

MERCURY

TERMS AND CONDITIONS FOR THE HIRE OF MERCURY THEATRE

NB. If you have doubts or concerns about the meaning of any part of this document, please contact us for clarification as soon as possible.

1. Age and Responsibility

You, not being a person under 18 years of age, hereby accept responsibility for being in charge of the hired space/s at all times when your team and/or attendees are present, and for ensuring that all Terms and Conditions under the Agreement relating to management and supervision are met.

2. Schedule

Your hire agreement constitutes permission only to use the hired space/s and confers no tenancy or other right of occupation to you. The dates and times of your hire are/will be clearly specified in your Agreement Letter.

3. Fees and Payment

The fee for your hire will be calculated in accordance with the information on our website, and clearly specified in your Agreement Letter. In order to secure the hire, all hirers are required to pay a non-refundable deposit of 50% of the hire fee at the time of booking, and the balance at least one month before the start of the hire period.

The hirer will be required to pay an advanced deposit when paying the balance of the hire fee. The value of it will be deducted from the remaining balance of the hire and the amount will be clearly specified in the Confirmation Letter.

There will be a 15-minute grace period at the end of the hire, before incurring additional hourly hire fees.

Please be aware that our future pricing is subject to change due to external factors. We will remain competitive and work with you to deliver the best possible event for your attendees.

4. Cancellation

If you wish to cancel the booking between two and four weeks before the start of the hire period, 50% of the full payment will be taken as cancellation fee. If within two weeks of the event, the entire hire fee will still be payable, as cancellation fee.

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We reserve the right to cancel the Agreement by giving you written notice in the event of:

- i. the theatre being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- ii. the hire being considered to lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements; or the hire being considered to include unlawful or unsuitable activities;
- iii. the space becoming unfit for your intended use;
- iv. Force Majeure: including but not limited to strike, lockout, war, fire, epidemic, riot, natural calamity, national mourning, order of government or local authority, act of God, or other cause beyond the control of either party.

In any such case, you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any direct or indirect loss or damages resulting from the cancellation.

5. End of hire

You are responsible for leaving the hired space/s and surrounding areas in a clean and tidy condition. Additionally, you must ensure that any contents temporarily removed from their usual positions are properly replaced. If you fail to do any of this, additional charges will apply, in line with the number of hours that the theatre's cleaning team must spend cleaning and organising the space. Should the cleaning team deem necessary to contract professional cleaning, charges will apply. Extra charges will also apply if cleaning and organising have to take place on a Sunday, Bank Holiday or out of hours.

6. Supervision

During the period of your hire, you are responsible for:

- i. supervising of the hired space/s and its contents
- ii. care of the hired space/s, safety from damage however slight or change of any sort
- iii. the behaviour of all persons using the hired space/s whatever their capacity, including proper supervision of car parking arrangements.

7. Use of your hired space/s

You must not use the hired space/s for any purpose other than what you stated in your hire request and in the Agreement and must not sub-hire any spaces, or allow Mercury Theatre to be used for any unlawful or unsuitable purpose or in any unlawful way, nor do anything, or bring into Mercury Theatre anything which might endanger the theatre or render invalid any insurance policies covering Mercury Theatre.

You must not make any alterations or additions to the hired space/s, nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the theatre without our prior written approval.

8. Insurance and indemnity

- i. During the dates and times of your hire, you are liable for:
 - a. the cost of repair of any damage (including accidental and malicious damage) done to any part of the theatre including its curtilage and contents
 - b. the cost of repair of any damage (including accidental and malicious damage) done to our Wi-Fi service

- c. all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the theatre (including the storage of equipment) and your use of our Wi-Fi service, and
 - d. all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the theatre and/or the use of our Wi-Fi service, and subject to sub-clause (ii), you must indemnify us against such liabilities.
- ii. We will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:
- a. any insurance excess incurred and
 - b. the difference between the amount of the liability and the monies we receive under the insurance policy.
- iii. Where we do not insure the liabilities described in sub-clauses (i)(c) and (d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Projects and Facilities Manager (contact information below). If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the theatre to another hirer, and any deposit paid will be forfeited.

We are insured against any claims arising out of our own negligence.

9. Public safety compliance

You must comply with all conditions and regulations made in respect of your event by the Local Authority, the Licensing Authority, and our fire risk assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold (for which an additional licence is required) or provided, or which is attended by children. You must also comply with our health and safety policy (copies available on request).

10. Accidents and dangerous occurrences

You must report to us as soon as possible any failure of our equipment or equipment brought in by you, as well as all accidents, near misses or dangerous occurrences. It is your responsibility as the hirer to provide first aid if needed, in accordance with your event's risk assessment.

11. Safeguarding

You must ensure that any activities for children, young people and/or vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. If requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). Gaming, betting and lotteries

You must ensure that nothing is done on or in relation to Mercury Theatre in contravention of the law relating to gaming, betting and lotteries.

12. Licensing

You must obtain and provide us with a copy of any relevant licences under Performing Right Society (PRS), the Phonographic Performance Licence (PPL), or any other type of Copyright Licence, relating with the event you are holding.

13. Film

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

14. Unsocial Behaviour

You must ensure that the minimum of noise is made on arrival and departure.

Unsocial behaviour is not permitted. If you have obtained a temporary licence for selling alcohol, you must implement the Challenge 25 process requiring proof of age for those looking under 25, and alcohol shall not be served to any person suspected of being drunk. You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

- i. no one attending the event consumes excessive amounts of alcohol
- ii. no illegal drugs are brought into the theatre.

You must also comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner.

Additional charges, at the theatre's discretion, may apply if we receive complaints from our neighbours about unsocial behaviour taking place during your hire period, or whilst arriving/leaving the space.

15. Food, health and hygiene

If you have been granted the use of the Kitchen, you must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat must be refrigerated and stored in compliance with the Food Temperature Regulations.

16. Additional Safety Provisions

You must ensure that any electrical appliances brought by you to the theatre and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided, you must make use of it in the interests of public safety.

You must ensure that no heating appliances of any kind are used at the theatre unless provided by the theatre.

Highly flammable substances are not to be brought into, or used in any part of the theatre or its grounds. No bubble machines, fog machines, indoor fireworks, candles or similar are to be used at the theatre with prior consent by the theatre.

You must inform us if you are going to use internal decorations of a combustible nature (e.g. polystyrene, cotton wool), and make sure no decorations are put up near light fittings or heaters. All helium-filled balloons that are used within the theatre must be removed at the end of the hire period or the hirer will be charged for their removal.

17. Sports and games

Mercury Theatre may be hired for sport and games by responsible organisations or individuals who arrange their own insurance. A responsible person shall be in attendance at all times. The theatre shall be checked for potential hazards that could lead to accidents. All equipment shall be stored away safely when not in use.

18. Stored equipment

We accept no responsibility for any stored equipment or other property brought on to or left at the theatre, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of the hire or we will charge a fee of £50 for each day or part of a day until the same is removed.

We may, at our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

- i. if you fail either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended
- ii. if you fail to dispose of any property brought into the theatre for the purposes of the hiring.

19. Animals

No animals are allowed into the theatre, except for guide dogs, and assistance dogs.

20. Fly posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the theatre, and must indemnify us accordingly against all actions, claims and proceedings arising from any breach of this condition. If you fail to observe this condition you may be prosecuted by the local authority. Nothing shall be attached to the walls in any of the rooms.

21. Sale of goods

You must, if selling goods in the theatre, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

22. Wi-Fi

When using the Wi-Fi you agree at all times to be bound by the following provisions:

- i. not to use the theatre Wi-Fi for any for the following purposes:
 - a. disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
 - b. transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
 - c. interfering with any other persons use or enjoyment of the theatre Wi-Fi; or
 - d. making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;

- ii. to keep any username, password, or any other information which forms part of the Mercury Theatre Wi-Fi security procedure confidential and not to disclose it to any third party.

Additional charges, at the theatre's discretion, may apply if you cause any technical or other problems to the theatre Wi-Fi, if, in our opinion, you are involved in fraudulent or unauthorised use of the theatre Wi-Fi, or if you resell access to the theatre Wi-Fi.

We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with the theatre Wi-Fi or wireless communications networks generally.