Conditions of Hire

Name of Hirer: …….

1. The hirer shall satisfy themselves that the facilities to be hired are suitable for their purposes.
2. The use of the premises must not interfere with the proper working of the College or impair its efficiency.
3. The contract for the hire of the premises between the hirer and 'the hub' at Central Sussex College shall take effect only upon written acceptance of the application (posted or handed to hirer or emailed).
4. The Hirer shall be advised of the hiring fees on completion of the hire application form. The hirer shall pay the hire fee to reserve the booking plus a refundable deposit of £500.
5. In the event that the Hirer cancels the hiring, the following fees shall be repayable to the hirer:
   At least 42 days notice of cancellation – 75% of fees
   Between 28 days – 42 days notice of cancellation – 50% of fees
   Less than 28 days notice of cancellation – No refund
6. The College reserves the right to review its prices annually, therefore no contract agreement will be in force for longer than 12 months. Contracts will be reviewed at the end of 12 months or at the end of the agreed hire period, whichever is sooner.
7. The Hirer shall indemnify 'the hub' and Central Sussex College against all claims for damages, compensation and/or costs in respect of:

(i) bodily injury or illness to Third Parties, and/or

(ii) damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises.

8. The Hirer shall be responsible for loss or damage to 'the hub' & Central Sussex premises and contents therein.
9. The Hirer shall effect adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 6 and 7 above. (See Appendix following conditions for explanatory notes on insurance).
10. There can be no sale of alcohol on college premises or within 'the hub'.

Our Patron: ***Lesley Manville***

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11. The Hirer shall be responsible for complying with the legislation relating to copyright in relation to the hiring and with the legislation relating to copyright in relation to the hiring and the requirements of the Performing Rights Society Limited and Phonographic Performance Limited concerning the performance respectively of musical work and sound recordings on the premises and shall provide a copy of the relevant licence(s) if regulated. The Hirer indemnifies 'the hub' and Central Sussex College against any breach of this condition.
12. Use of the premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is permitted in designated areas on the College premises subject to availability. If the car park is used during the evening, it must be fully vacated by no later than half an hour from the closing time of the performance, and in any event no later than 22.30pm, to comply with planning requirements and to minimise disturbance to the College's neighbours.
13. The Hirer is responsible for the preservation of good order during the hire. The Hirer shall at all times provide an adequate number of stewards who shall be present throughout the hiring.
14. The Venue Manager reserve the right to require the Estate staff or other representatives to be in attendance for the preservation of good order and safety and to recover from the Hirer any additional expenses incurred as a result of this condition.
15. No nails or screws or other fixing or fastening shall be driven into walls, floors, ceilings, furniture or fittings to any part of the premises or use glue or blue tack anywhere in the venue without the prior consent of 'the hub' Manager.
16. No smoking is allowed in any part of the venue. Should smoking be required in connection with a performance appropriate signage stating smoking occurs in the production must be displayed. A responsible person shall be appointed to ensure that all lighted ends and embers are extinguished after use. Real flame shall not be used unless it is essential to the action of the play and in such case not less than 3 weeks notice shall be given to 'the hub' Manager of he intention to make use of flame, together with a risk assessment identifying adequate control of the associated risks.
17. Any equipment /chairs shall not be moved except by prior arrangement.
18. Any alternatives or additions to 'the hub' lighting/sound systems is strictly forbidden, except with written consent from 'the hub' Manager. Consent will be subject to conditions, which the Hirer will be required to observe.

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19. There is a stock of equipment that is not part of the standard hire charge. If any extra equipment is required, then this must be discussed on application with the Technical Theatre manager. An extra charge will be made for this equipment.
20. The Hirer will be permitted to provide their own crew including technical crew under this agreement however the Technical Theatre Manager must be present throughout the period of the hire of "the hub' (see Schedule 1 at end of document). The management reserves the right to only permit trained or competent persons to operate any installed equipment.
21. The Hirer must provide a written copy of a method statement of performance activity and specific Risk Assessment(s) for the proposed activities event to 'the hub' Manager at least 42 days in advance and shall comply with all reasonable requirements to conform to the College's Health and Safety policy as it applies to the venue.
22. The Hirer shall not cause or permit the use of any technical equipment in the venue EXCEPT under the direction supervision and instructions of the venue's Technical staff.
23. No Hirer will permit or allow any unauthorised and or trained persons access to the tension wire grid.
24. The Hirer will be responsible for providing first aid facilities that they deem necessary in accordance with the Health and Safety (First Aid) Regulations 1981.
25. Hirer must comply with fire regulations.
26. No function shall extend beyond the period of hire and the Hirer shall completely vacate the premises and grounds by that time, unless special arrangements have been agreed with the 'the hub' Manager.
27. After use, the Hirer must leave the premises in a clean and tidy condition, the Hirer's property removed. 'the hub' management reserve the right to recover from the Hirer any additional expenses incurred as a result on non-compliance with this condition.
28. The Hirer is responsible for returning the hired spaces to the standard format as part of the get out. The standard format includes:

    i) Any equipment moved outside of the control room returned to the control room.

    ii) Removal of masking or stock scenery in the playing space

    iii) Onstage & FOH Lighting rig returned to standard (Not focus, colour or pre-rig).
29. 'the hub' and/or Central Sussex College reserve the right to cancel any hire without notice if:-

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i) the accommodation will, due to circumstances outside their control, be unavailable for the hire period, or

ii) the Hirer has failed to disclose material information concerning the proposed hiring, or

iii) there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.

In the event of i) all hiring fees will be refunded to the Hirer, but 'the hub' shall have no further liability to the Hirer. In the event of ii) and iii) any refund or partial refund of hiring shall be at the sole discretion of 'the hub' management.

30. Previous use of a facility is no guarantee that subsequent applications will be successful, although every attempt will be made to accommodate recurrent bookings.

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APPENDIX

HIRER'S INSURANCE – INDEMNITY CLAUSE

a. INJURY TO PERSONS OR PROPERTY

i) The Hirer shall indemnify Central Sussex College and 'the hub' against all claims for damages, compensation and/or costs in respect of: -

1) bodily injury or illness to Third Parties, including 'the hub' staff and / or
damage or loss to Third Party property caused by, or arising out of, or being 2) incidental to the hirer's use of the premises.

ii) The Hirer shall effect adequate insurance to cover this liability with a cover of £10 Million

The Hirer shall effect adequate insurance to cover this liability and shall supply a copy of a current insurance certificate to evidence this:

b. DAMAGE TO PREMISES AND EQUIPMENT

i) The Hirer shall be responsible for the loss of, or damage to the premises and contents therein, which is the property of Central Sussex College and/ or 'the hub', except when loss or damage to the premises or contents are as a result of negligence of Central Sussex College or 'the hub'.

ii) The Hirer shall effect adequate insurance in respect of such loss or damage with a minimum cover of £10million.

SCHEDULE 1

1. Items included in the Session Rate In respect of the Theatre:

Pod 1
Scene Dock
Standard Lighting Rig
Standard House Gel Stock
Standard Sound Rig (not microphones)

PLEASE NOTE THAT TECHNICAL THEATRE MANAGER FEE IS CHARGED AT £20 per hour. (See 19) **This is an additional fee added to the hire charge**. If you require further technical support this can be arranged on application at additional cost.

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SCHEDULE 2

It is a condition of the hire that 'the hub' logo must appear on all publicity and print by you for this event. Please apply to hire@centralsussex.ac.uk for the correct logo.

SCHEDULE 3

Fire and Licensing Regulations

It is essential that the following regulations are adhered to. Failure to comply with the regulations will result in termination of this Agreement.

1. **Conduct**

Any instruction given by the venue Manager or his representative regarding the safety of the audience shall be put into immediate effect.

2. **Public Safety**

2.1 Information of any outbreak of fire, however slight, shall at once be communicated to 'the hub' Manager or his representative.

2.2 All parts of 'the hub' shall be open to inspection by any Police, Fire Officer or duly authorised representative of the Licensing Authority at any time during the Period of Hire.

2.3 It is the Hirer's responsibility to ensure that all staff employed by him/her is aware of:

- The action to be taken in the event of fire or other emergency and
- The location of the nearest telephone and how to call the Fire Brigade and Police and
- The location of the general and safety lighting switches and
- The location and use of the portable fire-fighting equipment provided and
- The Code Word or other emergency signal to be used in the event of a fire or other emergency occurring in the premises and
- The evacuation procedures for these premises.

2.4 The premises must not be used for the storage of any readily inflammable or combustible substance or for any purpose which is likely to endanger the public.

2.5 Every gangway, corridor, passage, lobby, staircase or other designated exit route from the premises shall at all times be kept entirely free from obstruction.

2.6 No entertainment involving special risks or danger to the public, the use of explosives or highly flammable substances shall take place except under conditions approved by the Licensing Authority.

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3. **Fire Retardancy**
All scenery, wings, cloths, gauze cloths etc whether on stage, or in any area of the premises, must be rendered and maintained so that they will not readily catch fire.

4. **Wheelchairs & Access**
4.1 Each occupant of a wheelchair must be accompanied by an able bodied adult person who shall be responsible for assisting the person, out of the building in an emergency.

5. **Capacity**
The number the theatre is licensed to hold for a public performance is 260. This capacity will vary depending on seating configuration. This can be discussed when visiting the venue with the venue manager.

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