

# 1870 Founders Theatre

**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, 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 670 persons. Of these 526 are at ground floor level and the remainder (144) on a balcony above. The plan attached here to details the seating layout.

Disabled persons should have no difficulty in gaining access to the theatre as there are no stairs requiring negotiation by wheelchairs.

## 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.

The stage is surmounted by a fly tower with a grid height of 7 metres. Stage lighting is controlled from the bio 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 adjacent to the theatre, particularly in Car Park 2. During weekday use of the theatre parking areas more distant from the theatre may have to be used because of the need to provide for students and others on campus.

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. Appendix 3 hereof contains a plan of the campus and sets out parking areas.

## 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 Manager; Hospitality and Conferencing 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 reserved the 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. At the discretion of the Theatre Manager a deposit of 10% of the minimum charges may be required on acceptance of the application.
- 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. 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.
- 2.4. Accounts are payable within seven days of receipt of invoice.
- 2.5. Future bookings may be refused to any Hirers who fail to pay outstanding accounts promptly on request.
- 2.6. 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. Not with standing 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 except upon the Notice Board or Boards provided for the purpose by the University. Two display boards are available in the theatre foyer - one for the current attraction and the other for the following attraction. Further advertising space is available in the University Union Building.
- 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. An upright piano and a grand piano is available for hire.

## **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, Conference & Catering Services 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.

## 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. Sums of money taken may be left for safekeeping with the Theatre Manager or his/her nominee.
- 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 At least four ushers shall be on duty (downstairs) for each performance and at least two ushers shall be on duty for the balcony when this is in use.
- 1.6 Suitable business or evening dress shall be worn by ushers.
- 1.7 Ushers should endeavour to familiarise themselves with the seating plan.
- 1.8 All immediate pass doors to the theatre must be closed when the house lights fade out.
- 1.9 Ushers shall remain at their posts for fifteen minutes after the rise of curtain to cope with latecomers.
- 1.10 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.
- 1.11 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.
- 1.12 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 a layout of these requirements to the Theatre Manager at least fourteen days prior to dress rehearsals.
- 2.2 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.
- 2.3 The University will undertake design and execution of lighting for a production by arrangement with the hirer. An additional fee will be charged for this service.

- 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 Charges will also be incurred in the event of re-lighting sessions and for attendance at photo calls.
- 2.8 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.
- 2.9 At the conclusion of a hiring the Hirer shall pay the cost of restoring such alterations to the initial arrangements.
- 2.10 *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.

#### 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.

### 1. Included in Schedule of Charges

Normally included in charges are:

- Use of theatre
- Electricity and Heating
- Cleaning

### 2. Excluded from Schedule of Charges

Not included in the charges are:

- Technical Support
- Box Office attendants
- Front of House Management
- Ushers
- Upright Piano
- Telephones
- Theatrical scenic effects, props or wardrobe
- Availability of luminaries as may be available from time to time.

Hirers may, and when required shall, arrange with the Theatre Manager for any of the attendants or facilities referred to in this clause at the charges ruling from time to time.

### 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**

	Ticket (\$110 per ticketed event)
	Upright Piano (additional charge of \$220.00)
	Grand Piano (additional charge of \$220.00)

**Other additional Requirements (please specify)**

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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: \_\_\_\_\_

Please return completed form to:  
 Hospitality and Conferencing, Federation University

**Mail:** PO Box 663, Ballarat Vic 3353  
**Email:** hospitalityandevents@federation.edu.au  
**Fax:** 03 5327 9484

## 1870 Founders Theatre, Ticket information

Printed tickets are available for your event from Theatre Management at an additional charge of \$110.00 per ticketed event

If you require pre printed tickets for your event, please complete the form below and forward it to the theatre manager a minimum of 2 weeks prior to you requiring the tickets.

Packages of tickets may be collected from the Theatre Managers Office.

**Title Line 1** (28 letters maximum including spacing)

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**Title Line 2** (28 letters maximum including spacing)

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**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

DAY MONTH YEAR

**Time:** \_\_\_\_:\_\_\_\_ AM / PM

**Numbered seating:** Yes No

**Sample Ticket** (not to size)

		<b>1870 Founders Theatre</b> Joe Smith Production Company My Fair Lady  <b>January 1<sup>st</sup>, 2014</b> <b>7.00pm</b>  <b>Auditorium</b> <b>A 1</b>		<b>1870 Founders Theatre</b>  My Fair Lady <b>January 1<sup>st</sup>, 2014</b> <b>7.00pm</b>  <b>Auditorium A 1</b>			
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