

## Terms & Conditions of Theatre Hire

The Lyric Theatre is a community space operated and maintained by volunteers. It is therefore expected that you, as hirer, care for it, keep it clean, and leave it as you find it.

The Lyric Theatre, Granity, Inc. society owns and manages the premises at 92 Torea Street, Granity, known as The Lyric Theatre. The Society and the Hirer agree that the Hirer will utilise The Lyric Theatre venue subject to this Agreement.

### 1. HIRE CHARGES

#### 1.1 Deposits

A deposit of 50% of the venue hire charge is required for all bookings. This must be paid in advance before any booking can be confirmed. Any date, or dates booked will remain available for hire to others until the deposit has been paid.

#### 1.2 Payment

The deposit is payable at the time of booking confirmation, and with the lodgement of the completed contract. The balance of hire charges is required no later than one week after the date of the event. If deposit is not paid by the due date, the Society reserves the right to cancel your booking. Payment can be direct credited to the Society's NBS a/c 03-1354-0641061-00 and submitted with the completed contract or alternatively cash payments can be made at the venue or to a Theatre representative and a receipt will be issued.

#### 1.3 Chargeable Hours

Theatre day/night and hourly rates apply from 8am - 12 midnight. If the venue is unusable by other hirers due to the storage or setup of the venue space being outside agreed times/dates, the Hirer will be charged on an hourly basis from 8am - 12 midnight until the situation is rectified. The Society accepts no responsibility for anything left in the venue.

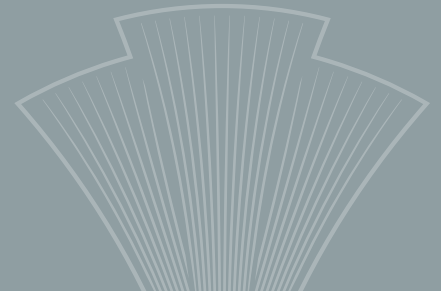
### 2. CANCELLATION CHARGES

2.1. Where a booking is cancelled up to two weeks prior to the event, half of the deposit will be refunded within 10 working days.

2.2. Where a booking is cancelled within 7 days of the event, no refund of any part of the deposit shall be given.

### 3. TICKET SALES

The Lyric Theatre is able to facilitate online and door ticket sales for your event through our existing provider. There may be a fee for this service, please discuss with your theatre representative. For profit share agreements access to your ticketing information will be required.



4. **SALE OF ALCOHOL** (please see our Host Responsibility Policy - Appendix A)

4.1. The Lyric Theatre holds an “events only” on-licence (refer Appendix B) which allows the sale or supply of alcohol for consumption on the premises. We can provide you with a complete beer and wine service for your event and other beverages can be included if required. 100% of bar sales will be retained by The Lyric Theatre.

4.2. Unlicensed events will be considered for private un-ticketed events which are not open to the general public. These will generally require door security as part of the hire. Police and the local licencing authority will be made aware of any agreed unlicensed events occurring at the venue.

5. **ACCESS TO THEATRE**

A Theatre representative will provide access to the venue at a pre-arranged time. Any keys handed out must be returned or left in on-site combination lockbox at the end of the hire. The Hirer will be liable for any costs arising from lost or unreturned keys.

Theatre representatives must be informed immediately of any problems that arise.

All members of the Hirer group and any individuals with it, must take all reasonable care in using the premises with the named Hirer responsible for the conduct of all who enter the premises for the duration of the booking.

6. **TECHNICAL REQUIREMENTS (LIGHTING & SOUND ETC)**

The venue is equipped with house lighting only at present. Special equipment such as extra lighting or sound equipment, stage effects or other presentation equipment must be supplied by the Hirer. At the end of the hire period, if Hirers has used any extra equipment – either their own, or external hire equipment – the Hirer must remove these items. The Society accepts no responsibility for items left behind in the venue by Hirer. The Lyric Theatre has no in-house technicians, however there are locally based techs and crew that may be available. Please enquire if needed.

7. **CLEANING**

Where the venue is being used over an extended period, it is the Hirer’s responsibility to maintain the dressing room and backstage areas in a clean and safe condition. All food must be removed from the premises at the end of each day throughout the hire period. Cleaning equipment & products are available. Please leave the venue as you found it. Charges will apply if additional cleaning is required after your event. Local cleaning providers may be available on request. Please enquire if needed.

8. **RUBBISH**

We require that any excess rubbish (additional to the supply of food and beverages or rest room facilities) is removed from the premises by the Hirer. Council rubbish bags are available at cost (charges apply). Only approved council rubbish bags can be left inside the venue by Hirers. These can be put out for Council collection on a Thursday. Opening hours for the Westport Transfer Station are Mon, Weds, Fri, Sat 9-4pm and Sun 9-1pm. We encourage recycling and have bins available.



#### 9. **NOISE**

Amplifiers and loudspeakers must be kept to a reasonable level and must not be used later than midnight on Friday and Saturday nights, and after 11pm on other nights. Hirer will be liable for any Council fees resulting from noise control call-outs during the venue hire.

#### 10. **MUSIC LICENCING**

Music is protected by copyright laws and the Hirer will be required where applicable to obtain a licence from the Australasian Performing Rights Association (APRA) to publicly perform either live or recorded music. For more information contact APRA on 0800 692772 (0800 NZ APRA).

#### 11. **DAMAGE OR LOSS OF THEATRE EQUIPMENT**

The Hirer is responsible for any loss, breakage or damage to facilities in the venue and its surrounds, including furniture, fittings, costumes, decor and all technical equipment during the period of hire including misuse of fire extinguishers or a call out by the Fire Brigade in the absence of a fire.

The Hirer will be charged for any replacement or repair costs incurred by the Society in replacing or returning property to the same condition it was prior to the hire period.

All property, including (but not limited to) musical instruments, electronic equipment, costumes, props brought into the venue by the Hirer, or belonging to the Hirer, is not the responsibility of the Society. Hirers must carry their own insurance for any loss or damage to any person or property associated with them, or for any costs incurred by them.

#### 12. **NO SMOKING**

Smoking and vaping is prohibited inside the venue, and there are signs to this effect throughout the building. The Hirer is responsible for enforcing this provision; however, Theatre representatives will enforce this ban and remove from the premises anyone seen to disregard this requirement.

NOTE: If 'Smoke' SFX is required as part of the event or activities are likely to produce smoke then the venue must be notified in advance to ensure that the necessary steps are taken to meet fire safety standards.

#### 13. **CATERING**

Please discuss food and beverage requirements with the Theatre representative at the time of booking as local providers may be able to fulfil your requirements. Hirers are not permitted use of the kitchen facilities without express prior consent. Please respect the high standards of the kitchen and adhere to current Food Handling regulations if permission has been granted.

#### 14. **SUPERVISION OF CHILDREN IN THE THEATRE**

All children are the responsibility of their parents or caregivers. The Society accept no responsibility where a child is left unattended.

NOTE: Ground level areas are designated unsupervised with the exception of backstage, kitchen and staff only areas. Stairwell and mezzanine areas are supervised - children may not access these areas without a supervising parent or guardian.



**15. SECURITY**

If it is a condition of hire that Security staff are present at an event, the Hirer must present the names and contact numbers for the personnel they wish to use. These names may be checked with the Police.

**16. FIRE SAFETY**

The Lyric Theatre has an existing Evacuation Scheme and will make the Hirer aware of the locations of all exit doors, first aid kits and fire extinguishers. It is the responsibility of the Hirer to listen to this information and acknowledge understanding or ask any questions. It is important that the Hirer keep the exit doors clear at all times; the central aisle and a clear aisle from the centre of the auditorium to the fire exits must be maintained in all seating layouts.

**17. RIGHT OF REFUSAL**

The Lyric Theatre reserves the right, with consultation, to decline any booking, or to refuse entry to the Theatre by any person or group. Under no circumstances may a hirer sub-let any part of the venue.

**18. BREACH OF CONDITIONS**

Any breach of these conditions may result in:

- 17.1 Closure of the event;
- 17.2 Refusal to accept future bookings; and/or
- 17.3 Theatre retaining the deposit held.

**19. INSURANCE & LIABILITY**

The Hirer is responsible for all insurance in relation to the hire of the venue. The Lyric Theatre, Granity, Inc. holds cover for the building but accepts no other responsibility than the standard legal liability for goods and services provided by them. The Lyric Theatre, Granity, Inc. are not liable for any debts, fines or legal infringements incurred by the Hirer. The Society takes no responsibility for the Hirer failing to secure any performance rights and releases relating to theatrical, dramatic or musical work.

**20. ALTERATIONS TO THIS CONTRACT**

There are to be no alterations to this contract without consultation and agreement between both parties.

**21. REPRESENTATIVE**

The Hirer must appoint a responsible person as a key contact for the purpose of the Hirer's dealings with The Lyric Theatre.

**22. TENANCY**

This hire agreement shall not create a tenancy between the The Lyric Theatre, Granity, Inc. and the Hirer.



## HOST RESPONSIBILITY POLICY

The committee and events team of The Lyric Theatre have a responsibility to provide an environment that is not only comfortable and welcoming, but where alcohol is served and consumed responsibly. Accordingly, we have implemented the following Host Responsibility policy.

- We provide and actively promote a good range of food available for sale at all times. Menus are visible at all times.
- We provide and actively promote a range of low-alcohol and non-alcoholic drinks, including low-alcohol beer, fruit juices, soft drinks, tea and coffee.
- Iced water is attractively presented and available free of charge at all times.
- It is against the law to serve alcohol to minors. If we are in doubt about your age, we will ask for identification. Acceptable forms of proof of age are a current photo driver's licence, an 18+ Evidence of Age card or a current passport.
- Attendees who are visibly intoxicated will not be served alcohol, will be asked to leave the premises and will be encouraged to take advantage of safe transport options.
- Our policy is zero tolerance for coercive, aggressive, or violent behaviour.
- We promote a range of transport options to get you home safely. These include:  
**Buller Taxis - 03 789 6900**
- We encourage people to have a designated driver. We support this by providing a range of alcohol-free drinks.
- We make sure all of these services are well promoted - you won't have to go looking for them.
- We maintain a training and management policy to give our team the skills and support they need to do their job responsibly.

Please be our guest and take advantage of the services we offer. As volunteers and members of your community, we pride ourselves on being responsible hosts.

## On Licence

(premises that are not a conveyance)

Sections 14 to 16, and 64 Sale and Supply of Alcohol Act 2012

Form 9 Lic6 (General- On)

**Pursuant** to the Sale and Supply of Alcohol Act 2012 (the Act), Northern Buller Communities Inc. is authorised to sell and supply alcohol on the premises situated at 92 Torea Street, Granity and known as The Lyric Theatre, to any person for consumption on the premises and to let people consume alcohol there.

The authority conferred by this licence must be exercised through a manager or managers appointed by the licensee in accordance with Subpart 7 of Part 2 of the Act.

### Conditions

This licence is subject to the following conditions:

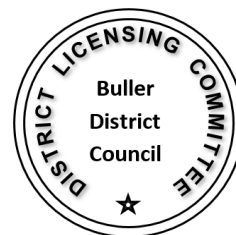
- a) No alcohol is to be sold on the premises on Good Friday, Easter Sunday, Christmas Day, or before 1.00pm on Anzac Day to any person who is not: (i) residing or lodging on the premises; or (ii) present on the premises to dine.
- b) Alcohol may be sold only on the following days and during the following hours to any person: **Monday to Sunday 11:00am till 12:00 midnight**
- c) Drinking water must be freely available within the licensed areas while the premises are open for the sale and supply of alcohol.
- d) The following steps must be taken to promote the responsible consumption of alcohol: (i) A Host Responsibility Policy must be maintained and displayed and all staff must receive training on responsibilities and obligations under the Sale and Supply of Alcohol Act 2012. (ii) A range of food choices must be readily available at reasonable prices at all times that the premises are open. Menus must be visible and food actively promoted. (iii) A range of non and low alcoholic drinks must be readily available at reasonable prices. (iv) Information relating to safe transport options must be readily available to customers.
- e) Provisions of the Act relating to the sale of alcohol to prohibited persons must be observed: (i) ID is to be requested from any person who looks under 25 years of age; (ii) No sale or supply of alcohol to minors or intoxicated persons. Every point of sale must display appropriate signage detailing these restrictions.
- f) The following parts of the premises are designated as:  
**Undesignated: Whole building, excluding upstairs mezzanine floor area**  
**Supervised: Upstairs mezzanine floor areas.**
- g) Sections 56-57 of the Act requires the licence holder to display the following at each principal entrance to the premises so as to be easily read by persons immediately outside the entrance: (i) Signage stating the ordinary hours of business during which the premises will be open for the sale of alcohol; and (ii) A copy of the licence including conditions.
- h) Section 214(3) of the Act requires signage to be displayed inside the premises which identifies by name the manager for the time being on duty.

### Duration

Subject to the requirements of the Act relating to the payment of fees, and to the provisions of the Act relating to the suspension and cancellation of licences, this licence continues in force—

- (a) either—
  - (i) until the close of the period for which it was last renewed; or
  - (ii) if it has never been renewed, until the close of the period of 12 months after the day it was issued; but
- (b) if an application for the renewal of the licence is duly made before the licence would otherwise expire, either—
  - (i) until the close of the period of 3 years after the period for which it was last renewed; or
  - (ii) if it has never been renewed, until the close of the period of 4 years after the day it was issued.

**DATED** at Westport this 30 October 2023




Sean Judd

SECRETARY

BULLER DISTRICT LICENSING COMMITTEE

Subject to the requirements of the Act relating to the payment of fees, and to the provisions of the Act relating to the suspension and cancellation of licences, the licence expires on **29/09/2026**. This licence replaces licence number 54/ON/009/2022 issued by the Buller District Licensing Committee.



22 December 2023

The Lyric Theatre  
9 River Road  
Hector 7822

Dear Sir/Madam

**SALE AND SUPPLY OF ALCOHOL ACT 2012: APPLICATION FOR TEMPORARY AUTHORITY ORDER**

Your application for a Temporary Authority Order for On Licence has been granted by the Buller District Licensing Committee, and your Order is attached for display on the premises.

The Temporary Authority Order is valid for three months only. It is advisable to lodge your application for new on licence immediately to ensure a new licence is issued within the next three months. If a new licence has not been granted within three months, a further application for Temporary Authority Order will be required. Multiple Temporary Authority orders are not meant to be a replacement for a full licence. Any further Temporary Authority Orders applications must be received three weeks before the expiry date of the current Order.

A condition on the Order is that payment of any annual fee is to be received that applies to Licence No: 54/ON/009/2022 that is due during the period of this Order. It is noted that the annual fee for the underlying licence is due on 30 Septmeber, or thereafter 30 days from that date.

Yours faithfully



Leanne Tikey  
Technical Support Officer  
Regulatory Services  
For Buller District Licensing Committee

AL 016A  
[licta] 30/06/15

**Licence No:**  
Decision:  
Buller DLC ref:

**(54/TA/004/2023**  
DLC/149/2023  
TA23003

**TEMPORARY AUTHORITY ORDER**

*Sale and Supply of Alcohol Act 2012 – Section 136*

Pursuant to the Sale and Supply of Alcohol Act 2012, an Order is hereby made whereby The Lyric Theatre is authorised to sell and supply alcohol on the premises situated at **92 Torea St, Granity** and known as “**The Lyric Theatre**” to any person for consumption For on licence on the premises and to let people consume alcohol there.

This order is subject to the following conditions:

1. Ensure that the current off-licence remains in force for the term of the Order and that any annual fees due during this time are paid.
2. Comply with the same duties, conditions, obligations and liabilities as required by the current on Licence 54/ON/009/2023.
3. Comply with the conditions of the Order.

This order commences on 22/12/2023 and shall expire on 22/03/2024 unless a substantive licence has been issued prior to the expiry date.

**DATED** at Westport this 22nd day of December 2023.

Sean Judd  
**SECRETARY**  
**BULLER DISTRICT LICENSING COMMITTEE**

Notes:

1. Any order or subsequent order is subject to the underlying licence being valid for the period of the order.
2. This order shall be displayed prominently at the principal entrance to the premises.





THE LYRIC THEATRE, GRANITY, INC  
92 TOREA STREET, GRANITY  
THE LYRIC . NZ



## VENUE HIRE AGREEMENT

The details of your booking are set out below. Please check that these are correct, then:

Fill in any details not already supplied on this form.

Sign and date after reading and agreeing to the conditions of hire; and

Return the form with your payment. Payments can be made to the following NBS (Westport) account using your name as reference:

The Lyric Theatre, Granity, Inc

03-1354-0641061-00

EVENT:	DATE/S:	START TIME:	FINISH TIME:
	Pack in start time		
	Pack out time		

EVENT ORGANISER:	
NAME:	
ADDRESS:	
EMAIL:	
PHONE:	

EVENT DESCRIPTION

WILL ALCOHOL BE AVAILABLE OR FOR SALE AT THIS EVENT? Y/N (Circle one)	
FOR SALE	THE LYRIC THEATRE HOLDS AN ON-LICENCE AND CAN MANAGE THIS FOR YOUR EVENT
NOT FOR SALE	THIS IS AN UNLICENSED EVENT BEING EXCLUSIVELY MANAGED BY THE HIRER

MIN. HIRE CHARGES:		
VENUE HIRE CHARGE \$	\$	DEPOSIT Date Paid: BALANCE PAID: (Balance within 7 days of event)

PURPOSE OF HIRE (circle one)			
COMMUNITY (NON-PROFIT)	COMMERCIAL	PRIVATE BOOKING (WEDDING)	OTHER

I have read and understand the Conditions of Hire, and agree to abide by them.			
Signed for Hirer		Date:	NAME:
Signed for TLTG		Date:	NAME: