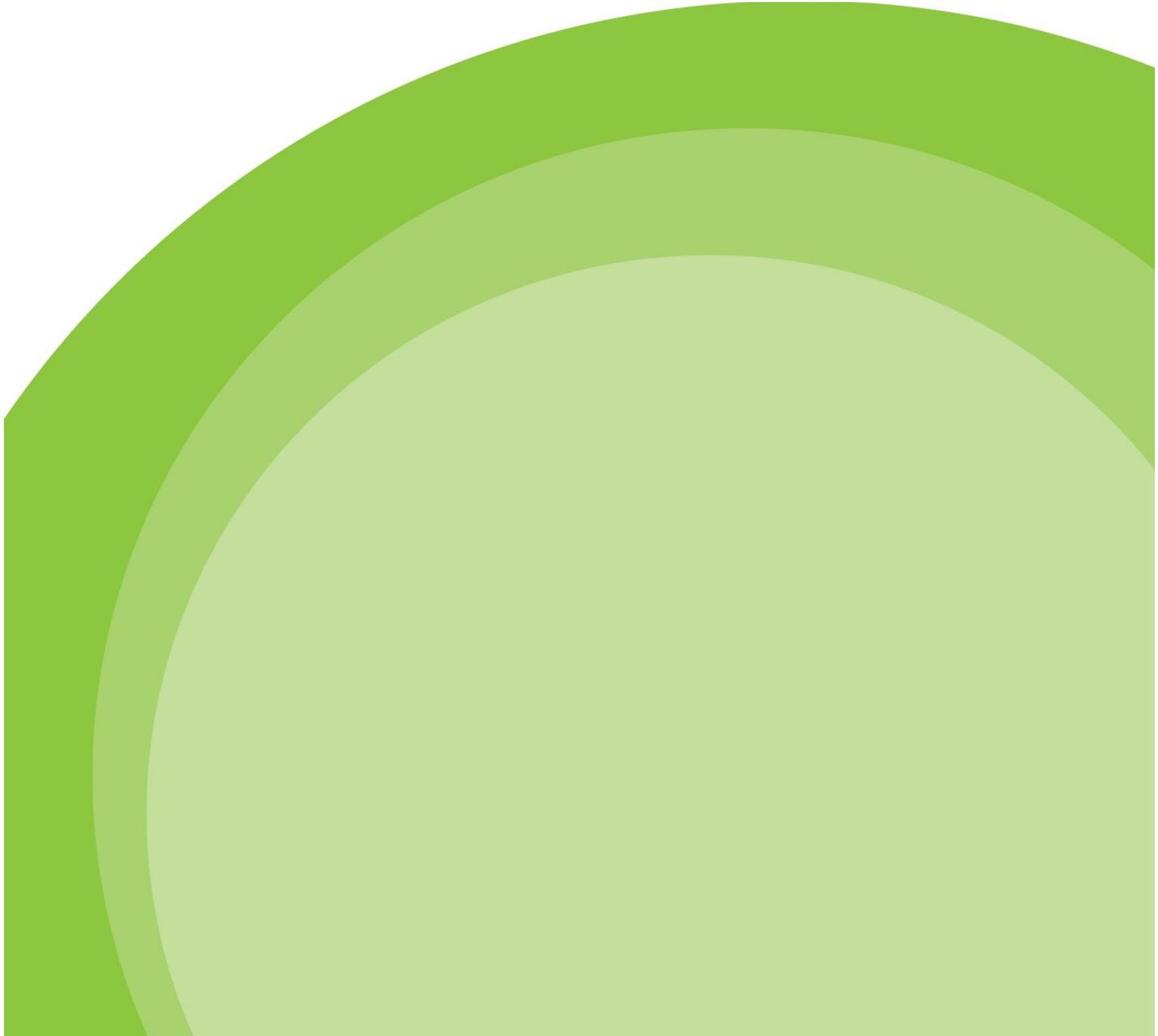


# Conditions of Hire for Leighton Buzzard Library Theatre

December 2016



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December 2016

## Definition of Terms Used

In these conditions of hire:

- The words “we” “us” and “our” refer to Central Bedfordshire Council and its staff or agents;
- The word “you” refers to any person, or organisation hiring premises owned or managed by Central Bedfordshire Council
- The words “Theatre” or “Venue” means Leighton Buzzard Library Theatre.
- The word “Centre” means the Leighton Buzzard Centre building and grounds
- The words “Manager” or “Management” means the Leighton Buzzard Centre Manager and any person acting under their authority.
- The word “Application” means your application for the hire of the facilities.
- The words “Booking Confirmation” mean the details of the facilities to be supplied that we have agreed following acceptance of your Application.
- The word “Facilities” means those parts of the Leighton Buzzard Centre that are the subject of the application.
- The word “Event” means the performance, conference, exhibition or other event(s) that are the subject of the application.

## Hire of Facilities

### Applications for Use

1. If you wish to apply to use the Theatre, you must complete and sign our official application form which is available from the Venue
2. When we receive your signed application form, we will write to you to confirm your application and ask for a deposit of 10% of the hire charge. The booking will be confirmed when the deposit is paid.
3. Until we have confirmed the booking you may not make any advertisements or public announcements of events to take place at the Theatre.
4. The person who signs the application form will be considered as the hirer of the venue. Where a promoting organisation is named, that organisation will also be considered as the hirer and shall jointly and severally be liable with the person who signs the form.

5. We reserve the right to refuse any application or to cancel any letting or to alter the hours, venue, date or conditions of any hire at any time.
6. You must state on the application form the purpose for which you intend to use the Theatre. If we find that you have misrepresented the purpose of your booking on the application form, we will cancel the booking immediately and we will retain the hire fee.

## **Cancellations**

7. We reserve the right to cancel any booking at any time. We will do our best to give you notice if we have to cancel the booking, but this may not always be possible. If we cancel your booking we will refund any hire charges you have paid but we will not be liable to pay you any compensation for the cancellation.

If you cancel the booking we reserve the right to charge a minimum booking fee. If you cancel any booking you must confirm the cancellation in writing.

<b>Notice of Cancellation</b>	<b>Cancellation Fee</b>
More than 6 months	Deposit only
3-6 months	25% of booking fee
2-3 months	50% of booking fee
1-2 months	75% of booking fee
Less than 1 month	100% of booking fee
If, at the time of cancellation, details of your event have been published in the Theatre's Events brochure.	As above, plus the cost of the entry in the theatre brochure and the cost of producing and distributing cancellation notices and brochure amendments.

8. You are allowed to use the Venue only for the purpose stated in your application and in the booking confirmation, for the period and hours specified. This includes get-ins, get-outs and rehearsals for the relevant event.
9. You are not entitled to use or enter the Venue or use the facilities at any time other than the specific hours stated in the booking confirmation. If you enter or use the venue outside these hours or if your event overruns the time stipulated in the booking confirmation an additional hire charge will be made for the extra time used.
10. If you wish to make changes to your requirements after we have issued the booking confirmation, you must request them in writing. We will confirm the changes by issuing a revised booking confirmation.
11. You may not sublet any hire period, in full or in part or any part of the premises booked.
12. We reserve the right to refuse admission to the Venue to any particular person or persons in the interests of security and/or good management of the Theatre.

## Hire Charges

13. You must pay a non-refundable deposit of **10%** of the charges ruling at the date of the application when we confirm your booking.
14. We may revise the scale of charges and booking conditions from time to time. If we revise the charges or conditions after you have made a booking, you will have to pay the revised charges and observe the revised conditions. Charges are reviewed annually, usually in January.
15. If your event is private and no ticket sales are involved you must pay the balance of the hire charges prior to the event, on receipt of our invoice. The total amount due will take into account any change of fees that has taken place since the booking was made.
16. If your event includes public performances the hire charges will be deducted from income from ticket sales made via the Theatre box office and online booking system. We will provide a reconciliation of monies within 5 working days of the final performance. This will include a full breakdown of charges and ticket income and will take into account any change of fees that has taken place since the booking was made.
  - Where ticket income exceeds the hire fee due, we will issue an official order for the amount agreed on the reconciliation statement and will pay this on receipt of an invoice quoting our official order number. Payment will be made by BACS transfer to your bank account in accordance with the Council's standard payment terms.
  - In the event that the hire fee exceeds ticket income, we will send an invoice to you for the amount agreed on the reconciliation statement, payable within 14 days.

## Standard services

17. Hire of the Theatre auditorium includes the following services.

### *For public performances*

- Use of the Theatre Lounge and provision of a bar before the performance starts and during intervals.
- Use of the theatre meeting room as a green room if required (additional fee may apply).
- Provision of box office facilities on a fee per ticket sold basis.
- Provision of front of house staff and auditorium stewards
- Use of sound and stage lighting under supervision of the Theatre's technical staff
- Standard heating, cleaning and lighting services
- Inclusion of the relevant event in the theatre brochure (additional fee may apply)

### *For private events (including rehearsals)*

- Use of the theatre foyer and auditorium only. If the theatre meeting room is required it must be booked separately. If the theatre lounge is required it must be booked separately unless provision of a bar has been requested.
- Use of sound and stage lighting (if required) under supervision of the Theatre's technical staff.
- Standard heating, cleaning and lighting services.

## **Ancillary Services**

- 18.** If you require additional services you must be request them on your application form. If the service can be made available, we will provide an indicative cost in accordance with the Theatre's pricing schedule and note the services required in the booking confirmation.
- 19.** Any request for additional services made after we have sent you a booking confirmation must be made to us as far as possible in advance of your booking in order to allow sufficient time for appropriate arrangements to be made. It may not be possible to satisfy requests made within a few days of your event.
- 20.** If we are not able to include the cost of ancillary services in your reconciliation statement we will send you a separate invoice payable within 14 days.
- 21.** Additional services might include:
  - Provision of a theatre technician
  - Provision of additional security services
  - Provision of refreshments
  - Provision of additional equipment or services, for example piano tuning
  - Provision of additional cleaning services

## **Hirer's Obligations**

You agree that:

- 22.** You will be present in person throughout the period of hire or will nominate another person to be present on your behalf. You must inform us in writing of the names of your nominee(s) at least one week prior to the hire.
- 23.** You will be responsible for liaising with our duty manager during the hire.
- 24.** You will conduct your event in a safe and responsible manner, in accordance with all relevant national legislation, with local authority byelaws, regulations, licensing and other requirements.
- 25.** You will comply with all procedures and requirements listed in our current *Appendix to the Conditions of Hire* for Leighton Buzzard Library Theatre.
- 26.** You will follow all Health and Safety requirements and procedures and risk assessments in place at the venue and comply with any additional safety requirements requested by the Fire Service or the Police.

27. You will not exceed the agreed capacity for the number of audience members and participants in your event or activity, and we will let you know this information when you book.
28. You will conform to all reasonable instructions given by the Management with regard to the use of the facilities and the organisation of your event including any requirement for extra security.
29. You will obtain all necessary licences and permissions for your event or activity.
30. You will take out insurance(s) to cover damages and liabilities arising from actions of you or your representatives.
31. You will not arrange for the delivery of any goods to the Centre without our prior written consent.
32. You will not use the Centre as an address for correspondence
33. You will vacate the building immediately at the end of your hire period and ensure that all property of persons attending the event is removed.
34. If your booking covers more than one day you may store equipment and other property in specified locations on the premises at our discretion. If equipment or property are left in other areas you agree to pay an additional hire charge for use of these areas.
35. You will leave the premises in a clean and orderly state to the satisfaction of the Manager. Should the nature of a Hire result in a requirement for increased cleaning services you will pay for these services.
36. You will return the facilities used in the condition found and agree to pay the cost of making good any damage or replacing any missing equipment.

Prior to the holding of your event you will be asked by the Management to agree and sign a Condition Report with respect to the condition of the facilities and equipment.

### **Compliance**

37. If we reasonably consider that there is a breach or anticipated breach of any of these Conditions of Hire, we reserve the right to cancel your booking or halt any further performance of your event until such time as the breach is remedied to our complete satisfaction. You will not be entitled to any compensation or refund in the event of such action being taken.

### **Force Majeure**

38. If your booking or event cannot be held because of our inability to make the facilities available due to any cause beyond our control (including fire, explosion or other damage or any act or event of force majeure) or because of any industrial action or

dispute, we will make a full refund to you of all monies paid to us but shall not be liable for any losses suffered by you as a result of the cancellation of the event.

You are advised to make your own insurance arrangements to cover this eventuality.

**Declaration**

**I agree to the above Terms and Conditions relating to the Hire of Leighton Buzzard Library Theatre:**

<b>Declaration</b>	
<b>Signed:</b>	
<b>Printed Name:</b>	
<b>Position:</b>	
<b>Authorised to sign on behalf of:</b>	
<b>Date:</b>	



# Central Bedfordshire

**A great place to live and work**

## **Contact us...**

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by email: [hire.lbt@centralbedfordshire.gov.uk](mailto:hire.lbt@centralbedfordshire.gov.uk)

on the web: [www.centralbedfordshire.gov.uk](http://www.centralbedfordshire.gov.uk)

Write to Leighton Buzzard Centre, Lake Street, Leighton Buzzard  
LU7 1RX