

**Bookings are accepted by The Princess Theatre and Arts Centre on the following terms and conditions:**

**Definitions**

The following words or expressions shall have the following meaning:

|                |   |
|----------------|---|
| “the hirer”    | Means the person signing the form of application and includes the club, organisation, or person, if any, on whose behalf the application is made and such club, organisation or person shall be jointly and severally liable hereunder with the person signing the form of application. |
| “The Princess” | Means the Princess Theatre and Arts Centre run by Burnham-on-Sea and Highbridge Town Council.   |
| “the manager”  | Means the manager of the Princess Theatre and Arts Centre.  |
| “the premises” | Means the land and premises hired for the function as described on the booking form   |

**1. Applications**

1.1 The contract for the hire of the theatre shall not be deemed complete until the standard form of application has been signed by the hirer and accepted on behalf of The Princess.

1.2 The Princess reserves the right to refuse any bookings and terminate at any time any agreement for hire made without giving any reasons. In such cases any deposit paid will be returned.

1.3 Confirmation of booking will not be issued until receipt of the signed booking form. Upon written confirmation being given by The Princess to the hirer a contract will exist between The Princess and the hirer.

**2. Charges**

2.1 Hire charges are reviewed by The Princess management committee annually and any new rates will be applicable from April 1st each year. Irrespective of the charges in force at the time of the booking, the actual charges made will be those in force at the date of the use unless agreed otherwise.

**3. Payment**

3.1 A deposit of 50% of the hire charge must be paid once the booking has been confirmed

unless a different arrangement has been made with the manager of the theatre.

3.2 The remaining balance of the hire charge must be paid on the first day of the hire period unless a different arrangement has been made with the manager of the theatre.

3.3 Where bookings are made within 14 days of the hire date the full hire charge must be paid before the booking is accepted unless a different arrangement has been made with the manager of the theatre.

**4. Cancellation**

4.1 Deposits are not returnable in the event of cancellation.

4.2 Notification of cancellation must be received in writing from the person or organisation who initiated the booking.

4.3 Cancellation fees for the theatre bookings will be applicable as follows

- i) Between one and three months’ notice 75% of the total charge will be made.
- ii) Notice of one month or less and the total charge will be made.

**5. Sub-letting**

5.1 The hirer shall not rehire or sublet the premises or any part thereof. The purpose for which the premises is to be used must be

agreed in advance by the hirer and The Princess and in particular but without prejudice to the generality of this clause use in relation to exhibitions, craft fairs and the like shall require The Princess management's written approval.

#### **6. Damage, loss or accident**

6.1 The Princess will not be liable for any loss or damage to hirers' or any other person's property, howsoever caused. The hirer shall be liable for, and indemnify The Princess against, any loss or damage caused to the premises, furniture, fixtures or equipment as a result of the event or from items being brought into the premises by the hirer, their staff, guests or agents.

6.2 The Hirer shall be liable for and shall indemnify The Princess in respect of any loss, damage or injury which may be incurred by or be done or happen to the Hirer or any person or persons in their employ or any of their contractors or sub-contractors or by or to any other person or persons entering the theatre by reason of the use of the theatre by the Hirer. The Hirer is advised to take up insurance cover against all their liabilities under this and under the preceding clause.

6.3 No exhibitions or other performances will be allowed which involve the use of chemicals, fire or fireworks, nor shall anything be done so as to increase the premium for a policy of fire insurance unless agreed in writing by The Princess management committee.

6.4 The Princess shall not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction of act of God, which may cause the theatre to be closed or the hiring to be interrupted or cancelled.

#### **7. Access**

7.1 The Hirer shall not issue tickets for or authorise or permit the admission to any part of the theatre of persons in excess of the maximum allowed as shown hereunder and the manager or appropriate representative

has authority to take whatever measures they think necessary to ensure the observation of this Regulation.

7.2 The Princess staff shall have the right of free access to any part of the building at all times.

7.3 No exits from the premises may be blocked or restricted or fire appliances removed or in any way tampered with.

7.4 The hire of premises does not entitle the hirer to use or enter the premises at any time other than the specific hours for which the premises is hired unless prior arrangements have been made with the manager.

#### **8. Maintenance of good order**

8.1 The Princess allows the hirer to use the facilities solely for the purpose of the function. The hirer must comply with our Health & Safety regulations at all times.

8.2 The Hirer shall during the hiring be responsible for:

- a) the efficient supervision of the Hall including the effective control of children, the orderly and safe admission and departure of persons to and from the theatre;
- b) the safety of the theatre and the preservation of good order and decency therein;
- c) ensuring that all doors giving egress from the theatre shall be kept unfastened and unobstructed and immediately available for exit during the whole time the theatre is in use. Ensuring no obstruction shall be placed or allowed to remain in any corridor giving egress from the theatre.

8.3 The hirer shall provide such numbers of attendants and stewards as may be in the opinion of the manager necessary to secure the observations and performance of item

8.4 The minimum of 5 front-of-house stewards is required for theatrical performances, dances and band evenings.

#### **9. Vacation of premises**

9.1 The hired premises shall be left clean and tidy and all equipment will be packed away.

Any spillages to be wiped up. Floors left free from debris, all surfaces to be wiped and left in a clean condition. All rubbish to be securely bagged and left at the rear of the building.

9.2 In the event of a breach of any of the foregoing conditions by the hirer or their employees, agents, licensees, invitees or visitors, The Princess reserve the right to cancel the hiring forthwith by notice in writing given to the hirer or to their representative and possession shall thereupon be given by the hirer who shall forfeit monies paid by them, and all the same due from them in respect of hiring charges shall be recoverable.

#### **10. Catering**

The hirer shall not sell or permit to be sold in or upon the premises any refreshments without the consent of the manager of the theatre.

#### **11. Licenses**

11.1 The hirer shall observe all the conditions attached to the entertainment licence (and theatre licence where applicable) for the premises.

11.2 No copyright dramatic or musical work shall be performed or sung without the licence of the copyright holder, such licence being produced to the manager prior to the commencement of the function.

11.3 The hirer shall pay The Princess any fees relating to the performing rights society charges where copyright music is used.

11.4 The hirer shall pay The Princess any fees relating to the phonographic performance licence. This is separate from the PRS charges.

#### **12. General**

12.1 No publicity material, equipment or displays may be advertised outside any part of the theatre or brought in without prior permission.

12.2 The painting or structural alterations to scenery shall not be carried out within The Princess.

12.3 The electrical equipment controlling stage and house lighting must be operated by a skilled technician; no alteration of wiring shall be carried out. The hirer shall be responsible for ensuring that the circuits are not overloaded.

12.4 There shall be no smoking on stage, in the stage basement, dressing rooms or any other areas within the building.

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**June 2011**