

Colchester Arts Centre

CHURCH STREET COLCHESTER ESSEX CO11NF 01206 500900

VENUE HIRE TERMS & CONDITIONS

1 -General

1.1) In this agreement CAC means Colchester Arts Centre (Company registration number **01782715**) and 'The Hirer' refers to the person or business booking with Colchester Arts Centre.

1.2) Any amendments or additions to this agreement are only valid if confirmed in writing by CAC.

1.3) CAC will undertake to supply the facilities detailed in your agreement at the times specified in the agreement for the duration of the agreement only. These facilities will be charged at the predetermined rates detailed in your agreement/communication.

1.4) The Hirer agrees to adhere to the full terms and conditions of hire including any schedule of payments detailed in your agreement.

1.5) The hirer will not use the space for any activities other than in connection with your event and, in any event, shall not permit the room to be used for any illegal activity.

1.6) CAC is determined in its provision of services, policies & procedures to seek to show respect to all users irrespective of race, gender, sexual orientation, religion, disability, age, gender reassignment, marital status or ethnic origin and will not tolerate any behaviour inconsistent with this approach by you, your representatives or your guests.

1.7) CAC is a charity and its charitable status places some restrictions on the type of events and ancillary activities which it can support. If you are uncertain about the acceptability of any activity you might plan at CAC you are encouraged to discuss this with the Executive Producer.

1.8) CAC does not accept any responsibility for any item of furniture, personal effects or other belongings left in the venue and has the right to dispose –without notice -of such property, the costs of such disposal being the responsibility of you / your representatives.

1.9) You will not use the venue in any way that results in annoyance or disturbance (including sound level) to CAC or its neighbours. This includes, without limitation, conduct which is unlawful, or which may harass or cause distress or inconvenience to any person. This may also include the transmission or public display of obscene or offensive content.

2 -Periods and duration of agreement

2.1) The periods and duration of the agreement detailed to the Hirer are valid only for a period of 12 months from date of agreement.

2.2) CAC reserves the right to revise the terms of this agreement after this time.

2.3) Bookings confirmed by the Hirer will only be secure once the deposit payment has been received. CAC reserves the right to cancel an event/booking without warning should the Hirer have debt with CAC.

3 -Specified facilities included in hire

3.1) Facilities detailed and specified in the agreement are for use by the Hirer over the duration and periods detailed above.

4 -Rates of hire

4.1) Any additional charges incurred by CAC beyond the limitations of this agreement are rechargeable to the Hirer.

Colchester Arts Centre

CHURCH STREET COLCHESTER ESSEX CO11NF 01206 500900

4.2) All rates are subject to VAT at the normal rate of 20%.

4.3) Details of rates chargeable under this agreement will be listed to you. Some items such as additional technical resources or security may be added to the final invoice after the event.

4.4) Surcharges will be levied for late vacation of space hired, at the rate of £100.00 + VAT per hour or part thereof. These surcharges will be included in the Hirer's final invoice.

5 -Payment Terms

5.1) Any deposit paid is non-refundable unless within the cancellation policy terms on point 6.

5.2) Any remaining balance will be invoiced after the event (within 7 days) and payment must be made within 14 days of receipt of our invoice(s).

6 -Cancellation by the Hirer

6.1) If the event is cancelled between 28 and 42 days from the event date, 50% of the estimated booking value will be charged.

6.2) If the event is cancelled between 0 and 28 days from the event date, 100% of the estimated booking value will be charged.

7 -Cancellation by Colchester Arts Centre

7.1) CAC reserves the right to cancel the booking in the event that: a) CAC or any part of it is closed due to fire, dispute with employees, altercation, decoration, by order of any public authority or as a result of any circumstance beyond the reasonable control of the arts centre. b) The Hirer becomes insolvent or enters into liquidation, administration or receivership. c) The Hirer is in arrears with payment to CAC. d) The Hirer or the event might prejudice the reputation of CAC and in such an event, CAC's only liability to the customer shall be the refund of any advance payment paid in connection with the cancelled booking (when the refund will be at the discretion of CAC if the cancellation was made under (b), (c) or (d) above).

8 -Liability and Insurances

8.1) CAC accepts no responsibility for loss or damage to any property of the Hirer or its guests other than that which may have been caused as a direct result of any negligent or fraudulent act or omission by CAC. It is the responsibility of the Hirer to ensure that full insurance cover is in place for any items brought into the venue.

8.2) Furniture and Equipment belonging to CAC should not normally be moved or operated by the Hirer or any delegate attending an event unless authorized to do so by a member of CAC staff.

8.3) Any damages caused to the building or its contents are the full responsibility of the Hirer and the repair or replacement will be charged in full. Any loss of business that the damage caused incurs will be charged to the Hirer in full.

8.4) You agree to insure any equipment, or personal property, brought onto the premises.

8.5) You will not damage any of the decorations, fixtures and fittings or other equipment in the venue. You will not remove any decorations, fixtures or fittings or other equipment from the venue. In the event that you or your guests damage/remove any part of the venue, you will be held liable for all costs incurred by CAC.

9 -Electrical safety

9.1) CAC reserves the right to confiscate or take out of use any electrical equipment

Colchester Arts Centre

CHURCH STREET COLCHESTER ESSEX CO11NF 01206 500900

brought on site that CAC's Technical department classes as electrically unsafe. All electrical items brought onto site must be PAT tested and documentation of such should be provided.

10 -Smoking / Vaping policy

10.1) CAC is a no smoking or vaping building. If a fire alarm is triggered due to individuals not complying with the smoking policy all costs incurred to the activation will be charged on in full to the Hirer.

10.2) If a delegate/guests is discovered smoking or vaping inside the building the Hirer will be liable for any costs or fines incurred as a result and the delegate will be asked to leave the building immediately.

11 -Exhibitions and Stalls

11.1) Hirers should provide a full risk assessment of any exhibition equipment(s) or stands brought onto the premises and also provide documentation of public liability insurance up to the value of £5 million.

12 -Health and Safety

12.1) It is the Hirer's responsibility to ensure that an attendees' record sheet is available should CAC need to be evacuated.

13 -Safeguarding

13.1) Whilst the space is under the supervision of the Hirer, it is the Hirer's responsibility to ensure the safeguarding of their delegates, guests, students and service users is met at all time. CAC reserve the right to request the Hirer's Safeguarding procedure at any time during the booking. Special attention must be given with young people and vulnerable adults.

14 -GDPR

14.1) Whilst on site, it is the Hirer's responsibility to protect their visitor and guests' personal data at all times.

15 -Performances and Screenings Bookings

15.1) Any personnel contracted by you (or working for you voluntarily) during the event are subject to the authority of the Front of House and Technical Managers (or their deputies). In particular they must abide by all the rules of the venue; ensure that they are fully aware of all fire, safety and emergency procedures and do nothing to cause a breach of our Premises License or agreed Health & Safety Procedures.

15.2) As promoters of the event you are fully responsible for the program; for securing any necessary permissions and licenses; for meeting any required copyright payments or distributors fees and for the contracting and payment of artists and your own production staff. Please note that proofs of correct permissions, licenses and copyrights may be requested by CAC.

15.3) Where applicable, you must complete and return the form relating to Performing Rights Society.

15.4) You are responsible for all tax, VAT and any other financial liabilities relating to any ticket sales that CAC makes on your behalf. Please ensure to reflect this –if necessary –in your ticket price.

15.5) CAC is the sole ticket provider, any requests by you as the promoter to be allocated a number of these for private sale should be notified (in writing) to us in advance together with the name(s) of those people who are authorized by you to take complimentary tickets from us.

Colchester Arts Centre

CHURCH STREET COLCHESTER ESSEX CO11NF 01206 500900

15.6) All technical requirements must be discussed and agreed with us well in advance of performance dates as, however minimal these might be, failure to do so could seriously compromise your show. CAC will provide a technical contact for you to liaise with.

15.7) Unless agreed otherwise rigging/setting of lights can only be done during the dates / times as specified on your hire agreement.

15.8) CAC cannot be liable for any claim, loss or damage sustained by you as a result of failing to provide the venue and/or the services by reason of force majeure, mechanical breakdown or any other reason beyond CAC's control or due to the delay or failure of any CAC staff member to perform their duties. In no circumstances shall CAC be liable for any loss of profits, lost of business or consequential losses suffered by you.

15.9) CAC endeavours to be accessible to a diverse audience on a fair and equal basis and will not permit public promotion of any specific religious or political beliefs to the detriment of others.

15.10) You agree to not use tape or any other materials that may mark or leave a residue on the floor or walls. You are responsible for ensuring that, for any items of set / props you wish to use within the space, you provide sufficient rubber feet/ protective materials to be placed under them to prevent damage to the floor. You will be held responsible for any damage caused during your use of the space and will be held liable for all costs incurred by CAC.