

# **NEWHAMPTON ARTS CENTRE**

## **THEATRE TERMS AND CONDITIONS OF HIRE**

### **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. THEATRE HIRE DEPOSIT**

A non-refundable deposit of £100 is payable at the time of booking  
Theatre bookings are not confirmed until the booking form and deposit or other payment arrangements are returned.  
The deposit is deducted from the final balance.

#### **2. PAYMENTS**

NAC will produce a settlement sheet deducting ticket sales from the balance due. If ticket sales exceed the amount due then NAC will pay the balance of ticket sales to the hirer within 14 days of the event by bacs. If ticket sales do not cover the charges then the hirer agrees to pay the balance on the day.

For bookings with no ticket sales, settlement of the balance is due 7 days prior to the event.

We reserve the right to make additional charges:

- for leaving the premises in an untidy or unclean state
- for damage to the building, furniture, fittings or equipment on or about the premises
- any other reasonable cause which results in the NAC losing money.

#### **3. ACCESS**

The Theatre booking fee includes up to 8 hours access to the theatre including get-in and get-out. Additional hours may be negotiable.

#### **4. LAYOUT AND TECHNICAL REQUIREMENTS**

The theatre will be set up to your individual requirements. Please contact the Technical Dept well in advance, to discuss your lay-out and technical requirements.  
If we do not hear from you, the theatre will be set up according to the nearest booking. We cannot guarantee to be able to change the existing set-up at short notice.  
A general lighting cover is provided as standard.  
The maximum audience number allowed in the Theatre will depend on lay-out and must comply with Health and Safety Regulations. Please discuss your numbers in advance.  
We have 2 dressing rooms holding up to 10 people

#### **5. STAFFING AND TECHNICAL SUPPORT**

The services of a Technician are included for up to 8 hours including pre-rigging, set-up, rehearsal and performance.  
Extra hours may be booked and charged to the hirer.  
A Front of House Manager is provided from 30 minutes before the event is open to the public  
A staffed bar will be provided. No alcohol must be brought on to the premises by the hirer.  
Youth Events - hirers should provide at least one responsible adult per 20 young people (performers & audience).  
The venue will add security charges, if required, once stated capacities are reached.  
Security Staff - Security costs £15 per person per hour for a minimum of 4 hours  
1 security personnel required for up to 120 attendees  
2 security personnel required for 120-200 attendees  
3 security personnel required for 200-275 attendees  
Minimum security charge of 4 hours, additional hours will be charged as required.

#### **6. TICKET SALES AND NUMBERS**

All events open to the public must be ticketed.  
Tickets must include VAT  
All tickets must be sold by Newhampton Arts Centre using their online ticketing platform.  
We do not allow bulk ordering or bulk printing of tickets.  
Tickets must be paid for at the point of sale.  
A maximum of 25 people can be on a guest list.  
A list of names on the guest list must be provided to the box office by the organiser.  
Numbers must not exceed the agreed maximum capacity

## **7. SAFEGUARDING POLICY**

As part of its 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. A copy of the policy can be found on our website [www.newhamptonarts.co.uk](http://www.newhamptonarts.co.uk) or upon request.

## **8. 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.

## **9. BAR & CATERING**

Alcohol can only be provided by NAC as part of the bar service. No alcohol is permitted to be brought on to the premises.

Catering arrangements must be approved by NAC in advance.

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

## **10. USE OF THE FACILITIES**

The hirer will not exceed the maximum occupancy number (including children):

Maximum capacity depends on the layout – to be confirmed at time of booking

All exits from the premises must be kept clear.

Events will not exceed permitted licensing hours.

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.

#### **14. FIRE EVACUATION PROCEDURE**

FIRE ALARM

LONG CONTINUOUS SIREN

FIRE ASSEMBLY POINT

IN CIRCLE OF MAIN CAR PARK

- a) EXIT THEATRE USING NEAREST FIRE EXIT
- b) MAKE YOUR WAY THROUGH THE IDENTIFIED FIRE ESCAPE ROUTES CALMLY
- c) DO NOT USE LIFT
- d) ASSEMBLE IN THE CAR PARK
- e) CONTACT DUTY MANAGER IF ANYONE IS REPORTED MISSING
- h) ONLY RE-ENTER BUILDING WHEN AUTHORISED BY DUTY MANAGER

#### **15. COVID-19**

In response to the coronavirus pandemic, government guidance or regulation may impose certain restrictions on your event. These may include but are not limited to: social distancing reducing capacity, mandatory face coverings to be worn, table service, alcohol prohibited, household seating. Bookings must adhere to the latest guidance.

If your booking cannot go ahead under the conditions in place at the time then it may be postponed to a future date.

**I, the hirer, agree to these terms and conditions**

**Name of hirer** .....

**Signed** .....

**Date** .....