

SPINNEY THEATRE

CONDITIONS FOR HIRING



NORTHAMPTON
SCHOOL FOR GIRLS

1. APPLICATION FOR HIRING

All applications for the hire of the Theatre and Theatre Foyer for either one or more engagements must be in writing on the form attached and forwarded on completion to the Theatre Manager (herein after referred to as the Manager). The person by whom this application form is signed shall be considered the hirer. Where a promoting organisation is named in the application for hire that organisation also shall be considered the hirer and shall be jointly and severally liable hereon with the person who signs the form.

2. FEES AND CHARGES

Fees and Charges will be in accordance with a scale prescribed by the School Governors or as advised separately from time to time but any application not falling within such scales will be specially considered and a charge quoted. Fees and charges are payable as follows:

- a) Upon demand the hirer will pay £180 on booking as a non- returnable deposit and part of the hiring fee. The hirer's attention is directed to Clauses 32-34 hereof which deal with cancellations.
- b) The balance of hiring charges shall be payable two weeks before the event. If the payment is not received by the Theatre Management by this date, the hiring will be summarily cancelled and the deposit forfeited.
- c) The Hirer is responsible for obtaining two First Aiders.
- d) In addition to the fees and charges herein/before mentioned the hirer will, if called upon by the Manager, forthwith deposit with the Theatre Management a sum of money to be specified by the Manager as a security for the due performance of the hirer's obligations under these conditions and against loss or damage to the Theatre Management or its property. If such a deposit shall not be made within fourteen days from the date of notification of demand the Theatre Management shall be at liberty to declare the contract of hiring cancelled by the hirer and the provisions of the conditions as to cancellations by the hirer will apply.

Any further charges, fees or demands arising out of this contract of hiring and these conditions subsequent to the notification of acceptance shall be due and payable on demand by the Manager.

No public announcement of any function shall be made until written notification of acceptance has been received. All particulars contained in any poster of notice of a meeting, function, performance or entertainment must be clearly and correctly stated. There must be no Fly Posting advertising events at the hired premises and any infringement of this requirement will entitle the Theatre Management at its option to cancel the hiring without compensation to the hirer of any loss arising there from whatsoever, the Theatre refunding 50% of he hiring deposit. The Theatre Management will thereafter exercise its right to refuse to accept any applications for the hiring of any premises in its ownership from the hirer.

In advertising the venue, the title is Spinney Theatre, The Northampton School for Girls.

3. PUBLICITY

No public announcement of any function shall be made until written notification of acceptance has been received. All particulars contained in any poster of notice of a meeting, function, performance or entertainment must be clearly and correctly stated. There must be no Fly Posting advertising events at the hired premises and any infringement of this requirement will entitle the Theatre Management at its option to cancel the hiring without compensation to the hirer of any loss arising there from whatsoever, the Theatre refunding 50% of he hiring deposit. The Theatre Management will thereafter exercise its right to refuse to accept any applications for the hiring of any premises in its ownership from the hirer.

In advertising the venue, the title is Spinney Theatre, The Northampton School for Girls.

4. COPYRIGHT

a)No copyright work (other than copyright music, the performing rights of which are vested in the Performing Rights Society Ltd) shall be performed without the licence of the owner of the copyright.

b)Where copyright music, the performing rights of which are vested in the Performing Rights Society Ltd, is performed in the hired premises during the hiring, the hirer will obtain from the Manager programme returns forms and shall, within 24 hours of the expiration of each engagement, complete and deliver the same to the Manager.

c)If the hirer shall fail to complete and deliver the said forms as said within the time specified, then the Theatre Management may cancel

any other engagements in any premises owned by the Theatre Management that the hirer may, at any time, have made without incurring any liability to the hiring whatsoever and for the return of any fee paid to them, therefore, less an amount equal to 50% of the total fee which would otherwise have been payable irrespective of such cancelled engagement which sum may be retained by the Theatre Management as liquidated damages for the loss of such bookings.

d)The hirer shall indemnify the Theatre Management against any infringement of copyright which may occur during the hiring.

5. PROGRAMME

a)The hirer shall, if required by the Theatre Management, supply to the Manager for approval a copy of the programme of any entertainment to be given by him not less than seven days before the presentation of such entertainment.

b)In any case, a copy of such a programme shall be given to the Manager after the event.

6. LICENSED BARS

a)No intoxicating liquor will be consumed on the hired premises or brought thereto other than that sold or supplied by the licensee. All bars will close half an hour before the time shown on the booking form at close of function, or at such time as the Manager shall determine and in any event in accordance with a Justices Licence. The Theatre

Management gives no undertaking that a Justices Licence will be available in respect of any hiring or in respect of any particular hours.

b)No drinks or food may be taken into or consumed in the Auditorium.

7. NO SMOKING POLICY

Spinney Theatre operates a No Smoking policy. This includes all areas in the building including the foyer, auditorium, backstage areas. dressing rooms and toilets.

8. MUSIC AND DANCING

a)All the conditions attached to the Public Indoor Entertainment Licence for the hired premises shall be duly observed. A copy of such licence may be seen on application to the Manager and the hirer shall be deemed to have notice of all conditions attached thereto. If the hirer is desirous of using the hired premises for public music and/or dancing on any occasion not covered by the Public Indoor Entertainment Licence, he should first seek the permission of the Theatre Management and pay the cost of obtaining the consent of the Justice to the said use.

b)The following conditions shall apply to the presentation of cinematography exhibitions in the hired premises:

i)No exhibition shall be presented to which the public is only admitted without payment, provided that the exhibition is not given to members of a children's cinema club other than a club connected with a

religious or educational institution.

ii)An exhibition given by an organisation (hereinafter called "an exempted organisation") with respect to which there is in force at the time of the exhibition a certificate of the Commissioners of Customs and Excise certifying that the organisation is not conducted or established for profit.

iii) Exhibitions given by exempted organisations shall not be presented in the hired premises on more than three days during any one period of seven days.

iv) Application for the hire of the hired premises for purposes of holding a cinematography exhibition must be accompanied by a certificate of the hirer that the exhibition will fall within one of the classes referred to in sub-paragraph a) of this paragraph.

v) No cinematography exhibition shall be given in the hired premises unless at least seven days prior notice in writing stating the name and subject of the film has been given to the Manager and the hirer shall, within that period if so required by the Theatre Management, give a preview of the film to such persons as they may direct. If the hirer, having been required to do so, fails to give a preview of a film as aforesaid or if the Theatre Management serve at any time up to the exhibiting of the film, a notice on the hirer that they object to the exhibition of any film in the hired premises, then that film shall not be shown in the hired premises.

vi) No cinematography exhibition involving the use of inflammable film shall be presented in the hall.

9. BETTING, GAMING AND LOTTERIES

The hirer shall not in any circumstances:

a) Hold or permit to be held in any part of the hired premises any lottery, unless such lottery shall be, by laws permitted by virtue of the provisions of Betting and Lotteries Act 1934, the Gaming Act 1968, The Betting, Gaming and Lotteries Act 1963, The Betting, Gaming and Lotteries Act 1964 and the Lotteries and Amusement Act 1976 and any other modification amendment or re-enactment hereof from time to time in force and shall be operated entirely in accordance with the provisions of such Acts or,

b) Use or permit the hired premises or any part hereof, to be used for the purpose of unlawful gaming.

10. SUB-LETTING

a)The hirer shall not sub-let the hired premises or any part thereof. Should he do so or attempt to do so, the hiring will stand cancelled and the charges paid forfeited. The Theatre Management will thereafter exercise the right to refuse any further application for the hiring of its premises by the hirer or purported sub-hirer.

b)Under no circumstances will the Theatre Management make good or accept responsibility or liability in respect of any damage or theft or loss of any property goods, articles or things whatsoever placed, deposited, brought or left upon the premises either by the hirer for his use or purpose or by any other person, or left or deposited with an officer or servant of the Theatre Management and the hirer will indemnify the Theatre Management and their servants and officers in respect thereof.

c) The Theatre Management will not be liable for any loss to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restrictions or any other unforeseen event which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled.

d) The hirer shall affect Public Liability Insurance cover to a minimum limit of indemnity of £2,000,000 against death or injury to any person or loss or damage to property arising out of the use of the premises by the hirer and may be required to produce to the Manager a current insurance policy covering the risk referred to at least 21 days before the date of hiring (see Notes for Guidance).

a)The right of entry to the hired premises is reserved to any member of the Theatre Management and any police officer on duty at any time during the hiring and to any other person authorised by the Manager.

b)The hirer, servants, agents and contractors shall, during the hiring and during such other times as they or any of them shall be in the hired premises for the purpose of the hiring, comply with all reasonable requirements of the Theatre Manager's officers.

11. RIGHTS OF ENTRY

a)The right of entry to the hired premises is reserved to any member of the Theatre Management and any police officer on duty at any time during the hiring and to any other person authorised by the Manager.

b)The hirer, servants, agents and contractors shall, during the hiring and during such other times as they or any of them shall be in the hired premises for the purpose of the hiring, comply with all reasonable requirements of the Theatre Manager's officers.

12. HOURS OF USE AND HIRER'S RESPONSIBILITIES

a)The hiring does not entitle the hirer to use or enter the hired premises any other time than the specific hours for which they are hired unless prior arrangements have been made with the Manager.

b) The hirer shall, during the hiring, be responsible for:

i) The efficient supervision of the hire premises including the effective control of children, the prevention of unauthorised entry to the hired premises, the orderly and safe clearance of the hired premises in case of emergency.

ii) The safety of the hired premises and the preservation of good order and decency therein.

iii) Ensuring that all doors giving egress from the hired premises are kept unfastened and unobstructed and immediately available for exit during the whole time the hired premises are in use and that no obstruction is placed or allowed to remain in any corridor giving access to the hired premises.

iv) Ensuring that no persons are standing in any of the gangways, blocking the seating or sitting in any of the gangways.

v) Any loss or damage to the hired premises and fittings equipment and other property thereon arising as a direct consequence of the hiring.

c) The hirer shall provide such number of attendance and stewards as may, in the opinion of the Manager, be necessary to secure the observance and performance of the foregoing Clause for this condition. The minimum number of Staff for any event held in the Theatre

(and falling within the conditions of the Public and Entertainment Licence) shall be six. Except where otherwise arranged, four will be provided by the hirers of the Theatre and two will be provided by The Northampton School for Girls. All stewards must attend a meeting with the Duty Manager 10 minutes before the doors are open to the public to be briefed on emergency procedures. All stewards must wear identification so that they can be easily identified by the Management and public.

d) Nominated First Aiders must be easily identifiable (e.g. by uniform or name badge).

e) First Aiders must sit in the designated seats, L51 and L52.

f) If the hirer fails to observe and perform any one or more of the stipulations in the foregoing provisions of this condition the Theatre Management may:

i) Charge to and recover from the hirer any expense incurred by the Theatre Management in engaging police constables or other persons to secure such observance and performance:

ii) Cancel any other engagement for any room or rooms in the

hired premises that the hirer may have made without incurring any liability to the hirer whatsoever other than for the return of any fee paid to them and, therefore, less than an amount equal to fifty per cent of the total fee which would otherwise have been payable in respect of such cancelled engagements which sum may be retained by the Theatre Management as liquidated damages for the loss of such engagements.

The hirer shall ensure that no undesirable person is permitted to enter, remain or otherwise make use of the hired premises and that no person shall trespass on parts of any School Campus and building not included in the hiring.

f) No more than 628 people will be allowed in the audience, when using the Full layout. No more than 577 in the Dance format, no more than 580 in the Pit format, no more than 529 in the Moat format, no more than 466 in the Runway format, no more than 455 in the Small House format and no more than 292 in the Balcony format.

g)The hirer shall not permit the premises to be used in a manner causing, or likely to cause nuisance or annoyance to owner or occupiers of adjoining premises or for any immoral or obscene purposes.

h)The Theatre Management reserves the right to put a stop to any

entertainment or meeting which, in the opinion of the Manager, is not properly conducted, without giving rise to any claim for a refund of the hiring fee.

13. ANIMALS

Except with the consent in writing of the Manager, the hirer shall not cause or suffer any animal in his charge or in the charge of any person or persons resorting to the hired premises during the hiring to enter or remain in the hired premises.

14. VACATING THE PREMISES

a) The hirer shall be responsible for vacating the premises at the time shown on the booking form and also ensure that the premises are left in a clean and orderly state. Any excess cleaning of dressing rooms or spaces after any event will be recharged. At The Spinney Theatre the property, i.e. tabs, lights, blacks etc. taken down or removed must be returned to their original position as on the get-in.

b) If the premises are not vacated at the agreed time, all extra time will be charged at the agreed rate.

15. CARE OF PREMISES

No bolts, nails, tacks, screws, bits, pins or other like objects shall be driven into any part of the hired premises nor shall any placards or other articles be fixed thereto.

16. REFRESHMENTS

All drinks and beverages shall be served under the auspices of The Spinney Theatre Management and the licensees in bar, coffee bar and dining areas. If a hirer has any specific catering requirements or queries, they must indicate these on the booking form for approval.

a) In the event of the premises being hired for the purpose of exhibitions or similar functions the proposed arrangements for stall, stands, gangways etc. and any proposed construction shall be agreed by the hirer with the Manager before the date of commencement of such hiring.

b) The Theatre Management reserves the right to reimburse themselves of any costs of additional hire of equipment or services used during the hire period.

17. FLAGS

a) No flags, emblems, posters or other decorations shall be displayed outside any part of the hired premises without the previous consent of the Manager.

b) The Theatre Management reserves the right to remove any flag, emblem or poster attached to or outside the hired premises which shall become so dirty or torn as to be untidy or unsightly.

c) The hirer shall remove any flag, emblem, poster or other decoration displayed inside the hired premises if, in the opinion of the Manager, it shall be unseemly or expose the hired premises to an undue risk or fire.

d) On no account shall cotton wool or highly inflammable material be used for decoration or other purposes.

18. LIGHTING AND ELECTRICAL SAFETY

The stage lighting equipment shall, at all times, be operated by qualified electricians or other persons whom the Theatre Management approve for that purpose and by no other person whatsoever. (Applications for such approval to be made to the Manager no less 7 days before the hiring). Where a sound amplification system is provided this may only be used under the supervision of the Theatre Technical Manager.

No additional lights or extensions from the existing electric light fittings shall be used without the previous consent of the Manager.

Electrical appliances brought onto the premises should be tested for electrical safety. Portable Appliance Test Certificates may be required for inspection.

19. ON STAGE AND BACKSTAGE SECURITY

No persons other than the person directly concerned with the presentation of any function shall be permitted on the stage or in the ancillary accommodation adjoining the stage.

20. AUCTION

No part of the hired premises shall be used for the sale of furniture or other goods by auction or otherwise except when the hired premises are specifically hired for that purpose or for the purpose of holding a sale of work or other similar hiring and, in such cases, any auction shall be incidental to the main purpose of the hiring.

21. CANCELLATION

If the hirer shall cancel any hiring of the hired premises then the following charge scale shall apply:

- a) Cancelled up to and including 1 month before event – 25% of total hiring fee
- b) Cancelled up to and including 2 weeks before event – 30% of total hiring fee
- c) Cancelled up to and including 1 week before event – 50% of total hiring fee

The Theatre Management shall have the absolute and unfettered right to cancel any contract of hiring at any time at its own absolute discretion and shall not be liable for any claim, cost, action, demand or compensation in respect of any loss or damage arising from such cancellation except that the payments or hiring fee shall be refunded.

Without prejudice to their rights of cancellation or repudiation herein contained, the Theatre Management shall be entitled summarily to cancel the hiring at anytime before or during the hiring:

- a) If the hirer fails to observe the requirements of any condition set out above, or
- b) If, at any time prior to the commencement of the function the programme or other details of the particulars referred to in the application form have not been supplied or, if supplied, have not been approved by and on behalf of the Theatre Management.

22. CLAIMS

Any complaint arising out of the hiring and any claims or demands in respect thereof must be made in writing to the Manager within 7 days of the occasion of such a complaint.

The Theatre Management accepts no responsibility for any property left on the hired premises after the period of hiring.

Any notice, demand or request by the Theatre Management to or upon the hirer may be sent by ordinary pre-paid post addressed to the hirer at the hirer's address given in the

application form and shall be deemed to be made or served at the time when the letter containing the same would be delivered in the ordinary course of post.

23. VARIATIONS

The Theatre Management reserves the right to alter or vary these conditions or any one of them and to add or delete conditions at its absolute discretion and by serving a copy of such varied conditions on the hirer before the commencement of the hire period.

24. NOTES FOR GUIDANCE

The conditions of hire are not intended to absolve the Theatre Management from its liabilities as owners of the premises. Users of the premises have a general duty to take all reasonable care and are reminded that, in some instances, they could be held legally liable to pay compensation for loss or damage to property or injury to persons, and it is for this reason you are required to effect suitable insurance. (No insurance cover of the Theatre Management covers your risks).

Many users/hirers will already have public liability insurance cover for their usual activities but it is strongly recommended that the insurance company concerned should be advised in writing of the working of the Theatre Management's conditions and confirmation obtained from such insurers that the policy is fully operative in respect of the use of the Theatre and Performing Arts Centre.

Where any user/hirer is a member of, or affiliated to, a national group or organisation, then enquiries should be made to ascertain whether any insurance cover is available for the benefit of the user/hirer through that national group or organisation.