

THEATRE ROYAL WORKINGTON

THIS AGREEMENT is made on the date stated below between the **WORKINGTON PLAYGOERS CLUB** (“the **CLUB**”) which is a registered charity and _____
 (“the **HIRER**”) whereby in consideration of the **HIRER** paying the **Hiring Fee** specified below the **CLUB** agrees to permit the **HIRER** to use the **Theatre Royal** (“the **THEATRE**”) at **Washington Street Workington Cumbria CA14 3AW** on the Date(s) and Times and for the Purpose(s) specified below subject to the attached **Standard Conditions of Hire**.

The **HIRER**

(If **HIRER** signs on behalf of a company or organisation, state its name.)

Address _____

E-mail _____ Telephone _____

Date(s) _____ Time (s) _____

Cost of Hire Auditorium & Foyer £18 per hour or £81 per session. Sessions are 8am to 1pm, 1pm to 6pm, 6pm to 11pm. Blue room £9 per hour. Green room £7 per hour. Lighting / Sound £50

Date of Hire _____ Length of Hire _____

Area Hired Auditorium _____ Lighting _____ Blue Room _____ Green Room _____

Total Hiring Fee _____

Purpose(s) of the hire _____

Any special requirements

HIRER requires facilities for the sale of alcohol/coffee bar: YES / NO (delete as appropriate)

_____(authorised signatory on behalf of the **HIRER**)

_____(authorised signatory on behalf of the **CLUB**)

Date _____ Contact Pat Brinicombe tel. 01900 812 318
email info@theatre-royal-workington.co.uk



Theatre Royal Washington Street Workington Cumbria CA14 3AW
Tel.01900 603161 or 01900 812318
VAT NO. 211 5999 04

Workington Playgoers Club
Standard Conditions of Hire

For the purposes of these conditions, the term HIRER shall mean an individual HIRER or, where the HIRER is an organisation, its authorised representative who has signed above

1 Supervision

- i) THE HIRER must co-operate with and comply with all instructions and directions issued by any persons acting with the authority of the Club's governing body ("the Club Council"), and will, during the period of the hiring, be responsible for the behaviour of all persons using the Theatre whatever their capacity; including proper supervision of car parking arrangements so as to avoid obstruction of the highway.
- ii) THE HIRER acknowledges that she/he has received instruction in the following matters:
- The action to be taken in event of fire. This includes calling the fire brigade and evacuating the Theatre;
 - The location and use of fire equipment;
 - Escape routes and the need to keep them clear;
 - Method of operation of escape door fastenings;
 - Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire

2 Use of the Theatre

THE HIRER shall not use the Theatre for any purpose other than that described in this hiring agreement and shall not sub-hire or use the Theatre or allow the Theatre to be used for any unlawful purpose or in any unlawful way nor do anything or bring into the Theatre anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission of the Club Council.

3 Licences

THE HIRER shall be responsible for obtaining such licences as may be needed whether from the Performing Right Society, from Phonographic Performance Ltd or otherwise and for the observance of the same.

4 Gaming, Betting and Lotteries

THE HIRER shall ensure that nothing is done on or in relation to the Theatre in contravention of the law relating to gaming, betting and lotteries.

5 Capacity

The number of people in the Theatre shall not exceed for seating the number permitted under the Premises Licence granted in respect of the Theatre, being 149.

6 Means of Escape

All means of exit from the Theatre must be kept free from obstruction and immediately available for instant free public exit.

7 Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Theatre Manager or member of staff and reported to The Theatre Management Group.

8 Dangerous Performances

Performances involving danger to the public shall not be given.

9 Explosives and Flammable Substances

Highly flammable substances shall not be brought into, or used in any portion of the Theatre. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Club Council.



10 Heating

No unauthorised heating appliances shall be used on the Theatre when open to the public without the consent of the Club Council. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

11 Public Safety Compliance

THE HIRER shall comply with all conditions and regulations made in respect of the Theatre by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

12 Health and Hygiene

THE HIRER shall not, without the written consent of the Club, serve or sell food.

13 Electrical Appliance Safety

THE HIRER shall ensure that any electrical appliances brought by him to the Theatre and used there shall be safe, in good working order, PAT tested and used in a safe manner.

14 Indemnity

THE HIRER shall indemnify the Club Council for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.

THE HIRER shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Theatre. (The Club is insured against any claims arising out of its own negligence.)

15 Accidents and Dangerous Occurrences

THE HIRER must report all accidents involving injury to the public to the Theatre Manager or member of staff as soon as possible and the incident entered into the accident book. Any failure of equipment either that belonging to the Theatre or brought in by the HIRER must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

16 Animals

THE HIRER shall ensure that no animals (including birds) except guide dogs are brought into the Theatre.

17 Compliance with the Children Act

THE HIRER shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act of 1989 and that only fit and proper persons have access to the children. Hirers need to be aware of The Children (Performances and Activities) (England) Regulations 2004

18 Safeguarding Children and Young People

Safeguarding Children and Young People are of the utmost importance. It is the hirer's responsibility to manage their behaviour, health and safety. So as not to harm themselves or others. However safeguarding and health and safety is everyone's responsibility and it may be necessary for staff and volunteers to intervene appropriately if they observe behaviour that compromises Children and Young People and others safety or well being. If this occurs then staff and volunteers need to make the hirers aware immediately.

The Welfare of the child is Paramount – Children's Act 1989

19 Fly Posting

THE HIRER shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Theatre, and shall indemnify the Club and its membership accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.



20 Cancellation

IF THE HIRER wishes to cancel the booking before the date of the event and the Theatre Management Group is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Club Council.

The Theatre Management Group reserves the right to cancel this hiring in the event of the Theatre being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election, in which case the HIRER shall be entitled to a refund of any deposit already paid.

21 Refusal of Booking

The Theatre Management Group reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to the HIRER. THE HIRER shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the HIRER to the Club Council but the Club Council shall not be liable to make any further payment to the HIRER.

22 Unfit for Use

In the event of the Theatre or any part thereof being rendered unfit for the use for which it has been hired, the Club Council shall not be liable to the HIRER for any resulting loss or damage whatsoever.

23 End of Hire

THE HIRER shall be responsible for leaving the Theatre and surrounding areas in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Club Council shall be at liberty to make an additional charge of £30 per hire.

24 Noise

THE HIRER shall ensure that the minimum of noise is made on arrival and departure.

25 Sale of Goods

THE HIRER shall not sell goods on the Theatre premises without the written consent of the Club Council. Where such consent is given, the HIRER shall comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the HIRER shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.