PRINCES THEATRE
Clacton-on-Sea

Terms and Conditions of Hire

March 2015

Town Hall
Station Road
Clacton on Sea
Essex CO15 1SE
Tel: 01255 686652

The District's No. 1 Multi-purpose venue

www.tendringdc.gov.uk

Tendring District Council

PRINCES THEATRE
Clacton-on-Sea

SCALE OF CHARGES WITH EFFECT FROM NOVEMBER 2014

1. Charges apply to all hours that the premises (or part thereof) are occupied by the hirer or being setup in preparation for the hire commencement. In this respect Hirers must ensure that sufficient time is reserved for any setting up and clearing of the premises. Any additional time not previously reserved will be charged accordingly after the event.
2. The hire charges include heat, light and cleaning and the use of basic furniture, fittings and attendance of any Council employed personnel as considered necessary and appropriate by the Management for a particular occasion or event. Whilst such personnel will at all times endeavour to be helpful, their attendance is purely in a supervisory capacity to ensure the fulfilment of Licensing and Safety Regulations and to safeguard the Council's interests in general. The Hirer is required to provide at his own expense, adequate, competent personnel as may be stipulated by the management for the due and proper control/regulation of the event taking place and for any technical staff such as stage hands, lighting operators, etc. The hire charge does not include any additional specialist technical equipment, other than basic stage lighting and access to our standard in-house PA system. Additional technical equipment including microphones, pyrotechnics, additional sound equipment etc can be supplied at an additional cost. The Management can also provide additional technical and/or general theatre staff, the cost of which will be charged to the Hirer.

You are advised to make an appointment to meet with the Theatre & Entertainments team at least two weeks prior to your booking to ensure that your requirements can be met.

Any queries or clarification of any matters please contact:-

General &Technical Enquiries:
General Theatre Manager – Technical, Kai Aberdeen.
Tel: 01255 686652
E mail: kaberdeen@tendringdc.gov.uk

General & Press/ Marketing Enquiries:
General Theatre Manager –Marketing, Melissa Diplock
Tel: 01255 686653
E mail: mdiplock@tendringdc.gov.uk

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GUIDANCE NOTES FOR HIRERS

It is our aim to ensure that events held in the Theatre are operated as smoothly and professionally as possible. This can only be achieved if you supply as much information concerning your requirements well in advance of your event. In addition, please make sure you read carefully the conditions of hire and that you are fully aware of the facilities, etc you will receive for the stated hourly or period hire charge.

The following guidance notes are intended to assist in this respect:

1. When calculating the hours required, please ensure you have allowed sufficient time for setting up, rehearsals and 'Get-outs', etc. Where appropriate, advise bands, caterers, etc of the times the venue is available.

2. Please advise us of your theatre setting requirements and equipment needs at least two weeks prior to the event.

3. Please ensure that you have arranged for the appropriate Public Liability Insurance as stated under item 33 of the Conditions of Hire.

4. Please ensure you fully understand the provisions of Item 23 of the Conditions of hire concerning licensed bar and front of house sales.

5. Please advise of any special requirements you may have for disabled persons and, in particular, those who are wheelchair bound. In this respect, hirers should be aware that when the seating is set theatre style, wheelchairs can only be accommodated by the removal of existing seating. Wheelchairs are not permitted to remain in any gangway, walkway or designated exit area.

6. SMOKING is NOT permitted in any part of the Theatre or the curtilage of the surrounding building.

7. Please ensure that, where applicable, you have arranged for an advance ticket outlet. This service can be provided by staff at the Council's Tourist Information Centre, Town Hall, Station Road, Clacton.

8. Posters advertising events will be accepted for display at the venue and on Council seafront and town centre sites although no guarantee can be given as to how many posters can be displayed and for how long.

9. Hirers are required to be aware of the rules and regulations with regards to PRS (Performing Rights Society) and the PPL (Phonographic Performance Limited) copies of this can be found on their respective websites. All liable fees are the sole responsibility of the hirer and all such fees will be deducted from the settlement or included in the invoice,

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TOWN HALL, STATION ROAD, CLACTON-ON-SEA

1. In these conditions of hire, "Theatre" means The Princes Theatre, "Hall" means the Essex Hall and the adjoining kitchen (excluding the bar serving area) and "premises" means the Theatre and the Hall including use of the ladies and gentlemen's cloakrooms. Where only the Hall is hired, "Premises" means the hall and use of the said cloakrooms. "Proper Officer" means the Head of the Council's Life Opportunities Services or other duly authorised officer of the Council.

2. Charges apply to **ALL** hours (or part thereof) that the premises are occupied (whether in whole or in part) and the Hirer must therefore ensure that sufficient time is reserved for any setting up and clearing of the premises. Any additional time not previously reserved will be charged accordingly after the event.

3. The Council reserves the right to refuse any application for the hire of the premises and to refuse permission to any firm or person proposed to be employed or engaged by the Hirer. The Hirer has no right to sublet any part of the premises unless such commercial venture is agreed in writing by the Proper officer.

4. The Hirer must conform with all statutory requirements affecting the purpose(s) for which the premises are being hired and agrees to be responsible for, and to indemnify the Council against, any actions or claims arising there from.

5. The premises hired shall be in the care and custody of the Hirer who must provide enough attendants to ensure adequate control of the event. These attendants must carry out any instructions given by the Council's House Manager to ensure compliance with the Licensing Regulations and, in cases of emergency, to assist with the safe exit of the public from the premises.

6. The Hirer must provide, at his own expense, all labour and assistance required other than that which is quoted for by the Princes Theatre Management in connection with the hire and must vacate the premises on the expiration of the time for which the premises has been hired and leave in a clean and orderly state. The Council will accept no responsibility for any loss or damage sustained in respect of articles brought into or upon the premises by or on behalf of the Hirer, or by any other person using the premises during the hire period.

7. The Hirer will be held responsible for any loss or damage caused to any part of the Theatre, the Hall, the kitchen, the walls, the corridors, the cloakrooms, any furniture, equipment or interior structure of the Town Hall during the period for which the premises are hired.

8. The Hirer shall indemnify the Council against any claim or claims and/or expenses of whatever nature incurred by the Council in respect of any loss or damage sustained by any person visiting the premises.

9. Subject to agreement with the Council's House Manager and at the Hirer's risk, certain items of equipment may be left for collection the time and date of this is by joint agreement with the Proper Officer. If they are not removed by this time the equipment will be treated as abandoned by the Hirer.

10. No external or internal decorations, flags, emblems or notices are permitted and no streamers, confetti or like material is permitted to be brought in or used in connection with any function in the premises without first obtaining the written consent of the Proper Officer. Any fittings permitted must be fitted and removed under the direction and to the satisfaction of the Proper Officer.

11. Any alterations or additions to the present lighting arrangements or electrical installations are not permitted without the consent of the Proper Officer and in the event of necessary sanction to any alteration or addition being obtained, they must be carried out to the satisfaction of the Proper Officer and in accordance with the provisions of the Licensing Act 2003 and all relevant fire precautions legislation.

12. All arrangements relating to the placing of seats, temporary structures, P.A. wings, sound and lighting control desks, etc, must be carried out to the satisfaction of the Proper Officer. The Hirer shall be responsible for maintaining proper gangways and for observing the regulations laid down by the Licensing Authorities as to seating accommodation. The exits and emergency doors must be kept free and in perfect working order at all times during the period of hire. PLEASE NOTE THAT WHEN THE TIERED RETRACTABLE SEATING IS IN THE CLOSED POSITION, ACCESS TO THE BALCONY AREA BY MEMBERS OF THE PUBLIC WILL INCUR ADDITIONAL STAFF COST DUE TO HEALTH AND SAFETY.

13. No petrol, petroleum or similar spirit, gas bottles or gas filled balloons shall be brought into any part of the premises. The Hirer must take necessary steps to prevent any act or thing being done which could in any way cause the risk of fire or explosion.

14. The Council reserve to the Proper Officer or other duly authorised officer, the right to enter any part of the premises, etc., at all times and requires that the ticket takers or officials employed by the Hirer shall be instructed accordingly.

15. The Theatre will be let for dancing only on the following conditions:

    15.1 No person shall be admitted unless wearing suitable shoes and the Hirer will be held responsible for seeing that this condition is strictly enforced and will be held responsible for any damage which may be caused to the floor of the Theatre by reason of this condition being broken.

    15.2 The Hirer shall pay, in addition to the normal hire fee, such sum as may be decided by the Proper Officer to cover the cost of stewards and

attendants as may be deemed necessary for the maintenance of good order within the premises.

15.3 The Hirer shall employ, at his own expense, such door-keepers as may be necessary for the taking of tickets and the control of those persons entering the premises to attend the function.

16. On occasions when recorded music is being used, a **PHONOGRAPHIC PERFORMANCE LICENCE (referred to below as "PPL")** must first be obtained from **PHONOGRAPHIC PERFORMANCE LIMITED, GANTON HOUSE, 14-22 GANTON STREET, LONDON, W1V 1LB**. This licence, or written proof of exemption, must be presented to the Proper Officer at least **SEVEN** days before the hire date. The licence or proof of exemption must also be available during the hire period for inspection by the Council's House Manager.

PLEASE NOTE: PPL controls the copyright of the public performance and broadcast of sound recordings on behalf of the record producers. It is illegal to make tapes, CD's or any reproduction of original recordings or compilation tapes of copyright recordings.

17. The Council will be responsible for the payment of the fees imposed by the Performing Right Society, with respect to performances given at the Theatre and the Hall, but the Council will not be responsible for the payment of any other Author's or Composer's fees under any circumstances whatsoever. The Hirer agrees that, in the event of any persons taking part in any entertainment, performing any copyright piece of music or singing any copyright song, the Hirer will fully indemnify the Council and it's Officers from all liability in respect of the infringement of the copyright and will repay the amount of any damages or costs which they may incur or be held liable to pay together with all reasonable legal and other expenses.

In addition, and as a result of a Performing Right Tribunal held on 5 April 1988, Hirers will be required to supply the Council's House Manager with **FULL DETAILS OF ALL INCOME** (Net of VAT) derived from admission/ticket sales, together with the total attendance figure for performances of musical entertainment, including concerts of light and popular music, folk, jazz, pop, rock, etc and for variety shows, pantomimes, music halls, etc at which copyright music is played. **SUCH INFORMATION IS NOW REQUIRED BY LAW BUT WILL ONLY BE USED BY THE COUNCIL WHEN SUBMITTING ITS ANNUAL RETURNS TO THE PERFORMING RIGHT SOCIETY.**

Without the prior written approval of the Council and, if necessary, artistes and/ or their management, the use of cameras, video cameras or any type of recording equipment is strictly prohibited. Furthermore, any form of video

recording of any performance of copyright music and the sales of video cassettes, DVDs etc. for commercial purposes of the said performance, is also prohibited unless a licence is first obtained from the Mechanical Copyright Protection Society, Elgar House, 41 Streatham High Road, London SE16 1ER. Such licence or proof of exemption must be produced to the Council before each performance.

18. The Hirer must conform to the provisions of the Theatre's Act 1968; in the event of the Theatre being hired for the purpose of producing and presenting a new play, the Hirer will be required to first submit a copy of the script for approval by the Proper Officer.

19. The Hirer shall not use the Premises or any part thereof for the performance, in public, of any dramatic or musical work or the delivery in public of any lecture in which copyright subsists without the consent of the owner of the said copyright or which in any matter infringes any subsisting copyright.

20. The Hirer fully accepts all responsibility and liabilities for VAT and for the submission of all necessary VAT returns to H M Revenue and Customs.

21. All woodwork, scenery, wings, draperies, floral decoration, curtains or any other properties whatsoever provided by the Hirer and used in connection with any hire of the premises, must be rendered and maintained non-flammable, failing which the use thereof will not be permitted.

22. Notice boards, programme boards, etc shall not be placed or allowed in entrances or exits. Leaflets, etc may not be distributed at the entrances to or in the premises or any part thereof.

23. **LICENSED BAR AND FRONT OF HOUSE SALES**

The above facilities on **ALL** occasions will be provided by the Council.

Licensed Bar

23.1 The Council will provide full licensed bar facilities required by the Hirer which at all times will be under the control of the Proper Officer or his/her nominated representative.

23.2 The Council hold, at the premises, a Premises Licence which permits the sale of alcohol during the following times:

Monday – Thursday & Sunday	10.00am – Midnight
Friday & Saturday	10.00am – 1.00am

Irrespective of the above times, on occasions such as dinner dances etc. the Council will require the bar to close at least 30 minutes prior to the end of the function. Any extension required to the permitted hours for the sale of alcohol will only be given in very special circumstances when it will

be necessary to make an application for a Temporary Event License. The Council will make this application on behalf of the hirer who will be charged the appropriate fee. A letter from the hirer requesting the Council to make application for a Temporary Event License must be at least twenty eight days prior to the event, in writing to the Proper Officer.

23.3 All income from bar sales will be retained by the Council or its Agent.

23.4 The Hirer's attention is drawn to the fact no privately purchased liquor may be brought into or consumed on the premises. Similarly, if light refreshments have been requested, visitors must not bring in their own food.

23.5 At all events the Council reserve the right to provide a front of house sales service (ice cream/confectionery sales). All income derived from the provision of this service will be retained by the Council.

23.6 Under no circumstances is the hirer permitted to operate any of these services unless prior approval is given in writing by the Proper Officer.

24. The Hirer must comply with all conditions of the Premises License which specifies inter alia as follows:

"No person shall give at the licensed premises (otherwise than as provided by Section 5 of the Hypnotism Act 1952) an exhibition, demonstration or performance of hypnotism, mesmerism or similar act or process which produces or is intended to produce in any other person, any form of induced sleep or trance in which the susceptibility of the mind of that person to suggestion or direction is increased or intended to be increased."

25. The Council will be responsible for the securing of the premises at night but will not be responsible for any property of the Hirer or other person or persons remaining therein which may be damaged, destroyed or lost through fire, accident, theft or from any other cause.

26. Any complaint in connection with any hire shall be made immediately in writing to the Proper Officer of the Council with full details of the complaint.

27. The Hirer shall not use the premises or any parts thereof for any purpose other than that mentioned in the application for hire. If this condition is violated, the Council may stop the performance or use of the premises and cancel the hire without in any way foregoing its right to enforce full payment of the hire charges and all other monies payable. In any such case the Council shall be held free from all legal losses and claims made on the part of the Hirer.

28. The Council has the right, by written notice to the Hirer given at any time, to cancel the hiring in any one or more of the following circumstances:

28.1 if the premises or any part are not available for all or any part of the hire period due to circumstances beyond the reasonable control of the Council;

28.2 if the premises during the whole or any part of the hire period do not or would not comply with any regulations, requirements or conditions of law or statute whether imposed by a local authority or otherwise (and whether or not due to the act, neglect, default or breach of duty of the Council), a

28.3 statement of such non-compliance under the hand of an officer of the Council to be final and binding;

28.3 If the chief officer or deputy chief officer of the Council in his absolute discretion considers that there is an overriding need for the premises or any part thereof to be used by any person or persons for any purpose connected with a local, parliamentary or European election, emergency planning, fire, flood, disaster or any other such matter or event, a statement of such overriding need under the hand of any such officer to be final and binding.

The hiring is cancelled immediately the Council's notice of cancellation is given. Without detracting from the Council's above right to cancel the hiring, the Council also has the right and without liability on the Council or its officers for any resulting loss or damage whatsoever to cancel the hiring by giving written notice to the Hirer not later than 6 calendar months before the beginning of the hire period.

29. The Hirer shall insure that every use of the premises during the hiring period is conducted decently, soberly and in an orderly manner and nothing contrary to sobriety, decency or good manners shall be performed, produced, exhibited or represented therein.

30. Attention is drawn to the fact that parking is not available on the Council's private car park immediately adjoining the Town Hall for the vehicles of persons attending meetings or functions arranged during normal office hours of the Council.

31. The Council reserves the right, through its appropriate officers, to refuse admission to the premises or any part thereof to any person or persons as is considered necessary by the Proper Officer.

32. Cancellation: The Hirer understands that charges will be levied should the hirer cancel the event according to the following charges;

1 Month Plus	0%
3 Weeks Plus	25%

2 Weeks Plus	50%
1 Week Plus	75%
Less Than a Week	Full Price

33. The Hirer will assess all risks associated with the hire and obtain adequate insurance to indemnify the council from any claim or legal action that is deemed to be the responsibility of the hirer. Such policy of insurance will be given to the Proper Officer prior to the event/activity taking place.

34. At all events smoking is strictly prohibited in any part of the premises or any other part of the Town Hall. Smoking is also strictly prohibited on stage and all areas associated with the stage, except where it is necessary in connection with the performance. It is now a legal requirement under the electricity at work regulations 1989 for all portable and transportable electrical equipment to be regularly inspected and tested to make sure it is safe for use at work. This includes all electrical equipment used for performances. Hirers must therefore insure that any item of electrical equipment brought onto the premises, by them, or any other person, has been tested in accordance with these regulations. Further more, any item of electrical equipment that does not carry evidence of a current test and inspection will not be permitted on the premises. The institute of electrical engineers recommends that testing of portable, transportable, and hand held electrical equipment is carried out every 12 months.

36. Under the provisions of the Health and Safety at Work Act 1974, it is the responsibility of the Council to ensure, as far as reasonably practicable, the health and safety of all persons that use the premises, whether they are employees, hirers, employees of the hirers, volunteers or the general public.

Therefore, hirers must ensure that any working practices carried out in the premises by them, their employees, agents, sub-contractors, visitors or volunteers, are undertaken in a safe manner so as not to cause danger or injury to themselves or any other persons. Particular attention must be paid at all times to the safety aspects of using the stage counter weight systems, electrical installations and ladder work.

Furthermore, hirers must ensure strict compliance with paragraphs 11 and 12 of these Conditions, not only to ensure the compliance with the Premises License Conditions, but to ensure that the requirements of all Health and Safety Legislation are met.

37. The Hirer accepts full responsibility for the provision of children performing (Performances) Regulations 1968 (SI 1968 Number 1728). The hirer will be required to hold the appropriate permission from Essex County Council's Child Employment Team. It is to be stressed that any action or inaction which contravenes any part of this or any other legislation is the sole responsibility of the Hirer and the Hirer agrees to accept full responsibility for this and indemnify the Council from any incidents arising from this.