

Caro Convention Centre

Hospitality and Conferencing
Federation University Australia
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Background

The 1870 Founders Theatre was built from funds raised through public appeal from the Ballarat Community and other interested organisations and companies who responded to an appeal which coincided with the centenary celebrations in 1970 of the School of Mines and Industries Ballarat, the tertiary division of which was incorporated in the Ballarat University College. The School of Mines was the first technical institution to be established in Australia having been founded in 1870. The theatre perpetuates the memory of the founders of the institution and indeed technical education in Australia. University of Ballarat was previously known as Ballarat University of Advanced Education. On 1 January, 1994, the University of Ballarat was created incorporating the Ballarat University College which is now dissolved. The University of Ballarat, in conjunction with the Monash University Gippsland Campus, is now known as Federation University.

This fine facility is available for University use including lectures, dramatic and musical presentations and other official functions. It is also available at the discretion of the University for Public Hire. The theatre is ideal for stage presentations, film screenings, conventions and public lectures

General information

The 1870 Founders Theatre is available for hire and is commonly used for lectures, dramatic and musical presentations and other official functions.

It is also ideal for all stage presentations, conventions and public lectures.

The theatre is located in the Caro Convention Centre, in the grounds of Federation University Australia, Mt Helen Campus, University Drive, Mount Helen which is approximately nine kilometres south of Ballarat.

The Theatre

The well-appointed and comfortable auditorium has fixed seating for 660 persons. Of these 516 are at ground floor level and the remainder (144) on a balcony above. Appendix 3 details the seating layout and important information on seat allocations.

Disability access is available.

Stage Facilities

The stage is designed to suit a wide variety of dramatic presentations. The stage area is

9.3 metres x 15 metres and the width of the proscenium arch is 15 metres. Refer to Appendix 4 for stage plan.

The stage is surmounted by a fly tower with a grid height of 7 metres. Stage lighting is controlled from the box at the rear of the balcony operating through a flexible patching system. A professional standard audio system compliments the excellent acoustics of the auditorium.

Car Parking

For evening performances ample car parking is normally available in close proximity to the theatre. During weekday use of the theatre parking is available in car parks 1 & 2.

1. The Hirer is expected to provide car parking attendants and to ensure patrons do not park on grassed areas.
2. Hirers of the theatre and their patrons must observe signs relating to parking. The provisions of the Road Safety Act 1986 apply to Mount Helen campus and the University has power to issue infringement notices to drivers who do not observe such signs.
3. Refer to Mount Helen Campus Map for car parking

Section A

Primary conditions of hire

*(see note at end of this section)

1. Application

- 1.1. Application for hiring of the theatre should be addressed to the Operations & Business Development Manager using the form supplied (Appendix 1) and shall be signed by the applicant (hereinafter called "the Hirer"). It must state the full purpose for which the theatre is required and the date and hours during which it will be used.
- 1.2. When application is made on behalf of an organisation or body of persons the Hirer shall state the name of such organisation and the authority of the person making the application.
- 1.3. At the time of making the booking the Hirer may be required to produce to the Theatre evidence of the aims and objectives of the body or organisation for whom the booking is made.
- 1.4. The Federation University Australia reserves right to refuse any booking without assigning a reason and to reject applications for hire of the theatre from an individual or organisation for a specific period of time.

2. Deposits and Payments

- 2.1. All Hirers will be invoiced a deposit of 10% of the minimum room hire charge.
- 2.2. The Theatre Manager in his/her discretion may call for a higher deposit up to the amount of the total charges to be paid when the booking is made or at any time between the making of the booking and the date of the activity. In such a case the Hirer must pay the amount requested within seven days of being so requested.
- 2.3. Payment of the deposit invoice will confirm the Hirers booking has been accepted by the University.
- 2.4. A booking for which no deposit has been received may be cancelled by the University without notice and no charge will be made on the Hirer.
- 2.5. Accounts are payable within seven days of receipt of invoice.
- 2.6. Future bookings may be refused to any Hirers who fail to pay outstanding accounts promptly on request.
- 2.7. The Hirer shall not issue to any persons any advance publicity relating to the use of the 1870 Founders Theatre prior to receiving written confirmation of the booking from the Theatre Manager.

3. Cancellation of Bookings

- 3.1. By the hirer
 - 3.1.1. Where written notification of cancellation is received by the Theatre Manager not less than two calendar months prior to the function the full deposit will be refunded.
 - 3.1.2. Where written notification of cancellation is received by the Theatre Manager less than two calendar months prior to the function the entire deposit may become forfeit to the University at the discretion of the Theatre Manager.
- 3.2. By the university

3.2.1. The Theatre Manager, may, at his/her discretion, prohibit at any time any performance or function which is objectionable or dangerous or which is contrary to the law or which infringes any copyright or is prohibited by law or which would be detrimental to the reputation of the 1870 Founders Theatre or Federation University.

It shall also be in the Theatre Manager's discretion in any case to direct the return to the Hirer of all monies paid in respect of the hiring and the Hirer hereby agrees to accept the same and to be held to have consented to such cancellation and to have no claim at law or in equity for loss or damage in consequence thereof.

3.2.2. When there are repairs, alterations or additions in course of progress at the theatre every letting of the theatre shall be subject to cancellation or to any diminution of available area and to sufferance by the Hirer and those using the theatre of all inconveniences which may arise in consequence of the works in course of progress.

3.2.3. The University shall not be held liable for any interference, disruption or enforced cancellation of any part of a booking which is caused by some civil disturbance, industrial action, act of God or any circumstance which is beyond the control of the University.

3.2.4. The University shall not be held liable for the cancellation of any booking due to the University's Bush Fire policy (which states that only essential service personnel are required to be on University grounds).

4. Transfer or Assigning of Hiring

4.1. No hiring shall be assigned or transferred without the consent in writing of the Theatre Manager.

5. Liability of Hirer

5.1. Observance of laws

The Hirer shall conform to the requirements of the Health Act, Theatres Act, Local Government Act and any other relevant act, relevant by-laws, rules or regulations made there under, and shall be liable for any breach of any such Acts, By-Laws, Rules or Regulations.

5.2. Infringement of copyright

The Hirer shall indemnify the University against any infringement of copyright or performance rights in connection with the performance of any musical, literary, or dramatic work in the 1870 Founders Theatre.

5.3. Insurance

Prior to the period of hiring the Hirer shall take out a public risk insurance policy against all claims or demands made by any person or persons for bodily injury or for damage to or loss of property occurring during the period of hiring; the cover note for this insurance shall be produced to the Theatre Manager upon request.

5.4. Consumption of liquor

5.4.1. No alcoholic or intoxicating liquor or beverages shall be brought into or consumed upon the hired premises without the written consent thereto of the Theatre Manager having first been obtained and then only in accordance with the conditions of consent.

5.4.2. Should the Hirer plan some function requiring the dispensing of alcoholic beverages he/she is required to obtain a liquor licence from the licensing Court notwithstanding the requirement set out in 5.1. Such licence must be produced to the Theatre Manager before the function will be permitted.

5.5. Good order

5.5.1. The Hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the theatre and its environs throughout the whole duration of the hiring period.

5.6. Damage to building and equipment

5.6.1. The Hirer shall be responsible for and shall pay to the University the cost of any damage beyond fair wear and tear to the theatre property, fittings, furniture, curtains and equipment either mechanical or electrical therein, caused as the result of the hiring or incurred during the hiring period. The decision of the Theatre Manager will be accepted in determining such damage.

5.6.2. No floors, walls, or any parts of the building may be broken or pierced by nails, screws, or other means.

5.6.3. No scenery, fittings, decorations, posters, advertisements, flags, shields or emblems shall be erected, fixed, hung or displayed in the building without the previous consent of the Theatre Manager. Should additional insurance be rendered necessary, the premium for such will be the responsibility of the Hirer and will be charged to the Hirer in addition to the hiring charges.

5.7. Indemnification of university

5.7.1. Neither the University nor any of its officers or servants shall be liable for any loss or damage of any article or thing sustained by the Hirer or any person, firm or corporation supplying such article or thing to the Hirer. The Hirer by accepting these conditions indemnifies the University against any claim by any such person, firm, or corporation in respect of such article or thing.

6. Functions

6.1. Starting times

6.1.1. For a public evening performance, the Hirer will give the Theatre Manager four weeks' notice of the proposed starting time.

6.1.2. The Hirer or his/her representative and ticket sellers must be in attendance at least one hour before the advertised starting time. It is a condition of hiring and hereby agreed by the Hirer, that the Theatre Manager shall have in his/her discretion full authority to cause the doors to be opened by an employee of the University at any time prior thereto. Such employee shall in any case act under the Theatre Manager's discretion and no liability or responsibility shall attach to the University or its employees in connection herewith.

6.1.3. The Theatre Manager may at his/her discretion arrange for the box office to be opened under the same conditions as those set out in 6.1.2.

6.2. Finishing time of sessions

6.2.1. Unless otherwise agreed by the Theatre Manager, the occupancy by the Hirer of the hired premises shall not extend beyond the agreed finishing time.

6.3. Program of production

6.3.1. It shall be at the discretion of the Theatre Manager to require the Hirer of the theatre to supply to the Theatre Manager a complete script or fully detailed written or printed statement or program not less than fourteen days prior to the date of the occupancy showing precisely what is to be done and to take place therein.

7. Access to theatre

7.1. Entry to building

7.1.1. Admission to the Auditorium is through the main foyer doors at the eastern end of the theatre. During that part of the hiring period when an audience is admitted all doors of the theatre must be kept unlocked and ready for use as escape doors in case of alarm from fire or other cause.

7.1.2. During that period of hire when an audience is not admitted all doors other than those essential to the operation of the theatre shall be kept locked in the interest of security.

7.2. Access by theatre manager or his/her appointee

7.2.1. The Theatre Manager and any person or persons duly appointed by him/her shall at all times, and notwithstanding any hiring, be entitled to free access to every part of the building.

7.3. Access by the hirer

7.3.1. Notwithstanding any hiring the building will always remain under the jurisdiction of the Theatre Manager or his/her representative who may, at his/her discretion, restrict access by the Hirer to operational areas such as bio box, plant rooms, workshop and offices.

8. Photographs and Recordings

8.1. Photography or recording by any means in the theatre shall only be permitted with prior approval in writing from the Theatre Manager. In such case all responsibility for infringement of copyright or performing rights will rest with the Hirer.

9. Food and Alcohol

9.1. Ice-cream, confectionery, foods, drinks or refreshments, alcoholic or otherwise, of any kind whatsoever, shall not be sold or supplied in the theatre without the prior consent in writing of the Theatre Manager.

9.2. The Management reserves the right to open the foyer kiosk at such times as it sees fit.

10. Touting

10.1. Calling out aloud, spruiking or touting in relation to any entertainment or engagement shall not be permitted inside or within the environs of the theatre, except by permission, in writing, from the Theatre Manager.

11. Smoking

11.1. Smoking is not permitted in any building at Mount Helen campus. All signs relating to smoking must be observed.

12. Gambling

12.1. No game of chance at which either directly or indirectly money is passed as a prize shall take place in any portion of the building without the express approval of the University Council.

13. Admitting persons in excess of capacity

13.1. The Hirer shall under no circumstances admit persons to the theatre in excess of its normal capacity of 670.

14. Advertisements

14.1. No placard, poster or other advertisement relating to any matter for which the theatre may have been hired, shall be placed or affixed anywhere in the theatre without permission from the Theatre Manager.

14.2. The Theatre Manager reserves the right to reject any display which does not conform to a reasonable standard of presentation.

15. Piano

15.1. The grand piano is available for hire. The suitability of the grand piano should be determined by the Hirer before use.

16. Getting In and Getting Out

16.1. Scenery, properties and accessories pertaining to any booking will not be permitted on the premises earlier than the first day of hiring.

16.2. Scenery, properties and accessories shall be cleared from the theatre immediately after the conclusion of the last evening booking.

16.3. A theatre staff member must be in attendance at all times during the setting up or dismantling of scenery or lighting for a production. When such work is performed outside of normal working hours the hirer will be liable for the payment of the appropriate staff overtime.

16.4. In some circumstances paragraphs 16.1, 16.2, 16.3 and 16.4 may be modified by agreement with the Theatre Manager.

17. Disputes

17.1. In the event of any dispute or differences arising as to the interpretation of this agreement, or as to any matter or thing herein contained or as to the meaning of any of these terms and conditions the decisions of the Theatre Manager thereon shall be final and conclusive.

18. The Theatre Manager

18.1. All references to the Theatre Manager in these terms and conditions shall be deemed to mean the University's Manager, Operations and Business Development or his/her duly appointed representative.

Note: The provision of this section of the Regulations may not be varied except in special circumstances and then only as agreed to in writing by the Theatre Manager according to circumstances.

Section B

Special provisions

* (see note at end of this section)

1. Box Plans and Front of House

- 1.1 Block tickets are available from the University at an additional charge of \$110.00 per ticketed event, refer to appendix 2.
- 1.2 Hirers are required to make their own arrangements with respect to seat bookings for performances.
- 1.3 Unless by special arrangement the Hirer shall be responsible during the season for his/her own evening box office sales for performances.
- 1.4 The Hirer shall nominate one person as Front of House Manager who will familiarise himself/herself with all emergency and safety procedures required by the Public Building Regulations and shall assume full responsibility for organising ushers, box office staff and the safety of the audience.
- 1.5 Where total audience is less than the total capacity of the ground floor seating available patrons are not to use the balcony level to avoid additional staffing requirements.
- 1.6 Depending on the number of patrons attending at least four ushers may be on duty (downstairs) for each performance and at least two ushers may be on duty for the balcony when this is in use.
- 1.7 The number of ushers required will be determined by the Theatre Manager or the representative.
- 1.8 Where ushers are provided by the Hirer they will need to complete a local induction which will include an evacuation procedure.
- 1.9 Suitable business or evening dress shall be worn by ushers.
- 1.10 Ushers should endeavour to familiarise themselves with the seating plan.
- 1.11 All immediate pass doors to the theatre must be closed when the house lights fade out.
- 1.12 Ushers shall remain at their posts for fifteen minutes after the rise of curtain to cope with latecomers.
- 1.13 For the remainder of the performance one person shall be on duty at each of the lower foyer pass doors and one person at the upper foyer pass doors.
- 1.14 Ushers must be conversant with performance running times and be ready to fasten open pass doors to foyers both at intervals and at the conclusion of the performance.
- 1.15 The University reserves the right to engage ushers at the Hirer's cost should the Hirer not make adequate arrangements.

2. Stage Lighting and Sound

- 2.1 Hirers requiring lighting or special sound facilities should submit these requirements to the Theatre Manager at least four weeks prior to the commencement of their event.
- 2.2 Hirers are expected to return any changes to the standard lighting rig at the completion of their hire. Failure to do so will result in additional charges.
- 2.3 A University representative will supervise the rigging of these requirements but it will remain the responsibility of the individual Hirer to arrange additional staff to assist backstage with angling lamps, etc., for the production.

Overtime incurred by the technician beyond arranged booking times for such supervision will be paid by the Hirer.

2.4 The lighting system must be operated only by the University staff or by a suitably qualified operator under the direction of a member of the University staff.

2.5 Hire of additional lighting equipment can be arranged by the University and the resulting costs will be included with other theatre hiring charges.

2.6 No additional electrical equipment shall be brought into the theatre without prior approval of the Theatre Manager. All electrical equipment brought into the theatre must have a current electrical appliance test tag.

2.7 Alterations shall be made to the existing sound or stage lighting systems by University staff only. Any additional expenditure resulting from these changes will be charged to the Hirer.

2.8 At the conclusion of a hiring the Hirer shall pay the cost of restoring such alterations to the initial arrangements.

2.9 Noise Levels in the Auditorium. The Hirer shall not permit the level of noise from any entertainment in the theatre to exceed the level recommended by the National Health and Medical Research Council of Australia, viz. 100dB per half hour per day.

3. Props & Scenery

3.1 The University does not undertake to provide hand tools, power machines, set materials, paints, brushes and rollers for the building of scenery except by special arrangement with the Theatre Manager.

3.2 As the Hirer you must ensure that when bringing in and taking out props such as Replica Guns, Knives etc for use in the Theatre the person responsible must make sure that these items are concealed at all times other than when in use.

3.3 No Hirer shall arrange for scenery, wardrobe, props or other items required for their production to be delivered to the theatre without having first sought permission and a suitable time from the Theatre Manager.

3.4 A representative of the Hirer must be in attendance at such times to bring in and store items in whichever part of the theatre is nominated by the Theatre Manager.

3.5 The University reserves the right to limit storage of any internal group's assets depending on available space.

3.6 All scenery brought into the theatre must be adequately flame-proofed.

3.7 Where the use of smoke machines is required permission will be needed from the Theatre Manager. At least four weeks noticed will be required.

Note:

- The provisions relating to ushers may be varied in certain circumstances by arrangement with the Theatre Manager.
- Provisions of this section of the Regulations may not be varied except in special circumstances and then only as agreed to in writing by the Theatre Manager according to circumstances.

Charges

Details of University charges may be obtained on request from the Theatre Manager. The hire charge shall vary depending on the category into which the Hirer is classified. The University's Committee of Management shall determine the category.

A University representative is required to be in attendance during the entire hire period.

1870 Founders Theatre Hire

Full day hire rate	\$3,200
Additional consecutive days	\$1,600
Half day (up to 5 hours)	\$1,900

Note: no hourly hires

1. Included in Schedule of Charges

Normally included in charges are:

- Use of theatre
- Electricity and Heating
- Cleaning (3 hours)
- 8 hours of technical support (full day hire) or 5 hours (half day hire)

2. Excluded from Schedule of Charges

Not included in the charges are:

- Technical Support in excess to hours included
- Box Office attendants
- Front of House Management
- Ushers
- Grand Piano
- Telephones
- Theatrical scenic effects, props or wardrobe
- Additional cleaning between performances

Hirers may, and when required shall, arrange with the Theatre Manager for any of the attendants or facilities referred to in this clause. Additional charges will apply.

3. Extra Charges

Hirers should note that extra charges can be incurred under Section A paragraphs 5.6, 15 and 16.4. Section B paragraphs 3.1, 3.3, and 3.4 of these conditions.

Federation University – 1870 Founders Theatre Hire Agreement

Name of Organisation: _____

Address: _____

Contact Person: _____

Telephone: _____

Email: _____

Type of Event: _____

Dates	Date	Starting Time	Finishing Time
Day 1	/ /	: am/pm	: am/pm
Day 2	/ /	: am/pm	: am/pm
Day 3	/ /	: am/pm	: am/pm
Day 4	/ /	: am/pm	: am/pm
Day 5	/ /	: am/pm	: am/pm
Day 6	/ /	: am/pm	: am/pm
Day 7	/ /	: am/pm	: am/pm

Additional Requirements

Grand Piano (additional charge of \$220.00)

Other additional Requirements (please specify)

I hereby apply under and subject to the conditions set out in the Hire Conditions for the use of the 1870 Founders Theatre on the above occasion and agree to be bound by and comply in all respects of such conditions.

Signature of Applicant: _____

Date: _____

Important Notes on Seat Allocations

1. If Sound & Light Concepts are operating lighting & or sound please allocate the following seats for their control systems:

Stalls Q29-Q34 INCLUSIVE
R30-R35 INCLUSIVE

2. If you are using the university's data projector from the balcony please reserve seats:

Balcony A18-A20 INCLUSIVE

