

Trinity Community Arts Ltd & Trinity Community Enterprises Ltd

Terms & Conditions for Hire

Definitions

TCA Trinity Community Arts Ltd and its trading subsidiary Trinity Community Enterprises Ltd

Premises The Trinity Centre, including Trinity Community 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

Events Manager TCA Staff Member making any arrangements with the Hirer in relation to the Event

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 Events Manager, 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
 - Ensuring that the hire fee is paid in full prior to the Event
 - 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.
- **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 Events Manager. 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 Events Manager. 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. 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 Events Manager.
- **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 Venue Manager. No other types of alcohol can be brought on site, nor can we arrange corkage to be paid for anything other than the forementioned.
- **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 permission of the Events production coordinator. 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 Events production Coordinator.
- **20.** The Hirer shall leave the Premises at the end of their Event at the agreed time. Take down and clear out time should be agreed with the Events Manager in advance. Any additional hours may be charged at the standard rate.
- **21.** The Hirer should ensure that Premises are left in a clean and orderly state. Unless otherwise agreed by the Events 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 Events Production Coordinator in advance, to agree an alternative collection time. If this is not adhered to, TCA will withhold part or all of any deposit paid, to cover costs incurred for removal and storage and additional charges may also be incurred from third parties.
- **22.** 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.
- **23.** Premises capacity The Events Manager 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.
- **24.** 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.
- **25.** Trinity requires a minimum allocation of 50% of the total tickets to be made available through the Venue's in-house ticketing system and/or a designated local ticketing partner, to maximise outreach to a broader audience. If all other ticket vendors sell out their allocations, they must update their listings to instruct customers to "contact venue" for further ticket availability. Should the Promoter request an increase in allocation from the Venue after the event has gone on sale, a surcharge of £0.50 per ticket will apply to each additional ticket reallocated.
- **26.** Trinity will send bi-weekly ticket sales report on Monday and Thursday before 11am. We ask all promoters to send a weekly update, to ensure that we can staff your event appropriately.
- **27.** Please ensure the Team receives copy, artwork, press shot, and allocation for your event in time before announcement date.
- **28.** If the Hirer cancels a live music or club Event, an administration fee the following Cancellation Policy will apply:
 - Advance cancellation, 4 months or more = 25% of the event fee is payable
 - Advance cancellation, less than 4 months but more than 1 month notice = 50% of the event fee is payable
 - Cancellation with less than 48 hours notice = 100% of the event fee is payable
- **29.** In the event that the Hirer cancels any other type of Event, an **administration fee** (£35 for simple bookings / £75 for complex bookings) will be retained from any payments made and the following Refund Policy will apply:
 - Advance cancellation, 4 months or more = deposit 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
- **30.** The Venue reserves the right to cancel or withdraw use of the premises for any scheduled event if, at the Venue's sole discretion, the event presents reputational, safety, financial, or operational concerns, including but not limited to low ticket sales or a breach of contract by the organiser. In such instances, the Venue will provide prompt notification to the event organiser. The organiser is solely responsible for notifying ticket holders and managing any applicable refunds.

The Venue shall not be liable for any losses or expenses incurred by the organiser or attendees because of such cancellation, except for any agreed refund of hire fees, where applicable.

- **31.** Venue levy: Trinity is introducing a £1 Restoration Levy on every event ticket sold. This income will be used to create a dedicated fund for critical building works that will protect and maintain the Trinity Centre building and grounds. Please speak to Trinity's Bookings Coordinator for more information if required.
- **32.** 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 to cover any costs incurred.
- **33.** The Hirer must agree to the above Terms & Conditions and sign the statement below.

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

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	