



# Mulberry Schools Trust

## Lettings Policy

<b>Approval Body:</b>	Finance Committee
<b>Approval Date:</b>	November 2021
<b>Implementation Date:</b>	November 2021
<b>Review Date:</b>	Spring 2023
<b>Policy Version:</b>	1

## Version Control

Version	Reviewed	Changes since last version
1		This is a new policy based on the Lettings Policy which operates at Mulberry Academy Shoreditch. The hire conditions of the theatre at the Mulberry UTC is also included.

This policy represents Mulberry Schools Trusts letting policy which is applicable to all schools who let their premises to external parties within the Trust. This policy should be used as a template and adapted by individual schools within the Trust to make it school specific as appropriate.

A separate set of Terms and Conditions for letting Theatre space (Mulberry UTC) is also attached at Appendix 3 of this report.

## LETTINGS REGULATIONS & CONDITIONS OF HIRE AND USE

### Mulberry Schools Trust

#### Lettings

1. All lettings of the Mulberry Schools Trust premises are made under this Lettings Regulations & Conditions of Hire and Use document as laid down by the Company Mulberry Schools Trust (hereinafter referred to as “the Company”).
2. A letting is defined as any community or private use by individuals, organisations or groups, of the school premises, facilities or grounds at any time.
3. Activities, sports coaching, training sessions and courses and similar provision whereby the school runs, supervises and provides instruction or training for sessions for individuals or groups who book and pay for such sessions, are outside of the scope of this Lettings Policy.
4. Lettings are always at the discretion of the Company, or the Principal acting on its behalf, and the primary functions and activities of the school will always take precedence over a request for a letting.
5. The Company, or the Principal acting on its behalf, reserves the right to amend, refuse, or refuse to renew a letting. The Company also reserves the right to charge a deposit against cancellation, and a returnable deposit against damage or extra cleaning.
6. All requests for lettings must be made on the approved Lettings Booking Form (Appendix 1) by an adult over the age of 21 (hereinafter referred to as “the Hirer”), either individually or on behalf of an organisation or group, who thereby accepts responsibility and enters into an agreement between themselves and the Company to comply with the terms and conditions of the Lettings Regulations and Conditions of Hire and Use.
7. The Company reserves the right, for any reason which the Company, or the Principal acting on its behalf, considers reasonable, including for the avoidance of doubt any staff shortages, to withdraw permission to occupy the accommodation on any particular date or dates or for any period. The withdrawal of such permission shall not entitle the Hirer to make any claim against the Company whatsoever however the Company shall refund any payments made by the Hirer to occupy the accommodation for that period.
8. Any contract made is between the Hirer and the Company is personal to the Hirer, gives no rights under the Contracts (Rights of Third Parties) Act 1999 and cannot be assigned to any other party.
9. The Company and the Principal have the right of entry to the school premises, facilities and grounds at all times.
10. The Principal, who is responsible for the internal management and control of the school, is also responsible for the day-to-day oversight of all lettings on behalf of the Company.

#### The Hirer

11. The Hirer is responsible for the payment of all fees, charges and any additional costs incurred as a result of the letting.
12. The Hirer is responsible for all those persons covered by the booking whether they are members of a group, club or other organisation.

13. If the persons for whom the Hirer is responsible includes children or young people the Hirer is also responsible for carrying out a risk assessment to determine the adult to child ratios that are appropriate for the activity, having regard to any relevant legislation or guidance which may be in force from time to time provided that any activities for children are supervised by at least two appropriately trained and qualified adults at all times. One of the adults must be qualified in First Aid. Such risk assessment must be provided to the Company upon request
14. Where sporting and other activities include training and instruction of either adults or children the ratio of coaches and other qualified instructors to those receiving instruction and training will be in accordance with the guidelines set out by the national governing body of the particular sport or activity.
15. All adults supervising, teaching, training or working with children, or with vulnerable adults, must have had a satisfactory enhanced DBS check. Evidence of this must be provided to the Principal prior to the start of any letting.
16. Original certificates of the qualifications of the responsible adults, where appropriate to the hire and activities to be undertaken, must be available for inspection prior to the start of any hiring to the Principal.
17. The Hirer is responsible for ensuring the good conduct of the group using the premises, and for ensuring that no nuisance is caused to other users of the premises and local residents in the vicinity of the school.

#### **Conditions of Use - General**

18. The Hirer and all those under their supervision must comply with any instructions given by the Principal or their representative, the Premises & Contract Monitoring Manager or their Deputy or the Sports Centre Recreation Manager and their staff.
19. The Hirer must adhere to the times of start and finish of the booking. Setting up and clearing up must be carried out within the allotted booking time. Any overrun will be charged at the full hourly rate.
20. Immoral or illegal activity, gambling or any games of chance are forbidden. Raffles may only be held with the permission of the Principal of the school.
21. The premises may not be used for public or private entertainment without prior special approval of the Company. If the Hirer wishes to provide public music, dancing or other public entertainment, the Hirer must first obtain any necessary public entertainment licence and provide a copy of this to the Company or the Principal acting on its behalf at least three working days before the event.
22. The Hirer shall not, during the occupancy of the premises, facilities or grounds, infringe any subsisting copyright or performing right, and shall be liable to pay any sums due to an infringement of copyright or performing rights.
23. The premises may not be used by political groups or for political activities of any kind as determined by the Company in its sole discretion, except where these are agreed to be election meetings or other such use under The Representation of the People's Act, 1983.
24. The Hirer shall use only the school's facilities and furniture and equipment which has been booked and must not introduce any other piece of equipment or furniture or article without permission of the Principal. The Hirer must consult with the school's Premises & Contract Monitoring Manager, their Deputy or the Sports Centre Recreation Manager, on the moving of furniture or equipment from the position used for normal school purposes.

Equipment and furniture must not be used for inappropriate purposes, e.g. dining tables must not be used for any unhygienic purpose.

25. The Hirer is prohibited from doing anything which is likely to disfigure or damage the walls, the floors, any fixtures and fittings or the fabric of the building and is responsible for the preservation of good order. Stiletto or narrow and pointed heeled footwear is not permitted in the sports hall. No bolts, screws, nails or tacks shall be driven into any part of the premises; neither shall any adhesive or adhesive tape be used on the walls or floors. No substance is permitted to be put on the floors to prepare the surface for dancing. The Hirer shall pay the cost of damage, arising in any way out of their use of the premises, facilities or grounds to the Company.
26. No article of any inflammable or explosive character or any article producing an offensive smell, or any oil, electric, gas or other engine shall be brought onto the premises, other than cars and motorcycles onto the designated car parking spaces.
27. Neither the Company nor the Principal accept responsibility for, or liability, in respect of any damage, theft or loss of any property, goods or other articles placed, deposited, brought into or left upon the premises, facilities or grounds by either the Hirer, for their use, or by any other person.
28. Subject to the provision of the next paragraph, the Hirer shall vacate the premises by the time specified on the Booking Form unless written authority from the Company (showing the time of extension) has been obtained. The Hirer shall leave the premises, fixtures, furniture and other property therein in as good order as they were at the time of entry and in as clean a condition as the particular use will allow. If the premises are not vacated at the agreed time or if additional cleaning beyond that which would normally be required has to be undertaken, a further charge may be made against the Hirer.
29. The Hirer shall remove from the premises all its articles, property refuse, decorations, sets, props, equipment and other items before it leaves the premises after each period of hire unless agreed in writing with the Company or the Principal acting on its behalf which may incur an additional charge. The Hirer must not store any items or equipment on the premises without the prior written consent of the Company or the Principal acting on its behalf. The Company reserves the right to dispose of any items left in the premises when the premises are not being used by the Hirer without further notice to the Hirer.
30. Neither the Company nor their representatives shall be liable for any injury (including injury resulting in death) or damage to or loss of property whatsoever which shall or may occur to or be sustained by the Hirer, his/her assistants, servants or agents or others entering on the property in the exercise or purported exercise of the hiring (except such injury or damage as may occur by reason of the neglect of the Company or their representatives, servants or agents acting within the scope of their authority). The Hirer will indemnify and keep indemnified the Company and/or its representatives and servants and agents from and against all claims and liability in respect of such injury or damage and all actions, proceedings, costs, damages and expenses in regard thereto and also from and against all other liability claims, demands, proceedings, costs, damages and expenses in respect of injury to persons whomsoever (including injury resulting in death) and damage to or loss of property whatsoever which may arise out of or in consequence of the exercise or purported exercise of the hiring (except as aforesaid).
31. Only registered guide dogs for blind persons are permitted on the premises. No other dogs are allowed on the premises.

### **Conditions of Use – Health & Safety**

32. The Hirer is required to adhere to the Health and Safety Policy of Mulberry Schools Trust, which can be found at [www.mulberryschoolstrust.org/key-information/trust-policies](http://www.mulberryschoolstrust.org/key-information/trust-policies) and a copy can be provided on request.
33. The Hirer is required to undertake a short induction prior to the first use of the premises, facilities or grounds, so that the Premises & Contract Monitoring Manager, Sports Centre Recreation Manager or another member of staff may familiarise the Hirer with aspects of Health and Safety, fire exits, location of emergency telephone and other such matters including access and car parking (where applicable).
34. The Hirer is required at all times to take precautions for the safety of those present for which the Hirer has responsibility. Means of escape from the premises must not be impeded. All those persons for whom the Hirer is responsible must be made aware of all safety regulations. Practice safety drills must be carried out at regular intervals.
35. The Hirer should keep a register of all the persons for whom they are responsible and who are on the premises, using the facilities or in the grounds.
36. In the event of a fire the first duty of all concerned is to prevent loss of life and injury.
37. If a fire is discovered or the fire alarm sounds the person in charge is responsible for calling the Fire Brigade and informing the Premises & Contract Monitoring Manager, Sports Centre Recreation Manager or a member of their staff.
38. If a fire is discovered or the fire alarm sounds everyone must leave the building by the nearest fire exit, ensuring all doors are closed. On arrival in the assembly areas a roll must be called to ensure that everybody is accounted for. If anybody is missing the senior fire brigade officer must be informed at once and an organised search should be made immediately.
39. With the exception of an organised search no one must enter the building until the senior fire brigade officer has given permission.
40. There may be an opportunity to attack the fire with the nearest extinguisher or hose pipe, but firefighting must always be secondary to saving life and injury.
41. The Hirer must ensure that a person qualified in First Aid, and an appropriate first-aid kit, provided by the Hirer, is available at all times.
42. Smoking and spitting is not permitted anywhere on the premises or within the grounds.
43. The Hirer shall ensure that the number of persons using the premises does not exceed that for which application was made and approved.
44. No alterations or additions to electrical installations may be made.
45. No open fires, barbecues, candles or unauthorised electrical equipment may be used, unless prior special permission has been obtained.
46. No indecent or immoral activity is permitted.
47. Noise levels must be kept to a reasonable level at all times.

### **Conditions of Use - Refreshments and Catering**

48. Refreshments may only be served with permission of the Principal in designated suitable areas of the school and provided satisfactory and hygienic arrangements can be made for serving and consumption in accordance with current regulations.
49. Alcohol may not be brought onto, or consumed on, the premises or in the grounds, except by prior approval of the Principal.

50. The school Kitchen may only be used by a prior special agreement and provided that the Catering Manager or a member of their staff is available to supervise the use. The cost of the use of the kitchen will be agreed in advance and will include the cost of the school catering staff in attendance as well as the cost of any additional washing-up and cleaning.

### **Conditions of Hire - Insurance**

51. The Hirer or the organisation, club or group must have adequate Public Liability insurance with a minimum indemnity of £2,000,000 for each and every claim, including insurance cover for trips and activities off the premises that take place during the time of the letting, and the Hirer shall agree to indemnify the Company against any claim other than that arising out of the negligence of the school.
52. The Hirer shall produce evidence of the insurance such as the certificates of insurance and policy for inspection by the Principal prior to the letting.

### **Fees and Charges**

53. The Company will determine the scale of fees and charges and review them annually.
54. Mulberry Schools Trust is VAT registered, so lettings must be individually reviewed by each school in the trust to determine the application of VAT rules. As a general guide all lettings will be Exempt from VAT. Where the conditions of the letting are that facilities have been hired out then part/all of the charges set out in this lettings policy could be subject to VAT at the standard rate.
55. The current scale of fees and charges for Mulberry Academy Shoreditch is attached as an annex to this policy (Appendix 2).

### **Administration of Lettings and Bookings**

56. Lettings Booking Forms, Formal Hire Agreement and a copy of the Lettings Regulations & Conditions of Hire and Use can be obtained from the Finance Office and from the Sports Centre Reception.
57. The Lettings Booking Form must be completed in full and should be completed and submitted to the Lettings Manager at the school at least 4 weeks in advance of the date of the letting.
58. The Sports Centre Recreation Manager will confirm whether or not the date and facilities required are available and if so inform the Hirer of the cost of the letting and the amount of any deposit required for securing the letting.
59. The Sports Centre Recreation Manager will also inform the Hirer of the need for any additional documentation to support the letting, such as evidence of insurance or qualifications or DBS certificates in respect of the Hirer or other persons.
60. The letting will be formally confirmed when the original Lettings Booking Form is signed by the Sports Centre Recreation Manager and a copy of the form signed by both parties accepting the formal agreement for the hire is returned to the Hirer.
61. Payment in full for the letting is required 2 weeks in advance of the date of the letting and should be paid by cheque made payable to Mulberry Schools Trust.
62. If the Hirer cancels the letting between 48 – 24 hours' notice, a 50% charge of the original letting fee will apply. If less than 24 hours' notice, a 100% charge of the letting fee will apply.
63. If the letting includes additional special provisions or facilities these will be set out in a separate letter to the Hirer and be attached to the Lettings Booking Form.

**64. Conditions applying to Block Bookings of the Sports Centre**

- a) Block bookings can only be accepted for a minimum period of 1 month and a maximum period of 3 months.
- b) Block bookings for Mulberry Academy Shoreditch can be made at the Sports Centre Reception between 6.00 p.m. and 10.00 p.m. on Mondays to Fridays, or by emailing the Sports Centre Recreation Manager:  
sportscentre@mulberrycademyshoreditch.org
- c) Payment for block bookings must be received monthly in advance.
- d) Payment for block bookings must be made by cash, BACS or by cheque payable to the school.
- e) Any dates not used or cancelled from any block booking cannot be reimbursed or credited towards future bookings.
- f) The Sports Centre Recreation Manager, acting on behalf of the Company, has the discretion not to renew a block booking.

The Company reserves the right to review these terms and conditions should the necessity arise.

Mulberry Schools Trust (“the Company”)

LETTINGS BOOKING FORM & FORMAL HIRE AGREEMENT

APPLICATION FOR THE HIRE OF FACILITIES & ACCESS TO THE PREMISES

DATES & FACILITIES REQUIRED – Please provide full details	
Date(s) required or details of regular booking etc.	..... ..... .....
Times required including time to prepare and complete activity:	..... ..... .....
Facilities required:	Main School Building <input type="checkbox"/> Sports Hall <input type="checkbox"/> Use of Grounds <input type="checkbox"/> Please <input type="checkbox"/> a box or boxes. Please list the facilities required. ..... ..... .....
Purpose of Hire and full details of activities to be undertaken including any charges made	Purpose of Hire: ..... ..... ..... Details of Activities: ..... ..... .....
Maximum number of adults and young people that will be attending.	Number of Adults over 21 ..... and over 18 ..... Number of Children ..... Age range of children .....

NAME & DETAILS OF THE HIRER – Please provide full details	
Name of Organisation	.....
Name of Hirer	..... <b>This must be a named person over 21 years of age and not an organisation.</b>
Full Postal Address of Organisation	..... ..... ..... email address:
Telephone Numbers of Organisation	..... .....
Full Postal Address of Hirer	..... ..... ..... email address: .....
Telephone Numbers of Hirer	Work: Home: Mobile:

DETAILS OF ANY SPECIAL REQUIREMENTS AND QUALIFICATIONS OF RESPONSIBLE ADULTS	
Special Requirements	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
List the full names of all adults with their qualifications only if this is appropriate for the activities to be undertaken or the booking involves children	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

**ACCEPTANCE & CONFIRMATION OF THIS FORMAL HIRE AGREEMENT**

**Declaration and acceptance of this formal hire agreement by the Hirer**

I have read and agree to abide by the Lettings Regulations & Conditions of Hire and Use, as set out by the Company, relating to the hire of facilities as requested above.

Signed: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

Position in Organisation: \_\_\_\_\_

**This Booking is accepted and confirmed as a formal hire agreement between the Hirer and the Company.**

Signed: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

Position: \_\_\_\_\_ for and on behalf of the Company

**Mulberry Academy Shoreditch**  
Gosset Street, London, E2 6NW

**SCALE OF FEES AND CHARGES:**  
EFFECTIVE FROM 1 SEPTEMBER 2017

Sports Centre telephone number: 020 7920 7937

**Hire Charges – Main Building**

- |                          |   |              |
|--------------------------|---|--------------|
| 1. Rooms                 | - | £30 per hour |
| 2. Large Conference Room | - | £50 per hour |
| 3. Main Hall             | - | £60 per hour |

**Hire Charges – Sports Hall**

**Facilities**

- |                     |                            |
|---------------------|----------------------------|
| 6 Badminton Courts  | 7-A-Side Pitch (indoor)    |
| 4 Cricket Nets      | 5-A-Side Pitch (outdoor)   |
| 3 Volleyball Courts | 3 Netball Courts (outdoor) |
| 3 Basketball Courts | Comfortable Changing Rooms |
| 2 Squash Courts     |                            |

ACTIVITY	RESIDENT'S FEE	NON-RESIDENT'S FEE
	Adult	Adult
Squash (per hour)	£14.00	£17.00
Badminton (per hour)	£12.00	£14.00
Volleyball (per hour)	£30.00	£35.00
Basketball (training court) (per hour)	£30.00	£35.00
Basketball (National Standard) (per hour)	£54.00	£67.00
Hockey (indoor – full size) (per hour)	£54.00	£67.00
Netball (outdoor) (per hour)	£22.00	£22.00
5-A-Side/7-A Side (indoor) (per hour)	£54.00	£67.00
Cricket Nets (per net/per hour)	£27.00	£31.00
Table-tennis (per hour)	£9.00	£12.00
5-A-Side Pitch (outdoor and floodlit MUGA) (per hour)	£45.00	£60.00
Whole Hall for Tournaments/Sports Events (includes 3 x Volleyball or 3 x Basketball Courts) (per hour)	£85.00	£85.00
Shuttlecocks	£ 1.00	
Squash Ball	£ 3.00	
Table Tennis Ball	£ 0.50	
Racket Hire	£ 2.00	

*Junior rates on application for one-off bookings*

# MST Venues

## Mulberry UTC Theatre Hire Terms & Conditions

### Terms and Conditions:

Booking are accepted by the Mulberry Schools Trust on the following terms and conditions:

#### 1. Definitions:

**You / the Hirer** means the person who signs the Booking Form or the firm, company or organisation on whose behalf the Booking Form is signed;

**Theatre** means Mulberry UTC Theatre, 64 Parnell Road, London, E3 2RU;

**Theatre Owners** means the Mulberry Schools Trust;

**Theatre Manager** means the person for the time being holding the post of Theatre Manager of the theatre but can include the Theatre Manager's duly authorised representative.

**Technical Manager** means the person for the time being holding the post of Technical Manager of the theatre but can include the Technical Manager's duly authorised representative.

#### 2. Applications

- 2.1. Your Booking Application Form must state the precise nature of the event for which you wish to hire the theatre.
- 2.2. The theatre is not deemed to be hired until the Theatre Manager has notified you in writing that your booking has been accepted.
- 2.3. You may make a provisional booking of the theatre by agreement with the Theatre Manager. A provisional booking will be released after 7 days unless you submit a Booking Application Form.
- 2.4. We reserve the right to refuse any application to hire the theatre without giving a reason, or to accept any application subject to any additional terms and conditions we consider necessary.

#### 3. Hire Charges:

- 3.1. We charge for hiring the theatre in accordance with our Rate Card, the latest version of which can be obtained by contacting the Theatre Manager.
- 3.2. If your booking is accepted, any deposit that you pay on acceptance of your booking will be deducted from the total hire charges you pay for the hiring.
- 3.3. We reserve the right to review and/or increase hire charges for confirmed bookings at any time up to six months before the hire period begins. We will send you notice in writing if we need to do this.

#### 4. Payment:

- 4.1. A deposit of 20% of the hire charge must be paid once the booking has been confirmed unless a different arrangement has been made with the Theatre Manager.
- 4.2. The remaining balance of the hire charge must be paid on the first day of the hire period unless a different arrangement has been made with the Theatre Manager.

#### 5. Cancellation:

- 5.1. Deposits are not returnable in the event of cancellation by the hirer or by the theatre owner in the event of a breach of the terms and conditions by the hirer.

- 5.2. Notification of cancellation must be received in writing from the person or organisation who initiated the booking.
- 5.3. Cancellation fees for the theatre bookings will be applicable as follows 5.3.1. Between one and three months' notice 75% of the total charge will be made. 5.3.2. Notice of one month or less and the total charge will be made.

#### **6. Permitted Use:**

- 6.1. You must not use the theatre for any purpose other than that stated on your Booking Form. We may inspect your use of the theatre at any time.

#### **7. Premises License:**

- 7.1. A premises license is not currently held for the venue meaning regulated entertainment can only be provided if the following conditions are met:
  - 7.1.1. it takes place between 8am and 11pm and
  - 7.1.2. the audience is no more than 500 people.
- 7.2. The venue is not currently licensed for film screening or the sale and supply of alcohol.
- 7.3. No copyright dramatic or musical work shall be performed or sung without the license of the copyright holder, such license being produced to the theatre manager prior to the commencement of the function.
- 7.4. The hirer shall pay the Mulberry Schools Trust any fees relating to the Performing Rights Society (PRS) charges where copyright music is used.
- 7.5. The hirer shall pay the Mulberry Schools Trust any fees relating to the Phonographic Performance License. This is separate from the PRS charges

#### **8. Children**

- 8.1. All staff working directly with children must have a valid DBS check.
- 8.2. If children are involved with the production the hirer must ensure the licensing authority has been informed and suitable chaperones are in place.

#### **9. Equipment:**

- 9.1. As part of the Hire Contract we will provide you with the equipment set out in the Rate Card.
- 9.2. Use of the equipment or access to the technical level will not be granted until an induction into the space has been carried out or the Technical Manager is satisfied that the relevant people are competent.
- 9.3. You must not drive nails, hooks, screws, tacks or any similar object into the walls, pillars, wood work, floors or furniture of the theatre, or otherwise damage the floors, chairs or other furniture of the theatre.
- 9.4. With permission from the Technical Manager you may paint the stage floor however it must be returned to black at the end of your hire.
- 9.5. You may not use special effects such as smoke, pyrotechnics, strobe lighting, open flame, confetti/snow, CO2 or oil without the prior written consent of the Theatre Manager and Technical Manager. A minimum of four weeks' notice must be given if the hirer wishes to use any special effect so we can seek permission from the licensing authority.
- 9.6. The Technical Manager may refuse to allow any article or appliance which may be considered dangerous or offensive to be brought into the theatre.

#### **10. Making Good Damage:**

- 10.1. You must repay to us on demand the cost of reinstating all or any part of the theatre, or any property in or upon the theatre, which is damaged, destroyed, stolen or removed during the hire period or prior to the hire period if the damage is in relation to or caused by the hiring.

#### **11. Marketing and Promotion:**

- 11.1. You are reminded that the posting of posters on notice boards, shops and private dwellings is only permitted with the owner's permission. The posting of posters on unauthorised sites (traffic signs, lamp posts, empty properties, trees and bus shelters etc.) constitutes an offence under the Town and Country Planning (Control of Advertising) Regulations 1969. The theatre owner may take proceedings if such an offence is committed and we reserve the right to cancel your booking should you commit such an offence.

**12. Theatre Staff:**

- 12.1. As part of the Hire Contract we will provide such theatre staff as are set out in our Rate Card.
- 12.2. Unless arranged with the Theatre Manager, the hirer is required to provide a minimum of four ushers for an event which contains a public performance

**13. Requirements and Restrictions:**

- 13.1. The theatre is located within a school for students aged 14-19. The visiting company will be briefed upon arrival with regards to where they can and can't go. Signs will also be in place which must be observed. If the visiting company fails to adhere to these restrictions they may be asked to leave and their contract terminated. The safety of students attending Mulberry UTC is paramount.
- 13.2. Stage and Dressing Rooms - Except by arrangement with the Theatre Manager, no person other than persons taking part in a performance shall be permitted in the dressing rooms or back stage corridor.
- 13.3. Conduct and Good Order - You must take every care to ensure that undesirable persons are not permitted to enter or make use of the theatre, and you are responsible for good order and conduct during the Hire Period.
- 13.4. Vacation of the Theatre - You must ensure that the theatre is vacated by all persons at the end of the Hire Period. Any additional time will be charged for. All articles brought to the theatre in connection with the event must be moved within the time limit agreed with the Technical Manager.
- 13.5. Right of Entry - We reserve a right of entry to the theatre for any of our officers or any officer of the theatre owner authorised by the Theatre Manager.
- 13.6. Complaints - Any complaint about any of the arrangements made by us in connection with the event should be directed in the first instance to the Theatre Manager within 7 days of the cause of such complaint arising.
- 13.7. Lost Property - Any lost property found must be immediately handed to a member of theatre staff.
- 13.8. Smoking is not permitted anywhere in the venue or outside within in the premises boundary.
- 13.9. Food and drink – No food or drink (except bottled water) is allowed to be consumed in the theatre when the bleacher seating is in use.

**14. LIMITATION OF LIABILITY:**

- 14.1. Neither party excludes or limits liability to the other party for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation nor where liability cannot be excluded or limited as a matter of law.
- 14.2. We are responsible for losses you suffer as a result of us breaching our obligations under the Hire Contract if the losses are a foreseeable consequence of us breaching those obligations. Losses are foreseeable where they could be contemplated by both you and us at the time the Hire Contract was entered into. We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us, for example loss of profits, loss of use, loss of goodwill, loss of opportunity or any business loss.
- 14.3. It is your responsibility to ensure that the theatre is suitable for the event. If you wish to check the suitability of the theatre prior to applying you should contact the Theatre Manager to make arrangements to view the theatre.

**15. Sale of tickets for events:**

- 15.1. We are unable to provide a box office service.
- 15.2. All events must be ticketed and tickets should be numbered consecutively. We can prepare tickets on your behalf on request to the Theatre Manager at the time of booking.

**16. Health and Safety:**

- 16.1. **You must acquaint yourself and comply fully with all applicable Conditions and Rules of Management for Places of Public Entertainment**, in particular (but without limitation) regarding the use of non-flammable or flame-proofed materials for scenery, curtains, drapes or set-dressing, special effects etc. Details of these can be supplied upon request and further advice given by contacting the Technical Manager.
- 16.2. You must also comply with the requirements of Health and Safety at Work Act 1974 (and all future amendments thereto), in particular (but without limitation) the need to provide

confirmation that all equipment used for the event complies in all respects with required Codes of Practice (for example, that all electrical items have current PAT testing certificates, hazardous substances have appropriate COSHH documentation and that the entire event has suitable Risk Assessment Records). If you have any queries in this respect, you should contact the Technical Manager.

- 16.3. You and all persons authorised by you to be in the theatre, or who are there in connection with the event, must follow these safety rules at all times:
- 16.3.1. Do not place any obstructions on stairs or in passages or obstruct access to all places of work in any way.
  - 16.3.2. Use hand rails when ascending or descending stairs and do not run.
  - 16.3.3. Clean up any spillages on floors and staircases immediately.
  - 16.3.4. Do not allow the cables of machinery, electrical appliances and telephones etc. to trail on floors where they are likely to cause a tripping hazard.
  - 16.3.5. Do not obstruct fire exits or access to firefighting equipment and ensure that you know how to use the equipment. Do not wedge open fire doors.
  - 16.3.6. Make sure you know the evacuation procedure in case of fire and all means of escape from the building.
  - 16.3.7. Do not try to lift or carry any load that is too heavy or bulky: get help. Make sure you can see over any load you are carrying.
  - 16.3.8. If you have to climb, use suitable ladders and ensure they are properly secured at the top and/or bottom. If this is impractical, a person must foot the ladder at the base. Do not use chairs, boxes etc.
  - 16.3.9. Keep articles of clothing and other combustible materials away from open fires, electric or gas heaters and naked light bulbs.
  - 16.3.10. Do not attempt to install or service electrical fittings or equipment. This must only be done by a competent electrician.
  - 16.3.11. Remove plugs from sockets before cleaning appliances. Report any defects and faults with appliances to the Technical Manager immediately.
  - 16.3.12. Protective clothing and equipment including appropriate PPE must be worn at all times when doing work of a hazardous nature.
  - 16.3.13. Make sure you know the person responsible for the first aid equipment and where the equipment is kept.
  - 16.3.14. Report any dangerous conditions to the Technical Manager.
  - 16.3.15. Accidents, no matter how small, must be reported to the first aider on duty for the appropriate entry to be made in the Accident Book.
  - 16.3.16. Any electrical equipment brought into the theatre must be set up by a competent person and the equipment is the responsibility of that person or their authorised representative.

#### **17. Capacity of Theatre:**

- 17.1. It is the duty of the hirer to ensure that the maximum number of persons admitted to the theatre does not exceed the limit imposed by the licensing and fire safety authorities. You should agree the seating arrangements for every event in advance with the Technical Manager.

#### **18. General Information:**

- 18.1. No variation of these Terms and Conditions shall be binding upon you or us unless it is in writing and signed by both parties. Any such variation shall be particular to the circumstances and shall not be regarded as a general variation.
- 18.2. The failure of either you or us to insist upon strict performance of any provision of these Terms and Conditions, or the failure of either you or us to exercise any right or remedy to which we are entitled, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by these Terms and Conditions.
- 18.3. Subject to the specific limitations set out in these Terms and Conditions, no remedy conferred by any provision of these Terms and Conditions is intended to exclude any other remedy except as expressly provided for in these Terms and Conditions and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder under existing law or in equity by statute or otherwise.

- 18.4. If any provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been executed with the invalid, illegal or unenforceable provision eliminated.
- 18.5. You may not transfer the benefit of the hiring or sub-let the theatre.
- 18.6. A person who is not a party to any contract under these Terms and Conditions has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of these Terms and Conditions but this does not affect any right or remedy of a third party which exists or is available apart from that act.
- 18.7. These Conditions shall be governed by and construed in accordance with English Law and each party hereby submits to the exclusive jurisdiction of the English Courts.