

Trinity Community Arts Ltd & Trinity Community Enterprises Ltd

Terms & Conditions for Hire

Definitions

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

Terms & Conditions for Hire

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 or omissions 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 risk assessment and/or own public liability insurance in advance. TCA accepts no liability for any damage incurred to persons or property whilst outside the Premises.
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:
 - paying the agreed deposit in order to confirm the booking within 2 weeks of receiving the invoice
 - AND / OR ensuring that the hire fee is paid in full at least 7 days prior to the Event taking place
 - ensuring any additional requirements (i.e. technical sound/lighting, food/catering, bar/corkage, tables/chairs) are communicated, agreed and paid for in advance of the event
 - providing detailed schedule of event including timings and contractor details
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 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 children and young people
 - Ensuring people leaving the Premises do so in an orderly manner, in such a way as not to cause nuisance to nearby residents or traders and do not loiter outside of the Premises
 - Awareness of and informing Visitors 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 not block passage to emergency exits. Décor must be fire retardant and the use of candles and naked flames are not permitted. We do allow the use of contained, regulated chaffing fuel (gel) for the purpose of hot-holding of food and tea-lights contained in glass jars.
- 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.
- 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.** All events which involve food, must have an 11pm curfew by which time all food, waste, crockery and cutlery should be tidied away. Timings can be flexible depending on the agreement organised with the Bookings Administrator, however this must be agreed in advance. All food which is not cleared away by the agreed time will be removed by our Duty Manager. All events involving food, must pay a £175 cleaning and damages deposit, which is refundable provided that the hirers clear away food, remove all rubbish and equipment leaving the venue in an acceptable state within the agreed parameters. In the event that our staff are left to clear away food, and pack-down time is exceeded, your deposit will be fully retained.
- 14.** Hot food can be left out at room temperature (i.e. the temperature can fall below 63 degrees centigrade) for a maximum of 2hrs. Chilled food can be left out at room temperature (i.e. the temperature can rise above 8 degree centigrade) for a maximum of 4hrs. Food which is being kept hot (at least 63 degrees centigrade) using hot-holding equipment, can be displayed for up to 2hrs, after which it must be reheated until it is steaming hot and then returned to hot holding or chilled and stored. Food must be stored between 3-7 degrees centigrade before it is put out.
- 15.** Hirers and their guests are prohibited from bringing any alcohol on site during an event. Any alcohol found which has not been paid for through corkage and agreed in advance, will be confiscated.
- 16.** A limited amount of wine, sparkling wine / champagne and soft drinks can be authorised in advance and paid for through corkage fees if agreed in advance with the Bookings Administrator. No other types of alcohol can be brought on site, nor can we arrange corkage to be paid for anything other than the fore mentioned.
- 17.** The use of any illegal substances, including Nitrous Oxide / Laughing Gas is strictly prohibited anywhere on the premises. Hirers are responsible for their guests in preventing the use or possession of any substances, and TCA staff will call the police in the event that these are found.
- 18.** The Hirer is responsible for paying for or rectifying any loss or damage caused to TCA equipment, property or premises during the hired times (set up, event, take down), other than where such loss or damage is caused by TCA servants or agents. TCA reserves the right to request a deposit from the Hirer, to be withheld in the event of any damages.
- 19.** No additional lights or other electrical equipment or extension from the existing electrical system shall be added without the prior permission from the bookings administrator and 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.
- 21.** 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.
- 22.** 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 for removal and storage and additional charges may also be incurred from 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 those in their Event party are made aware of this. The Duty Manager will make the Hirer aware of any designated external smoking areas.
- 24.** 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 will provide sufficient security staff where applicable in accordance with our Premises Licence, chargeable to the Hirer. The

Hirer is responsible for communicating accurate Visitor numbers prior to the event, including any related ticket sales, guests and/or other members of the Hirer party.

25. TCA is required to monitor Visitor numbers, audience demographic, ticket sales and/or set-lists (for funding and licensing purposes) and may request this information from you as the Hirer.

26. In the event that the Hirer cancels the Event, an **administration fee** (£30 for simple bookings / £60 for complex bookings) will be retained from any payments made and the following Refund Policy will apply:

- advance cancellation, 4 months or more = deposited refunded, minus admin fee
- advance cancellation, less than 4 months but more than 1 months notice = 1/2 deposit refunded, minus admin fee
- cancellation with less than 1 month notice = no deposit returned
- cancellation with less than 48hrs notice = no refund

27. In the event of any breach 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.

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

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If you are unclear about any of the above terms and conditions around the hire of the venue, please contact the Bookings Administrator by calling the office on 0117 935 1200 or emailing info@3ca.org.uk with any queries. You will be asked to accept these terms and conditions when completing your booking form, and when accepting your invoice(s) to pay for hire.

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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