



TERMS AND CONDITIONS OF HIRE

This Agreement is made between the Hirer and the Venue. The parties agree that the hiring will be carried out in accordance with this Agreement.

Definitions and Interpretation

- The Venue/Premises – Holybourne Theatre, London Road, Holybourne, Alton, Hants, GU34 4EL
- The Hirer – the person or organisation as set out on the Request for Hire
- Management– The Trustees and Committee of Holybourne Theatre
- Hire Charge –the hire charge the Hirer is required to pay to the Venue as set out on the Invoice(s), including any charges that may be made in respect of equipment hired, services provided and other additional charges.
- The Period of Hire –the period set out in the Confirmation of Hire, this is inclusive of set-up and tear down time. The minimum hire period is one hour (except by express exceptional agreement with Management).
- Hire Date – the first date of the period of hire. In the case of regular bookings it is the first date included in the monthly invoice
- Request for Hire – the Booking Form or such other electronic or written requests to book the premises
- Confirmation of Hire – such intimation of the date and times of hire requested by the hirer and confirmed as booked by the Venue

1. Use of Premises

1.1. The Hirer shall not use the Premises for any purpose other than that described on the Request for Hire and shall not sub-hire or use or allow the Premises to be used for:

1.1.1. Any political rallies or demonstrations.

1.1.2. For purposes which are illegal i.e. be they forbidden by law or unauthorised by official or accepted rules.

1.1.3. For functions attended by people whose presence may cause civil unrest or division within the community.

1.1.4. To an organisation or individual which has been banned by law.

1.1.5. Ball games are not permitted as they may damage lighting and sound equipment.

1.1.6. Or to do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

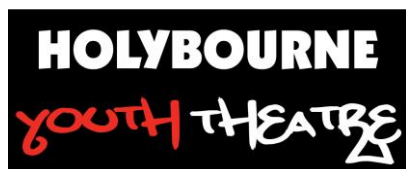
1.2 The theatre can only be used within the permitted premises licensing hours (see below):

Time From	Time To
Monday-Thursday	19:00 22:30
Friday	19:00 23:00
Saturday	09:00 23:00
Sunday	14:00 18:00 (live/recorded music up to 16:30)

1.3 Hirer may not use any of the theatre's lighting, sound, costumes, props or musical equipment without permission. The lighting gallery is strictly out of bounds. Hirers are not permitted in the loft storage areas, under the stage or open the electrical cupboards or fuse boxes.

1.4 The theatre's external buildings are not included in the remit of the hire.

1.5. The Venue reserves the right to exclude or eject from the Premises any person, and to cancel any booking where it considers:



1.5.1. That such events may be contrary to the interest of the general public or contrary to any law or Act of Parliament. Any bookings will also be subject to consideration from the police to ensure the safety of the community is assessed against the request for a venue booking

1.5.2. The users of the premises may do something that may cause or pose a risk of loss, damage or significant expense to the Venue or harm the reputation of the Venue.

1.6 The building must not be left unoccupied at any time during the hire, unless it is securely locked up.

2. General Conditions

2.1 Holybourne Theatre is a working theatre, this means items are often left around the building related to recent or upcoming performances. The Hirer is expected to exercise caution and common-sense in using the premises to prevent accidents or breakages.

2.2 The Hirer shall ensure that no equipment, goods or other materials are left on the Premises overnight, except by express agreement with the Management. The Venue accepts no responsibility for goods or belongings left on the premises.

2.3 The Hirer must ensure that no goods which are illegal, counterfeit, dangerous or deemed to be of an offensive or inappropriate nature (as determined at absolute discretion of the Management) are displayed or offered for sale on the Premises.

2.4 Any items deemed to be of an offensive or inappropriate nature by the Management shall be removed from display or sale immediately on the request of the Venue.

2.5 Smoking and/or vaping is not permitted in the building.

2.6 NO SMOKE MACHINES OR PYROTECHNICS are to be used on the premises AT ANY TIME as they may set off the fire alarms and automatically call out the Emergency Services which will incur a penalty charge on the hirer.

2.7 No animals are permitted in the Venue (except guide dogs or other assistance animals) other than by express agreement with the Management.

2.8 If balloons, and in particular helium balloons, are used during your booking these must all be deflated and disposed of at the end of your event.

2.9 The Hirer must not before, during or after the period of their hire cause nuisance or annoyance to neighbouring occupiers nor cause excessive noise. The Hirer will indemnify the Venue for all losses and expenses caused in the event of their failure to comply with this requirement.

2.10 Access to the venue before the booked time cannot be guaranteed and must be made by prior arrangement with the Management. An additional charge may be levied.

2.11 Use of the lawn areas must be made by prior arrangement with the Management.

2.12 The Hirer is expected to get out any equipment (e.g. tables, chairs, crockery).

2.13 The Hirer is expected to clean and put away any equipment used within the period of their hire. Failure to do so may incur a charge.

2.14 The hirer will be legally responsible for any damage, howsoever caused by the hirer or associated attendees, to the Venue and property during the period of hire.

2.15 In the event of the Hirer not vacating the premises by the end of their period of hire a charge of up to double the maximum hourly hire charge for the premises may be made.

2.16 The Management, their Representatives or staff have the right of entry at all times without notice.

2.17 The Hirer must be over 21 years of age and is personally responsible for the good behaviour and safety of their staff, guests, visitors and attendees, and must ensure that they observe the relevant rules of the Centre, Licensing Laws, local byelaws and conditions of hire as applicable.

2.18 The hirer is not permitted to access the theatre's stock of sweets, snacks or alcohol.

2.19 The decision of the Management shall be FINAL in all respects, and this includes the right to:

- 2.19.1. Cancel any booking due to unforeseen circumstances without being liable to costs
- 2.19.2. Refuse admission.
- 2.19.3. Reduce the noise level.
- 2.19.4. Decline any single booking.
- 2.19.5. Require the hirer to leave the premises on any deemed infringement of the Conditions of Hire.

3. Payment and Amount Due (All Hires)

- 3.1. The Hirer shall make payment of the total Amount Due within 7 days of the date of the invoice.
- 3.2. The details of the total Amount Due are set out in the Invoice(s).

4. Payment and Amount Due

- 4.1. If the booking is cancelled within 7 days of the function, the full hire charge may be charged.

5. Maximum capacity

- 5.1. The Hirer will not exceed the maximum capacity for the Premises which is 120 people.

6. Food and Drink

- 6.1. The Hirer shall if preparing, serving or selling food comply with all health and hygiene legislations and regulations.
- 6.2. If the Hirer wishes to use caterers on the Premises during the Period of Hire, the Hirer must ensure that the caterers comply with all health and hygiene legislations and regulations.
- 6.3 If the Hirer wishes to make alcohol available then appropriate licences must be obtained.

7. Licences & Copyright

- 7.1. The Hirer shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer shall indemnify the Venue against the consequences of the Hirer's failure to do so.
- 7.2 Portable electrical equipment brought into the building should have a recent PAT test.

8. Children and Vulnerable Persons

- 8.1. The Hirer shall ensure that where an event involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate child protection policies and procedures in place.
- 8.2. The Hirer shall ensure that where an event involves activities aimed predominantly at vulnerable persons they have appropriate safeguarding policies and procedures in place.
- 8.3. The Venue does not hire for parties for the age range 16-25, unless in exceptional circumstances at the Management's discretion.
- 8.4. The Hirer shall ensure that no person under 18 years of age is permitted to enter the kitchen or backstage areas.
- 8.5. All users of the Theatre are reminded that children must be supervised at all times when on the Theatre premises. This explicitly includes the lawn area outside.

9. Insurance

9.1. During the period of the hire, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the Premises and shall indemnify the Venue from and against any expense, liability, loss, claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hire except where due to the negligence of the Venue or their respective staff, volunteers or agents.

9.2. We recommend that Hirer's consider obtaining Public Liability Insurance if their activities might lead to possible injury.

10. Data Protection

10.1. Personal data supplied on the Room Hire Booking Form will be held and will be used by the Venue in accordance with the current data protection legislation and guidance for management, planning and in the provision of hire services by the Venue and will not be shared with any other bodies.

10.2 CCTV is active in areas of the building and outside.

11. Advertising

11.1. No advertising shall be displayed at or on the Premises (internally or externally) without the permission of the Management. In particular this applies to the external walls of the building, car parking and lawn area.

11.2. Any artwork or other advertising for the event must be approved by the Management.

12. Fire and other Emergency Procedures

12.1. The Hirer is required to be aware of the escape routes in case of an emergency. On the sounding of the alarm, hirers and their members are to leave the building by the nearest safe exit, all of which are clearly marked, and assemble in the car park. Where appropriate, a roll call is to be taken to ensure that everyone in the group has left the building. The hirer is to report to the responsible person present that everyone has been accounted for.

12.2. The theatre has a documented Fire Evacuation Procedure and Fire Safety Risk Assessment which can be seen on request.

13. Further General Terms

13.1. The Venue may from time to time amend or add to the Terms and Conditions of Hire in writing.

13.2. The Hirer shall ensure that their event/hire complies with all relevant legislation and regulations.

13.3. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.

13.4. This Agreement will be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.

COMPLAINTS PROCEDURE: Any complaints should be made to the Management