



## TERMS & CONDITIONS

### CONDITIONS AND REGULATIONS RELATING TO THE HIRE OF THE EPSOM PLAYHOUSE, MYERS STUDIO, MEMBERS BAR.

#### 1. DEFINITIONS

Throughout these conditions and regulations of letting and the form of application for the hire of above.

- (a) The term "Council" means the Council of the Borough of Epsom and Ewell.
- (b) The term "Manager" means the person appointed for the time being to manage and control the above.
- (c) The term "Hall" means any room at the Epsom Playhouse.
- (d) The term "Hirer" means the person or persons, firm or limited company to whom any Hall shall be let.

#### 2. APPLICATION TO LET

Applications for hire must be made to the Manager at the Epsom Playhouse.

#### 3. REFUSAL TO LET

The Council or Manager may refuse to let the Hall at any time without any reason being assigned therefore.

#### 4. HIRING AFTER MIDNIGHT

No hiring shall extend beyond 12 o'clock midnight unless the Council at the request of the Hirer, made to the Manager shall have obtained the prior consent of the Licensing Authority to such an extension.

#### 5. RESTRICTION OF ENTRY

The Hirer shall take every care to ensure that no undesirable person is permitted to enter the Hall or otherwise make use of the same.

#### 6. ADMISSION CHARGES/ADVERTISING, PROMOTIONAL AND MARKETING MATERIAL

- (a) The Hirer shall obtain the prior approval in writing of charges proposed to be made for the admission to the event for which the Hall has been hired.
- (b) The Hirer shall not during the course of an event for which the Hall has been hired admit any person thereto on payment of a charge less than the charge for admission advertised in relation to such event.
- (c) The Hirer shall prior to the publication of any publicity material intended to induce members of the public to attend an event for which the Hall has been hired submit details of the same to the Manager for approval.
- (d) No advertising material which is wished to be distributed inside or outside the Hall or to audiences or other users of the Hall shall be so distributed unless it has been submitted and approved by the Manager.
- (e) The written approval of the Manager which shall not be unreasonably withheld must be obtained prior to any paintings, posters, programmes, advertisements, signs and the like being displayed.
- (f) In the event of any unauthorised paintings, posters, programmes, advertisements, signs and the like being posted on any land in the Borough of Epsom and Ewell the deposit monies in respect of the hire will be immediately forfeited and result in immediate termination of the hire. The right of the Council to forfeit such sum shall not prejudice the Council's right to recover from the Hirer any additional sum which may be incurred by the Council in carrying out any reinstatement work necessitated by any breach of any condition or regulation appearing therein.

#### 7. LICENCES (PERMANENT)

The hiring of the Hall is conditional on the Council obtaining from the Licensing Authority continuation of the licenses issued to them permitting music singing, and dancing until 1200 midnight. The Hirer shall be responsible for the performance and observance of the rules or conditions set to the user set out in such licenses which include restrictions on the number of persons to be admitted to a Hall are as follows:-

Main Auditorium - seated 450

Myers Studio - seated 80

Members Bar - seated 60

NB. The Council may prescribe a maximum number of persons in respect of any hiring which is less than the number quoted above for the Hall where in the opinion of the Council this is warranted by the floor layout to be used by the Hirer.

#### 8. LICENCES (OCCASIONAL)

The Hall cannot be hired for any purpose not covered by the permanent Licenses until the Council have obtained from the Licensing Authority an occasional license permitting it to be so used on the relevant date(s) and the Hirer shall submit a programme of the event to the Manager to enable application to be made for such occasional licence.

#### 9. BAZAARS, FLOWER SHOWS, PAGEANTS ETC.

In the case of bazaars, flower show, sale of work, pageants or any other proposed user involving fixed stands or displays, two copies of the plan of the proposed arrangement of the stands gangways etc. must be submitted to the Manager for approval at least *Fourteen Days* before the first day of hiring. The Hirer shall ensure that at all times fire exits and gangways will be kept clear. The Council reserves the right to move or remove any obstructions which will be kept in safe keeping by the Manager.

#### 10. ADDITIONAL STAFF

**Box Office: +44 (01372) 742555 / 742227**

Epsom Playhouse, Ashley Avenue, Epsom, Surrey, KT18 5AL



In all hirings where public performances are involved, the Hirer must discuss with the Manager the requirements of additional staff and the Hirer shall at his own expense engage any necessary door, cloakroom or other attendants required by the Manager in connection with the event for which the Hall is hired. Stewards must sit by the doors throughout the performances in order to assist the public and ensure public safety. The Manager is not authorised to pay such attendants on behalf of the Hirer and the Hirer must arrange to pay them direct if necessary.

#### 11. LOSS OF PROPERTY

The Council and its employees shall not be responsible for the loss or theft of or damage to property belonging to the Hirer, his servants or the public attending the Hall.

#### 12. TAX

The Hirer shall be liable and shall make arrangements for the payment of tax chargeable in respect of the purpose for which the Hall is used.

#### 13. SCENERY DECORATIONS/BALLOONS/HELIUM BALLOONS

No scenery, decorations, balloons or helium balloons shall be used in the Hall without the previous sanction of the Manager. If any consent is received by the Hirer, the Hirer must ensure that any scenery or decorations used will be of a flame resistant material.

#### 14. CONFETTI, STREAMERS AND PARTY DECORATIONS

The Hirer shall not except by consent of the Manager permit the throwing of confetti, streamers or any other similar articles in or about the Hall during the period of hire. The Council shall be at liberty to charge the Hirer any such sum which is incurred in the clearing away of any such articles.

#### 15. USE OF RECORDED MUSIC

The Hirer shall make his own arrangements with the office of Phonographic Performance Ltd. 62, Oxford Street, London, W1 to obtain and pay charges in respect of a license to perform recorded music or speech by means of records, tapes or compact disc if such a performance is to form part of the purpose for which the Hall is hired. Such license must be produced to the Manager if required. The Halls are licensed by the Council with the Performing Rights Society for the performance of copyright music.

#### 16. COPYRIGHT

The Hirer shall not use the Hall for the performance of any dramatic or musical work of any description or for the delivery of any lectures in which copyright exists without the consent of the owner of the said copyright or in any other manner infringe any subsisting copyright. The Hirer shall indemnify the Council from and against all claims, actions and proceedings in respect of any infringement of copyright during the period of hire.

#### 17. ELECTRICAL EQUIPMENT

The Hirer shall not interfere with or permit the interference with any of the Council's electrical or sound amplifying fittings, equipment or apparatus installed in the Hall and shall not install or use in the Hall any additional electrical or sound amplifying fittings, equipment or apparatus unless specifically authorised to do so by the Manager.

#### 18. FREE ACCESS OF OFFICERS

The Manager, other duly authorised officers of the Council, the Police and Fire Authority, their officials and agents shall at all times have the full right of access to all part of the Hall.

#### 19. HIRE CHARGES

The prescribed charges for the use of the Hall and certain other miscellaneous charges are set out in the schedule hereto. The Hirer shall forward the deposit and balance of the monies in accordance with Clause 23. Please also see Clause 47 in relation to conditions of premises at the end of the hire period. Hire fees are calculated on an hourly basis and part hours are charged as full hours. Hire charges apply from the time of occupation of the room(s) until the premises are vacated by the hirer. When vacated, the room(s) must be left in the same state as found at the commencement of hire. There will be an additional charge of one hour for setting up and dismantling time of rostra, lighting and furniture if it is to be implemented by the Playhouse staff before and/or after the hire period.

#### 20. SPECIAL NOTICE

Hire fees are subject to revision. The Council normally revises charges in April of every year and may reverse charges at other times. The Hirer in making an application to hire agrees to pay fees applicable at the date of the actual hiring which will be notified to him 28 days before the date of hire when payment becomes due.

#### 21. APPLICATION FORM

The Hirer must complete the Council's application form in respect of each hiring and send it to the Manager. For hire of the main auditorium only, at time of hire, a non returnable deposit of £250 is applicable or full charge is payable if less than £250. Cheques and postal orders must be crossed and made payable to EEBC/PLAYHOUSE. Only the Council's official receipt will be recognised. No responsibility will be accepted by the Council for any remittance which may be undelivered or lost or stolen in the post. In the absence of payment in full being received by the Manager the Hirer may be refused admission to the Hall.

#### 22. CANCELLATIONS

- (a) Cancellation of a hiring will only be acceptable in writing to the Manager. Cancellations within 3 months will be refundable if the room(s) can be re-let. If the room is not re-let then 30% of the total hire fee will be charged. In all cases the deposit will be retained.
- (b) In the event of the Hall being damaged by fire, flood or explosion or any other cause rendering it unsuitable, the Council shall by written notice, inform the Hirer that the Hall will not be available for hire. No compensation for such cancellation

shall be payable to the Hirer by the Council but any sums which shall have been paid by the Hirer to the Council will be refunded.

- (c) If for any other reason any Hall cannot be made available to the Hirer on the date of hire, then the Council shall be entitled to cancel any bookings and shall give not less than FOURTEEN DAYS written notice to that effect to the Hirer. In such event, the Council shall use reasonable endeavours to offer an alternative venue for the hire date and if such venue is accepted, the original application will be treated as an application for the alternative venue and the conditions and regulations appertaining thereto shall apply. No compensation for cancellation by the Council shall be payable to the Hirer, but any such sums which have been paid by the Hirer to the Council will be refunded other than those applicable to the hire of the replacement premises.

#### 23. DANCE BAND

If the Hall is used for the purpose of a dance, the band or orchestra arranged by the Hirer to provide music for dancing shall be engaged on conditions that ensure observance in the employment of musicians of the minimum fees prescribed by the Musician's Union or other recognised Union for such class of engagement.

#### 24. DAMAGE TO FLOOR

The Hirer shall ensure that all persons using the floor of the Hall for dancing shall wear suitable footwear and the Hirer shall be responsible for any damage to the floor caused by any breach of this condition.

#### 25. EQUIPMENT

With the prior approval of the Manager, the Hirer is permitted to use such stage lighting and other curtains, public address equipment, pianos, and projection equipment installed in the Hall. The Hirer must ensure to the satisfaction of the Manager that such equipment is only operated by suitably qualified persons. The Hirer undertakes and agrees to be responsible for all damage occasioned thereto and loss thereof as a consequence of use by the Hirer or his servants or any member of the public attending the Hall during the hiring and will pay to the Council all the expenses which may be incurred as a result thereof and any such expenses shall be recovered from the Hirer.

#### 26. FURNITURE

The Hirer is permitted to use furniture and fittings installed in the Hall and undertakes and agrees to be responsible for any damage occasioned thereto or loss thereof as consequence of use the Hirer or his servants or any member of the public attending the Hall during the hiring and will pay to the Council all the expenses which may be incurred as a result thereof and any such expenses shall be recoverable from the Hirer. Layout of furniture etc. must not be altered without permission.

#### 27. HIRE OF MISCELLANEOUS ITEMS

If the Hirer wishes to hire any miscellaneous equipment or any equipment or any other additional items in the Hall from the Council, then the cost and terms and conditions of hire shall be as directed by the Manager.

#### 28. ACCESS TO ROOMS HIRED

The Hirer, his agents and members of the public attending the Hall during the hiring thereof to the Hirer will be permitted to enter and use only those rooms and parts of which the Hirer has arranged to hire. These rooms are not to be used for any other purpose without the previous consent of the Manager. Facilities outside the Hall such as toilets etc. will have to be shared in the event of there being more than one hiring at the same time.

#### 29. SUB LETTING

No sub-letting or assignment of the hiring of the Hall is permitted without the previous consent of the Manager.

#### 30. TYPE OF USE

The Hall shall only be used for such purposes as the Council may approve and the Council reserves to themselves their officers and their servants the rights of prohibiting any improper use thereof and of instantly terminating the letting of the Hall (without payment of compensation) if the same be used for any unseemly or undesirable purpose. The Council reserve to themselves the right to cancel without notice any hiring which they may consider likely to be objectionable or contrary to public policy without payment of any compensation if the Hirer commits a breach of any of the conditions or regulations contained herein without prejudice howsoever, to any antecedent or other rights which the Council may have against the Hirer.

#### 31. NOISE AND ODOURS

The Council reserve the right to prohibit the use of any device liable to emit an offensive odour or smoke. The use of any gas, petrol, diesel fuel paraffin or explosive device is forbidden without the specific approval of the Manager in compliance with safety regulations. Use of special effect lighting, e.g. Strobe lights, must be approved in advance with the Management. The use of engines, compressors, mechanical organs, loudspeakers whistles, bells and any other noisy instrument or apparatus during certain hours may be restricted at the discretion of the Management. The Hirer shall ensure that loudspeakers and any other noisy instruments or apparatus are not so used as to cause annoyance to any resident of the Borough of Epsom and Ewell or other users of the building and the Management reserves the right to enforce this condition by regulating the volume of any such instrument or apparatus or switching off the electricity supply to the same.

#### 32. COMPETITIONS

The Hirer must ensure that all participants in any competition at the Hall are properly supervised and controlled and that the detailed arrangements for the competition are agreed with the Manager prior to the date of hire.

#### 33. INDEMNITY AND INSURANCE

- (a) The Hirer shall indemnify the Council against all actions, proceedings, claims and demands brought or made against the Council in respect of loss, damage or injury sustained by any person whilst on or in the premises during the currency of, or in pursuance of the agreement *provided* that he shall not be liable to indemnify the Council for any injury, damage or loss caused solely by the negligence of the Council, its officers and agent, or any faulty or defective nature of the premises or any machinery, plant or equipment belonging to the Council and being therein.
- (b) Each party shall ensure its artistes and staff under the various Employers Liability and Workmens Compensation Act and at common law, and if required produce the policy and the premium receipt or other sufficient evidence shall be at liberty to cancel the Agreement and claim damages.

#### 34. CATERING

The Council have appointed a Contractor to whom the sole rights of both intoxicating and non intoxicating drinks and food catering have been granted. Details of such contractors will be supplied by the Manager to the Hirer who may make arrangements for catering requirements direct with the Contractor. The Hall is licensed for the sale of intoxicating liquors in certain specified areas during normal licensing hours. Should the Hirer desire that these hours be extended in connection with his function, it will be necessary for him to inform the Contractor and the Manager not less than fourteen days prior to the function in order that the Contractor may make the necessary applications to the Licensing Justices for the grant of an extension of permitted hours. The Hirer will be responsible for payment to the Contractor of the Contractor's account for the catering carried out at the function. Except in accordance with the terms and conditions under which the Contractor may exercise his exclusive right or such further conditions as may be imposed by the Licensing Justices. No intoxicating liquors may be brought to or sold or consumed in the Hall. The Hirer shall not require the Contractor to make any payment to him as a condition of the exercise by the Contractor of his said right either by way of a fixed amount or a commission of sale. The only permitted deviation from the terms of Conditions will be that the Hirers of accommodation for private functions (not exceeding parties of fifty persons may make their own arrangements for the service of refreshments consisting of not more than tea or coffee and biscuits in which case the Hirer will be liable to pay a charge for use of kitchen facilities.

#### 35. PROGRAMMING

Hirers must provide their own programmes and make arrangements with the Manager for their sale. The Hirer is also referred to Clause 6.

#### 36. TECHNICAL EQUIPMENT

Hirers who wish to use the stage, sound and lighting equipment must make arrangements with the Technical Manager and Lighting Technician. Hirers will not be allowed to use the stage or technical equipment without supervision.

#### 37. PUBLICITY

Hirers are fully responsible for the marketing and promotion of their event. Hirers will be given the option to publicise an event through the Playhouse's season brochure which attracts an additional pre-paid charge.

#### 38. PRINTING OF TICKETS

The Council reserve the right to supply and print all tickets, but will only charge the Hirer the actual cost thereof.

#### 39. SALE OF TICKETS

The Council will advise the Hirer what percentage of tickets for any public performance are to be sold by the Hirer and the Council current rate of commission will be charged on all tickets sold by the Council plus a current percentage rate on tickets purchased by credit card.

#### 40. STAGE TYPE

The Council reserves the right to alter the stage type subject to discussion with the Hirer.

#### 41. DUPLICATION OF PROGRAMME

The Council reserve the right to refuse any booking for a public performance which will cause duplication or imbalance in the Hall's programme.

#### 42. STAGE LAYOUT AND SEATING ARRANGEMENTS

The Hirer must agree with the Manager the stage layout and or any room layouts at the time of hiring.

#### 43. CONDITIONS OF PREMISES AT THE END OF THE HIRE

- (a) The Hirer shall at all times ensure that the Hall is kept clean, tidy and undamaged and that it is left in that condition at the termination of the hire period. Refuse must be disposed of and all damage to the Hall and any neighbouring land (including fixtures on such land) must be made good as soon as reasonably practicable at the expense of the Hirer. The Council reserves the right to recover from the Hirer any additional sum which may be incurred by the Council in carrying out any reinstatement work necessitated by any breach of any condition or regulation appearing herein.
- (b) The Hirer shall be liable to reimburse the Council the cost of any cleaning additional to the cleaning normally carried out by the Council at the end of a period of hire necessitated by any misuse or exceptional use of the Hall by the Hirer.

#### 44. FAILURE TO OBSERVE CONDITIONS

If the Hirer refuses or omits to perform or observe any of these conditions or regulations imposed by the Council or the terms or any instructions of the Manager he or his servants, guests or invitees, licensees may be excluded from the Hall until he or they comply with the same but without relieving him from his obligations hereunder.