

# **SHEFFIELD LIBRARY THEATRE**

## **CONDITIONS OF LETTING**

### **General Terms of Agreement**

All Hirers of the Theatre **MUST** read this document before completing a booking Hire Form to ensure they are aware of the conditions that apply to the usage of Theatre facilities.

Conditions of Letting to be observed by the persons to whom the Accommodation shall be hired

#### **1. Interpretation**

In these conditions the Council means Sheffield City Council. Function means the purpose for which the Accommodation is hired. Accommodation means the whole or part of the Theatre hired. The Hirer means the person by whom the Accommodation is hired. Lettable means left in a sufficiently clean, orderly and tidy condition after each hire such that it is suitable to be re-let to a subsequent Hirer.

#### **2. Bookings**

All applications must be submitted to the Library & Information Officer (Library Theatre) in writing on the appropriate Booking Form. A Hire Form, which serves as a quote, will then be issued.

The booking and agreement to these Conditions is confirmed when the Hire Form is returned signed and a deposit paid.

The booking and agreement to these Conditions is confirmed when the Hire Form is returned signed and with a deposit.

The Hirer, who must be at least 16 years old, is the person responsible for the hiring charges and for ensuring that these Conditions are duly observed. All publicity material relating to the booking must be sent to and approved, in writing, by the Head of Libraries, Archives and Information Services or any member of staff acting on his/her behalf before it is distributed.

<b>3. Signature</b>
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The Hirer must sign the form of the Agreement provided by The Council.

#### **4. Sub-letting**

The Hirer is prohibited from assigning an agreement or parting with the benefit of the hiring or from sub-letting or parting with possession of the Theatre or any part thereof or permit any person or body to use the Accommodation or any part thereof.

## **5 Restriction of Use**

**a) The City Council is not prepared to let land or buildings where it is satisfied that the safety of buildings and the public cannot be ensured; that the use will or may foment racial hatred or discrimination; or that the use is by an anti-democratic or neo-fascist group or supporters of terrorism in general.**

**b) The Accommodation hired shall not be used for any purpose other than that for which it is specifically booked. It may, therefore, not be used for a purpose ancillary to the main purpose for which it is hired, unless that ancillary purpose shall have been applied for and agreed by the Council in writing.**

## **6. Adherence to agreed times**

The Hirer must adhere to the times of letting specified in the agreement, including periods agreed for getting in and out. Exceeding the agreed times will incur additional costs at the standard hourly rates. Please see **Appendix 1: Scale of Charges**.

## **7. Cleanliness**

After each performance the Hirer is responsible for leaving the Theatre in a lettable condition. All litter must be placed in the bins provided. Any unwanted items too large to be placed in bins must be removed from the premises (at the Hirer's own expense).

Should the Theatre be left in an unfit state for letting the Council shall reclaim the cost of cleaning from the Hirer. In addition The Council shall not be liable to the Hirer for any lost income sustained due to any closure of the Theatre to allow such cleaning to take place.

## **8. Loss, damage and breakages**

Any loss or damage of Theatre equipment and properties that occurs during the period of letting will be charged to the Hirer at the full replacement cost. In the case of damage to Theatre equipment the Hirer will be responsible for either the full replacement cost, if no repair is possible, or the full cost of repair.

The Hirer will also be liable for any costs incurred by the Council for the hire of replacement equipment necessary to the continued operation of the Theatre until such times as new equipment has been obtained or a full repair to damaged equipment has been made.

The Hirer will be responsible for the full cost of repair and making good for any damage to Theatre premises howsoever caused, excluding normal, fair reasonable wear and tear, and damage caused by any risk covered by the Council's insurance and damage incurred by the Council's Theatre staff (or other officers of the Council).

## **9. Licences and music and royalties**

Music played in the theatre in any form is the responsibility of the Hirer and if any copyright permission is required it is the responsibility of the Hirer to inform the Performing Rights Society Limited (PRS). Music must not interfere with the use of the Reference Libraries above the Theatre, which are open until 5.30pm each Monday, Tuesday, Thursday and Friday, 8.00pm each Wednesday and 4.00pm each Saturday.

Sound checks should not commence prior to 4.00pm without the prior written agreement of the Council

Recorded music played before and after performances and during intervals does not require a separate licence application (provided it is 'incidental music' namely that is not integral to the performance but being played in the background).

If the Hirer uses any gramophone records, tapes, cassettes, or a like method of reproduction at the Function the Hirer is responsible for any Performing Rights or copyright matters regarding any such music played and for the payment of any fees which may thereby become due to the Performing Rights Society Limited or the Phonographic Performance Limited (PPL) or any other person and as such the Hirer is responsible for ensuring that the necessary returns are made to as required by the PRS or PPL.

The Council is in no way liable for any infringement of copyright howsoever arising and the Hirer is required to indemnify the Council without limitation against all liabilities, actions, costs, claims and demands in respect of any copyright infringement.

The Hirer must make arrangements for the settlement by him/her of any payments or of any royalties chargeable by any other party relating to the function.

## **10. Lotteries, Raffles and Gaming**

The Hirer shall not in any circumstances:

- a) hold or permit to be held in any part of the Accommodation any lottery, unless the lottery falls within the exceptions contained in Sections 3 to 5 of the Lotteries and Amusement Act 1976 or any subsequent amendments to this Act and provided that the relevant conditions and requirements of the appropriate sections are observed
- b) use or permit the Accommodation or any part thereof to be used for the purpose of gaming, unless appropriate registration under the Gaming Act 1968 in force and consent of the Council for such gaming has been previously obtained.

## **11. Consumption of Alcohol on the premises**

The Accommodation has a fully licensed bar for the sale of alcohol

The consumption of intoxicating liquor shall be strictly restricted to the Accommodation; the Hirer shall only be permitted to bring intoxicating liquor into the Accommodation with the prior agreement of the Head of Libraries, Archives and Information Services or any member of staff acting on his/her behalf and no intoxicating liquor is to be brought in for sale by retail.

## **Charges**

### **12. General**

The lettings charge includes lighting, ventilation, use of the Green Room and the public cloakroom, lavatories and dressing rooms but in no case does it include the cost of stewards or the police.

### 13. Visits

First time Hirers are encouraged to visit the Theatre to familiarise themselves with the layout and take the opportunity to discuss any particular needs or concerns with staff. **There will be no charge for this visit.**

All Hirers are entitled to visit to complete their technical specification, undertake risk assessments etc. We cannot always guarantee Hirers access at a time of their choosing, particularly at short notice. We advise Hirers to prepare a checklist beforehand in order to cut down the time they need to spend in the Theatre as it is sometimes possible to arrange short visits between hire periods.

### 14. Charges

The Council reserves the right to increase charges at any time. Notice of any such increase will be given in writing. The charge payable shall be that ruling at the time of the Function, not at the time of making the booking. The Scale of Charges applicable at the time of the Function will be deemed to form part of these Conditions of Letting as appended at Appendix 1 to this Conditions of Letting. However, the deposit will be refunded and the hiring cancelled if the Hirer is not prepared to pay any increase resulting from the review of charges. Any cancellation at the Hirer's request must be notified to the Council within 14 days after notification of any price increase and any deposit paid will be refunded. Otherwise the Hirer will be bound by the new charges.

### 15. Special rates of hire

When the Theatre is let for a stage play the Hirer may then use the time from 10.30pm to 11.00pm without extra charge for the **dress rehearsal** and from 10.30pm to 11.30pm without extra charge for the **final performance**.

Hirers who book the Theatre during off-peak months (defined as January, February, August and September) will be entitled to a 25% reduction on the hire charge.

### 16. Deposit

A non returnable deposit amounting to 10% of the total letting charge must be paid on submission of the Hire Form.

All such deposits must be paid **at least 28 days** before the proposed date of hire to Sheffield City Council.

**No letting will be deemed to be confirmed until the deposit is paid**

### 17. Payment of balance

Sheffield City Council will invoice Hirers for the remaining balance after the hire period is finished. In the event of a hire overrunning the period booked the additional time will be charged at the standard hourly rates as appended at Appendix 1 to this Conditions of Letting.

The Hirer is required to pay the balance of the letting charge and any other monies due in full **within 30 days of the date of the invoice.**

Hirers booking the Theatre at short notice, **i.e. less than 28 days** before the proposed date of the letting period will be required to pay a deposit of 50% of the cost of the hire at the time the application is made.

#### **18. Cancellation of booking by the Hirer**

A Hirer must give **28 days notice** of the intention to cancel a booking for any reason. If such notice is not given the Hirer will be required to pay 50% of the balance of the letting charge for the full period in respect of the cancellation.

The said balance will not be payable if the Theatre is subsequently let to another Hirer or Hirers for the **full period** in respect of which the cancellation is made in which case the charge will be refunded.

In the case of the Theatre being let to another Hirer for **less than the full period** in respect of which the cancellation is made, the Hirer making the cancellation will be required **to pay a proportion of the balance of the letting charge**. Charges (in such circumstances) will be calculated on the amount of time remaining un-let at the end of original letting period.

### **Rights reserved by the Council**

#### **19. Refusal of letting**

The Council reserves the right to refuse any letting or to determine at a moments notice any letting already in effect should the Hirer fail to observe or perform any of the Conditions of Letting.

#### **20. Cancellation of letting by the Council**

a) In the event of the Accommodation being wanted for any public purpose on any day which it may have been granted or let (this includes the powers under the Representation of the People Act 1985), the Hirer, to whom it may have been granted or let, will be required to give it up on that day.

b) After premises have been let, the council still reserves the right of not less than two weeks' notice to you to cancel the letting if it disapproves of the hiring without giving any reason and without the payment of compensation of whatsoever nature. However, any deposit you have paid to the Council will be returned.

c) Further, after premises have been let, the Council also reserve the right to cancel that letting without notice (even after that letting has commenced) where either:

i) Any of these general conditions of letting have not been complied with.

ii) The Theatre shall be closed or is rendered unusable as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, interruption or failure of electricity or telephone service, epidemic, Royal demise, or is not available for the purpose of hiring through Council Policy either on a temporary or permanent basis in consequence of the withdrawal or suspension of any Licence or by reason of any alteration or other work required to be done by the Licensing or

other Authority or by reason or any combination of any labour dispute, strike or lock-out of any workman interfering with the efficient working of the Accommodation or from any cause whatsoever not within the control of or not occasioned by the default of the Council and in any of the said events, no claim shall be made against the Council in respect of the cancellation of the hiring. The same shall apply should the Council decide to close the Accommodation permanently.

iii) the Council reasonably believes there is a significant risk the letting will either prove to be of an objectionable nature or offend public decency or that it may cause violence, unrest, a nuisance or a breach of the peace or that it may involve or be the occasion for an unlawful (or immoral) act or purpose.

And in any of these circumstances the council will not be liable to pay any compensation of whatsoever nature but shall return all monies you have paid.

## **21. Right of entry**

The Council reserves the right of free and unimpeded entry at all times to the Accommodation to the Head of Libraries, Archives and Information Services or any member of staff as may be duly authorised by or acting on her/his behalf at any time and instructions must be given accordingly by the Hirer to all his/her employees.

## **22. Refusal of admission**

The Council reserves the right for the Head of Libraries, Archives and Information Services, any member of staff acting on her/his behalf at any time or Theatre Official to refuse admission to, remove or cause to be removed any person who poses a security risk or is, in their opinion disorderly, disruptive, making an unnecessary noise, causing any nuisance or annoyance to any persons, objectionable acting in a threatening, violent, abusive or generally anti-social manner.

## **23. Animals**

With the exception of support dogs, no live animals are to be brought into any part of the Theatre without the express prior consent of the Head of Libraries, Archives and Information Services or any member of staff acting on her/his behalf.

## **Safety**

### **24. Hirer's responsibility**

**At all times during the Function the Hirer shall be present (and shall identify himself/herself) at the Accommodation and be responsible for the maintenance of good order and decency in the use of the Accommodation.**

### **25. Seating**

The seating accommodation of the Theatre is 260. The Hirer is responsible for ensuring that the number of persons admitted does not exceed that number. No alteration, addition or variation shall be made by the Hirer to the seating.

We regret that for Health and Safety reasons we cannot accommodate wheelchairs.

## 26. Risk assessment

The Hirer shall be responsible for carrying out all required risk assessments with regard to their production or event and for ensuring Theatre staff are provided with a copy.

Before a performance starts the Theatre staff are responsible for checking the following:

- a) fire extinguishers
- b) emergency exits, signage and emergency lighting
- c) fire doors
- d) Fire Forms, obtained from the Hirer, are put on display

The Hirer is responsible for ensuring their designated Stewards carry out their duties as detailed below.

## 27. Fire doors

Under **NO** circumstances whatsoever must designated fire and smoke resistant doors be secured or wedged in the open position or obstructed. They must be free to self close at all times.

## 27. Fire or emergency procedure

The Hirer must provide at their own expense, an adequate number of suitable persons to act as stewards. There must be a minimum of 3 stewards present at any time the public are admitted to the Theatre. These stewards must be stationed at the three exit doors whenever the public are present.

**Ensuring such persons are in place at all the required times is the responsibility of the Hirer or the designated person in charge of the proceedings.** This person shall be an official of the organisation named on the lettings form, for example Secretary, Chairperson, Manager, House Manager.

That designated person shall be responsible for giving a copy of Form S.180 to each steward. Sufficient forms will be supplied to the Hirer in advance of the period of letting. All copies of Form S.181 will detail the stewards' names and the exit where they are stationed.

Should an emergency evacuation be needed these stewards will be responsible for making an announcement to that effect and for informing all present of the need to clear the Theatre as quickly and quietly as possible. They must also ensure this occurs without undue haste or panic.

Library Theatre Attendants who, in the case of an emergency evacuation, will be clearly and easily identified by the wearing of name or "Library Theatre Assistant" badges and fluorescent jackets shall be responsible for giving the alarm which shall be **the raising of the House lights and 3 short and 3 long blasts of a whistle and/or the sounding of the fire alarm.**

If a police presence is required the Hirer shall be responsible for making the necessary arrangements with the Chief Constable of South Yorkshire Police. Any expenses incurred will be paid by the Hirer and the Council will in no way be liable for such charges.

## **28. Additional Security**

If South Yorkshire Police deem the provision of extra security personnel (whether or not they are Security Industry Authority registered) necessary or advisable for any particular Function that is intended to take place in the Accommodation the Hirer will be responsible for the supply and cost of such additional personnel.

## **29. Accidents and indemnification**

The Hirer shall indemnify, and keep indemnified, the Council from and against all liability in respect of any injury, damage or loss howsoever arising, resulting from any breach of this Agreement or from claims by third parties due to a breach of this Agreement.

The Hirer shall indemnify, and keep indemnified, the Council from and against all liability in respect of any injury, damage or loss howsoever arising, caused by (the negligence of the Hirer, to persons in, or entering or leaving any of the premises comprised in the letting, during the period of hire. This includes entrances, stairways, passageways and all access thereto.

The Hirer shall indemnify, and keep indemnified, the Council from and against all liability in respect of any damage or loss howsoever arising, caused by the negligence of the hirer, to any property in any of the premises comprised in the letting, during the period of hire.

The Council does not accept any responsibility or liability whatsoever for any articles, goods or property brought into the Accommodation by the Hirer or any other person. Whilst all reasonable care will be taken of all personal property or belongings deposited in the cloakrooms, no responsibility whatsoever can be accepted by the Council for any loss or damage to such property or belongings. The Council does not accept any responsibility or liability whatsoever for damage to any persons apparel or property during the period they remain in the Accommodation, however caused unless due directly to the negligence of the Council, its employees or agents.

Proof of such indemnity up to a value of £5m must be provided to the Community Arts Assistant at the time of booking.

[Whilst the Head of Libraries, Archives & Information Services may, from time to time offer assistance and advice in relation to the distribution and printing of tickets and the publicising of the letting, such assistance and advice is offered without any warranty, express or implied, and on the condition that no action shall lie in respect of the accuracy or otherwise of any information supplied by or the degree of care or skill employed by the Head of Libraries, Archives & Information Services or employees, in connection with the offering of such assistance and advice.]

The Hirer shall accept responsibility for staff supplied to them and shall indemnify the Council against any claim for damages or loss or injury sustained by any acts arising from such staff.

The Hirer shall not be responsible for any injury, damage or loss caused by any neglect or default of any employee of the Council acting in the course of his/her duties assigned by the Council.

The Hirer shall indemnify the Council from and against all claims for damages or penalties for intellectual property right infringed including copyright, and any costs or expenses occasioned thereby.

It is the responsibility of the Hirer to ensure First Aid assistance is provided in accordance with the requirements of the Health and Safety (First Aid) Regulation 1981 and its Approved Code of Practice, but a first aid kit will be made available on request to a fully qualified, trained and competent first aider.

**The Hirer must be aware that Theatre staff are not trained to give first aid**

### **30. Insurance**

30.1 Arrange or procure and maintain at its own expense adequate and comprehensive insurance cover with a reputable insurer for the duration of this Agreement to cover the Company for:-

30.2 Public liability and Employers liability (if applicable) against loss, injury or damage to persons or property a level of cover of not less than £5 million in respect of any one claim and without limit on the number of claims in any one year or other period.

30.3 All normal commercial risks in an adequate sum at the hirer's option. The Council does not provide insurance against risk of cancellation or the like.

30.4 On request of the Council provide evidence of the terms of all insurance cover held together with the receipt for the payment of the last premium in each policy or produce documentary evidence that the policy or policies are properly maintained.

30.5 Provide on request the Council copies of all contracts relevant to the event.

### **31. Lighting**

No illuminant other than electric light of an adequate standard shall be employed in any part of the Theatre premises or anteroom at all times which will only be turned on and off by the Council employees. No alteration, addition or variation shall be made by the Hirer to the lighting except by permission of the Community Arts Assistant or the on duty Library Theatre Attendant(s).

### **32. Electrical and other equipment**

The Council shall not be responsible for any electrical or other equipment brought into the Theatre by Hirers. The use of such equipment is entirely at the Hirer's own risk.

Any equipment brought in and used in the Theatre must conform to all Health and Safety standards and must carry proof of regular testing. The Council reserves the right to refuse permission for the use of any untested electrical equipment or any equipment Theatre staff consider to be unsafe. Any necessary electrical work that the Hirer is responsible for must first be checked and given satisfactory clearance by the Council including, for instance, the electrician's credentials as well as the nature of the proposed work such as the temporary installation or operation of additional sound, lighting or other electrical equipment.

**NO** form of cooking equipment whatsoever may be used on the premises, other than an electrical kettle but may be used as props.

Cylinders containing compressed or liquefied flammable gasses and no mobile gas filled appliance must **not** be used or brought onto the premises. The use of gas filled balloons are prohibited.

Under **NO** circumstances whatsoever must naked flames or pyrotechnics be used anywhere on Theatre premises.

Use of smoke machines must be approved by the Head of Library, Archives and Information Services. Prior permission must be obtained via the Community Arts Assistant. Hirers are required to apply in writing providing:

- full details of the machine to be used with the power rating
- proof of PAT testing
- time period the machine will be in use
- a full risk assessment
- details of the competent person operating the machine

### **33. Smoking**

Smoking is strictly forbidden at any time in any part of the Theatre or Central Library premises.

### **34. Scenery and properties**

All scenery, cloths, draperies, gauze, artificial floral decorations, furniture, stage fittings, flags, emblems, or posters, and all other properties to be used on the stage must be in a safe condition, fit for purpose, treated with fire retardant and shall only be affixed to or in the Accommodation with the consent of the Community Arts Assistant. All such items must be positioned and maintained on stage so they do not constitute a hazard.

The duty attendant, on behalf of the council, has the right to request changes be made if s/he considers health and safety requirements are not being met. Hirers should be aware the Council's Health and Safety Officers have the authority to stop a performance and that Theatre staff have a duty to contact them if difficulties arise.

### **35. Avoidance of obstructions**

All existing gangways, passageways and stairways between and behind the seats and those providing free access to the doors of the rooms and also the corridors, fire escapes, passages and yards must be kept clear at all times. Particular vigilance must be maintained in those areas designated as emergency evacuation routes such as the fire escapes.

### **36. Lifting and handling**

The hirer shall be responsible for bringing in and removing all scenery, properties and other items required for their performance or event. Theatre staff may assist if their assigned duties allow.

A gantry is provided for the delivery and removal of scenery and large and/or heavy objects. Notice of the intention to use the gantry is required at the time of booking to

ensure adequate numbers of Theatre staff are present in order to comply with Health and Safety Regulations and follow all manual handling regulations.

### **37. Entrance and exit**

Except in an emergency or special circumstances where prior permission has been given the Tudor Square entrance must be used for access or egress. The Surrey Street entrance may be used only in an emergency.

### **38. More Prohibitions**

- a) Inflammable materials and articles of an explosive nature are not allowed in the Accommodation and no materials of a flammable nature, which constitute a fire risk, are to be brought into the Accommodation.
- b) No wax or powder shall be placed on the floor.

## **Environment**

### **39. Technical management**

The Theatre does not provide a residential technician. Hirers using lighting and sound will need to provide their own technician.

**For Health and Safety reasons a competent person is required to fulfil this role.**

Contact details of competent technicians can be provided by Theatre staff to Hirers who wish to make their own arrangements.

### **40. Fixtures and fittings**

In no circumstances may bolts, nails, tacks or screws be driven into the fabric, furniture, fixtures or fittings or any part of the Theatre.

The Hirer will not remove or dismantle any part of the fixtures or fittings in any part of the Theatre premises, including the stage, anterooms, dressing rooms and passageways without prior written consent from the Head of Libraries, Archives and Information Services. Such consent may be requested via the Community Arts Assistant.

Hirers are permitted to repaint the Theatre stage, on condition that the stage is repainted matt black at the end of the hire period. Prior written consent from the Head of Libraries, Archives and Information Services must be obtained. Such consent may be requested via the Community Arts Assistant. Flame retardant paint must be used in the repainting of the stage, and the hire period must include sufficient time for any painting to be carried out.

### **41. Scenery and properties**

The assembly of scenery and other work of a similar nature may be carried out in the Accommodation subject to the specific approval of the Head of Libraries, Archives and Information Services and provided it is maintained correctly as outlined below.

The Hirers may bring scenery, draperies and properties into the Theatre on the first day of letting. All scenery and properties used in the Accommodation are to be treated with fire-resisting solution and maintained in a non-flammable state to the satisfaction of the South Yorkshire Fire and Rescue Service. They must be removed from the premises at the end of the event or performance or hirers will be liable for additional charges unless alternative arrangements have been specifically agreed in advance. The Council reserves the right to charge the Hirer the full charge per session for scenery and/or properties remaining on site after this time.

Hirers must be aware that the Theatre may be in use between sessions they have booked e.g. a drama group could be giving a performance each evening for a period of one week when another Hirer is holding an event during each day. In such circumstances it may be necessary to move any scenery and properties positioned on stage. Hirers will be given adequate notice of any lettings which will affect their stage sets.

#### **42. Advertising**

The Hirer must seek consent from the Council for the display of streamers, flyers, placards and other advertisements and any intended use of temporary display structures inside or outside of the Theatre and ensure that they are not placed or affixed in any part of the Theatre premises in a way that may cause damage to the premises and as governed by the Town and Country Planning (Control of Advertisements) (England) Regulations 2007 (as replaced or amended from time to time) and subject to this requirement the Hirer is responsible for producing, erecting and dismantling all permitted advertising, all signage and notices in respect of the event or performance

#### **43. Broadcasting, Television and Publishing rights**

Where it is proposed to broadcast, record for television or radio or publish any performance or Function or part thereof, authority in writing must be obtained from the Head of Libraries, Archives & Information Services.

The Council reserves the right to make arrangements for the broadcasting or televising of any Function at the Accommodation hired.

The Council and the Hirer agree that the Hirer shall own all rights to the filmed and recorded material (and any similar other related media) and shall retain the right to exploit the said material throughout the world and universe and in any matter and in all media for the full period of copyright and that in doing so the Hirer shall not directly call or cause to be called into question or undermine the good name and reputation of the Council.

#### **44. Photography (restrictions)**

There is an absolute prohibition on the Hirer taking and/or using photographs which feature or could feature ordinary members of the public.

Except for the restriction above the Hirer shall have the right to take photographs of rehearsals and performances in the Accommodation solely and strictly for their use in publicity and for promotional purposes and the Council acknowledges that all rights to footage and/or photography taken of the rehearsals and performances, including that which features the Accommodation, shall vest in the Hirer, unless otherwise agreed

between the Hirer and, if used, any third party producer of such footage or photographs.

#### **45. Tickets**

Hirers may at their own cost print, sell and distribute their own tickets.

#### **46. Programmes**

The Hirer is permitted to sell programmes on the premises.

#### **47. Cloakroom facilities**

The Hirer must may provide stewards to supervise the cloakroom. S/he is permitted to make a reasonable charge per person for articles deposited. The Council does not provide staffing for the cloakroom, it is the Hirers' decision as to whether or not to offer a cloakroom service.

#### **48. Hirer's property**

The Council shall not be responsible for the theft, by any person or persons whomsoever, or the loss or damage howsoever caused to any property brought into the Theatre by the hirer, or on her/his behalf. For the avoidance of doubt the Hirer is solely responsible for the security and safety of all their personal property and possessions in or on the Theatre premises during the period of hire.

#### **49. Car Parking**

Cars, lorries or any other vehicles must not be parked on the highway in such manner as to obstruct the free flow of traffic. There are a limited number of parking spaces available at the Central Library which can be made available to Hirers by prior arrangement and subject to the needs of the Library service which shall take priority. Parking in Tudor Square is prohibited, but loading and unloading are permissible through the use of permits obtained from Library Theatre staff. The Council does not accept responsibility for fees incurred by Hirers or other users of the Accommodation.

#### **50. Catering, Sales**

The Hirer has sole responsibility for making their own arrangements for catering after informing the Head of Libraries, Archives & Information Services, or any member of staff acting on his/her behalf.

The sale or provision of refreshments by hirers is strictly prohibited at any time in the Accommodation.

#### **51. Head of Libraries, Archives & Information Services**

- a) Any decision arising out of the hiring made by the Head of Libraries, Archives & Information Services or any member of staff acting on his/her behalf shall be final.
- b) In the event of any matter arising in connection with the letting of the Accommodation, which is not covered by these conditions the Head of Libraries, Archives & Information Services shall have full power to give instructions to the Hirer and the Hirer shall comply with those instructions.

## **52. Supplementary**

If any other matter is not covered by these Conditions the Council may give instructions to the Hirer and the Hirer shall be obliged to comply with such instructions.