

TERMS AND CONDITIONS OF HIRE FOR HEBDEN BRIDGE PICTURE HOUSE ('CONDITIONS OF HIRE')

UPDATED October 2016

These terms and conditions apply to all hires of the Hebden Bridge Picture House. The information contained within these conditions is also provided to enable hirers to enjoy events which run smoothly, ensuring all requirements are discussed and agreed in advance of each hire or event.

Please read this document carefully. Together with your signed contract letter, our Hire Charges and our Technical Information document these Conditions of Hire form the basis of the contract between the hirer and Hebden Bridge Picture House, a business owned and operated by Hebden Royd Town Council.

If you have questions about your booking or about the Picture House please call the Picture House Manager, Rebekah Fozard, on 01422 847287.

In this document the following definitions apply:-

the '**building**' is Hebden Bridge Picture House;

the '**booking**' is the period of time for which the Picture House is hired to you for your event,

'**Conditions of Hire**' refers to this document;

'**HRTC**' or '**Hebden Royd Town Council**' refers to the owner of Hebden Bridge Picture House;

'**Hire Charges**' refers to the document entitled 'Hebden Bridge Picture House – Hire Charges'

the '**hirer**' is the person signing the contract letter, as an individual or somebody booking on behalf of an organisation or company;

'**Technical Information document**' refers to the document entitled 'Technical Information for Hirers'

1. BOOKING PROCESS

The Booking Policy sets out the booking process to be followed. For every booking, a contract letter is sent by the Picture House Manager once the terms of the hire have been verbally agreed, and this letter must be signed and returned with the specified deposit before the booking is binding. The signature and return of the contract letter signifies acceptance these Conditions of Hire, the Hire Charges and the information contained in the Technical Information document.

The contract letter may impose proportionate terms and conditions on the hirer including imposing a minimum age limit for the event and /or detailing the content of the marketing literature for the event and any necessary warnings about the event's content to ensure that the event and its presentation is appropriately represented to enable potential audience members to make an informed choice about attending the event.

The Picture House may only be used for the purpose for which you have booked it. You must satisfy yourself that the building is suitable for your event and meet all legal responsibilities in connection with the event. We will only take instruction from the hirer.

2. COSTS AND PAYMENT

All cheques should be made payable to **Hebden Bridge Picture House**. Payment by cash can only be done by paying the Picture House Manager directly, through prior arrangement.

The contract letter we send to you will tell you the total cost of the booking. You must pay half of the booking fee by the date specified on the letter. Do not send any money until you have written confirmation of the booking from us.

The other half of the fee MUST be paid no later than 28 days before the booking. Please note that we do not send a further reminder. We will ask for a payment in full in our confirmation letter if your booking is within a month of your application.

There are no minimum hours for set-up/get-out, but you will be recharged for any additional hours over and above those booked should you arrive early or depart late.

A security deposit payment to cover additional cleaning or any potential loss or damage to fixtures, fittings and content may be required for certain events. This will be returned after the event, providing that all conditions are adhered to throughout the event and no additional cleaning is required and nothing has been damaged or lost.

We will attend to the basic domestic lighting and heating of the building. Please give at least 6 weeks' notice of your plans. Please check the possible lighting of the area in front of the screen in the Technical Information document to see what it is possible for us to provide for your event.

Merchandise fees stand at 10% of the total take for any goods sold at the event and this sum is to be paid in cash at the end of the event. If a merchandise seller is also required then a staff member will be provided and charged at the rate specified in the Hire Charges document for staff time.

3. NOTES, INCLUSIONS AND EXCLUSIONS

- i) All fees and charges are revised each year (April to March). Any change is made with effect from 1 April each year and your event will be subject to the scale of charges prevailing at the time of the event.
- ii) Additional fees are charged if we need to hire special or additional equipment. This can include lighting, staging, etc. Any items in situ at the Picture House are included in the cost of the hire.
- iii) We can accept a single payment for a series of bookings.
- iv) We can cancel bookings without notice or liability if the due payments are not made on time.
- v) The agreement is between Hebden Royd Town Council as owner of the Picture House and the hirer. Subletting is not permitted. If you are booking an act to appear as part of your event it is your responsibility to make them aware of the contents of the Conditions of Hire, Technical Information document and the Hire Charges and to supervise your act during the booking/hire period. It is your responsibility to ensure that you, your agents and any other person(s) acting in connection with your event comply with these Conditions of Hire, the Technical Information document and the Hire Charges.

4. TECHNICAL RIDERS

Please familiarise yourself with our Technical Information document prior to booking.

When hiring Hebden Bridge Picture House, any technical requirements must be arranged alongside your booking or as soon as possible after booking and in any event at least 4 weeks in advance of the event / performance by liaison directly with the Picture House Manager on 01422 847287. Please do not make arrangements regarding technical facilities or use of the venue with any other member of staff without the express permission and knowledge of the Picture House Manager.

5. COPYRIGHT

Copyrighted work cannot be performed without the licence of the owner of the copyright. You or someone contracted to you as part of your event (a DJ for example) may already hold a licence from the Performing Rights Society or Phonographic Performances Limited. If you do not produce such a licence at least seven days before the event, we will add the cost of this onto your booking fee. This cost varies for different types of event and may not be calculable until after your event. The hirer, not the Picture House remains liable for this cost.

We will recharge PRS based on total ticket sales. If we are not selling tickets on your behalf the hirer must provide ticket sales receipts to the manager within 7 days of the event.

6. TICKET SALES AS AGENT

For hires accepted from October 2013 onwards a charge for selling tickets on your behalf will be levied to cover our administrative costs in doing so, whether we have sold these online for you via our wegottickets.com account or at our Box Office to personal callers. The fee will be 50 pence per ticket for all online ticket sales and for all paper tickets sold with face values of up to and including £10, and £1 per ticket for all paper tickets sold with a face value of over £10.

Following the event the face value of the tickets sold on your behalf (online and in person) will be paid to you by cheque within 28 days less the per ticket fee for tickets sold on your behalf. You may **not** add this booking fee on to the ticket face value (and please note wegottickets.com add their own 10% booking fee on to tickets sold via that website to cover their operation, but the full face value of the ticket sold is then passed on to us, from which our agency charge will be deducted).

7. LICENSED BAR AND PROVISION OF ALCOHOL

The Picture House is licensed to sell alcohol, and a small line of alcoholic drinks is now being sold from the kiosk at all screenings / events. There is no static bar on site so all requirements for a full live events bar must be discussed at the time of booking. At the Picture House Manager's discretion, if requested, security must be provided for any event with a licensed bar and the cost of security must be covered by the hirer. The Picture House is the sole provider of bar and catering facilities for all events.

8. LICENSING & HBPH PREMISES LICENCE

Some events or productions need a licence which is not covered by the Picture House's premises licence. You must provide in advance and display during the booking such a licence.

The Picture House is licensed by Calderdale Metropolitan Borough Council for the following indoor activities (which must end by midnight each night or by 12.30am on a Saturday night/Sunday morning):

- performance of a play
- exhibition of films
- performance of live music
- playing of recorded music
- performance of dance
- entertainment similar to performance of live music, playing of recorded music or a performance of dance
- provision of facilities for making music
- provision of facilities for dancing
- provision of facilities for entertainment similar to making music or dancing
- the retail sale of alcohol for consumption on the premises

If you wish to publically screen a film it must be covered by an appropriate film license – either a BBFC certificate or a licence issued by Licensing at Calderdale MBC. Failure to produce evidence of an appropriate film licence at least 24 hours before the start time of the hire (if the BBFC website does not confirm that the film is already the subject of a valid BBFC certificate) will result in the hire being cancelled, and all or part of the hire fee will be forfeited.

9. FLYPOSTING

Flyposting is an offence and is not allowed in connection with your booking, whether you know about it or not. There is a maximum penalty on conviction of £1000 per poster, with a further penalty of £100 per poster per day after conviction. The promoters of events publicised by flyposting are liable to prosecution. In addition the Picture House reserves the right to charge an extra £500 and cancel your booking.

10. PARKING

There is very limited parking at the Picture House for hirer's vehicles – see the Technical Information document for details of parking for vehicles containing equipment / set for load in etc. Alternative parking arrangements should be made for other vehicles. All fines or notices received are the sole responsibility of the hirer.

11. LOSS OR DAMAGE, INSURANCE AND INDEMNITY

The hirer must take good care of the Picture House and of everything in it. We do not accept responsibility for anything that you bring into the building or leave with our staff.

The Picture House carries third party insurance in respect for claims arising due to its own negligence. It does not carry third party insurance to cover other groups. You must accept liability for any loss, damage or injury to property or people that may occur as a result of your booking unless we have been negligent. We may ask you to provide evidence of such insurance.

You should make sure that your insurance indemnifies the HRTC against all loss or damage suffered by the HRTC arising from any failure on your part to comply with the above conditions.

We cannot be liable for any loss due to breakdown of machinery, failure of power supply, leakage of water, fire, government restriction, Act of God, strikes or lock-outs, the declaration of a period of mourning, or anything which may cause the Picture House to be temporarily closed or your event to be interrupted or cancelled.

12. ACCESS, SUPERVISION, HEALTH & SAFETY ETC.

During the booking, you are obliged to manage your event safely and in line with the Picture House's Health and Safety Policy. This includes but is not restricted to:

- i) The effective control and supervision of children, vulnerable people and other charges in your care.
- ii) Ensuring that the building's non-smoking policy is adhered to by all performers and public.
- iii) Adherence to the conditions of licences held by both the Picture House and your organisation in connection with your event. This includes a duty not to block, otherwise impede or render wholly or partly unusable any fire exit or escape route required by the Picture House's licence.
- iv) You will be responsible for additional staffing costs to ensure that your event can run smoothly and safely. The total number of staff required shall be at the sole discretion of the Picture House Manager who will advise you of your staffing needs depending on your event. A Duty Manager (or Technician during set up) is included in the hire price.
- v) It is the hirer's responsibility to ensure that any accident or dangerous occurrence is reported to the Duty Manager or the Picture House Manager as soon as practically possible.
- vi) Unsupervised access to the Picture House is not allowed. When a hirer is in the building a member of staff must be onsite. There may be an additional charge for this supervision if you wish to use the building outside of the hours of your booking.
- vii) You will be responsible for complying with the Health and Safety legislation in force at the time alongside the Health and Safety Policy of the Picture House. Any breach of this policy may result in the suspension or cancellation of your of your event. You will also be responsible for providing adequate Health and Safety documentation to support your event; this includes Method Statements and Risk Assessments. If you require advice about this aspect of your booking we will be happy to discuss your obligations with you.

13. OTHER RESTRICTIONS OF USE

- i) All bookings and events, and all content of any performances taking place must not contravene Hebden Bridge Picture House's commitment to equality and diversity and act in accordance with Human Rights principles.
- ii) You cannot put up any form of decoration or fix anything to any part of the building, inside or outside, without our permission. This includes flags, banners, posters, merchandise and advertising.
- iii) You must not bring dangerous, flammable, unseemly or offensive articles into the Picture House.
- iv) No portable electrical appliances are to be used without permission. All appliances used must conform to the Electricity at Work Regulations 1989.
- v) At all sales of goods / merchandise, the organiser's full name and permanent address must be prominently displayed inside the Picture House on a poster no less than 50x75cm and in all newspaper advertisements and handbills. In the case of a Limited Company, this will be the details listed at Companies House (registered name company number) and in the case of sole trader or partnership the proprietor(s)/partners name(s) and an address at which legal documents can be served.
N.B. Public will not be let into the building unless the above criteria are met.
- vi) Except for Guide Dogs, no animals are allowed into the building without permission.
- vii) If you use caterers, you must tell them to clean all equipment they have used, and leave the Picture House in a clean, tidy and hygienic state. If we have to do any extra cleaning, you will be sent a bill to cover the cost.
- vii) The Hebden Bridge Picture House reserves the right to impose reasonable conditions on advertising to preserve its corporate image and to reflect its policies and commitments

14. CANCELLATIONS

If you want to cancel your booking, please do so in writing. If this is received at least 28 days before the date on which the event would otherwise have taken place then we may refund part of the hire charge for the event. This refund will not exceed 50% of the total charge.

If a booking is cancelled by us because you have not complied with the Conditions of Hire, then you will still have to pay all the charges payable according to our letter confirming the booking.

We can terminate the booking at any time (without liability) for several reasons, including:-

- i) If the event is of a different nature from that given on the application form.
- ii) If any performance would be a breach of copyright, or if any performance or lecture is of an immoral or objectionable character.
- iii) If we do not think sufficient precautions have been taken to promote public safety and/or to prevent damage from any cause.
- iv) Breach of the terms and condition of the hire.

15. THE END OF THE BOOKING

At the end of the booking, you should leave the building clean and tidy. You will take away with you all personal effects and/or equipment brought into the building and any rubbish that is a result of your event. You may be charged for additional cleaning or rubbish disposal / removal.

16. COMMENTS AND COMPLAINTS

If you want to make a comment or complaint to the Council about any aspect of your hiring of the Picture House, please write in the first instance to the Picture House Manager at Hebden Bridge Picture House, New Road, Hebden Bridge, West Yorkshire HX7 8AD, email manager@hebdenbridgepicturehouse.co.uk or telephone on 01422 847287. A written response to your comment or complaint will be made within 21 days or receipt.