

## **THE HEADGATE THEATRE**

### **STANDARD TERMS AND CONDITIONS OF HIRE for The Rehearsal Room, Studio and Meeting Room**

The Headgate Theatre (“the Venue”) is run mainly by volunteers, with limited paid staff input, and relies on hirers to conduct themselves in a co-operative and responsible fashion.

The conditions set out below, form part of the contract of hire and in each section the responsibility of the Hirer is clearly set out, together with the responsibilities of the Venue. This Schedule may also be supported by the Marketing and Performance Information Documents sent to the Hirer electronically.

#### **1. ACCESS**

1.1 The Hirer will:

- i) Identify their anticipated arrangements for access, use of equipment and numbers attending with the Venue when establishing the initial booking
- ii) Request any change of requirements in writing in advance of the booking
- iii) Adhere to stated times of entrance to and exit from the Venue

#### **2. ADHERENCE TO HEALTH AND SAFETY REQUIREMENTS**

- i) The Hirer must follow the requirements of the Health and Safety at Work Legislation, which are displayed in the kitchen area, and any other legislation relevant to the hire.
- ii) There is no smoking in any part of the building or sideway at any time.
- iii) All fire exits, fire doors, gangways and corridors are to be kept clear at all times to enable safe emergency exit if necessary
- iv) A First Aid kit is sited at the Front Desk and the first floor kitchen. The incident/accident book, which is stored at the front desk, should be completed in the event of any incident or accident which occurs on the premises and immediately reported to the Venue by email to [tickets@headgatetheatre.co.uk](mailto:tickets@headgatetheatre.co.uk)
- v) The Hirer shall be responsible for all their own equipment brought on to the premises and shall be responsible for all matters relating to health, safety, or security arising out of its activities. Any electrical items will need to have been PAT tested and evidence provided to the Venue if requested
- vi) The Hirer shall make themselves familiar with escape routes from the building in case of fire. They shall appoint a responsible person to ensure the safe evacuation of those using the premises under the contract of hire. This individual is responsible for taking the fire evacuation grab board with them to the evacuation muster point on evacuation.
- vii) In the event of a fire alarm sounding, the responsible person will ensure that all those attending in the areas subject to hire are evacuated without delay from the building, closing windows on exit if practicable to do so. The evacuation muster point is on St John’s St opposite Mailbox/The Playhouse.

### **3. USE OF AND CONDITION OF BUILDING, CLEANING AND SECURITY**

3.1 The Hirer is responsible for:

- i) Having a named person, who is a responsible adult, on the premises throughout the booking who will need to sign in on behalf of the hirer.
- ii) Only giving access to the building to people with a legitimate reason for being on site.
- iii) Maintaining a list/register of those people attending for the period of the hire, which can be made available to the Fire Authorities in the event of an emergency situation.
- iv) During the period of the hire, providing supervision of the room(s) hired, the fabric, and the contents of the room and of the behaviour of all persons visiting the Venue and using the room in whatever capacity.
- v) Ensuring that the building is secure in accordance with the agreements set up for access. On no account should external doors be wedged open or the building be left unoccupied with any external door or window open.
- vi) Turning off the lights and any mechanical ventilation used and closing windows in all areas accessed at the completion of the hire.
- vii) All items used from the kitchen. These should be washed up and put away, and the kitchen returned to a clean and tidy state.
- viii) All rubbish generated by the hirer. This should be removed from the premises and disposed of suitably.
- ix) stacking chairs on the racks or in the storage area, and any equipment should be returned to the position it was in at the start of the hiring. Where wood effect tables are used other than in the Meeting Room, they should be collapsed so the top is vertical to assist the Venue to store.
- x) any loss or damage caused to any part of the Venue including furniture, equipment or interior structure during the period for which the Venue is hired
- xi) ensuring that no external or internal decorations, flags, emblems or notices are displayed and no streamers, confetti or like material are brought in or used in connection with any use of the Venue as hired by the Hirer without the written consent of the Venue.
- xii) ensuring that no petrol, petroleum or similar spirit, gas bottles or gas filled balloons are brought into any part of the Venue. taking necessary steps to prevent any act or thing being done which could in any way cause the risk of fire or explosion.
- xiii) All woodwork, scenery, wings draperies, floral decoration, curtains or any other properties whatsoever used by the Hirer in connection with the hire of the Venue. These must be rendered and maintained non-flammable.
- xiv) ensuring that no privately purchased liquor is brought into or consumed in the Venue.
- xv) ensuring that every use of the Venue during the hiring period is conducted decently, soberly and in an orderly manner and nothing contrary to sobriety decency or good manners shall be performed, produced, exhibited or represented therein.

xvi) noting that the hire charge, in accordance with Clause 4 of the Agreement for the Hire of Premises, does not include any additional equipment such as projectors, sound equipment, microphones, lighting etc which may be provided at additional costs. In the event the Hirer requires additional equipment they will be responsible for the safe return of the equipment to the Venue at the end of the hire, in the same condition as it was provided to the Hirer.

Xvii) The Venue shall not be responsible for any loss or damage to any personal property belonging to the hirer

#### **4. REPORTING FAULTS AND PROBLEMS**

- 4.1 i) In order that the Venue is able to meet the needs of consecutive hirers, we ask that notification of any general faults or concerns are emailed to [info@headgatetheatre.co.uk](mailto:info@headgatetheatre.co.uk) as soon as they are identified.
- ii) For urgent issues relating to premises, (alarms, heating, flood, etc) please contact 07876 420536

#### **5. HIRE CHARGES**

- 5.1 The current standard hire charges may be varied at the discretion of the Venue. All invoices must be paid within 14 days of issue.
- 5.2 The Venue reserves the right :
- i) to request in advance, a deposit or the full hire charge, and
- ii) to withhold a sum on conclusion of the booking in the event of any failure to comply with the conditions set out in this schedule or to cover the costs of any damage to the Venue's property during the period of the hire.

#### **6. INSURANCE**

- 6.1 The Venue provides Public Liability cover for amateur performing arts organisations only whilst they are in the theatre.
- 6.2 Professional or commercial hirers must provide their own insurance cover, and a copy of this should be provided before the hire commences
- 6.3 Where rooms other than the auditorium are used for performance events, the Hirer shall also be subject to the terms and conditions of the theatre space, which are available on our website.

#### **7. PARKING**

- 7.1 The Hirer should note that there is no street parking or loading outside the Venue between 8am and 6pm.

7.2 The side access is part of the fire escape route and should not be used. We are able to provide discounted parking in the town centre and occasionally parking adjacent to the site, by prior arrangement.

7.3 Please discuss any requirements with the Headgate Manager/ Box Office.

## **8. General Data Protection Regulation 2018 ("GDPR")**

8.1 Where appropriate all Hirers must ensure they have met the requirement of GDPR and have the appropriate policies in place and copies of such policies to be provided to the Venue upon request.

## **9. CANCELLATION OF BOOKINGS**

### 9.1 Cancellation by the Hirer

Once a booking has been made and confirmed, then the Venue reserves the right to raise an administrative charge associated with the cancellation, to be at the discretion of the Venue. This will be proportionate to the reason for cancellation, the administrative time incurred and any possible loss by the Venue. A minimum of 5 working days is required for the cancellation of a booking after which no refund of any deposit paid is returnable.

### 9.2 Cancellation by the Venue

The Venue reserves the right to cancel, vary or amend the booking if necessary upon reasonable notice.

## **10. CONSIDERATION OF OTHER USERS**

During the daytime, the offices above the Rehearsal Room and Meeting Room can be disturbed by the transfer of noise/music. We ask that due consideration is given to this.

## **11. WIFI**

Access to the theatre's WIFI maybe available after discussion with the theatre management

## **11. SAFEGUARDING**

The Venue has a robust Safeguarding Policy which covers the activities of TAAT. It is available on the theatre website - [2022-SAFEGUARDING-POLICY-6-January-2022-final.pdf \(headgatetheatre.co.uk\)](#)

As part of our insurers requirements and due diligence, we require any hirer who is bringing children under 18 onto our premises to share their safeguarding policy and procedural arrangements with us before a booking can be confirmed. The booking must consider how hired space will be used to meet the needs of the activity, plus any associated changing and toileting arrangements;

This policy must address the activities of the hirer, and include:

- i) How young people will arrive and leave the premises, and what general agreements have been established with parents.
- ii) Confirmation that people working directly with the children have appropriate DBS clearance or hold chaperone licences.

There should be no assumption the Venue staff or volunteers will accept any responsibility for the supervision of children, or that we can provide waiting spaces for significant numbers of parents.

Where space is to be used for activities for children, the Nominated Safeguarding lead will be notified at the time of booking, who will discuss any requirement for any additional risk assessment with the hirer.

Headgate Theatre July 2022