

REGULATIONS GOVERNING THE USE OF TRCC FACILITIES

1. These regulations governing the use of The Republic Cultural Centre facilities (hereinafter referred to as the “facilities”) are issued by The Republic Cultural Centre.
2. The term “Manager” whenever used hereafter shall mean the person in charge of the facilities, and also person or persons as may be deputed by him to act on his behalf for the purpose of these Regulations.

Conditions and restrictions

3. No person other than the authorized staff of the facilities shall be permitted to remain on the premises after the closing hours.
4. Except during the hours of any performance/function, no person shall be admitted to the premises unless on official business.
5. The Manager may refuse admission to any person who in his opinion is likely to cause embarrassment or annoyance to other patrons or users of the premises.
6. No infant in arms shall be admitted to any performance/function except in the case where the function is a baby show or baby competition.
7. The hirer shall observe the advertised time of the commencement of the performance/function and shall vacate the premises on or before the expiry date and time of hire of the premises.
8. Intoxicating or other liquors, beverages and food shall not be consumed on the premises other than in the place and space allocated for such purpose.
9. Sale of Food & Beverages is not allowed in any part of the premises.
10. Cooking is not allowed in any part of the premises.
11. No smoking or striking of matches or gas lighters will be allowed in the facilities or on any part of the stage and dressing rooms except when they are necessary for the business of the performance/function, in which case, sufficient suitable receptacles shall be provided by the hirer for the purpose of depositing matches, cigarette ends and pipe refuse. Subject to the above exception, no naked fire shall be allowed on the premises. There shall be strictly no smoking in the Technical Control Rooms.
12. Screws, nails, adhesives, masking tape, double-sided tape, or any devices of any description likely to deface the walls, floors or ceilings are not allowed to be used on any part of the premises.
13. Any materials, goods, equipment, etc shall not be dragged in the facilities. For heavy loads, trolleys with rubber castors are to be used.
14. No banners, posters or advertising materials will be permitted on or about the premises without the prior approval of the Manager.
15. The Manager shall have control over the advertisements, decoration materials or banners appearing on the premises.

16. All sceneries, draperies, cloths of any description, floral decorations, curtains, etc to be used in a production shall be rendered flameproof, preferably in the process of manufacture and to the satisfaction of the Manager.
17. The seating arrangements in the theatres or other function rooms may not be altered without the prior approval of the Manager.
18. All passageways and means of exit on the premises shall be kept clear and no tables, chairs or other obstructing furniture or materials shall be placed at these places without the prior approval of the Manager.
19. Over-amplification of sound by electronic devices that may cause annoyance to other users of the premises is strictly prohibited.
20. No unauthorized person shall
 - a) be admitted to the Machinery Plant Rooms, Store Rooms, Technical Control Rooms or the Auditorium;
 - b) handle the stage technical appliances, or operate the stage-lighting consoles, sound reinforcement consoles, curtain controls and the air-conditioning plants; and
 - c) have access to or play the pianos without the prior consent of the Manager.
21. No electrical apparatus or fittings of any kind shall be attached to, or used in conjunction with the existing electrical switchgears or fittings without the prior permission of the Manager.
22. If such electrical apparatus or fittings are necessary, the hirer shall comply with the relevant authorities' requirement and install them at his own expense.
23. No audio or video recording, filming or still photography shall be taken during a performance/function except at the request of the artists or hirers and with the prior permission of the Manager. Under no circumstances shall flash photography be permitted.
24. The service fees for the Fire Officers on duty during a performance/function are payable and recoverable from the hirer.
25. No hirer shall have control over any staff of the facilities. Any disagreement with any member of the staff or misbehavior on the part of the staff shall be reported to the Manager who will thereafter deal with the matter personally.
26. Giving of gratuities to members of the staff strictly prohibited.
27. The hirer shall not be entitled to any refund of the rental charges or to any compensation under any circumstances unless otherwise provided for. However, if any major breakdown should occur resulting in non-supply of electricity to the premises for more than four hours whilst such premises are being used by the hirer, the rental charges of any appropriate part thereof may be refunded provided that the function is cancelled due to such breakdown.

Bookings

28. All applications for the hire of any part of the premises shall be made either verbally or in writing to the Manager or his representatives who are authorized to accept bookings. When a verbal booking is made, such booking shall be confirmed forthwith in writing and by submission of a deposit.
29. A booking shall be considered provisional only until:
 - a) a deposit has been made to cover rental charges that the Manager estimates are likely to be incurred, and
 - b) where deemed necessary by the Manager, a further deposit plus GST is required as security deposit for any likely damage that may occur to properties belonging to the facilities.
30. The Manager shall not be bound to reserve dates booked provisionally only and shall be at liberty to allot such dates to any other applicant who may book and make a deposit in respect of such dates if such provisional bookings are not confirmed immediately.
31. In the event of any cancellation by the applicant of the dates as booked, the deposit and the GST shall be forfeited.
32. Bookings are made strictly between the Manager and the hirer and are not transferable by the hirer to anyone.
33. Where a booking has been confirmed, facilities for rehearsals as required may be granted at a fee, provided the dates so required are not booked by other hirers. Bookings for other performances/functions shall take priority over such requests for facilities for rehearsals.
34. Special consideration is also attached to National and State functions. It may be necessary to cancel all other performances/functions if the dates booked coincide with the dates of National or State functions that cannot be advanced or deferred. In this respect, the Manager or TRCC shall not be held liable for any loss or damage suffered by the hirer arising out of or in connection with such cancellation, termination, advancement or deferment of any booking due to National or State functions.
35. The Manager reserves the rights to cancel, terminate, advance or defer the booking of any part of the facilities at any time by giving prior notice to the hirer. In this respect, the decision of the Manager shall be final. The Manager may in his absolute discretion grant or refuse any application for the use of the premises without assigning any reason.
 - a) In any of the above cases, the hirer shall be given advance notice as early as possible of the intention to cancel, terminate, advance or defer the bookings. The Manager or TRCC shall not be liable for any loss or damage suffered by the hirer arising out of or in connection with such cancellation, termination, advancement or deferment of any booking.
 - b) Upon cancellation or termination of bookings, any money paid by way of booking fee or deposit for the whole or part of the period of booking shall be refunded without interest but the Manager or TRCC shall not be liable to the hirer for any loss or damage sustained out of such action referred to in a) above.

36. An **Amateur Performance** shall mean a performance in which none of the performers/artistes receives a fee or other consideration for services whether in the capacity of an active member of the cast or in the capacity of any other officer connected with the production. Any individual, commercial company or trust/foundation must not sponsor the performance in anyway.
37. Where a performance includes a professional artiste, the **Professional** rate of rental shall apply.
38. It is the duty of the hirer to ensure and to prove
- a) that the necessary licence for using the premises to hold a performance/function, an exhibition, meeting, seminar, etc has been obtained from the relevant authorities; and
 - b) that prior written permission from the copyright owners, if applicable, has been obtained for the performances to be staged.

The hirer shall on request produce the necessary licenses, permits or other documents.

39. The hirer shall be responsible to pay all copyright royalties, if any or applicable.
40. Notwithstanding the provision of Clause 38, the hirer shall indemnify the Manager and TRCC against all claims, demands, actions and proceedings arising out of any infringement of copyright on the unauthorized playing, performance or use of any record, tape, apparatus or contrivance occurring during the period of rental of the premises.

Admission Tickets

41. The Manager reserves the right to have seats as specified below, for management use during a performance. No ticket and/or invitation card in respect of these seats shall be sold or issued without the prior permission of the Manager:

TRCC Theatre (1,000 seats)	-	4 seats as marked in the seating plan
TRCC Studio (390 seats)	-	2 seats as marked in the seating plan

42. The hirer shall be responsible for the printing of admission tickets for performances/functions held at the theatres.
43. All admission tickets including those generated through computerized systems shall not be sold or distributed until the tickets have been duly registered with the Manager, and the applicable GST charged on the rental levy has been paid.
44. Hirers using SISTIC/TicketCharge/Gatecrash or any other computerized systems shall be subjected to the condition that rental levy (that is a percentage of the box office takings in accordance with the tariff rates in force) less rental deposit shall be deducted by these ticketing agents who are authorized by TRCC to make such deductions.
45. The following conditions of sale shall be printed on the admission tickets:
- a) No refund of ticket under any circumstances.
 - b) Latecomers will not be admitted until appropriate break or intermission.
 - c) No infant in arms.
 - d) No photography, audio and video recording.
 - e) No food and drinks in the auditorium.

46. The hirer shall be responsible for the sale of tickets or if so desired, this service may be provided through approved ticketing agents.
47. The statement of accounts and the balance of unsold tickets, if any, shall be forwarded to the Theatre Office for checking and further sale of tickets at the door (current booking), if any, at the Theatre Box Office. If the tickets are to be sold by the hirer on the day of the performance/function, then all unsold tickets together with the completed "Registration" form shall be returned to the Theatre Office within 10 days after the performance/function for accounting purposes. In the event of failure on the part of the hirer to return the tickets and the prescribed form(s) within the stipulated time, the Manager reserves the right to levy rental based on gross takings of full house attendance.
48. For a single performance, the hirer shall be entitled to complimentary tickets without rental levy up to the limit not exceeding 15% of tickets registered or seating capacity whichever is the lower.

For a production that is held at the same venue over a number of days without a break, the maximum number of complimentary tickets allowed is 10% for admission to the production. Rental will be levied on complimentary tickets issued in excess of the said limits notwithstanding any approval for such issue.

Loss or Damage to Properties

49. The storage of properties on the premises will be at risk of the hirer or owner and the Manager of TRCC will not be held responsible for any damage or loss by any cause whatsoever.
50. All properties must be removed on or before the expiry date and time, failing which extra rental will be charged. In the event of failure on the part of the hirer to pay extra rental within seven days from the date of written demand, the Manager reserves the right to dispose of or to destroy such properties as he may think fit. No claim whatsoever shall be made against the Manager or TRCC on account of such disposal or destruction.
51. Should any equipment or property of the theatres be broken, damaged or lost, or should any damage be done to the premises, the hirer shall pay a sufficient sum to make good such damage or loss. No equipment or property shall be altered or modified without the prior written approval of the Manager. If such approval is given, the Manager may require a deposit to be given by the hirer to cover the cost of the repair or replacement should the equipment or property be damaged.
52. The Manager or TRCC shall not be held responsible for any loss of or damage to any properties of the hirer.
53. The hirer shall be entirely responsible for the proper and safe setting up of all his props and for the proper working of all his own electrical, mechanical and other appliances. The Manager or TRCC shall not be held liable for any loss or damage including but not limited to any accident or personal injury occurring to any person engaged in connection with the work involved with the setting up of such props and the working of such appliances.

Tariff Charges

54. The charges for the hire of the theatres and their premises shall be in accordance with approved rates in force and the Manager shall decide the type of rates applicable to the performance/function. The tariff charges are subject to changes without prior notice.

General

55. The hirer and the members of any company whether professional or amateur and their staff generally shall adhere to these Regulations and comply with the directions of the Manager.
56. TRCC reserves the right to waive any of the above Regulations.

Severability

57. If any one or more of the provisions contained herein shall be deemed invalid, unlawful, or unenforceable in any respect under any applicable law, the validity legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired but these Regulations shall be construed as if they did not contain such invalid, unlawful or unenforceable provision.

Exclusion of liability

58. The Manager's or TRCC's sole obligation to the hirer shall be to lease out the theatres and the premises to the hirer. For the avoidance of doubt, the Manager or TRCC shall not be responsible for informing the hirer of any restriction of access to the premises, whether by means of public transport, public roads or otherwise, which may, in any way affect the staging of the performance/function by the hirer during the period of booking of the premises by the hirer. In this respect, the Manager or TRCC shall not be liable for any loss or damage suffered by the hirer or any third party arising out of or in connection with such restrictions of access of the premises.

Force Majeure

59. No party shall be liable to any party for the failure or delay in performance of these Regulations if and to the extent that such failure or delay is the result of Acts of God, governmental orders or actions, changes in legislation, war (whether declared or not), national emergencies, strikes, lockouts or any other industrial, civil or public disturbances, fire or accident, or any event or circumstances for which the relevant party cannot reasonably be held responsible.

Rights of Third Parties

60. A person who is not a party to this agreement shall have no right under the *Contracts (Rights of Third Parties) Act* to enforce any of its terms.