

AGREEMENT FOR HIRE



This Agreement is dated: **30 May 2019**

PARTIES:

(1) **Luckley House Enterprises Limited** of Luckley Road, Wokingham, Berkshire, RG40 3EU (the **School**, also referred to as the **Management**); and

(2) **COMPANY NAME** (the **Hirer**)

Contact Name: **CONTACT NAME**

Contact Address: **CONTACT ADDRESS LINE 1**
CONTACT ADDRESS LINE 2
CONTACT ADDRESS LINE 3
CONTACT ADDRESS LINE 4
CONTACT ADDRESS LINE 5

Contact Email(s): **CONTACT EMAIL**

Contact Tel(s) **CONTACT TEL**

The School agrees to let parts of The Whitty Theatre at Luckley House School to the Hirer subject to the conditions set out in this Agreement. For the purposes of this Agreement the **Premises** shall comprise of all spaces within the theatre building except the Drama Office & Plant Rooms, unless otherwise specified in this Agreement.

I. Details of Hire

I.1 The School agrees to let the Premises to the Hirer at the following times (the **Hire Period**):

DATE	TIME IN	TIME OUT
DATE 1	17:30	21:30
DATE 2	09:30	20:30
DATE 3	14:00	18:15

I.2 The TIME IN denotes the time at which the first person will be granted access to the Premises; the TIME OUT denotes the latest time the last person may vacate the Premises.

I.3 The School agrees that the Hirer may use the Premises for **EVENT NAME** (Event ID: **AAA000**) (the **Event**)

2. Charges and Payment

- 2.1 The Hirer agrees to pay the sum of **£#,###.##** (the **Hire Charge**) in accordance with the conditions below for the Hire Period.
- 2.2 Acceptance of the booking will be made clear by email. Upon acceptance of the booking, a non-refundable deposit of 20% of the total Hire Charges is required. The remaining balance of the Hire Charges must be received by the School no more than 7 days after the Hire Period.
- The deposit in this case is **£###.##** leaving a remaining balance of **£#,###.##**.
- 2.3 Additional charges are applicable as outlined in the following cases:
- 2.3.1 The use of the adjacent Sports Hall for extra dressing room space/holding spaces (subject to availability) at a cost of **£50** (regardless of the length of the Hire Period);
 - 2.3.2 The School providing a fully-stocked and staffed bar service for your event at a cost of **£100 per performance**;
 - 2.3.3 A hire overstay charge at **£100 per hour** (or part of) where the Hirer's access to the Premises falls outside of the hours stated in Section 1.1 (the Hire Period) at the discretion of the Theatre Manager;
 - 2.3.4 Where the Premises is left in such a condition that increased cleaning services are required (as Clause 12.4);
 - 2.3.5 Repair of damage as outlined in Clause 5.3.
- 2.4 Payments must be made either by online bank transfers, or by cheques made payable to Luckley House Enterprises

3. Conditions of Hire

- 3.1 The School gives the Hirer the right to use the Premises together with rights of access for the Hire Period for the sole purpose of the Event. This Agreement does not give the Hirer or any of its agents, employees, audience or licensees the right to enter the Premises at any other time or use any facilities other than stated in this Agreement or for any other purpose than the Event.
- 3.2 The benefit of this Agreement is personal to the Hirer and the Hirer shall not transfer the benefit of the hiring to anyone else without the prior written consent of the School.
- 3.3 The Hirer is personally liable to the School for:
- 3.3.1 payment of the Hire Charges to the School;
 - 3.3.2 payment of any additional charges applicable in the cases listed in Clause 2.3;
 - 3.3.3 ensuring that these terms and conditions are observed by all persons authorised by the Hirer to be on the Premises or who are there in connection with the Event including those attending the Event (**Authorised Persons**).
- 3.4 The School reserves the right to enter the Premises at all times for itself, its employees and authorised agents without restrictions or notice.

- 3.5 At all times the School retains the exclusive right to:
- 3.5.1 determine the opening and closing times of the Premises; control and manage the Premises; and
 - 3.5.2 use the Premises as it wishes provided such use does not unreasonably interfere with the Event.
- 3.6 The School may exclude any person (including Authorised Persons) at its absolute discretion from the Premises for safety or operational reasons or if there is any concern whatsoever that they are unfit or unsuitable to be on the Premises, and the Hirer shall assist the School in the exercise of this right.
- 3.7 The School gives no warranty that the Premises are suitable for the Event, and it is the responsibility of the Hirer to satisfy itself that the Premises are suitable prior to signing this Agreement.

4. Cancellation and Termination

- 4.1 Notification of the Hirer's intention to cancel a booking must be made in writing to the School. In the event of cancellation by the Hirer, the deposit is retained by the School and the following charges are payable by the Hirer to the School:
- (a) cancellation more than 30 days in advance: no further charges;
 - (b) cancellation 14 to 30 days in advance: 50% of the Hire Charges;
 - (c) cancellation less than 14 days in advance: 100% of the Hire Charges.
- 4.2 Apart from in exceptional circumstances, the School will give to the Hirer at least 14 days' notice should it become necessary to postpone or cancel a booking. The Hirer accepts that the School will not be liable to the Hirer for any compensation for loss of use of the Premises. In the event of a cancellation by the School under this Clause, the Hirer's deposit shall be refunded.
- 4.3 The School reserves the right to terminate this Agreement without liability for any loss sustained as a result of or in any way arising out of such termination immediately in the event of the Hirer breaching any condition of this Agreement or associated licences, regulations or consents.

5. Loss or Damage

- 5.1 The School shall not be liable for any personal injury or loss or theft of or damage to any belongings, articles, equipment, goods, clothing or other property brought onto the Premises by the Hirer or any Authorised Persons except to the extent that such loss or damage arises as a direct result of the negligence of the School.
- 5.2 The Hirer is responsible for the preservation of good order during the Hire Period and must take all reasonable steps to safeguard and protect the Premises and the Facilities from loss and damage, and use them with due regard to other users of the School and nearby residents.

5.3 In the event of any damage to or loss of or destruction of the Premises or Facilities or any other property of the School or associated third party during the Hire Period, the School may make it good and the Hirer will immediately on demand repay in full the cost of the repair or replacement. In the event the Hirer also hires additional props or scenery for the event from a third party, then any damage as a result of any acts by the employees or agents of the School (acting reasonably and appropriately) are the responsibility of the Hirer and the Hirer must ensure that appropriate insurance is in place.

6. Indemnity and Insurance

6.1 The Hirer shall fully indemnify and hold harmless the School against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability arising in any way from the Hirer's use of the Premises and any breach of any of these terms and conditions on the part of the Hirer.

6.2 The Hirer shall take out and maintain an adequate public liability insurance policy with a reputable company carrying on such insurance business in the United Kingdom to cover the liability accepted by it under these terms and conditions for any one occurrence or series of occurrences arising out of any one Event. Such insurance shall cover death or injury to any person or damage to any property occurring during or in consequence of the Event including but not limited to liability for:

6.2.1 defective equipment brought onto the Premises by the Hirer or Authorised Persons; or

6.2.2 negligence or breach of statutory duty by the Hirer or Authorised Person.

6.3 The Hirer must produce to the School a copy of the valid certificate of insurance in respect of the Hire Period not less than 7 days in advance of the Event. (We recommend a minimum cover of £5,000,000).

7. Health and Safety

7.1 The Hirer shall comply with all Health and Safety regulations in force from time to time and with any rules, guidance or regulations laid down by the School.

7.2 The Hirer must strictly adhere to the capacities of the Premises. Failure to comply with the given maximum capacity may result in the termination of the let at any time without the School being liable to the Hirer for damages:

- Audience maximum in auditorium: **176**
- Performer maximum on stage: **100**
- Maximum in theatre building dressing rooms: **40** (20 in each half)

7.3 If a Hirer is operating any portable electrical appliance not provided by the School, this equipment must carry a valid portable appliance test label or certificate.

- 7.4 The School may require the immediate removal of any equipment which does not satisfy the School's requirements.
- 7.5 Hirers must make themselves and all Authorised Persons aware of the fire regulations and procedures in force as described by the Theatre Manager, and notify them of the evacuation muster point shown in **APPENDIX 2**.
- 7.6 The Hirer is responsible for all Authorised Persons and must take reasonable steps to ensure that all Authorised Persons attending the Event will take reasonable care for the health and safety of him/herself and of other persons who may be affected by his/her acts or omissions.
- 7.7 In the event of any accident within the Premises or School grounds the Hirer must immediately report the incident to the Theatre Manager or other authorised person and an accident report form must be completed and returned to the School.
- 7.8 If the Event contains any equipment or activity which carries a risk of injury, a risk assessment is required to be undertaken by the Hirer. This would include if any set, rostra, flying pieces, and other such equipment is brought in for the Event. A standard venue risk assessment is available from the venue.

8. Property and Equipment

- 8.1 The Hirer shall not and shall not permit any Authorised Persons to:
- 8.1.1 use the Premises for any purpose except that stated in this Agreement;
 - 8.1.2 interfere with electrical fixtures and fittings;
 - 8.1.3 attach fittings of any kind (including, but not limited to, bolts, nails, tacks and screws) to any part of the interior or exterior of the Premises or School premises without the express consent of the School;
 - 8.1.4 attach posters, banners, advertisements or other display materials to any part of the premises without the prior consent of the School;
 - 8.1.5 alter, add to or vary the lighting, heating or audio equipment, seating, gangways, fittings or Premises furniture without the express consent of the School;
 - 8.1.6 permit any nuisance or annoyance to be caused to the School or to the owners or occupiers of neighbouring premises;
 - 8.1.7 do or allow to be done anything whereby any policy of insurance effected by the School may be invalidated (eg taking all reasonable precautions to prevent disorder, damage etc.);
 - 8.1.8 do or allow anything to be done which may endanger the renewal of any licences held by the School, including, but not limited to, the premises licence;
 - 8.1.9 do anything contrary to law; or
 - 8.1.10 do anything which may lower the reputation of The Whitty Theatre or Luckley House School, or which is defamatory of any person or organisation.
- 8.2 All technical and production arrangements are subject to the approval of the School's Theatre Manager, and the Hirer shall provide the School with at least three weeks' notice of the specifics of such arrangements. If the School is providing a technician to operate on the Event, it is especially important that all lighting, audio, AV and stage management requirements are sent through well in advance (along with accompanying

scripts, running-orders, stage plans etc.), or the School cannot guarantee to be able to fulfil such requests.

- 8.3 The Premises and School grounds are non-smoking, and the Hirer shall ensure that smoking is not undertaken by any Authorised Person or audience member.
- 8.4 The Theatre is licensed for the supply of alcohol (subject to approval), and the Hirer shall ensure that any and all requirements set by the School relating to the sale and supply of alcohol are complied with. If such requirements are not met, the School reserves the right to ensure that alcohol is not provided at the Event.

9. Intellectual Property

- 9.1 The Hirer shall ensure that no work in which copyright exists:
 - 9.1.1 is performed unless written permission has been obtained from all copyright holders; or
 - 9.1.2 is broadcast unless specific consent to broadcasting has been obtained,and shall comply with all the provisions of the Copyright, Designs and Patents Act 1988 (as amended from time to time).
- 9.2 The Hirer shall indemnify and keep indemnified the School from and against all actions, proceedings, costs, claims or demands whatsoever arising out of the performance or recordings of copyright works on the Premises.

10. Events with Children

- 10.1 The School is committed to safeguarding and promoting the welfare of children and young people and expects the Hirer to share this commitment.
- 10.2 The Hirer is responsible for the welfare and good behaviour of all children and young people involved in the Event. The Hirer must ensure that provision for the safeguarding of children is made before they enter the Premises, and that appropriate numbers of responsible adults and chaperones are in attendance at all times, including any performances.
- 10.3 The School reserves the right to ask any child or young person to be removed from the Premises into the control of a parent or designated guardian should their behaviour constitute a health and safety risk or be of legitimate aggravation to the general public or Premises staff.
- 10.4 The Hirer must take a register and inform all children of the need to inform a designated adult should they need to leave the building.
- 10.5 Any Event including performance by children or young people must conform with the requirements of the Children and Young Persons Act 1963, S37 and The Children (Performances) Regulations 1968. If requested The School will, without restriction, provide any details to the local authority about the Event and/or the Hirer including the

provision of contact details, a copy of this Agreement and ancillary documentation and the School will also provide unfettered access to the Premises to the local authority.

11. Sports Hall

- 11.1 The adjacent Sports Hall can provide additional changing spaces and holding areas, and can be used by the Hirer if available, subject to approval. Availability of the Sports Hall cannot be guaranteed as it is widely used by other groups which is outside the Theatre Manager's jurisdiction. If the Sports Hall is used, the Hirer is responsible for tidying, and removing rubbish after the Event – and ensuring that no sports equipment is used.

12. General

- 12.1 At the end of the Event, The Hirer must ensure that all Authorised Persons and audience members are completely off site before they leave; this includes cars and people in the carparks, as the main school gates will be locked. The School shall not be responsible if vehicles are locked within the School site as a result of violating this clause.
- 12.2 Information relating to the Theatre or School contained within marketing materials printed or published must be approved by the School, and, wherever possible, include the theatre logo and contact details in a prominent position. These can be emailed to the Hirer on request.
- 12.3 The Hirer is expected to familiarise themselves with the facilities available in advance of the Event and to ensure that they are adequate for the purpose intended.
- 12.4 At the end of the Event, the Hirer will leave the Premises in an orderly state, and free from debris, to the satisfaction of the Management. Residue from props, set, or special effects must be cleared away. Rubbish should be securely bagged and left in the foyer. Should the nature of a Hire result in a requirement for increased cleaning services, these may be charged to the Hirer at the discretion of the School.
- 12.5 The General House Rules (as attached in **APPENDIX 1**) of the Premises form part of this Agreement.
- 12.6 None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not named as a party to this Agreement.
- 12.7 This Agreement shall be governed by the laws of England.

Appendix I

GENERAL HOUSE RULES

These House Rules must be read in conjunction with the Agreement for Hire, and form part of your legal agreement with the School. It is important that you read the rules carefully and act in accordance with them.

Should you require any assistance during the Hire Period, please contact Oliver Bamber (Theatre Manager), on **0118 974 3247** or by email: **oliver.bamber@luckleyhouseschool.org**

ARRIVAL

- Upon your arrival, please contact the Theatre Technician who will be on hand during the Hire Period to answer any questions you may have.

THE SITE

- The Theatre is located within a residential area and you must ensure that all attendees to your Event arrive at and leave from the premises in an orderly manner, and that you do not cause any nuisance or offence to the School's neighbours.
- We politely ask that all persons associated with your event respect that The Whitty Theatre is located within boarding school grounds. A number pupils and staff live on site, and noise must be kept to a minimum in all external areas.
- In order to comply with boarding school safeguarding regulations, we must insist that the Hirer ensures that all persons associated with your event keep to the immediate external areas surrounding the theatre, and do not wander into other parts of the grounds (indicated by the red dashed line on the plan in **APPENDIX 2**)

HEALTH & SAFETY

- Capacity limits must be observed to prevent overcrowding (outlined in Clause 7.2)
- At the start of the Hire Period and before any performances, you are responsible for ensuring that all persons in attendance are made aware of the emergency procedures in operation, including the location of fire exits and meeting points (shown in **APPENDIX 2**)
- You must provide at least one first aider during the Hire Period. If you do not have such first aiders within your own organisation, you should contact your local St John's Ambulance service (see www.sja.org.uk).
- Please report any accidents immediately to the Theatre Manager or to any other member of the School's staff on site, and complete and return an accident form.
- Technical and access equipment must not be used without express permission from the Theatre Manager.
- Passages, gangways, fire exits and escape routes must never be obstructed by scenic items/equipment.

THE AUDITORIUM

- No food is allowed in the auditorium at any point during the Hire Period and The Hirer must make this known to all Authorised Persons and assist the Management in enforcing this on their audiences.
- Performers may only bring bottled water into the auditorium (or backstage).
- If children are required to sit in the auditorium seating during the rehearsal period, please ensure that they remain seated properly and do not put feet on seats.
- During a performance, drinks may only be taken into the auditorium by audience members in plastic glasses.

CAR PARKING

- Parking is permitted only on school premises. There are 67 parking spaces in the Theatre Carpark (labelled Audience Parking on **APPENDIX 2**), and further spaces towards the main school buildings which may be used as overflow parking.
- In dry conditions, and with approval by the Management, the sports field adjacent to the theatre carpark may also be used as overflow parking.

- It is advisable to provide at least one parking attendant to direct visitors to appropriate parking areas. The ideal position for this person is indicated on the plan in **APPENDIX 2**.
- No access to building/exits etc. must be blocked by vehicles at any time

SMOKING

- The School and Theatre are no smoking buildings, and there are smoke detectors in all areas.
- Smoking is prohibited anywhere in the School grounds as pupils will be in residence. The Hirer must enforce this on their audience and Authorised Persons where appropriate. Patrons wishing to smoke must do so outside of the School gates in Luckley Road.

ALCOHOL

- The School is licensed for the sale and supply of alcohol, but the Hirer **must** abide by the following if they wish to provide it:
 - a. The Hirer must advise the School before the Event that alcohol is intended to be served. The School reserves the right to refuse the Hirer permission to sell and supply alcohol.
 - b. Alcohol may only be served in the theatre foyer/bar area, and must only be consumed in the foyer, the paved area immediately outside the foyer, or the auditorium by audience members. (Patrons are reminded to keep in mind that the Theatre is located within Boarding School grounds, and pupils may be able to see activity around the Premises).
 - c. Alcohol must not be supplied to anyone under the age of 18, and must not be served by anyone under the age of 18.
 - d. Anyone appearing to be under the age of **21** must be challenged and must produce a recognised proof of age card (accredited under the Proof of Age Standards), a photo driving licence or a passport. If such identification cannot be provided, that person **must not** be served alcohol.
 - e. All staff serving alcohol must be made aware of and agree to abide by these conditions.

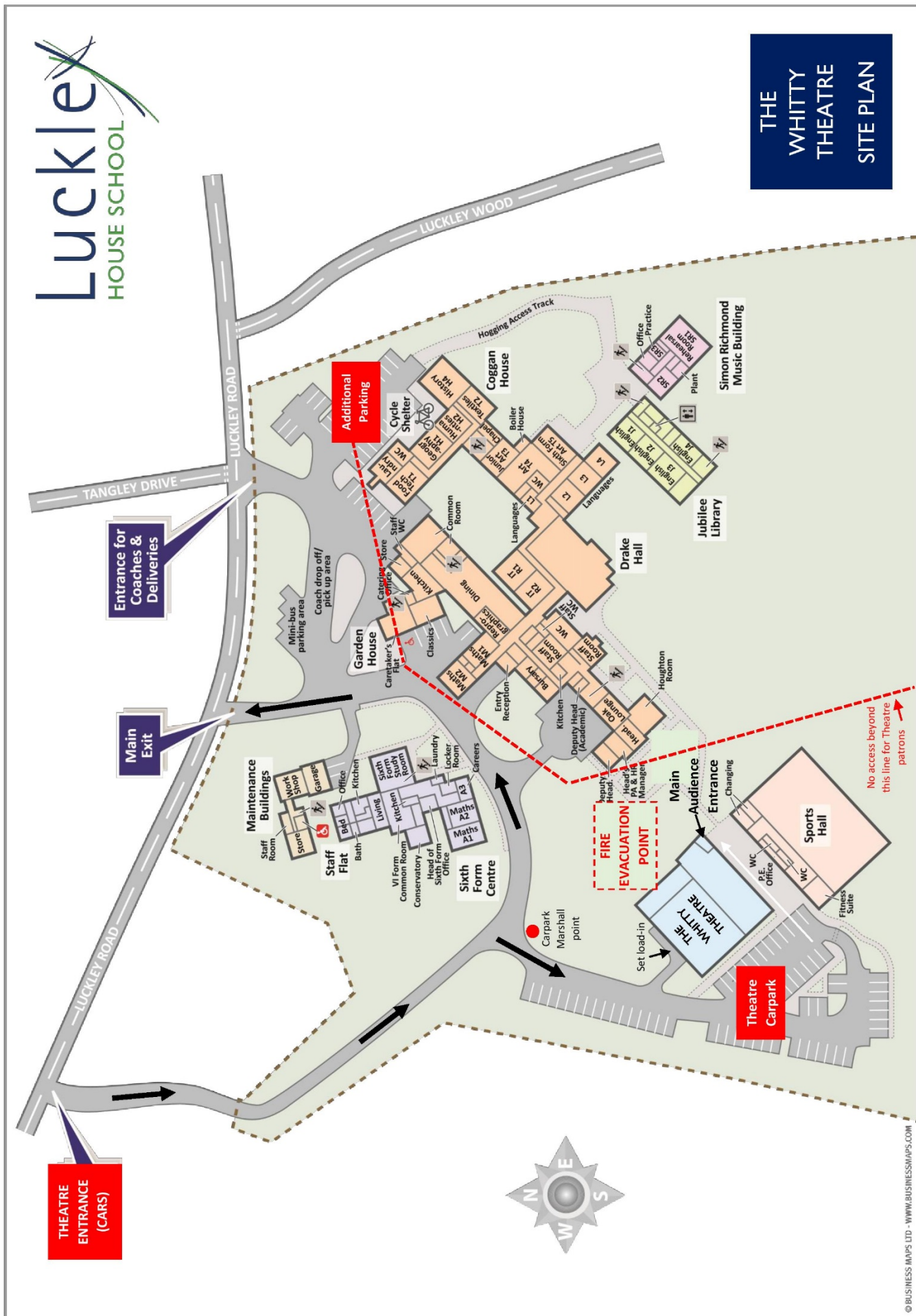
CLEANING

- Please leave the Premises in an orderly state, and free from debris.
- If any cups, glasses or other bar items are used, please ensure they are washed up and returned.
- Food items must be removed from the building entirely and disposed of in the external bins adjacent to the theatre entrance

CURFEW

- The School's Premises Licence stipulates that no persons are permitted to be on site after 11pm in any capacity.

Appendix 2: SITE PLAN



13. Signatures

Signed on behalf of Luckley House Enterprises Ltd Date

Norman Patterson
Company Secretary

Signed on behalf of the Hirer Date

Print name

Please return this signed Hire Agreement to:

Theatre Manager
The Whitty Theatre
Luckley House School
Luckley Road
Wokingham
Berkshire
RG40 3EU