

RIVERSIDE ARTS CENTRE
57-59 THAMES STREET, SUNBURY-ON THAMES, MIDDLESEX TW16 5QF
www.riversidearts.co.uk

CONDITIONS OF HIRE

Definitions. **RAC** is any part or all of The Riverside Arts Centre, 57-59 Thames Street, Sunbury on Thames, Middlesex. TW16 5QF.

The **Hirer** is the Organisation/Society or the individual wishing to hire **RAC**

1. APPLICATIONS FOR HIRE

- 1.1 Applications to hire the premises must be made by a named officer of the Society/Organisation on the **RAC** Booking Form at least 28 days prior to the date of the proposed event. Applications by individuals must be made by the person who is financially responsible for the event. (see also 3.1 below)
- 1.2 The **Hirer** must state clearly on the Booking Form the purpose of the hire and the expected audience/participant numbers. The premises must not be used for any other purpose than those stated. The audience/participant number must not exceed the licensed capacity of the Hall.
- 1.3 The benefits and obligations of the **Hirer** are not transferable to any other Organisation/Society or third person.
- 1.4 The hire of the premises is subject to these Conditions of Hire in their entirety.
- 1.5 The RAC Management Committee reserves the right to decline any application to hire the premises.

2. CHARGES.

- 2.1 An invoice covering all charges will be issued and will be due for payment 28 days prior to the event. For Hall bookings, a bond of £250 will be required in addition to the hire fee. In no circumstances will any part of the **RAC** premises be made available unless the hire fee and bond have been received in due time. The invoice will state which areas of the premises are included in the hire agreement No other areas of **RAC** may be used. An additional charge will be made if it is evident other areas have been used.
- 2.2 The bond will be returned within 7 days after the event, provided there has been no damage to, nor interference with, the property, fittings or equipment and no additional cleaning or complaint received which may result in a cost to the **RAC**. Any costs incurred by **RAC** to reinstate the premises will be charged against the bond and any remainder returned to the **Hirer**

3 THE HIRER

- 3.1 The **Hirer** must satisfy the **RAC** that sufficient competent/responsible persons will be present throughout the hire period to control entry and behaviour of persons attending their event . The person in charge will normally be the **Hirer** but another nominated person may be identified to the RAC so they may be familiarised with the RAC premises re. facilities, safety, cleaning etc. (see Appendix for 'Notes for Person in Charge of Event')
- 3.2 Unless the **Hirer** reports to **RAC**, at the beginning of the hire period, that any property of the **RAC** is damaged, the **Hirer** will be held responsible for all damage to any part of the building the **Hirer** has used, the contents thereof or the loss or breakage of any article of property owned by **RAC** during the period of the hire or at any other time during which the **Hirer** or any person associated with him/her shall be using the premises for any reason.
- 3.3 The expense of replacing or making good the same shall be borne by the **Hirer**.

- 3.4 The **Hirer** shall ensure that there are no unlawful acts or disorderly conduct within the premises and that nothing contrary to sobriety, decency and good manners is performed, exhibited, represented or transacted therein and no activity shall be permitted which may be or become a nuisance or annoyance to the **RAC** or the owners or occupiers any adjoining property. In the event of such occurrences **RAC** may terminate the event immediately without redress to the **Hirer**. Any cost incurred by the **RAC** in calling the Police or other emergency services to the premises shall be borne by the **Hirer**.
- 3.5 No alterations or addition to the existing lighting arrangement shall be made without the prior consent of the **RAC** and no naked flame of any kind shall be used in any circumstances.
- 3.6 All exits, gangways, passages, corridors, lobbies, external passageways and forecourts must be kept clear and free from obstruction during any period when an audience is present.
- 3.7 The **Hirer** shall ensure that the number of persons to be admitted to the premises does not exceed the maximum number stated on the Booking Form. Adequate measures must be taken to ensure this number is not exceeded at any time.
- 3.8 No stiletto-heeled shoes shall be worn inside the premises unless heels of such shoes are fitted with rubber caps capable of protecting the floor of the premises. Any costs to repair any damage to the floor, which are likely to be considerable, will be charged to the **Hirer**.
- 3.9 **RAC** is licensed for the sale of alcoholic drinks or liquors to persons over the age of 18 attending the event. No alcoholic drinks other than those purchased from the Arts Centre Bar may be consumed on the premises. Despite this ruling and if it is evident that alcoholic drinks are brought onto the premises **RAC** reserves the right to make a reasonable corkage charge. Persons under the age of 18 must not be allowed to consume alcoholic beverages in **RAC**.
- 3.10 Smoking is prohibited by anywhere within RAC.
- 3.11 No vehicles may be parked in the yard adjacent to the RAC or in the drive leading to it. Vehicles may use the yard to offload or collect equipment. They must be removed immediately after unloading/loading and parked in nearby public car parks.
- 3.12 The whole premises must be vacated before midnight and care taken to ensure neighboring properties are not disturbed.

4 **DAMAGE TO RAC PROPERTY**

- 4.1 The **Hirer** shall take good care of and shall not cause any damage or permit or suffer any damage to be done to the hired premises, or any part thereof, to any fittings, equipment or other property therein and shall make good and pay for any damage thereto (including accidental damage) caused by any act or neglect of himself/herself, his servants, agents or any person resorting to the hired premises by reason of the use of the hired premises by him/her.

RAC

- 5.1 **RAC** does not accept any responsibility for injury, damage or loss howsoever caused to any persons or in respect of any articles or goods brought onto the premises by the **Hirer** or any other person.
- 5.2 **RAC** is licensed by the Performing Rights Society (PRS) in respect of public performance on the premises of copyright material. Where events use copyright material, the **Hirer** is responsible for obtaining a licence to perform the material and for paying the royalties due to the copyright holders. A copy of the licence to perform must be displayed on the premises during the event. **RAC** will cancel the hire if a licence cannot be displayed. (See 5.3 below) Where events take the form of a concert of individual works, a full return of all items in the programme must be made to the **RAC** Secretary within 48 hours of the event to enable the **RAC** to make a correct return to the PRS

and pay the performing right fees. In these cases the PRS levy will be charged against the bond paid by the **Hirer**...

- 5.3 **RAC** reserves the right, at any time and without previous notice, to cancel any booking of the premises if it reasonably believes these Conditions of Hire may or have been broken. In such cases, the amount paid by the **Hirer** (or the proportionate part thereof in the case of a hiring for a series of events) shall be refunded. The **Hirer** shall have no further claim whatsoever against **RAC** in respect of the hiring or on account of the cancellation thereof.
- 5.4 The **RAC** shall not be liable for any loss caused by any breakdown of machinery, failure of electricity supply, leakage of water, fire and smoke detectors, government restrictions or act of God, which are beyond the responsibility or reasonable control of the **RAC** and which may cause the premises to be temporarily closed or the **Hirer's** use thereof to be interrupted or cancelled.
- 5.5 The **RAC** liability, in the event that the premises or any equipment are not available or a hire is cancelled for whatever reason, shall be limited to and shall not exceed the hire charge.

6 **DAMAGE OR LOSS OF PROPERTY AND ACCIDENTS**

- 6.1 In no circumstances will the **RAC** accept responsibility for the loss, theft or damage of or to any goods or property of the **Hirer** or any visitor to the premises.
- 6.2 The **Hirer** shall indemnify the **RAC**, its officers and servants against all claims, demands, actions or proceedings in respect of the death of or injury of any person or damage to or loss of property belonging to any person arising out of the use of the hall otherwise than as a result of the defective condition of the hall or the **RAC's** equipment or the negligence of the **RAC**, its agents, officers or servants.

7. **INSURANCE**

- 7.1 It is compulsory for all **Hirers** to have Public Liability Insurance with a minimum indemnity limit of £5,000,000. A copy of the Certificate of Insurance must be provided before a booking can be confirmed. The booking will be cancelled if this Insurance document is not provided.
- 7.2 **Hirers** must comply with all the conditions which their Insurance Company may impose and in addition at the end of each event, the Auditorium and all parts of the building used should be inspected to ensure that no electrical appliances or lights are left on, no taps are left running and no hazard is left which may cause a fire or injure following users.

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Please return the section below to the RAC Booking Secretary at least 28 days before the proposed event.

Name of Group/Organisation/Hirer.....

Date of event Time.....

Contact Name and Address

Telephone number.....

I agree and accept the Terms and Conditions of the RAC Hire Agreement above.

I enclose a returnable bond of	£250.00
and the hire fee	£_____
Total	£_____

I also enclose the following:

- a completed (yellow) Confirmation of Booking Form
- a Copy of insurance policy for event
- a Licence to perform any copyright work.

Signed

Date.....

APPENDIX

NOTES FOR PERSON IN CHARGE OF EVENT

In order to keep costs to a minimum, the RAC does not employ a caretaker. Please note that you are responsible for ensuring that the following actions are completed before you leave the premises.

All Fire doors must be closed.

Furniture which has been moved should be replaced in position (Chairs stacked, etc) but please do not drag chairs or tables across the hall floor.

Clearing up and sweeping the hall floor after a function should be completed on the same evening. On some occasions, however, it may be possible to leave final clearance until the following morning, when it must be completed before 11 am. Please check and confirm with the Booking Secretary if you wish to do this.

Rubbish should be cleared up and disposed of in the waste bins, or in the dustbins in the yard.

Fires, lights, ventilation, the induction loop and any other electrical equipment used must be turned off. The Hall, Stage and Coffee Bar heating is automatically controlled (consult the Technical Director for details).

The building must be left secure and all entrances closed and locked. All vehicles must be removed from the yard and the yard gate securely locked.