## Trinity Community Arts Terms & Conditions for Hire

*Definitions*

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| *TCA* | *Trinity Community Arts* |
| *Premises* | *The Trinity Centre and West Street, including Trinity Centre Garden and Grounds* |
| *Hirer* | *Individual or Organisation and agreed representative/s* |
| *Event* | *The agreed activity/activities or event arranged by the Hirer* |
| *Duty Manager* | *TCA Staff Member/Contractor appointed to manage the Premises at time of the Event* |
| *Visitor* | *Attendees of an event, activity or other members of the public* |
| *Bookings Coordinator* | *TCA Staff Member making any arrangements with the Hirer in relation to the Event* |

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

**2.** A designated individual should be appointed as the Hirer. The Hirer must:

- Be over 21 years old
- NOT be under the influence of alcohol or other controlled substances for the duration of their Event or when in negotiations with TCA in relation to their Event
- Remain on the Premises for the duration of their Event unless otherwise agreed in advance with the Bookings Coordinator, or with the agreement of the Event Duty Manager.

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

- Be competent and capable to carry 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 insurances or certifications.

**4.** The Hirer is responsible for ensuring that any agreed hire fee MUST be paid in full prior to the Event, unless otherwise agreed in writing.

**5.** The Hirer should endeavour to make themselves and their Event party aware of the TCA **Code of Conduct**, which states: All Visitors are required to treat staff, 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 shall not use the Premises for any illegal activities and/or activities in direct conflict with TCA policies. Hire of the Premises does not entitle the Hirer to sub-let or grant licence of use in respect of the Premises to third parties.

**7.** The Hirer must agree details of their Event in advance with the Bookings Coordinator. Hire of the Premises does not entitle the Hirer or anyone from their Event party to enter or remain on the Premises outside of their agreed hire arrangement.

**8.** The Hirer shall be responsible for keeping the Premises in good order during their Event. This includes, but is not exclusive of:

- Controlling noise levels and breakout sound
- Ensuring adequate supervision of any children and young people
- Making sure any people leaving the Premises during or following their Event do so in an orderly manner and in such a way as not to cause nuisance to nearby residents or traders
- Be aware of and inform others in their group of key policies, including **Health & Safety and Fire Evacuation procedures**. In particular, the Hirer MUST familiarise themselves with all Emergency Exits, Extinguishers and Alarm Points.
- Following the instruction and guidance of the Duty Manager and supporting them to instruct members of the Event party.

**9.** Exits shall NOT be blocked at any time. Fire appliances may NOT be moved or tampered with and must only be used in the event of a fire to assist safe exit from the Premises.

**10.** Décor - including placards, drapes or other materials may only be used with prior permission from the Bookings Coordinator. The use of bolts, nails, tacks, screws, drawing pins or other invasive attachment methods are NOT

permitted to affix décor to any walls, ceiling, flooring and façades of the Premises. TCA reserves the right to claim compensation for any damage caused. Décor must be fire retardant and the use of candles and naked flames are not permitted (tea-lights may be permitted upon request).

**11.** The Hirer may request that promotional material be displayed in and around the Premises prior to their Event. This must be agreed in advance with the Bookings Coordinator and could include:

- Flyers in designated foyer areas of the Premises
- A4, A3 and A2 posters inside the Premises on designated poster boards
- A0 posters on designated boards at the front of the Trinity Centre
- Banners on the Trinity Centre gates, size not exceeding 2'x6' (60 x 183 cms).

**12.** Fly postering is illegal – in the event of fly postering incidents, TCA reserves the right to cancel the Event and forward contact details of the Hirer as requested by any investigating local authority.

**13.** The Hirer is responsible for paying for or rectifying any loss or damage caused to TCA equipment, property or Premises. TCA reserves the right to request a deposit from the Hirer, to be withheld in the event of any damages.

**14.** No additional lights or other electrical equipment or extension from the existing electrical system shall be added without the permission of the Duty Manager. Any electrical equipment permitted must be PAT tested with appropriate labelling prior to use on the Premises. If you require more information about PAT testing, please contact the Bookings Coordinator.

**15.** The Hirer shall leave the Premises at the end of their event at the agreed time. Take down down and clear out time should be agreed with the Bookings Coordinator in advance. Any additional hours may be charged at the standard rate.

**16.** The Hirer should ensure that Premises are left in a clean and orderly state. Unless otherwise agreed by the Duty Manager, the Hirer should stack any chairs and tables used to one side of the hall and 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 Bookings Coordinator in advance, to agree an alternative collection time. In the event that this is not adhered to, TCA will withhold part or all of any deposit paid, in order to cover costs incurred. Hirers may be required to cover additional costs incurred by TCA on their behalf.

**17.** It is the responsibility of the Hirer to ensure that no-one from their Event party loiters around the outside of the Premises. TCA accepts no liability for any damage incurred to persons or property whilst outside the Premises.

**18.** The interior of the Premises is non-smoking. It is the Hirer's responsibility to ensure those in their Event party are made aware of this. The Duty Manager will make the Hirer aware of any designated external smoking areas.

**19.** Premises capacity - The Bookings Coordinator shall agree numbers for the Event party with the Hirer in advance. The Hirer must ensure that this number is not exceeded at any time during their Event. TCA requires sufficient security staff where applicable, in accordance with our Premises Licence, chargeable to the Hirer.

**20.** In the event that the Hirer cancels the Event, the following Refund Policy applies:

- booking cancelled 3 + months in advance = full refund of deposit
- booking cancelled less than 3 months in advance = 2/3 of deposit
- booking cancelled more than 2 months notice = 1/3 deposit refunded
- less than 4 weeks notice, no deposit returned (if you have paid in full you get back the remaining 50%)

**21.** In the event of any breech of our Terms & Conditions, TCA reserves the right to terminate any Event with immediate effect and withhold any funds/deposits in order to cover any costs incurred.

**22.** The Hirer must agree to the above Terms & Conditions and sign the statement below.

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**Statement by Hirer:** I have read and understood the Terms & Conditions of hire of the Premises. I agree to abide by these conditions and to pay the hire charge in full in advance of the event (Please sign & post/email statement to contact details below):

Signed (Hirer) ..... Date .....

Print name (Hirer) .....

Event name & Date .....

Premises ……