

TERMS AND CONDITIONS OF HIRE OF PREMISES AT NEWHAMPTON ARTS CENTRE (NAC)

Please read and retain these conditions of hire

The NAC is a registered charity which promotes inclusion, equality, fairness and respect through arts. The NAC has the right to refuse any bookings that the management or board of trustees consider will conflict with the aims, ethos or reputation of the Centre or is likely to lead to disorderly conduct. The NAC has the right to cancel a booking immediately if these terms and conditions are infringed in any way or if we have concerns about the nature or security of an event. Bookings must be made by an adult (18+). The hirer, or a named responsible adult, must be in attendance at all times during use.

1. DEPOSIT

- A) A deposit is payable at the time of booking equal to:
Theatre/Gallery Hall Booking: As agreed on booking form
Studios: £10 per session
Conference Rooms/Dance Studio: £20 per session
Regular Bookings: 1 month's booking fee in advance.
- B) Hirers may lose the whole, or part of any deposit for any of the following:
Cancellation of the booking:
Up to 7 days notice – Deposit;
2-6 days – 50% of full fee;
1 day or less – full fee
Staying in the room or on the premises longer than the agreed hours.
Extra time will be charged at double rate.
Leaving the premises in an untidy or unclean state
Damage to the building, furniture, fittings or equipment on or about the premises
Any other reasonable cause which results in the NAC losing money.

2. PAYMENTS

The balance will be invoiced within one month of the booking.
Payment is due within **21 days** of invoicing.
For theatre bookings we may require full payment in advance or settlement on the night. This will be specified in your booking confirmation.

We reserve the right to pass unpaid invoices on to a debt collecting agency. All accounts sent will incur a minimum of a £40.00 late collection fee per month in line with Government Late Payment Legislation of 7th August 2002.

3. THEATRE BOOKINGS: Please refer to your booking confirmation for details of access, facilities and any additional terms and conditions.

4. ACCESS:

Access to the room booked and buildings is for the times specified on the booking form. Staff may, at their discretion, allow access 5-10 minutes before the booking time, and 5-10 mins at the end of the booking to vacate the room/building,

5. REGULAR BOOKINGS

a) **NOTICE:** Four weeks notice is required of permanent cancellation on either side.

b) **HOLIDAYS:**

The NAC is usually open all days except Bank Holidays and Christmas/New Year week.

However, the NAC may close occasionally for essential maintenance. At least 4 weeks notice will be given wherever possible.

Regular Bookers must inform NAC by writing/email of cancellations due to holidays etc.

c) ROOM CHANGES: The NAC reserves the right to move groups to different rooms Every effort will be made to use rooms which are comparable in size and notice will be given of any changes.

6. YOUNG PEOPLE

Groups of young people (under 18) are the responsibility of group leaders and must be supervised at all times whilst on site (before exiting main gates), including breaks.

Any group or individual running activities for young people must comply with the NAC Safeguarding Policy

7. SAFEGUARDING POLICY

As part of it's responsibility to safeguard children and adults with care and support needs, NAC requires all hirers to adhere to good practice around safeguarding in line with and proportionate to NAC's own safeguarding arrangements. Groups of young people (under 18) and adults with care and support needs are the responsibility of group leaders and must be supervised at all times whilst on site (before exiting main gates), including breaks.

A copy of the policy can be found on our website www.newhamptonarts.co.uk or upon request.

8. Clubs providing instruction in physical activities eg MARTIAL ARTS & DANCE must provide

Personal Liability Insurance

Risk Assessment

Proof of qualification as Instructor or current certificate of registration for examination.

Enhanced DBS check if classes include people under 18 or vulnerable adults

All Martial Arts clubs must be affiliated to the Martial Arts Commission.

The certified instructor must be in attendance at all times and at all sessions.

9. CATERING:

No outside catering is permitted on site without prior arrangement with the management.

Outside caterers must be able to produce the relevant food hygiene certificates.

Hot food cannot be brought on to the site.

No cooking or heating of food may take place on the premises.

10. USE OF THE FACILITIES:

All exits from the premises must be kept clear.

Groups will confine their activities to the rooms booked and not congregate or cause disturbance or inconvenience to other users in the shared areas.

All attendees remain the responsibility of the hirer whilst on site (before exiting main gates).

Rooms booked shall be used for the purpose agreed at time of booking. Any change of use must be agreed with the NAC management.

The hirer undertakes to become familiar with the fire drills for the rooms to be hired and is responsible for the evacuation of their group in the event of a fire alarm.

Hirers will not move furniture or equipment out of the room or from one room to another.

The Hirer shall not sub-let any part of the premises.

Events will not exceed permitted licensing hours.

Amplified music or sound is not permitted in the Studio Block.

The Newhampton Arts Centre is in a residential area and users must not disturb local residents when leaving the premises.

11. CARE OF FACILITIES

The premises must be left clean and tidy at the end of the hire and in as good order and condition as at the start of the hire, failing which the Hirer shall pay the NAC reasonable charge for putting the

premises in such good order and condition.

No person shall in any part of the premises, without prior consent of the management,

Affix nails, screws or other fittings to any part of the premises or furniture

Bring, place or erect any furniture, fittings, or structure.

Place or fix any additional or decorative lighting.

Exhibit any advertisement in the premises.

No person shall bring any articles of flammable or explosive character or producing an offensive smell or noxious fumes or any chemical either corrosive or acidic or any oil, electric, gas or other engine, or gas bottles for heating.

The Hirer shall repay the NAC, on demand, the cost of reinstating, repairing or replacing any part of the premises or any property belonging to the NAC in or upon the premises which shall be damaged or destroyed (otherwise than by fire) stolen or removed during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. The amount of the cost shall be certified by the NAC Board whose certificate shall be final.

Caretakers or other employees of the NAC or other authorised persons shall be allowed unimpeded access throughout all parts of the premises during the period of the hiring

12. PORTABLE ELECTRICAL EQUIPMENT: Any equipment brought in to the NAC must be safe for use. Equipment should be tested (PAT Testing) periodically by an approved registered Electrical. Details of testing procedures are set out in Guidance Note 23 available from the Health & Safety Executive at Wolverhampton City Council.

13. INSURANCE AND INDEMNITY

The Newhampton Arts Centre has Public Liability Insurance with a limit of £5 million. However, hirers are responsible for the activity taking place in the space they hire, and any injury that arises from that activity. All hirers are recommended to have or take out Public Insurance Liability with a minimum limit of indemnity of £5 million and applicable to the purpose of the hire.

The Hirer is responsible for all belongings and equipment brought on to the site. The NAC is not responsible for loss of or damage to items left on the premises. The Hirer shall indemnify the NAC against all claims, demands, actions or proceedings in respect of:

Any damage to or loss of property brought on to the premises belonging to any person except the NAC. the death of or injury to any person howsoever or by whomsoever caused which shall occur while such person is in or upon any part of the premises or arise from any accident or occurrence which shall occur while such person is in or on any part of the premises or in respect of any loss or damage suffered or sustained by any person in consequence of such death or injury.

Provided the indemnity given by sub-clauses (a) and (b) hereof shall not apply to:

Damage, loss, death or injury occasioned by or in consequence of

Bursting of or overflowing from any heating, ventilating, lighting, electrical or water equipment or apparatus of the NAC, unless such bursting or overflowing shall be caused by the actions of by reason of instructions of the Hirer or his servants or agents

Lightning, thunderbolt, earthquake, storm, tempest, flood, aircraft articles dropped there from celestial objects, or impact of vehicles horses or cattle or, acts of a foreign enemy, or wilful destruction by or under the order of the Government or any public authority

Removal of any property in the premises in consequence of a confiscation, nationalisation or requisition.

Damage, death or injury caused by any defect whether of construction treatment or arrangement of any part of the premises or any of the fixtures therein unless such defect shall be caused by the actions or by reason of instructions of the of the Hirer or his servants or agents.

13. FIRE EVACUATION PROCEDURE

FIRE ALARM

LONG CONTINUOUS SIREN

FIRE ASSEMBLY POINT

IN CIRCLE OF MAIN CAR PARK

- a) EXIT ROOM LEAVING THE DOORS YOU ENTERED
- b) MAKE YOUR WAY THROUGH THE IDENTIFIED FIRE ESCAPE ROUTES CALMLY
- c) DO NOT USE LIFT
- d) ENSURE YOU MEET YOUR GROUP IN THE PARKING CIRCLE OF MAIN CAR PARK
- e) IT IS THE HIRERS RESPONSIBILITY TO ENSURE YOU HAVE ALL YOUR GROUP PRESENT.
- f) CONTACT DUTY MANAGER IF ANYONE IS MISSING
- g) DUTY MANAGER WILL CHECK ALL ROOMS
- h) ONLY RE-ENTER BUILDING WHEN AUTHORISED BY DUTY MANAGER