Terms and conditions

1. For the consideration set out in Part 1 of the Schedule ("the Consideration") the School shall licence and authorise the Hirer and its employees, agents, contractors and invitees ("Hirer Parties") to enter upon and use the premises and grounds described in Part 2 of the Schedule ("the Premises") and the facilities described in Part 3 of the Schedule ("Facilities") for the purpose of operating the Event for the period described in Part 5 of the Schedule ("the Specified Period") under the additional key terms described in Part 6 of the Schedule ("the Additional Terms") and in accordance with the Hirer Pack.

2. The Hire is personal to the Hirer and the Hirer shall not assign or sub-let the right to use any part of the Premises granted by a confirmed booking.

3. All Hirers or individuals in charge of a Hire must be aged 18 years or older

4. No lettings are permissible to any organisation with an unlawful or extremist background. If a Hirer is found to be or connected to an organisation with an unlawful or extremist background, the Hirer will be terminated with immediate effect and no refund given.

5. The booking shall not be deemed to have been confirmed until the School have received a signed copy of this contract ("Contract") along with the required Deposit as set out at Part 1 of the Schedule, and the School have confirmed the booking in writing. Without prejudice to any other provision in this Contract entitling the School to cancel without incurring any liability to the Hirer, the School reserve the right to cancel the booking in exceptional circumstances of public importance, for urgent reasons of safety and for events outside its control e.g. strike, lockout, industrial action, natural disaster, terrorist act or war (or threat of the same). In the event of such unavoidable cancellation, the School shall give the hirer as much notice as possible in the circumstances and return all monies paid for such cancelled Event without further compensation being due. The School shall not in such circumstances be under any liability to the Hirer for any loss or damage sustained arising out of such cancellation.

6. **CANCELLATION CHARGES:** In the event of cancellation by the Hirer the following charges shall apply.

   6.1. Where cancellation is (to include cancellation of a block booking):

   6.1.1. more than fifty-six (56) days prior to the Event (or in the case of a block booking, the first session) the Hirer will only forfeit its Deposit to the School;

   6.1.2. between fifty-six (56) and twenty-eight (28) days prior to the Event (or in the case of a block booking, the first session) the Hirer will pay to the School 50% of the

Abingdon School Enterprises Limited
Registered in England and Wales
Company No.04442429
Registered Office: Abingdon School, Park Road, Abingdon, OX14 1DE

Consideration due had the Event or first session (where a block booking) not been cancelled;

6.1.3. between twenty-eight (28) and fourteen (14) days prior to the Event (or in the case of a block booking, the first session) the Hirer will pay to the School 75% of the Consideration due had the Event or first session (where a block booking) not been cancelled;

6.1.4. less than fourteen (14) days prior to the Event (or in the case of a block booking, the first session) the Hirer will pay to the School the full balance of the remaining Consideration due had the Event (or session) not been cancelled.

6.2. Cancellation of one or more sessions of a block booking (but not the whole booking) requires written notice to be served on the School at least 14 days prior to the session being cancelled, to avoid the charges referenced at Clauses 6.1.1 to 6.1.4 above. Cancellation of all sessions of a block booking require written notice, and charges may be applicable, as set out in Clauses 6.1.1 to 6.1.4.

6.3. The Hirer acknowledges that the charges levied in this Clause 3 have been brought to the Hirer's attention and that such charges are a genuine pre-estimate of the School's loss.

6.4. Where, after the levying of the charges referenced at Clauses 6.1.1 to 6.2, a balance remains with the School for the Hirer's Event, the School shall repay such amount to the Hirer within 30 days of such balance having been calculated by the School.

7. The parties shall co-operate to ensure that the Premises and Facilities are available at the permitted times in a smooth and efficient manner.

8. The Hirer's staff and representatives will be entitled to occupy and use the Premises for the time specified in Part 5 of the Schedule for the purposes set out in Part 4 of the Schedule and no other purpose. The School reserves unto themselves, the School's Building Manager and all other officers, employees, and authorised agents and contractors of the School the right of entry at all times to every part of the building and the right to refuse admission to or remove from the building any person without stating any reason.

9. **LICENSES AND CONSENTS**: The Hirer shall obtain all licences and consents which may by law be required in connection with any entertainment which shall take place in the building during the period of Hire. The terms and conditions of all licences and consents issued in connection with the building or any part thereof or the use thereof or the sale of goods thereat or any entertainment thereat shall be observed and performed.

10. **PROHIBITED USE**: The Hirer shall not in using any part of the building, without the previous consent of the duty manager do any of the following:

10.1. bring in, place or erect any furniture, fitting, erections or structures;

10.2. place or fix any additional or decorative lighting or any decorations, shrubs, plants, or similar things;

10.3. exhibit any advertisement other than on the boards provided for the purpose;

10.4. affix or secure any nail, hook, tack, screw or other things in or upon any part of the building or Premises;

10.5. move any furniture, fittings or pianos which may be kept in the building;

10.6. bring onto the Premises any naked flame, candles, incense of any other vapours that are likely to set off smoke or fire detectors toxic or noxious substances or cause a danger to the public;

10.7. store, allow to accumulate, rubbish or unused materials in any part of the Premises;

10.8. bring any explosive, toxic, hazardous or highly flammable substances onto the Premises;

10.9. use at the Premises any stroboscopic lighting, smoke, vapour or water vapours, lasers, cylinders for the storage of air of other gases or liquids under pressure;

10.10. sell or give away food or drink at any production at the Premises which has not been provided by the School;

10.11. breach the terms of any consent or license.

11. **FOOD:** The School is a nut free zone due to members of the School Community suffering from severe allergies. Therefore, no nuts are allowed to be brought onto site, whether they are for consumption, sale or as part of a production.

12. **ALCOHOL**: The School holds a premises licence allowing the serving of alcohol. Selling of alcohol may only occur with the consent of the Theatre Management and requires bar staff to be given on-site training to comply with the School's licencing operating schedule ("Operating Schedule"). All alcohol served on the Premises (either sold or given away free of charge) must be purchased through the School and no alcohol may be brought on to site.

13. **EQUIPMENT**: Subject to the provisions of Clause 11 below, the Hirer may bring on to the premises all equipment necessary for the Event provided that it is safe and suitable for purpose,

and that while it is on the premises all such equipment shall be at the risk of the Hirer. The School shall not be liable for any damage to such equipment or for any injury, loss or damage arising from the Hirer's use of the equipment to any property or person lawfully using the premises. The Hirer shall be responsible for such equipment and indemnify the School subject to and in accordance with Clauses 12 and 13.

14. The School and its officers, employees, agents and contractors ("School Party") shall not in any circumstances be responsible to the Hirer or any Hirer Party or their invitees for damage to or the loss, theft or removal of any property brought or left by any person (including the Hirer) in or upon any part of the Premises (including without limitation any cloakroom) either before, during or after the period of Hire.

15. **REINSTATEMENT COSTS**: The Hirer shall repay to the School on demand the cost of reinstating or replacing any parts of the building including any of the furniture and fittings therein contained which shall be damaged, destroyed, stolen or removed during or as a result of the Hire.

16. **HIRER INDEMNITY:** The Hirer shall indemnify the School and any School Party against any claim, loss, cost, expense or demand (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the School or School Party arising out of or in connection with any act or omission of the Hirer or Hirer Party or such Hirer or Hirer Party being present on the Premises or the Hirer or a Hirer Party (or any of their invitees) committing any breach of this Contract, to include, without limitation:

    16.1. not vacating the Premises at the agreed time;

    16.2. not leaving the Premises in the Vacated Condition (as described at Clause 13.6);

    16.3. not complying with the School's direct instructions and the Hirer Pack;

    16.4. utilising the Premises for a use other than that agreed with the School; and/or

    16.5. bringing onto the Premises and utilising the Hirer's or Hirer Party's own equipment (whether consent of the School has been obtained or not).

    16.6. The Vacated Condition shall be in a condition which is:

        16.6.1. free from occupation by the Hirer, a Hirer Party or invitee of the Hirer or Hirer Party or any of their equipment or possessions;

        16.6.2. clean and free from any litter or debris;

16.6.3. in no worse condition than that which it was in immediately prior to the commencement of the Event; and

16.6.4. in accordance with any additional instruction/direction of the School.

17. **ADDITIONAL TERMS:** The Hirer acknowledges that the Additional Terms are intended for the safety of all persons using the Premises and Facilities, that it has read these Additional Terms and Hirer Pack and shall ensure that it and any Hirer Party or any other attendee of the Event, in so far as relevant, is aware of these provisions and requirements. The Hirer fully understands the provisions and has satisfied itself on its ability to comply with such provisions.

18. The Hirer shall ensure that the number of persons attending a function shall not exceed the limit as stated in Part 2 of the Schedule.

19. The School reserves the right to makes charges in respect of gas, oil and electricity, general rates and water rates if the Hirer's use is deemed to be excessive or inappropriate for the booking.

20. **BOX OFFICE (internal):** The School operates an online box office (www.ameytheatre.co.uk) which the Hirer may choose to use as a facility to sell tickets and advertise events for a fee (which is listed in the Schedule). In these instances, the School is acting as a ticket agent. For full details of ticketing Ts&Cs please visit here. The use of the box office is under the following conditions:

20.1. The Hirer accepts all responsibility for any VAT payments on the ticket income received.

20.2. Any customer data collected via the sale of tickets is controlled and owned by the School. This data can not be shared with the Hirer unless expressed permission is sought from the customers.

20.3. In the event that an event is cancelled by the Hirer, a charge will be issued to cover the administration and bank fees incurred with processing refund.

20.4. Up to 6 tickets will be available for the School to offer to parties free of charge.

20.5. Box Office payouts will be paid within 4 weeks of the final performance date. This is dependent on all hire fees and any additional charges being paid.

21. **BOX OFFICE (external):** The Hirer may choose to run their own Box Office. If this is the case the Hirer:

21.1. Must pass on relevant web pages or contact information for anyone enquiring about tickets.

21.2. Must make available 6 tickets, free of the charge, for the School to use if requested up to 48 hours before a performance.

21.3. Provide the School with a Box Office report at the end of the production run to allow the accurate submission of our PRS & PPL returns.

22. **PARKING:** Very limited parking is available within the School grounds. Parking space is by no means guaranteed and attendees should be encouraged to find alternative parking. Park Road and Park Crescent are private roads and parking attendants operate 24 hours to enforce this. The Hirer should ensure that appropriate information is given to patrons about the parking arrangements.

23. **BREACH**: If the Hirer shall fail to observe or perform in any respect the provisions of these conditions the School may without notice determine the Hirer's rights. Such determination shall not release the Hirer from its obligations under these conditions or affect any right or remedy which the School may have and the School shall be entitled to retain for its own use and benefit any monies paid by the Hirer by way of Deposit or otherwise. The School may also as a result of any breach of these conditions refuse or cancel any future booking to the Hirer and retain any monies paid.

24. **SET-OFF**: The School is entitled to deduct or set off any monies owed by the Hirer to the School against any monies owed by the School to the Hirer.

25. **NOTICES**: Any notice required to be served under these conditions shall be deemed sufficiently served if addressed to the Hirer at the address given in the form of application or to the School if addressed to the Director of Finance and Operations, Abingdon School, and sent by ordinary letter post, or delivered by hand.

26. **NO WAIVER**: No failure or delay by the School to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

27. **GOVERNING LAW & JURISDICTION**: This Contract and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of England and the exclusive jurisdiction of the courts of England and Wales.

Additional terms and conditions

The following details conditions which must be followed when operating within and on the Premises. The School has responsibilities under the Health and Safety at Work Act 1974 and other legislation for the well-being of its staff, the public and visitors to its premises. It also has to meet the requirements of the local Licensing Authority. For these reasons the School has issued these conditions, which in many cases reflect the Statutory regulations or licensing terms.

In addition the Hirer agrees to abide by the terms and conditions of usage of the areas hired. Up-to-date copies of these terms are provided to the Hirer as part of the Hire Pack. The Hirer should ensure that all relevant people, including sub contractors and helpers, are fully aware of these rules.

A. Accidents

All accidents must be recorded on the School's Accident Form, available from the School's Duty Manager. Failure to do so is a breach of Health and Safety legislation.

B. First Aid

Hirers are recommended to have their own designated first aider. This person should be made known to the School's Duty Manager, and all company members. The Hirer has fully acquainted itself with the requirements of the emergency and evacuation policy provided as part of the Hirer Pack and fully alerted any Hirer Party and attendee of the Event (where appropriate).

C. Behaviour

The Hirer is required to ensure that all those on the Premises behave in an orderly manner so as not to harm the School's business, reputation or compromise the School's professional staff and in particular that they observe any reasonable direction from a member of the School's staff. All Facilities should only be used in accordance with their designated use and in accordance with any instructions provided to the Hirer or Hirer Party.

D. Smoking

Abingdon School is a no smoking premises - this includes outdoor spaces.

E. Contra Form

At the end of the Hire the Hirer may be asked to sign a contra form detailing recharges for consumables and extra hours.

F. Stewards/Front of House Attendants

The Hirer is required to provide sufficient numbers of attendants for the Event as appropriate. As a minimum, there shall be at least two attendants present when the public are on the premises. There

shall be at least one attendant per floor where up to 250 people are present. An additional attendant is required for each additional 250 people, or part thereof; on upper levels extra staff are required for each additional 100 patrons or part thereof. Attendants shall be briefed before the event as to their duties in the event of fire, panic or evacuation. These duties shall aim for the avoidance of panic, and not the extinction of any fire. Additional numbers may be required, dependant on venue, and audience profile.

G. Safeguarding

The Hirer is responsible for the Safeguarding of children and any vulnerable adults in their care during the Hire Period. If a commercial organisation, charity or a club dealing with children or vulnerable adults, the Hirer shall ensure that its safeguarding policy and procedures and complaints policy are provided to ASE on request. If the Hirer is Ofsted (or other relevant body) registered, the Hirer shall provide to ASE the latest copy of any inspection report. The Hirer is also expected to abide by ASE and the School's safeguarding policies and Keeping Children Safe in Education whilst on the Premises, copies of which are available on ASE's and the School's website. Whenever on the premises children must have an adequate provision of chaperones to keep order at all times, take charge of the children at all times (to include, without limit, in an emergency) and ensure their welfare at all times. Children under 16 must be supervised at all times. There must be at least one chaperone with every ten (10) children. Failure to comply may result in the hire being cancelled.

ASE expects the Hirer to undertake the appropriate level of DBS check on their employees or helpers and also to provide details of the DBS status of all adults engaged by the Hirer that have contact with children or vulnerable adults to ASE on request.

ASE has a safeguarding officer who can and should be informed immediately of any concerns on the Premises. ASE's safeguarding policy and contact details for the safeguarding officer are available via ASE's website or by contacting reception.

H. Licensing of Children

The licensing of children as defined in The Children (Performances) Amendment Regulations 2000 is the sole responsibility of the Hirer.

I. Equipment

The School reserves the right to remove, without incurring any liability to the Hirer, from the premises any equipment deemed to be unsafe by its staff. This includes, but is not restricted to, electrical equipment.

J. Noise

Any events happening outdoors, or after 2230 hrs require a noise impact assessment to be completed. This assessment may conclude that noise levels must be restricted. Any level restrictions imposed by this assessment must be adhered to.

K. Licensable Activities

The Operating Schedule concerning licensable activities must be followed at all times.

L. Glasses

Drinks are not to be sold in individual bottles, or cans. This excludes soft drinks cans. Glasses may not be taken into any closely seated performance space, or outdoors.

Drinks may be transferred into plastic glasses if they are to be taken outdoors.

M. Weights and measures

Glasses must be marked with the crown symbol and comply with the Weights and Measures Act 1985. Unmarked glasses require alcohol to be decanted from a compliant capacity measure.

N. Bar closure

Public bars are to be closed and cleared away before the end of any performance. This is to ensure patrons leave the premises swiftly.

Important Notes

O. Insurance

When the Premises are let, or hired, to outside individuals or organisations, then the School's legal liability as owners and operators of the property is fully protected by its Public Liability cover.

However any individuals or bodies, including limited companies, who hire the premises must ensure that they have arranged their own adequate Public Liability cover. This should be wide enough to not only protect their own liability to the people they invite on to the premises, but also to protect them against legal action either by the School or its property insurers, in respect of any damage done to the buildings and /or contents by the Hirer, Hirer Party or anyone any of them cause to be on the premises. This extension to a Public Liability policy is at the time of print known as 'Damage to Leased and Rented Premises'. The School will automatically have this or equivalent cover under the terms of its policy for any premises that it may hire. Any Hirer must ensure that it has similar protection.

P. Risk Assessment

Individuals or organisations hiring school premises are advised that a risk assessment, including fire, to cover all activities must be carried out prior to the period of Hire.

Q. Fire

Please ensure that you have liaised with the School and are conversant with the fire procedures and regulations that are in place, and to agree, if necessary, alternative procedures.

The School's External Lettings Manager requires a copy of the Hirer's public liability insurance and risk assessments prior to the commencement of the let, and if it is felt that such provision is inadequate the School reserves the right to refuse the let to commence.

R. Marketing

No advertisement of the Event, or association with the School, shall be announced, produced or shared in any way whatsoever until a confirmed booking has been made and the exact contents of such advertisement (in whatever form) has been expressly approved in writing by the School. Any posters, leaflets, tickets or other marketing material requiring the image or logo of the School is only allowed once express, written permission has been given by the School prior to such image or logo being utilised, and once utilised, approved by the School prior to public circulation or distribution. The Hirer shall not publish, display or affix any advert or marketing literature featuring the School's name or logo in any public place unless it has been approved by the School in accordance with this provision and in any event only in accordance with the terms of the School's approval and only in areas designated for that purpose.