

RIVERSIDE ARTS CENTRE

59 THAMES STREET, SUNBURY-ON THAMES, MIDDLESEX TW16 5QF

www.riversidearts.co.uk

CONDITIONS OF HIRE

Definitions. **RAC** is The Riverside Arts Centre, 57-59 Thames Street, Sunbury on Thames, Middlesex. 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 a Society/Organisation or by an individual who is financially responsible for the event/meeting/rehearsal (see also 3.1 below).
- 1.2 Booking inquiries can be made via email to the **RAC** Booking Secretary or via webform. Bookings for public events should be made at least 21 days prior to the date of the proposed event.
- 1.3 Access to each new booking year's calendar will be made to RAC Affiliate Members & Spelthorne Borough Council prior to other **Hirers** - typically 6 months prior to the new booking year. Once they have an opportunity to agree their bookings, access will be offered to regular **Hirers** from the prior year before general access is offered to other **Hirers**.
- 1.4 The **Hirer** must clearly state the purpose of the hire. 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 booked space.
- 1.5 If the use of premises by the **Hirer** involves persons under the age of eighteen or at-risk adults, the **Hirer** must provide evidence of their Safeguarding Statement, Policy, and/or Working Practices & Procedures.
- 1.6 The benefits and obligations of the **Hirer** may not be transferred to any other Organisation/Society or third person.
- 1.7 The hire of the premises is subject to these Conditions of Hire in their entirety. By confirming a booking with the **RAC** Booking's Secretary, you confirm that you have read and agree to the Conditions of Hire.
- 1.8 The RAC Management Committee reserves the right to decline any application to hire the premises.
- 1.9 Use of the Raked Seating facility in the Hall space is only available to events of three or more performances unless otherwise agreed with the Hon. Technical Director. To extend the system's life, all **Hirers** requesting this facility will be requested to use dates in the week immediately following or preceding prior use of this facility. The construction/strike dates/times will be notified with the booking confirmation but are typical Tuesday 14:00-18:00 and Sunday 10:00-14:00 during the week of the event. **RAC** reserves the right to withdraw this facility with up to 48 hours notice and must provide written reasoning if withdrawn with less than 14 days notice.

2. CHARGES

- 2.1 Invoices will normally be raised at the end of each Calendar month covering all bookings related to the previous month. Invoices must be paid within 30 days from the date of Invoice.
- 2.2 For event bookings by new users, a deposit of £250 may be invoiced. If required, no part of the **RAC** premises will be made available unless the deposit and necessary information has been received in due time. The **RAC** Booking Secretary will finalise which areas of the premises are included in the hire. No other areas of **RAC** may be used. An additional charge and fine will be added to the invoice if it is evident other areas have been used without prior permission.
- 2.3 Provided there has been no damage to, nor interference with, the property, fittings or equipment any deposit, less any hire charges, will be returned within 28 days following the last day of the event booking.
- 2.4 If any of the above is applicable, additional cleaning is required, or a complaint is received which may result in a cost to the **RAC**; the deposit will be held until any costs are finalised. Any costs incurred by **RAC** to reinstate the premises will be charged against the deposit and any remainder returned to the **Hirer**.
- 2.5 In the event of the **Hirer** using the Raked Seating, they are required to supply between 2-4 persons to aid with the erection and striking of the aforementioned structure. **RAC** reserve the right to charge up to £250 and not assemble the raked seating if this requirement is not met.
- 2.6 In the event of the **Hirer** using the **RAC** technical equipment and adapting the standard layout for their event, they must restore the equipment to the condition and location as specified by **RAC** technical specifications and relevant drawings. The Technical Team will make contact prior to each hire to discuss requirements and to distribute the relevant documents. **RAC** reserve the right to charge up to £125 if this requirement is not met.
- 2.7 For affiliated and regular users who are not requested to pay a deposit, any charges relating to any of the matters above (including but not limited to; damage, property interference, cleaning, and raked seating) will be added to their regular invoice. Where feasible, **RAC** will endeavour to make contact about the situation prior to the invoice being raised.

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 the entry and behaviour of persons in attendance - including any/all audience members. The person in charge will normally be the **Hirer** (as per 1.3) but another nominated person may be identified to the **RAC** if necessary. This must be done in good time so they may be familiarised with the **RAC** premises (facilities, safety, cleaning etc.). (see Appendix for 'Notes for Person in Charge of Event')
- 3.2 The **Hirer** must inform the **RAC** Booking Secretary of the responsible person(s), where not the **Hirer**, for and their contact mobile number(s) for any/all building usage.
- 3.3 Where persons under the age of eighteen, or at-risk adults, are in the care of the **Hirer**, adherence to provided the **Hirer's** safeguarding policy, practices, & procedures must be maintained. **RAC** volunteers and the management team should not access the hired spaces without a valid reason and prior notification to and approval by the **Hirer**. All instances (other than staffing of the **RAC** Club Bar), including participation by any **RAC** volunteers or management team, must be reported to the **RAC** Booking Secretary and/or Chairman to ensure the safety of vulnerable persons.

- 3.4 Unless the **Hirer** reports to **RAC**, at the beginning of the hire period or immediately after discovery, 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 them shall be using the premises for any reason.
- 3.5 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. No activity shall be permitted which may be or become a nuisance or annoyance to the **RAC** or the owners or occupiers of 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**.
- 3.6 No naked flame of any kind shall be used without prior written permission.
- 3.7 All exits, gangways, passages, corridors, lobbies, external passageways and forecourts must be kept clear and free from obstruction for the safety of all users.
- 3.8 The **Hirer** must appoint the relevant number of Fire Marshals and First Aiders to comply with the legal & Health and Safety requirements of their event. **RAC** provides basic First Aid provisions and hi-vis jackets for Fire Marshals in suitable locations throughout the building.
- 3.9 The **Hirer** shall ensure that the number of persons to be admitted to the premises does not exceed the maximum number stated when booking or the licensed capacity of the venue. Adequate measures must be taken to ensure this number is not exceeded at any time.
- 3.10 No footwear shall be worn that could damage the floor of the premises. Protective caps or soles are permitted. Any costs to repair any damage to the floor, which are likely to be considerable, will be charged to the **Hirer**.
- 3.11 **RAC** subcontracts the licensed sale of alcoholic drinks or liquors, to persons over the age of 18, to the Riverside Arts Centre Club during events and some affiliated member meetings. No alcoholic drinks other than those purchased from the Riverside Arts Centre Club may be consumed on the premises unless a prior 'corking' arrangement is made with the Riverside Arts Centre Club. If it is evident that alcoholic drinks are brought onto the premises **RAC** reserves the right to charge a fine alongside a reasonable corkage charge. Persons under the age of 18 must not be allowed to consume alcoholic beverages in **RAC**.
- 3.12 Smoking is prohibited within **RAC** and in the immediate vicinity of all entry and egress points.
- 3.13 No vehicles may be parked outside of the six yellow marked bays in the yard adjacent to the **RAC** nor 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. The unmarked space in the yard is dedicated to large vehicles turning to exit on to Thames Street facing the correct direction. Cars left in the unmarked space may be asked to move them immediately.

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.

5. 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 PPL-PRS in respect of public performance on the premises of copyrighted 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).
- 5.3 Where public events involve live performance of copyrighted material, without direct licencing, a PPL-PRS requirement must be specified at the time of booking or **RAC** reserves the right to charge a double-rate fine on the invoice. A full PPL-PRS return of all performed items in the programme must be made to the **RAC** Booking Secretary, along with a box office total, within 7 days of the event to enable the **RAC** to make a correct return to PPL-PRS and pay the performing right fees.
- 5.4 **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.
- 5.5 The **RAC** shall not be liable for any loss caused by any breakdown of machinery, leakage of water, fire, failure of electricity supply or 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.
- 5.6 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 £10,000,000. 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 are left on accidentally, no taps are left running and no hazard is left which may cause a fire.

NOTES FOR PERSONS IN CHARGE OF AN EVENT

In order to keep costs to a minimum, the RAC does not employ a caretaker. Please note that you are (jointly) responsible for the security of the building throughout the period you are using the Riverside Arts Centre (RAC) and/or the Studio.

You agree you have read and accepted the General Conditions of Hire of RAC and these notes.

RAC is licensed Monday-Sunday for public performances. You should familiarise yourself with the licence document found in the Bar area.

RAC is licensed for the sale of alcoholic drinks and subcontracts the management of the bar and all sales to the Riverside Arts Centre Club. No alcoholic drinks may be brought into the premises for consumption therein, unless a corking charge has been agreed upon by the Riverside Arts Centre Club.

Standard hire periods are 09:00 to 13:00 (Morning); 14:00 to 18:00 (Afternoon) and 19:00 pm to 23:00 (Evening). Evening booking can extend to 12 midnight on Fridays and Saturdays only. You should not expect access before your period begins and you should vacate the premises completely prior to the beginning of the next hire period or before 12 midnight after an evening hire period. One-hour gaps are left between each standard hire to avoid building congestion between the exit of one group and the arrival of the next. If additional setup or pack-down time is required, it must be agreed upon with the RAC Booking Secretary. Please leave quietly - we have residential neighbours.

The safeguarding of persons under the age of eighteen, and at-risk adults, is paramount. RAC volunteers and management should not need to access your hired space without prior notification and approval - unless it is for the staffing of the Bar. Only urgent activities (such as maintenance of required equipment, assistance with building matters etc) should be approved by hirers. It is reasonable to expect non-urgent activities to be completed at other times.

All requests (approved or denied), participation, or arrival without notice (approved or denied) by RAC volunteers or management MUST be reported to the RAC Booking Secretary and/or Chairman.

To comply with our lease from Spelthorne Borough Council vehicles should not be parked in the yard adjacent to the RAC nor 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.

RAC is a voluntarily run organisation. To minimise our costs in order to sustain our low rental charges to you the RAC employs neither a caretaker nor cleaners. We ask that you help us to maintain this aim by ensuring the following:

- Clearing up and restoring furniture, including the Grand Piano, to their original position at the end of a booked session.
- To avoid damaging our floors, do not drag chairs or tables across any floor.
- Chairs should be stacked in columns of no more than 6 against the wall.
 - They must not block access to any entrance or exit.
- Any spillages should be dealt with immediately.
- Where Raked Seating is in use, drinks may not be taken onto the Raked Seating.
- Rubbish should be cleared away and disposed of in the waste bins.
 - If the bin is full, or after an event, these must be transferred to the appropriate waste or recycling bin in the yard.
 - Spare bin liners are in the cupboards under the sink in the Coffee Bar and in the Studio kitchen.
- All crockery and cutlery should be properly washed and put away after it has been used.

- The urn must be turned off at the wall socket and, preferably, unplugged.
- All food preparation surfaces must be cleaned after use.
 - Food waste must always be placed in an outside bin.
- The air conditioning system must not be turned on if the central heating system is running.
 - If the hall is too hot turn off the heating system first.
 - Do not adjust any thermostat outside the recommended range or this may result in system failure.
 - The heating in the Hall, on the Stage, in the Coffee Bar, and in the Studio is timer controlled and will turn off automatically. If, for any reason, the heating is advanced this must be turned off before vacating the premises.
 - The air conditioning systems in the main hall, on the stage and in the Studio are manually controlled and, if used, must be turned off before vacating the premises.
- Gas/electric fires, lights, the induction loop hearing aid, and any other electrical equipment (including the stage lighting and sound systems) must be turned off before leaving the venue.
- Notices, of any kind, should not be attached to any painted wall.
 - If notices are required they may be attached to gloss painted surfaces e.g. doors using Blu Tack or low adhesive tape and removed as soon as possible.
 - Gaffa tape (or other strong adhesive tapes) or drawing pins must not be used.
 - If necessary notices may be pinned on the fabric panels on the wall of the main hall on a temporary basis.
- Any damage or equipment failure should be reported by placing a descriptive note in the letter rack near the public telephone. In the event of a serious problem please phone: 01932 782 850 / 07922 689 247 / 07796 531 427.
- The building must be left secure and in the same condition as it was found.
 - Others may be using the premises immediately after a booking. Please leave the premises as you would expect to find them.
 - All Fire doors must be kept closed and checked they are closed before leaving.
 - All entrances must be closed and locked upon leaving the building unless other users are obviously present - do not assume others are present even if you see the lights are on.
 - If other users are present you should inform them that you are leaving and that they become responsible for the security of the building.
 - If handing over to another user, ensure your area is secure and that all lights and electric appliances have been switched off.
 - Any vehicles which have been parked in the yard must be removed.
 - If no other vehicles are in the yard lock the gate

If your booking is for a public event or production, we ask:

- Floors/Stage are Swept
- The coffee bar, dressing rooms, stage, and any other areas that have been used areas are cleared, hoovered and cleaned.
- Rubbish should be cleared up and disposed of in the waste bins, or in the dustbins in the yard.

As per our terms and conditions, we may impose charges if we need to clean/clear up after you or decline further bookings. On some occasions, after evening events, it may be possible to leave final clearance until the following morning. This will require the additional booking of the aforementioned time and will be billed at a 'setup' rate - please communicate with the Bookings Secretary if this is required.

SUMMARY OF HIRER RESPONSIBILITIES

Upon Arrival

Check that the room is clean and tidy from any previous event and that there are no issues (e.g. faulty equipment, lighting etc). If not an immediate concern, contact the RAC Management via email. If urgent, contact the RAC Technical Director by Phone or Text.

During Hire

Be aware of possible strangers in the building and feel free to challenge anyone with whom you are not familiar. If you are not comfortable challenging someone, inform RAC Management immediately.

End of Hire

Return the room to the state in which you found it and ensure that all tables and chairs are wiped clean ready for the next users.

Leaving the building

Ensure that all heaters, lights, and any other electrical equipment used are turned off.
Ensure all outside doors are securely locked.

If there is another event continuing in the building, the Hirer must advise them of their own departure and hand over responsibility for the building's security to them.

Vehicle Parking in the "Yard"

Although the "Yard" is primarily an unloading area you may park here within the six marked bays only. Other vehicles should not be blocked from leaving and space should be left for large vehicles (such as vans) to be able to turn around fully.

At the end of your hire, if there are no other vehicles in the yard, you should close and lock the gates behind you.

Keys

If you have been loaned keys these should be returned within 24 hours, at the latest.

ADDITIONAL RESPONSIBILITIES WHEN STAGING A PUBLIC EVENT (TYPICALLY HALL OR STUDIO)

- Each group shall nominate a Front of House Manager (FoH) who is responsible for all operations not under the jurisdiction of a Stage Manager (or equivalent).
 - This will include the auditorium and other public spaces (excludes the technical gallery)
 - They are responsible for the overall safety of the public and the security of the building.
 - An event's director, organiser, or official can advise but the ultimate responsibility and decision are with the delegated FoH Manager unless overruled by RAC management for safety reasons. This is to ensure that the audience can enjoy the event in a safe and comfortable atmosphere.
 - Any Stage Manager (or equivalent) must be kept informed of all events that might affect the smooth running of the production.
 - In the event of any disturbance, medical issue, or any other major incident, the FoH Manager maintains primary responsibility for managing the situation unless control is taken by Emergency Services or RAC Management.

Before Admittance of the Public

- Check that the hall is clean and tidy from any previous event and arrange cleaning as necessary.
- Switch on Hearing Loop
- Ensure there are an appropriate number of nominated First Aiders on site for the duration of the event.

- This may require one or more in both back of house and front of house areas.
- Ensure there are an appropriate number of nominated Fire Wardens on site for the duration of the event.
 - They are responsible for the ensuring the building is clear and all persons are safely escorted to the Fire Assembly point.
 - Large audiences will require greater numbers of nominated Fire Wardens. General guidance is one Warden per 50 persons.
- Ensure the FoH Manager, Stage Manager (or equivalent), and any other Managers/Supervisors are well acquainted with the emergency evacuation procedures.
- Lock all light switches to prevent accidental turning off by members of the public.
 - Coffee Bar
 - Main Bar Area
 - Front Lobby
 - Hallway next to Studio
 - Studio Passageway (switch on the light for the adjacent Disabled toilet)

During the Event

- Assist people with enquiries (e.g. directions to lavatories)
- Remain Front of House and in permanent communication with event staff (or permanent attendance within the auditorium) throughout the event in case of fire, medical emergency, or other incidents such as unruly behaviour.
 - If this cannot be maintained a responsible deputy must be nominated and all other event staff, especially the Stage Manager (or equivalent), must be advised of the change and any subsequent changes or resumption of duties.

End of Event

- Check seating for lost property
- Switch off Hearing Loop
- Once all members of the public have left, reset all light switches to manual operation.
- If not the last person to leave, hand over control of the building to the nominated Officer of the Hirer.

Leaving the building

- Ensure that all equipment in the technical gallery is switched off.
- Ensure all heaters and lights (inc. dressing room and backstage areas) are turned off
- Ensure all outside doors (workshop, coffee bar, Studio corridor, and front door) are securely locked.
 - If there is another event continuing in the building, the Hirer must advise them of their own departure and hand over responsibility.
- If there is no follow-on event(s), all sound and lighting equipment must be returned to the same pattern as it was found or additional charges may be levied.
- The spaces used during the event, such as dressing rooms, workshop, stage and hall etc are to be cleared of all of your possessions and thoroughly cleaned ready for the next hirer or additional charges may be levied.