

## **AMATEUR PLAYERS OF SHERBORNE**

### **Sherborne Studio Theatre – Terms and Conditions of Hire**

These Terms and Conditions of Hire apply to all hirings of the Theatre. If the Hirer is in any doubt as to the meaning of the following, a member of the Theatre Committee of the Amateur Players of Sherborne (APS) should be consulted ([theatre@aps-sherborne.co.uk](mailto:theatre@aps-sherborne.co.uk)).

“**Premises**” shall from hereafter include the auditorium, gallery, kitchen, foyer, Green Room, porch and lavatories.

“**Hirer**” shall mean an individual or where the Hirer is an organisation, the authorised representative.

These conditions prohibit the hire of the hall to anyone under the age of 21 years. An older person making a booking on behalf of someone younger than 21 years old must be aware of the responsibilities for which they will be liable.

**A verbal booking (subject to availability) will only be confirmed on receipt of the following by the Theatre Committee in advance of the proposed booking:**

- A copy of the Agreement to Hire Form being signed and returned together with the Deposit payment.
- Full payment of the Deposit as also shown on the Agreement to Hire Form.
- Full payment of the Hire Fee as shown on the Agreement to Hire Form.
- A stamped addressed envelope (allowing for the return of the Deposit)

(A total refund of the Deposit will be returned to the Hirer, once the Hall has been inspected by a member of the Theatre Committee and it is deemed that no damage has been done to the Premises, the Premises have been left in a clean and tidy condition, and that no further expense will be incurred by the Amateur Players of Sherborne in accordance with this booking)

### **1 Supervision**

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the care of the fabric and the contents; safety from damage however slight or change of any sort and the behaviour of all persons using the premises (the maximum capacity shall not exceed 60 People); including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

**As directed by the APS Theatre Committee, the Hirer shall pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for any loss of contents.**

The APS Theatre Committee will hold a complete inventory which can be inspected at any time by the Hirer, of all known damage; this inventory will also include the Contents, fixtures and fittings of the Hall.

### **2 Use of Premises**

The Hirer shall not use the premises for any purpose other than that described in the Agreement to Hire form as signed by the Hirer, and shall not sub-let or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

### **3 Indemnity**

The Hirer shall indemnify and keep indemnified each member of the APS Theatre Committee, its volunteers, agents and invitees against:

(a) The cost of repair of any damage done to any part of the premises including the structure thereof or the contents of the premises and

(b) All claims in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer.

The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against all claims arising as a result of the hire and on demand shall

produce the policy and current receipt or other evidence of cover, to the APS Theatre Committee. Failure to produce such policy and evidence of cover will render the hiring void and enable the APS Theatre Committee to re-hire the premises to another hirer.

(c) The Hirer agrees that the Amateur Players of Sherborne as a group, and any individual representing the Amateur Players of Sherborne, will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the hirer or by any person for whom the hirer is responsible who may be on the premises of the Sherborne Studio Theatre, or for any loss of or damage or injury to any property belonging to the hirer or to any other person for whom the hirer is responsible.

#### **4 Stored Equipment**

The APS Theatre Committee accepts no responsibility for any stored equipment or other property brought onto or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The APS Theatre Committee may, at its discretion, in either of the following circumstances:

(a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due, **remove the same within 1 day after the agreed storage period has ended.**

(b) in respect of any other property brought onto the premises for the purposes of the hiring, failure by the Hirer to remove the same within 1 day after the hiring; **dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.**

#### **5 No Alterations**

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the APS Theatre Committee. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the APS Theatre Committee remain in the premises at the end of the hiring and become the property of the APS or be removed by the Hirer who must make good to the satisfaction of the Committee any damage caused to the premises by such removal.

#### **6 Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to a member of the APS Theatre Committee as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995, (RIDDOR).

Any failure of equipment belonging to the APS must also be reported as soon as possible.

***Access to the gallery, and ascending the stairs leading to the gallery, is strictly prohibited at all times to all hirers.***

#### **7 Licences**

The Hall does not have an alcohol Licence. Therefore, the Hirer shall be responsible for obtaining such Licences as may be needed whether for the sale or supply of intoxicating liquor, in respect of consumption on the premises.

#### **8 Gaming, Betting, and Lotteries**

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and Lotteries.

## **9 Health and Hygiene**

The Hirer shall, if preparing, serving or selling Food, observe all relevant Food Health and Hygiene Legislation and Regulations.

## **10 Electrical Appliance Safety**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe and in good working order, and used in a safe manner. The APS Theatre Committee reserves the right to examine the required Certification issued by a competent Person or Company in respect to the testing of any such electrical appliances or equipment.

## **11 Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and the Local Magistrate's Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment.

A fire-risk assessment for known hazards has been carried out by the APS Theatre Committee. The introduction of a new fire risk by the Hirer either as a source of ignition e.g. Lighting of Candles, or as new flammable materials e.g. solvents, paper hangings must be accompanied by a risk assessment carried out by the Hirer.

## **12 Compliance with the Children Act 1989**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons have access to the children. (The Hirer will be expected to have made themselves aware of the liabilities stated in the above legislation).

## **13 Compliance with the Health Act 2006 Prohibition of Smoking in Public Places**

The Hirer shall, and shall ensure that the Hirer's invitees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. (The Hirer will be expected to have themselves aware of the liabilities stated in the above legislation).

## **14 Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the APS Theatre Committee. No animals whatsoever are to enter the Kitchen at any time.

## **15 Sale of Goods**

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any Code of Practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall the organiser's name and address and any discounts offered are based only on Manufacturers' Recommended Retail Prices. (The Hirer will be expected to have made themselves aware of the liabilities stated in the above legislation).

## **16 Noise**

The Hirer shall ensure that the minimum level of noise is made on arrival, during the Hire period and departure, particularly late at night and early in the morning. No music shall be played after 11.30pm

## **17 The right to enter**

Any APS Theatre Committee Member has the right to enter the Hall at any time other than during events falling under the provisions of the Children Act 1989.

### **18 End of Hire Period**

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, with the premises being properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the APS Theatre Committee shall be at liberty to make an additional charge.

### **19 Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the APS Theatre Committee is unable to conclude a replacement booking, the question of the payment or the repayment of the Hire fee shall be at the discretion of the APS Theatre Committee.

The APS Theatre Committee reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) The premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election
- (b) The APS Theatre Committee reasonably consider that (1) such hiring might lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (2) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- (c) The premises becoming unfit for the use intended by the Hirer.

### **20 No Rights**

The Agreement to Hire constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

### **21 The APS Theatre Committee contact in relation to this booking is :**

\_\_\_\_\_

Telephone \_\_\_\_\_

Personal email \_\_\_\_\_

APS email: [theatre@aps-sherborne.co.uk](mailto:theatre@aps-sherborne.co.uk)

The Code for access to the Theatre keys will be given by arrangement with the relevant committee member and the keys must be placed back in the key-safe at the end of the Hire period. Failure to return the keys as directed may result in the Deposit being retained in its entirety at the discretion of the Theatre Management Committee. The Theatre must not be accessed outside of the hours agreed, due to the setting of security/fire alarms.

## Sherborne Studio Theatre – Agreement to Hire

I, (full name).....

of (full address including Postcode).....

.....

wish to hire the Sherborne Studio Theatre for private hire

**From ..... (hrs) until .....(hrs) on ..... (DD .....(MM),.....(YY)**

I wish to make this a weekly repeat booking according to a calendar agreed with the APS Theatre Committee: **YES/NO**

**The Fee** for hiring the hall will be **£25 for 3 hours** which will allow the hall to be used for

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*Note: The alarm systems will be disabled, and the theatre may be accessed, between the hours of .....(hrs) and ..... (hrs) on the relevant day(s)*

**In addition** to the above fee, a **Deposit of £150** will also required to be paid in accordance to the Terms and Conditions of Hire to secure the booking.

A verbal booking (subject to availability) will only be confirmed on receipt of the following:-

- Payment of the Deposit as agreed above.
- This copy of this Agreement to Hire being signed and returned by the Hirer.
- A stamped addressed envelope (allowing for the return of the Deposit)
- Full payment of the hire charge at least 2 days before the date of hire
- Evidence of public liability insurance

Upon completion of all the above, the key code will be given to release the keys.

**As Witness the hands of the parties hereto:**

**Signed by the authorised representative on behalf of the APS Theatre Committee.**

**Date:** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

**Signed by the Hirer (I have read a copy of the “Terms and Conditions of Hire” and I agree to abide by them)**

**Date:** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

**Contact TelephoneNumber(s)** \_\_\_\_\_

**Contact email address** \_\_\_\_\_

**Name of Organisation (if applicable)** \_\_\_\_\_

**Private Insurance: – I have taken out adequate private insurance to cover myself as the Hirer in respect of damage or loss of property or injury to persons arising from the above booking.**

**Date:** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_