

Introduction

Cranleigh Arts Centre Ltd. is licensed by Waverley Borough Council for arts and entertainment events.

Cranleigh Arts Centre (hereafter referred to as 'CAC' or 'the Centre') conforms to certain rules and regulations for the protection of the public and the conditions of hire have been devised for the benefit and protection of the Hirer(s) as well as the Centre. Upon signing the Agreement, the Hirer of the premises enters into a legally enforceable contract expressed in the Hire Agreement (hereafter referred to as 'the Agreement').

The Hirer referred to in this document means him/herself and his/her employees, agents, sub-contractors, artistes, guests or any other party concerned with or invited to the event.

Tickets, Accounts & Settlement

Bookings will only be confirmed when the Hirer's explicit agreement has been received by the Centre by email or on paper or scanned to the Agreement and a contact telephone number(s) has been provided to the Centre.

Hirers should note that the premises must only be used for the purpose stated in the Agreement. The Centre cannot guarantee the supply of any items requested after the Agreement has been signed and returned.

If tickets go on sale (where appropriate) or the event takes place, the Hirer is deemed to have accepted the Agreement.

Invoices are payable within fourteen (14) days

Cancellation or postponement by the Hirer will only be accepted by the Centre in writing.

If, before the hire, the Centre considers that the event is likely to prove of an objectionable or undesirable nature or contrary to the details of hire listed in the Agreement, the Centre shall have the authority to recommend that the application be cancelled without payment or compensation. The Hirer may also forfeit the hire charge.

Event Hires

For Event Hires which include Performance Hires where the Hirer sells the tickets, a deposit of 50% of the full hire fee (including VAT) must be paid with the return of the Agreement to secure a booking. The balance due is invoiced after the event for settlement within 14 days.

The Hirer is responsible for ensuring that licensing capacity limits for the room hired are not exceeded.

The following cancellation charges will apply:

- More than 28 days' notice - 50% of hire fee
- Less than 28 days' notice - 100% of full hire fee

Charges will be in accordance with the current fees and charges tariff.

Regular Hires

Hire charges are invoiced monthly in advance for settlement within 14 days. If the Hirer fails to pay the hire charge on time, the booking will not be secured, and the room may be released for other use.

The Hirer is responsible for ensuring that licensing capacity limits for the room hired are not exceeded.

Performance Hires

For hires where the Centre sells the tickets to the event, the Centre will produce the tickets. No person other than a bona fide cast member will be allowed admission to the Centre without a seat ticket or approval by the Duty Manager. The Hirer must make known to the Duty Manager the names and numbers of helpers or participants who require access to the Centre and/or seats in the auditorium, prior to the event.

A full account of all sales for the event will be supplied to the Hirer within 30 days of the completion of the event together with an invoice for the Centre's commission and/or any other Centre charges. All charges are subject to VAT

at the prevailing rate. Balance due to the Hirer following settlement will be payable by BACS on receipt of a VAT invoice detailing the Hirer's bank account details and completion and return of a PRS declaration form.

Marketing

Any marketing undertaken before a signed Agreement is returned will nevertheless be recharged. This may include print design and production.

For Event, Regular and Performance hires where the Hirer sells the tickets, the Hirer is responsible for marketing.

For Performance hires where the Centre sells the tickets, the Centre will market the event on their website, social media, brochure and within the venue, subject to the Hirer providing copy, images and printed materials by the deadline date.

Any print supplied with incorrect details will be amended and the cost recharged to the Hirer.

Liability

The Centre has Public Liability insurance cover with a limit of £5million. This covers the Centre against injury or damage to third parties (that is, the Hirer or Artist(s), and others in the building) which arises from the Centre's negligence.

The negligence of the Hirer or Artist(s) and their agents, is not covered. For the avoidance of doubt the Centre carries no responsibility for the Hirer's public liability and limits its liability to what is covered under its own Public Liability insurance cover. We require that the Hirer carry Public Liability insurance cover to indemnify the Centre against all actions, proceedings, claims, demands, costs or awards brought or made against the Centre in respect of any loss or damage sustained by any person while rendering any service to or for the Hirer during, or in connection, with the Event but in any case not attributable to any negligent act or omission on the part of the Centre. Ideally this cover should be for at least £5million. The Hirer agrees under this Agreement to supply the Centre with evidence of this cover upon request.

The liability of the Centre in the event of any loss by, damage to, or consequential loss by or damage to the Hirer, their agents, employees, customers or guests through the cancellation of the hire no matter how caused, is limited to a full or partial refund of the hire fee at the discretion of the Centre.

In the case of strike, lock-out, failure of supply of water, gas, or electricity or acts of God, which may cause the premises to be temporarily closed or the event interrupted or cancelled, the Centre will not be held responsible and a refund will only be payable by the Centre in exceptional circumstances, at the discretion of the Centre.

The Hirer is responsible for all damage to the premises and facilities hired and to any property in the Centre which occurs during the period of hire or while persons are entering or leaving the Centre pursuant to the hire, however or by whomever caused. Breakages or other damage so caused to the Centre's property will be charged to the Hirer. In some cases the Centre will require a deposit prior to the event.

The Centre accepts no responsibility for the Hirer's materials or equipment including for theft or damage whilst on the Centre premises. We recommend that the Hirer effect their own insurance.

The Hirer must observe the conditions of the Centre's various licences including its:

- Public Entertainment's Licence
- Theatre Licence
- Performing Right Society Licence
- Magistrates' Licence

Copies of these licences are available for inspection at any reasonable time.

The Centre reserves the right of its authorised representatives or for the Police to access all parts of the premises for the purposes of preserving good order.

Furniture and Fixings

Hirers are not permitted to move any of the fixtures and fittings between rooms without permission.

Smoking and Vaping

The Centre is a non-smoking and non-vaping building throughout.

Alcohol

The sale and consumption of alcohol in the Centre is strictly controlled by the conditions of our magistrates' licence. Hirers must not:

- Bring alcohol on to the premises for sale;
- Bring alcohol on to the premises for consumption by their agents, employees, customers or guests without the prior agreement of the Centre. In these circumstances a charge may be made;
- Consume alcohol anywhere in the Centre other than in an area specifically set aside for that purpose.

Beverages supplied by the Centre to the Hirer will be recorded and added to their invoice at account settlement. Any beverages not supplied by the Centre will incur a charge for corkage and charged to the Hirer's account for inclusion on their invoice at settlement. Please note that no drinks should be taken from the bar without permission of the Duty Manager and unless agreed by the Operations Director the Hirer will be charged standard bar prices and invoiced.

Health and Safety

The Centre has a published Health and Safety Policy which the Hirer, by agreeing the hire, is deemed to have accepted. It should be noted that any activity which, in the view of the Centre, or its appointed agent, conflicts with the Centre's Health and Safety policy may result in the cancellation of the hire without notice or refund.

The Hirer is responsible for keeping a record of the number of attendees at their event which is to be made available to Cranleigh Arts Centre upon request. Hirers must ensure that the maximum capacities for each room are not exceeded.

No disco smoke, vapour producing machines or naked flames are permitted within the building. Authorisation from CAC is required as part of the Agreement for the use by the Hirer of potentially hazardous effects (e.g., flying, liquids, animals, CO₂, gunshots, knife-throwing). The Centre reserves the right to remove other items deemed a health and safety risk.

The Hirer must not pour dangerous chemicals down the sink or put anything dangerous in the bin.

The Hirer shall notify a representative of the Centre immediately of any accident or injury which has taken place at their Event.

Fire and Evacuation Procedures

The Hirer must examine the Fire and Evacuation Procedures displayed at the Centre and set out in detail in the Agreement. The Hirer must keep a list of their participants to bring to the designated assembly point in the event of evacuation. The session leader or named Hirer is responsible for the safety of the participants and must help to ensure that they are clear of the building in the case of the fire alarm sounding. The Centre, or its appointed agent, reserves the right to examine this list at any time. In the event of a fire or evacuation for any reason the liability of the Centre to the Hirer, their agents, employees, customers or guests is limited to a full or partial refund of the hire fee, at the discretion of the Centre. Fire doors are to remain fully closed at all other times and are not to be used for general access.

Access

The Hirer or Artist may have access to the hired space during the agreed hours of the hire only, except that we allow time for get in and clear up, and this is not chargeable. Hirers are under an obligation to include sufficient time to access, set-up their event and leave the premises within their booking. All visitors should, in the first place, call at the Box Office. Persons arriving prior to the agreed start time may be required to wait outside the hired space or the building. The Hirer or Artist is required to depart the hired space, taking all equipment, furniture etc, by the agreed end time. Normal access is via the foyer, which has entrances from the car park and at the front of the building. After normal opening times, front doors will be closed. The building is fully accessible to disabled visitors.

Security

The Hirer is not to leave outside doors open and unattended. The Centre reserves the right to book security should it deem that the event warrants it. The Hirer will be informed and the cost for this will be passed on to the Hirer.

Cleanliness

The Hirer must leave the space as tidy as it was upon arrival and should consult the Duty Manager when they leave. All equipment and furniture must be returned to its original position. Any additional cleaning required will be charged to the Hirer at the prevailing rate plus VAT.

Kitchen

The kitchen may be hired out for the storage and preparation of food or for cleaning but the Centre reserves right of access for general or commercial operations. No Hirer without a basic food hygiene certificate is permitted to use oven facilities. The kitchen must be left in a clean and hygienic state and all appliances switched off. The Centre reserves the right to levy a charge to cover the cost of cleaning if deemed necessary.

Café Facilities

The Centre provides café facilities and the Hirer may not bring additional consumable food and drink items onto the premises without the prior agreement of the Centre. The Centre retains the right to charge a fee for this usage. Please note no consumables can be taken into the café or gallery area, which are restricted to items bought within the Centre.

Bar

If agreed at the time of booking, the Centre may allow use of its licensed bar during normal licensing hours.

Electrical Equipment

The Centre cannot take responsibility for any damage to any person caused by electrical equipment provided by the Hirer or Artist. The Centre may make charges for the use of electrical equipment which use excessive amounts of electricity. For safety reasons the Hirer must ensure any equipment brought into the venue complies with regulations to ensure it is safe and well maintained to prevent danger.

No excessive or unnecessary use of the Centre's electricity will be tolerated (e.g. charging of personal electrical equipment).

Parking

Due to the capacity of our car park we regret it is solely for the use of Centre staff, tutors, lead Hirers and disabled visitors only. Please make this known to any attendees to the event. The disabled bays are solely for the use of blue badge holding visitors to our Centre.

Intellectual Property

The Centre has been designated as a 'Provincial Theatre' by the Performing Rights Society (PRS) and Hirers are responsible for copyright fees for any music performed or broadcast or played at the Centre. The Centre recoups PRS costs from Hirers who must complete a PRS form where applicable. The Centre reserves the right to withhold payments due to the Hirer until receipt of a duly completed PRS declaration form.

Hirers are responsible for ensuring that their Event does not infringe copyright and for indemnifying the Centre against any charges arising from their breach of copyright.

Noise

The Centre is in a residential area and Hirers are requested during the period of hire to minimise noise and inconvenience to our neighbours.

Public Order

The Hirer must ensure that they, their agents, customers and guests maintain public order throughout the period of the hire. In the event of a breach of public order the Centre, through its appointed agent, reserves the right to discontinue the hire immediately. Under these circumstances the Hirer, their agents, employees, customers and guests may be required to leave the premises without notice or refund.

Fly Posting

Hirers should note that Fly Posting is a criminal offence and if an enforcement action is taken against CAC, the Hirer will be joined as a party to the proceedings and the Centre will seek full recovery of any fine and legal costs.

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