



Opera House Guideline	Venue Hire Guideline for Commercial Hirers
Authorisation:	Director, Theatre & Events
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Contact Officer:	Manager, Venue & Event Sales

1. PURPOSE

This Guideline sets out the process for commercial hirers wishing to book an Opera House venue.

2. WHO IT APPLIES TO

This Guideline only applies to commercial hirers wishing to hire an Opera House venue. This Guideline does not apply to the Opera House's resident companies, Opera House supported arts organisations, educational institutions, government departments and agencies, and the Opera House Presents.

3. THE OPERA HOUSE'S VENUE HIRING OBJECTS AND FUNCTIONS

- 3.1 One of the objects and functions of the Opera House is the promotion of artistic taste and achievement in the musical, operatic, terpsichorean, visual and auditory arts (s4(1)(c), SOHT Act). In order that the Opera House may attain its objects and effectively carry out its functions, it has the power to do all such things as it may deem incidental or conducive to the profitable and effective carrying out of its objects and functions (s4(2), SOHT Act).
- 3.2 The powers conferred on the Opera House under the SOHT Act (clause (a), schedule 1; s4(3) and (4)) include arranging for the use of the Opera House for:
 - (a) the presentation of grand opera and ballet, and orchestral, instrumental, dramatic, choral and vocal concerts and recitals;
 - (b) the promotion and organisation of music, drama and dance festivals and similar entertainments;
 - (c) the holding of conferences and meetings;
 - (d) performances, entertainments, displays, exhibitions, recitals, lectures, film-screenings, broadcasts, telecasts and other purposes calculated, in the opinion of the Opera House, to provide for the cultural welfare or education of the participants or audience.
- 3.3 The Opera House may permit any part of the Opera House to be used by any person at such times and on such terms and conditions, and subject to payment of such hiring charges, as the Opera House may think fit and proper for, or in connection with, any purpose approved by the Opera House (s26, SOHT Act).

4. VENUE BOOKING PROCESS FOR COMMERCIAL HIRERS

- 4.1 As a masterpiece of late modern architecture and one of the world's leading performing arts centres, demand for venues at the Opera House is understandably high. As a consequence, multiple potential hirers may want to book a venue for the same date. In order that venue bookings can be administered efficiently and fairly, the Opera House employs a "pencil booking" procedure to manage multiple potential bookings for each venue for an event on any day.
- 4.2 The process followed by the Opera House when a commercial hirer wishes to book a venue is set out below:

(a) Venue availability and applying for a pencil booking

To find out the dates on which a venue is available for hire for an event and, if it is available, to apply for a pencil booking, the commercial hirer must either complete the online [event booking enquiry form](#), or contact Venue & Event Sales by calling +61 2 9250 7393, sending a fax to +61 2 9250 7816, or sending an email to venues@sydneyoperahouse.com. The commercial hirer should provide the following information:

- (i) organisation name, ABN and address
- (ii) contact person name and position, and contact details
- (iii) name of event
- (iv) approximate number of attendees
- (v) approximate number of performers
- (vi) number of days required
- (vii) preferred dates
- (viii) type of event (eg conference/meeting, concert, awards ceremony, exhibition, film shoot, product launch, catered function)
- (ix) preferred venue (ie Forecourt, Concert Hall, Joan Sutherland Theatre, Drama Theatre, Playhouse, Studio, Utzon Room, other outdoor venue)
- (x) event setup (eg theatre, cabaret, general admission standing, outdoor, boardroom)
- (xi) services required for the event (eg sound, lighting, audio-visual/projection, ticketing, IT and/or internet access, security and safety staff, catering, recording/broadcasting)
- (xii) any additional information (eg a synopsis of the event and any reviews, indicative ticket prices, where the commercial hirer has presented previously, level of event presentation experience)

A pencil booking can only be given for events proposed to be held in the calendar year in which the application is made or the subsequent calendar year. However, any pencil booking for a subsequent calendar year cannot be given before the book opening date for that subsequent calendar year.

If the application is incomplete, or if the Opera House requires further information to consider the application, the Opera House may request the missing or additional information from the applicant. Any missing or additional information that is not requested by the Opera House at this stage may be requested by the Opera House at a later stage and any supplied information may be taken into account in the subsequent decision making process. Due to the confidential nature of some high-profile events, the Opera House may consider and accept an application for a pencil booking from a regular hirer without knowing the exact details of the high-profile event.

(b) Decision regarding pencil booking application

The Venue & Event Sales team will decide whether or not a pencil booking will be given for the event. If the Venue & Events Sales team has any concerns with the application for a pencil booking, the application may be escalated to the Director, Theatre & Events for decision. In making any such decision, consideration will be given to the matters considered relevant by the Opera House including, but not limited to, compatibility with resident company programming, artistic merit, logistical or operational issues, commercial considerations, and planning and heritage considerations. The applicant will be notified of the outcome of their application for a pencil booking.

A decision to give the pencil booking is not a confirmed booking for the event at the venue for the pencilled dates, and does not create a contract to hire, or to agree to hire, the venue to the applicant, or create any other contract in relation to the venue. It only establishes a priority system for pencil booking holders for the venue on the pencilled dates for their event.

The first applicant to be given a pencil booking for the requested venue and date becomes the first pencil booking holder. The second applicant to be given a pencil booking for the requested venue and date becomes the second pencil booking holder, and so on.

The first pencil booking will not be given to anyone else unless the holder relinquishes the booking or is successfully challenged under section 4.2(d) below.

If the first pencil booking holder relinquishes the booking, the second pencil booking holder will become the first pencil booking holder, the third pencil booking holder will become the second pencil booking holder, and so on.

The consequences of a successful challenge are explained in section 4.2(d) below.

(c) First pencil bookings and decision to issue a venue hire agreement

If a decision is made to give a commercial hirer a pencil booking for their event at the venue for the pencilled dates, and that pencil booking is the first pencil booking for those dates:

- (i) the Opera House will request the following information from the commercial hirer so the Opera House can decide whether to allow the event to be presented at the venue, and if so, draft a venue hire agreement for the event for the pencilled dates:
 - A. the specific technical, operational and creative requirements for the event (if not already provided); and
 - B. any other information required by the Opera House in order that it can decide whether the event can or should be presented at the venue and, if so, the terms on which that presentation can take place;
- (ii) the Venue & Event Sales team will make a decision on whether or not to issue a cost estimate and proposed venue hire agreement for the event for the pencilled dates. If the Venue & Events Sales team has any concerns with the proposed venue hire, the matter may be escalated to the Director, Theatre & Events for decision. In making any such decision, consideration will be given to the matters considered relevant by the Opera House including, but not limited to, compatibility with resident company programming, artistic merit, logistical or operational issues, commercial considerations, and planning and heritage considerations;
- (iii) the commercial hirer will be notified in writing of the decision. If the decision is to issue a cost estimate and proposed venue hire agreement, the commercial hirer will be sent the proposed venue hire agreement for signature by the commercial hirer so the booking can be secured and confirmed. A booking will not be secured or confirmed until such time as the venue hire agreement has been signed by the commercial hirer and Sydney Opera House Trust, the signed agreement has been provided to the Opera House and the venue rental deposit is paid;
- (iv) following the Opera House's receipt of the signed venue hire agreement and the venue rental deposit, the Opera House will notify any other holders of pencil bookings for the pencilled dates that their pencil bookings have been unsuccessful and are cancelled.

(d) Challenging first pencil bookings

If a decision is made to give a commercial hirer a pencil booking for a venue for an event and that pencil booking is not the first pencil booking for the pencilled dates (eg it is the second, third or fourth pencil booking) then that commercial hirer can challenge the first pencil booking by written notice to the Opera House. The Opera House will request the following information from the commercial hirer so the Opera House can decide whether the event can be presented at the venue:

- (i) the specific technical, operational and creative requirements for the event (if not already provided); and
- (ii) any other information required by the Opera House in order that it can decide whether the event can or should be presented at the venue.

The Venue & Event Sales team will make a decision on whether to allow the event to be presented at the venue. If the Venue & Events Sales team has any concerns with the event, the matter may be escalated to the Director, Theatre & Events for decision. In making any such decision, consideration will be given to the matters considered relevant by the Opera House including, but not limited to, compatibility with resident company programming, artistic merit, logistical or operational issues, commercial considerations, and planning and heritage considerations. The commercial hirer will be notified in writing of the decision. A decision to allow the commercial hirer to challenge a first pencil booking does not create a contract to hire, or to agree to hire, the venue for the event to the commercial hirer, or any other contract in relation to the venue. It only indicates that the Opera House is prepared to let the commercial hirer challenge the first pencil booking.

If the decision is to allow the challenging party's event to be presented at the venue, the Opera House will as soon as possible notify the person holding the first pencil booking that they have 3 working days to confirm their pencil booking and indicate an intention to enter into a venue hire agreement for the pencilled dates. If the person holding the first pencil booking does not do so:

- A. their first pencil booking will be cancelled;
- B. the challenging party will be given the first pencil booking; and
- C. the challenging party will be sent a venue hire agreement for their event for the pencilled dates.

Once the challenging party signs the venue hire agreement, the Opera House will notify all the other holders of pencil bookings for the pencilled dates that the pencilled dates are no longer available and their pencil bookings for those pencilled dates are cancelled.

4.3 At each stage of the process, the Opera House will endeavour to make a decision within a reasonable timeframe and to notify the affected hirer(s) promptly following the making of the decision.

4.4 This Guideline may be departed from in exceptional circumstances.

5. FEEDBACK AND COMPLAINTS HANDLING

If a commercial hirer would like to provide the Opera House with feedback or believes they have a cause for complaint, the details of the Opera House's feedback and formal complaints guidelines are available on the Opera House's website at www.sydneyoperahouse.com.

6. GUIDELINE PUBLICATION AND AMENDMENTS

6.1 This Guideline will be published on the Opera House's website at www.sydneyoperahouse.com.

6.2 The Opera House may at any time replace, amend, revise or update this Guideline by publishing the replacement, amended, revised or updated guideline on that website.

7. DEFINITIONS

In this Guideline:

book opening date means, in relation to a venue, the date for a calendar year from which the Opera House will give pencil bookings for that calendar year;

challenging party means a potential hirer with a pencil booking for pencilled dates who challenges the pencil booking of the person who holds the first pencil booking for those pencilled dates;

commercial hirer means anyone wishing to hire a venue who is not an Opera House resident company, an Opera House supported arts organisation, an educational institution, a government department or agency, or the Opera House Presents;

first pencil booking means a pencil booking for a venue for an event for the pencilled dates, being the first pencil booking made for that venue on those dates;

pencil booking means, in relation to a venue, a potential booking for the hire of that venue for an event for one or more specified dates;

pencilled dates means the potential booking dates for a venue for an event specified in a pencil booking;

regular hirer means a commercial hirer that has entered into at least 10 venue hire agreements with Sydney Opera House Trust that resulted in events being held at the venues. If the commercial hirer is a company and any of its directors and employees have individually, or through another company, entered into venue hire agreements with Sydney Opera House Trust that resulted in events being held at the venues, then those agreements can be taken into account in determining whether the 10 agreements threshold has been satisfied provided:

- (a) the individual has primary responsibility for producing the event that is proposed for the venue; and
- (b) in the case of that previous venue hire agreement, that individual also had the primary responsibility for producing the previous event held at the Opera House;

SOHT Act means the *Sydney Opera House Trust Act 1961* (NSW), as amended or replaced;

venue means a venue at the Sydney Opera House.