



**MAGIS PERFORMING ARTS CENTRE (MPAC)**

**CONDITIONS OF HIRE AGREEMENT**

**THIS HIRING AGREEMENT** is made the **BETWEEN** Loyola College (The College)

and \_\_\_\_\_ (The Hirer) **SIGNED ON** \_\_\_\_\_

**For Hire Date/s** \_\_\_\_\_

The Hirer agrees to the following conditions when hiring Magis Performing Arts Centre (MPAC).

**1. Booking Application**

Application for the hire of MPAC is to be made on the MPAC Hire Application Form. All times and dates need to be accurate to ensure the booking can be approved.

The Hirer agrees that the booking shall not be deemed as being made until the MPAC Hire Application Form and this Conditions of Hire Agreement have been received and approved by Loyola College. Both forms must be completed, signed and returned in full. When approval is granted, a deposit of \$500 must be paid and a copy of the Public Liability Insurance Certificate of Currency must be received by Loyola College within 7 days of the date that approval is received by the Hirer.

The Hirer acknowledges that Loyola College shall endeavour to make available that part or parts of the facility to the Hirer between the times nominated in the Hire Application Form. The Hirer further acknowledges that, if for any reason the facilities become unavailable for use at the time so nominated, the College shall not be under any liability to the Hirer or to any other person for any loss or damage arising directly or indirectly from the unavailability of the facilities.

The hirer acknowledges that all payments and necessary forms are completed and returned according to specified timeframes. These include Application for Hire, Conditions of Hire Agreement and Technical Information forms. The College reserves the right to cancel a hire if the necessary requirements and deadlines are not met.

The Hirer acknowledges that the College's Performing Arts Faculty will always have priority of use.

The College reserves the right to refuse the hire of the facilities (or cancel a prior booking) to any party without stating reasons for doing so.

The College reserves the right to vary bookings to cater for school needs when at least two week's notice is given regarding such variations.

The hirer acknowledges that a booking accepted by the College and subsequent event does not guarantee the repeat hiring of MPAC for future years.

Each year the hirer must complete a Hiring Application and submit it to the MPAC Booking Officer no earlier than the first Wednesday of November. Applications will be considered in the order that they have been received.

It must be emphasised that a prior date of hiring does not guarantee the same dates for future years. This is because the priority of the College is to make the facility available for curriculum purposes and therefore the school calendar will determine the dates that the centre is available for external hiring.

## **2. Cancellation of a booking**

Cancellation before four weeks prior to commencement of hire will result in a loss of deposit. Cancellation within the four weeks prior to commencement of hire will incur a 50% charge of the total hire cost. No credit or refund will be given for any cancellations and/or variation of the date/time during the hiring period.

The College reserves the right (at its discretion) to cancel the hiring any time prior to the hiring date, without stating reasons for doing so.

The College reserves the right to cancel a hiring in the event that payment of final invoice is not made within 7 days of issue.

## **3. Content of Performance**

The facilities will not be hired to an individual or a group whose intent is not in keeping with the College's Catholic ethos and philosophy. This includes, but is not limited to, groups or individuals who:

- pose a risk to the safety of people or property,
- threaten the College's reputation,
- create unwarranted disruption to people, property and/or the operation of the College, its community or environment.

## **4. Hiring Period and Hours of Operation**

The hiring period shall be from the first date and time specified in the MPAC Hire Application Form (and later confirmed in the Technical Information Form) and the finish time shall be at the time when the facility is returned to its original condition as it was before the commencement of the hiring period. This includes any modifications to the layout or staging in the Inigo Theatre or other areas of MPAC.

Any time used in excess of the period specified in the Technical Information Form shall attract an additional charge at the hourly rate as specified in the Schedule of Fees.

Hiring periods may be adjusted up to one week before the first hiring date provided the requested time changes are available and would not interfere in any way with other College activities.

The College is under strict council regulations in regard to MPAC hours of operation. The Hirer must follow the following hours strictly.

**Weekdays:** The event may not begin before 8.00am and must conclude by 10.00pm, the audience depart by 10.30pm and MPAC is closed by 11.00pm.

**Saturdays:** The event may not begin before 8.30am and must conclude by 11.00pm, the audience depart by 11.30pm and MPAC is closed by 12am.

**Sundays:** The event may not begin before 9.00am and must conclude by 9.00pm, the audience depart by 9.30pm and MPAC is closed by 10.00pm.

The Duty Manager and/or Theatre Technicians reserve the right to terminate a show if it runs overtime.

## **5. Liability/Insurance**

Neither the Loyola College Board nor its nominated representatives, its officer, nor any other person acting on behalf of the College shall be liable for any loss or damage or legal liability incurred by the Hirer. The Hirer must produce a copy of their Public Liability Insurance Certificate of Currency once the application has been approved. Please note that a minimum cover of \$20 million is required for Public Liability Insurance. No responsibility will be taken by the

College for equipment belonging to the Hirer, which is stored in College buildings and/or on College grounds, at any time.

The Hirer agrees that neither the College nor its nominees shall be liable for injury to any members of the performing technical company or audience / invitees during performances, rehearsals and bump-ins that is directly related to the Hirer's activities.

## **6. Payment and charge details**

All charges (as determined by the Principal) in connection with the use of the property, furniture or equipment, must be paid in full to the College and are listed on the Schedule of Fees.

- **A non-refundable deposit of \$500** is required once the booking is approved and must be **paid within 7 days**. Preferred payment methods include EFT, cheque, credit card or cash in person at College Reception.

An invoice will be issued within 5 days of conducting a Technical Requirement Meeting and payment (in full) is required within 7 days. **Payments not received within this timeframe will result in the cancellation of the hire.** Adjustments made to the original invoice will be charged separately and payable immediately.

- **A bond of \$1,000** will also be required to be paid with this invoice. The bond will be returned after the hire is completed **and all College requirements have been satisfied**. Any costs associated with breaches of the Conditions of Hire (eg damage) will be charged separately and deducted from the bond. Costs in excess of \$1,000 will also be charged separately and must be paid immediately in order to repair any damages.

Any further costs above the invoice issued, including replacement of consumables (lamps, colour, gaffa tape etc.), extra hiring time and extra equipment hire, will be charged separately to the Hirer. This may also be deducted from the bond. As the College pre-commits to the rostering of staff hours, the hirer will not be entitled to any credit/refund for unused hours resulting from late arrival and/or early departures.

Any technical set up and testing conducted on the day of the performance will be charged at normal rehearsal rates.

## **7. Audience Size & Ticketing**

Under no circumstances shall the theatre audience exceed 500 persons, consistent with fire regulations and planning permit. In the event that this condition of hire is breached, the 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.

The Hirer is responsible for ticketing and must ensure that the seat map that they use to sell tickets from is correct. The College can recommend ticketing agencies to Hirers.

## **8. College Entry, Parking and Exiting**

The College is under strict council regulations in regard to parking. The Hirer agrees that all cars must enter and exit via the Grimshaw St gate. The College will provide a parking attendant (as part of the hiring cost) to maximise the car parks within the College. Street parking is available off Grimshaw St. There will be no car/foot access via the Bungay Street gates, except for vehicles using the loading bay.

All cars or trucks that use the loading bay must be moved to the car park when not actively engaged in loading or unloading.

When entering and exiting the College grounds, all Hirer personnel and patrons must keep noise levels to a minimum in order to respect members of the community (including neighbours)

The Hirer shall be responsible for the parking of vehicles in the school grounds. Vehicles must be parked in the designated carparks. Loyola will not be responsible for any damage to vehicles parked in the College grounds.

### **9. Damage**

Damage to the building, building finishes, furniture, and or any equipment and College grounds during the hiring period shall be charged to the Hirer.

### **10. Areas and their Usage**

Only areas booked by the Hirer may be used within MPAC. All foyer areas and public access areas must not be blocked or impeded from their use as thoroughfares and exits.

### **11. Scenery and Props**

No scenery, fittings, props, decorations or costumes etc including hired equipment, shall be stored in the facility either before or after hire period without the prior consent of the College.

Construction is not permitted within the Facility except for scenery that is of a prefabricated nature and which requires assembling on site. The floors, walls or any other parts of the building must not be pierced or broken by nails, screws, or any other means. No fittings, decorations, posters, advertisements, flags, shields or emblems shall be erected, fixed, hung, or displayed in the building without the consent of the Duty Manager.

Movable scenery on stage shall have either rubber tyres, neoprene casters or similar to ensure that no damage is caused to the stage floor.

No painting is permitted in the facility without prior approval of the College, and such painting should only be what would normally be classified as touch up painting to prefabricated sets. All paints should be water or craft based paints. Paints that can give off noxious fumes such as oil based paints must not be used.

At no time shall any item be fixed in any way within the Theatre, Green rooms, dressing rooms, or any other area without the permission of the College. 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. Blu 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.

### **12. MPAC/Faculty Equipment**

The College will take all reasonable steps to ensure that all College equipment shall be in good working order prior to a performance. However the College accepts no responsibility for the failure of any equipment during a performance. College staff will make all practical endeavours to ensure that College faculty equipment is either removed or stored in the wings of the stage where possible. However, the College may not be able to remove this equipment completely where time does not permit due to College activities programmed either immediately before or after a booked event.

### **13. Hirers Equipment**

Hirers bringing in their own equipment (including equipment hired through an agent) must list this equipment on the Technical Information Form.

Equipment belonging to, or under the control of the Hirer may be left on the stage between performances or hiring days only with the prior approval of the College.

The College reserves the right to prohibit any equipment supplied by the Hirer for use within the venue if, in the opinion of the College, such equipment may cause fire alarms, damage to the venue or harm to personnel.

Any electrical equipment brought into the venue by the Hirer whether belonging to the Hirer or hired by the Hirer shall have a current tag showing that the equipment has been tested in accordance with the current regulations. The College

reserves the right to either instruct the Hirer to remove the piece of equipment that is untagged or alternatively, at the Hirer's cost, have the equipment tested and tagged by an approved electrician.

The College accepts no responsibility for any equipment supplied by the Hirer (or their agents) for its condition, suitability for integration with the facility's in house equipment, or loss/damage to such equipment.

#### **14. Use of additional rooms/areas and furniture or equipment**

The hirer will incur additional costs resulting from requests made to the Duty Manager prior to or on the day of the rehearsal/event. Such requests may include the use of the Green Room and furniture/equipment. These additional costs may include but are not limited to the costs shown in the Schedule of Fees.

#### **15. Utilities and Services**

Should the failure of any of Water, Gas or Electricity to the facility occur affecting the ability of the College Management to fulfill its obligations to the Hirer the College Management shall not be deemed liable for the loss of the hiring or performance where the failure was outside the control of the College.

While the College will use its best endeavours to provide the Hirer an alternate time that the Hirer can use and pay for in the normal manner, the College cannot guarantee a mutually agreeable time and the Hirer will be required to make other arrangements.

The College Management will not accept liability for any losses incurred by the Hirer through such cancellations. These losses may include but are not limited to ticketing, freight, advertising, etc.

#### **16. Copyright**

Responsibility for infringement of copyrights or performing rights will rest solely with the Hirer.

#### **17. Sub-Hiring**

The Hirer who makes an application for use of the MPAC shall not 'sub-hire' the facilities to any other person or organisation. This includes the facility being hired and external areas.

#### **18. MPAC Cleaning**

Prior to the commencement of hire the College will ensure all areas are cleaned and maintained to the standard College daily cleaning schedule. In line with the Loyola College COVID safe plan, the College also follows industry standard sanitisation cleaning of the auditorium (seats) every fortnight, with a cleaning product that lasts on surfaces for up to 30 days. Any additional cleaning required/requested by the hirer will be at the hirer's cost.

The Hirer must ensure that the Facility is left in a clean and tidy condition, as per College standards. All stage equipment, lighting rig(s) and ancillary areas must be returned to their original condition and Hirer's equipment removed at the conclusion of the hire period.

Any cleaning deemed by the College as additional within the facility or the grounds as a result of a Hirer's activities shall be carried out at the Hirer's cost and deducted from the bond. Any removal of equipment and/or rubbish left, after departure, within the facility, shall also be at the Hirers cost.

Should the same Hirer require the facility to be cleaned between rehearsals and/or performances on the same day the cost of this cleaning shall be deemed as additional and be charged to the Hirer.

#### **19. Stage Door**

The Hirer and all associated personnel are required to enter and exit the building by the stage door when transporting sets, equipment etc. into the theatre.

## **20. Smoking**

Loyola College is a smoke free school. Smoking is prohibited in any facility and on the College grounds. It is the responsibility of the hirer to notify patrons of this regulation.

## **21. Liquor**

No alcohol is to be consumed or taken to any area of the College.

## **22. Food and Drink**

No food and/or drink is to be consumed inside the Inigo Auditorium. This is made clear to hirers and patrons by way of signage at the entrance to the Auditorium. It is the responsibility of the hirer to enforce this expectation. At the end of the event the College Duty Manager will check to see if the areas are left to College expectation (as per Clause 18). If the Duty Manager finds excess rubbish and/or stains resulting from food and drink consumed in the theatre and surrounding areas used, an amount (determined by the College) will be deducted from the bond.

## **23. Event Interruptions**

The College will not be responsible or take any liability (including reduction in fees) for any interruption (eg. fire alarms, evacuations, lockdowns) to a rehearsal/event.

## **24. Fire Brigade Call Outs**

In the event that the Melbourne Fire Brigade (MFB) is called out for a fire alarm anywhere on the Loyola campus, the Hirer and patrons must evacuate MPAC. If the fire alarm is activated as a result of the hire such as the use of smoke/hazer machines, the Hirer will be responsible for any charges that the MFB invoices the College. Please note that these costs may be invoiced up to 3 months after the hire and may be in excess of \$3000.

For fire alarms related to any buildings within the College, the College is not liable for any loss in hire time as a result of the fire alarm.

## **25. Evacuation Procedures**

All Hirers and patrons must follow evacuation directions from MPAC staff at all times. Ushers supplied by the Hirer, as part of their briefing, will be informed of the evacuation procedures and will be asked to assist if an event occurs. A copy of the MPAC Evacuation Policy will be made available prior to the event.

## **26. Access**

The College or its nominee shall be entitled free access to MPAC at all times.

## **27. Animals**

No animals shall be allowed in buildings or College grounds. Service animals exempt.

## **28. Technical Requirement Meeting**

A Technical Requirement Meeting will be conducted 6 weeks prior to hiring to determine all technical and staffing requirements for an event. Information provided at this meeting will also determine final costs for invoicing (refer 6. *Payments and charge details*).

## **29. Staffing**

The Inigo Theatre will be supplied with the following staff (minimum) included in the Schedule of Fees charged to the Hirer:

- 1 x Theatre Technician (All times the Hirer is in the Theatre)
- 1 x Duty Manger (All times the Hirer is in the Theatre)
- 1 x Usher (Performances Only)
- 2 x Car Park Attendants (Performances Only)

It is the responsibility of the hirer to engage and pay for additional Theatre Technician/s if required.

### **30. Use of Theatre Technicians**

The Hirer is to liaise with the Theatre Technician to determine the best use of their role during the performance. However, if the Theatre Technician deems that the Hirer does not provide suitable people to operate the theatre's key equipment (Lighting Board, Sound Board, Fly Tower etc) the hirer will be required to engage additional staff to fulfill the role, at the Hirer's expense.

### **31. Kiosk**

The Kiosk, if requested, will be open before and during interval for your event. This will be operated by the College, at no cost to the Hirer. Kiosk availability is subject to College approval and availability may change at short notice. The Kiosk does not sell alcohol, hot food or tea/coffee. All sales proceeds will belong to the College. The hirer is not permitted to provide/sell any food and/or drink to patrons from anywhere inside MPAC and/or external of MPAC. If the hirer decides to do so, an amount of \$500 will be deducted from the bond.

### **32. Box Office**

The Hirer is to provide at least one Box Office attendant per performance who is required to be at the venue one hour before to be inducted into the venue. The College will not be responsible for any cash/transaction handling within the Box Office.

### **33. Ushers**

The Hirer is to provide at least 2 ushers per performance who are required to be at the venue one hour before to be inducted into the venue by the Head Usher (provided by the College)

### **34. Advertising**

All advertising involving any hiring of MPAC shall include the name of the Centre and the full name of the College.

The Magis Performing Arts Centre

Loyola College

325 Grimshaw St

Watsonia 3087

You may also add Inigo Theatre as part of your advertising.

Your tickets and/or information that is distributed to audience members and performers must clearly state that all traffic must enter from Grimshaw St only. No patrons can enter from Bungay Street, either by car or on foot.

### **35. Prohibited Items**

Patrons are not permitted to bring dangerous weapons, laser pointers, electrical installation, appliance or decorative materials into the venue during the event.

It is expressly forbidden for any person to light or allow to be lit or remain alight any fire on the premises. It is also prohibited to have any smoke machine, sparklers or any other apparatus that produces smoke or flames without prior permission from the College. Users who set off the fire alarms through unauthorised activities will be liable for all expenses related to the call out by the Metropolitan Fire Brigade or CFA.

Use of pyro technics or naked flame, confetti or streamers are prohibited by the College.

### **36. First Aid Facilities**

The College provides first aid facilities in MPAC. It is equipped with a first aid kit, a defibrillator and a wheelchair. However, it is the hirer's responsibility for administrating such equipment. In doing so, it is expected that for the duration of the hiring period the hirer will provide at least one person with the appropriate First Aid training/certification. The MPAC Duty Manager will direct the hirer and/or First Aid Officer to the location of the equipment. The College will not be responsible for providing first aid assistance should the need arise during the hiring period.

**37. Interpretation of Conditions**

In the event of any dispute or difference arising as to the interpretation of these conditions, or any matter or thing contained herein, the decision of the Loyola College Board through the Principal therein shall be final and conclusive. I have read, understood and agree with all the terms and conditions (1-35) of this Conditions of Hire Agreement for the Magis Performing Arts Centre.

**38. Government Restrictions**

Due to COVID-19 restrictions set by Government Authorities, the hirer will be responsible to abide by such regulations in relation to the number of guests/patrons (including the hirer and organisers) permitted to attend the event. The hirer and guests/patrons will also be required to abide by social distancing regulations. The hirer will be responsible for any fines issued by the Police, including fines issued to the College.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

*(Note that this form must contain a handwritten signature)*

**NAME OF PERSON RESPONSIBLE:** \_\_\_\_\_

**HIRER/ORGANISATION** \_\_\_\_\_

**ADDRESS OF HIRER/ORGANISATION** \_\_\_\_\_

\_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

**PHONE NUMBER OF REPRESENTATIVE: (H)** \_\_\_\_\_

**(W)** \_\_\_\_\_ **(MOBILE)** \_\_\_\_\_

**Please return completed form within 7 days to:**

Ms Monica Agius  
Loyola College  
325 Grimshaw Street, Watsonia 3087  
Phone: 9433 0767  
Email: [mpachiring@loyola.vic.edu.au](mailto:mpachiring@loyola.vic.edu.au)