Agora Cinema Hire Terms of Agreement

1. Licence
   1.1 The Applicant will have a non-exclusive licence to use the specified University buildings, equipment and facilities (“the Facilities”) for the purpose of the specified activities or events on the times and dates set out in this Agreement.
   1.2 The grant of the licence in clause 1.1 is subject to and conditional upon receipt of evidence of insurance as required under clause 4.3 and receipt of any applicable deposit or Fees required under clause 8.

2. Permits
   2.1 The Applicant must obtain all necessary consents, approvals or permits required from time to time by any authority in relation to the use of the Facilities by the Applicant. The Applicant must comply with the terms and conditions of any consent, approval or permit.
   2.2 The Applicant must comply with all applicable legislation.
   2.3 No alcoholic beverages will be brought on or consumed on University land except in accordance with State laws and with the prior written approval of the University.

3. Indemnity
   3.1 The Applicant agrees to release and indemnify and keep indemnified the University from and against:
      (a) any and all injuries actions claims losses damages costs penalties and expenses of whatsoever kind and nature (whether arising under contract tort or statute) arising from or out of the use of the Facilities by the Applicant or its servant, agents or invitees;
      (b) all loss and damage to any building, facility, equipment or other part of the University caused by the Applicant, its servants, agents or invitees;
      (c) any infringement of intellectual property or performers’ rights in connection with the activities undertaken by the Applicant.
   3.2 Clause 3.1 of this Agreement continues in full force and effect notwithstanding the expiry or termination of this Agreement.
   3.3 The University shall not be held liable for any interference or enforced cancellation of the activities or events, proposed to be undertaken by the Applicant, which is caused by any circumstance beyond the control of the University.
   3.4 The Applicant agrees to use the Facilities at its own risk and without limitation agrees that all property brought on to the Facilities by the Applicant or its servants, agents or invitees shall be at the sole risk of the Applicant.

4. Insurance
   4.1 The Applicant must provide and maintain a public and products liability insurance policy during the term of this Agreement for an amount of not less than $20,000,000.
   4.2 The Applicant must provide and maintain any other insurance reasonably required by the University.
   4.3 Prior to the commencement date of this Agreement the Applicant shall provide certificates of currency of the insurance required under clauses 4.1 and 4.2.
   4.4 Clauses 4.1, 4.2 and 4.3 will not apply where the Applicant is an individual hiring the Facilities for domestic purposes.

5. Applicant’s Obligations
   5.1 The Applicant MUST:
      (a) ensure that its servants, agents and invitees take all reasonable care to avoid damaging the Facilities or any other improvements on University land and immediately report any such damage to the University;
      (b) immediately report to the University any injuries or damage or potential for injuries or damage;
      (c) provide adequate security controls and ensure generally the good order and conduct of the activities;
      (d) ensure that its servants, agents and invitees do not smoke in buildings, vehicles or enclosed areas on University land or within 3 metres of University building entrances, air inlets and windows;
      (e) ensure gangways, passageways, aisles, fire fighting equipment and exits are kept free of obstructions at all times;
      (f) follow the University’s instructions on fire evacuation procedures and use of electrical equipment as advised to the Applicant from time to time;
      (g) pay the cost of repairing any damage caused to the Facilities by the Applicant or its servants, agents or invitees or as a result of a failure by the Applicant to lock a room or building after use;
      (h) at the expiration of the occupancy remove all rubbish and waste from the Facilities and ensure the Facilities are left in the same condition as at the commencement date of this Agreement.
   5.2 The Applicant MUST NOT:
      (a) without the prior written approval of the University:
         • use any substance defined as hazardous under Victorian Government legislation;
         • use any laser or other light displays;
         • use any smoke machines or similar devices;
         • use any animals;
         • erect any scaffolding or use other similar devices;
      (b) use, or permit the Facilities to be used in any noxious or offensive manner or do or permit on the Facilities or at the University anything, which in the opinion of the University may be or become a nuisance or disturbance or cause damage to the University;
      (c) alter, drill, mark or deface any part of the Facilities;
      (d) alter or remove seating without prior approval of an authorised officer;
      (e) misuse, overload or interfere with the connections, fittings or equipment for the supply of any service;
(f) permit naked flames in any building;
(g) use the name “La Trobe University” in promoting the Applicant’s activities except with the University’s prior approval.

6. Staffing
6.1 The Applicant must, unless otherwise agreed by the University, use the services of University staff and pay the cost of those services at the rates advised by the University, which shall include at least:
   • one senior technician;
   • one front of house coordinator (usher);

6.2 If with the University’s prior approval the Applicant provides its own staff for the activities or event, the Applicant will ensure such staff comply with the terms of this Agreement and any directions of the University including but not limited to directions regarding health, safety and security.

7. Catering
7.1 Catering for the activities or event will require the University’s prior approval and must be arranged between the Applicant and the caterer. The University will provide the Applicant with details of the University’s approved caterers, or, if the Applicant proposes to use a different caterer, the Applicant must provide evidence of adequate food handling certification or other documentation specified by the University.

7.2 The University reserves all rights in regard to the sale of food or beverages, including in the foyer, auditorium or related areas.

7.3 The Applicant will ensure that its servants, agents and invitees do not consume food or beverages in the auditorium and related areas unless otherwise agreed by the University. No alcoholic beverages may be brought in or consumed on University land except in accordance with clause 2.3.

8. Fees
8.1 If specified in this Agreement, the Applicant will pay the University a deposit at the time and in the amount specified.

8.2 The Applicant will pay the University fees as specified in this Agreement, which fees shall include, but are not limited to, venue hire, facilities hire, staffing, technical time and cleaning charges but excluding any deposit paid in accordance with clause 8.1 (“the Fees”). Subject to clause 9.1, fees will be calculated according to actual usage time during the hiring period.

8.3 The University may, in its absolute discretion, require payment in full or in part prior to or after the hiring period. For any Fees payable after the hiring period, the Applicant must pay such Fees within 30 days of the date of invoice issued by the University for those Fees.

8.4 Fees payable under this Agreement are inclusive of GST unless otherwise specified.

9. Cancellation of bookings
9.1 Cancellation of a booking by the Applicant shall be in writing submitted to the University. Cancellations will incur the following charges based on the period of notice provided:
   (a) 0–2 days: 100% of venue hire fee
   (b) 2–7 days: 50% of venue hire fee
   (c) 7–30 days: 100% of deposit; or
   (d) more than 30 days: no cancellation fee.

9.2 In the case of an emergency or if in the reasonable opinion of the University the Facilities will be unfit for use during the hiring period, the University may cancel a booking or offer an alternative date.

10. Remedy of Default
10.1 The University may remedy a default by the Applicant under this Agreement at any time without notice. If the University elects to remedy a default by the Applicant all reasonable costs and expenses incurred by the University in remedying a default must be paid by the Applicant to the University within 14 days of the University notifying the Applicant of the amount.

11. Termination
11.1 The University may terminate this Agreement, by notice in writing to the Applicant, if in the reasonable opinion of the University, the Applicant is in breach of the terms of this Agreement.

11.2 The University may terminate this Agreement, immediately, if the Applicant engages in any activity which, in the opinion of the University, is objectionable, dangerous, contrary to the law or detrimental to the reputation of the University.

12. University
12.1 Employees and agents of the University shall be entitled to enter the Facilities at any time to ensure compliance with the terms of this Agreement.

12.2 The University reserves the right to screen advertising material the Applicant publishes for the event. The applicant must produce the material upon request by the University.

13. Sub-Licence
13.1 The Applicant shall not sub-license the Facilities and the Facilities must not be used by any organisation other than that named in this Agreement.
Agora Cinema Hire General Information

The Agora Cinema Seating Plan
Agora Cinema General Information

Approvals
Approval from La Trobe University must be obtained prior to carrying out any of the following in the Agora Cinema.

- Use of any substance defined as hazardous under Victorian Government legislation
- Use of laser or other light displays
- Use of smoke machines or similar
- Use of animals
- Erection of scaffolding or use of other similar devices.

Air-conditioning
The Agora Cinema is not air-conditioned; it is however, air circulated. Persons wishing to hire the venue should advise their patrons that the Agora Cinema is not air-conditioned.

Car parking
For evening and weekend performances ample parking is available in the University car park 2. Parking facilities are subject to University regulations and a permit may be required. Access to the Cinema for deliveries of production items is via the University Central Control Gate. It should be noted that the roadway to the Cinema passes under a bridge with a clearance of 3.1 metres.

Disabled parking is available between Physical Sciences 2 and Peribolos West buildings. If required, please request directional map when booking event.

Catering
Catering outlets located in the Cinema/Theatre Foyer are generally opened thirty minutes prior to a performance and will open for the duration of each interval. The Theatre has contract caterers who are more than willing to provide any special catering required with prior notice. All catering at the Agora Cinema must be only provided by the contract caterer.

Cleaning
Prior to and after an event the Agora Cinema will be cleaned by the University’s cleaning contractor and the hirer will be charged a cleaning fee.

Contact
Brad Richards, Manager, Functions and Venues
Ph: 03 9479 3612 Email: b.richards@latrobe.edu.au

Hirer’s Introduction
A Hirer’s Introduction will need to be completed with the event’s Production Manager (Senior Technician) or the people filling this role. This Introduction covers La Trobe University policies and procedures, including risk management and what to do in the case of an emergency. We want to make your time with us an enjoyable and safe one. On the first day of your event, rehearsal or bump-in, we will give you a physical introduction tour of the Agora Cinema, backstage and foyer areas and inform you of information relating to the hire of the venue. This information we give you can then be passed onto other participants in the event.

Injury & Incident Reporting
All injuries and incidents that had the potential for injury must be reported to University staff on duty. University staff are trained to enable them to perform duties to cover emergency situations.

Insurances
Any person/organisation hiring the Agora Cinema must have a public and products liability insurance policy during the time of the hire for an amount of not less than $20,000,000.
No Smoking
The University is a smoke free campus. No smoking is allowed anywhere on campus.

Running Order
A detailed running order (or cue synopsis) will be required for your event. The Running Order should include a brief description of each item, the estimated duration of each item and any specific lighting, sound or staging requirements.

Seating
The Agora Cinema consists of 260 upholstered seating. The Cinema also makes provision for seating for four disabled persons.

Screening Rights
It is the hirer’s responsibility to ensure that the screening of any film is not in breach of copyright laws. The hirer indemnifies La Trobe University against any claim for breach of copyright in connection with this.

Staffing
Hiring of the Agora Cinema also requires the hiring of at least:

- One Senior Technician
- One Front of House Co-ordinator

Final charges for the Cinema are based upon the venue hire, and for staffing charges – the actual Cinema usage and technical time.

Ushering
La Trobe University is pleased to work with a hirer’s staff and volunteers in duties such as ushering. The University however must have at least one front of house co-ordinator to supervise the hirer’s staff for occupational health, safety and security reasons. As a general guide, a minimum of one persons should be provided by the hirer for ushering at each performance.