



V I L L E D E  
G E N È V E

LC 21 376

## **Hire of the Victoria Hall Terms and Conditions Regulation**

*Approved by the Executive Council, 9 May 2007*

(Effective as from 1 September 2007)

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### **Section 1 Conditions of hire**

#### **Art. 1 Legal responsibility**

<sup>1</sup>Legal responsibility for the Victoria Hall is vested in the City of Geneva's Department of Culture (hereinafter the DC).

<sup>2</sup>The Administrative and Technical Service (hereinafter the ATS) of the DC's Art and Culture Division, acting under the authority of the DC's Executive Councillor, is responsible for the management of the Victoria Hall.

#### **Art. 2 Suitable events**

<sup>1</sup>The configuration and layout of the Victoria Hall render it suitable for classical music, jazz and music-hall performances which are not liable to provoke unrest or disorder.

<sup>2</sup>The Victoria Hall is not intended:

- for theatrical or operatic performances.

<sup>3</sup>The Victoria Hall is unsuitable:

- for ballet or other performances of a choreographic nature.

<sup>4</sup>Proposed performances are subject to the approval of the Cultural Councillor for Music of the DC's Art and Culture Division.

<sup>5</sup>Doubtful cases are decided by the DC's Executive Councillor.

<sup>6</sup>Events promoting sectarian practice or policies of a political, religious or military nature, are prohibited.

<sup>7</sup>The Victoria Hall may accept ceremonies associated with cultural or institutional events.

### **Art. 3 Application to hire**

<sup>1</sup>Hire is subject to the specific procedure attached to the present Terms and Conditions of which it is considered to form an integral part. Priority of use is given to concerts. To this end, the ATS may cancel rehearsals unrelated to a concert to be held in the Victoria Hall.

<sup>2</sup>Any application to make a confirmed booking of the Hall or for services of the City of Geneva, for a specific date, shall be addressed in writing to the ATS, five months in advance, accompanied by a true, detailed and finalised description of the full programme of the proposed event.

<sup>3</sup>It is possible to make a tentative booking for a specified date, subject to the following conditions:

- that the applicant provide sufficient information to permit evaluation of the acceptability of the tentative booking;
- that, in the absence of a confirmed booking five months or more before the proposed event, the tentative booking shall be considered cancelled;
- that, in the event of an application by another organiser to make a confirmed booking for a specified date or dates, holders of tentative bookings for the same date or dates shall be accorded 72 hours in which to convert their tentative booking into a confirmed booking;
- that the applicant may apply for a maximum of three tentative bookings for the same event.

### **Art. 4 Hire Rates**

<sup>1</sup>Hire rates are proposed by the DC's Executive Councillor and approved by the City of Geneva Executive Council. They are annexed to the present Terms and Conditions of which they are considered to form an integral part.

<sup>2</sup>Hire rates may be adjusted annually and generally come into effect on 1 September.

<sup>3</sup>In certain cases, the Hirer may qualify for a reduction in hire rates, as shown in the hire rate schedule.

<sup>4</sup>Applications for charity rates shall be addressed directly to the Executive Councillor responsible for Cultural Affairs, together with the Hiring Application, a copy of which shall be addressed to the ATS.

<sup>5</sup>Charity rates are granted subject to the approval of the Executive Councillor who shall require that the proposed event be demonstrably (for a charitable purpose and that it be held no more than once in the same year).

<sup>6</sup>“Voluntary Association” rates are granted for one event per annum to members of the Union Genevoise des Musiques et Chorales and to the Cartel des Chorales Classiques (see Motion 250 approved by the Legislative Council, 13 November 1997).

<sup>7</sup>Events organised by the City of Geneva and one event per annum organised by the Harmonie Nautique are free of charge, subject to the approval of the Executive Councillor.

<sup>8</sup>The basic hire charge includes one half-day rehearsal on the day of the event. By special request and subject to availability, such rehearsal may be held at an earlier date.

<sup>9</sup>Rehearsals for performances not to take place in the Victoria Hall shall attract a surcharge on the hire rate of 25%. Hire rates for rehearsals and concerts on public holidays attract a surcharge of 50%.

<sup>10</sup>Additional services may be requested by the Hirer. Such requests shall be made in writing, at least four months before the date of the event, using Victoria Hall’s Technical Specification Form, which must be returned together with the hire contract.

<sup>11</sup>When the assembling or dismantling of technical installations requires additional use of the auditorium, such use shall be invoiced according to current hire rates.

<sup>12</sup>Photography, filming or video sessions not taking place during actual performances shall be invoiced according to current hire rates.

### **Art. 5 Multiple same-day performances**

For performances taking place more than once on the same day, the total invoice is subject to a discount of 30%.

### **Art. 6 Payment of hire price**

<sup>1</sup>The invoice for hiring the Hall and any additional services shall be made out by the ATS and addressed to the Hirer within 30 days.

<sup>2</sup>Such invoice shall be payable within 30 days of the date of issue.

<sup>3</sup>The ATS may require advance payment of a deposit covering the amount of the hire. The ATS shall have the right to subject any tentative or confirmed booking to the payment of such deposit.

**Art. 7 Seating restrictions**

<sup>1</sup>The total seating capacity of the auditorium is 1642.

<sup>2</sup>The 35 seats shown in the list hereunder are reserved for office-bearers. They are struck out on the auditorium seating-plan and are not available to Hirers.

Geneva City Legislative Council: 8 seats

Box N° 1: seats 1-3-5-7-9-11-13-15

Geneva City Executive Council: 8 seats

Box N° 2: seats 2-4-6-8-10-12-14-16

Office-holders in the DC Art and Culture Division: 3 seats

Box N° 10: seats 80-84-86

Executive Councillor for Cultural Affairs: 4 seats

Box N° 10: seats 72-74-76-78

House Doctor: 2 seats

Box N° 10: seats 82-88

Director General of Administration: 2 seats

Stall seats 405-407

Canton of Geneva State Council: 8 seats

Box N° 21: seats 41-43-45-47-49-51-53-55.

<sup>3</sup>In the case of charity performances the Hirer may request the Executive Council to set aside certain seating restrictions. The seat of the House Doctor shall, however, remain reserved for all events.

<sup>4</sup>Allocation of seating restrictions is subject to a specific regulation.

<sup>5</sup>The Hirer shall be responsible for inviting members of the press, at his or her discretion.

<sup>6</sup>The installation of lighting or sound equipment may necessitate the removal of some available seating. In such case, ATS staff shall be responsible for any safety precautions that such installation may require. According to the Technical Specification Form, the number of seats to be withdrawn from ticket sales shall be decided by the ATS and communicated to the Box-Office Manager and/or the Hirer.

**Art. 8 Seating for disabled persons**

<sup>1</sup>Eight spaces, seats 701 to 715, shall be reserved exclusively for wheelchairs.

<sup>2</sup>For safety reasons, users shall remain in their wheelchairs.

<sup>3</sup>Persons accompanying the disabled shall be holders of valid entrance tickets.

### **Art. 9 Ticketing**

<sup>1</sup>The Hirer shall be free to set the prices of the seats and may employ whatever ticketing systems of his choice.

<sup>2</sup>A charged computerized ticket payment system is available to anyone hiring the Hall. If the Hirer wishes to use it, this must be indicated in writing at the time of making a confirmed booking of the Hall.

### **Art. 10 Booking cancellation**

<sup>1</sup>Hirers wishing to cancel a confirmed booking shall do so in writing, thereby rendering themselves liable to a cancellation fee, payable to the City of Geneva within thirty days, as shown hereunder:

- for cancellations received by the ATS 90 to 60 days before the intended date for the event, 15% of the current basic hire fee;
- 59 to 30 days, 25%;
- 29 to 15 days, 50%;
- 14 to 7 days, 75%;
- less than 7 days, the total amount of the invoice becomes payable.

<sup>2</sup>If Hirers can prove that a cancellation is due to a cause or causes beyond their control (natural disasters, war, accident, death), there shall be due only those expenses actually incurred by the City, excluding any hire fee or compensation.

<sup>3</sup>No cancellation fee shall be payable if a Hirer makes a renewed confirmed booking of the Victoria Hall, for the same performer or performers and for a date no more than 6 months after that of the cancelled event.

## **Section 2 Utilisation of the Victoria Hall**

### **Art. 11 Opening times**

<sup>1</sup>The lobby box office shall be open to the public at the earliest 60 minutes before the time set for the beginning of the event.

<sup>2</sup>The auditorium doors shall be opened to the public, by the ATS, at the earliest 30 minutes before the beginning of the event.

**Art. 12 Closing times**

<sup>1</sup>All events shall close by midnight at the latest unless prior permission has been obtained from the ATS. Furthermore, the Hirer shall comply with the law concerning public entertainments by requesting any special authorisations that may be required.

<sup>2</sup>If the event lasts later than 11.30pm on stage, or 12pm in the foyer, the Hirer shall become liable for an additional hourly payment as shown in the hire rates.

<sup>3</sup>Payment for equipment not removed on the last night of the concert shall be charged to the Hirer, at the same rate as that for reservation of the auditorium.

**Art. 13 Public access to auditorium**

<sup>1</sup>Stewards shall admit to the auditorium only those persons, including children, holding valid tickets for the event.

<sup>2</sup>At the beginning of the event, the doors of the auditorium shall be closed and stewards shall refuse all entry until a suitable break in the performance.

**Art. 14 Access to building**

<sup>1</sup>Access to the building, other than for events or rehearsals included in the contract of hire, is prohibited, unless by special permission of the ATS.

<sup>2</sup>No animals shall be admitted in the building, with the exception of guide dogs for the blind persons.

**Art. 15 Hirer presence**

<sup>1</sup>The Hirer or his/her representative shall be present at the Victoria Hall at all times, from whenever it becomes available to the Hirer until the departure of the audience and performers.

<sup>2</sup>The Hirer shall be responsible for the supervision of audience arrival up to 15 minutes after the start of the performance.

<sup>3</sup>The Hirer shall ensure that performers and outside technicians scrupulously observe all safety regulations.

**Art. 16 Box Office sales**

<sup>1</sup>The Hirer may employ his or her own ticketing system.

<sup>2</sup>The Hirer may make ticket sales using the City's box office staff. This service will be charged at current rates.

<sup>3</sup>A preliminary verification of numbered tickets remaining unsold shall be carried out by the City cashiers, in the presence of the Hirer or his/her representative. The results of this verification shall be recorded forthwith in an appropriate ticket-sales statement.

<sup>4</sup>On the evening of the performance, the City official shall give back to the Hirer the following:

- any remaining unsold tickets together with a completed seating plan;
- the ticket-sales statement, which is again verified jointly by the City cashiers and the Hirer or his/her representative;
- gross takings corresponding to tickets sold by Victoria Hall box office, against a signed receipt.
- Revenue resulting from credit-card sales shall be paid only subsequently into the Organiser's account but he/she shall receive a photocopy of such transactions, enabling the immediate finalisation of accounts.

<sup>5</sup>The Hirer may use the ticketing system and cashiers of the City of Geneva, in which case the usual network procedures shall be used and no cash payments will be made.

### **Art. 17 Cloakrooms**

<sup>1</sup>The Hall's supervised, fee-paying cloakrooms are staffed by the ATS on behalf of the City of Geneva.

<sup>2</sup>All umbrellas, backpacks, crash helmets, musical instruments and other bulky objects shall be deposited in the cloakroom.

<sup>3</sup>Within the auditorium, no articles of clothing or other objects shall be deposited on the front verges of boxes or circle galleries.

<sup>4</sup>Should the Hirer wish to provide members of the public with free cloakroom facilities, the charge for this service will be added to his or her final invoice.

### **Art. 18 Autograph sessions**

Autograph-signing sessions by performers shall take place only with the express consent of the ATS.

**Art. 19 Visual recording by press or public**

Any visual recording within the premises by the press or members of the public is prohibited unless prior permission in writing has been obtained from both the ATS and the Hirer.

**Art. 20 Sound recording by press or public**

Any sound recording within the premises by the press or members of the public is prohibited unless prior permission in writing has been obtained from both the ATS and the Hirer.

**Art. 21 Visual or sound recording by Hirer**

During the period of hire, the Hirer may perform sound or visual recordings provided that resulting presentations include the words "Victoria Hall – City of Geneva".

**Art. 22 Mobile telephones**

All mobile telephones within the precincts of the auditorium shall be switched off.

**Art. 23 Foyer**

<sup>1</sup>A bar is located in the Foyer, managed exclusively by a Bar Manager appointed by the City of Geneva.

<sup>2</sup>The bar is open to the public:

- before the event, from the opening of doors to the public;
- during the interval.

<sup>3</sup>Should no interval be considered necessary, this shall be clearly notified by the Hirer to the ATS, at least 72 hours before the event begins. Failure to comply with this provision shall render the Hirer liable to a compensatory fee of CHF 500.–, payable to the Bar Manager.

<sup>4</sup>Any receptions held before or after an event shall be organised by the Hirer according to the specific procedures attached to the present Terms and Conditions and of which they are considered to form an integral part. Such receptions will be charged for at current rates. The maximum time allowed for such receptions is one hour and 30 minutes before the beginning or after the ending of a concert. In no case shall a reception go on after midnight. In the event of a reception running over time, Clause 12. 2 shall apply.

<sup>5</sup>The City of Geneva may organise exhibitions, vernissages, and receptions therein.

#### **Art. 24 Food and drinks**

<sup>1</sup>It is forbidden for members of the public to bring food or drinks on to the premises.

<sup>2</sup>The ATS shall provide one or more back-stage drink-vending machines.

#### **Art. 25 Children**

Except with the express permission in writing of the Hirer, children under 12 years of age shall be escorted by a responsible adult and be holders of valid entrance tickets.

#### **Art. 26 Neighbourhood noise**

All necessary measures shall be taken to limit night-time noise outside the Hall, especially during loading or unloading of equipment.

#### **Art. 27 Insurance**

<sup>1</sup>The City shall not be liable for loss sustained by performers or outside staff as the result of damage to or theft of equipment or instruments belonging to third parties; nor is its civil liability engaged in the performance of the event.

<sup>2</sup>The Hirer shall be responsible for obtaining any necessary insurance, especially that covering the Hirer's private liability during the performance of the event. Hirers shall provide proof that they have done so at the signing of the Hire Contract.

<sup>3</sup>The Hirer's private liability insurance shall include cover for damage caused to the premises hired.

<sup>4</sup>Frequent Hirers need present a Certificate of Insurance only once a year, provided that the insurance cover is valid for the entire year.

### **Section 3 Publicity**

#### **Art. 28 Posters**

<sup>1</sup>The Victoria Hall provides the following permanent, poster-display spaces:

- outside, 8 billboards on the frontage, situated on either side of the Main Entrance, on rue Général-Dufour;

- inside, 4 panels in the Entrance Lobby.

<sup>2</sup>Any bill-posting, other than in the above-mentioned display spaces, is prohibited.

<sup>3</sup>Bill-posting on the indoor panels shall be performed exclusively by the ATS and is reserved for events taking place in the Victoria Hall or for those organised by the Art and Culture Division of the DC.

<sup>4</sup>One month before the event, the Hirer shall deliver to Victoria Hall Reception Desk:

- 3 copies of the event poster in standard large format (90 cm wide by 130 cm high).
- The ATS undertakes to display such posters in accordance with the programme for coming events.
- Subject to display-space availability, posters received before the one-month deadline may be displayed or removed depending on the programme of coming events. Poster-display time may vary from one month to one week, depending upon the coming-events programme.
- Calendar posters listing a season's events are subject to display-space availability, and may be replaced at any time.
- Display of posters received late cannot be guaranteed.

<sup>5</sup>All other forms of publicity shall require the prior written consent of the ATS.

## **Art. 29 Programme sales**

<sup>1</sup>The Hirer shall be free to organise in the Entrance Lobby the sale of programmes and to determine the price thereof.

<sup>2</sup>Programme sellers shall be suitably attired and courteously behaved.

<sup>3</sup>Subject to prior request, the Hirer may have programmes sold by City of Geneva staff, at current charge rates.

<sup>4</sup>The Hirer shall provide 2 free copies of the programme for ATS archives.

## **Art. 30 Other in-house sales**

<sup>1</sup>The sale and distribution of recordings, books, pamphlets or posters may be authorised within the Entrance Lobby, provided that the articles sold are related to the event or the performers taking part. Sale of such articles shall be subject to the prior approval of the ATS.

<sup>2</sup>Sale shall take place at prescribed selling points.

<sup>3</sup>Sale shall not take place during the performance and shall cease, at the latest, 15 minutes after it has ended.

<sup>4</sup>Any other sale or distribution is prohibited.

<sup>5</sup>Those selling CDs or other articles relating to the event shall be valid entrance-ticket holders.

<sup>6</sup>The ATS declines any responsibility related to such sales.

### **Art. 31 Free handouts**

<sup>1</sup>Free distribution of samples within the premises is prohibited.

<sup>2</sup>All distribution of stickers, leaflets or other publicity materials within the premises is prohibited.

<sup>3</sup>In the case of private evenings, such distribution may take place, with the prior consent of the ATS.

### **Art. 32 Event cancellation**

The Hirer shall make an explanatory statement to the public when an event already announced is cancelled.

## **Section 4 Technicalities**

### **Art. 33 Availability of Hall**

<sup>1</sup>Generally, the rehearsal included in the hire contract is held at, or after, 2pm on the afternoon preceding the event.

<sup>2</sup>For performances requiring technical installations, a Victoria Hall stage manager must be present at rehearsals or run-throughs.

<sup>3</sup>In the case of major technical installations, the Hirer shall, at the time of making a confirmed booking, provide for one or more additional services, at his or her expense. In the event of the unsuitability of the auditorium for such technical installations, the ATS may refuse the booking.

### **Art. 34 Transportation and handling**

The ATS is not responsible for the transportation, loading, unloading, or setting up of material coming from outside the Victoria Hall. It is for the Hirer to organise the handling of such material, at his or her expense and on his or her responsibility.

**Art. 35 Technical equipment**

<sup>1</sup>The Hirer may use his or her own staff and technical equipment, under the supervision of the Victoria Hall stage managers.

<sup>2</sup>Subject to having made a prior request to the ATS and subject to availability, additional technical staff and technical material may be supplied, at current charge rates.

<sup>3</sup>The Hirer shall comply with current legislation concerning sound volume.

<sup>4</sup>If technical installations involve the removal of seats, such seats shall be withdrawn from sale before the start of ticket selling.

**Art. 36 Provision of musical instruments**

<sup>1</sup>The ATS may make certain musical instruments (see Technical Specification Form) available to the Hirer, at current charge rates.

<sup>2</sup>Such instruments shall not be in any way dismantled, modified or damaged.

<sup>3</sup>One tuning is included in piano hire. Any additional tuning is invoiced at current charge rates.

<sup>4</sup>A concert piano may be made available by the Foundation of the Orchestre de la Suisse Romande (FOSR). Hire price and conditions are set by the FOSR, to whom all hire applications should be addressed directly.

<sup>5</sup>The Hirer may bring in an outside piano, the removal of which shall take place the same evening.

**Section 5 Safety****Art. 37 General**

The Hirer shall comply with all legal requirements under the law on accident prevention and fire-fighting (F4 05.01) together with the fire protection requirements of the Association of Cantonal Fire Insurance Companies (AEAI).

**Art. 38 Access to building**

<sup>1</sup>Access to the building is supervised at all times and only authorised persons may enter (valid card or badge bearers).

<sup>2</sup>The ATS makes entry permits available to the Hirer as required, and maintains a permanent registry of those issued.

<sup>3</sup>The Hirer shall provide the ATS with a list of all holders of such permits.

### **Art. 39 In-house access**

It is strictly forbidden in any way to block or occupy walkways, accesses, corridors or stairs intended for the passage or evacuation of the public (Article 50, AEAI standards – Association of Cantonal Fire Insurance Companies).

### **Art. 40 Safety signs**

It is strictly forbidden to interrupt public view of emergency signs displayed in the building, especially “SORTIE” lights above doors situated within the auditorium and directional “SORTIE” signs displayed throughout the building (Article 51, AEAI standards).

### **Art. 41 Non-compliance with safety requirements**

<sup>1</sup>In the case of failure to comply with safety requirements, the planned use of the Hall may be prohibited by the ATS.

<sup>2</sup>The Civil Protection Service of the Department of Construction and Information Technologies reserves its rights of inspection and hiring prohibition (F4.05.03).

<sup>3</sup>Should a prohibition be ordered because of a breach of safety requirements, the Hirer shall:

- remain liable to the City of Geneva for the contractually agreed hire price (including any additional services);
- remain solely responsible for all consequences resulting from the hiring prohibition;
- remain solely responsible for any resulting damage affecting the auditorium of the Victoria Hall, its annexes or installations;
- pay directly to the relevant Cantonal Authority the amount of any fines that may be imposed, or alternatively reimburse the City of Geneva therefor.
- Furthermore the City reserves the right to require from the Hirer the payment of compensatory damages in respect of any loss, injury, or harm resulting from one or more breaches of the safety requirements.

**Art. 42 Serious danger**

<sup>1</sup>In the event of any serious danger or threat to the public or to the building, the ATS may take any measures that may be required, including the immediate evacuation of the Hall.

<sup>2</sup>The City of Geneva shall not be held responsible for any financial or legal consequences that may result from the emergency evacuation of the Hall for safety reasons.

**Art. 43 Public order**

<sup>1</sup>The maintenance of public order within the Victoria Hall is the responsibility of the ATS.

<sup>2</sup>Should the ATS consider it necessary, the security staff may be reinforced, at the Hirer's expense.

**Art. 44 Threatening behaviour**

The ATS shall be authorised to take any measures that may be required to ensure public safety within the Hall. In particular, it may refuse entry to the building to any unauthorised person or persons presenting a danger to the public or to the performers. It may also refuse entry to any person whose behaviour may present a threat to life or property.

**Art. 45 Damage**

<sup>1</sup>It shall be strictly forbidden to cause damage within the building, especially by driving in nails or screws or employing other damaging means of fixture.

<sup>2</sup>The extent of the Hirer's and/or the City's responsibility shall be determined by a formal Damage Report that shall be drawn up following any damage caused to the building or any damage or injury caused to members of ATS staff.

<sup>3</sup>The Hirer shall be solely responsible for the consequences of damage caused to the Hall, and the City of Geneva reserves the right to take legal action to secure the payment of compensatory damages or to engage in any other litigation that it may deem fit.

**Art. 46 Smoking ban**

Smoking is strictly prohibited throughout the building.

## Section 6      **Legal competence and Validity**

### **Art. 47    Legal competence**

For matters not dealt with in these Terms and Conditions, the legally competent authority is the DC and such matters shall be decided by the DC's designated representative.

### **Art. 48    Validity**

These present Terms and Conditions cancel and replace all previous Terms and Conditions, and shall come into force of 1st September 2007.

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