

Conditions of Hire

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1. DEFINITIONS & INTERPRETATIONS

Definitions

Terms used in this Agreement are defined in the Schedules or as set out in this clause 1.

Additional Equipment and Labour means goods and services as outlined in Schedule One.

Building the Conservatorium of Music.

Booking Form means the document submitted by the Hirer outlining their venue hire enquiry including but not limited to, Hirer details, rehearsal/performance schedule and equipment requirements.

Bump in means equipment delivery and set up time in the Venue and associated Common Areas.

Bump out means equipment pack down and removal from the Venue and associated Common Areas.

Cancellation means your Event cannot proceed as specified in this Agreement.

Cash Bar means a commercial outlet where food and drinks will be sold to patrons.

Catering Contractor means the company holding the licence to provide catering services to the Building.

Common Area means those parts of the Building intended for common use, including the Atrium, foyers, loading dock, entrances, footpaths, access way, stairs, elevators and toilets, and any area necessary to gain access to the Building and its Venues.

Conservatorium of Music means the authorised representative of the Owners for the purpose of this agreement.

Event means the activity or use identified in Schedule One.

Force Majeure has the meaning given in clause 5.

Function means an adjunct catered event.

GST means any form of goods and services tax payable under the GST Legislation.

GST Legislation means the A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth).

Hired Area means the venue specified in the Schedule the boundaries of which are:

- a) the inside surface of any walls;
- b) the outside surface of any windows;
- c) the lower surface of the ceiling (above any false or suspended ceiling); and
- d) the upper surface of the floor (under any floor covering).

Hire Period means the days and hours outlined in Schedule One.

Hirer means you and includes your agents, employees, contractors and any party associated with you in connection with the Event.

Intellectual Property means our intellectual property including the design, image, logo, likeness and name of the Sydney Conservatorium of Music, Conservatorium High School, Department of Education and the University of [Type here]

Sydney in any form, style, design or representation whatsoever, whether or not constituting trademarks or copyright material.

Our, Ours means the Owner

Owner means the University of Sydney and NSW Department of Education through the Sydney Conservatorium of Music (on behalf of the Department of Education).

Performance means the individual performance/s of the Event at which an audience is present.

Postponement means the rescheduling of the Event or part of the Event to another date in a venue at the Conservatorium of Music.

Property or Premises means the Building and its surrounds including the Forecourt and Carpark.

The University means The University of Sydney.

Venue means the facilities described in Schedule One.

Venue Charges means the actual charges payable by you (in addition to the Venue Rental) for goods and services provided by us in connection with your Event.

Venue Hire Deposit means the pre-payment by you of all or part of the Venue Charges.

Venue Manager means the Owner's representative.

Venue Rental/Hire means the amount specified in Schedule Two, being the base fee for the rental of the Venue.

You, yours means the Hirer and includes your agents, employees, contractors and any party associated with you in connection with the Event.

Interpretations

In this Agreement, unless the contrary intention appears:

- a) the singular includes the plural and vice versa;
- b) a reference to a person includes:
 - i) a body corporate, unincorporated association, partnership or authority; and
 - ii) a person's successors, administrators, executors and assigns;
- c) an agreement, undertaking or indemnity given by, or in favor of, more than one person binds, or is for the benefit of, them jointly and severally;
- d) a reference to a clause is a reference to a clause in this Agreement;
- e) a reference to anything (including any amount) is a reference to it wholly or partially;
- f) a reference to this Agreement includes any variation of it; and
- g) a reference to a law includes any amendment, consolidation or replacement of it.

Headings

Headings are inserted for convenience only and do not affect the interpretation of this agreement.

2. RESPONSIBILITIES OF THE PARTIES

What We Must Do and Provide

In consideration of your payment of the Venue Hire and any applicable Venue Charges, we will and you are relying on us to:

- a) perform our obligations as set out in this Agreement;
- b) provide the Venue and services as set out in this Agreement;
- c) provide and maintain the Hire Area in an orderly, clean and safe condition;
- d) co-ordinate and provide access to common and shared areas of the Conservatorium of Music that are necessary for your Event; and
- e) provide a responsive, flexible and professional standard of service.

We will comply with any Special Conditions set out in Schedule Five.

What You Must Do

You will and we are relying on you to:

- a) read this Agreement and perform the obligations on you;
- b) not utilise the Owner's Intellectual Property;
- c) pay your Deposits in full and on time;
- d) provide us with your production, technical, access and other event information in a timely manner and work co-operatively with us at all times on the co-ordination of your Event;
- e) follow our directions with respect to access and use of common and shared areas of the Sydney Conservatorium of Music that are necessary for your Event; and
- f) take out all necessary insurances as required under clause 9.

You will not infringe or breach or permit or allow to be infringed or breached any copyright, performing right or other protected right involved in the Event.

Prior to the Event you must obtain from the Australasian Performing Rights Association limited (APRA) and/or all other appropriate individuals and/or organisations all necessary licenses and rights required to perform your Event.

You will comply with any Special Conditions set out in Schedule Five.

Material Changes to the Event Details

Any material changes to the Event as described in Schedule One after the date of this Agreement will be subject to our prior written approval. Failure to obtain our written agreement to a material change will constitute a material breach of this Agreement by you and we may exercise our rights under clause 8 Termination Of The Agreement.

A material change includes, but is not limited to, a change of performance times, a change in the terms and conditions of admission and ticket sales, a major change in the technical production specifications or any other matter considered by us, acting reasonably, to constitute a material change.

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Changes to Staff Requirements

Any changes that impact on staff rostering requested by the Hirer within 72 hours of the hire will incur an additional fee as specified in Schedule Three.

Performance Start Time

To manage access to all venues and facilities we must stagger performance start and finish times. A Performance must commence at the time specified on the Booking Form submitted to the Venue Manager prior to this Agreement. Where a change is necessary, You must advise in writing a minimum of 14 weeks prior to the event date.

3. TICKETING/BOX OFFICE SERVICES

If we have agreed in writing to sell tickets to your Event, the terms of Schedule Four apply.

If the Venue Manager agrees to the Hirer making their own Box Office arrangements Hirers must:

- a) submit a copy of the ticket build for approval prior to releasing for public sale;
- b) make your own arrangements for pre-event ticket sales. Sydney Conservatorium staff will not be available to take bookings on the Hirer's behalf without a signed Box Office Services Agreement;
- c) Hirer's box office must be open for pre-concert ticket sales a minimum of 1 hour prior to the event commencement in Verbrugghen Hall and Music Workshop and a minimum of half hour prior to the event commencement in the Recital Halls, or Joseph Post Auditorium;
- d) use of the box office must be specifically requested if required, and in some instances, the box office may be shared with other users. The box office consists of a bare counter and cloak room facility (Hirers should bring their own 'tickets' for items left in the cloakroom, a limited number of coat hangers are provided). The box office does not contain a cash register. There is no provision for secure storage of cash on the premises.
- e) Seating in all venues is numbered with the exception of the Music Cafe. Numbered plans are available.

If the Venue Manager identifies a clash with use of the box office, you will be provided with a clothed table setup at the venue entry at no additional cost.

4. PAYMENTS

What You Will Have To Pay Us

You will be required to pay to us:

- a) the hire charge for the use of the venue (the Venue Rental);
- b) the cost of goods and services we provide to you as part of servicing your requirements (the Venue Charges); and
- c) any other fees or charges you have agreed to in the Schedules.

Deposit

- a) You must pay the Venue Hire Deposit by the due date as specified in Schedule One. Until the Venue Hire Deposit has been remitted in full, your booking

is not confirmed, and we have no obligation to provide you access to the Venue. We will hold the Venue Hire Deposit as confirmation of your intention to hire the Venue and to perform your obligations under this Agreement.

- b) All invoices will be addressed to the Hirer name supplied on Schedule One.
- c) On Settlement, the Venue Hire Deposit will be applied against the amount payable by you for the Venue Hire.
- d) If, following the initial payment of the Venue Hire Deposit, the Hire Period is revised, additional Venue Hire costs will be included in the final invoice that will include Additional Equipment and Labour costs.

Special Deposit

- a) If we believe it to be necessary, we can at any time produce an Estimate of all the payments you may make to us for the Event and request you pay a special deposit to cover all those payments. Where a special deposit is requested to be paid, we will specify in writing the amount and date by which you must pay it in full.
- b) Our right to require you to pay a special deposit option overrides any other agreement to waive or suspend deposits made in this Agreement or any subsequent agreement between us.
- c) If we are not in receipt of a special deposit in full on the due date, you will be in material breach of this Agreement and we may exercise our rights under clause 8, Termination Of This Agreement.
- d) On Settlement, the Special Deposit will be applied against the amount payable by you for the Event.

Non-Payment of Deposits

You must pay your deposits on or before the due dates specified in Schedule Two. If you do not, you will be in material breach of this Agreement and we may exercise our rights under clause 8, Termination Of The Agreement.

Final Invoicing

Box Office revenue, if applicable, is covered by the Box Office Services Agreement conditions.

The final costs will be invoiced within seven working days of your event and will include Additional Equipment and Labour plus any additional charges incurred on the day of the Event.

Payment must be received no later than the due date stated on the invoice.

5. FORCE MAJEURE

Force Majeure means an event or circumstance that, despite a party's reasonable efforts and without its fault or negligence, it is unable to control and includes a natural disaster, law and other hostilities, fire, flood, strikes, lock-outs, civil commotion, delays in transport, breakdowns in machinery, or restrictions or prohibitions or any act by any government or semi-government authority.

Force Majeure does not include non-appearance or sickness or accidents to individuals that precludes them from undertaking their role or responsibilities in connection with this Agreement.

If an event of Force Majeure occurs then we may notify you that all or part of the Event affected by the Force Majeure, is cancelled.

What You Will Have To Pay Us In The Event Of Force Majeure

If an event of Force Majeure occurs the following provisions will apply in each case respect of the Event or part of the Event affected by the Force Majeure:

- a) Venue Rental – no Venue Rental shall be payable by you. Where you have paid us a Venue Rental Deposit, we will repay this to you less any amount you owe us;
- b) Other Costs - we will require you to pay Venue Charges that we have incurred, as at the date the event of Force Majeure, and which we cannot mitigate.
- c) It is your responsibility to have whatever insurance or other financial provisions you may need to ensure you meet your obligations if an event of Force Majeure occurs you will not seek to recover from us any costs you have incurred as a result of the Force Majeure.
- d) Both you and we will mitigate all losses as much as is reasonably possible.

Postponement or Cancellation

If following the Force Majeure, the Event or part of the Event affected by the Force Majeure is either postponed or cancelled, the provisions of this Agreement relating to those actions shall apply except that the treatment of costs shall be consistent with this clause 5 dealing with Force Majeure.

6. CANCELLATION OF YOUR EVENT

You may cancel this Agreement at any time before the Hire Period begins, but you must pay us the Cancellation fee specified below if you do so. We may deduct the Cancellation fee from any amount you have already paid to us.

The Cancellation fee is:

- a) 10% of the Venue Hire, if you cancel this Agreement 28 days or more before the Hire Period is due to begin;
- b) 50% of the Venue Hire, if you cancel this Agreement less than 28 days, but more than 7 days, before the Hire Period is due to begin;
- c) the total Venue Hire, if you cancel this Agreement 7 days or less before the Hire Period is due to begin.

7. POSTPONEMENT OF YOUR EVENT OR PART OF YOUR EVENT

Where you believe or know your Event or part of your Event may not or cannot proceed as it is specified in this Agreement, you must immediately notify us in writing the reasons.

It is your responsibility to have whatever insurance or other financial provisions you may need to ensure you meet your obligations in a Postponement including our costs and charges.

If your Event or part of your Event is Postponed, then we agree that we will work co-operatively together to reschedule the Event. If the Postponement is not possible for any reason that shall be considered to be a Cancellation and the provisions of this Agreement relating to Cancellation shall apply.

Where the Event or part of the Event is Postponed and it is rescheduled to be held at a venue other than the Sydney Conservatorium of Music for any reason, that shall be considered to be a Cancellation and the provisions of this Agreement relating to Cancellation shall apply.

There is no obligation on us to agree to or accommodate a Postponement.

What You Will Have To Pay Us In The Event Of Postponement

- a) Where your Event or part of your Event is subject to a Postponement for any reason other than willful act of omission by us constituting default on our obligations under this Agreement, you will have to pay us costs associated with the actual cancellation of the Event that is to be postponed in addition to the Venue Rental and Venue Charges when the rescheduled Event takes place.
- b) **Venue Rental** – we will not charge you any Venue Rental for the postponed date but we will charge you the applicable Venue Rental for the rescheduled Event.
- c) **Other Costs** - we will require you to pay other costs associated with the Postponement. These charges will include:
 - i) any Venue Charges that we have incurred and for which we cannot cancel without cost to us;
 - i) all costs incurred by us as a result of the Postponement, which may include but are not limited to staff costs and ticketing charges; and
 - ii) any other costs we are out-of-pocket as a result of the Postponement.

We undertake to take all practical steps to mitigate these costs where possible.

- d) **Changes To Charges** – as a result of the Postponement some of our charges may change. The Venue Rental and Venue Charges may be chargeable at a different rate on the new date. The applicable rates for our rentals and charges on the new date will apply and will override any specification in this Agreement or any estimate of costs in relation to the original date. Where this occurs, we will issue you with a new estimate of costs.

You Reschedule Your Event to Another Venue

- a) Where the Event or part of the Event is rescheduled to a venue other than Sydney Conservatorium of Music for any reason, this is a Cancellation by you. We will enter into good faith negotiations regarding how to handle the box office funds, ticketholders (if applicable) and how you will pay us what you will owe us for the Cancellation.
- b) We will record these agreements in writing before either party takes any action in respect of the Cancellation.

8. TERMINATION OF AGREEMENT

Termination

We may terminate this Agreement, by notifying you 2 days in advance, if you:

- a) do not pay on time any amount due to us under this Agreement;
- b) become bankrupt or insolvent at any time;
- c) abandon the Hired Area; or
- d) do not observe another obligation under this Agreement within the time (which must be reasonable, taking into account the nature of the breach) we specify in a notice given to you to rectify that non-observance.

Release from liability

If we terminate this Agreement, you cannot hold us liable for, and you agree to release us from, any claim, loss or expense you incur as a direct or indirect consequence of the termination.

Cap on Liability

You acknowledge and agree that, despite and without limiting any other provision of this Agreement and except to the extent that such liability cannot be limited at law, our liability to you:

- a) arising under or in connection with this Agreement;
- b) in tort (including negligence);
- c) under any statute; and
- d) otherwise at law,

is limited in the aggregate to an amount not exceeding the Venue Hire fee.

Your obligations at the end of this Hire

You must, at the end of this Agreement:

- a) vacate the Hired Area;
- b) return to us any access devices (including keys, proximity cards) to the Hired Area or the Building; and
- c) remove Your property from the Hired Area (if you fail to do so within 7 days of the last day of the Hire Period, then we may treat it as abandoned and dispose of it, at your expense, as we see fit).

Holding Over

If you continue, with our approval, to access or use the Hired Area after the last day of the Hire Period, then you do so on a daily basis only, beginning on the day after the last day of the Hire Term specified in the Schedule:

- a) which either of us may terminate on 24 hours' notice;
- b) at the same Hire Fee;
- c) on the same conditions as this Agreement, except for any changes that we require as a condition of our giving our approval to your continued hire.

9. INDEMNITY, RELEASE AND INSURANCE

Hirer's risk

The Hirer occupies the Hired Area and enters and uses the Hired Area at the Hirer's own risk.

Indemnity

The Hirer is liable for, releases the University from and indemnifies the University against all and any claim, demand, expense, loss, damage or liability of any kind that the University directly or indirectly sustains or incurs as a result of in connection with the death or illness of, or personal injury to, any person and/or the loss or destruction of, or damage to, any property of any person as a result of the breach of this Deed by, or any negligent, unlawful or willful act or omission of the Hirer or an employee, agent, invitee or guest of the Hirer, except to the extent that any negligent act or omission of the University contributed to the relevant liability.

Consequential loss

Despite any other provision of this Deed, neither the University nor the Hirer shall be liable for and each releases the other from all and any claim arising from or in relation to the use of the Hired Area pursuant to this Deed for consequential or special loss including, without limitation, loss of business profits, anticipatory profits, business interruption or loss of business information.

Insurance

The Hirer must effect and keep effective during the Hire Period and produce to the University upon request a certificate of currency or other evidence of:

- a) public liability insurance applicable to the Hired Area and the activities carried out on, in or around the Hired Area including the Function in an amount of not less than \$20 million in respect of any single occurrence and unlimited in the aggregate and that policy must note the interests of the University; and
- b) other insurances relating to the Hired Area and use of the Hired Area required by law including, without limitation, workers compensation insurance.

10. VENUE INFORMATION

The Conservatorium of Music has 5 main performance venues suitable for music performances, lectures and conferences with a large number of break out spaces varying in capacities from 20-60 seated and is located within the CBD. Venues are available to external hires outside of learning & teaching activities during tertiary semesters and secondary terms.

Common areas

The Foyer, Atrium and all associated corridors accessing the major venues are considered common areas of the Conservatorium building and access for other users must be maintained at all times.

We will provide access to the foyer area outside/adjoining the hired Venue at the following times:

- a) from one hour prior to the event start; and

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- b) until thirty minutes after the Event;
- c) The foyer areas are not included as part of the defined Venue. You can only make use of the foyer areas for the purposes of accommodating patrons or guests immediately prior to, during and immediately after a time where audience or guests are to be present or at any other time where we have agreed
- d) The Atrium may be hired as a venue under some circumstances, but exclusive use is not available in most circumstances. Any other use of common areas beyond that for the congregation of audience members attending an Event must be approved in writing. As a guide, any activity that requires location of either the Conservatorium's or the Hirer's furniture within a common area (such as the placing of a registration table in the Foyer) must be approved. The Venue Manager will not allow use of common areas by the Hirer where the Venue Manager believes that the Hirer's activities are incompatible with other user's requirements.

Disabled facilities and services

The building has lifts and toilets designed to accommodate the needs of people in wheelchairs. Registered assistance dogs are permitted to accompany their owner on the premises at the owner's responsibility. The number of wheelchair accessible positions existing in each venue is listed with the venue capacities.

House seats

The following seats are reserved as House Seats for use by the venue. Hirers must not include these as seats for sale or otherwise unless upon official request, the Owner releases the house seats back to the Hirer:

Verbrugghen Hall – Stalls M7, M8, M9, M10
Music Workshop – A6, A7
Recital Hall West – F8, F9
Recital Hall East – F8, F9
Joseph Post Auditorium – 2 seats
Music Café – 2 seats

Load-in area

Parking on the forecourt of the Conservatorium for the purposes of unloading can be arranged through the Venue Manager. Parking on the forecourt is restricted and parking fines will be issued to unauthorised vehicles.

Bump In/Out access to the major venues of the Conservatorium is gained in the following ways:

- a) Music Workshop and Recital Halls – Loading dock and goods lift (2.25m x 6.73m – Door width 1.82m)
- b) Verbrugghen Hall – Double doors (Width 1.62m) on Northern (Opera House) side of building

Any unloading/loading of equipment is by the above methods only. No equipment, including via trolleys to be taken through the front doors of the Building.

Vehicles and goods must not remain in the loading dock or load-in areas unless loading or unloading.

Although many corridors within the Building are designed to allow passage of a grand piano, it is the Hirers' responsibility to check prior to booking confirmation that all equipment can be brought through to the Venue without modification of, or damage to, the Building.

Maximum Venue Capacities and Staff requirements

Approval to use the major venues requires that an appropriate number of Conservatorium trained and employed staff be engaged. The Venue Manager will arrange the appropriate number on behalf of the hirer, the cost of which will be borne by the Hirer.

A Front of House Supervisor is required for the duration of the booking.

Box Office sales staff will be required if we are providing ticketing services for Hirer's event.

The minimum number of ushers required is:

Verbrugghen Hall Capacity 630

(Seating Capacity - 491 Stalls and Gallery + 37

Choir Stalls + 2 wheelchair)

Stalls general admission	2
Gallery general admission	2
Choir Stalls general admission	2
Stalls reserved seating	3
Gallery reserved seating	2
Choir Stalls reserved seating	2

Music Workshop Capacity 338

(Seating Capacity - 216 + 2 wheelchair, Opera Configuration – 256 + 2 wheelchair)

General admission	2
Reserved seating	2

Recital Halls Capacity 150

(Seating Capacity - 116 + 14 Standing + 1 wheelchair)

General admission	1
Reserved seating	1

Music Café Capacity 140

(Seating Capacity – 100 + 20 Standing, Wheelchair accessible)

General admission seating only	1
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Joseph Post Auditorium Capacity 250

(Capacity – 169 + 48 Retractable, - 217 + 2 wheelchair)

General admission seating	2
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Seminar, Studio and Ensemble Rooms

(Capacities vary and are advised at time of enquiry. All are wheelchair accessible)

Performer warm-up space

Limited backstage and performer warm-up spaces are available. Requirements must be discussed with the Venue Manager at time of booking. This is especially relevant for bookings made during the University semester and Conservatorium High School term.

Storage space

Minimal storage space is provided with venues. Requirements should be discussed before booking confirmation to determine whether additional rooms should be booked. Unless otherwise arranged, storage spaces are available for the duration of the venue hire only. If equipment is left on site beyond the period of hire, extra charges will be incurred.

Workshop space

There is no workshop space available on site. Construction of sets beyond final assembly on stage, and painting beyond touch ups, may not be permitted. Change room facilities are not to be used for clean-up of brushes etc as outlined in Clause 13 Care of Venue.

11. INTELLECTUAL PROPERTY

Our Intellectual Property

You must not use or deal in any way with the Intellectual Property of either the Sydney Conservatorium of Music, University of Sydney, Department of Education or Conservatorium High School without the express prior written consent.

Your Intellectual Property

We will not use or deal in any way with your intellectual property except as agreed in connection with the marketing, publicity or ticketing for the Event or as otherwise agreed in writing.

12. HIRING AND OTHER OBLIGATIONS

The Hirer must:

- a) not use the Hired Area for any purpose except the Event specified in Schedule One;
- b) not promote or use the Hired Area for any public meeting or entertainment unless we have first agreed to hire the Hired Area to you for that purpose;
- c) not use flying drones, remotely piloted aircrafts or unmanned aerial systems of any kind unless formal approval is obtained from the Venue Manager and the relevant authorities;
- d) not erect signs or allow access to the public, unless the Hirer has obtained prior approval from the Venue Manager;
- e) notify the Venue Manager or its representative (Front of House Supervisor) immediately if there are any errors or malfunctions in relation to the Hired Area or if a matter arises that may affect the health and safety of any person;
- f) leave the Hired Area in the condition it was in prior to use by the Hirer;
- g) remove, at the Hirer's cost, any rubbish or other waste that the Hirer creates or brings onto the Hired Area;
- h) pay to the Owner on demand any expense the Owner incurs if the Hirer leaves the Hired Area, or any fixture, fitting or equipment in it, in an unclean or damaged condition;
- i) not attempt in any way to modify or physically tamper with any aspect of the Hired Area,
- j) not cause any nuisance or damage to the Hired Area, or any fixtures, fittings or equipment located in it;
- k) not assign, novate or sub-license your rights or obligations under this Agreement;
- l) not park any vehicle in or around the Hired Area unless you first obtain our permission;
- m) observe all signs located in or around the Hired Area;
- n) not bring onto or use in or around the Hired Area any decorations, helium balloons, confetti canons, glitter unless your first obtain our permission;

- o) observe and co-operate with our security and safety arrangements, in compliance with all provisions of the Work Health and Safety Act 2011;
- p) not sell or provide alcohol in or around the Hired Area, except in accordance with clause 14;
- q) ensure, and take reasonable steps to ensure, that your employees, agents and invitees observe these obligations;
- r) not bring any food or drink into any venue;
- s) have all catering arrangements in place no less than 14 days prior to the commencement of the Hire Period;
- t) observe and comply with:
 - i) the provisions of this Agreement;
 - ii) any reasonable direction of the Owner or its authorised officer;
 - iii) the Owner's security and safety arrangements (including emergency drills);
 - iv) all signs located in or around the Hired Area;
 - v) all applicable laws, regulations, rules, by-laws, delegated legislation and codes of conduct; and
 - vi) all requirements, orders or notices received from any competent authority regarding the access or use of the Hired Area by the Hirer and its employees, agents, invitees and guests;
 - vii) the Owner's by-laws, rules, policies and procedures, including, without limitation, those with respect to:
 1. workplace health and safety;
 2. discrimination and harassment;
 3. parking and traffic;
 4. privacy of personal information;
 5. security; and
 6. a smoke-free campus,
 copies of which are downloadable from the Owner's website at <http://sydney.edu.au/policies>
- u) not promote the Hirer as being associated with the Owner, nor promote the Event as being associated with or conducted by the Owner without our express written permission;
- v) not use the Owner's name and or its logo without the Owner's prior approval (which may be withheld in the Owner's absolute discretion);
- w) not conduct fundraising activities unless the Hirer is a registered charity with an official Charity Fundraising Number (CFN);
- x) notify the Owner of all caterers, performers and other suppliers that will be entering the Hired Area for the Event;
- y) not interfere with any Sydney Conservatorium, Conservatorium High School, Department of Education or University activity; and
- z) ensure, and take reasonable steps to ensure that the Hirer's employees, agents, invitees and guests observe the provisions of this clause 12.

Hired Area

We grant to you the right to:

- a) occupy the Hired Area for the duration of time specified in Schedule 1;
- b) if specified in the Schedule, use any dressing rooms we allocate to you; and
- c) use, on a non-exclusive basis and subject to clause 10, the Common Areas,

for the Hire Term specified in the Schedule, for the purpose of staging the Event and on the conditions specified in this Agreement.

Earlier access is not available unless otherwise agreed to by the Owner's representative.

The Hire Period must include all planned activities, including but not limited to:

- a) bump in;
- b) rehearsals; and
- c) bump out.

Exclusions

This Agreement does not:

- a) include any audio-visual equipment unless specified in the Schedules;
- b) include services to remove or replace furniture and/or equipment;
- c) confer on you any right to bring or park any vehicles on to our property;
- d) include any security other than that we normally provide in respect of the Building generally;
- e) impose any obligation on us to promote the Event; or
- f) confer on you any right to use the foyers of the Building unless we grant you permission under Hired Area of this clause.

Programs, Merchandising and displays

Hirers must notify their intention to sell merchandise within the building and are permitted to sell their own merchandise on the premises during the period of the hire only. Merchandise may only be displayed on free-standing notice boards, racks or tables and these must not block passageways. Merchandise must not be attached to walls or permanent fixtures of the building in any way. Merchandise and associated display furniture must be removed from the public areas of the building outside the hire period.

Requests for Program/Merchandise and Displays must be made in writing to the Venue Manager and at the time of booking.

Stage management and backstage staff

It is the Hirer's responsibility to ensure they have the appropriate number of staff allocated to attend to all backstage and stage management responsibilities. Conservatorium staff do not assist with stage management.

Protocol to be observed for important visitors

It is a condition of hire that the Venue Manager is notified in advance of visits or proposals to extend an invitation to any Vice-Regal person, Commonwealth or NSW State politician, Ambassador or High Commissioner. The Hirer will inform the Venue Manager as to the purpose of the visit and any issues relating to the arrival and departure, reception, parking, security and publicity of important visitors.

Venue Capacities

Venue capacities as outlined in clause 10 are legislated and cannot be breached.

13. ACCESS AND USE

Access

Access to the Hired Area/s is not before the Hire Period. Hirer must not enter the venue without being in the presence of the Owner's representative who will, with the Hirer, check the Hired Areas prior to granting access.

Care of venue

Venues (stage and backstage areas) must be left in the same condition as found.

The Hirer is responsible for any damage caused to the venue by Your employees, contractors, sub-contractors, service providers, agents, audience or exhibitors.

Repair at your expense and to our satisfaction any damage (including that caused by tape and chewing gum) you do to the Venue or other part of the SCM, unless the damage was caused by our negligence.

Timber surfaces and paint work must remain unmarked.

No tape or other adhesives should be used on any building or venue surfaces. Cloth/gaffer can be used to mark up the stage however must be removed by the Hirer prior to the end of the hire period.

Furniture and sets should not be dragged across floors. Holes must not be drilled into any surface and cello and bass spikes must not be put directly onto the floor.

Scenery etc should be weighted or clamped, not screwed, into position (suitable clamps and weights should be organised by the Hirer).

No painting or drilling or sanding can be performed in any venue.

The Hirer is responsible for ensuring all equipment, merchandise, catering provisions and goods are removed from the building at the conclusion of each hire period. The Conservatorium takes no responsibility for materials left on-site and reserves the right to remove materials if necessary.

You undertake that you, and where applicable you will ensure that your officers, employees, agents, contractors, licensees and guests:

- a) must enter and leave the Venue in accordance with our instructions;
- b) must leave the premises if we request, they do;
- c) must not bring into, receive or provide in the Venue any food, liquor or refreshment (excluding water) or make catering arrangements not approved by us;
- d) must comply with all laws, by-laws, regulations and requirements in relation to your use of the Venue, including regulations relating to noise control and environmental protection (if applicable), the policies and procedures adopted by us (including our Occupational Health and Safety Guidelines) and notified to you, and you will use the Venue, and its facilities, equipment and services in a safe, proper and efficient manner to our satisfaction;
- e) must not, without our prior written approval, make any additions or alterations to the structure, facilities, goods, equipment or fittings of the Venue or Common Areas, and will bring to the Venue and install or use only such other goods or equipment (including electrical equipment) as are approved by us;

- f) ensure all electrical equipment has a current Test and Tag label clearly displayed [as specified in Australian/New Zealand Wiring Standard 3760. Any electrical equipment that does not display a current Test and Tag label shall be deemed unsafe and removed from service immediately;
- g) must not, without our prior written approval, bring, permit or use any explosive, toxic or flammable liquid or substance or any illegal item in the Venue;
- h) must not smoke in any part of the interior of the Building;
- i) must not hinder the access of our employees and guests at any time;
- j) must not affix any signage to the building's fabric eg. stage, walls, columns, glass;
- k) must not use Blutak on any tablecloths provided by the Owner;
- l) return all proximity access passes, keys, ID tags, two-way radios at the end of the Event or at any other time we request you do so;
- m) must leave the Venue and its facilities, goods, equipment and services in as clean, safe and proper condition as when you entered the Venue and will remove your goods and equipment promptly and to our satisfaction.

Cleaning

Pre and post-hire cleaning, other than for catering, is included in the venue hire. Venue hires longer than two days will incur charges for cleaning at two-day intervals or at additional times requested by the Hirer. The Hirer will also bear the cost of any additional cleaning as deemed necessary by the Venue Manager. The Venue Manager will notify the Hirer in each instance of additional cleaning being required. In order to avoid additional cleaning charges, the Hirer is to remove any leftover fliers, programs etc from the Venue, foyers and Box Office.

Foyers

You acknowledge and agree that:

- a) from time to time we may grant permission for foyer spaces to be used for functions, public exhibitions, displays or events;
- b) Hirers seeking to use the foyer spaces for events such as exhibitions or displays must apply in writing to con.venues@sydney.edu.au;
- c) when applying under clause 13. b), full details of the exhibition, display or event must be provided including expected floor usage (in square metres) and examples of works to be displayed (noting that the Foyers do not have wall-hanging facilities for exhibitions);
- d) when determining whether to grant permission under clause 13. b), we may consult with and consider the impact on other venue hirers whose audiences may be unduly affected by the proposed exhibition, display or function; and
- e) if we grant you permission under clause 13. b), usage charges in addition to the Hire Fee may apply.

Deliveries

Consignment of all shipments to be delivered to the premises will be the responsibility of the Hirer. Staff of the Conservatorium of Music are unable to accept any deliveries on the Hirer's behalf without prior approval.

Parking

All vehicles (including performers' vehicles) must be parked off site. Details of local parking stations are available on the Sydney Conservatorium of Music website.

For loading/unloading on the forecourt, see 'Load-in Area' under Venue Information.

If permission to park is granted by the Venue Manager, the Hirer acknowledges they park at their own risk with no recourse to the Owner for any damages or injury incurred while parked on the Owner's property.

14. FOOD & BEVERAGE

Neither the building owner nor the Venue Manager holds a license to sell alcohol.

The Owner's on-site Catering Contractor can service various levels of catering and will provide quotes for specific Hirer needs. The On-site Caterer has exclusive rights to apply for a liquor license to operate a Cash Bar preshow and interval service and require a minimum of 21 days' notice in order to apply for an event liquor license with the local authorities.

This Cash Bar service is provided at no cost to the Hirer if revenue guarantees are met for each event. The Cash Bar agreement will be executed by the Hirer and Catering Contractor.

Should the Hirer require that external caterers be commissioned for their event or if they choose to self-service food & beverage to patrons, the application will need to be made in writing to the Venue Manager before considering such a request. If approved the following will need to be observed:

- a) There is a serving area (counter & sink) located on the lower level of the Atrium. It is the Hirer's responsibility to clean the Atrium bar at the conclusion of every function in order to avoid additional cleaning charges. Hirer to remove all rubbish to the Loading Dock and place in appropriate rubbish or recycling bins. Failure to comply will result in additional charges;
- b) No tea/coffee arrangements to be set-up in the Foyer, Atrium or any part of the building when under smoke detectors. The Hirer must inform the Venue Manager if urns or any other heating appliances to be used.
- c) Any staff serving alcohol must provide a copy of their current RSA (Responsible Service of Alcohol) certificate a minimum of 14 days prior to the service;
- d) No food or drink is allowed in any venue or common areas other than the Music Café and Atrium and Level 3 Foyer. There are no separate 'green room' refreshment facilities available for performers.

15. TECHNICAL EQUIPMENT & PRODUCTION

Additional & hired-in equipment

All mains-connected electrical equipment must have a current Test and Tag label clearly displayed [as specified in Australian/New Zealand Wiring Standard 3760. Any electrical equipment that does not display a current Test and Tag label shall be deemed unsafe and removed from service immediately;

[Type here]

All equipment rigged overhead must:

- a) be attached only at certified rigging positions;
- b) not exceed the certified loads of position;
- c) be secured with a safety chain or similar; and
- d) be installed by a licensed rigger with the appropriate certification including working at heights certification.

Installation of all such equipment is subject to the agreement of the Venue Manager and (not limited to) provision of risk assessments, insurances and methodology statements from the Hirer.

Communications

Communications (including telephones, closed circuit television, and headsets) are not provided at any venue.

There are a limited number of two-way radios available for each venue predominantly used by the Conservatorium front of house staff. The Front of House Supervisor assigned to your event will discuss use by Hirer's staff on the event day.

Access to the University's internet (wired or wireless) cannot be provided.

Hazers, fog machines, pyrotechnics and naked flame

The Hirer shall not permit any hazers, fog machines, naked flames, explosives, or fuel to be brought into or be used in any part of the Premises.

Materials used in any part of the Premises accessible to the public must be rendered non-flammable, including curtains, sets, scenery, overhead structures, decorations, and have a minimum spread of flame and smoke developed index as outlined in Australian Standards 1530 Part 3. Certified proof of fire rating must be provided to the Venue Manager prior to the hire period.

Hirer's Sponsor Pianos

The Hirer must advise the Venue Manager at the time of venue hire enquiry if they have any intention of arranging an external upright, baby or concert grand piano to be brought onto the premises. Delivery, tuning and pick up costs are to be borne by the Hirer and if scheduled outside of the Hire period then additional hire fees and staff costs will apply.

Access to the Venue prior to the Hire Period is subject to Venue availability.

Keyboard instruments

The Owners' pianos, harpsichords and the celeste may be hired for use within the Conservatorium building. Most pianos are dedicated to venues and may not be made available for use in another venue.

Instruments are regularly maintained and tuned however they are at a high level of use. The Hirer is required to show evidence of having taken out insurance on the instrument/s to cover damage and theft during the period of the hire.

The cost of moving the piano into a venue if the Hirer requires it and subject to availability, or out of a venue if the Hirer does not will be arranged by the Owner and costs will be borne by the Hirer.

If any extra tuning requirements for pianos, harpsichords and other keyboard instruments are expected, these will be arranged in consultation with the Venue Manager who will be

responsible for arranging tuning and costs will be borne by the Hirer.

Pianos may not be prepared in any way, nor have their strings plucked, without a detailed application to the Venue Manager at least one month prior to the Hirer Period and subsequent written approval of the Venue Manager being sent to the Hirer. Failure to comply will result in the relevant performance piece being withdrawn from the program.

Piano lids must not be removed without prior consultation with the Venue Manager who will arrange adequate staffing levels to do so. The cost to be borne by the Hirer.

Any proposed movement of pianos on or off stage during the hire period must be advised to the Venue Manager in advance of the hire period and cannot be moved by the Hirer or its representatives without being under the direction of the Front of House Supervisor.

Other Instruments

Other Conservatorium instruments are not available to The Hirer.

Requests for movement of all Conservatorium of Music instruments and equipment must be made in advance and will only be undertaken by Conservatorium staff. Any damage caused by hirers will be charged for accordingly.

Percussion instruments

A selection of standard orchestral percussion instruments is available for hire, pending availability, for performances taking place at the Sydney Conservatorium of Music. Please submit a list of required instruments to the Venue Manager for consideration.

Stage furniture

The following equipment can be available for hire from the Owner, subject to availability, and for use only within the building:

1. Orchestral chairs (sufficient for large orchestra and is venue dependent)
2. Orchestral stools (maximum of 9)
3. Music stands (sufficient for large orchestra)
4. Acoustic shields and baffles (limited number)
5. Tables

Staging

There are no hanging systems in any of the SCM's venues. All drapery, cloth, banners must be free standing.

Temporary Structures

Any temporary structure must be pre-approved and checked by the Venue and may potentially require structural engineer certification.

The Venue Manager or its authorised representative will remove, at the Hirer's cost, any form of construction or structure which does not comply with the statutory requirements or which infringes the above regulations.

16. RECORDING AND/OR BROADCASTING/ PHOTOGRAPHY

The Hirer may not record or broadcast an event without the written permission of the Venue Manager. The Hirer must provide their own equipment as appropriate.

In line with the Live Performance agreement under which our staff are employed, professional broadcasts or recordings incur a penalty rate for audio and lighting staff. Professional recording is defined as: a recording where some or all of the recording will be used for commercial purposes.

Archival audio or video recording (where no part of the recording is used for commercial purposes) does not attract any fee.

It is the Hirer's responsibility to ensure that the appropriate permits for the recording/broadcast of material in copyright are obtained. Please refer to 'Copyright fees, licenses and permits' in clause 18.

Commercial use of building by media

The filming of facilities at the Premises requires the Owner's approval. There cannot be any filming of staff or students or Sydney Conservatorium / Conservatorium High School performances or stage set-ups without written approval of the relevant Principal/Dean.

17. FIRE, SAFETY AND WHS

Your Fire and Safety obligations

The Hirer must:

- a) ensure that all its employees, agents, contractors or invitees, are aware of the evacuation paths and assembly areas relevant to the Hired Area;
- b) in the event of an emergency, immediately call emergency services on 000, and onsite Security on 0499 037 782;
- c) immediately notify the Front of House Supervisor of any threatening or violent behaviour;
- d) ensure that an appropriate safety management plan is in place if amusement equipment is to be used;
- e) not use heaters, heat producing devices, open flames, candles, lamps or lanterns, explosive fuel, flammable liquid and/or helium balloons in or around the Hired Area;
- f) not use booths, stalls, stages, and other items constructed of flammable materials in or around the Hired Area;
- g) not use highly flammable materials which also readily release toxic gases;
- h) not impede or block exits & exit routes in any way including by the layout and location of booths, stands, exhibits, chairs, tables, platforms, projectors or screens;
- i) ensure that all exit doors are free from temporary or permanent blockages such as display stands, drapery, equipment and screens;
- j) ensure all exit doors are unlocked and accessible during the event;
- k) ensure all exit signs are clearly visible and illuminated at all times; and
- l) comply with any direction of the Owner's representative concerning fire and safety.

Your WHS obligations

The Hirer must:

- a) be aware of and comply with its obligations under the WHS Law;
- b) take all reasonable care to prevent any risk to health and safety while in the Hired Area, including insuring that the Hirers' own acts or omissions do not adversely affect the health and safety of any person;
- c) notify the University of any matter that may affect the health and safety of any person, including a 'notifiable incident' within the meaning of the WHS Law, immediately after becoming aware of such risks; and
- d) if, in the Owner's reasonable opinion, the nature or size of the Event warrants one, supply the Venue Manager with a risk assessment for the Event at least 14 days prior to the commencement of the Hire Period, which outlines the specific risks and controls to be put in place. In particular, the risk assessment must ensure that systems are in place to eliminate any identified risks, or where the risks cannot be eliminated, to do what is reasonably practicable to ensure that the risks are adequately controlled and minimised.

In this clause, 'WHS Law' means the Work Health and Safety Act 2011 (NSW), the Work Health and Safety Regulation 2017 (NSW) and any applicable codes of practice or guidelines made under that Act or those Regulations.

Our Fire, Safety and WHS obligations

We will:

- a) be aware of and comply with our obligations under the WHS Law;
- b) take all reasonable care to prevent any risk to health and safety while in the Hired Area, including insuring that our own acts or omissions do not adversely affect the health and safety of any person;
- c) provide security services during the Hire Period. These security services are comprised of; building monitoring, Chief Fire Warden and 1st aid officer;
- d) Provide staff who have first aid training and are WHS representatives during the Hire Period.

18. COPYRIGHT FEES, LICENSES AND PERMITS

The Hirer is responsible for obtaining all appropriate licenses, permits and approvals from the appropriate government departments, statutory board or competent authority for the playing of all music and use of performance materials protected by copyright, whether played live or pre-recorded, at its own expense. If the Hirer has arranged to record the event, the Hirer must ensure the permits allow for this as well.

Hirers may be liable to pay an Australasian Performing Right Association (APRA) fee. Please contact APRA to determine your licensing requirements.

Copies of the licenses, permits and approvals obtained must be submitted to the Venue Manager upon request.

19. GENERAL

Building Inspection

The Hirer and the Venue Manager's representative will make a pre-event and post-event building inspection of the Hired area. Repair to any damage of the inspected area occurring during the period of hire will be charged to the Hirer. The Hirer's attention is drawn to some specific examples of damage outlined under 'Care of venue'. However, damage is not limited to these examples only.

Governing Law

The laws in force in New South Wales govern the terms of this Agreement. You and we agree to submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in that State, including any courts of appeal from them.

Security

The Conservatorium has security staff covering the normal operations of the building. Security are not dedicated to the Hirer's event however additional security may be arranged by the Venue Manager for the Hirer if requested. The cost of this service will be borne by the Hirer.

Unless the Catering Contractor is commissioned to supply specific catering, there is no Liquor License for the site and the Hirer will be responsible for the legal obligations and responsibilities associated with the serving of alcohol, and for making appropriate security arrangements if alcohol is to be served at their events or functions by any third party.

No agency or partnership

Nothing contained or implied in this Agreement constitutes either the Hirer or the University as the partner, agent or legal representative of the other for any purpose or creates any partnership, agency or trust, and the Hirer has no authority to bind the Owner in any way.

Severability

If any part of this Agreement is or later becomes unenforceable, then those unenforceable terms shall be deleted from this Agreement (to the extent that they are unenforceable) and the remaining terms of this Agreement shall continue in full force and effect.

Statutory terms

Where a statute implies in this Agreement any term, and that statute voids or prohibits provisions under this Agreement which exclude or modify the operation of such term, such term is deemed to be included in this Agreement.

No merger

The rights, obligations, representations, warranties and indemnities in this Deed do not merge on completion or any transaction contemplated by this Agreement.

Assignment and novation

The Hirer may only assign or sublicense its rights or novate its rights and obligations or under this Agreement with the prior written consent of the Owner.

Variation and waiver

A provision of this Agreement or a right created under it may not be waived or varied except in writing and signed by either the Hirer or the University (whichever has the benefit of the provision or right). A failure or delay in exercise of a right arising from a breach of this Agreement does not constitute a waiver of that right.

No warranties

The Hirer acknowledges and agrees that:

- a) the Owner makes no representation or warranty about the condition of the Hired Area or the suitability of the Hired Area for the purposes of the Function; and
- b) the Owner is not liable under any circumstances if the Hirer is not satisfied with the condition of the Hired Area or if it is not suitable for the purposes of the Function in the opinion of the Hirer.

No tenancy

The Hirer acknowledges that this Agreement does not create any tenancy or give the Hirer any interest in the Hired Area or entitle the Hirer to quiet enjoyment.

Terms and entire agreement

This Agreement constitutes the entire agreement about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.