

Terms And Conditions Of Hire
For All Auditoria At CW Entertainment
19 January 2018

1.0 SALE OF GOODS, COLLECTIONS, ALCOHOLIC

- 1.1 The Council retain the sole and exclusive right of supplying wine, spirit and other drinks (whether alcoholic or not) refreshments, ice cream, confectionery and tobacco to all persons attending the premises. The Council or their deputised Caterer will undertake all catering. No person attending may introduce any of the aforementioned items whether for sale or otherwise onto the premises without the written permission of the Manager.
- 1.2 Sale of Goods: The purchase or sale of goods or services is strictly prohibited anywhere on the premises. Application, in writing, must be made before finalisation of any hire agreement should the Hirer require this condition to be deleted.
- 1.3 The Hirer shall not make, or allow to be made, any collection of monies on the premises except with the written permission of the Manager.
- 1.4 The Hirer will co-operate with the manager to ensure that the regulations governing the consumption of alcoholic liquor are complied with.
- 1.5 The bar will be open until 11pm or later, after each evening performance, at the discretion of the manager on duty.

2.0 DEPOSIT AND PAYMENT OF HIRE FEES

- 2.1 The person signing the Application Form is the person required to sign the Contract of Hire. The signatory on the Contract of Hire shall be deemed to be the Hirer and responsible to the Council for the payment of the Hire Fee as detailed in the Contract, and for ensuring the Terms and Conditions of Hire are followed. When a promoting organisation is named, that organisation shall be considered the Hirer and shall be jointly liable with the signatory.
- 2.2 The Hirer shall pay to the Council the Full Hire Fee as specified in Section Six of the Contract. The Fee deposit is returnable if:
 - (a) The premises are, in the opinion of the Manager, unfit for use by the Hirer on the date or dates specified in the Application Form, or
 - (b) This Agreement is terminated by the Council in accordance with Clause 18, or
 - (c) Subject to Clause 3.1, the Hirer delivers to the Manager, in writing and not less than 8 Weeks prior to the hire date, good and sufficient reason to cancel this agreement (the Manager's decision is final).

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- 2.3 The hire fee agreed and specified in Section Six of this Agreement or any balance shall be payable by the Hirer to the Council within seven days of the date of issue of the final invoice
- 2.4 If performances of music take place at a performance either recorded playback or live, an additional charge may be generated.
- 2.5 All cheques and money payments should be made payable to Welwyn Hatfield Council and be crossed.

3.0 TRANSFER OR SURRENDER OF HIRE AGREEMENTS

- 3.1 The Hirer shall not transfer this Agreement or the benefit thereof, nor share the use of the premises or any part thereof, but may, with the consent of the Manager, surrender this hiring to the Council so that the premises may be re-let.
- 3.2 Any request to surrender a hiring must be in writing and delivered to the General Manager.
- 3.3 If the premises are re-let the hire fee is returnable to the original Hirer subject to a deduction of 10% of the total hire fee to cover administrative costs.
- 3.4 If the premises are not re-let the whole of the hire fee will be payable by the Hirer unless the cancellation has been made at least eight weeks prior to the hire date when only the deposit will be forfeited.
- 3.5 All applications for hire shall be made on forms obtainable from the Manager. Provisional bookings by telephone or otherwise must be confirmed in writing within twenty-one days or they will be cancelled. Applications by persons under 18 years of age will not be entertained. Where an application is accepted, the Manager will issue a Contract. No application shall be deemed to have been accepted until this Contract has been signed and returned.

4.0 RESTRICTIONS ON USE

- 4.1 The Hirer shall not use or allow the use of, the premises for any purpose other than that specified in the Application Form, except with the written permission of the Manager. In the event of such permission being granted, the hirer may be required to pay to the Council, a charge by way of an additional hire fee or special expenses as determined by the Manager.
- 4.2 The Hirer shall ensure that no persons, except those taking part in a performance, shall be permitted to any of the back-stage areas, including the Back-stage dressing rooms, unless authorised by the Manager or Duty Technician.

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- 4.3 The Hirer shall ensure that no person taking part in, or associated with a performance, including stage crew and musicians, be permitted in any area open to the public before or during the performance and that they shall enter and leave the premises by the stage door. Further he shall not permit any performer to appear in any public area in stage make-up or costume at any time.
- 4.4 The Hirer shall not permit anything to be said or done in or about the premises which is subversive of public law and order or calculated to lead to a breach of the peace or which may injure or tend to injure the reputation of the premises or the Council.
- 4.5 The Hirer shall, in the event of meetings being held on the premises, inform the Chairman and all speakers of Clause 4.4 and shall require them to give a personal undertaking to comply with the clause.
- 4.6 It is against the law to smoke inside or within 1 metre of the external premises.
- 4.7 The Hirer shall not take, or permit the taking of, any photographs on the premises without the previous written permission of the Manager. Where such permission has been obtained, the use of flashlights will only be allowed after a public warning has been made to all persons present.
- 4.8 The Hirer shall not record or permit the use of recording equipment at any time on the premises. He shall not transmit or allow the transmission of reproduction by television, wireless, recording apparatus or by any other means, any part of the performance.
- 4.9 The Hirer shall keep the gangways, doors, passages, corridors, entrances and exits clear and unobstructed at all times during the period of hire.
- 4.10 The Hirer shall not allow any wax, powder, stain, paint or polish to be placed upon the floors of the premises.
- 4.11 The Hirer shall ensure that in any hiring involving the use of projection equipment, the operation of such equipment shall be undertaken by and under the control of the person provided by the Manager and no other person shall be allowed within the projection room while the equipment is in use.
- 4.12 The Hirer shall not, without the previous permission of the Manager, use or bring onto the premises any equipment for the purpose of showing slides or films other than that supplied by the CWE's, and shall pay to the Council any charges for the use of such equipment. Any film exhibited by the Hirer shall comply with the conditions attached to the CWEs Cinematograph Licence under the Cinematograph Acts 1909 & 1952 or updates and amendments.

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- 4.13 The Hirer shall adhere to the times specified in the Application Form for the use of the premises and shall ensure that the premises are cleared 30 minutes after the conclusion of an event. All events must cease 30 minutes prior to the termination of the period of hire. In the event that the period of occupation exceeds the times specified, additional charges will be generated, such charges to be added to the agreed charges specified in Section Six.
- 4.14 The Hirer shall strictly observe the conditions of any and all licences granted by Welwyn Hatfield Borough Council in respect of Alcoholic Liquor, Music and Dancing, Public Performance, Cinematographic Projection, and Boxing and Wrestling, together with the various Acts of Parliament governing such activities. The Hirer shall be deemed to be aware of all such conditions and it is therefore essential that each be discussed fully with the Manager, who will advise the Hirer without prejudice of any specific items that require attention.
- 4.15 The Hirer shall not under any circumstance permit any lottery to take place on the premises, unless such lottery is permitted by law in the provisions of the Betting and Lotteries Act, 1963, and the Betting, Gaming and Lotteries Act, 1964, or any modification or amendment thereof.

5.0 EQUIPMENT, FURNITURE, FITTINGS, SCENERY, ETC.

- 5.1 The Hirer is required to provide the Manager with all information regarding any details relating to the hire, at least 28 days in advance of the first date of hire. The Manager will every effort to comply with these requirements but gives no guarantee that they can be met.
- 5.2 The Hirer shall ensure that the rigging and de-rigging of all light/sound equipment and scenery will take place within the specified period of hire. The Hirer shall note that the Duty Technician will act in an advisory capacity and will assist the rigging/de-rigging of all light/sound equipment and scenery.
- 5.3 The Hirer shall make no alterations to the lighting, heating, seating, gangways, fittings, or decorations except with the written consent of the Manager.
- 5.4 The Hirer shall not bring any equipment, display stands, furniture, scenery, draperies, properties, lighting, amplification equipment or any other article onto the premises without the previous consent of the Manager. The Hirer shall supply full particulars of all such articles to the Manager immediately upon signing the Agreement.
- 5.5 In the event that any special electrical, amplification or lighting equipment is required, it will be fitted by the venue's technical staff or under their supervision. The installation cost and the cost of any additional operating staff made necessary shall be met by the Hirer, such charges will be negotiated separately from this Contract.

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- 5.6 The Hirer shall ensure that no article of the premises' equipment, furniture or fittings shall be handled, moved or used except by persons authorised to do so by the Manager or the Duty Technician.
- 5.7 The Hirer shall not permit electric kettles or other appliances to be used in any area of the premises except with the permission of the Manager or Duty Technician.
- 5.8 The Hirer shall ensure that no bolts, nails, tacks or screws be driven into any part of the premises. All scenery, display stands, exhibits, etc., shall be self-supporting by a method such as struts and weights. The Hirer shall ensure that contractors supplying or hiring scenery or the like are made aware of this condition.
- 5.9 The Hirer shall arrange for the removal of all furniture, scenery, apparatus and equipment brought or sent to the premises by the Hirer before 11am on the morning following the event or by such time as arranged prior to the event with the Manager. Failing this the hirer will be charged at the appropriate rate for such time as the property remains on the premises.
- 5.10 The Manager may arrange for the removal and storage of property left on the premises and the Hirer shall bear any cost involved.
- 5.11 The Hirer shall ensure that the building is vacated by all persons attending the function within the times of booking. Before the period of hire expires the Hirer shall be responsible for clearing away and removing all equipment, decorations, articles or any other items brought in by the hirer or any other person connected with the booking. The Hirer shall at the end of the period of hire leave all areas of hire in a clean and orderly state.

6.0 REGULATIONS REGARDING SAFETY AND PUBLIC ORDER

- 6.1 The Hirer shall ensure that:
- (a) All materials which may be used in connection with stands or for decorations and all scenery, cloths, draperies, gauze cloths, floral decorations, properties, hangings, curtains and all fabric decorations shall be made of inherently non-inflammable materials or treated with a flame retardant solution, preferably in the process of manufacture.
 - (b) No cotton wool, paper, cardboard, straw or other materials which cannot be treated satisfactorily with a flame-retardant solution shall be used in connection with the event.
 - (c) All Parliamentary, County and Borough Regulations regarding fire proofing are totally complied with and that the necessary certified

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proof is provided to the Theatre Stage Manager or Duty Technician prior to the event.

- 6.2 The Hirer shall not permit any article of inflammable or explosive nature or any article producing an offensive smell, or any gas, electric, oil or other engine to be brought onto the premises, or permit the use of any naked flame in any part of the premises or allow any act or performance involving Naked Flames danger to the public.
- 6.3 The Hirer shall not permit any smoking, pyrotechnics or naked flame on or back stage without the written permission of the Licensing Authority. Application for permission for any of the foregoing, whether within the context of the performance or otherwise, must be made to the Manager ONE MONTH prior to the performance.
- 6.4 The Hirer shall not use or allow the use of gas-filled balloons.
- 6.5 The Hirer shall ensure that at any event where scenery is kept or stored on or over the stage, a person of practical experience in fire prevention is nominated as Fire Warden. This person is required to be conversant in the Fire Procedures of the CWE (which will be provided by the Manager) and to remain within the stage area during the whole time the premises are open to the public. The name of this person shall be provided to the Manager in the Section 8 of the contract.
- 6.6 The Hirer shall ensure that at any event where any dressing room is in use, one person shall be appointed as Fire Steward responsible for that dressing room and its occupants. The duties of this person shall be to ensure correct use of firefighting equipment, the prevention of smoking and ensuring that in the event of an evacuation of the building, all occupants of the area under their control have left the premises. To this end a list of the occupants of each dressing room shall be attached to the appropriate door and a copy of this list shall be in the hands of the nominated Fire Steward.
- 6.7 Where the premises are hired for an event to which the general public are admitted, the Hirer shall be present at all times. It is the responsibility of the Hirer to maintain the various exits, and generally ensure the proper running of the event for which the premises have been hired, including persons entering or leaving the premises. The Hirer shall be responsible for the proper conduct of persons using the premises and in the event of any person acting in such a manner as to cause annoyance or inconvenience to other persons, shall take all necessary action to deal with the offender.
- 6.8
- (a) The Hirer shall comply with any requirement or direction given or made by the Manager, his Deputy, the Duty Manager or the Theatre Stage Manager, who shall be at liberty to suspend, terminate or control the event in any way he

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may deem necessary due to any matter which is not in accordance with the conditions of this Agreement. This does not render the Council or its servants liable for any damage in respect of such suspension or control whether justified or not.

- (b) In all matters of preparation, handling, movement and operation of all technical, lighting, audio, scenery or flying equipment in use for an event, the Hirer shall comply with any instruction given by the Stage Manager, his Deputy or the Duty Technician.

6.9

(a) The Manager will provide staff, attendants and stewards to take charge of the doors and auditorium. Such staff shall be employed for the sole purpose of ensuring the public order and the safety of persons attending. The Manager shall provide such stage staff as necessary to properly operate the performance.

6.10 The Manager reserves the right to require and arrange adequate security staff should, in his opinion, the need arise. The Hirer shall be liable for the charge incurred.

6.11 The Hirer shall admit to the premises Police Officers or other officials as the Duty Manager may require. Further, The Hirer and their staff must be aware that the Manager or persons authorised by him, members and authorised officers of the Council shall, at all times of the hire, have free access to and from all parts of the premises.

6.12 The Hirer shall ensure that the capacity limitations applied by the Licensing / Licenses of the premises are adhered to. These figures are available upon application to the Manager. Where special seating arrangements are required the maximum number to be allowed shall be decided by the Manager, whose decision shall be final.

6.13 The keys to the premises shall be retained by the Manager.

7.0 INSURANCE, COPYRIGHT AND INDEMNITY

7.1 The Hirer shall ensure that nothing be done, in or about the premises, that could result in (Increase of Rate) the policy of insurance effected by the Council become invalid or whereby the rate of premium may be increased. In the event where the hirer will require an increased insurance cover that will result in a higher premium they will be liable to cover the increase in premium.

7.2 The Hirer shall produce to the Manager a valid Certificate of Insurance providing cover in all matters of Public, Employers and Private Liability for the duration of

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the hire in the sum of 10,000,000 or such amount as may be required under the Employers Liability (Compulsory Insurance) Act, 1969. (This Act compels an employer carrying on any business to insure against liability for personal injury sustained by his employees in the course of their employment. The term 'business' includes 'any activity carried on by a body of persons whether corporate or not'). Failure to so insure is a criminal offence.

- 7.3 The Hirer shall indemnify the Council and the Manager against all claims, demands, actions, proceedings, costs and damages in respect of:
- (a) Death or injury of any person whilst on or in the premises or loss or damage of any property during the period of hire unless any such death, injury, loss or damage is caused solely by the negligence of the Council, its servants, agents or the Manager or the faulty or defective nature of the premises or any plant, equipment or machinery therein.
 - (b) Any infringement of a copyright or licence during the period of hire.
- 7.4 The will observe and comply with all relevant statutory regulations. Particular attention should be paid to the following acts and any subsequent updates of them:
- (a) Children's and Young Persons Acts of 2001.
 - (b) Children's (Performance) Regulations, 1968 (amended 2000).
 - (c) Theatres Act, 1968.
 - (d) The Hertfordshire (Theatres) Regulations, 1969.
 - (e) Copyright Acts, 1931 and 1968, and the various regulations covering Sunday performances.
 - (f) Local Government (Miscellaneous Provisions) Act, 2002, Part 1.

The Hirer will also comply with any and all conditions and regulations made by the Council

- 7.5 The Hirer shall not use any dramatic piece, musical work, song, dialogue, monologue, lecture, writing or recital in which copyright exists without the written consent of the owner of the said copyright or in any other manner infringe any existing copyright.
- 7.6 The Hirer shall pay all and any Performing Rights Society Ltd fees (PRS) relating to their event. The Council will deduct a percentage of the ticket sales or a minimum fee to cover any fees charged by the PRS in the manner as laid out in the contract of hire. Any fees not charged by the PRS will be returned to the hirer as soon as is practicable. The Hirer shall permit the PRS by its duly authorised agent to have free right of entry to all parts of the premises during the public performance.
- 7.7 The Hirer shall pay to the Council on demand the cost of reinstating, repairing or replacing part of the premises or any property of the Council, which becomes

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damaged, destroyed, stolen or removed during the period of hire. Unless the Hirer can show before the commencement of the hire that any property of the Council is damaged, such property shall be deemed to have become damaged during the period of hire.

7.8 The Hirer shall indemnify the Manager and the Council against all costs, charges, actions or proceedings arising from any non-compliance with the Terms and Conditions of hire.

8.0 SPECIAL RISKS AND STATUTORY REGULATIONS

The Hirer will undertake with the Manager and the Council to strictly observe and perform all Statutory Regulations and all conditions and regulations imposed by the Licensing Authority on the premises. The Hirer will indemnify the Council, their officers and servants from all penalties, damages and costs which may be incurred as a result of any breach or default in complying with any such provisions, regulations or conditions.

9.0 ADVERTISING AND PUBLICITY

9.1 The Hirer shall allow no public announcement to be made regarding the hire until such hire has been approved in writing and the appropriate fee paid by the Hirer. Where it is desired to display in or outside the premises, notice boards, a poster or other announcement concerning the hire, such an announcement should be sent to the Manager, who will arrange for its display. The Manager reserve the right not to display any such announcement for any reason whatsoever.

9.2 The Hirer shall not fix posters, banners or placards to any part of the premises, internal or external, without the permission of the Manager.

10.0 THE MANAGER

10.1 The Manager will provide for the cleaning, heating and normal lighting of the premises, but shall not be responsible or liable for any losses incurred by the Hirer through any failure or defect.

10.2 The Manager will if required provide numbered tickets for all performances to be sold by the hirer. Alternatively the Manager can provide a Box Office Service (see 10.4).

10.3 The Manager shall provide the Hirer with a seating plan of the premises. No alteration will be allowed to the agreed seating plan for the building without the written permission of the Manager.

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- 10.4 The Manager may provide a Box Office facility, should it be required, at a cost. The Manager will not accept tickets for sale that cannot be generated via the current computerised box office system. Alternatively the Hirer may print and sell their own tickets should they wish.
- 10.5 The Manager will not accept any responsibility for articles deposited in any part of the premises, including cars and their contents in any parking area, for the duration of the hire period.
- 10.6 The Manager will provide reasonable security for the Hirer's belongings, properties, scenery, instruments and equipment during the period of the hire when the Hirer is not on the premises, but will not accept responsibility for any loss, theft or damage to any articles brought to or left on the premises by the Hirer, his associates, members, agents or employees.
- 10.7 The Manager shall be entitled to retain all Box Office takings or other monies received in respect of the event until the conclusion of the hire and thereafter until the all monies and charges which are due, or may be due, in respect of the hire have been paid. The Manager shall be entitled on behalf of the Council to deduct and retain the Box Office commission such percentage as specified in Agency Ticket contract.
- 10.8 The Manager shall reserve the right to refuse admission, or remove, or cause to be removed from the premises any person without stating any reason.
- 10.9 The Manager shall levy such further charges that the Council may impose or conditions which Insurance Companies may require in respect of any risk involved in staging exhibitions or bazaars on the premises.

11.0 ACCESSIBILITY

- 11.1 Each auditorium has purpose built spaces for wheelchair occupation. Each of these spaces is accompanied by a companion seat.
- 11.2 Companion seats are only given to Carers, Friends, Family or other persons accompanying the wheelchair user, unless in the instance where the auditorium is sold out and we do not have a wheelchair occupying the accompanying space. This seat may be provided free of charge to the occupier.
- 11.3 CWE employs a Carer Complimentary Ticket policy whereby a Registered Disabled patron who are able to be seated in the main seating area may also have a complimentary ticket for their carer. You may request to dispense with this for your event.

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12.0 SEATING

12.1 All seats in the auditorium will be available unless otherwise requested by the hirer

12.2 The Hirer may monitor the sales of the Hirer's event(s) online. The Hirer may also request full sales reports.

13.0 FAILURE OF SERVICES

No responsibility will be accepted or compensation paid by the Manager, the Council or its officers in the event of loss or damage being suffered by the Hirer or by any other person on account of the failure, for whatever reason, of the lighting, heating or any other equipment on the premises.

14.0 VARIATION OF CONDITIONS, CHARGES, ETC.

14.1 Except as otherwise provided by the terms of this Agreement, any variation thereof shall be specified in Section 4.

14.2 The Manager and the Council reserve the right to revise any hire fees up to twelve weeks prior to the date of hire and also reserve the right to amend the Terms and Conditions at any time prior to the date of exchange of this Agreement.

14.3 In the event that the goods, services, equipment or access times vary in any way from those specified in the Application Form, the Manager reserves the right to vary the agreed hire charges accordingly.

15.0 PARKING OF VEHICLES

15.1 Under no circumstances will the Council accept any responsibility for loss or damage to the contents of any vehicle, which has been parked or left in either the main car park or the rear of Campus West.

15.2 The Hirer shall ensure that all vehicles, with the exception of delivery vehicles, are parked in the main car park and not at the rear of Campus West

15.3 The Council shall be entitled to remove without notice to the owner any car or other vehicle from either car park if such car or vehicle is parked in an unauthorised position without incurring any liability for any loss or damage to the said vehicle or its contents.

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15.4 The Hirer shall ensure that the provisions of this Clause are accepted by all persons using the premises.

16.0 TERMS OF HIRE

The Hirer shall ensure that their associates, members, employees, servants and agents shall be made fully aware of the Terms and Conditions of this Agreement Form and hereby undertake to comply with the same in all respects.

17.0 RIGHT TO TERMINATE

17.1 The Manager or the Council may terminate this Agreement at any time by notice to the Hirer whenever they deem necessary or if continuation of the hire would not be in the interests of the good management of the premises. The right to terminate this Agreement by notice to the Hirer is reserved when the Government, Borough Council or other Public Body may require the use of the premises for any matter of special importance (as to which the decision of the Manager or Council shall be final). The Manager shall give the Hirer as long a notice as possible of their intention to terminate the hire and shall return the hire fee as has been received from the Hirer, but shall not be liable for any loss or damage in respect of this action.

17.2 In the event of the premises being, on the dates specified in the Application Form, unusable for the purpose of the performance through flood, fire, tempest or other reason beyond the control of the Manager and the Council, the Manager and the Council shall not be liable to the Hirer for any loss thereby occasioned by the Hirer.

18.0 FAILURE TO OBSERVE CONDITIONS

Notwithstanding Clause 15 hereof, if the Hirer shall in the opinion of the Manager fail to observe the Terms and Conditions, the Manager, on behalf of the Council, may without notice terminate this Agreement. The Hirer shall immediately vacate the premises. This action will not release the Hirer from any of their obligations under this Agreement and the Council reserve the right to retain for its own use or benefit any deposit paid and ticket sales and to sue for any balance outstanding.