

**DARLINGTON COMMUNITY THEATRE
TERMS & CONDITIONS OF USE**

**These terms and conditions, together with the completed booking calendar shall constitute the contract between the
Darlington Community Theatre and the hirer(s)**

Application

1. Application for hire must be made on the application form provided which will form the basis of a licence to use Darlington Community Theatre premises.
2. If an organisation is hiring the accommodation both the organisation itself and its members are jointly and severally liable under this agreement.
3. The hirer must ensure that everybody making use of the accommodation complies with the conditions of use, failure to do so may result in your letting being terminated with immediate effect.
4. This agreement is personal to the hirer and may not be assigned to any third party.
5. The number of persons using any hired property/premises shall not exceed the number advised by the hirer and authorised by Darlington Community Theatre.

Cancellation

6. You must provide at least two weeks' notice, in writing to the Darlington Community Theatre, for any cancellation of a booking made. Cancellations made after this date will be charged at half the booking fee.
7. All events require a non-refundable 10% booking fee.

Payment

8. A non-refundable 10% booking fee is required upon your dates being secured. The total booking fee must be paid 24 hours before the first date of hiring the facilities.

Indemnity and Insurance

9. The hirer shall be responsible for all damage caused and shall indemnify Darlington Community Theatre against all loss, damage and expense unless due to the negligence of Darlington Community Theatre and any such damage shall be reported immediately to Darlington Community Theatre.
10. Any damage caused to the accommodation (or elsewhere in Darlington Community Theatre) shall be compensated to an extent considered reasonable at the discretion of Darlington Community Theatre within seven days of a written demand.
11. The hirer shall indemnify Darlington Community Theatre against all and any expenses, liability, loss, claim and proceedings arising in respect of personal injury to or death of any person or damage to any property arising directly or indirectly from the use of the accommodation unless due to Darlington Community Theatre negligence.
12. If the hirer has insurance against legal liabilities to third parties, a copy should be supplied to Darlington Community Theatre.
13. Please note that any equipment belonging to hirers, which is used or stored at Darlington Community Theatre, is not covered by Darlington Community Theatre's insurance policy and it is recommended that hirers take out separate insurance or include as 'All Risks' on existing policy. Any equipment left at Darlington Community Theatre is not supervised by Darlington Community Theatre and is therefore left at the hirers risk.
14. Darlington Community Theatre does not accept any responsibility for any articles of property left by the hirer, their guests, agents or any member of the public on the hired property during the period of the hire.

The Premises

15. Access is restricted to the rooms hired and any toilet facilities. Access shall only take place during the designated time and for the permitted purpose.
16. Smoking, including the use of e-cigarettes, personal vaporizers and all devices is not allowed anywhere on site.
17. This agreement does not include the use of any equipment, except where specifically agreed and subject to any further fees chargeable; kitchens and catering equipment shall not be used unless approved by Darlington Community Theatre subject to any conditions, which may be imposed.
18. Food is permitted on site however we respectfully ask that the site is cleared of rubbish using the bins provided.
19. All facilities must be left exactly as found and set up/cleaning time must be factored in when making your booking. Failure to do so may result in additional charges or future bookings being cancelled.

Performing Rights and Licences

20. No copyright works shall be performed in Darlington Community Theatre without the licence of the copyright owner and the hirer shall indemnify Darlington Community Theatre against any penalty or sanction for any copyright infringement which may occur.
21. The hirer shall not use the accommodation for any purpose or activity for which a licence or permission is necessary, eg preparation and sale of food, unless such a licence has been obtained.
22. Any display of goods or services or for any public entertainment must be agreed with Darlington Community Theatre.
23. No alcoholic drinks shall be brought onto the accommodation except where Darlington Community Theatre agrees otherwise and where a licence has been obtained.

Health and Safety

24. Parking is available in the car park, in the interests of everyone's safety, roads around the site should be left clear for emergency access.
25. The hirer is responsible for the health and safety of everybody using the accommodation (including first aid) and must make themselves aware of the fire precautions and procedures in existence. Hirers must also keep a register of people attending their group/club/class.
26. Electrical apparatus shall not be brought onto the accommodation without Darlington Community Theatre's consent, where they must be PAT tested.
27. Animals, other than guide dogs, are not permitted on the premises without the written prior consent of Darlington Community Theatre.
28. The hirer shall leave the accommodation in a clean and orderly state.
29. The disposal of any refuse arising from the hirers use is the responsibility of the hirer.
30. All clubs hiring the facilities must have staff that have appropriate coaching certificates. The club must also ensure that if working with children under 18 or vulnerable adults, all the necessary safeguarding checks have been completed for their staff. Darlington Community Theatre will require copies of all appropriate documents.
31. In relation to activities for children, the hirer must ensure that there are sufficient adults present to be in full control of the children throughout the whole period during which they are on the site.

32. All clubs/organisations hiring the facilities must have the following policies in place:
- a. Health and Safety
 - b. Quality Assurance
 - c. Child Protection (if working with Children)

Consideration for Others

33. We would ask all users to ensure that they do not cause a nuisance or annoyance to the occupiers of any neighbouring properties, surrounding areas or other users. Please ensure that when you are on the site you keep the amount of noise to a minimum and do not use inappropriate language. Any reported incidents will be investigated and this may result in the letting being cancelled without refund.
34. All users must note the whole site is NO SMOKING.

PLEASE DO NOT ADVERTISE YOUR EVENT UNTIL YOUR BOOKING HAS BEEN CONFIRMED