

## **TERMS & CONDITIONS OF HIRE**

### **Introduction**

Cranleigh Arts Centre is licensed by the Waverley Borough Council for arts and entertainment events.

Cranleigh Arts Centre (hereafter referred to as 'the Centre') conforms to certain rules and regulations for the protection of the public and the conditions of hire have been devised for the benefit and protection of the Hirer(s) as well as the Centre. Upon completion of the application form, the Hirer of the premises enters into a legally enforceable contract. This needs to be understood from the outset.

The Hirer referred to in this document means him/herself and his/her employees, agents, sub-contractors, artistes, guests or any other party concerned with or invited to the event.

### **Accounts & Settlement**

**Bookings will only be confirmed when the deposit has been paid and the booking form has been completed correctly and returned to the Centre.** A provisional booking will be held for a maximum of four weeks in which time the booking forms and deposit must be returned. Hirer should note that the premises must only be used for the purpose stated on the application form. The Centre cannot guarantee the supply of any items requested after the booking form has been signed and returned.

A deposit of 50% of the full hire fee (including VAT) must be paid with the return of the hire agreement. **The balance of the full hire fee must be paid 28 days before the event takes place.** Cancellation or postponement by the Hirer will only be accepted by the Centre in writing.

The following cancellation charges will apply for single events:

- More than 28 days notice - 50% of hire fee
- Less than 28 days notice - 100% of full hire fee

The following cancellation charges will apply for weekly hirers:

- More than 28 days - administration fee 20% of full hire fee
- Less than 28 days - 100% of full hire fee

Charges will be in accordance with the current fees and charges tariff.

If, before the letting, the Centre considers that the event is likely to prove of an objectionable or undesirable nature or contrary to the details of hire listed in the Centre's application form, the Centre shall have the authority to recommend that the application be cancelled without payment or compensation. The Hirer may also forfeit the hire charge.

A full account of all sales for the event will be supplied to you within 30 days of the completion of the event together with an invoice for the Centre's commission and/or any other Centre charges. All charges are subject to VAT at the prevailing rate. Balance due to the hirer following settlement will be payable by BACS on receipt of a VAT invoice detailing the Hirer's bank account details and completion and return of a PRS declaration form.

### **Tickets**

The Centre shall produce the event tickets. By prior agreement, the Hirer may sell these tickets at other venues for the event. Any tickets taken from the box office to be sold by the promoter must be signed out by the Duty Manager. The Hirer is to provide names and contact numbers for two people available to answer queries on tickets.

If by prior agreement, the Hirer sells tickets, the unsold tickets are to be produced to the box office the day before the event commences. Failure to produce the tickets could result in an administration charge being levied to the Hirer. The Hirer will be given a receipt for return of tickets by the Duty Manager, which should be produced as proof of receipt.

No person other than a bona fide cast member will be allowed admission to the Centre without a seat ticket or approval by the Centre Manager. The Hirer must make known to the Centre Manager, the names and numbers of helpers or participants that require access to the Centre and/or seats in the auditorium, 14 days prior to booking. The Hirer is responsible for ensuring that licensing capacity limits for the room hired are not exceeded.

All Hirers selling all, or part of the ticket allocation will need to contact the box office with regard to disabled usage. ALL disabled tickets are to be sold via the Centre's Box Office.

### **Marketing**

Any marketing undertaken before a signed contract is returned will nevertheless be recharged. This may include print design and production.

For all hired events, the Hirer is responsible for marketing.

Any print supplied with incorrect details will be amended and the cost recharged to the hirer.

### **Liability**

#### **The Centre's Liability**

The Centre cannot accept responsibility for any loss by, or damage to, or consequential loss by or damage to, you or your agents, employees, customers or guests. The liability of the Centre in the event of any loss by, damage to, or consequential loss or damage to you or your agents, employees, customers or guests through the cancellation of the hire no matter how caused, is limited to a full or partial refund of the hire fee at the discretion of the Centre. In the case of strike, lock-out, failure of supply of water, gas, or electricity or acts of God, which may cause the premises to be temporarily closed or the event interrupted or cancelled, the Centre will not be held responsible and a refund will only be payable by the Centre in exceptional circumstances, at the discretion of the Centre.

#### **The Hirer's Liability**

The Hirer is responsible for all damage to the premises and facilities hired and any property in the Centre, which occurs during the period of hire or while persons are entering or leaving the Centre pursuant to the hire, however or by whomever caused. Breakages or other damage so caused to the Centre's property will be charged to the Hirer. In some cases the Centre will require a deposit prior to the event.

The Centre shall not be responsible for any loss or damage to any property arising out of the hiring nor for any loss damage or injury which may be incurred by or be done or happen to any person or persons resorting to the Centre during the hiring and arising from any cause whatsoever. You are advised to effect public liability insurance to cover any loss by or damage to your agents, customers, employees or guests. You must observe the conditions of the Centre's various licences including its:

- Public Entertainment's Licence
- Theatre Licence
- Performing Right Society Licence
- Magistrates' Licence

Copies of these licences are available for inspection at any reasonable time.

Cranleigh Arts Centre reserves the right of its authorised representatives or for the Police to access all parts of the premises for the purposes of preserving good order.

### **General**

#### **Furniture and Fixings**

Hirers are not permitted to move any of the fixtures and fittings between rooms without permission.

#### **Smoking**

The Centre is a non-smoking building throughout.

#### **Alcohol**

The sale and consumption of alcohol in the Centre is strictly controlled by the conditions of our magistrates' licence. You must not:

- Bring alcohol on to the premises for sale

- Bring alcohol on to the premises for consumption by your agents, employees, customers or guests without the prior agreement of the Cranleigh Arts Centre Ltd. In these circumstances a charge will be made.
- Consume alcohol anywhere in the Centre other than in an area specifically set aside for that purpose.

Drinks beverages supplied by Cranleigh Arts Centre to The Hirer will be recorded and added to your invoice at account settlement. Any beverages not supplied by Cranleigh Arts Centre will incur a charge for corkage and charged to your account for inclusion on your invoice at settlement. Please note that no drinks should be taken from the bar without permission of the Duty Manager and unless agreed by the Centre Manager you will be charged standard bar prices and invoiced.

### **Health and Safety**

Health and Safety is an issue in which all persons at the Centre should have an interest. The Centre has a published Health and Safety policy which you, by agreeing your hire, are deemed to have accepted. It should be noted that any activity which, in the view of the Centre, through its appointed agent, conflicts with the Centre's Health and Safety policy may result in the cancellation of the hire without notice or refund.

The Hirer is responsible for keeping a record of the number of attendees at their event which is to be made available to Cranleigh Arts Centre upon request. Hirers must ensure that the maximum capacities for each room are not exceeded.

No disco smoke, vapour producing machines or naked flames are permitted within the building. The Centre reserves the right to remove other items deemed a health and safety risk.

Please make sure room is clean and tidy when you leave, do not pour any dangerous chemicals down the sink or put anything dangerous in the bin.

The Hirer shall notify a representative of Cranleigh Arts Centre immediately of any accident of injury which has taken place at their Event.

### **Fire and Evacuation Procedure**

You must examine the Fire Action and Evacuation Procedures displayed in all rooms at the Centre. You must also keep a list of your guests to bring to your designated assembly point in the event of evacuation. The session leader is responsible for the safety of the participants and must help to ensure that they are clear of the building in the case of the fire alarm sounding. The Centre, or its appointed agent, reserves the right to examine this list at any time. In the event of a fire or evacuation for any reason the liability of the Centre to you, your agents, employees, customers or guests is limited to a full or partial refund or the hire fee, at the discretion of the Centre. Fire doors are to remain fully closed at all other times and are not to be used for general access.

### **Access**

You may have access to the hired space during the agreed hours of the hire only. Hirers are under an obligation to include sufficient time to access, set-up their event within and leave the premises within their booking. All visitors should, in the first place, call at the Box Office. Persons arriving prior to the agreed start time may be required to wait outside the hired space or the building. You are required to depart the hired space, taking all your equipment, furniture etc, by the agreed end time. Normal access is via the foyer, which has entrances from the car park and at the front of the building. After normal opening times, front doors will be closed. The building is fully accessible to disabled visitors.

### **Security**

You are not to leave outside doors open and unattended.

The Centre reserves the right to book security should it deem that the event warrants it. The Hirer will be informed and the cost for this will be passed on to the Hirer.

### **Cleanliness**

You must leave the space as tidy as it was when you arrived and should consult the Duty Manager when you leave. All equipment must be returned to its original position. Any additional cleaning required will be carried out by Centre staff and will be charged at the prevailing rate plus VAT.

### **Kitchen**

The kitchen may be hired out for the storage and preparation of food or for cleaning but CAC always reserves right of access for general or commercial operations. No hirer without a basic food hygiene certificate is to use oven facilities. The kitchen must be left in a clean and hygienic state and all appliances must be switched off. All bookings requiring the use of cooking equipment ie. gas cooker, is required to supply a £50 deposit refundable upon leaving the area in a satisfactory state after your event. The Centre reserves the right to levy a charge to cover the cost of cleaning if deemed necessary.

### **Café Facilities**

The Centre provides coffee bar facilities and the Hirer may not bring additional consumable food and drink items onto the premises without the prior agreement of the Centre. The Centre retains the right to charge a fee for this usage.

Please note no consumables can be taken into the coffee bar or gallery area, which are restricted to items bought within the Centre.

### **Bar**

If agreed at the time of booking, the Centre may allow use of its licensed bar during normal licensing hours.

### **Electrical Equipment**

The Centre cannot take responsibility for any damage to any person caused by electrical equipment provided by you. It should be noted that the Centre may make charges for the use of electrical equipment which use excessive amounts of electricity. For safety reasons any equipment brought into the venue must be accompanied by a Portable Appliance Test Certificate.

No excessive or unnecessary use of the Centre's electricity will be tolerated ie. charging of personal electrical equipment.

### **Parking**

Due to the capacity of our car park we regret it is solely for the use of Centre staff, tutors, private hirers and disabled visitors only. Please make this known to any attendees to your event. The disabled bays are solely for the use of blue badge holding visitors to our Centre.

### **Intellectual Property**

Cranleigh Arts Centre has been designated as a 'Provincial Theatre' by the Performing Rights Society (PRS) and Hirers are responsible for copyright fees for any music performed or broadcast at Cranleigh Arts Centre. Cranleigh Arts Centre recoups PRS costs from Hirers who must complete a PRS form where applicable. Cranleigh Arts Centre reserves the right to withhold payments due to The Hirer until receipt of a duly completed PRS declaration form.

Hirers are responsible for ensuring that their Event does not infringe copyright and indemnify Cranleigh Arts Centre against any charges arising from their breach of copyright.

### **Noise**

The Centre is in a residential area and thus you are requested during the period of your hire to minimise noise and inconvenience to our neighbours.

### **Public Order**

You must ensure that you, your agents, customers and guests maintain public order throughout the period of your hire. In the event of a breach of public order the Centre, through its appointed agent, reserves the right to discontinue the hire immediately. Under these circumstances you, your agents, employees, customers and guests may be required to leave the premises without notice or refund.

### **Fly Posting**

Hirers should note that Fly Posting is a criminal offence and if an enforcement action is taken against Cranleigh Arts Centre, the Hirer will be joined as a party to the proceedings and Cranleigh Arts Centre will seek full recovery of any fine and legal costs.