

### **CONDITIONS OF HIRE**

# 1. Making a Booking

- 1.1. All hires must be confirmed via booking form which must be submitted at least **56 days** before the date of hire.
- 1.2. All hirers must state the purpose of the hire. The Theatre Manager will submit an incident report if s/he suspects that the letting or gathering has been used for political purposes not previously authorised, the dissemination of inappropriate material or other purposes which could be reportable under the new statutory Prevent duties or which contravene current legislation in any way.
- 1.3. The Management reserve the right to refuse any application for hire, to cancel or terminate a hiring at any time, or to close or prohibit the use of any facilities if, in the opinion of the Technicians, the facility is unsuitable for use.

## 2. Liability & Indemnity

- 2.1. The Hirer will indemnify and hold the Theatre harmless against any claims, costs, proceedings, charges and expenses incurred in respect of the death of or any injury to any person or loss of or damage to property, which occurred while the Hirer, its employees, guests or contractors are on or about the premises of the Theatre. Except to the extent that the death of or any injury to any person or loss of or damage to property arose from any negligent act or omission of the Theatre or its staff.
- 2.2. The Hirer is responsible for arranging appropriate insurance cover for their booking. As a minimum, this should include £5m for public liability and £10m for employer's liability with employer's liability insurance extended to ensure it covers volunteers. The Hirer must provide the Theatre with evidence of insurance cover 28 days prior to the holding of the relevant event. The insurance documentation must be valid for the full period during which the relevant event takes place. Failure to do so, shall constitute a fundamental breach of these Conditions and will mean that the booking may be cancelled at the Theatre's discretion. In the event of a cancellation under this condition the Hirer will still be liable for any charges due.
- 2.3. The Hirer must inform the Theatre of all material matters of which the Theatre's Insurers should be informed in relation to the intended use of Theatre Premises.
- 2.4. Professional freelance or consultant technicians or other ancillary personnel, should provide their own liability and indemnity cover if they are considered to be operating independently from Strode Theatre and the Hirer; and must provide the Theatre with evidence of insurance cover 28 days prior to the holding of the relevant event. The insurance documentation must be valid for the full period during which the relevant event takes place.
- 2.5. Strode Theatre is not insured for the equipment or property brought into the premises by the Hirer.

## 3. Theatre Management

- 3.1. It is understood that throughout the period of hire, Strode Theatre will continue to conduct its legitimate business and/or teaching activities without interference from the Hirer. Theatre staff will always pay due regard to artistic and technical requirements for the Hirer.
- 3.2. Strode Theatre will provide a Duty Manager for all hire events. Volunteer Ushers will also be provided, unless otherwise stated by the Hirer.

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#### 4. Technical

- 4.1. The Hirer must arrange a production meeting with the Technical Manager no later than **42 days** prior to the start of the hire.
- 4.2. Only persons with the authority and approval of the Technical Manager or the Theatre Manager can operate technical equipment at any time, and the names of these people should be made available, with their area of responsibility.
- 4.3. A Production Manager representing the Hirer, or a person nominated by him/her, must be present on-site throughout the hire in order to supervise successful and safe technical completion of the production.
- 4.4. A Duty Technician will be present for all dress/technical rehearsals and performances.
- 4.5. No tabs, borders or legs may be removed or re-arranged except under the supervision of the Technicians. Nothing may be pinned, stapled or otherwise be attached to the stage curtains, legs, tabs or stage flooring. No props or scenery should be painted on stage.
- 4.6. The Hirer will be responsible for making good or be charged for all damage to equipment or building arising from their use during the hiring, including drill-holes into the stage floor or damage or failure of any electrical equipment during the hire, at a **minimum rate of £150.00**.
- 4.7. The Hirer must remove all scenery, props and costumes at the end of the hire period. Any items left for more than **three days** without permission will be disposed of.
- 4.8. Any delivery of goods to Strode Theatre must be made by prior arrangement with the Theatre Manager or Technical Manager. This includes deliveries to the scene dock.
- 4.9. All hires must adhere to the times stipulated in the booking form. Any time over a **fifteen-minute** grace period will be charged in **four-hour session** increments.
- 4.10. Flying scenery or working at height, must meet necessary requirements, including provision of at least two personnel with appropriate physical fitness and necessary training.
- 4.11. The backstage areas are provided to the hirer in a clean condition from the first day of booking. It is the responsibility of the hirer to maintain a good standard of cleanliness during the hire period and the backstage areas in good state of order and cleanliness. Cleaning services over and above any reasonable amount will be recharged to the hirer.

# 5. Health & Safety

- 5.1. Users of Strode Theatre must at all times adhere to the Technical Standards for Places of Entertainment (published by Association of British Theatre Technicians) and the Strode College Health & Safety Policy and must heed the advice of the Theatre staff on these matters.
- 5.2. Hirers must provide a Risk Assessment for each production. The Theatre Manager or Technical Manager can provide templates for the Hirer's use.
- 5.3. Hirers must provide the name of the Stage Manager on the booking form. The stage manager is the person responsible for the backstage area and will be required to attend an induction meeting with the Duty Technician and the company's crew. The Stage Manager will be asked to sign that they have read these conditions and accept responsibility for the activities which take place and the conduct of their crew in the back-stage areas on behalf of the Hirer. The Stage Manager will oversee the backstage evacuation if necessary, with support from the Theatre's duty technician.
- 5.4. All members of cast and crew must sign in at the stage door (or other signing in point) for each performance and dress rehearsal. The number of performers on stage and backstage (combined) at any time must not exceed **120**, to allow for safe backstage evacuation.
- 5.5. All users of Strode Theatre are responsible for their own First Aid cover in backstage areas. First Aid kits can be found in the office, rehearsal room and props room. St John Ambulance personnel can be called on when available, but their attendance cannot be guaranteed.

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- 5.6. All hirers must report accidents or incidents to the Duty Technician or Duty Manager, who will complete accident or incident report forms as appropriate.
- 5.7. Hard hats and toe-caps must be worn during any work on stage while stage sets or flying sets are in motion or under construction. Strode Theatre can provide some hard hats, but it is the responsibility of the hirer to ensure that correct provision is made and all personnel on stage are complaint with these regulations.
- 5.8. Alcohol, glasses and china must not be taken from the bar area.
- 5.9. We ask that all users refrain from alcohol consumption before and during a show or event.
- 5.10. No smoking, including vapour and e-cigarettes is permitted backstage, onstage or anywhere in the building any time, unless this is a legitimate part of a performance in which case a smoking policy and other documentation must be completed and agreed with the Theatre Manager at **28 days** in advance of the production week, for clearance with Mendip District Council.
- 5.11. If it is intended that explosives, inflammable liquids, highly flammable articles, real flame or imitation firearms shall be used in a rehearsal or performance then separate permission must be obtained from Mendip District Council/Fire Safety Officer/Police. The Hirer is required to give the Management 42 days' notice, in writing, of the intention of using such material to enable permission to be obtained (if applicable). Homemade pyrotechnics may not be used. All pyrotechnics should be used in accordance with ABTT code of practice by responsible, approved personnel.
- 5.12. The use of live animals on stage is only permitted with approval of the Theatre Manager.
- 5.13. All scenery, props and costumes must be fire-proofed.
- 5.14. Nothing should be positioned either on stage, backstage or as part of a stage extension so as to impede access to fire exits or fire fighting equipment.
- 5.15. Nothing must be positioned on stage without the permission of the technicians so as to impede the closing of the house tabs or the lowering of the safety curtain.

### 6. PRS

- 6.1. A copy of the programme of music performed must be lodged with the Theatre Manager in accordance with the regulations of the Performing Rights Society (not applicable if a show is performed under Grand Rights).
- 6.2. The appropriate PRS % will be charged to the hirer, except where Grand Rights have been paid or the music is out of copyright.

#### 7. Child Protection

- 7.1. It is the responsibility of the hirer to ensure that all adults supervising children and/or vulnerable adults in any capacity at Strode Theatre have the appropriate check from the Disclosure & Barring Service (DBS), formerly CRB. Further information on DBS is available on the website www.direct.gov.uk.
- 7.2. Hirers should have their own Safeguarding policy and procedures in place and follow them in an appropriate way. A copy of this policy must be provided along with the booking form. Strode College's Safeguarding policy can be found at www.strode-college.ac.uk/links\_documents/20

### 8. Box office & Ticket Pricing

8.1. Hiring companies agree to a contribution on each ticket price towards the Theatre's Support Fund. Each ticket of £10 and over will include a 'contribution' of £1 and each ticket under £10 will include a 'contribution' of 50p. These monies will be deducted from the box office takings before payment is made to the hiring company.

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# **CHECK LIST**

These documents must be provided to the Theatre Manager by the start of the hiring period:

- 1) Booking Form, pages 1 3 (before brochure publication, at least **56 days** prior to the start of season)
- Media assets & text for brochure (before brochure publication, at least 56 days prior to the start of season)
- 3) Technical Production meeting with the Theatre Technical Manager, at least 42 days prior to start of hiring period
- 4) Technical Production Form (no less than 28 days before the start of the hiring period)
- 5) Production Schedule, if appropriate (no less than 28 days before the start of the hiring period)
- 6) Insurance Certificate/s (no less than **28 days** before the start of the hiring period)
- 7) Risk Assessment/s (no less than 28 days before the start of the hiring period)
- 8) Safeguarding Policy (if appropriate, no less than 28 days before the start of the hiring period)
- 9) Approximate show / event timings (no less than 28 days before the start of the hiring period)

The Strode Theatre, including the Strode Studio, is an integral part of Strode College, Church Road, Street, Somerset, BA16 0AB

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