

## Emmanuel Hall – Terms & Conditions

These terms and conditions shall be binding upon each party entering into a hire agreement between the Hirer and Theatre Alibi for the use of Emmanuel Hall, Emmanuel Road, Exeter, EX4 1EJ.

### Acceptance of a Booking

Each prospective hire will be considered by Theatre Alibi management, taking into account the guidelines of Theatre Alibi's Council of Management and its main funders: Arts Council England and Exeter City Council.

\*Applications will not be accepted from persons under 18 years of age.

\*Theatre Alibi reserves the right to refuse admission and/or to eject from The Building any person or persons as Theatre Alibi may reasonably determine.

\*In the event of a serious breach of the conditions, Theatre Alibi may immediately terminate the Booking. No refund to the Hirer will be due.

### Bookings

\*The hire information brochures, booking request form and terms & conditions can be downloaded from Theatre Alibi's website.

\*Upon receipt of a completed booking request form, Theatre Alibi will respond with confirmation of whether the space required is available and whether all aspects of the booking request can be facilitated. When the terms & conditions are agreed between the parties, a Hire Agreement will be issued by Theatre Alibi to the Hirer which must be signed and returned along with a deposit.

\*Theatre Alibi shall not be liable for any loss due to breakdown of equipment, failure of supply of electricity, leakage of water, fire, which may cause the premises or any thereof to be temporarily closed or the hiring to be interrupted or cancelled nor for any failure of the Hirer to gain access to the premises.

\*Theatre Alibi does not hold a Public Entertainment Licence public performances are not allowed on the premises.

### Responsibilities of Theatre Alibi

\*Theatre Alibi will provide a clean and useable space

\*Theatre Alibi will endeavour to accommodate any requests for changes to the original booking but without any obligation to do so.

\*Theatre Alibi will give as much notice as possible if it is necessary to cancel or change a booking.

\*Theatre Alibi will communicate with the Hirer at the earliest opportunity if there are any access issues.

\*Theatre Alibi reserve the right to enter the premises at any time for any reason but will use its best efforts to ensure that it does not unreasonably interfere with the use by the Hirer.

### Responsibilities of The Hirer

\*Only the hire space can be used and must be vacated at the agreed times. There is a late vacation charge of £20 for every 15 minutes over the agreed time.

\*The Hirer may not assign any rights acquired under the Hire Agreement to any other party.

\*The Hirer may not share occupation with any person not covered by the booking form. The rights granted to the Hirer in the Hire Agreement shall not operate or be deemed to operate as a demise (transfer by lease) of the Hire Space and do not create a relationship of landlord and tenant.

\*The Hirer shall not have or be entitled to any right, estate or title in the Hire Space or any other part of the building.

\*The Hirer shall be responsible to Theatre Alibi for any 'Damage' caused by or arising out of the Hiring. Damage may include (but shall not be limited to) the Hire Space, structure, fabric, fixtures or fittings of any part of the Building or to any furnishing therein.

\*The Hirer will be responsible for any loss or Damage caused by or as a result of any third party engaged or arranged by the Hirer eg caterer.

\*The Hirer shall indemnify Theatre Alibi, its Directors, employees, contractors and agents from and against: all claims, demands, actions, expenses, damages, penalties or proceedings arising out of or in any way connected with the Hiring in respect of:

(a) any loss or theft of, or damage to, any property of any person whilst in or upon the Building during the period of the Hiring.

(b) the death or injury howsoever or to whomsoever caused which shall occur while such person is in or upon the Building or in respect of any loss or damage suffered or sustained by any person in consequence of such death or injury (excluding any death or injury caused by an act, omission or the negligence of Theatre Alibi);

(c) all penalties, damages, costs and proceedings which may be incurred in consequence of any breach or default by the Hirer (or their Staff) of any of the terms of the Booking.

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(d) any claim for any duty, tax, royalty or copyright fee payable in respect of any entertainment given during the Hiring period and against any infringement of any Intellectual Property Rights which may occur during the Hiring.

\*The Hirer shall not cause or permit any person connected with the Hiring to drive any nails, screws or other fixings into the walls or floors or any other part of the Building nor into any furniture or fittings or do or permit to be done anything likely to cause damage to the building or any such furniture or fittings.

\*The Hirer shall not do or permit to be done or omit to do or allow to be omitted to be done anything likely to cause Damage to the structure, fabric, furniture or fittings or any part of the Building.

\*Extra fittings or staging of a temporary nature shall only be erected or brought into the Building by prior arrangement with Theatre Alibi.

\*No props, decorations or any other articles may be stuck, glued, taped or in any other way fixed to the structure, fabric, furniture or fittings or any part of the Building except with the prior written approval of Theatre Alibi.

\*The Hirer shall not display and shall ensure that no advertising relating to the Hiring is displayed.

\*No alterations or additions to the existing lighting arrangements shall be carried out, or additional power sockets installed. Extra Lighting, audio-visual equipment or similar equipment may be used only by prior arrangement with Theatre Alibi. All approved additional equipment must comply with current Regulations and be labelled with the date and outcome of the latest test.

\*All equipment, staging, props, personal and other belongings etc erected or brought into the Building by the Hirer must be removed immediately upon completion of the Hire unless previously agreed in writing by email with Theatre Alibi. In the event that the Hirer fails to clear any such items, Theatre Alibi reserves the right to dispose of them as it sees fit and to charge the Hirer for the cost of such disposal. The Hirer will pay such disposal cost immediately on demand. The Building must be left clean and tidy at the end of the Booking.

\*Under no circumstances will Theatre Alibi make good or accept responsibility or liability in respect of any loss, theft or damage, howsoever or by whomsoever caused, of or to any goods or property whatsoever of the Hirer in or upon the Hire Space or the Building.

\*The Hirer will notify Theatre Alibi in writing in advance if areas of the Hire Space are to be used by children, young people or vulnerable adults for changing into costume and confirm that the Regulations governing such arrangements will be fully observed, and appropriate chaperones will be present at all relevant times.

\*The sale of alcohol is not permitted on the premises.

\*There must always be a responsible adult present in the Hire Space at all times throughout the whole period of the Hire.

\*Noise must be kept to a safe and reasonable level at all times, including adhering to the noise control measures as required by Environmental Health Services.

\*Consideration must be shown to other users of Emmanuel Hall and neighbours at all times.

\*Only the recycling and domestic rubbish bins provided must be used and for the appropriate types of rubbish. Any and all rubbish that is not for recycling or of a domestic nature must be removed from the Building and taken away by the Hirer, including bottles.

\*The Hirer must not undertake any activity in or upon the Hire Space or any part of the Building that is illegal or which could bring Theatre Alibi into disrepute.

\*Except with the prior written approval of Theatre Alibi, the Hirer shall not permit any animal or bird to be brought into or remain on or in the Hire Space or the Building provided that this condition shall not apply to an assistance dog.

### Health & Safety

\*The Hirer shall be responsible for First Aid arrangements for their activity. Any accidents must be reported to Theatre Alibi's office as soon as possible after such accident and an accident form completed.

\*The Hirer shall be responsible for undertaking a risk assessment for their activity, which includes the safe use of ladders. The Hirer shall also comply with Theatre Alibi's own premises risk assessment, eg stacking chairs safely so that they do not collapse.

\*The Hirer will ensure that the needs of any person who may be at increased risk during an emergency evacuation has been properly considered and provided for, with particular consideration being given to persons of reduced mobility, hearing or sight and the Hire Space being used. This is usually referred to as a Personal Emergency Evacuation Plan.

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\*All Hirers are required to read and sign the fire procedures for the Building prior to using the Hire Spaces.

\*The Hirer is responsible for designating a Fire Warden who will familiarise themselves with the emergency exits and procedures and take responsibility for recording the names of who is in the Hire Space or the Building as a result of the Hire at any time and oversee any necessary evacuation.

\*No bicycles are permitted anywhere in the Hire Space or the Building.

\*Smoking is not permitted anywhere in the Hire Space or the Building.

\*Naked flame and pyrotechnics must not be used on site. Use of other special effects must be agreed in writing in advance by Theatre Alibi.

### **Security**

\*The Hirer shall not allow any external doors to be left open and unattended at any time.

\*The Hirer must produce a copy of their Public Liability Insurance policy and current schedule of cover before the period of Hire commences such policy must include cover for any claims arising directly from the Hirer's activities in the Hire Space or the Building.