

# ARDEN THEATRE GROUP

Registered Charity No. 274906

## Terms and Conditions of Hire

1. No Hiring shall take effect until the Theatre Management has acknowledged the application form No. ATG/TCH/001 in writing and the full charges have been paid.
2. The Arden Theatre reserves the right to refuse applications.
3. The Arden Theatre is at all times under the control of the Theatre Manager or his/her representative whose decision is final in all matters.
4. The Hirer understands that the Arden Theatre is licenced for a maximum of one hundred and fifty people (150) - this includes audience [a maximum of ninety-eight (98)], cast, crew, front of house and bar staff, whether or not provided by the Arden Theatre.
5. The Arden Theatre does not accept responsibility or liability for any articles left on the premises.
6. The Hirer or his/her representative must report on arrival to the Theatre Manager or his/her representative at the commencement of the hiring and no preparation may begin until this is done.
7. Any lost property found in any part of the Theatre must be handed to the Theatre Manager as soon as possible.
8. The Hirer shall be allowed reasonable facilities for preparation and subsequent clearing of the building. For an evening booking, the Theatre to be entirely vacated by the Hirer by noon the following day.
9. All materials brought into the Theatre must be removed from the building or grounds of the building by noon of the day next. The Arden Theatre does not accept responsibility for the disposal of rubbish resulting from the production/set etc., or directly attributable to the hirer. If any items remain, the Arden Theatre will look for reimbursement of disposal costs before the deposit is returned.
10. No decoration, extra lighting or sound amplification shall be installed unless previously approved by the Technical Manager. Instructions regarding the operation of sound and lighting equipment are displayed in the Control Room and must be adhered to.
11. The Arden Theatre reserves the right to determine the acceptability or otherwise of acoustic/amplified Music under the terms of the Public Entertainments Licence issued to the Theatre.
12. No extra seating may be taken into the auditorium. An area is available for wheelchairs but this removes five seats from the auditorium and is in a set place. All aisles, gangways, exits and fire exits and routes to them must be kept clear at all times.
13. The Arden Theatre reserves the right to satisfy itself as to the competence of any staff to be used by the Hirer by way of set construction or to operate lighting and sound equipment belonging to the Arden Theatre. The Hirer shall supply details of such operatives to the Arden at least one (1) week prior to the hire period along with the name(s) of any other person(s) that the Hirer may wish to have access to or use of the control room. No other person(s) may enter the control room at any time without the permission of the Technical Manager. The Arden Theatre does not undertake to provide a lighting rig as specified by the hirer, nor does it undertake to provide a technician to operate lighting and sound equipment
14. The flats, scenery and properties belonging to the Arden Theatre may only be used with the express permission of the Arden Theatre Manager. No metallic or acrylic paint may be used. Screws must be used to fix scenery; nails may not be used. The Arden Theatre does not undertake to provide or construct a set as specified by the hirer. Any scenery used by the Hirer must be repainted black and struck as arranged with the Theatre Manager at the end of the hiring.
15. Arden Theatre tools and consumable stores (such as nails, screws, masking tape, paint etc.) are not available for use by the Hirer.
16. The Hirer shall not attach decoration to the stage floor by way of nail, screw or similar unless with the express permission of the Technical Manager who shall assess the cost of refurbishment; the appropriate cost of damage shall be deducted from the deposit.

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17. The Hirer shall repay to the Arden Theatre Group on demand the costs of reinstatement or replacement of any part of the Theatre which is damaged, destroyed or removed during the hiring and for the cost of cleaning due to misuse. The stage right wing-side sink must be used for washing brushes, rollers, etc. Any misuse of the kitchen sink will incur an immediate deduction of £25 from the deposit.
18. The Hirer shall not permit any disorderly person to remain on the premises and shall report any such behaviour, or risk of such behaviour, to the Theatre Manager at once. The Theatre Manager shall retain the right to forbid entry or expel any person from the premises.
19. The Hirer shall, as a condition precedent to the hiring, ensure that all scenery, properties and costumes shall meet the appropriate fire safety regulations.
20. Neither the Arden Theatre Group nor any agent or representative shall be responsible to the Hirer or any other person for any loss or damage to any property brought to or left at the Theatre and the Hirer agrees to indemnify the Group, its agents and representatives against any and all claims arising from such damage or loss.
21. The Hirer shall, as a condition precedent to hiring, obtain and, if required produce evidence of, all requisite licences, consents and permissions relating to script, lyric and music to be used and hereby indemnifies the Theatre.
22. The Hirer shall at all times be mindful of the licensing regulations laid down by Swale Borough Council and not cause or allow any contravention of these conditions.
23. The Arden Theatre Group reserves the right to amend, emend and append to these conditions without recourse to the Hirer.
24. The Hirer shall arrange for an insurance policy to cover public liability for loss, accident, injury, distress or harm to any person or property however caused for the duration of the hire period. This shall in no way be construed as an alternative to the insurance cover carried by the Arden Theatre. Cover to be arranged for five (5) million pounds and such evidence to be produced before the event.
25. No smoke machines or other smoke-effect devices may be used in the theatre.
26. In order to comply with Performing Right Society requirements, in the case of events involving music the Hirer must provide the theatre with details of total box office receipts.
27. Please note that no draw or raffle other than registered with the appropriate Council may be held at the Arden unless the draw takes place on the day the tickets are sold and on the basis of one ticket giving one opportunity of winning a prize.
28. The Arden Theatre Group will, wherever possible, provide front of house staff to cover performances. In the event that volunteer staff are unavailable the Hirer will be advised of Safety and Procedures to be followed in the event of fire.

I have read, understood and fully accept the terms and Conditions of Hire of the Arden Theatre, Leslie Smith Drive, Faversham.

<b>Signature</b>	
<b>Name</b>	
<b>Name of organisation</b>	
<b>Date</b>	

Please return the signed and dated top copy with the application form and retain the second copy for your records.