



STRATFORD ARTSHOUSE

Terms and Conditions of Hire

General enquiries

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- 1.1 "The Trust" means Stratford ArtsHouseTrust.
- 1.2 "The Manager" means the General Manager or any person acting on his/her behalf.
- 1.3 "The Hall" means Stratford ArtsHouse as a whole or any part of the venue subject to the hire.
- 1.4 "The Event" means the purpose for which Stratford ArtsHouse has been hired.
- 1.5 "The Hirer" means the person or organisation hiring Stratford ArtsHouse.

2.0 APPLICATION TO HIRE

- 2.1 All applications for the hire of the Hall must be made on an application form obtainable from the Manager. The application must state the precise nature of the Event. Applications will not be considered from persons under 18 years.
- 2.2 The Hall reserves the right to refuse any application without giving reason.
- 2.3 The Hirer means the person or persons by whom the Application is signed or the Company or Organisations on whose behalf the Application is signed by authorised agent.
- 2.4 The Hall will not be deemed to have been hired until the Hirer receives written confirmation from the Hall.

3.0 CHARGES

3.1 The hire charges for the Hall are laid out in the Scale of Charges that are available on application.

4.0 BOOKINGS AND PAYMENT

4.1 Provisional bookings may be accepted at the discretion of the Hall but shall not be binding upon the Hall.

4.2 A deposit of one third of the full fee due is required to secure the Event. Only the official receipt of the Trust will be recognised.

4.3 Payment should be made by BACS or by a crossed cheque and made payable to Stratford ArtsHouse to the address above.

4.4 Tickets will only be made available for sale once we have received a completed booking form and the deposit payment.

4.5 On completion of a hire Stratford ArtsHouse will deduct all its charges from the event's ticket sales if applicable. A statement will then be sent and any balance remaining will be forwarded to the hirer. Any enquiries regarding the statement must be made within seven days of the statement date.

4.6 If an event is cancelled at Stratford ArtsHouse or another venue a charge will be made to cover the cost of refunds and administration.

4.7 Stratford ArtsHouse retains the right to inform customers of any artist or programme change made following ticket purchase. The management will further have the right to decide if a replacement is suitable or if a refund shall be deemed necessary.

4.8 Stratford ArtsHouse shall produce event tickets and sell them via the Box Office. Allocations of tickets for hirers to sell may be considered if the event is of a community or charity nature. Stratford ArtsHouse does not accept tickets sold by other agencies or outlets for events held at Stratford ArtsHouse. 2

5.0 CANCELLATION BY THE HIRER

5.1 The Hall may cancel the hiring in the event of the Hall themselves being desirous of using the premises on the date on which it has been let to the Hirer, in connection with an occasion of National Rejoicing or Mourning, Parliamentary, County Council or District Council Elections and any other occasion which in the opinion of the Hall is of civic or national importance, by giving to the Hirer such notice of cancellation as the Hall in all the circumstances considers reasonable.

5.2 If the hiring is cancelled by virtue of the provisions of this clause the Trust shall refund to the Hirer, without interest, any charges paid in respect of the hiring, and no further compensation whatsoever shall be payable by them to the Hirer for loss or damage whatsoever suffered, or to be suffered by him, as a result of the cancellation.

5.3 The Hirer may request in writing to the Manager to cancel the hiring on the understanding that the deposit received is not refundable. The Hirer may request in writing to the Manager to cancel the hiring provided that:

a) If 60 days notice or less is given, the Hirer shall accept liability for and shall pay 75% of the total hire fee.

b) If more than 60 days notice is given the Hirer shall accept liability for and shall pay 33% of the total hire fee.

5.4 The Hall shall be entitled to order the vacation of the Hall and to cancel the hiring summarily if:

a) The Hirer fails to observe the Conditions of Letting, or

b) At any time prior to the start of the function it appears to the Hall that the Hirer has made a material omission or mis-statement in the Application Form, or

c) At any time prior to the start of the function the programme or other details of particulars referred to in Clause 6 hereof have not been supplied, or if supplied, have not been approved by the Manager, or

d) Any sum payable under Clause 2 hereof is not paid by the Hirer by the date upon which it is due and upon such vacation the hiring shall determine.

5.5 The decision of the Hall on the above-mentioned shall be final and binding on the Hirer.

6.0 PERMITTED USE

6.1 The Hall may not be used for any purpose other than that stated on the Application Form for Hire.

6.2 Under no circumstances may the premises be sub-let by the Hirer.

7.0 LAYOUT OF HALL

7.1 The Hirer shall submit to the Manager, at least 14 days before the date of the hiring, details of the proposed programme and the required position of various furniture, staging, and technical assistance required etc.

8.0 PROGRAMME CONTENT

8.1 The Manager shall have the right to object to any song, speech, dialogue, business or costume which in his opinion is improper or indecorous, and such song, speech, dialogue, business or costume shall forthwith be changed or omitted as may be directed.

9.0 ADVERTISING OF EVENTS

9.1 The Hirer must submit to the Manager copies of all advertising material intended to be used to publicise the event which is taking place. No advertising material shall be published and distributed stating that music and dancing or consumption of liquor will be taking place other than those specified in the Licences referred to in Condition 12 hereof until the Bar Management has notified the Hirer that an extension of the permitted hours has been obtained from the Licensing Justices.

9.2 Hirers are responsible for advertising and marketing their own events. The Stratford ArtsHouse has limited resources and can only display appropriate A3/A4 posters and flyers and will include the event on Stratford ArtsHouse website by agreement.

9.3 Posters advertising events in the Hall may be exhibited on the Hall notice boards subject to the prior consent of the Manager. Hirers are advised that the display of advertising material on any unauthorised board or site can render them liable to prosecution and may result in cancellation of the hiring without notice and without recompense.

10.0 COPYRIGHT

10.1 The Hall obtained the Licence of the Performing Rights Society Limited for the performance of copyright musical works in the Hall on the understanding that the returns of all works so performed will be made by the Hirer to the Society.

10.2 The Hirer shall comply with the terms and conditions of the Performing Rights Society Limited for the performance of copyright music under their control and the Hirer shall be responsible for ensuring that the necessary returns are made as required by the Society and will indemnify the Hall against any demand or action by the Society in regard to the making of such a return of musical works performed.

10.3 Copyright work not covered by this Licence must not be performed without the consent of the owner of the Copyright. The Hirer shall be responsible for obtaining such consent and shall indemnify the Hall against all claims, demands, actions and proceedings arising out of any infringements of Copyright, or the unauthorised playing, performance or use of any record or other apparatus during the hiring.

10.4 The performance of recorded music in the Hall will not be permitted unless the Hirer has obtained, in advance of such performance, an appropriate Licence from Phonographic Performance Limited.

10.5 The Hirer will be liable for and must make arrangements for the payment of any taxes or royalties payable in respect of the function.

11.0 RADIO AND TELEVISION

11.0 The Hirer shall make his own arrangements for complying with the requirements of the Minister of Posts and Telecommunications with respect to Television, Radio or other Telegraphic or Telephonic apparatus.

12.0 LETTINGS INVOLVING LICENCES

12.1 In every letting there shall be deemed to be implied on the part of the Hirer an understanding with the Hall strictly to observe and perform all statutory provisions and regulations and all conditions and regulations imposed by the District Council or other licensing body applicable to any letting, and to indemnify and save harmless the Hall, their officers and servants from all penalties, damages and costs which may incur in consequence of any breach of default in complying with any such provisions, regulations or conditions.

12.2 The Hall is licensed for the performance of theatrical performances, music and dancing, wrestling and boxing, and the conditions of these Licences must be strictly observed.

13.0 CAPACITY

13.1 The maximum number of persons to be admitted to the Hall must be in accordance with the Fire Officer's requirements for the building. Audience capacity and placement must be agreed with the Manager prior to the event.

13.2 In the case of public dances, no persons shall be admitted to the Hall who do not possess a ticket and no tickets shall be sold or issued after 21:30 on the date of the dance.

13.3 No person will be admitted or re-admitted to a public dance after 21:30 and Hirers are requested to make a suitable notice to this effect on all tickets, posters and press advertising.

14.0 STEWARDS, DOOR STAFF, ETC.

14.1 The Hirer will be required to provide SIA licensed and CRB cleared door staff and attendants for all functions where the management consider it necessary. Also sufficient stewards to maintain good order and conduct during the hiring, to take charge of the appliances, to report any fire or other emergency, to control the movement of the public to exits in an emergency, and to regulate the number of persons admitted. The Hirer shall agree with the Manager's decision as to the number of doormen, attendants and stewards required at any particular function. As a rule the venue work a ratio of 1:60 to ensure good order and public safety. The Management reserves the right to insist on the hirer employing the venues preferred Security Company.

14.2 It is the responsibility of the hirer to ensure that they have adequate security in place during their event. Hirers are required to provide Front of House staff and a nominated person is to remain in the foyer during the performance to ensure the safety of property and personal belongings.

14.3 The Hirer will be required to employ suitably trained and competent cinematographic, sound or lighting operators and in no circumstances will a Hirer be permitted to operate any cinematographic, sound or lighting equipment without the necessary authorisation of the Manager.

15.0 CONDUCT AND GOOD ORDER

15.1 The Hirer shall take every care to secure that no undesirable person is permitted to enter the premises or otherwise make use of them, and shall be responsible for good order and conduct during the hiring. The Trust reserves to its Hall Management the right to order the Hall to be vacated and to terminate the letting if the premises are used for unseemly or undesirable purposes, without paying any compensation.

16.0 ADDITIONAL EQUIPMENT

16.1 No additional lighting or heating apparatus or equipment, whether electrical or otherwise, shall be brought or installed upon the premises other than with the consent and in accordance with the requirements of the Manager. All equipment brought into the venue will be required to comply fully with all current legislation. The management reserve the right to inspect and test any equipment as required.

16.2 No nails, hooks, screws or tacks may be driven into walls, pillars, woodwork, floors or furniture in any part of the Hall, and no posters, papers etc. shall be posed by gum, paste or other adhesive medium anywhere inside the building.

16.3 The Manager may refuse to allow to be brought into the Hall any article or appliance which he may consider dangerous or offensive.

17.0 CARE OF FURNITURE AND FLOORS

17.1 Every care must be taken not to damage floors, chairs and other furniture and fittings. Goods or materials must not be dragged over the floors of the Hall or allowed to drop thereon, nor must water or other liquids be spilled on any part of these floors. No person shall walk or dance on the floor of the main hall at the Hall wearing boots or shoes liable to cause damage to the floor. The Hall Operations staff should be consulted on the use of Gaffer tape. Glasses are permissible in the auditorium for events where the seating is cabaret style but not if seating is raked.

17.2 Chairs, tables, furniture and equipment whether already on the premises or brought onto the premises by the Hirer, shall not be used or placed otherwise than as may be approved by the Manager and in particular nothing shall be placed in the gangways, corridors, vestibules, landings, entrances or exits that may be deemed to be in contravention of the Fire Certificate, Public Entertainment Licence and the provisions of the Theatres Act 1968.

17.3 No open fires, petrol or gas or spirit stoves or machinery or any dangerous or inflammable things shall be brought into or used in any part of the Hall. The use of pyrotechnics and similar devices must only be used in the Hall with the prior written consent of the Local Authority (Stratford-on-Avon District Council).

17.4 The use of a 16mm film projector, using non-inflammable films only, may be permitted subject to the prior approval in writing of the Manager, as to the type of projector and to such conditions as may be specified by the Manager to prevent fire or panic.

18.0 SMOKING

18.1 It is illegal to smoke in Stratford ArtsHouse and surrounding public spaces – if a Stratford ArtsHouse guest is found to be smoking they will be asked to extinguish the cigarette or other smoking materials. If the guest refuses to do this then they will be asked to leave the building. If the

person smoking refuses to comply the management have the right to contact the local enforcement department at Stratford District Council or the local police station.

19.0 LIABILITY FOR LOSS OR DAMAGE

19.1 The Trust shall not be responsible for any loss, or damage arising out of the hiring, or for any loss or damage which may be incurred by or done or happen to the property of the Hirer or any person or persons resorting to the premises during the hiring, or for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire government restriction or Act of God which may cause the Hall to be temporarily closed or the hiring to be interrupted or cancelled.

20.1 ACCIDENTS OR OMISSION

20.1 The Hirer shall indemnify the Hall, its officers or servants against any claim action or proceedings made or brought in respect of or arising out of any act or omission of the Hirer and shall pay to the Hall all expenses which it shall occur in respect thereof. The Hall may compromise any such action or other proceedings, or claim as aforesaid on such terms as it shall think fit, the Hirer shall thereupon repay the sum or sums paid by the Hall as aforesaid.

21.0 MAKING GOOD DAMAGE

21.1 The Hirer shall repay the Hall on demand the cost of re-instating or replacing any part of the Hall or any property in or upon the Hall which shall be damaged, destroyed, stolen or removed during the period of hire. The amount of the cost shall be certified by the Manager whose certificate shall be final.

21.2 Unless the Hirer shall show before the commencement of the period of hiring that any property of the Hall in the Hall is damaged, such property shall be deemed to have been undamaged at the commencement of the period of hire.

22.0 INSURANCE

22.1 Any event that takes place within Stratford ArtsHouse and its associated spaces (**note 1**) must be covered by Public Liability Insurance. It is a condition of hire that hirers obtain insurance at their own expense with an insured sum of no less than £5 million. A copy of the valid insurance certificate must be provided before any event can take place. Failure to produce evidence of insurance will invalidate the booking and is not negotiable. Evidence of cover must be provided as soon as possible after the booking form has been received but in any case must be presented to Stratford ArtsHouse administration no less than two weeks prior to an event. It must be stressed that should a hirer fail to provide valid evidence of insurance within a reasonable time Stratford ArtsHouse will retain the right to cancel the booking without penalty. Stratford ArtsHouse will not be liable for any financial penalties or contractual obligations that may result from the cancellation. Stratford ArtsHouse will also reserve the right to retain any deposit received from the hirer.

Note 1: The marketSpace is covered by Stratford ArtsHouse's own Public Liability Insurance for events such as meetings, seminars and hospitality. Under normal circumstances hirers will not be asked to provide additional insurance for this space. If, following a risk assessment, it is decided by Stratford ArtsHouse management that an event presents a risk outside the normal use of the room the hirer will be required to obtain insurance to cover the event at their own expense. Again, the cover will not be less than £5 million.

22.2 Private party organisers are advised to arrange insurance cover or check with their household insurer that third party liability extends to cover the event.

23.0 RIGHT OF ENTRY

23.1 Right of entry to the premises and any part thereof is reserved to the Manager and any other Officer of the Hall authorised by him/her and to any police officer at any time during the hiring. 5

24.0 RIGHT TO REFUSE ADMISSION

24.1 The Management reserves the right to refuse admission to or remove from the Hall any person without stating any reason therefore.

25.0 COMPLAINTS

25.1 Any complaint about any of the arrangements connected with function must be made in writing to the Manager within 48 hours of the cause of such a complaint arising.

26.0 STAGE, DRESSING ROOMS, ETC.

26.1 Except by arrangement with the Manager no person other than persons taking part in a performance shall be permitted on the stage, or any backstage area including the dressing rooms.

27.0 LOTTERIES, RAFFLES AND GAMING

27.1 The Hirer shall not in any circumstances:

- a) Hold or permit to be held in the premises any lottery other than a lottery which is lawful by virtue of the Betting, Gaming and Lotteries Acts;
- b) Use or permit the premises to be used for the purposes of gaming, unless the express prior consent in writing of the Hall to such use has been obtained.

28.0 SALE OF GOODS

28.1 Permission to sell merchandise, literature etc. from an approved position must be obtained from the Manager and a commission of 10% on gross sales paid over to Stratford ArtsHouse.

28.2 It is the Hirer's responsibility to ensure that sales on Sundays, if allowed by the Hall, do not contravene the provisions of the relevant legislation.

29.0 CATERING

29.1 All bar facilities for Hall hires and events will be supplied by Stratford ArtsHouse bar or their agents.

29.2 Catering for events may be arranged by the hirer. Stratford ArtsHouse holds a list of local caterers for information only and cannot accept liability for the services provided.

29.3 When the premises are booked for a function requiring licensed refreshment, the bar and all alcoholic refreshment shall be provided under the auspices of the Designated Premises Supervisor and Personal Licence Holder.

29.4 On application the hirer may bring food or soft drinks into the Hall. On application hirers may be able to supply their own alcohol but will be subject to a corkage charge detailed in the Hire rates document. There will be a maximum amount of alcohol that the Hirer will be permitted to supply.

29.5 On application the provision of teas and coffees may be provided by the Hirer for their guests using the designated kitchen area or the Hirer may request hospitality service which either Stratford ArtsHouse or a catering organisation will provide. The cost of this service will be charged to the Hirer at current rates.

29.6 On any occasion when permission is granted to the hirer to serve refreshments themselves then the Hirer shall be bound by the Terms & Conditions.

29.7 The Trust and Stratford ArtsHouse on such occasions shall be indemnified against any claim made by the hirer for loss or damage to property or persons.

29.8 Hirers must ensure that they adhere to Health & safety procedures and ensure that refreshments are kept and supplied under Food & Hygiene regulations - The Food Hygiene (England) Regulations 2005.

29.9 The requirements of the Manager must in all respects and at all times be met.

30.0 CHILD PROTECTION

30.1 All Hirers employing the services of young people will be expected to disclose their Child Protection Policy to the Manager and to provide evidence of compliance with current Child Protection and Local Authority Legislation and Licences. A copy of Stratford ArtsHouse Child Protection Policy can be provided on request.

A copy of this document is available on application in LARGE PRINT or electronic form

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