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# CLASSES ROOM HIRE AGREEMENT

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This agreement is made between the Blakehay Theatre, Wadham Street, Weston-super-Mare, BS23 1JZ, hereinafter called 'the Theatre' and the hirer named below, hereinafter called 'the Company'.

All parts of the agreement must be completed by all hirers.

Contact Name:		Contact Address:	
Company Name:			
Contact Telephone:			
Alternative Telephone:			
Contact Email Address:			

Whereby it is agreed as follows:

1. The hirer named must be over 21 years of age and shall be personally responsible for the payment of all charges and for compliance with these conditions. Hirers are advised to view the facilities in advance of the hiring, to insure the suitability for the hiring and that they can adequately supervise the hiring on the event of an emergency. Cancellations will not be accepted because the hirer has failed to inspect the premises.
2. The company agrees to adhere to the following hire dates and times as set out by them below. The hire space at the Theatre will be reserved for the Company during these dates and times and the company must ensure that they enter and vacate the venue promptly at the times set out below.
3. You must not use the Theatre for any purpose other than that stated on your Hire Agreement. We may inspect your use of the Theatre at any time. We reserve a right of entry to the Theatre for any of our officers or any officer of the Theatre authorised by the Theatre Manager. The hirer shall not assign or sub-let any interest he may have in the hiring of the Theatre.
4. A Confirmed Booking will only be placed when the theatre has received the completed forms, non-refundable deposit and damage deposit.
5. The Theatre reserves the right to refuse any application without giving a reason, or to accept any application subject to any additional terms and conditions we consider necessary. This includes the right to refuse to confirm any Provisional Booking previously agreed with the Theatre.
6. Please note that there is a price increase that is applicable for all events held on or after 01st April no matter when the date has been booked. The Theatre reserves the right to review and/or increase Hire Charges for Confirmed Bookings at any time before the Hire Period begins. We will send you notice in writing if we need to do this.

Start Date of Hire:	
Period of Hire (6 weeks, 10 weeks, 1 year ect)	
Nature of Booking: (e.g. dance class, yoga class etc)	
Time From; (please see our timetabled times available)	
Time To; (please see our timetabled times available)	

Additional days please add below or continue on a separate sheet;

Start Date of Hire:	
Period of Hire (6 weeks, 10 weeks, 1 year ect)	
Nature of Booking: (e.g. dance class, yoga class etc)	
Time From; (please see our timetabled times available)	
Time To; (please see our timetabled times available)	

Start Date of Hire:	
Period of Hire (6 weeks, 10 weeks, 1 year ect)	
Nature of Booking: (e.g. dance class, yoga class etc)	
Time From; (please see our timetabled times available)	
Time To; (please see our timetabled times available)	

7. All bookings must be for a minimum period of regular weekly classes for a minimum of 6 weeks.
8. All bookings must be for public classes only and all payment arrangements between the hirer and their participants must be through the hirer and not the theatre.
9. The company must ensure that they sign in and out of the theatre and that they are responsible for their participants in the event of an emergency.
10. All bookings must be within the allocated timetable of classes and a charge will only be for the hour of the class with a set up and take down time which will be available free of charge.
11. All hirers are asked to ensure that times are adhered to, to stop any over running into the next class.
12. All bookings will have access to the whole studio unless this is needed for a production or booking where only Studio 1 (window end of studio) will be available or the whole studio

will not be available. The theatre will give notice of a minimum of 4 weeks notice in this instance.

Timetabled classes available;

			Mon	Tues	Wed	Thurs	Fri	Sat
9.45am	IN & Set up							
10am	60 mins	Class 1						
11am	Set Up/Swap							
11.15am	60 mins	Class 2						
12.15am	Set Up/Swap							
12.30pm	60 mins	Class 3						
1.30pm	Take Down							
1.45pm	FINISH							
2.15pm	Set Up							
2.30pm	60 mins	Class 4						
3.30pm	Set Up/Swap							
3.45pm	60 mins	Class 5						
4.45pm	Take Down							
5.00pm	FINISHED							
6.00pm	In & Set Up							
6.15pm	60 mins	Class 6						
7.15pm	Set Up/Swap							
7.30pm	60 mins	Class 7						
8.30pm	Take Down							
8.45pm	FINISHED							

13. You must ensure that the Theatre is vacated by all persons at the end of the Hire Period, any additional time will be charged. All articles brought to the Theatre in connection with the hire must be moved within the time limit stated above. We ask that you leave the theatre as quietly as possible late at night as not to disturb our residential neighbours.

## COSTS & INCLUSIONS OF HIRE

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14. The theatre charges for hiring the parts of the theatre in accordance with our list of Costs and Inclusions of Hire, the latest version of which can be downloaded from our website.
15. Before you submit a Hire agreement Form, you should request confirmation from the Theatre of the Hire Charges payable for your proposed hiring and how long those Charges remain valid.

## PAYMENT TO THE THEATRE

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16. Payment of the Hire Charges as notified to you by the Theatre will be in accordance with a Non-Refundable Deposit of 40% of the total amount of the Hire Charges and £100.00

Damage deposit are payable on receivership of the Hire agreement and the balance will be due twenty one (21) days prior to the commencement of the Hire Period.

17. The theatre accepts payment via cash, cheques (made payable to "Weston Town Council") or card payment at the theatre (Please note there is a transaction charge for card payments) The £100 deposit cheque will be cashed and then re-issued to you after the event less any reasonable change for damage.

### **Cancellation**

#### *Cancellation by You:*

18. You may cancel your booking at any time by giving us written notice of cancellation but any payments made to the theatre will not be refunded.

#### *Cancellation by Us:*

19. If we need to cancel your booking for any of these reasons, we will explain the reasons to you and give you as much notice as is reasonably possible in the circumstances. We may cancel your booking in circumstances where:
- (a) you commit a material breach of these Terms and Conditions, or you commit a non-material breach and fail to remedy it within the time given in a notice from us specifying the breach and requiring its remedy;
  - (b) We reasonably believe that you have mis-stated the nature of the Event on the Hire agreement, or we reasonably consider that the Event is unseemly, undesirable or carries an unacceptable risk of injury to participants;
  - (c) a Force Majeure Event occurs (a **Force Majeure Event** means where the Theatre becomes unavailable for a reason outside our control, for example: calamity; civil war; terrorism; fire; flood; earthquake; strikes or lockouts; withdrawal of consents or licences; breakdown of machinery; failure of supply of electricity or gas; government restriction; act of God; necessary and unavoidable repairs or health or safety concerns);
  - (d) We require the Theatre during the Hire Period in connection with Parliamentary or District Council elections, an occasion of national rejoicing or mourning or for a purpose which is of civic or national importance.

#### *20. If we cancel your booking:*

- (a) for either of the reasons set out in clause (a) and (b) above, we will retain your Deposit and Hire Charges.
- (b) for either of the reasons set out in clause (c) and (d) above, we will refund any Deposit or Hire Charges you have paid.

21. The hirer must ensure that all reasonable precautions are taken for the safety of children. All children under 16 must be accompanied by, or under the supervision of, a responsible adult. Please note that all Theatre staff have undergone an Enhanced DBS check. The hirer is responsible for providing appropriate chaperones for shows involving children under 16 years and when booking the theatre should specify that children are participating so we are aware that extra dressing rooms may be required and charged for accordingly (adults and children cannot change in the same room).

### **PUBLICITY & MARKETING**

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22. Event information is published in the seasonal what's on guide (2 x per year), website, Facebook page, Twitter account, ENTS24 Website free of charge you will be written to with deadline dates for the information required.
23. You are reminded that the posting of posters on notice boards, shops and private dwellings is only permitted with the owner's permission. The posting of posters on

unauthorised sites (traffic signs, lamp posts, empty properties, trees and bus shelters etc.) constitutes an offence under the Town and Country Planning (Control of Advertising) Regulations 1969. The Theatre Owner may take proceedings if such an offence is committed and we reserve the right to cancel your booking should you commit such an offence.

## PERFORMING RIGHTS SOCIETY

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24. You must not permit the Event to be recorded, televised or broadcast or permit photographs or videos to be taken without the Theatre Managers written permission.
25. You must ensure that no work in which copyright exists: is performed unless written permission has been obtained from all copyright owners; or is not broadcast, unless specific consent to broadcasting has been obtained. You are responsible for and must pay any and all taxes or royalties chargeable or payable in respect of the Event.
26. We have obtained the licence of the Performing Rights Society for the performance of copyright musical works in our premises (PRS Licence).
27. Where the Event involves the performance of copyright musical works covered by our PRS Licence, you must: comply with the terms of our Licence, complete a PRS form relevant to your event, which can be downloaded from our website and returned to the theatre.

Variety Show/pantomime, Music Hall (Excluding those consisting of words and music specifically written for you)		Dramatico-Musical Works (Operas, Operettas, Musical Plays, Revues, Pantomimes and Ballet)	
Popular Music Entertainments (including concerts of light or popular music, folk, jazz, pop, rock etc)		Concerts and Recitals of Classical and Lights Classical Music	
Discos/Dances etc		Conference/ Trade Fair	
Dancing classes/aerobics etc		Fashion Show	

28. You must comply with the terms of the Premises Licence (NSC/019134) held by the Theatre Owner, as notified to you by the owner. The premises licence permits the performance of Films, Plays, Live Music, Recorded Music, Performance of Dance, Monday to Sunday from 9.00am to 12.00 Midnight. The premises can only be in use Monday to Sunday from 8.30am to 12.30am (the following day) No entry will be permitted before 8.30am.
29. You must not use the Theatre for the sale of goods by auction to the public without first obtaining the written consent of the owner, nor must you hold any lottery other than a lottery which is lawful by virtue of the Lotteries and Amusement Act 1976 and any other applicable legislation. You must not use the Theatre for the purposes of gaming without first obtaining the Theatres written consent and any necessary licence or permit.
30. The hirer shall not allow the use of obscene or profane language, or permit any drunken disorderly or otherwise undesirable person(s) to enter or remain upon the premises. The Theatre management reserves the right to request the hirer to refuse admission to, and/or request or effect removal from, the premises of any person(s) deemed to be behaving unsuitably or unacceptably, without having to state any reason. You must take every care to ensure that undesirable persons are not permitted to enter or make use of the Theatre, and you are responsible for good order and conduct during the Hire Period.

## TECHNICAL INFORMATION

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31. The hirer hereby agrees with the Theatre as follows:
  - a) To abide by the health and safety policy and statement of the Theatre
32. ALL electrical equipment brought into the venue by hirers must have an up to date PAT test and be subject to a visual inspection by our technician. PAT test certification for electrical equipment must be brought to the venue with the hirer. Failure to do this may result in your equipment not being allowed into the venue.
33. Hirers must ensure that the correct PPE is worn and used at all times by their workers, members, volunteers or associates. Hirers must provide evidence of adequate working at height training before use of the ladders is permitted. The Theatre or Weston-super-mare Town Council accepts no responsibility for any injuries that may occur due to negligence by its hirers.
34. You may not use effects such as smoke, pyrotechnics, strobe lighting, open flame, confetti/ snow, CO2 or oil without the prior written permission from the Theatre Manager (at least 30 days before the event). You must provide a full risk assessment with safety zones and details of an experienced handler.
35. The theatre may refuse to allow any article or appliance which may be considered dangerous or offensive to be brought into the Theatre.

## INSURANCE

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36. The Theatre will provide Public Liability Insurance for the venue. It will also provide Employer's Liability Insurance for its own employees in the venue. The Company must provide Liability Insurance for its own employees, members and contractors. The liability insurance must be for a minimum of Five million for any one accident and must indemnify the Theatre. A photocopy of the policy must be provided with this agreement.
37. If any damage exceeds the £100 deposit paid, you will be invoiced the cost of reinstating all or any part of the Theatre, or any property in or upon the Theatre, which is damaged, destroyed, stolen or removed during the Hire Period or prior to the Hire Period if the damage is in relation to or caused by the hiring.

## HEALTH & SAFETY

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38. All hirers must supply a full risk assessment for every event and signing this form says that you have read and will follow the theatre's own risk assessments which can be found on our website.
39. You must also comply with the requirements of Health and Safety at Work Act 1974 (and all future amendments thereto), in particular (but without limitation) the need to provide confirmation that all equipment used for the Event complies in all respects with required Codes of Practice (for example, that all electrical items have current PAT testing certificates, hazardous substances have appropriate COSHH documentation. Any electrical equipment brought into the Theatre must be set up by a competent person and the equipment is the responsibility of that person or their authorised representative.

40. The hirer will ensure that all of their staff and contractors have read the Health and Safety Statement. The Company must comply with the health and safety regulations of the Theatre. The Company must ensure that their employees and contractors are familiar with the Theatre's evacuation procedures and location of extinguishers and alarms.
- a) Do not obstruct fire exits or access to fire fighting equipment and ensure that you know how to use the equipment. Do not wedge open fire check doors.
  - b) Make sure you know the evacuation procedure in case of fire and all means of escape from the building (This is downloadable from our website). It is the hirer's responsibility to contact the theatre prior to the hiring to be shown the position of the emergency exits and the fire extinguisher.
  - c) Make sure you know the person responsible for the first aid equipment and where the equipment is kept. Accidents, no matter how small, must be reported to the Theatre manager for the appropriate entry to be made in the Accident Book and a report sent to our Safety Officer.
  - d) Report any dangerous conditions to the Theatre staff.
41. Smoking is banned throughout the entire building, including e-cigarettes.
42. Cleaning; we expect that, after hiring, all areas used are to be left in a clean and tidy state. If additional cleaning is required this will be deducted from your damage deposit.

## GENERAL INFORMATION

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43. The Theatre will provide a member of staff for all hires for the hire period.
44. Catering/ Food & Drink; Please note that all food brought in must be ready for consumption, as there are no kitchen or preparation facilities available for your use. No foods with strong smells will be permitted to be consumed in any part of the theatre without prior consent from the theatre staff on duty.
45. Activities/events in the theatre's main house auditorium take priority at all times, and hirers undertake to co-operate with the Theatre's Management in the event of noise levels from other facilities interfering with a performance in the main auditorium.
46. The Theatre retains at all times the sole and exclusive right to determine the times for opening and closing the theatre premises, to control and manage the theatre premises and to advertise in and about the theatre premises the presentation of forthcoming shows.
47. Any complaint about any of the arrangements made by us in connection with the Event should be directed in the first instance to the Theatre Manager within 7 days of the cause of such complaint arising.
48. If you are in agreement with these terms please sign and return. Your signing of the contract signifies that you have read and understood the theatre's rules and regulations and Health and Safety Statement and agree to the points contained in it.



Please tick and include with your booking; without this a booking can not be confirmed.	
I have read and understood the Hire agreement	
I have read and understood the Technical Specifications & Rules (available from the website)	
I have read and understood the Costs and Inclusions of Hire (available from the website)	
I have read and agree to all Health & Safety Risk Assessments & Fire Evacuation Plan (Available to download on our website)	
<b>Enclosed</b> is a copy of our Public Liability Insurance (up to 5 million pounds)	
<b>Enclosed</b> is a completed PRS Form (Available to download on our website)	
<b>Enclosed</b> is a Damage Deposit of £100.00 (I am aware that this will be cashed and then returned to me after the hire unless any damage has been caused)	
<b>Enclosed</b> is a Non-Refundable Deposit	
<b>I am aware that by signing this contract that as the named person, I will be liable for any payments</b>	

Signed on behalf of the company

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Date:

## COSTS & INCLUSIONS OF HIRE

1. We charge for hiring the parts of the theatre in accordance with the information set out below. Please note that all prices are inclusive of VAT and custom packages are available on application.
2. Before you submit Hire agreement form you should request confirmation from the Theatre of the Hire Charges payable for your proposed hiring and how long those Hire Charges remain valid.

### ROOM HIRE

All of our Room hire only bookings will be staffed by one member of the theatre staff and have access to all toilet facilities as standard.

**Studio** - Our new studio spaces are located on the first floor. This is a light and airy room with a multi-purpose floor and have access to chairs for inclusive use. Studio Theatre has a maximum capacity of 100 people (dependant on activity).

FACILITY	DAY	CLASSES	TIME	Inclusive of VAT
Studio Theatre	Tues - Sat	1,2 & 3	1 Hour	£24.00
Studio Theatre	Mon – Fri	4 & 5	1 Hour	£30.00
Studio Theatre	Mon - Fri	6 & 7	1 Hour	£30.00



# OFFICE USE ONLY

DATE FORM RECIEVED:		RECIEVED BY:	
DEPOSIT AMOUNT RECEIVED:	£	DATE & HOW DEPOSIT RECEIVED:	
DAMAGE DEPOSIT RECEIVED:	£	DATE & HOW DEPOSIT RECEIVED:	
PUBLIC LIABILITY INSURANCE RECEIVED:		PRS INFORMATION RECEIVED:	
DATE CONFIRMATION SENT TO HIRER:		SENT BY:	
DATE BALANCE AMOUNT RECEIVED:	£	DATE & HOW BALANCE RECEIVED:	
PUBLICITY RECEIVED;		PUBLICITY DISTRIBUTED;	
COPY OF INVOICE RECEIVED:		DAMAGE DEPOSIT RETURNED:	
Additional Information;			