



TERMS AND CONDITIONS OF USE TO ACCOMPANY APPLICATION FORM

Japan Pacific ICT Centre – Multipurpose Theatre

Rules and Regulations

1. The **application form** for the use of the Multipurpose Theatre must be used and completed to ensure booking is considered. The form can be found on the website for Bookings for Multipurpose Theatre or by contacting the officer-in-charge. PA Contact: 323-2442.
2. No booking will be **valid** until the University has received and approved the Application Form and requested documents. Booking must then be confirmed by the user and appropriate fees paid prior to the function.
3. The gathering or activities must be held in **accordance with the programme** previously submitted by the applicant. The activities and the noise emitted shall not obstruct other activities being held in the USP.
4. Unless prior **written consent** from the Officer-in-charge - University of the South Pacific Office is obtained, no posters, slogans, banners or portraits are to be posted or hung when using the venue – externally or internally. Chanting of slogans and activities that disturb public order are also prohibited.
5. **Eating, smoking and burning** of any articles are strictly prohibited in Japan Pacific ICT Centre – Multipurpose Theatre or its facilities or with the vicinity of this facility.
6. The applicant shall **assume responsibilities for physical arrangement** such as seating, and shall not put any nails or any other materials that are difficult to remove such as lacquer, paints or other similar material on the walls, furniture and other equipment. The applicant shall be liable to pay **for any damage** to any equipment, furniture or fabric of the building or any other part of this facility.
7. Unless with a **relevant permit**, no fund raising, sale, auction of any kind is allowed in the Theatre.
8. Unless consent is obtained from the Officer-in-charge - University of the South Pacific Office, no addition, such as altering the physical structure, is allowed in the hall.
9. The applicant shall ensure that the **number of participants** does not exceed the estimated number as stated in the application form, or the maximum intake capacity of the venue (311 persons). Otherwise, the staff members shall have the right to limit the number of participants, or to terminate the applicant's continual use of the venue and require the applicant to have the venue cleared and cleaned immediately.

10. The **programme** must be held in accordance with the programme previously submitted by the applicant and approved by the Officer-in-charge - University of the South Pacific.
11. The applicant shall maintain **good order and discipline** during the gathering and clean the entire facility after use otherwise USP will charge the applicant for cleansing expenses.
12. If the **applicant charges participants any fee** for the activity held at the venue, a signed income and expenditure account and copies of all the receipts must be submitted to the Officer-in-charge - University of the South Pacific for internal reference within two weeks after the activity.
13. The applicant has to be insured for the activity to be held. The applicant shall be responsible for insurance for **Public Liability and/or any other statutory requirement** put in place by Government. Evidence of insurance payment shall be submitted to the Officer-in-charge - University of the South Pacific office for record prior to commencement of any activity in the venue.
14. It is not allowed to put an **adhesive substance** or put any nails anywhere in the Multipurpose Theatre or its facilities.
15. It is not allowed to put or hang **banners** on the curtain on the stage.
16. The **lighting equipment** on stage is not for loan unless paid for by the applicant. If it is required for the staging of drama or any other kind of performance, applicant for its use must be submitted along with the application for the venue. Upon approval, USP shall employ a technician for undertaking the operation of the stage lighting. All costs pertaining to this technician shall be payable as per charges herein.
17. No additional **electric appliances** and lighting equipment are to be installed in any part of the Multipurpose Theatre or its facilities unless prior permission from the USP has been obtained.
18. It is not allowed to remove any electric appliances in the Multipurpose Theatre or its facilities.
19. The adjustment of the lighting system can only be done by the technician-in-charge to be identified by USP.
20. The applicant should inform the Officer-in-charge - University of the South Pacific office of the facilities that would be used. The applicant shall assume responsibilities for physical arrangement and clean the venue after use.
21. The applicant shall assume responsibilities to **clear all rubbish** from the venue and its vicinity after use.
22. It is recommended the organisers should wear or carry a **clear identification** badge or card.
23. The users of the **dressings rooms** should seek prior approval
24. The applicant, and its members, partners, employees, contractors, agents and licensees (each a "Related Person" and together "Related Persons" of the applicant) whether as invitees or otherwise, whilst using or present at the Multipurpose Theatre or its facilities are there entirely at their own risk. Neither the USP nor any of its employees, agents or contractors shall be under any liability whatsoever for or in respect of:
 - I. any loss of or damage to any of the applicant's property or that of any it's Related Persons howsoever caused (whether by any act, omission, default or Negligence of the USP and any of its employees, agents or otherwise); or

- 11 any injury to or death of the applicant or any of its Related Persons (except any such injury or death caused by the Negligence of the USP or any of its employees or agents).
- 25 The applicant shall indemnify and keep USP fully and effectively indemnified against:
 - I. any and all claims (whether or not successful, compromised, settled, withdrawn or discounted, in whole or in part), actions, investigations, demands, proceedings or judgments, joint or several, threatened, brought or established against the University (the "Claims"); and
 - II. any/all liabilities, losses, damage, costs, charges or expenses (including all legal fees and other awards, costs, payments, charges and expenses) which the University may pay or incur as a result of or in relation to any Claims.
26. The applicant shall indemnify and keep the USP fully and effectively indemnified against any loss of or damage to any property of the USP or of any of its employees, agents or contractors or any injury to or death of any employee, agent of contractor of the USP arising out of the Negligence of the applicant or any of its Related Persons.
27. The University of the South Pacific shall have the **right not to grant the use** of the Multipurpose Theatre or its facilities (including the facilities thereof) to any Applicant.

Parking

- On-campus Visitor/Conference parking is available at the rear of the Japan Pacific ICT Centre and the Multipurpose Theatre. Prior approval shall be required and identified in the application form for number of anticipated car parking spaces required.
- A charge of \$30 per hour per person will be applicable if USP is to provide security on site

Security

- The University of the South Pacific will require USP safety officers to be present at an event. The number of safety personnel will be determined by USP. Additional fees of \$30 per hour shall apply.

REMARKS

1. The Officer-in-charge - University of the South Pacific Office reserves the right to make a final decision on any applicant.
2. All applications will be processed on "First Come First Serve" basis. The Officer-in-charge - University of the South Pacific Office reserves the right not to grant the use of the facilities/equipment to any applicant.
3. The Officer-in-charge - University of the South Pacific Office can alter at any time the approval for the use of facilities/equipment of the Japan Pacific ICT Centre – Multipurpose Theatre or its facilities.
4. Staff members of the Japan Pacific ICT Centre – Multipurpose Theatre or its facilities shall have the right to enter, at any time, any part of the Multipurpose Theatre Used by the applicant/ organization and impose additional conditions for its continued use in the light of prevailing circumstances. If the applicant fails to observe these conditions, the staff members may terminate the right of use at any time and the place cleared. In this case, any amount paid will be forfeited. Less the costs incurred by SUP
5. The applicant and/or anyone of its members, whether as an invitee or otherwise, whilst using the Multipurpose Theatre, is there entirely at their own risk, and they shall not have or make any claim for injury or damage against the University of the South Pacific, its servants or agents however such injury and/or damage must be occasioned, whether or not such injury or damage is in any way due to any negligent act, breach of duty, default and/or omission on the part of the University of the South Pacific, its servants or agent.
6. In case of Cyclone, Tsunami, Strong Winds, major Strom or major power failure by Fiji Electricity Authority Multipurpose Theatre or its facilities will be closed. In this instance the USP reserves the right to revisit the programme of the applicant with no additional cost.
7. The University of the South Pacific reserves the right to make any changes to the rules and regulations and all other arrangement without prior notice.
8. Should discrepancies arise from the conditions herein all efforts shall be made to resolve all matters amicably without the requirements for redress to Court or litigation.
9. **Notwithstanding any part of this policy, the Vice Chancellor and President, USP may allow and disallow the use of this facility to any group or groups.**

5 May 2012