

SE2REHEARSALSPACE

L O N D O N

Terms and Conditions of Studio & Theatre Hire

SE2REHEARSALSPACE is operated by Theatre Street Performing Arts Ltd (TSPA).

These standard conditions apply to all hiring of our premises. If the Hirer is in any doubt as to the meaning of the following, the Manager or other relevant person should immediately be consulted.

1. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

2. Supervision

The Hirer shall, during the person of the hiring, be responsible for:

- (a) Supervision of the premises, the fabric and the contents;
- (b) Their care, safety from damage, however slight, or change of any sort;
- (c) The behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements and participants exiting the premises

3. Use of premises

The Hirer shall not use the premises for any purpose other than that described in the Booking Agreement 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.

4. 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.

5. Licences

The Hirer shall be responsible for obtaining any such licences as may be needed in respect of the playing of music during the period of hire. No copyright dramatic musical work shall be performed without the licence of the copyright owner and the Hirer will indemnify TSPA against any breach of copyright that may occur during the hiring.

6. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority and the Performing Arts Centre's Fire Risk Assessment or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays. Further, the Hirer shall forthwith comply with all instructions given by the TSPA staff onsite and shall allow them unrestricted access to the Premises at all times during the period of hire.

7. Means of escape

- (a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- (b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

8. Outbreaks of fire

The Fire Service shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Manager.

9. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order and ideally will have a current Portable Appliance Test (PAT) certificate.

10. Accidents and Damage

The Hirer must immediately report all accidents involving injury to the public and any damage to TSPA property to TSPA. Any failure of equipment either belonging to the Premises or brought in by the Hirer must also be reported as soon as possible.

Hirers are responsible for damages. Any cost recovery required will be made from your cleaning & damages deposit. If breakages exceed this value, the Hirer will remain responsible for the difference and will be invoiced accordingly. Failure to meet the cost of breakages will result in further action.

11. Explosives and flammable substances

The Hirer shall ensure that

- (a) Highly flammable substances are not brought into, or used in any part of, the premises and that,
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of TSPA. No decorations are to be put up near light fittings or heaters.

12. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of TSPA.

Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

13. Drunk and disorderly behaviour and supply of illegal drugs

Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premise

16. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises.

17. Compliance with the Children Act 1989 and subsequent legislation, including work with vulnerable adults

The Hirer shall ensure that any activities for children under eight years of age comply with the provision of The Children Act of 1989 and subsequent legislation and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide TSPA with a copy of their DBS Check and Child Protection Policy on request.

18. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisement for any event taking place at the premises and shall indemnify and keep indemnified TSPA accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

19. Sale of goods

The Hirer shall not sell any goods on the premises without the written consent of TSPA, and the sale of alcohol will not be permitted.

20. Film shows

Children shall be restricted from viewing age restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

21. Cancellation

If the Hirer needs to cancel the booking more than 14 days before the date of the event 50% of the hire fee will be payable with 50% refundable. If the event is cancelled less than 14 days prior to booking, no refund of hire charges paid will be payable. The damages deposit will be returned.

22. Cancellation by TSPA

TSPA reserves the right to cancel this hiring for any reason (including the Premises, or any part thereof) being temporarily rendered unfit for the use due to failure of electricity supply, leakage of water or another event deemed an 'act of God') and TSPA further reserves the right to refuse to take a booking. In this event, the Hirer shall be entitled to reimbursement of all monies that have been paid by the Hirer to TSPA but TSPA shall not be liable to make any further payment whatsoever to the Hirer in respect of any resulting losses.

23. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, with any contents that have temporarily removed from their usual positions properly replaced, otherwise TSPA shall be at liberty to make an additional charge.

24. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

25. Hire Fees & Damages Deposit

Hire fees must be paid in advance to secure your booking. No booking will be confirmed until the hire form on our website has been returned and the deposit has been paid. Once the payment is made, the booking form becomes a binding agreement.

A damages/cleaning security deposit of £150 will be required at the time of booking. This is a refundable deposit and will be within 7 days after the event, assuming no damages or additional cleaning is required as a result of the event.

26. Payment

No booking will be secured until full payment is received. Our online booking form becomes binding at the time of payment of fees/deposit.

27. Cost Increases

Hire charges at the Centre will be reviewed annually.

28. Food

The Hirer shall not consume food in any of the spaces hired without express consent from the Management. The Hirer is responsible for clearing up and any additional cleaning charges will be recovered from the Hirer's cleaning & damages deposit.

29. Stored equipment

TSPA accepts no responsibility for any stored equipment or other property brought to 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.

TSPA may use its discretion in any of the following circumstances:

- (a) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in TSPA disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any cost incurred in storing and selling or otherwise disposing of the same.

30. 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 Authorised Representative. The Hirer must remove all such articles at the end of the hiring unless otherwise agreed with TSPA. Any unauthorised articles left on the premises will be disposed of by TSPA as it thinks fit. The Hirer will make good to the satisfaction of TSPA any damage caused by such installation and removal.

31. No rights

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

32. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

End.