

Terms and Conditions of Hire.

1. Definitions

1.1 "Premises" means any part of the land, buildings or facilities on the Tiverton High School Campus.

1.2 "Hirer" is the person responsible for the booking, whether as an individual or acting on behalf of a group/organisation and each member of the group/organisation using the premises.

1.3 "TCAT"

2. Use of the Premises

2.1 The Hirer will comply with the Conditions of use, as specified, together with any other documents and conditions that may be required from time to time and any notices displayed in relation to the hire of the premises.

2.2 The Hirer will take all reasonable steps to safeguard and protect the premises and facilities from loss and/or damages and use them with consideration and with due regard to other Hirers and nearby residents.

2.3 The Hirer accepts responsibility to replace any lost or damaged property on a 'new for old' basis.

2.4 The Hirer accepts responsibility to ensure that any equipment belonging to the premises is only used by suitably qualified individuals.

3. Restrictions

3.1 The Premises Manager reserves the right, at their discretion, to exclude any person considered to be unsuitable.

3.2 The premises, facilities, or equipment may not be used for any illegal or immoral purpose.

3.3 Alcoholic beverages may only be brought onto the premises by prior arrangement (subject to licensing approval) or purchased in the Theatre Bar.

3.4 Smoking is only permitted in designated smoking areas.

3.5 The use of the premises is restricted to the specific facilities, dates and times hired. The premises shall only be accessed via authorised means.

3.6 Noise levels must be appropriate to and not exceed the level that is reasonable for the use of the particular facilities at that time of day.

4. Insurance

4.1 The Hirer shall be responsible for ensuring that they have in place sufficient Public Liability insurance to cover damage, injury or death, by any incident occurring on the premises, during the hire period. The Management reserves the right to request evidence of such cover and to refuse or cease the contract if, in the opinion of the management, the cover provided is insufficient.

5. Payment

5.1 A 25% reservation fee is required at the time of booking.

5.2 Payment, plus a refundable deposit of £50 held in the event of cleaning charges, is due in full fourteen days prior to the commencement of the hire period.

6. Cancellation

6.1 Any booking cancelled more than three months in advance of the commencement of the hire period will receive a full refund of any reservation fee paid.

6.2 Any booking cancelled more than one month, but less than three months in advance, of the commencement of the hire period there will be no refund of the reservation fee.

6.3 Any booking cancelled less than one month in advance of the commencement of the hire period will be subject to an additional charge of 25% of the full anticipated charge for the event.

7. Safety

7.1 The Hirer must carry out appropriate risk assessments for their event(s) and a copy must be provided upon request.

7.2 The Hirer shall comply with all rules and guidance displayed/issued and shall take all reasonable steps to ensure the Health & Safety of the individuals using the premises in accordance with the Tiverton Community Arts Theatre 'Health & Safety Guidelines'. Any accidents occurring during the hiring must be reported in writing within 48 hours of the event.

7.3 Hirers should familiarise themselves with the location of escape routes, fire extinguishers, fire alarms, exit doors and emergency procedures.

7.4 Only approved equipment may be used on the premises and we reserve the right to prohibit the use of any equipment deemed to be unsuitable. Where the Hirer is intending to use their own electronic equipment the Hirer must ensure that all such equipment has a valid Portable Appliance Test (PAT) certificate before use. We reserve the right to request evidence of such valid tests.

7.5 Hirers must ensure that all minors are supervised.

7.6 It is the hirers responsibility to ensure that staff have undergone appropriate checks and clearance procedures, e.g. CRB.

8. First Aid

8.1 Hirers are responsible for arranging first aid cover for their event. Cover for large events can be arranged through St John Ambulance or the Red Cross. They will make a charge for their services.

9. Vacating

9.1 The premises must be vacated promptly at the end of the hire period and left in a tidy state, all rubbish being removed. Walls, floors and other surfaces must be left in a clean condition.

9.2 Any instructions given by individuals authorised by the management must be complied with.

9.3 The Hirer acknowledges that any items left at the Premises for seven days after the hire period may be disposed of at the expense of the Hirer by whatever convenient means considered fit.

9.4 The hours of hiring must include set up and strike time. If the event continues after the agreed finish time, an additional charge will be made as shown on the Lettings Form.

9.5 The Hirer must keep to the allocated rooms. Any additional space used will be charged accordingly.

10 Complaints, Loss and Damage

10.1 The management must be informed immediately of any loss or damage or any complaint regarding the Premises.

10.2 The Hirer uses the premises entirely at their own risk and save as regards negligence by TCAT, causing death or personal injury, the Hirer shall not bring any claims against TCAT.

10.3 TCAT gives no warranty that the premises are suitable for the purposes of the Hirer. Inspection is invited by prior arrangement.

10.4 In the case of any damage or loss of equipment this will be charged back to the Hirer. TCAT has the final decision on what constitutes damage.

11. Security

11.1 The building is made secure and alarms set, but overnight security staff is not provided. TCAT are not liable for any loss or damage to any equipment brought onto the premises by the hirer.

12. General Provisions

12.1 The Hirer acknowledges that the Contract of Hire may be terminated without refund if, in the opinion of TCAT, there is an abuse of the premises, or any behaviour likely to cause personal injury.

12.2 TCAT retains possession of the premises and retains the ownership of any keys for the purpose of gaining access at any time.

12.3 The Contract of Hire is personal to the Hirer and confers no tenancy or other legal rights.