

The Milton Rooms

TERMS AND CONDITIONS OF HIRE

July 2021

1. Definitions

1.1 In this Terms and Conditions the following words shall have the following meanings

“Agreement” - means the contract of hire agreement entered into between the hirer and The Milton Rooms.

“Equipment” - all stage equipment and appliances, machinery, ropes, gas and electric appliances and water and fire appliances owned or hired by The Milton Rooms

“Hire” - means the hire of the Milton Rooms under the terms of this agreement.

“Hirer”- means the person, firm, company or organisation which contracts with the Milton Rooms

“Hiring period”- means the dates and times for which the hirer has contracted to hire the premises.

“Venue”- means The Milton Rooms Malton, company no 09117039, charity no 1162515

“Premises”- means any space, part thereof and or any other part of the Milton Rooms, Market Place, Malton, YO17 7LX.

“Staff”- means those individuals provided by the hirer to perform a role during the event, including attendants, stewards and security staff.

“Get in”- means the start of the hiring period when the hirer starts the process of moving into the premises.

“Get out” - means the end of the hiring period when the hirer starts the process of moving out of the premises

2. Application for hiring

2.1 All applications for the hire of the venue or any part thereof must be made in writing to the Milton Rooms administrator no less than 28 days before the commencement of the hire. Applications are to be made on the hire form and sent to the administrator at the address given. Failure to adhere to this 28 day requirement could result in the application being rejected. The individual signing this document on behalf of the hirer shall have all necessary authorisations and capacity to bind the hirer. All applications must be submitted with an **appropriate risk assessment** and method statement along with a copy of current **public liability insurance**.

2.2 The management team of the Milton Rooms reserves the right to refuse any application for hire and shall not be required for any reason or obligation.

2.3 Dependent on the size and complexity of the event the venue reserves the right to call a pre-event meeting with the hirer's responsible person to discuss the event organisation.

3. Restrictions of Use

3.1 If anything is reasonably considered by the management team to be undesirable, in breach of copyright, unsuitable or dangerous to any person or property inside or outside the venue it shall on request be removed by the hirer immediately

4. Sale of tickets

4.1 The venue provides an online, telephone and physical box office service as part of this agreement. On line ticket sales incurs an additional charge of 10% on all online sales.

5. Charges

5.1 A full list of charges is available upon request. Confirmation of event charges will be notified during the event booking process.

6. Invoicing and Payments

6.1 The Venue will invoice the Hirer a 50% deposit to secure the booking, and will then invoice the balance 30 days prior to the event taking place.

7. Cancellations

7.1 Notice must be given in accordance with clause 17 of this agreement when cancelling all or any part of this agreement.

7.2 Cancellation costs are as follows:

Cancel – lose deposit.

Cancel two weeks before – lose deposit plus 10% of outstanding balance.

Cancel one week before – lose deposit plus 25% of outstanding balance.

Cancel 48 hours before – lost deposit plus 50% of outstanding balance.

8. Right of entry

8.1 During the hire period set out in the application for hire the venue shall remain at all times in the possession, management and control of the Milton Rooms and the Milton Rooms reserves a right of entry for its duly authorised officers, agents, volunteers and contractors and the employees of its duly authorised contractor(s) to all parts of their premises at all times and the venue requires that any staff employed by the hirer shall be instructed accordingly

8.2 The venue reserves the right to refuse admission and/to eject from the premises any person or persons (including staff) as the venue may reasonably determine.

9. Young Performers

9.1 Where performances are taking place that involve children (anyone under 16) then the hirer is required to comply with the Children (Performances and Activities) (England) Regulations 2014 and ensure correct licensing arrangements are in place if required.

9.2 Safeguarding protocols must be in place for children of 18 and under, and 25 and under for those with special needs.

10 Indemnity and Damage

10.1 The hirer is required to take out and maintain suitable insurance against all liability falling on the hirer under this agreement (including public liability insurance) and to produce evidence of such insurance if so required by the venue prior to the hiring period. The venue recommends that the hirer obtains cancellation insurance and accidental damage cover as part of the insurance policies.

10.2 The hirer shall take good care of the venue and shall not cause any damage or suffer or permit any damage to the venue or to any part or parts thereof or to any fittings, equipment or other property therein and shall make good and pay for any damage thereof (including accidental damage) caused by the act or neglect of the hirer, his servants, agents or any person attending the venue by reason of the use by the hirer. This clause applies to the venue property internal and externally. The hirer shall return the venue to its original state immediately following any event, unless express permission has been granted for a delay.

10.3 The venue shall not be liable for any loss incurred by the hirer, his colleagues and agents or any other person due to the breakdown of machinery, lighting, failure of supply of electricity, water or gas, leakage of water or flood, fire, government restriction or act of god which may cause the venue to be temporarily closed or the hiring period to be interrupted or cancelled.

10.4 The hirer shall indemnify the venue, its officers, employees, contractors and agents from and against:

10.4.1 All claims, demands, actions, expenses, damages, penalties or proceedings arising out of or in any way connected with the hiring in respect of:

10.4.1.1 Any loss or theft of, or damage to, any property of any person whilst in or upon the premises during the period of the hiring and

10.4.1.2 The death or injury how so ever to whom so ever caused which shall occur while such person is in or upon the venue or in respect of any loss or damage suffered or sustained by any person in consequence of such death or injury (excluding any death or injury caused by an act, omission or the negligence of the venue)

10.4.2 All penalties, damages, costs and proceedings which may be incurred in consequence of any breach or default by hirer or staff in complying with this agreement: and

10.5 The hirer shall leave the back stage areas, main, hall, bar, kitchen and assembly rooms (if used) at the end of the hiring period in a clean and orderly state. The hirer will

make good and damage caused therein within 3 days following the event. The hirer shall pay to the venue on demand any costs relating to extraordinary cleaning.

10.6 The hirer will pay on demand any reasonable costs incurred for the reinstating of all or any part of the venue, or any property in or upon the venue, which is damaged, destroyed, stolen or removed during the hire period if the damage is in relation to or caused by the hiring.

10.7 The hirer shall at the end of the hire period remove all set, props, equipment, stores and other items brought into the venue during the hire period.

10.8 Except where otherwise contained in the agreement, the venue has no obligation, duty or liability in contract, tort (including negligence or breach of statutory duty) or otherwise for any loss, whether direct or indirect, including without exception, loss of business revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss whatsoever.

11 Copyright and Licenses

11.1 The hirer will be wholly responsible for copyright, payment of royalties, licensing of scripts and any other such licenses or permissions which may be required in connection with the entertainment which shall take place at the venue during the hiring period.

11.2 Where the entertainment involves Performing Rights Society fee, the hirer will be wholly responsible for the payment.

11.3 The hirer shall indemnify the venue against any actions, claims or proceedings from infringement of copyright or other permissions licenses including performing Rights Society and phonographic performance ltd fees which may occur during the hiring period.

12. Supervision and Staffing

12.1 There shall be present throughout the hiring period a person or persons, being the hirer and/or a nominated representative of the hire, who shall accept responsibility for ensuring the effective control and supervision of all persons at the premises therein and for compliance with this agreement. The details of such a person shall be communicated at the commencement of the hiring.

12.2 The hirer, colleagues and agents shall during the hiring period and during such other times as they or any of them shall be in the premises for the purpose of the hire shall comply with all reasonable requirements of the Duty Manager, their voluntary helpers or agents.

12.2.a Disabled Ramp – the disabled ramp is available and will be supervised by the Milton Rooms staff EXCEPT in the case of hires for auctions, sales or other events where members of the public have continuous access in and out of the main hall for the duration of the hire. For events of this kind the hirer will be solely responsible for the use of the ramp and should check their insurance to cover its use.

12.3 The hirer will be responsible for providing staff for all 'get in' and 'get out' and for any movement of equipment brought into the venue. Milton Rooms staff will not be available under any circumstances to assist with this action.

12.4 The hirer must ensure that all staff are competent and ensure proper compliance with all regulations in addition to the terms of this agreement.

12.5 The venue shall provide at least one Duty Manager, who is their direct representative during the hiring period. In addition the venue will supply upon request front of house volunteers, bar staff and other staffing at such times as deemed reasonable and necessary by the Milton Rooms management board.

12.6 The hirer will be responsible for providing suitably qualified/experienced person for the operations of sound and lighting equipment, unless otherwise agreed upon.

12.7 The right of entry to the Milton Rooms is reserved to any member of the management board and any police officer, fire officer or any other person on duty as nominated by the management board.

12.8 In the event of an emergency the instruction of the Duty Manager or any person nominated by the management board or any officer of the North Yorkshire Fire and Rescue services must be strictly obeyed.

13 Safety Precautions

13.1 The maximum permissible audience of the premises is as follows:

- a. 300 seated in main hall
- b. 170 cabaret seated in main hall
- c. 400 standing
- d. 35 in bar

13.2 It is the responsibility of the hirer to ensure that the venue's Health and Safety policy is adhered to and that all gangways, passages including those leading to backstage, staircases and doorways of the premises must be kept clear and free from any obstruction and that all fire doors of the venue are kept shut at all times.

13.3 No smoking is permitted anywhere within the premises. This rule also includes the use of 'e' cigarettes.

13.4 Only beer, wine and spirits provided and bought on the premises may be consumed.

13.5 Highly flammable materials must not be used unless they are rendered fire resistant and are maintained in that condition.

13.6 The hirer shall use its best endeavors to procure that its staff, colleagues, agents and any other persons attending the venue by reason of the use of the facilities by the hirer shall comply with the Health and Safety regulations of the venue and all relevant legislation therein.

14. Furnishing, Equipment, Advertising, Publicity

14.1 No nail, bolt or any fixings or fastenings may be driven into any part of the venue unless express permission has been obtained from the management board.

14.2 No posters, banners, flags, emblems and other decorations shall be displayed either outside or inside the venue without the consent of the management board. In any event any notices must be affixed in such a manner as to not cause damage to the premises in any way. Any marketing used by the hirer to advertise such an event inside or outside the venue must be of such a professional standard so as not to cause detriment to the reputation of the venue.

14.3 No posting of advertisements of performances or events at the venue shall be carried out by the hirer unless the hirer has obtained the necessary prior consents from the local council and the hirer shall make such consent available to the management board on demand. Any charges incurred by the venue in relation to the removal of inappropriately placed banners or advertising will be passed onto the hirer.

14.4 No fittings or furnishings either internal or external may be altered or adjusted in any way without the consent of the management board and the hirer shall on the expiration of the hiring period leave the premises in a clean and orderly state and must clear away property which has been brought onto the premises for the purposes of the hiring immediately after the end of the hiring period.

14.5 The management board reserves the right to remove any poster or other material attached to and displayed inside or outside the venue which shall become defaced or torn as to be untidy or unsightly or which has been affixed without obtaining the consent referred to in clause 14.3 above.

14.6 Naked flames, smoke making machines, indoor fireworks and stage pyros will not normally be permitted in the venue. Applications in writing with accompanied risk assessment, to waive this regulation must be made to the management board for consideration. The hirer is advised should additional costs be incurred to facilitate these effects they will be passed onto the hirer

14.7 No naked flame cooking is permitted within the venue.

14.8 **Electricity** – where electricity is connected to the Milton Rooms electricity supply and then used for appliances outside (eg PA system, food stalls), an extra charge of £30 per appliance per booking, per day, will be made.

15 Animals

15.1 With the exception of trained dogs for the disabled, the hirer shall not cause or suffer any animal in his charge or in the charge of any person or persons attending the premises during the hiring period to enter or remain in the premises without prior consent in writing of the management board.

16 Subletting

16.1 The hirer shall not sublet the premises or parts thereof. Should he/she do so or attempt to do so the hiring period will be cancelled and all charges paid forfeited and the hirer and sub-hirer excluded from the premises.

17 General

17.1 In any action or proceeding to enforce rights under this agreement, the prevailing party will be entitled to recover the costs and legal fees.

17.2 All notices under this contract shall be in writing and shall be deemed given when personally delivered, when sent by email or 3(days) after being sent by pre-paid first class post to the address of the other party.

17.3 If any portion of this agreement is illegal or unenforceable, such portion (s) shall be excluded from this agreement to the minimum extent required and the balance of this agreement shall remain in full force and effect and enforceable.

17.4 This agreement supersedes all prior contracts, arrangements and undertakings between parties and constitutes the entire contract between the parties relating to the subject matter hereof and can only be modified or waived by subsequent written contract signed by both parties. The parties confirm that they have not entered into this agreement on the basis of any representation that is not expressly incorporated into this agreement.

17.5 The parties confirm their intent not to confer any rights on any third parties by virtue of this agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement.

17.6 This agreement shall be governed by and construed in accordance with the law as of England and Wales and the parties accept the non-exclusive jurisdiction of the English courts over any claim or matter arising under or in connection with this agreement.