

## HIRE TERMS AND CONDITIONS

1. **Applications.** All initial applications for hire must be discussed with Seaton Gateway Theatre administration. The person named on the booking form shall be considered the Hirer. Where an organization is named, the person requesting hire hereby confirms that they do so with full authority of the organization. The Hirer must be over 18 years of age. The Hirer 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. **Deposit.** Depending on the event a deposit may be required, this will be discussed and agreed at the time of booking prior to booking confirmation.
3. **Right of Refusal.** Seaton Gateway Theatre may refuse any application for the hire of the building without stating a reason. No organization shall be deemed to have an undisputed right to an unbreakable series of bookings. In cases of doubt or debate the decision would be referred to the Board of Trustees whose decision will be final.
4. **Occupation and use.** The hire of the building is for the specific activity and agreed times shown on the booking form.
5. **Culpability.** Except for wilful negligence on the part of Seaton Gateway Theatre, the management shall not be responsible for any loss of, or damage to, the hirers or any third parties property arising out of the hiring, nor for any loss, damage or injury which may be incurred by, or be done to or happen to, any persons using the building during the hiring, arising from any cause whatsoever, or for any loss due to the breakdown of machinery, failure or supply of electricity, leakage of water, fire, government restriction or act of God which may cause the building to be temporarily closed or the hiring to be interrupted or cancelled. The hirer shall indemnify Seaton Gateway Theatre against any claim which may arise out of the hiring or which may be made by any person using the building during the hiring in respect of any loss damage or injury.
6. **Entry.** The right of entry to the building is reserved to Seaton Gateway Theatre and any other specified agent and any police officer at any time during the hiring.
7. **Cessation of Activity.** Seaton Gateway Theatre reserves the right to put a stop to any entertainment or meeting not properly or reasonably conducted.
8. **Conduct and Good Order.** Seaton Gateway Theatre expects staff and volunteers to be treated with the utmost respect at all times. The hirer shall ensure that good order is kept in the building during the hiring. The hirer will also ensure that those attending the engagement maintain good order during the arrival and departure from the building. At all times the hirer will take reasonable care to ensure that the occupants of neighbouring properties are not inconvenienced by noise, obstruction by vehicles and the like.
9. **Breakages and Damage.** The Hirer is responsible for all damage to the building, equipment, furniture and property in the building and grounds occurring during the period of the hiring or while persons are entering or leaving the building pursuant to the hire, however and by whomsoever caused. The Hirer will be responsible for replacement 'as new' of any equipment, furniture or property and for the full cost of making good any damage to the building, fixtures and fittings. A deposit may be requested by Seaton Gateway Theatre and held until the
10. **Public Liability Insurance.** Where applicable, hirers must produce a copy of their public liability insurance in the sum of £5 million prior to hiring.
11. **Premises Licence.** Seaton Gateway has a Premises Licence, authorising the following regulated entertainment and licensable activities at the times indicated.
  - a. The performance of plays
  - b. The performance of live music
  - c. Any playing of recorded music
  - d. The performance of dance
  - e. Entertainment of a similar description of that falling within a performance of live music, any playing of recorded music or a performance of dance.
  - f. Entertainment facilities for making music

- g. Entertainment facilities for dancing
- h. Entertainments of a similar description to that falling within entertainment facilities for making music of dancing

**Times of Premises License.**

Monday to Friday 11.00am to 12.00pm

Saturday 12.00pm to Midnight

Sunday 12pm to 10.30pm

**Sale of Alcohol:** If alcohol is sold after midnight, qualified door staff are required for the entire evening.

Alcohol may not be brought onto the premises.

**12. Performing Right Society.** When music is performed by live or mechanical means, as background or as a main feature of the program, a supplementary charge will be made for royalties which are paid by Seaton Gateway to the Performing Right Society. Immediately after each event, each Hirer shall send to Seaton Gateway a list of all musical works performed and of all songs with the name of the author, composer, arranger and publisher of each such composition at a public performance. The Hirer shall indemnify Seaton Gateway against any infringement of copyright that may occur during the hiring.

**13. Capacity.** Seated capacity is determined by the event to a maximum of 230 persons. The maximum standing capacity is 350 persons.

**14. Use of premises.** The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire 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.

**15. 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.

**16. Public safety compliance.** The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, Seaton Gateway Theatre or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The hirer shall also comply with the Hall's health and safety policy.

(a) The Hirer acknowledges that they have identified and read information on the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall, plus ensuring everyone is accounted for.
- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

(b) In advance of an entertainment or play the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

(c) All scenery, props, decorations, borders, drapery, gauze cloths, curtains and similar hangings, on or about the stage, must be rendered and maintained flame resistant.

**17. Electrical appliance safety.** The Hirer shall ensure that any electrical appliances brought by them to the premises and used there have been checked and certified as passing a Portable Appliance Test by a qualified electrician.

**18. 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 Seaton Gateway.

No decorations are to be put up near light fittings or heaters.

**19. 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 Seaton Gateway Theatre.

**20. End of hire.** The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition and all rubbish taken away and in addition any contents temporarily moved from their usual positions must be replaced, otherwise Seaton Gateway Theatre shall be at liberty to make an additional charge of £50. Seaton Gateway Theatre will be responsible for ensuring premises are secured after all events.

**21. Payment** must be made within **7** days of receipt of invoice. Whereas payment is defaulted or exceeding the agreed terms future bookings will be required to be paid in full one month before the booking date.

**22. Late payment of invoice:** Seaton Gateway management may impose a late payment fee and daily interest to outstanding fees in line with our Late Payments policy.

**23. Cancellation.** A cancellation charge will be applied.

**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, comply with any other licensing condition for the premises.

**25. 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 approval of Seaton Gateway Theatre. Any fixture, fitting or attachment which causes damage must be made good by the hirer.