



## Venue Hire Rates

*All Prices are accurate from 18<sup>th</sup> June 2020 and are GST Exclusive*

### Performing Arts Theatre

Half Day (3-6 hours)	\$1000 per day	Theatre Stage, 304 seat audience, 4 Dressing Rooms, Green Room, Dock, Foyer, Kitchen.  Includes projector, sound desk, lighting desk, wireless microphone/headset.
Full Day (6+ Hours)	\$1500 per day	

<b>2 Mandatory Staff</b> Venue Host Venue Technician	\$75/hr to cover the cost of both	Staff are required onsite for the full duration of your hire.
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<b>Studio Theatre</b> (K119 Classroom)	\$150 per day	Typically hired with the theatre, cannot be hired separately if the theatre is already booked.
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Comms devices	\$50 per day	Will be set up by the technician
Staging	\$50 per panel per day	Panels 2.4 x 1.2 meters in length, wheels or feet can be attached, 8 panels available.
Set up staging labor Pre-hire	\$250	

### Lighting in the theatre

Standard rig	Comes with theatre hire	Basic warm and cool wash across the stage. Cyc lights, side lights in 4 colours. Blue, Red, Green, Lavender.
Lighting Computer Desk	Only allowed to use when hiring LED lights	A trained technician will be required to operate this computer.
Follow Spotlight	\$85 per day	
Moving LED's	\$50 per day for 1  \$350 per day for the full set of 8	8 LED lights available.

## School Hall

Up to 3 hours	\$250 per day	A light and airy, stand-alone building with a sprung wooden floor and a low stage at one end. There is also a large kitchen and toilets.  500 occupancy (300 seat available).  Includes projector, wireless microphone, small sound system.
Full Day (6+ Hours)	\$450 per day	

Whare	\$100 per day	
General Classroom	\$85 per day	

Extra Cleaning	\$150	
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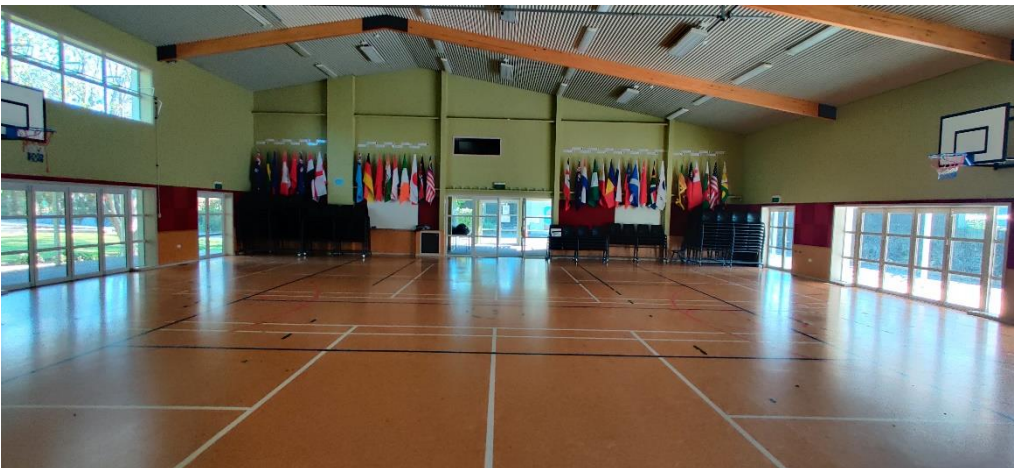
Wi-Fi & Internet Access	No Charge – however it <b>must be asked for in advanced of the hire date.</b>	
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## The Grange Theatre (304 Seats)





**School Hall (500 Occupancy, 300 seats available)**



# Proprietor Requirements – Special Character

Middleton Grange School is a non-denominational Christian state-integrated school. The land and buildings are owned by the Christian Schools' Trust (the proprietor of the school) which is also the guardian of the school's Christian Character under the Integration Act. The Board of Trustees is responsible for the day-to-day operation of the school through the Principal.

The Christian Schools' Trust has delegated responsibility for the hiring of the school facilities to community groups outside of normal school hours to the Board of Trustees.

The Christian character of Middleton Grange School is described in its foundational documents. These documents summarise the Biblical truths upon which the school is founded and practices which derive from these beliefs.

It is expected that any community group or party seeking to hire school facilities will appropriately acquaint themselves with the Christian character of the school and undertake to ensure that during the period of hire the school's Christian character will be respected and that the intent and design of activities, including works for public performance respect, Christian beliefs.

The attention of the hiring party is drawn to the school's Statement of Belief and Statement of Special Character on the school's website. [www.middleton.school.nz](http://www.middleton.school.nz) Go to "Our School" then to Vision, Aims and Statement of Belief.

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## **1. Definitions**

"Common Areas" means the entrance ways, car parks, forecourts, entrances, vestibules, passages, stairways, landings, toilet and washroom facilities and other areas which from time to time Middleton Grange School permits occupants of the Complex to use;

"Venue" means whichever of the Theatre, Studio Theatre (Green Room), Foyer or other part of the building is indicated in the venue section of the First Schedule and includes the Common Areas located in and around the Complex.

"Complex" means the whole of the School Site including all common areas.

## **2. Grant of Licence**

Middleton Grange School grants the Hirer a licence to occupy and use the Venue during the Licence Period, for the Purpose of the Hire, subject to the terms and conditions set out in this Agreement and in particular, Section 15, Special Conditions.

## **3. Payment**

A deposit to secure the booking of 30% of the Hire Fee is required at time of confirmation and is payable to Middleton Grange School either by cheque or electronic payment to the bank account below:

**02 0874 0182976 000 – Please clearly state name of booking and invoice reference number**

Payment for the balance of hire for the Venue is payable on the **20th of the month following invoice date**. If any amount remains unpaid for 7 days after the due date the Hirer shall pay interest on those monies at the rate of 15% per annum compounded and calculated on a daily basis from the due date to the date of payment.

## **4. GST**

All amounts referred to in this agreement are GST exclusive.



## **5. Cleaning and rubbish removal**

The Hirer will be charged for any extraordinary cleaning services (as determined by Middleton Grange School) required before, during or at the end of the Licence Period. The Hirer shall pay for the disposal of any excessive (as determined by Middleton Grange School) rubbish created by the Hire.

## **6. Damage**

The cost of rectifying any damage sustained to the Venue or any part of the Complex or any furniture or equipment in the Complex before, during or after the Licence Period as a result of the actions of the Hirer or any Person Under the Hirer's Control shall be met by the Hirer. Middleton Grange School shall be entitled to charge additional rental at the current market rate for the period that the Complex or any part of the Complex is unavailable for public rent as a result of the damage.

## **7. Insurance and Indemnity**

The Hirer agrees to occupy and use the Venue and the Complex at the Hirer's risk and keep Middleton Grange School indemnified against all claims, losses, actions, damages and expenses of any nature which Middleton Grange School may suffer or incur or for which Middleton Grange School may become liable.

## **8. Technology**

The hirer acknowledges using apple devices are not ensured to function correctly, they can be used at their own risk. The hirer agrees to not move, adjust or refocus the standard lighting rig from its current position. Installing from our collection of special lamps or installing their own lighting is welcome, however the standard lighting rig is not to be moved during this process. Failure to comply will result in a charge of up to \$600 to restore the lighting to its original settings.

## **9. Use of venue by the Hirer**

The Hirer shall in respect of the Venue and the common areas:

- (a) only use the Venue for the Purposes of the Hire;
- (b) comply with Middleton Grange School's security rules and regulations for the Venue;
- (c) permit entry at reasonable times to enable Middleton Grange School to inspect the Venue;

- (d) make no alteration to the hour of commencement or finish of the Hire, without prior notification;
- (e) admit to the Venue any law enforcement officer or other official which Middleton Grange School may consider advisable;
- (f) not store or use inflammable or dangerous substances including pyrotechnics;
- (g) not sell or supply or allow alcohol to be consumed on or within the Venue without prior permission from Middleton Grange School;
- (h) not use the Venue or any other part of the complex in any noxious or offensive manner or for any illegal purpose or allow the noise level at the Venue to exceed 105 dbs;
- (i) not bring into the Venue any heavy plant or machinery without the prior permission of Middleton Grange School;
- (j) not smoke or allow persons under the Hirer's control to smoke, accepting that by law the complex and the grounds of Middleton Grange School are a Non-Smoking area;
- (k) not allow the maximum number of persons in the Venue to exceed that number permitted by legislation, in this case, no more than 500 occupants in the Hall building.
- (l) keep the Venue in a clean and tidy state;
- (m) not alter or interfere with the structure, fittings, fixtures and furnishings of the Venue (in particular not use adhesive tape, staples, tacks, "blutack" ,nails or screws or similar fixing devices) nor with the heating, ventilating or other systems or equipment without the prior permission of Middleton Grange School;
- (n) ensure that no vehicles are driven or parked on grassed areas;
- (o) ensure that children and young persons using the Venue, including outside play areas, are under the constant supervision of adults;
- (p) not permit any person, other than those authorised by the Hirer, to be in possession of keys to any part of the Venue;
- (q) Not use any smoke generating device, including Dry Ice machines in the complex.
- (r) The hirer will be responsible for any call out charges incurred, including but not limited to, NZ Fire Service, Security Guards etc.
- (s) comply with all statutes, regulations and by-laws relating to the use of the Venue and keep Middleton Grange School indemnified in respect of all such matters;
- (t) ensure that, where applicable, all Persons Under the Hirer's Control comply with the terms of this agreement;
- (u) not assign the benefit of this licence or the right to use the Venue to any other persons, without the express permission of Middleton Grange School.
- (v) Should the hirer not require the venue on a particular night then the hirer must give the School at least 2 weeks notice otherwise full payment for that night will be required.



#### **10. Property brought into the Venue**

Middleton Grange School shall not be liable for any loss or damage to any property brought into the Venue by the Hirer or any Person Under The Hirer's Control or any other person however such loss or damage occurs.

#### **11. Maintenance by Middleton Grange School**

Middleton Grange School may at any time use, maintain and repair all services, fixtures and fittings within the Venue and the common area but in doing so Middleton Grange School shall cause as little inconvenience as reasonably possible to the Hirer.

#### **12. Work by Middleton Grange School to remedy Hirer's default**

Middleton Grange School may elect to remedy at any time without notice any default by the Hirer under this Licence. Whenever Middleton Grange School so elects, all costs and expenses incurred (including legal costs and expenses) shall be paid by the Hirer to Middleton Grange School on demand.

#### **13. Default**

Middleton Grange School reserves the right to cancel this Licence should the Hirer breach any term of this Agreement without releasing the Hirer from liability in respect of any breach or liability to pay all amounts due under this Agreement.

#### **14. Termination of Licence**

If at any time:

- (a) any monies payable pursuant to this Agreement shall be in arrears and unpaid (whether or not demanded); or
- (b) the Hirer fails to perform or observe any of the Hirer's covenants or obligations under this agreement; or
- (c) there is a reasonable likelihood of danger to any person or property in or about the Venue or other part of the complex through any act or intended act of the Hirer; or
- (d) the Hirer (if an individual) is adjudged bankrupt or becomes insolvent according to law; or (if a company) has a receiver or statutory manager appointed or if a resolution is passed for the winding up of the Hire; or

- (f) any assignment is made of the Hirer's property for the benefit of creditors or if the Hirer compounds with the Hirer's creditors; or
- (g) the Purpose of the Hire, or any part of it, is in the opinion of Middleton Grange School likely to give rise to any illegality or to bring Middleton Grange School, the Venue or the complex into disrepute; then Middleton Grange School may at any time, subsequently and without notice or demand, immediately cancel the Licence granted by this Agreement and expel and remove the Hirer from the Venue and the complex without being guilty of any manner of trespass or conversion. The Licence granted by this Agreement shall then cease but without releasing the Hirer from liability in respect of any breach by the Hirer of the Licence Agreement.
- (h) Refer also to Section 15. (Special Conditions) of this agreement.

## **15. Limitation of Middleton Grange School's Liability**

- (a) The Hirer acknowledges it acquires the rights under this Agreement for the purpose of supplying goods and services and accordingly agrees that, to the maximum extent permitted by law, the provisions of the Consumer Guarantees Act 1993 do not apply to this Agreement.
- (b) The Hirer assumes the risk of any mistake and the Hirer has not relied on any representation made by Middleton Grange School in the course of communications, whether express or implied and whether oral or written, prior to or during the making of this Agreement;
- (c) Middleton Grange School does not warrant that the Venue and Complex are or will remain suitable or adequate for any of the Hirer's purposes. The Hirer accepts the Venue and the Complex as being satisfactory in all respects and with full knowledge of and subject to any prohibitions or restrictions on their use. Without limiting the foregoing, Middleton Grange School warrants that the Venue will be made available to the Hirer on each occasion, as stipulated in the First Schedule under the Licence Period dates and times, in substantially the same condition and manner as at the commencement of this Agreement.
- (d) Middleton Grange School shall not be under liability to the Hirer in respect of any indirect, or consequential losses or damages (including any claim for any loss of profits) howsoever caused, which may be suffered or incurred or which may arise directly or indirectly in respect of the failure or omission on the part of Middleton Grange School to comply with its obligations under this Agreement.
- (e) In the event that Middleton Grange School is liable to the Hirer for damages for any cause of action then the liability of Middleton Grange School will be limited to the amount of License Fee paid to Middleton Grange School under this agreement.

## **16. Special Conditions**

- (a) Middleton Grange School reserves the right to terminate this agreement immediately if Middleton Grange School or The Christian's School Trust, determines that activities of the hirer are contrary to the School's Special Character.

- (b) Middleton Grange School may, from time to time, require the use of the venue for a School event on a day that the hirer would otherwise occupy. In such cases the school will provide at least 2 weeks notice to the hirer that the venue will be unavailable on that date.
- (c) Middleton Grange School does not permit the hiring of the complex on a Sunday unless for the purpose of a Christian gathering, such definition to be determined by Middleton Grange School or The Christian School's Trust.

## **17. Dispute resolution**

Should a dispute arise out of or relating to this Agreement (including any dispute as to the validity, breach or cancellation of it) a party to the Agreement may not commence any court or arbitration proceedings relating to the dispute unless the party has complied with the following paragraphs of this clause, the only exception being where a party seeks urgent injunctive relief.

- (a) A party to this Agreement claiming that a dispute ("the Dispute") has arisen under or in relation to this Agreement must give written notice to the other party to this Agreement specifying the nature of the dispute.
- (b) On receipt of that notice by the other party, the parties to this Agreement ("the Parties") must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or determination or similar techniques agreed by them.
- (c) If the parties do not agree within 7 days of receipt of the notice (or any further period as is agreed in writing by them) as to:
  - (i) the dispute resolution technique and procedure to be adopted; and
  - (ii) the timetable for all steps in those procedures; and
  - (iii) the selection and compensation of the independent person required;

then the parties must mediate the dispute using the services of a mediator nominated by the president of the Canterbury District Law Society and the remuneration and expenses of the mediation shall be borne equally by the parties.

## **18. Jurisdiction**

This Agreement shall be governed by and interpreted in accordance with New Zealand law.

## **VENUE HIRE – OUTSIDE OF SCHOOL HOURS EMERGENCY PROCEDURES:**

### **The Grange Theatre:**

In the event of a fire the fire siren will sound telling you to evacuate the building.

The MGS Venue Host at the event will then become the Fire Warden and direct you to evacuate the building.

Once outside the building assemble in the safe concrete area in front of the main entrance. Ensure everyone is accounted for and await the Fire Brigade.

Evacuation signs are in all of the buildings as are the green FIRE EXIT signs. The building also has emergency lighting which will come on automatically should the fire alarm be activated.

Please refer to the attached maps which show the FIRE EXIT routes from the theatre.

Kevin Wakeham  
Property Manager  
February 2014

(MGS Fire Evacuation Scheme 2014)

Assemble/Safe area

[illegible][illegible]

	REVISION	DATE
1	REVISED FOR CONCRETE CONSTRUCTION	04.04.10
2	FOR CONSTRUCTION	06.12.08
3	FOR TENDER	12.11.09
4	FOR CONSENT	02.11.09

**JOB TITLE**  
MIDDLETON GRANGE SCHOOL  
PERFORMING ARTS CENTRE  
550 Acadia Avenue, Christchurch,

**CONSULTANTS**  
STRUCTURAL: SHORN & THOMSON CONSULTING ENGINEERS  
ACOUSTIC: MARSHALL DAY ACOUSTICS LTD  
FIRE: MCMURDO FIRE & SAFETY

JOB NO. 09.029	SCALE
DATE 10/10/09	1:200 @ A1
DRAWN CF	1:400 @ A3
DRAWING TITLE	
LEVEL 1 WHOLE FLOOR PLAN	

Alan S Dobson  
Architect Limited

109B Grind Drive Remuera - Auckland

SHEET NO. A003	REVISION 2
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