

SYDNEY TOWN HALL

TERMS AND CONDITIONS OF HIRE & ADDITIONAL SERVICES & CHARGES

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SCHEDULE OF ADDITIONAL SERVICES & CHARGES

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TERMS AND CONDITIONS OF HIRE

The City of Sydney ("the City") agrees with the Hirer to the hire and use of the Venue referred to in Schedule One for the purpose indicated on the date or dates and at the times shown on the conditions set out below.

1.01 Venue Hiring Charges

The Hirer will pay to the City the amounts set out in Schedule One for the hire of the Venue. The Hirer is aware of the amounts of all hiring fees and charges for other services and facilities associated with the use of the Venue.

1.02 Deposit

The Hirer will within 14 days of making a tentative booking, pay as a deposit 25% of the total amount payable (10% as Booking Fee and 15% as Hiring Fee), which will be applied as set out in Clause 1.09. If the deposit is not received by this date, the City may cancel the tentative booking and hire the venue to another Hirer.

1.03 Balance

A) Venue Hire Invoice

The venue hire balance must be made at least 8 weeks prior to the start date of the event.

B) Pre-Event Invoice

The pre-event balance for additional items must be made 2 weeks prior to the start date of the event.

If the payment in full is not received by these dates, the City may cancel the booking and hire the venue to another client.

1.04 Changes to Requirements

Any changes requested by the Hirer within 72 hours before the hiring, may incur an additional fee as specified in the schedule of additional services and charges. The City may require this fee be paid prior to event commencement.

1.05 Bond

The City may require a Security Bond. The Security Bond will be refunded if the Venue is left in a satisfactory condition. If any additional charges (e.g. cleaning or repairs) are incurred either before, during or after the event, these costs will be deducted by the City from the Security Bond.

1.06 Damages

The Hirer must not damage the Venue, or any equipment or facilities provided by the City. If damage is caused, then the City may deduct the cost of repairs, and any loss of income during the repair period, from the Security Bond. If the amounts involved are greater than the Security Bond, then the City may recover any shortfall from the Hirer as a debt due and owing.

1.07 Insurance

The Hirer must provide a Certificate of Currency for \$10 million public liability insurance with an insurer acceptable to the City, and **note the City of Sydney as an interested party**. Please note the insured party name on the Certificate of Currency must be identical to the name on the booking contract.

1.08 Late Conclusion

If an event finishes after the time specified in the Schedule, the Hirer must pay to the Council the hourly rate of the night session plus thirty per cent (30%). Also must pay Council the hourly event rate or bump out rate as per the Hirers contract.

If any additional personnel have been booked for the event, additional charges will also apply.

1.09 Cancellations

A. Cancellation by Client

The 25% confirmation deposit is made up of two elements – a 10% Booking Fee and 15% Hiring Fee. If the Hirer cancels the booking more than 90 days prior to event commencement, the City will retain the 25% Deposit as a cancellation fee.

Should a confirmed event cancel within 90 days prior to event commencement, the full room hire amount as specified in Schedule 1 is payable.

The 15% Hiring Fee will be refunded to the Hirer but only if another party books the Venue for the same period as the cancelled booking. The 10% Booking Fee will be retained to cover administration costs in any event.

B. Cancellation by Council

The City may at any time before the function, cancel the hire of the Venue by giving written notice of such cancellation to the Hirer. If the City cancels the hire pursuant to this clause 1.09B, all monies paid will be returned to the Hirer. The City is not liable to the Hirer for any loss or damage suffered by the Hirer as a result of such cancellation.

C. Termination for Breach

If, at any time, the Hirer is in breach of a material term of these conditions, the City may, in the City's absolute discretion cancel the hire of the Venue by giving written notice of such cancellation to the Hirer. Should the hire of the venue be cancelled pursuant to this clause 1.09C, the full room hire amount specified in Schedule 1 shall be payable by the Hirer.

D. Force Majeure

If the Hirer is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement, then this shall not affect the operation of the terms of this Agreement and the risk of frustration is to be borne by the Hirer.

The term "force majeure" means an act of God, a strike, lockout, act of public enemy, civil commotion, war, blockade, riot, state of emergency, lightning, fire, storm, flood, washout, explosion, Government restraint, or any form of Governmental intervention (including where the event arises as a result of action taken by the Corporation as the relevant statutory authority) and any other cause which is not within the control of the party alleging it.

1.10 Access to the venue

The City retains the right to control the Venue including all means of ingress and egress, and over the timing of opening and closing of doors and the admission of the public (including the right to refuse admission to any person or persons).

1.11 Site Inspections

During load in, rehearsal and load out period of an event, site inspections may be conducted by a member of our Venue Management unit. Any objections must be notified in writing up to 4 weeks prior to the event.

1.12 Room Capacities

Maximum number of persons permitted in Sydney Town Hall venues.

	THEATRE	RECEPTION	BANQUET
Centennial Hall Galleries	612	N/A	N/A
Centennial Hall Ground Floor	1396	1500	800
Lower Town Hall	800	1000	450
Vestibule	200	250	N/A
Marconi Terrace	N/A	350	N/A

The City reserves the right to decrease venue capacity pending the nature and scope of particular events. The Hirer must not issue tickets for more than these maximum numbers.

1.13 Tickets

The issue of all tickets of admission are subject to the direction of the City.

Ticketing Agencies:

The Hirer must ensure that the City approves any proposed event floor plan before it is made available for public sale via ticketing agencies (including private agencies Ticketek or Ticketmaster). Without prejudice to any other rights under this agreement, the City will instruct both the Hirer and the relevant ticketing agency to stop selling tickets if floor plans were not approved by the City, in which case ticket sales must not resume until such time as a floor plan has been approved by the City.

The Hirer must authorise ticketing agencies to make available to the City, whenever requested by the City, information regarding ticket sales. The Hirer must ensure that the City receives regular reports regarding ticket sales. The reports must be submitted to the City on a weekly basis from ticket sale commencement. The City reserves the right to liaise with ticketing agencies directly to obtain this information. Breach by the Hirer or its agents of the requirements of this clause will entitle the City to cancel the booking pursuant to clause 1.09C.

1.14 House Seats

The Hirer will reserve from sale (at no charge) seats FF and GG 33 to 40 inclusive (16 in total) in the Southern Gallery. The City will advise the Hirer by 2.30pm on the day prior to the performance if the seats are required, or returned to the Hirer for sale.

1.15 Box Office

The Hirer must open the box office for ticket sales and collections a minimum of one hour before each event.

1.16a Front of House Staffing

A number of Front of House personnel including 1 x Security guard, ushers and supervisors are included in the venue hire fee.

The number of prescribed personnel required for an event at Sydney Town Hall is based on the type of event and the physical spaces used within the building. Additional staffing charges apply for Front of House services when events are fully ticketed (Reserved Seating as opposed to General Admission), or when event requirements exceed the normal operations of the venue.

Hirers are not permitted to independently appoint ushers or security personnel, and all arrangements must be made through Venue Management. For further information about staffing procedures or to obtain a quote for your event, please contact Venue Management.

Please note, security staffing for liquor related or crowd control issues is a separate matter and should be discussed with Venue Management prior to confirming your event.

Centennial Hall Reserved Seats

Seventy-five per cent (75%) or more capacity (1500) seats:	15 ushers
Less than seventy-five per cent (75%) capacity:	1 usher per 130 tickets issued

Centennial Hall General Admission

Unreserved Seating throughout Centennial Hall:	4 ushers
Centennial Hall Galleries (if used)	2 ushers

Two ushers must be positioned on the Northern and Southern Galleries for the duration of any event that uses the upper level of the Centennial Hall.

Lower Town Hall

Ushers may be required for theatre style events in the Lower Town Hall. Number of ushers required will be discussed at your production meeting and will be dependent on the style of your event and patron numbers. The cost of ushers are not included in the venue hire of the Lower Town Hall and will be an on cost to the hirer.

1.16b Crowd Control for Events

Minimum Number

The Hirer must provide security approved by the City at the Hirer's cost. Minimum crowd control staffing numbers required by the City are listed below:

Less than 200 guests	1
201 – 400 guests	2
401 – 600 guests	3
600 guests or more	4

1.17 Copyright

The Hirer must not infringe or allow others to infringe any copyright, performing right or other protected right involved in any performance or use of the venue.

The Hirer must obtain from the Australian Performing Rights Association Limited or any other appropriate person or organisation all licences or other approvals as required for the performance of any works to be performed.

1.18 Photography, Broadcasting and Television Recording

The Hirer must inform the City in writing of any intention to photograph, broadcast, televise or record any activity within the Sydney Town Hall.

The Hirer must pay all fees and costs resulting from such activities, and must include in any photography, television or broadcast such material and information that may be required by the Council.

The City may take photographs, recordings, and footage of the event or exhibition for the City purposes (including promotional, marketing, archival purposes and annual reports).

1.19 Additional Facilities, Equipment and Services

The City may allow the Hirer to use additional equipment and services not provided by the City. Any facilities, equipment and services must be operated and maintained in accordance with any written or verbal direction given by the City officers from time to time.

1.20 Additions or Alterations

The Hirer will not, unless approved by the City in writing, make any addition or alterations to the structure, facilities, goods, equipment or decoration of the venue.

1.21 Departure from Venue

The Hirer shall leave the venue, its facilities and equipment in a clean, safe and proper condition as at the commencement of the hiring, to the satisfaction of the City, and will remove all goods and equipment brought in by the Hirer in accordance with any direction of the City. The City shall not have any liability in respect of loss of or damage caused to goods left in the venue.

1.22 No Smoking, Candles, Flammable Liquids or Substances

Smoking is not permitted within the venue. The Hirer must not bring into or use in, or permit to be brought into or used in, the venue or any other part of the building any flame (including candles), explosive, fuel, flammable liquid or substance or helium balloons.

1.23 Catering

Any refreshments sold or distributed must be supplied by the Sydney Town Hall caterer nominated by the City.

1.24 Advertising and Signage

The hirer must comply with Council's standards of Signage and Promotion. Details of these standards are outlined under the Sydney Town Hall Venue Specifications – Signage and Promotion.

1.25 Presentation Standards

The City may require the Hirer to remove any material (including cartons, boxes, and hand written signs and display materials) which is detrimental to the Venue's presentation standards. The Hirer must comply immediately with any such request.

1.26 Venue Officers

Uniformed Venue Officers of the City may be present at every function.

1.27 Right of Entry

The City's authorised staff may enter and inspect the Venue or any part of it at any time. The Hirer must not obstruct them or any member of the police force, fire brigade, ambulance service or any other emergency service, from entering the Venue.

1.28 Lost Property

Only staff of the City may enter, examine and search the Venue for lost property after the termination of the hire. Any property on being found will be registered and disposed of in accordance with the City guidelines. All lost and found items at Sydney Town Hall and will be held for up to 4 weeks in a secure storage area. Property not claimed within four weeks by the owner will be disposed of.

For any lost property enquiries, please call our Venue Management team on 9265 9282.

1.29 Regulations

The Hirer must comply with all legal requirements relating to the use of premises and/or the conduct of performances or functions.

1.30 Use of Dangerous Goods

The Hirer must not bring or permit others to bring any dangerous goods or weapons into Sydney Town Hall, without the express written consent of the City.

1.31 Hirer's Employees and Agents

All persons engaged or employed by the Hirer in connection with the Venue hiring must comply with the provisions of

this Agreement, and the Hirer agrees to accept responsibility for any failure on the part of his or her agents, employees and contractors to observe and comply with these provisions. The Hirer must ensure that all agents, employees and contractors are familiar with the requirements of any applicable occupational health and safety legislation.

All Hirers and their agents, employees and contractors must comply with the City's Work Health & Safety policy while on the City's premises.

A copy of the WHS policy can be obtained from the City's website: www.cityofsydney.nsw.gov.au. A copy can also be provided by Venue Management.

1.32 Prohibition of Assignment

This Agreement is personal. The Hirer cannot transfer, assign, sub-let or sub-hire his or her rights under this agreement.

1.33 Indemnity

The Hirer will indemnify and keep the City indemnified for and against all damages, action, suits, claims, costs and demands, which may be made or recovered against the City by any person whatsoever in respect of any loss, injury (including death) or damage sustained whilst in or upon the City's premises except to the extent that such loss, injury or damage is caused by the negligence of the City, its servants and agents.

1.34 Waiver

The provisions of this Agreement can only be varied or waived in writing.

1.35 Interest

The City may require the Hirer to pay interest on all monies outstanding to the City for any period in excess of thirty (30) days after the same becomes due for payment, at the interest rate determined by the City to be payable on overdue rates.

1.36 Price Rise

The Hirer acknowledges that all charges have been calculated in accordance with the fees for the **financial year**. If the venue is booked for an event after 30 June, the amount payable for that function may be increased by the City to reflect the current changes and prices at the time of the function.

1.37 Serving of Notices

Any notice will be given to the parties at the address set out in Schedule One.

1.38 Surcharges

A 25% surcharge is applicable for each hire period on Sundays and all Public Holidays.

1.39 Retail Sale Events at Sydney Town Hall

Events with the principle activity of retailing merchandise in the venue are restricted to a maximum hire of nine sale days per booking and to a maximum of two bookings per Hirer (and related Hirers) per financial year.

SCHEDULE OF ADDITIONAL SERVICES & CHARGES

A variety of additional services and equipment is available to Hirers. The specific needs of some events may require additional staffing and services to maintain our house standards and safety plan. Items not listed in this schedule are provided on quotation.

The Sydney Town Hall venue specification provides further information about additional charges that may be required.

STAGING EQUIPMENT & SERVICES		
Kawai GX6 Piano Moving and Tuning	per booking	\$720
Fazioli Piano Moving and Tuning	per booking	\$990
Carpet Runner Centennial Hall Front Steps to Eastern Corridor	per booking	\$450
Carpet Runner Centennial Hall Centre Aisle	per booking	\$350
Centennial Hal Clerestory Window Black Out	per booking	\$5,500
Centre Stage Access Centennial Hall Installation/Removal	per booking	\$300
Stage Extension Centennial Hall Installation/Removal	per booking	\$490
Flip Chart (Inc. pads and pens)	each	\$25
Marconi Terrace Marquee – Installation and removal (normal hours)	Per occasion	on quotation
Eastern Gallery additional Ops Platform Installation / Removal	each per booking	\$1,250
Camera Risers 2.4 x 1.2m at 600/800mm	each per booking	\$75
AUDIO EQUIPMENT (INC GST)	Unit of Measure	Sydney Town Hall
EQUIPMENT PRICES ONLY LABOUR CHARGES ADDITIONAL UNLESS NOTED		
Central Line Array Removal & Reinstate (inc labour)	each per day	\$1,600
DPA 4088 Headset Flesh	each per day	\$27
Media Splitter	each per day	\$125
Microphone - Cabled	each per day	\$15
Mixing Console - Portable	each per day	\$150
Mixing Console - Pro 1 Monitor Consol	each per day	\$225
Mixing Console – Pro X Monitor Console	each per day	\$600
Portable PA 2 Speaker Package	each per day	\$425
Portable PA 4 Speaker Package	each per day	\$550
Portable PA 6 Speaker Package	each per day	\$675
Portable PA 8 Speaker Package	each per day	\$700
Portable PA - Ti10 Line Array	each per day	\$850
Speaker	each per day	\$100
Wireless Comms Clear Comm	each per day	\$110

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Marconi & S'thn Room Audio System	each per day	\$400
Vestibule Audio System	each per day	\$400
Marconi Terrace Audio System - BGM	each per day	\$525
Archival Audio Recording Fee (4hrs)	each per day	\$165
Wireless - Radio Microphone	each per day	\$150
Wireless - In Ear Monitor	each per day	\$150

LIGHTING EQUIPMENT (INC GST) EQUIPMENT PRICES ONLY LABOUR CHARGES ADDITIONAL UNLESS NOTED

3 Phase Distribution board	each per day	\$75
Power Lock – 25m 200A Cable	each per day	\$150
Power Lock – 200A Distro	each per day	\$300
Full Return & Focus Lighting Rig (including labour)	each per day	\$1,750
Light - Follow spot	each per day	\$185
Hazer - JEM 365	each per day	\$235
Low Fog - Look Solutions HP	each per day	\$550
Light - Profile Conventional & Fresnel Conventional	each per day	\$15
Light - Par Conventional	each per day	\$10
Light - LED Par	each per day	\$30
Light – Battery LED (6 Pack)	each per day	\$155
Light - Martin Mac Aura	each per day	\$80
Light - Moving Head Profile / Wash	each per day	\$168
Lighting Desk - Portable	each per day	\$100
Lighting Package - Main Rig Additional Lighting Package	each per day	\$2,750
Lighting Package - Centennial Hall Moving Lights	each per day	\$1,950
Lighting Package - Centennial Hall Wall & Ceiling Wash	each per day	\$1,400
Lighting Package - Floor Package Auras	each per day	\$440
Lighting Package - Floor Package Quantum Profiles	each per day	\$525
Lighting Package - Centennial Hall Under Galleries	each per day	\$800
Lighting Package - Parapet Lighting Bars Moving lights	each per day	\$1,500
Lighting Package - Vestibule	each per day	\$750
Lighting Package - LTH Additional Lighting	each per day	\$1,400
Lighting Package - LTH Stage Wash	each per day	\$280
Mirror Ball	each per day	\$170
Lighting Package - Exterior Façade Lighting	each per day	\$1,500
Lighting Package - Marconi Terrace Decorative Lighting	each per day	\$1,250
Light - Vari*lite VL 1100 Moving Head Profile	each per day	\$108
Wireless DMX Receiver	each per day	\$75

RIGGING (INC GST) EQUIPMENT PRICES ONLY LABOUR CHARGES ADDITIONAL UNLESS NOTED	Unit of Measure	Sydney Town Hall
ASM OTTO 1T Chain Motor	each per day	\$170
Truss Section - 300mm Box	each per day	\$30

VISION EQUIPMENT (INC GST) EQUIPMENT PRICES ONLY LABOUR CHARGES ADDITIONAL UNLESS NOTED		
Laptop / Computer	each per day	\$125
Camera – PTZ	each per day	\$150
Camera – HD with lens	each per day	\$550
Pipe & Drape – Base Plate & Push up Pole	each per day	\$25
Pipe & Drape – Cross Bar	each per day	\$10
Pipe & Drape – Drape	each per day	\$40
Pipe & Drape – Operator Surround	each per day	\$100
Vision Switcher - ATEM	each per day	\$250
Drape - Black wool 6w x 4.5h	each per day	\$50
Vision Switcher – ATEM Surface	each per day	\$200
Vision Switcher - ATEM TV Studio	each per day	\$150
Vision Recorder Media 1TB portable hard drive	each per day	\$150
Vision Recorder Media 1TB SSD	each per day	\$475
Vision Recorder (Media not included)	each per day	\$100
Vision Scaler / Converter	each per day	\$100
Wireless Presenter	each per day	\$75
Chairman's Timer	each per day	\$125
Monitor – Portable Digital Signage on stand	each per day	\$150
Monitor – LED Display 60"	each per day	\$150
Monitor – Foldback / Comfort	each per day	\$125
Monitor – Preview	each per day	\$75
Portable Projector & Screen (Ancillary Venue Only)	Show Day (includes setup/strike)	\$1,300
	Setup / Rehearsal Day (no labour)	\$425
LTH - Dual Screen AV Package	Show Day - 4hr Event (includes 8hrs labour + setup/strike)	\$6,250
	Setup / Rehearsal Day (no labour)	\$2,250
Centennial Hall - Single Screen 10K Projectors 16' x 9'	Show Day - 4hr Event (includes 4hrs labour + setup/strike)	\$6,100
	Setup / Rehearsal Day (no labour)	\$2,300
Centennial Hall - Single Screen 20K Projector 20' x 11'	Show Day - 4hr Event (includes 4hrs labour + setup/strike)	\$5,100
	Setup / Rehearsal Day (no labour)	\$1,900

Centennial Hall - Dual Screens 20K Projectors 16' x 9'	Show Day - 4hr Event (includes 4hrs labour + setup/strike)	\$7,500
	Setup / Rehearsal Day (no labour)	\$2,900
Centennial Hall - Single Screen 20K Projector 30' x 10'	Show Day - 4hr Event (includes 4hrs labour + setup/strike)	\$7,500
	Setup / Rehearsal Day (no labour)	\$3,500
STH - Archival Video Package	Show Day - 4hr Event (includes 4hrs labour + setup/strike)	\$1,700
STH - Basic Streaming Package (< 150 Viewers)	Show Day - 4hr Event (includes 8hrs labour + setup/strike)	\$2,350
Set up / Rehearsal Day (no labour)	Show Day - 4hr Event (includes 8hrs labour + setup/strike)	\$1,500

PERSONNEL (INC GST) A MINIMUM 4 HOUR CALL APPLIES TO ALL PERSONNEL CHARGES.

Site Supervisor	per person/hour	\$70
Technical Staff - Operators / Systems Techs / Show Crew	per person/hour	\$96
Technical Staff - Setup Crew (Mon to Fri 0800hrs - 1800hrs only)	per person/hour	\$80
Cleaner	per person/hour	\$70
Cloakroom Attendant	per person/hour	\$55
Fire Warden	per person/hour	\$75
Follow Spot Operator	per person/hour	\$77
Loading Dock Attendant	per person/hour	\$70
Operations Staff	per person/hour	\$60
Security	per person/hour	\$75
Security Sunday	per person/hour	\$92
Usher - Mon to Sat	per person/hour	\$48
Usher - Sundays & Public Holidays	per person/hour	\$75

MISCELLANEOUS

Loading Dock Traffic Management Fee (Sydney Town Hall only)	each per occasion	1,050
Phone Lines (plus call costs)	each per day	\$105
ADSL Internet Connection – PTH & BLR only - Maximum 4 users per connection	each per day	\$100
Heritage Tape Roll	each per day	\$35
Refuse Collection Fee - at cost to Council	on quotation	Council cost
Goods & Services booked on behalf of hirer (sub hire services)	Cost to Council + 20%	
Filming & Photography. Locations within venues where standard venue hire fees are not applicable	per location 4 hour call	\$550 + Security Guard Fee
Contract revision fee	each	\$150
Waste Removal	each per occasion	\$450
Externally Sourced Equipment / Services	each per booking	Cost + 20% Service Fee

SURCHARGES/BONDS/COMMISSIONS PAYABLE

Sunday and Public Holiday surcharge	per day	25% of total room hire
Venue hire security bond	per booking	\$2,500

PUBLIC LIABILITY INSURANCE INCLUDING GST

All parties hiring City facilities are required to provide proof of \$10 million Public Liability Insurance before a venue booking can be confirmed

Individuals and small community groups unable to provide insurance cover may make application to be covered under the City's Community Engagement Liability Policy at the following fee rates

Level 2 - Venue Booking Fees between \$400 & 1,600 ex GST	per booking	\$110
Level 3 - Venue Booking Fees >\$1600 ex GST	per booking	\$225