



Hire of Aldridge Youth Theatre: Terms and Conditions

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TERMS AND CONDITIONS

These terms will form part of a legally binding document and you should read it carefully before making an application to hire Aldridge Youth Theatre. If we accept your application you will be bound by these Terms and Conditions. Please make sure that they contain everything you want and nothing you are not prepared to agree to. If you have any questions about the contents of these Terms and Conditions, our list of Costs and Inclusions of Hire or any other matter, please contact the Hiring Secretary before making your application.

1. DEFINITIONS:

In these Terms and Conditions the following words and phrases mean the following:

- Act refers to the Theatre Act 1968;
- Hiring Form means our application form to hire the Theatre;
- Hiring Secretary means the person for the time being holding the post of Hiring Secretary of the Theatre but can include the Hiring Secretary's duly authorised representative;
- Confirmed Hire means a booking of the Theatre that has been confirmed in writing/e mail by the Hiring Secretary;
- Deposit means the deposit payable (if any) on submission of the Hiring Form;
- Event means the purpose for which the Theatre is hired, as stated on the Hiring Form;
- Hire Charges means all sums payable by you for the hire of the Theatre under these Terms and Conditions, as set out in our current list of Costs and Inclusions of Hire;
- Hire Contract means the contract for the hire of the Theatre as governed by these Terms and Conditions and our current list of Costs and Inclusions of Hire;
- Hire Period means the period of hire of the Theatre booked by you;
- Registered Office means Aldridge Youth Theatre (AYT), Aldridge. Charity Registration Number 503321;
- Theatre means Aldridge Youth Theatre (AYT), Noddy Park Road, Aldridge, WS9 8NQ or any part thereof including the car park and grounds.
- The Hirer means the person who signs the Booking Form or the firm, company or organisation on whose behalf the Booking Form is signed;

2. APPLICATIONS:

- 2.1 If you wish to hire the Theatre you should initially contact the Hiring Secretary with regard to available dates. When you have chosen your preferred date(s), you should then complete the Hiring Application Form and return it to the Hiring Secretary within 14 days.

- 2.2 Your Hiring Application Form must state the precise nature of the Event for which you wish to hire the Theatre. Applications for hire cannot be accepted in any other format than AYT's official Hiring Application form.
- 2.3 The Hirer must comply and obtain all requisite permissions and authorities for the production of the Event and these MUST be displayed during performances.
- 2.4 Until the Hiring Secretary has received a signed copy of your Hiring form, you have paid non-refundable deposit (if requested), and one copy of the Hiring form has been returned to you counter signed by the Hiring Secretary or receipt by you of a confirmatory Email sent by the Hiring Secretary no contract is formed.
- 2.5 Applications for bookings will not be considered from persons under 21 years of age.
- 2.6 AYT Management Committee 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 AYT Management Committee consider necessary. Where AYT Management Committee accepts an application for booking subject to additional terms and conditions. The hiring is only confirmed when you notify the Hiring Secretary in writing of your agreement to the additional terms and conditions.
- 2.7 Applications for evening bookings will only be accepted on the basis that the function will finish no later than 11.45pm on that evening and all personnel will be out of the Theatre by 12.00midnight.

3 HIRE CHARGES:

- 3.1 AYT Management Committee charge for hiring the Theatre in accordance with its list of Costs and Inclusions of Hire, see appendix 1.
- 3.2 On acceptance of your booking any Deposit that you pay will be deducted from the total Hire Charges you pay. If your booking is not accepted, any Deposit you pay with the Hiring Form will be returned to you.
- 3.3 AYT hire charges are reviewed at the AGM and apply from the first (1st) of August annually and may increase. We will inform you of any change. You have 14 days after this notification to cancel the booking in writing where upon any deposit paid will be refunded without interest.

4 PAYMENT:

- 4.1 The total amount of the Hire Charges and all other associated costs are payable 14 days after the delivery of the invoice. Failure to do so may incur interest charges on a daily basis at a rate 4% above the base rate of Lloyds Bank at the time of hire
- 4.2 Cheques should be made payable to "Aldridge Youth Theatre".
- 4.3 Should the hirer not use the booking they will still be liable to a charge

5 CANCELLATION BY US:

- 5.1 AYT Management Committee may cancel your booking in circumstances where:
 - 5.1.1 You commit a material breach of these Terms and Conditions, or you commit a non-material breach and fail to remedy it within the time given in a notice from us specifying the breach and requiring its remedy;
 - 5.1.2 AYT Management Committee reasonably believe that you have mis-stated the nature of the Event on the Booking Form.
 - 5.1.3 a Force Majeure Event occurs (a Force Majeure Event means where the Theatre becomes unavailable for a reason outside AYT Management Committee's control,

for example: calamity; civil war; terrorism; fire; flood; earthquake; strikes or lockouts; withdrawal of consents or licenses; breakdown of machinery; failure of supply of electricity or gas; government restriction; act of God; necessary and unavoidable repairs or health or safety concerns);

- 5.2 If AYT Management Committee need to cancel your booking for any of these reasons AYT Management Committee will explain the reasons to you and give you as much notice as is reasonably possible in the circumstances.
- 5.3 If AYT Management Committee cancel your booking:
 - 5.3.1 for either of the reasons set out in clause 5.1(1) and (2) above, AYT will be entitled to retain of your Deposit and/or Hire Charges. The sum retained will be sufficient to cover the costs AYT suffers because of the cancellation.
 - 5.3.2 for the reasons set out in clause 5.1.3 above, AYT will refund any Deposit or Hire Charges you have paid (or in the case of partial cancellation, a fair proportion of them).

6. PERMITTED USE:

- 6.1 You must not use the Theatre for any purpose other than that stated on your Booking Form. A member of AYT Management Committee or a person authorized by them has the right to inspect your use of the Theatre at any time during your occupation of the Theatre.
- 6.2 You must not use the Theatre for:
 - 6.2.1 the sale of goods by auction to the public;
 - 6.2.2 running a lottery
 - 6.2.3 any gaming
- 6.3 The hirer must ensure the no obscene, indecent, immoral or otherwise objectionable material shall be performed at the theatre in respect the decision of AYT Management Committee will be final.
- 6.4 The hirer shall ensure that the emission of noise associated with any function shall be kept at a reasonable level in respect of which the opinion of the AYT Management Committee will be final and binding on the hirer

7 EQUIPMENT:

- 7.1 As part of the Hire Contract AYT Management Committee will provide you with the equipment set out in Appendix 1
- 7.2 You must not obstruct the gangways, aisles, corridors, stairs, vestibules, landings, entrances or exits of the Theatre with chairs, tables, furniture or any other equipment.
- 7.3 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.
- 7.4 You must not bring or install any lighting or heating apparatus (electrical or otherwise) into the Theatre without the consent and in accordance with the requirements of AYT Management Committee
- 7.5 No open fires, creosotes, petrol or spirit stoves or machinery or any dangerous or inflammable materials or dangerous props should be brought into or used in any part of the Theatre without prior approval from the AYT Management Committee
- 7.6 You may not use effects such as smoke, pyrotechnics, strobe lighting, open flame, confetti/snow, CO2 or oil without the prior written consent of the AYT Management Committee.

- 7.7 AYT Management Committee may refuse to allow any article or appliance which may be considered dangerous or offensive to be brought into the Theatre.
- 7.8 None of the Theatre's equipment must be removed
- 7.9 The heating in the Theatre is the responsibility of AYT Management Committee and the Hirer shall request them to make any adjustments necessary. No unauthorised person shall interfere with the heating installation.
- 7.10 If the hirer damages or finds faulty equipment they must immediately report it to the AYT Management Committee in writing

8 MAKING GOOD DAMAGE:

- 8.1 You must repay to the AYT Management Committee 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

9 THEATRE STAFF:

- 9.1 For any performance, other than where the AYT Management Committee is contracted to provide staff (House Manager/ technical staff/stewards/fire marshals), the hirer must ensure that there are sufficient competent and responsible persons, over 18 years old, to undertake these roles . This is in addition to the House Manager .The Hirer shall acquaint himself with the standard fire drill procedure – appendix 4

10 REQUIREMENTS AND RESTRICTIONS:

- 10.1 Access - All performers are required to use the Stage Door. The front doors of the Theatre are for public access only. AYT Management Committee at all times retain the exclusive right to determine the opening and closing times of and the restrictions on entry to the Theatre.
- 10.2 Stage and Dressing Rooms - Except by arrangement with AYT Management Committee, no person other than persons with the consent of the hirer shall be permitted into areas other than those that have been hired.
- 10.3 Conduct and Good Order - You are responsible for good order and conduct of all persons in the Theatre at all times during the Hire Period.
- 10.4 Alcohol may not be consumed on the theatre premises unless permission has been given by AYT Management Committee
- 10.5 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 removed within the time limit agreed.
- 10.6 Right of Entry – AYT Management Committee reserve a right of entry to the Theatre for any Management Committee members, Police Officers, Fire Officers or any person authorised by AYT Management Committee in pursuit of their duties at all times.
- 10.7 Complaints - Any complaint about any of the arrangements made by AYT Management Committee in connection with the Event should be directed in writing in the first instance to the Chair of AYT Management Committee within 7 days of the cause of such complaint arising.

11 LIMITATION OF LIABILITY:

- 11.1 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.
- 11.2 AYT Management Committee are responsible for losses you suffer as a result of AYT breaching our obligations under the Hire Contract if the losses are a foreseeable consequence of AYT breaching those obligations. AYT are not responsible for indirect losses which are not foreseeable by you.
- 11.3 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 Hiring Secretary to make arrangements to view the Theatre.

12 INTELLECTUAL PROPERTY:

- 12.1 No copyright music or other material shall be performed unless the hirer has obtained the requisite licence from the copyright holder(s) prior to the commencement of the hire of Aldridge Youth Theatre. This licence must be produced if requested by any member of Aldridge Youth Theatre Management Committee. The hirer shall indemnify Aldridge Youth Theatre for any infringements of copyright that may occur during hire of the theatre
- 12.2 AYT Management Committee reserve the right to require the Hirer to provide the AYT Management Committee with a copy or sight of any licence or permit.

13 HEALTH AND SAFETY:

- 13.1 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 etc. If you have any queries in this respect, you should contact the Hiring Secretary
- 13.2 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 Hiring Secretary.
- 13.3 You and all persons authorised by you to be in the Theatre, or who are there in connection with the Event, must follow the following safety rules at all times:
 - 13.3.1 All persons connected with the hiring of the theatre MUST sign in using either the Front of House, Sound and Lighting Signing In/Out File (Located in the Box Office) or the Crew Signing in File (located backstage on the Prompt Desk)
 - 13.3.2 Do not place any obstructions on stairs or in passages or obstruct access to all places of work in any way.
 - 13.3.3 Clean up any spillages on floors and staircases immediately.
 - 13.3.4 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.
 - 13.3.5 Be aware of and follow AYT's Fire Safety Policy, including: sufficient Fire Marshals are on duty; fire exits are kept clear; fire doors are unhindered and closed at all times; all public doors must be unlocked and free to open. Detailed instructions covering procedures in the event of a fire, are displayed in the foyer, office, dressing rooms and in the lighting/sound room.

- 13.3.6 Make sure you know the evacuation procedure in case of fire and all means of escape from the building.
- 13.3.7 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.
- 13.3.8 Keep articles of clothing and other combustible materials away from open fires, electric or gas heaters and naked light bulbs.
- 13.3.9 Do not attempt to install or service electrical fittings or equipment. This must only be done by a competent electrician.
- 13.3.10 Any equipment brought into the Theatre must be set up by a qualified person and the equipment is the responsibility of that person or their authorized representative.
- 13.3.11 Remove plugs from sockets before cleaning appliances. Report any defects and faults with appliances to the Hiring Secretary immediately.
- 13.3.12 Make sure you know the location of first aid kits.
- 13.3.13 Report any dangerous conditions to the Hiring Secretary.
- 13.3.14 Accidents, no matter how small, must be recorded in the AYT Accident Log Book which is located in the foyer office.
- 13.3.15 No work including setting of scenery is to be carried out by any person working alone.

14 GENERAL INFORMATION

- 14.1 Any notice or other communication given under these Terms and Conditions shall be in writing and shall be served by delivering it personally or sending it pre-paid recorded delivery or registered post or E-Mail to the address and for the attention of the relevant party as set out in clause 14.2 and 14.3 below (or as otherwise notified by that party). Any such notice shall be deemed to have been received:
 - 14.1.1 If delivered personally, at the time of delivery;
 - 14.1.2 In the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting; or
 - 14.1.3 In the case of E-mail, at the time of transmission.
- 14.2 For the purpose of clause 14.1 the address is: Aldridge Youth Theatre, Noddy Park Road, Aldridge WS98NQ, E-mail: hire@aldridgeyouththeatre.co.uk marked for the attention of the Hiring Secretary.
- 14.3 Your address for the purposes of clause 14.1 shall be as stated on the Hiring Form, unless you notify us otherwise.
- 14.4 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.
- 14.5 The hirer shall not rehire or sub-let the Theatre or any part thereof.
- 14.6 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.
- 14.7 Without prejudice each and every clause herein the Hirer must comply with all laws and Bylaws.

Explanatory Notes Introduction:

Aldridge Youth Theatre comprises a 154 seat auditorium together with the provision for 2 wheelchairs and 2 carers on the front row. Extra loose seating must NOT be taken into the auditorium, standing is NOT permitted and all audience members, including children, must sit on their own seat.

The venue is available to hire for commercial, professional, amateur and community performances, arts and educational organisations, conferences, training sessions, meetings and similar events

Application process:

Please read through this entire application pack, including Hire Terms and Conditions. If you have any queries or wish to book the Theatre then please contact the Hiring Secretary to check the availability of your preferred dates. If your dates are available they will be provisionally held - subject to AYT Management Committee discretion - for a maximum of 14 days or until you have submitted your formal Hire Application Form - disclosing full details of your proposed event. Your booking is only confirmed once you have received confirmation from the Hiring Secretary, and you have returned a signed contract including the Theatre's Hire Terms and Conditions, copies of any licences required and deposit. Your application form can be submitted to the AYT by post to The Hiring Secretary: Aldridge Youth Theatre, Noddy Park Road, Aldridge WS98NQ

General Notes

- 1 You can apply to hire the Theatre up to 12 months in advance. You may also arrange with the Hiring Secretary to hire the Theatre on an annual or more frequent recurring basis.
- 2 Before you submit a Hiring Form, you should request confirmation from the Hiring Secretary of
 - 2.1 the Hire Charges payable for your proposed hiring and how long those Hire Charges remain valid;
 - 2.2 the method of payment that you should use; and
 - 2.3 the amount of Deposit required with your Booking Form.

The Hiring Secretary will confirm this in writing.

- 3 In light of the limitations on liability contained in the Terms and Conditions of Hire, we strongly recommend that you obtain cancellation insurance.
- 4 The hirer shall be at liberty to provide and sell non-intoxicating refreshments in the Theatre in the foyer for consumption in designated areas.
- 5 It is the duty of the Hirer to ensure that the maximum audience capacity does not exceed 154.
- 6 The Box Office in the theatre foyer is available for performance nights only.
- 7 All hirers will be provided with the necessary contact details for the Theatre technical staff once the booking has been confirmed and the Booking Form and deposit received. This will ensure you have an understanding of all the technical requirements and schedules that need to be considered and all potential costs involved;
- 8 Hirers have access to all sound, light and stage facilities as agreed in their contract, and outlined in Appendix 1(a) Hire Costs and Inclusions.
- 9 Use of the two stage dressing rooms is included in the hire
- 10 The Theatre does not provide, and is not responsible for, chaperones or safeguarding of minors and vulnerable adults any other direct supervision of cast.
- 11 The hirer shall leave the theatre in a clean and orderly state and any property of the hirer must be removed by 12 noon of the following day or further hiring charges will be incurred
- 12 AYT Management Committee will not produce nor is obliged to distribute publicity materials on behalf of hirers. However supplied materials may be displayed in the foyer at the discretion of the AYT Management Committee, subject to the available space.
- 13 An induction loop for hearing aids is present and switched on in the lighting box