use the venue for any purpose other than that stated on your Expression of Interest Form without the written consent of the Business Manager.
- 6.2** We may inspect your use of the Theatre at any time.
- 6.3** You must not use the venue for the sale of goods without first obtaining the written consent of the Business Manager. Fees may apply. Consent may be withheld at the Business Manager's discretion.

7. LIQUOR LICENCE

- 7.1** You must comply with the terms of The PumpHouse Premises License.
- 7.2** A cash food and beverage service is provided by French Rendez-vous café upon request.

- 7.3 We reserve the right to be the sole supplier of alcoholic and non-alcoholic beverages and food at all Events.

8. EQUIPMENT

- 8.1 As part of the Hire Contract, we will provide you with the equipment set out in the rate card and Technical Information document.
- 8.2 You must inform us of the proposed position of the lighting desk; sound desk; sets; staging and any other furniture required for your Event twenty-one (21) days before the start of the Hire Period.
- 8.3 You must not obstruct the gangways, aisles, corridors, stairs, landings, entrances or exits of the venue with chairs, tables, furniture or any other equipment or vehicles.
- 8.4 You must not drive nails, hooks, screws, tacks or any similar object into the walls, pillars, woodwork, floors, or furniture of the venue, or otherwise damage the floors, chairs or other furniture of the venue.
- 8.5 You must not bring or install any lighting or heating apparatus (electrical or otherwise) into the venue without the consent and in accordance with the requirements of the Business Manager.
- 8.6 No open fires, creosotes, petrol or spirit stoves, machinery or any dangerous or inflammable materials can be used in any part of the venue without prior approval from the Business Manager and in accordance with the requirements of the Business Manager.
- 8.7 You may not use effects such as smoke, pyrotechnics, strobe lighting, open flame, confetti/snow, glitter, CO2 or oil without the prior written consent of the Business Manager and in accordance with the requirements of the Business Manager.
- 8.8 The Business Manager may refuse to allow any article or appliance which may be considered dangerous or offensive to be brought into the venue.
- 8.9 If you become aware of any damage to the building or equipment in the building, please notify the Business Manager.

9. MAKING GOOD DAMAGE

- 9.1 You must repay to us on demand the cost of reinstating all or any part of the venue, or any property in or upon the venue,

which is damaged, destroyed, stolen, or removed by you during the Hire Period or prior to the Hire Period if the damage is in relation to your Event.

- 9.2 You must not attempt repairs or modifications to the building, facilities, or our equipment without permission in writing from the Business Manager.

10. MARKETING AND PROMOTION

- 10.1 As part of the Hire Contract, we will provide you with such marketing services as set out and selected by you from our rate card and Hirer Information Pack.
- 10.2 Placement of PumpHouse created Marketing and Promotion materials will be at the discretion of the Business Manager.
- 10.3 "The PumpHouse Theatre" and its logo are the property of The PumpHouse and may be used only with the prior written approval of the Business Manager.
- 10.4 Only the correct and acceptable written form of the name i.e. The PumpHouse Theatre must be used in this format at all times in all publicity and promotional material.
- 10.5 The PumpHouse Theatre logo must be inserted 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.
- 10.6 The PumpHouse booking telephone number and website must be displayed on all advertising and marketing material and approved by the Business Manager.

11. THEATRE STAFF

- 11.1 As part of the Hire Contract, we will provide such venue staff as are set out in the rate card. As we base our staffing provision on the details you provide in the Expression of Interest Form, please keep us updated of any changes to your Event that may affect the staffing levels required.

12. REQUIREMENTS AND RESTRICTIONS

- 12.1 Access

All performers are required to use the Stage Door which will be opened on request. The front doors of the Theatre are for public access only. We retain the exclusive right to determine the opening

and closing times of the venue and any entry restrictions.

12.2 Hired Spaces

Use of the venue spaces will be restricted to those spaces stated in Booking Confirmation. You acknowledge that other hirers may be using different venue spaces at the same time as your Event or hire period at the discretion of the Business Manager and that your Hire is non-exclusive.

12.3 Stage and Dressing Rooms

Except by arrangement with the Business Manager, no person other than persons taking part in a performance shall be permitted on the stage or in the dressing rooms, green room, or backstage stairways.

12.4 Conduct and Good Order

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.

Everyone involved in your Event must adhere to The PumpHouse Code of Conduct at all times.

12.5 Vacation of the Theatre

You must ensure that the venue is vacated by all persons at the end of the Hire Period. Any additional time will be charged for. All articles brought to the venue in connection with the Event must be removed from the Theatre within the time limit agreed with the Business Manager.

12.6 Right of Entry

We reserve a right of entry to the venue for any of our officers at all times.

12.7 Complaints

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

12.8 Lost Property

Any lost property found must be immediately handed to the Business Manager.

13. PUBLIC LIABILITY INSURANCE

- 13.1** You are required to carry current Public Liability Insurance of at least two million dollars and to provide evidence of such insurance. If you do not have public liability insurance, we will arrange this for you at an additional cost.

14. SALE OF TICKETS FOR EVENTS

- 14.1** The PumpHouse provides a Box Office service as part of the Hire Contract for all Events at the venue. The Box Office service will undertake 'advance sales' and 'door sales' on your behalf prior to the Event.
- 14.2** For Events with allocated seats, you must confirm with the Business Manager that your proposed seating plan (if any) complies with current venue layout and regulations.
- 14.3** 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 Friday, 9:00 am – 3:00 pm
 - One hour prior until 15 minutes after a performance commences.
- 14.4** The opening hours of the Box Office may be varied to accommodate your reasonable requirements, by agreement with the Business Manager. Additional charges may apply.
- 14.5** 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 by you within five days after the end of the Hire Period.
- 14.6** We reserve the right to set off any Hire Charges or other sums due to us from you against any sums due from us to you in respect of Box Office takings or otherwise.
- 14.7** If your performance is free, accepts entry by donation/koha, or if you sell tickets in some other way, a "Non-Ticketed Event Fee" will be charged at the discretion of the Business Manager to cover the costs of promoting your event and hosting an audience

15. INTELLECTUAL PROPERTY

- 15.1** You must ensure that no work in which copyright exists is performed unless written permission has been obtained from all copyright owners; or is broadcast,

unless specific consent to broadcasting has been obtained.

- 15.2** You are responsible for and must pay any and all taxes or royalties payable in respect of the Event.
- 15.3** The PumpHouse carries appropriate PPNZ and APRA licenses for the playing of music for pre and post show, but you must acquire a license for all other music

16. HEALTH AND SAFETY

- 16.1** You must familiarise yourself and fully comply with all applicable Conditions and Rules of The PumpHouse Health and Safety Policy. If you have any queries in this respect, you should contact the Business Manager.
- 16.2** If you have provided your own Health and Safety documentation you must also fully comply with your own Health and Safety rules at all times.
- 16.3** The Business Manager has the right to insist any unsafe practices stop and any unsafe items to be removed from the venue. Failure to do so will result in your Event being cancelled under Clause 5.2(A) of this agreement.

17. CAPACITY OF THEATRE

- 17.1** The maximum seating capacity of the theatre spaces are as follows:
- Genevieve Becroft Auditorium – 190 seats
 - Coal Bunker Studio – 50 seats
 - Outdoor Amphitheatre – 190 seats

18. ACCESS AND CLEARANCE

- 18.1** If you are issued with a security key and alarm code. You must keep these safe and not disclose security information to any other parties.
- 18.2** If you misplace our key, you must notify the Business Manager immediately. You may be charged for the cost of replacement keys and/or locks at the discretion of the Business Manager.
- 18.3** A key and alarm code will only be issued to you once we have received and reviewed Health and Safety documentation that we deem necessary.

19. SECURITY OF THE PUMPHOUSE VENUE

- 19.1** You are responsible for the security of the venue including securing all doors and windows and disarming and arming the alarm system.
- 19.2** You are liable for all damage, losses and costs incurred by The PumpHouse as a result of the Hirer failing to secure the venue in accordance with The PumpHouse requirements except where a PumpHouse Theatre Venue Supervisor is in attendance.
- 19.3** The PumpHouse Theatre and surrounding area is monitored by CCTV cameras and an alarm system. CCTV footage may be used to monitor audience and hirer Health and Safety and building security.

20. SECURITY OF HIRER PROPERTY

- 20.1** Security of materials left on the premises is the responsibility of the Hirer and must be insured by the Hirer.

21. CLEANING

- 21.1** Hirers are responsible for ensuring the backstage, theatre and foyer areas remain clean and tidy during the hire period. Cleaning equipment and supplies are available in the cleaner's cupboard.
- 21.2** All rubbish must be removed at the end of the hire period, and the venue left in a clean and tidy state.
- 21.3** A \$75.00 cleaning fee may be deducted from the Hirer's final reconciliation at the discretion of the Business Manager.

22. COVID-19

- 22.1** COVID-19 may have an impact on your event at The PumpHouse Theatre. Any Hire of The PumpHouse Theatre may be subject to additional Terms and Conditions based upon relevant Government legislation and guidelines that may be announced.
- 22.2** We will notify you of any changes to Terms and Conditions as soon as possible, along with options for cancelling, postponing, or proceeding with your Event.

23. TERM

- 23.1** These Terms and Conditions were updated on **24 August 2022** and take effect for Hire Periods starting from **1 January 2023**.