

STANDARD CONDITIONS OF HIRE

(If the Hirer is in any doubt as to the meaning of the following, the booking secretary should be consulted immediately)

Hirer's General Responsibilities

1. Neither **Theatrical Studio (TS)** or **Function One Entertainment (FOE)** will accept no liability for loss or damage to property, or injury or death suffered by any person, arising directly or indirectly from the event or activity for which the premises have been booked.
2. The **hirer** shall indemnify the **TC and FOE** against any claim arising from any such loss, damage, injury or death. It is the **hirer's** responsibility to ensure that (s)he is fully covered by public liability insurance, if appropriate. **FOE** reserves the right to inspect both the relevant policy document and proof of current validity.
3. The **hirer** should also, where appropriate, have a clear policy of child protection.

Booking Conditions

4. All bookings are at the discretion of the **Function One Entertainment**. We reserve the right to terminate any hire agreement in the event of the **hirer's** failure to observe any of its terms or for any other reason. In this situation, one (1) month's written notice will be given. Where bookings have been made for an event less than one month ahead, the maximum possible notice will be given.
5. A refund of the charge for individual sessions cancelled by the hirer can only be made at the discretion of the **TC and NOT FOE**.
6. Venue hire booking terms and conditions apply, Deposit Payment must be made once booking is confirmed and must be paid via bank transfer (or cash if agreed) to Function One Entertainment, and the remainder no less than 28 days prior to the booking.
7. Hire agreements and safety waivers must be signed before use of any equipment hired on the day or equipment will be removed and no refund will be given.
8. The Venue can not be hired on its own and must be as part of our packages. You must notify Function One Entertainment of any other companies providing services or hireable items to you as we are in charge of managing the venue during hire.
9. REFUNDS AND CANCELATIONS - All cancelations must be a minimum of 28 days before your booking and refunds will only be made at the discretion of the **TC and not Function One Entertainment** for any cancelations of bookings for ANY reasons. All refunds if allowed will be minus the 50% booking deposit.
10. Any cancelations under 28 days will NOT be refunded but may be able to be transferred to another available date at the discretion of **FOE**.
11. In the highly unlikely event WE cancel your booking it will be done at the earliest possible notice and you will be refunded the FULL amount paid including any deposits.
12. By making the deposit payment you agree to terms and conditions set out in this document.

Conditions of Hire

13. The **Hirer** shall use the premises only for the activity specified in the hire agreement and may not sublet for any purpose.
14. Only those parts of the building to which access has been specifically granted and paid for, may be used.
15. The kitchen may be used free of charge for the making and serving of tea, coffee and cold drinks.

16. All tables and chairs used must be folded back up and stacked and returned to their original place.
17. In accordance with the Health and safety regulations, if you (the hirer) notice a health and safety risk before we do, it is your responsibility to report such risk without delay to the site manager on duty for immediate action.
18. The **hirer** will be responsible for the supervision of the event and the fabric and contents of the premises and must ensure that they are left clean and tidy as found.
19. All rubbish must be removed at the end of the agreed period of hire. When kitchen facilities are used all appliances must be emptied and cleaned.
20. Any costs incurred by the **TC or FOE** for cleaning, breakages or repairs after a hire session, will be charged to the **hirer**.
21. No drawing pins, Blue Tack, sticky tape or similar adhesives may be used to affix displays to the interior doors and walls or mirrors. Similarly, decorations must not be secured to doors and walls in this way. Banners or balloons may be tied to the window handles whilst the window cills and table tops may be used for other decorations.
22. No notice or similar may be affixed to the exterior of the building, except with the express written permission of the **TC**.
23. Consumption of alcohol on the premises is prohibited.

Health and Safety Conditions & Responsibilities

24. The **hirer** shall comply with all regulations and other legal requirements currently in force and with any notices displayed in the building.
25. Smoking is forbidden inside the building. Cigarettes must be extinguished in the special bins provided outside.
26. The **hirer** shall not connect, or allow to be connected, any electrical apparatus which might overload or otherwise damage the electrical installation of the premises.
27. Any portable electrical appliance brought into the building to be used in association with the hirer's event must have been subjected to a valid and certificated "PAT" test. The **TC OR FOE** reserves the right to inspect the certificate upon request.
28. The **Hirer** must appoint assistants to be fire marshals in the event of an emergency and they must make themselves familiar with the location of the fire exits, fire extinguishers and ensure that the main entrance (one of the escape routes) is kept clear of obstructions.
29. The hirer shall be responsible for making arrangement to insure against any third party claims which may lie against their organisation whilst using the Theatrical Studio.
30. Collectively, the **hirer and the marshals** will be responsible for the organisation of a safe and calm evacuation of all people from the premises and checking that no person remains in either the kitchen or any of the toilets. Once outside, people should, assemble on the grassed area adjacent to the car park for the marshals to account for all the occupants of the hall.
31. For reasons of safety, the **hirer** must report any damaged or broken furniture whether or not it is discovered or caused, to the booking secretary at the earliest opportunity.

Fire procedure

Emergency Plan for Hirers of the Studio

As the responsible person for the event / function you have legal duties with regard to the safety of those persons assisting with or attending the event.

Before the event or function you should be aware of:

- The contents of the Fire Procedures Notice displayed in the room and attached below.
- What fire protection systems are present and their location in the hall.
- How a fire will be detected.
- How people will be warned if there is a fire.
- What staff should do if they discover a fire.
- How the evacuation should be carried out and arrangements for those particularly at risk such as disabled persons and children.
- Identification of escape routes and exits.
- Arrangements for fighting fire.
- How the fire and rescue service will be called.
- Checking that all escape routes are clear of obstructions and combustibles.

At the start and during the event or function you should ensure that:

- Those present are notified of the location of exits and escape routes and the contents of the Fire Procedure Notice.
- Escape routes and exits do not become blocked.
- Rooms do not become overcrowded and when setting out chairs and tables adequate room is left for safe and easy means of escape.

IN THE EVENT THAT A FIRE IS DETECTED

- Keep calm
- Leave the building by the nearest available exit. Take with you any visitors that you may see or are responsible for.
- For your own safety do not delay in leaving the building. Do not stop to collect your belongings
- Go to the car park, which is the assembly point. Report to the person responsible who will check that everyone is present and accounted for.
- Use your mobile phone after evacuation, if no phone available go to the nearest house.
- Phone 999 and ask for the fire service and quote the full address:

**Theatricool Studio,
Belle Vue Road,
Colchester
CO1 1XA**

- **DO NOT** return to the building until you have been advised that it is safe to do so

IF YOU DISCOVER A FIRE

- Raise the alarm immediately by breaking the nearest fire alarm glass
- Proceed as above
- **IF YOU HAVE BEEN TRAINED**, attempt to tackle the fire by using the nearest appropriate fire extinguisher. Do not take personal risks, if you are unsure or the fire spreads.
- **IF YOU ARE NOT TRAINED** in the use of fire extinguishers, do not attempt to fight the fire. Leave the building by the nearest available exit and go to the **CAR PARK**, which is the assembly point.