

These general terms and conditions apply to all Premises under the administration of the Jersey Arts Centre Association.

## **1 THE JERSEY ARTS CENTRE ASSOCIATION**

- 1.1 For the purposes of any hiring Agreement the Jersey Arts Centre Association ('the Association') is represented by the Director of the Jersey Arts Centre ('the Director') or his/her appointed staff.
- 1.2 The Association reserves the right to refuse applicants the use of all or part of the Premises ('the Premises') in question under the hiring Agreement.
- 1.3 The Association reserves the right to refuse admission, or to evict, any person from the Premises.
- 1.4 The Association reserves the right to cancel or terminate any hiring without notice and without liability, legal or otherwise, to the hirer or any person affected thereby, if it considers that for any reason (such as, but not limited to, bad weather or defects in the building) it is in the interests of public safety to limit or prohibit access to the Premises, or if the hirer has failed to comply with the conditions of hire.

## **2. THE HIRING AGREEMENT**

- 2.1 The hiring Agreement ('the Agreement') shall be completed in the form set out by the Association and shall come into force when it is countersigned by the Association and a copy returned to the hirer by way of confirmation. The Association reserves the right to charge a deposit before confirming a booking, any such deposit to be deducted from the final hire charges.
- 2.2 In the event of a cancellation effected by the hirer once the Agreement has been confirmed (see 2.1) or by the Association in the event of non-compliance with the Agreement, the hirer will be liable to a cancellation charge as set out in the hire charges in force at the time of the cancellation.
- 2.3 In the event that the details of the Agreement (for instance, but not confined to, the dates or times of events, or the nature of the use) are altered after the Agreement has been confirmed a cancellation charge, in full or in part as determined by the Association, may be payable on those parts of the hiring affected.
- 2.4 The Association reserves the right to cancel any Agreement without liability, legal or otherwise, in the event that the information provided on the hiring Agreement, and on the basis of which the Agreement was confirmed, does not conform to the subsequent intended use of the Premises.
- 2.5 The hirer may not assign the benefit or burden of the Agreement to another party without the prior written consent of the Director.
- 2.6 The hirer will supply such information as may be required for the Association's events listings, according to the deadlines set out in the Agreement.

## **3 THE PREMISES**

- 3.1 The Premises shall only be used for the purposes indicated in the Agreement, and the hirer shall comply with all reasonable requests by the Director and his/her staff who shall have free access to all parts of the Premises.
- 3.2 The hirer shall be permitted to use only those parts of the Premises specified in the Agreement and shall comply with any conditions attaching to the use of those parts (for instance, though not confined to, occupancy levels, fire safety regulations/restrictions).
- 3.3 The hirer shall be responsible for ensuring that persons do not enter any prohibited areas.
- 3.4 The hirer shall be responsible for ensuring that the Premises are left in a clean and tidy condition at the end of the hiring. If, in the opinion of the Director, the Premises are not left in such condition, the hirer shall pay the extra cost of cleaning on demand.
- 3.5 The hirer shall be responsible for making good any damage to the Premises arising during the period of hire, or shall pay the cost of such damage on demand by the Association. The hirer shall satisfy himself concerning the state of the Premises at the start of the period of hire.
- 3.6 No alterations or additions to the lighting or sound systems shall be made without the approval of the Association through the Director or his appointed staff.
- 3.7 No technical equipment belonging to the Association may be used without the approval of the Director or his staff which approval will only be granted to properly qualified staff or to those working under the supervision of the Association's staff.
- 3.8 Nothing may be drilled or otherwise fixed on or into the floor surface of the Premises. The stage areas may not be painted directly and any floor cloths, or protective surfaces, must be applied under the supervision of the Association's technical staff.
- 3.9 Smoking is not permitted in any part of the Premises.
- 3.10 No food or drink may be brought on to the Premises or consumed on the Premises, save that purchased on the Premises, unless with the express advance approval of the Director. No catering shall be provided on the Premises without the approval of the Director.
- 3.11 Nothing may be affixed to the walls of the Premises, or displayed in any manner inside or outside the Premises, without the approval of the Director.
- 3.12 The Hirer shall not use the Premises, or permit the Premises to be used, for any illegal, immoral, dangerous or offensive purpose, nor do or permit to be done therein anything which shall be deemed to be a nuisance or to cause damage or annoyance or inconvenience to the Association or to neighbouring properties.

- 3.13 The Hirer shall comply with the conditions of public entertainment attaching to the Bailiff's Permit and shall ensure that any material which is suitable for a restricted age group, or which contains material which might cause offence, is properly 'flagged' in publicity. (Hirers may contact the Director to discuss the requirements of the Bailiff's Permit if clarification is required.)
- 3.14 Under no circumstances shall the period of hire be extended without the written approval of the Director, and all fittings, staging, props and other items belonging to the Hirer, or brought on to the Premises for the use of the Hirer, must be removed at the end of the hire period. A surcharge will be added to the hiring costs if the use of the facilities extends beyond the agreed period or hire, or if the use of the Premises are compromised by impedimenta of whatever kind which has not been properly removed at the conclusion of the hiring period.
- 3.15 Please note our Phillips Street Box Office opening hours are 1pm – 8pm Monday to Friday. The Box Office is normally closed on Saturdays, Sundays and Bank Holidays but will open at least 1 hour before a performance on these days.

#### **4 FINANCIAL OBLIGATIONS & INSURANCE**

- 4.1 Hire charges are updated on 1 January each year and the charges payable shall be those obtaining on the first of January in the year of the hiring.
- 4.2 Hire charges are normally deducted from box office takings, and the balance returned to the Hirer within four working weeks of the end of the hire period.
- 4.3 It is a condition of hire that tickets are printed and sold from the Association's box office with a 10% commission taken on gross box office sales. In the event that the Arts Centre agrees to any other means of sale, this 10% levy will still apply. Sales by credit card will be subject to an additional levy as set out in the hire charges. All tickets must have a monetary value of a minimum of £1. A limited number of complimentary tickets may be issued but these should be requested in advance in writing.
- 4.4 The Association will retain 10% of any revenue from merchandise sold on the premises. No programmes or merchandise can be sold in the foyer next to the main entrance.
- 4.5 The Association carries its own public liability insurance, but it is recommended that hirers take independent advice relating to their insurance obligations. In certain circumstances the Arts Centre reserves the right to insist upon a hirer taking out insurance cover appropriate to the nature of his performance.
- 4.6 Where the hirer is using the premises for the purpose of conducting their own professional business the Association insists that the hirer take out their own public liability insurance and that a copy of this is provided to the Association prior to the commencement of the hiring.

#### **5 PUBLIC OBLIGATIONS**

- 5.1 Under no circumstances may the starting time of an event be altered (from that set out in the hiring Agreement) without the approval of the Director.
- 5.2 Under no circumstances may the seating capacity of the Premises be exceeded.
- 5.3 All gangways, stairways and fire exits must be kept clear at all times, and fire doors kept closed during performances. No temporary seating may be placed in gangways, stairways or fire exits, neither may any person stand or sit in such areas during a performance. Members of the audience may not be invited onto the stage during a performance without approval in advance from the Director. The Association reserves the right to halt a performance where there is perceived to be a safety risk.
- 5.4 The Association reserves the right to provide a Front of House Manager and such Stewards as the Director may deem necessary. It also reserves the right to require, as a Condition of Hire, the Hirer to provide such personnel at no cost to the Association who must be properly trained, in advance of the day of performance, by the Association.

#### **6 COPYRIGHTS & RECORDINGS**

- 6.1 The Hirer shall not infringe or suffer the infringement of any copyright.
- 6.2 The Association will pass on to the Hirer any PRS charges incurred as set out in the Hiring Charges document. In order to enable the Association to fulfil the conditions of any licence, the Hirer must provide a written list of all music to be included in any public performance.
- 6.3 No broadcasting, recording, photographing, filming or videoing of any kind may take place on the Premises without the written permission of the Director. In the event that any such consent is given, the Association reserves the right to be a party to any financial negotiations thereto and to share in any income or publicity so derived.
- 6.4 Recording, photographing, filming or videoing by a competent operator may only take place in the designated area in Row J and Row A. Seats in these areas and in the Row I will be held from sale until such time as the hirer decides to release them for sale. Once released, recording will not be permitted. Recording may be allowed at the ends of Row A depending on availability. Recording equipment must be set up well in advance of the auditorium being opened to the public (normally 20 minutes prior to the performance commencing) and will be checked by the Association's technical staff. If not set up in good time, recording will not be permitted. Recording equipment must not be left unattended.

#### **7 GENERAL**

- 7.1 No animals (with the exception of guide dogs) are allowed on the Premises without the approval of the Director.
- 7.2 The Association will provide one technician for all public performances which require technical assistance. The Association's technical staff will also be available by appointment, in advance, to offer advice and assistance but the nature of their total involvement will depend upon commitments and Hirers must seek an early appointment to agree any technical support.
- 7.3 All users of the Premises placing or leaving articles on the Premises do so entirely at their own risk, and the Association cannot accept liability for any loss or damage however sustained.

#### **8 AMENDMENTS**

- 8.1 The Association reserves the right to amend or make additions to these Conditions without notice. However, a current copy of the Conditions shall be available for inspection at the Jersey Arts Centre on request.