

# ASPEE AUDITORIUM

(Rules Governing the use of Auditorium)

## CONTROL AND MANAGEMENT

1. The Management and control of the Aspee Auditorium shall be vested with the Board of Trustees.

## BOARD OF TRUSTEE' POWER TO MAKE RULES

2. The Board of Trustees may from time to time prescribe Rules and Regulations governing the General Management, Administration and Maintenance in proper condition of the building wherein the Auditorium is housed including the appointment and duties of employees connected with the building. These Rules & Regulations are subject to alterations and modifications from time to time without notice at the discretion of the Board of Trustees. The Applicant is governed by the Rules and Regulations as are in force on the date of booking of the Auditorium as well as the date of performance.

## USE OF THE AUDITORIUM

3. The use of the Auditorium will be permitted at the discretion of the Board of Trustees for Lectures, Discourses, Meetings, Conferences, Sessions, Workshops as well as Social, Educational, Cultural and Recreational activities on such days and at such times when it is not required by the Trust for its own use and on such terms and conditions as may be prescribed by the Board of Trustees from time to time.

## SCHEDULE OF TIMINGS

4. The Schedule of charges prescribed in sub-rules (a) and Timings (b) below for the use of the Auditorium shall remain in force till such time as they are revised by the board of Trustee.
  - (a) (i) Team "Morning Session" or "Afternoon Session" or "Evening Session" shall mean a period not exceeding three hours, Normally Morning Session means from 10.00 a.m. to 1.00 p.m. Afternoon Session means from 3.00 p.m. to 6.00 p.m. & Evening Session means from 8.30 p.m. to 11.30 p.m.
  - (ii) Company programmes, Meetings, Conferences, Conventions, Seminars Lectures, Symposiums AND Programmes Sponsored by Supported by In Association with in Collaboration with programmes shall mean period not exceeding 6 hours Normally it is available between 10.00 a.m. and 5.00 p.m. & evening session means between 6.00 p.m. and 10.00 p.m.
  - (iii) Every additional period of an hour or part thereof extra charges will be applicable plus prevailing Service Tax for conferences, company meetings and other cultural programmes.
  - (iv) Please note that delayed performance will disqualify the applicant for allotment in future.
  - (v) Occupancy of Auditorium if required before Scheduled time then per hour extra charges will be applicable plus prevailing Service Tax.
- (b) Managing or Auditorium committee decision in respect of categorisation and charges shall be final and binding.

This includes the use of Auditorium in house Chairs Curtains air conditioning, sound equipments and electricity existing spot and solar lights and staff thereof Any additional equipments Chairs, Tables and lights etc. if required will have to be obtained only from Aspee Auditorium on payment of hire and electrical charges.
- (c) For transfer of dates an additional charge of Rs. 5,000/- will be levied Transfer of date will be permitted only

once in 45 days advance intimation in writing from the date of performance/programme subject to availability of dates.

- (d) The use of the Auditorium for rehearsals shootings will be available at additional charges + Tax.
- (e) The applicant (if required) have to get the programme audio recorded through Aspee Auditorium only on payment as decided.
- (f) Additional Power / Electricity other than the available lights will be charged Extra + Tax per session.
- (g) Cordless microphones and collar microphones if required will be charged Extra + Tax per session.
- (h) Charges for the Traffic Bandobust, and for ushers should be paid before the commencement of the show by the Clients.
- (I) Water Supply & Water Storage in premises is adequate to meet the requirement on day to day basis. In case of unavoidable circumstanes or supply from muncipalty disrupts the authorities are not responsible for the same.
- (j) During the show Electricity/A.C. failure happens the management is not responsible.

### SPECIAL INSTRUCTIONS

1. Performance of Qawalies and Fashion Shows / Beauty Contest are strictly prohibited at Auditorium.
2. Auditorium is not available for any Adult Contact/Adult commets shows attached with A certificate issued by censor board of India.
3. Before show please submit all Legal Police Permission & Censor Board Certificate to "Aspee Auditorium" office.
4. Acoustics of the Hall and planning of the microphones are so adjusted that performing platform has to be at certain location on the stage. This location is earmarked by the management of the hall and this location is restricted for the ideal acoustical performance in the hall.
5. The parties Booking the Auditorium should ensure that the Mobile phones are switch off mode during the performance of the show.

### APPLICATION

5. Confirmation of booking of the Auditorium is subject to the realisation of the cheque and approval by the Trustee authorised by the Board of Trustees.

### ADVANCE BOOKING

6. The Aspee Auditorium can be booked six months in advance of the date of programme / performance.

### 7. QUARTERLY ALLOTMENTS

- (c) The Booking of weekends (Saturdays & Sundays) and Bank Holidays can be made through Quarterly Allotment procedure. The dates of allotment procedure are non-transferrable.

The last date for application for quarterly allotment schedule are as under :

April to June	:	10th February
July to September	:	10th May
October to December	:	10th August
January to March	:	10th November

#### PAYMENT

8. (a) Each application for the use of the Auditorium should be accompanied by Demand Draft / Cheque of Rs. 25,000/- , 35,000/- , 50,000/- as Security Deposit, respectively.
- (b) On approval of the application full Payment towards usage/hire charges will have to be paid within 3 working days. Failing which the security deposit will be forfeited and the reservation withl automatically stand cancelled and allotment will be done to new party.
- (c) In the event of non acceptance of the application, the said Security deposit of Rs. 25,000/- , 35,000/- , 50,000/- shall be refunded to the applicant.

#### RULES PERTAINING TO CANCELLATION OR CHANGE OF DATE

##### CANCELLATION

1. If the cancellation letter is received more than Thirty days prior to the scheduled date, 50% of the usage rent / hire charges/Deposit amount will be forfeited and the Prevailing Service Tax paid or any other % shall not be refunded.
2. If the cancellation letter is received less than Thirty days before the scheduled date the entire amount of rent /Deposit amount will be forfeited.

##### CHANGE OF DATE (POSTPONEMENT OR PREPONEMENT)

1. If the request for change of date is received in writing more than Thirty days prior to the scheduled date the organiser will have to pay an additional amount equivalent to 25% of the total compensation payable.
2. If the request for change of date is received in writing between 20 days and 30 days prior to the scheduled date of programme the organiser will have to pay an additional amount equivalent to 50% of the total compensation payable.
3. If the request for change of date is received in writing between 10 days and 20 days of the scheduled date of programme the organiser will have to pay an additional amount equivalent to 90% of the total compensation payable.
4. If the request for change of date is received in writing less than 10 days of the programme, the entire deposit amount paid will be forfeited.
5. The postponed programme should be held within six months of the scheduled date of the original programme, Failure to do so will result in forfeiture of balance deposit amount carried forward from the scheduled programme.

If you have any suggestions on our auditorium e-mail us on : [aspeeauditorium@gmail.com](mailto:aspeeauditorium@gmail.com)



### POWERS TO ACCEPT OR REJECT APPLICATION

9. The Board of Trustees or Trustees authorised by the Board of Trustees after scrutinising the application may accept or reject the application for the use of the Auditorium without assigning any reason whatsoever.

### SECURITY DEPOSITS

10. (a) The Security deposit which shall be refunded subject to deduction if any under Sub-Rule (b) below after fifteen days subject to request letter for refund. The deposit amount not collected within three years shall be forfeited without any notice.
- (b) From the amount deposited under Rule 10 (a) above such sums shall be deducted as are needed to cover the cost of damage if any done to the assets, properties including building, furniture, fixtures, fittings, painting, electrical and other apparatus etc during the use of the same by the applicant and the balance if any shall be refunded to the applicant. The decision of the Manager Auditorium of Aspee in these matters shall be final and binding on the applicant concerned.

### PERMISSION NON-TRANSFERABLE

11. The applicant shall not request for transfer of his / her / their permit from the date already accepted to another date Also he / she / they shall not request for transfer of his / her / their permit or sub-let or re-let the whole or any portion of the auditorium to any other person or institution.

### THE BOARD OF TRUSTEES NOT RESPONSIBLE IF THE AUDITORIUM IS NOT ALLOWED FOR USE

12. (a) The Board of Trustees have the authority at any time to withdraw the permission already granted to any applicant for the use of the Auditorium without assigning any reason if it becomes not possible to allow the use of the Auditorium due to any labour problems or failure of power, machinery or equipment or for any other reason beyond the control of the Board of Trustees, In the event of the permission being withdrawn the Board of Trustees shall not in any way be liable for any loss inconvenience or damages sustained by the party booking the Auditorium provided, however that the amount standing to the credit of such applicant shall be refunded to the said applicant without any deductions.
- (b) The use of the Auditorium shall be available in order of reservation made in advance but for any reason, if it is not possible to allow the use thereof Aspee shall not be responsible in any respect, and in this case the amount standing to the credit of the Auditorium the party shall be refunded but the applicant shall not be entitled to any damage or compensation on that account.

### INFRINGING COPY RIGHTS

13. (a) No programme shall be allowed in the Auditorium which would constitute an infringement of copyright, wherever it is applicable of any individual or institution Should any such programme take place before the knowledge of infringement comes to light the applicant infringing the copyright shall be responsible for all the consequences legal or otherwise. The Board of Trustees shall in no way be held responsible for the same.
- (b) The applicant shall give an undertaking in writing that the performance does not infringe the copyright law.

### VALIDITY OF RESERVATION

14. (a) All reservations as also all receipts for all payment of charges and dues etc shall be valid only when signed by the Manager of the Auditorium or such other person as may be authorised by Board of Trustees from time to time.
- (b) The Booking Party will have to issue cheques/Pay Order/DD on receipt of allotment letter issued within 15 days, if the payment not received within stipulated time the said booking will be allotted to other party.

### POSSESSION OF THE AUDITORIUM

15. Possession of the Auditorium will be given to the applicant/s only one hour prior to the commencement of the session and the auditorium shall be vacated within half an hour from the end of the Session. AUDITORIUM DOORS SHALL be open to audience half hour before the announced schedule timings of the Programme. STAGE SET UP, SOUND BALANCING, LIGHT SETTINGS, OTHER TECHNICAL requirements of the Applicant/s SHALL BE COMPLETED well before the opening of the Auditorium Doors.

### USE LIMITED TO SPECIFIED AREAS ONLY

16. The permission to use the Auditorium is strictly limited to the stage the auditorium green rooms and the cloak rooms and does not include access or right of use for any other part of floors of the building including foyer.

### ASPEE AUDITORIUM NOT RESPONSIBLE FOR FAILURE OF SERVICES

17. The Auditorium is equipped with a stage sound and light equipment Air conditioning etc. for efficient services. While every effort shall be made to maintain the service in order Aspee Auditorium shall not be responsible for any failure of breakdown or curtailment thereof the trustees and vaikunth charitable trust shall not be responsible for the same.

### ORDERLY CONDUCT OF PROGRAMME BINDING ON APPLICANT

18. All programmes, and proceeding of the meeting or gatherings conducted by the applicant shall be orderly and entirely lawful and strictly within the scope of the objects for which the use of the Auditorium is permitted. The applicant shall undertake full responsibility and ensure Auditorium no damages takes place to the property, furniture, fixtures and fittings of the Auditorium. The applicant shall make adequate arrangements of security personnel to ensure avoidance of such incidents.

### NO OVERCROWDING

19. The applicant will not allow overcrowding in the Auditorium which has an accommodation of 574 seats. Every individual shall be given a seat number as per the seating chart to be obtained from the Manager of "ASPEE AUDITORIUM"

### SMOKING AND OTHER NUISANCE FORBIDDEN

20. Spitting, smoking Consumption of Alcohol tobacco committing nuisance of any kind or otherwise making any portion of the Auditorium or furniture walls etc dirty in any way is strictly prohibited and the applicant shall be responsible for the observance of these rules.

### CATERING

21. (a) Catering by any outside caterer shall not be permitted in the premises.  
(b) No eatables or drinks Non-Veg of any kind shall be permitted inside the Auditorium.  
(c) No distribution of eatables drinks or ice-creams is permitted to the audience inside the Auditorium. However, request for distribution of eatables at the end of the programme at the gates only may be considered and permitted at the discretion of the Board of Trustees. Application for such permission will have to be made to the Manager one week before the date of programme explaining the special reasons for such a request.

### SIGNBOARD FOR DISPLAY

22. Applicants can display their programme banner before 7 days of programme at 'ASPEE AUDITORIUM' Main Entrance wall parapet till date of the show.



### AUTHORITY TO ENTER AUDITORIUM

23. A Trustee / Trustees and any person duly authorised by the Board of Trustees shall have full authority to enter any part of the stage of the "ASPEE AUDITORIUM" during the period that the Auditorium has been permitted to be used by the applicant.

### RESPONSIBILITY OF APPLICANT FOR ALL LEGAL OBLIGATIONS

24. The applicant shall be solely responsible for :
- (a) (i) Proper use of the Auditorium, furniture, fixture and fittings and other properties of Aspee Auditorium.
  - (ii) Any damages that may be caused to the Auditorium, furniture, fixtures and fittings or properties of Aspee Auditorium.
  - (iii) Observance of police and Municipal Rules and Regulations in force for the time being including non-use of the Auditorium beyond the stipulated period fixed by the Government and Municipal authorities and obtaining Ticket Selling and Entertainment licences from the Police Commissioner and/or other concerned authorities.
  - (iv) Payment of all taxes including Municipal Theatre Tax or any State and / or Central Government Tax / Service Tax leviable on the performance.
- (b) Xerox copies of the following documents as may be relevant will have to be furnished one week before the performance/programme, to the Manager of Aspee Auditorium.
- (i) Form H : Ticket selling licence obtained from Theatre Department, Commissioner of Police, Crawford Market, Mumbai.
  - (ii) Form E : Performance licence obtained from Assistant Commissioner of Police, Malad Division, Malad Police Station.
  - (iii) Form A : Receipt of the theatre tax paid in advance to the Mumbai Municipal Corporation, Theatre Division.
  - (iv) Certificate from Rangbhoomi Prayog Parinirikshan Mandal (Censor Certificate), Barrack No. 18, Behind Sachivalaya Gymkhana, Backbay Reclamation, Mumbai - 21.
  - (v) Certificate from Home Department, Mantralaya, Mumbai, wherever applicable.
  - (vi) IPRS licence obtained from the Indian Performing Right Society Ltd., 208 Golden Chamber, 2nd Flr., New Andheri Link Road, Andheri (W), Mumbai - 400 053. Wherever applicable.
  - (vii) Payment of additional tax paid to M. M. C. in case of performance by Foreign Troupes.
  - (viii) Clearance Certificate obtained from the Security Board of the Government of Maharashtra.
  - (ix) Payment of Entertainment Tax to the Collector of Mumbai, wherever applicable.

### SERVICES OF USHERS

25. The services of the Ushers shall be provided at the Auditorium by Aspee and the party booking the Auditorium will pay the necessary amount as applicable to users directly.

### RESERVATION OF SEATS

26. Twelve seats in 'B' Row Bearing Seats 6 to 11 and 12 to 17 are reserved for "Aspee Auditorium" Authorities.

## **REQUISITIONING OF FACILITIES**

27. The existing facilities of stage lights spot lights and sound system should be indented at the time of booking of the Auditorium itself.

## **FIRE PRECAUTIONS**

28. Fire works or any articles involving fire hazards are strictly forbidden in the premises of "ASPEE AUDITORIUM" or on the Stage, No inflammable material shall be brought in or kept in the premises by the party using the Auditorium Use of naked lights such as candles, panthi will not be permitted within the entire premises.

## **INSURANCE COVER**

29. The party shall make its own arrangements for the insurance cover of all types of risks for his/her/their own and third parties property and life. The Board of Trustees do not accept any responsibility or liability for any loss or damage to the property or the life or any liability towards the party or third parties.

## **GATE PASS**

30. No material will be allowed to be taken out of the Auditorium hall without the valid gate pass obtained from the officer authorised by the Manager Auditorium of Aspee. The applicant should ensure that all dues to Aspee have been paid and a clearance certificate obtained from the authorised officer before any material is allowed to be taken out.

## **INFRINGEMENT OF REGULATIONS**

31. In the event of any infringement of these regulations the officer authorised by the Board of Trustees is entitled to stop the programme of the party immediately without assigning any reasons and in such a case the Board of Trustees shall not be in any way responsible for any loss or damage which may be caused to the party.

## **TICKETS**

32. You are required to submit Two (2) samples of Tickets / invitations / Donor Cards 15 days before the performance / Programme. The Tickets / Invitations / Donor cards have to be mandatorily SEAT NUMBERED. In case of free invitation cards, each card has to be mandatorily ENDORSED by ASPEE Auditorium before distribution.

## **REFUND OF DEPOSIT**

33. a) The deposit paid by person/s and or Institutions booking the Auditorium shall be refunded after due deductions including deduction of Service Tax stipulated in clause of application only on production of the original receipt duly signed by the competent person within three months from the date of the programme to which the said receipt relates.  
b) If no claim is made within the above period, the said deposit shall automatically lapse.

## **INTERPRETATION**

34. The decision of the Board of Trustees as regards interpretation / relaxation of the rules and regulations shall be final and binding on the applicant.

## **PARKING**

35. Parking will not be permitted within Auditorium premises. parking strictly subject to availability at Aspee Nutan School ground as per applicable rates per session parking cars on road will be clients own risk & responsibility.

## **SPECIAL STAGE FURNITURE**

36. Can be arranged at site subject to prior intimation before 7 days of programme charges apply.