

## ROOM HIRE AGREEMENT

### NATURE OF CONTRACT

This document details an agreement between **XXX** and **Tobacco Factory Theatres** (hereinafter referred to as **TFT**) with regards to room hire.

### DEFINITIONS

**TFT** - Tobacco Factory Theatres (charity number 1097542)

**Event** - The agreed activity/activities or event arranged by the Hirer.

**Duty Manager** - the member of TFT Staff appointed to manage the Premises at time of the Event.

**Hirer** - the organisation or person making the booking

**Hirer Attendees** - visitors to and participants of an Event, or other members of the public attending the Premises in connection with the Event or on the Hirer's behalf.

**OA** - The Operations Assistant, TFT staff member making any arrangements with the Hirer in relation to the Event.

**Premises** - Tobacco Factory Theatres, Raleigh Road, BS3 1TF

**Representative** - means the representative of the Hirer nominated by the Hirer in accordance with condition 2 below.

### Terms & Conditions for Hire.

1. The Premises are hired out on the understanding that TFT shall not be liable for any claims in respect of damage, loss or injury of any description, other than those arising out of the wrongful acts or omissions of TFT and its servants or agents. Whilst TFT takes every step to ensure the safety of Visitors to the Premises, the Hirer should make their own arrangements to make sure their Event is appropriately risk assessed and has adequate insurance cover. The Hirer

**Patron** Mrs. Mary Prior CVO MBE

**Trustees** Bertel Martin (Chair), Joseph Bell, Samuel Charleston, Alison Eynon, Mike Forrest, Ewen Macgregor and Rick Stone.

**Company no.** 04536120 / **Charity no.** 1097542



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may be required to present evidence of their risk assessment and/or own public liability insurance in advance. TFT does not accept any liability whatsoever for any damage incurred to persons or property whilst outside the Premises.

**2.** A designated individual should be appointed by the Hirer as the primary point of contact for TFT and the person with overall responsibility for the Event. The Representative must be over 18 years old. If none is specified the representative will be the individual that made the booking.

**3.** Contractors - including but not exclusively crew, technical staff and caterers - commissioned by the Hirer for the Event should:

- Be competent and capable of carrying out their work in adherence with standard health and safety regulations
- NOT be under the influence of alcohol or other controlled substances for the duration of the Event
- Have and be willing to present evidence of any relevant insurance or certifications.

**4.** The Hirer is responsible for:

- Ensuring payment is made in a timely manner in accordance with the invoice terms. An invoice for the hire fee will be raised upon confirmation of the booking.
- Ensuring any additional requirements such as the hiring of TFT equipment and the extra cost of such hires are communicated, agreed in advance of the Event.

**5.** The Hirer shall make themselves and all Hirer Attendees aware that TFT expect:

- All Hirer Attendees are required to treat staff, tenants, volunteers and other visitors with respect.
- Any abuse, verbal or physical, will not be tolerated and may lead to the immediate cancellation of the Event, temporary or permanent exclusion from the Premises, or even criminal prosecution.

6. The hirer may be asked to pay a £100 cleaning and damages deposit. This is refundable provided that the hirer clears away any food, drinks, decor, equipment and removes all rubbish leaving the venue in an acceptable state as determined by. In the event that TFT staff are left to clear away food, and pack down time is exceeded, your deposit will be fully retained. The decision of the hirer paying this deposit is at the discretion of the OA.
7. The Hirer shall not use the Premises for any illegal activities and/or in conflict with policies. Hire of the Premises does not entitle the Hirer to sub-let or grant license of use in respect of the Premises to third parties.
8. The Hirer must agree details of their Event in advance with the OA. Hire of the Premises does not entitle the Hirer or anyone, Hirer/Attendee, to enter or remain on the Premises outside of their agreed hire arrangement.
9. The Hirer shall be responsible for keeping the Premises in good order during the Event. This includes, without limitation: controlling noise levels and breakout sound, ensuring adequate supervision of children and young people, have an awareness of health & safety/fire procedures of the building, ensuring fire exits are kept clear, ensuring attendees are leaving the building in an orderly manner.
10. For all bookings involving children or vulnerable adults, except private parties where the Hirer is a family member, the Hirer is required to have their own safeguarding policy and must ensure that those who work with young people or vulnerable adults hold a current DBS certificate.
11. Exits shall not be blocked at any time. Fire appliances shall not be moved or tampered with and must only be used in the event of a fire to assist safe exit from the Premises.
12. Décor - including placards, drapes or other materials - may only be used with prior permission from the OA. All attachment methods must be cleared with OA ahead of the event. TFT reserves the right to claim compensation for any damage caused. Décor must not block passage to emergency exits. Décor must be fire retardant and the **use of candles and naked flames are not permitted**. Haze and smoke machines are not permitted.

- 13.** Fly posting is illegal – in the event of fly posting incidents, TFT reserves the right to cancel the Event and forward contact details of the Hirer as requested by any investigating local authority.
- 14.** All events must have a curfew of 11pm by which time all decor, waste, furniture, equipment should be tidied away and all attendees and hirers out of the building. There is some flexibility in this but must be agreed with OA ahead of time.
- 15.** The Hirer shall comply with all applicable laws including, without limitation, relevant legislation on food hygiene and health and safety. All events in which food is served, the Hirer is responsible for removing waste associated with this and cleaning areas used for food preparation.
- 16.** Hirers and Hirer Attendees are prohibited from bringing any alcohol on site during an event. Hirers are prohibited from selling alcohol at events. The Theatre Bar can be hired in advance when booking. Any alcohol will be confiscated and disposed of by TFT in such a manner as it sees fit.
- 17.** The Hirer must report all accidents involving injury to the public to TFT staff as soon as possible and complete the relevant section in the accident handbook. The Hirer shall ensure the appropriate medical assistance is sought, or an ambulance is called.
- 18.** The use of any illegal substances is strictly prohibited anywhere on the Premises. The Hirer is responsible for all Hire Attendees in preventing the use or possession of any substances, and TFT staff will call the police in the event that these are found.
- 19.** The Hirer shall pay for or rectify any loss or damage caused to TFT' equipment or property or the equipment or property of any other user of the Premises, or to the Premises itself, caused by the Hirer or any Hirer Attendee or otherwise resulting directly or indirectly from the Event. TFT reserves the right to request a deposit from the Hirer, to be withheld in the event of any damages.
- 20.** No additional lights or other electrical equipment or extension from the existing electrical system shall be added without the prior permission from the OA. Any electrical equipment permitted must be PAT tested with appropriate labelling prior to use on the Premises.

**21.** The Hirer shall leave the Premises at the end of the Event at the agreed time. Take down and clear out time should be agreed with the OA in advance. Any additional hours may be charged at £40+VAT per hour, regardless of which space you have rented.

**22.** The Hirer should ensure that Premises are left in a clean and orderly state. Unless otherwise agreed by the OA, the Hirer should remove all personal property and equipment. If the Hirer is unable to take equipment items away at the end of their event, special arrangements must be made with the OA in advance, to agree an alternative collection time. In the event that this is not adhered to, TFT will withhold part or all of any deposit paid, in order to cover costs incurred for removal and storage and additional charges may also be incurred from TFT or third parties.

**23.** The interior of the Premises is non-smoking, this includes E-cigarettes and Vapes. It is the Hirer's responsibility to ensure that each Hirer Attendee is made aware of this. The OA or Front of House staff will make the Hirer aware of any designated external smoking areas.

**24.** For hire of either of the theatre spaces you acknowledge you will have no access to technical power without a Duty Technician present. In the Factory Theatre power will be available from 2x 13amp sockets from side of stage and 1x 13amp 10m reel. In the Spielman Theatre power will be available from 4x 13amp sockets (2 on the left side of stage and 2 on the right side of stage) and 1x 13amp 10m reel. If you require technical power a Duty Technician can be provided for a fee of £30+VAT. Please note they have a minimum call time of 4hrs.

**25.** Premises capacity - The OA shall agree numbers for the Event with the Hirer in advance. The Hirer must ensure that this number is not exceeded at any time during the Event.

**27.** If the Event needs to be cancelled for any reason whatsoever by TFT, TFT will use reasonable endeavors to work with the Hirer to attempt to postpone the Event. If postponement is not possible TFT will provide refunds for any payments made to TFT unless costs have been incurred, in which case TFT may retain an amount equal to the costs incurred by TFT up to the time of cancellation.

**28.** Cancellations made more than four weeks prior to the booking will receive a full refund. Cancellations made between four and two weeks prior to the booking will

# TOBACCO FACTORY THEATRES

Administration 0117 902 0345

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Box Office 0117 902 0344

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Raleigh Road, Southville, Bristol BS3 1TF

receive a refund at 50% of the original rate. Cancellations made within two weeks of the booking will be non-refundable.

**29.** Other than as expressly set out in conditions 27 and 28 above, TFT shall have no liability or obligation whatsoever to the Hirer arising from any cancellation or postponement of an Event, except to the extent that such cancellation or postponement is caused by TFT's gross negligence or willful misconduct.

Hirer must agree to the above Terms & Conditions by responding to the Operations Assistant with confirmation.

**If you are unclear about any of the above terms and conditions around the hire of space at Tobacco Factory Theatres, please contact the Operations Assistant by calling the office on 01179020345 or emailing [hires@tobaccofactorytheatres.com](mailto: hires@tobaccofactorytheatres.com) with any queries.**

**You will be deemed to have accepted these terms and conditions by paying your invoice.**

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