

Stag Community Arts Centre

Stag Theatre/Plaza Suite Terms and Conditions of Hire

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Terms and Conditions of Hire

Please find below a list of the terms and conditions of hire for the use of facilities within the Stag Community Arts Centre. Hirers should note that a reservation cannot be taken or a booking progressed if these are not accepted.

1. Stage Management/Technical

- i) Hirers may use the area booked between 9.00 a.m. and 11.00 p.m. on contracted hire days, or for any specific time slot applicable.
- ii) Changes to the standard stage, lighting and sound settings may not be made by hirers without the express permission of Stag management and may involve additional costs, including to return them to their original state after completion of the hire.
- iii) Additional equipment must not be brought in and used on the premises without the express permission of Stag management.

2. Hire Charges

- i) Comprehensive details are provided on the Hire Charges schedule.
- ii) A non-returnable non-transferable Reservation Fee of £100 is payable on confirmation that the requested date is reserved to the Hirer pending signature of contract (which should occur at least 6 months prior to commencement of the hire period).
- iii) 50% deposit, reduced by the £100 Reservation Fee already paid) is required upon signing the hire contract, with the 50% balance due 14 days before the hire date.
- iv) Please note that in hiring out our facilities, Stag does not guarantee or underwrite the proceeds costs of any hire.
- v) Cheques should be made payable to **Sevenoaks Town Council**.

3. Services

- i) The hire contract is only entered into for the specified hiring purpose. Stag reserves the right to cancel any hire where the hiring purpose is changed significantly from that for which the hire contract was signed.
- ii) Hirer will meet all Terms and Conditions set out in this agreement.
- iii) All backstage areas must be left in a condition as found. Any additional cleaning that Stag management deem necessary will be charged at £25 per hour including VAT, minimum 3.5. hours.
- iv) Food and drink should not be consumed on the stage or stage approach areas.

- v) The auditorium is cleaned and prepared for our audiences use. Hirers should discourage use of the auditorium by members of their company, and must ensure that no food or drink is consumed there and that it is left clean and tidy in anticipation of public access. If Stag Management deem that cleaning is required then a separate charge will be made.
- vi) The Hirer must ensure that all members of the hiring company enter and leave the building only via the Stage Door and that Signing-in/out sheets are provided and used by all personnel.
- vii) The Hirer must keep the stage door secure at all times. On rehearsal and performance days the Hirer must provide a Stage Doorkeeper to be responsible for controlling access to the backstage areas. Stag can provide a Stage Doorkeeper as a chargeable extra if required.
- viii) The Hirer must ensure that the performance spaces will be available for the admission of the public 45 minutes before the start of any scheduled performance.

4. Insurance

- i) The Stag Management and the Hirer will each effect and maintain adequate insurance policies to cover all requisite statutory and other legal liabilities.
- ii) The Stag Management will be responsible for public, third party and employers' liability cover in respect of the venue, the staff of the venue and the general public visiting the venue.
- iii) The Stag Management will not be responsible for loss or theft or damage to property belonging to the Hirer or its employees unless loss or damage is the result of negligence of the Stag Management or its employees and is reported to Stag Management immediately on discovery.
- iv) In any cases not attributed to negligence on the part of the Stag Management, the Hirers shall be responsible for such cover in respect of Hirers and against all risks in respect of the property of the Hirer and its employees arising out of the use and occupancy of the venue. In this respect the Hirer undertakes that the performances and other activities shall not be dangerous nor harmful to employees of the Hirer, employees of the Stag or audiences and other participants, and shall be liable and make good all loss or damage to the property where such loss or damage is the result of negligence of the Hirer or the Hirer's employees.
- v) The Hirer and the Stag shall not do or allow to be done in or about the premises anything whereby any policy of insurance effected by the other may be invalidated or which may cause any increased premium to become payable for such insurance, but shall at all times use all proper precautions to prevent loss, or damage or harm by fire or accident.
- vi) The Hirer must supply a copy of its insurance cover for Public Liability and Damage to Property to Stag Management no later than 14 days prior to the hire date. Stag Management reserve the right to cancel hirings without notice if acceptable Insurance is not exhibited and the Hirer will be liable for the balance of the hire charge

5. Licensing

- i) The Stag holds a Performing Rights Venue Licence permitting performances of copyrighted items without individual licencing where the Performing Right Society administers the copyright on the owners behalf. This is subject to payment of the appropriate licence charge which will be collected by Stag through the Settlement process or by separate invoice if necessary.
- ii) The Hirer will supply relevant Performance Rights Society (PRS) information to the Stag management prior to Settlement taking place. This includes any necessary evidence that a PRS payment need not be made and the value of any tickets sold other than through Stag's Box Office.

6. Copyright (in addition to section 5 above)

- i) The Hirer confirms that it has the right to perform publicly the production(s) set out in the agreement and indemnifies the Stag from and against all actions, claims, proceedings and demands by any third party claiming that the performances to be presented constitute and infringement of the copyright, performing right or other right of a third party.
- ii) Both parties confirm that at the time of signing the agreement they are not under any contract to a third party that might preclude them from fulfilling the engagement set out in the agreement, and that they will not subsequently enter into any such contract and that they have not concealed any change of professional name or description.

7. Safety Regulations

- i) **Smoking is prohibited throughout the building.**
- ii) Dressing rooms - must be kept clean and tidy at all times with the gangways clear of rubbish, props, costumes etc and no obstruction of Fire Exits
- iii) Fire Officer – one of your company must be appointed 'Fire Officer' to be responsible for informing the company of the Fire Drill and for ensuring that in the event of a fire the company vacates the building quickly and safely. The 'Fire Officer' must not be one of the actors in the company and must remain backstage during the performance.
- iv) Health and Safety – In accordance with the provision of the Health and Safety at Work Act 1974, the Stag management states that its policy to provide and maintain as far as is reasonably practical, safe and healthy conditions for all who enter the premises. Anyone entering the building is required to take reasonable care for their own safety and for others who may be affected by their activities. Hirers should comply with all health and safety directions supplied by Stag management.
- v) Electrical Safety – All electrical equipment brought into the venue must have been tested within the last twelve months, marked and records available for inspection. Electrical equipment deemed to be in an unsafe condition by Stag technical staff will not be permitted to be used on the premises.
- vi) Security - One of your company should be made responsible for security, during both rehearsal and performance.

- vii) Parking – One vehicle may be left on the Vehicle lift. Beyond this **NO** hirer vehicles may be parked on the yellow hatched area of the car park. Any vehicles left on the yellow hatched area are liable to be ticketed.

8. Filming

- i) No performance may be filmed, videoed or photographed without the agreement of the Hirer and the Stag management.

9. Cancellation

- i) Both parties will endeavour to avoid cancellation, but should it be deemed necessary, the party cancelling a performance will inform the other at the earliest opportunity.
- ii) At any time where both parties agree that cancellation of a performance is unavoidable and it is caused by circumstances outside the control of either party (i.e. not by default or neglect), the contract ends and the costs are apportioned by mutual agreement.
- iii) Cancellation by Hirer after signature of hire contract other than as above :
 - within 14 days - agreed hire fee due
 - 15 days to 1 month before - 80% of agreed hire fee due
 - Longer than 1 month before - 50% of agreed hire fee due

10. Disputes Procedure

- i) Any dispute, claim or difference arising out of or in connection with this contract, including any questions regarding its existence, validity or termination, shall be determined by arbitration or mediation. The parties shall refer to the Independent Theatre Council (ITC) to nominate a mediator or arbitrator.

Note: where reference is made to a company's employees this also applies to performing arts or other organisations members.