

## **Standard Terms & Conditions for the hire of rooms and facilities at Sadler's Wells**

### **General Conditions for the Hire of Rooms**

1. All rooms and facilities available for hire at Sadler's Wells Theatre Complex, which is hereafter referred to as "the Complex". The individual or organisation hiring the room is referred to as "the Hirer".
2. Details of the particular rooms and facilities hired are set out in the Contract for the hire of rooms ("the Event") which should be read in conjunction with the standard terms and conditions which when signed by the Hirer form an Agreement between Sadler's Wells Ltd ("The Company") and the Hirer. The person signing the Agreement must be an authorised representative of the Hirer.
3. The terms of the booking may only be varied by the written consent of the Company signed by an authorised representative of the Company. All notices shall only be valid if in writing.
4. The Hirer acknowledges that "Sadler's Wells" ("the Name") is a Registered Trade Mark and that use of the Name by the Hirer may be made only for the purposes of promoting and managing the Event.

### **Financial Schedule**

1. The Hirer shall pay the Company the Complex hire fee no later than the date/s stated in the invoice/s. Failure to pay by the due date may result in the Hirer's event being cancelled.
2. The final Settlement of any additional costs will be made within thirty working days of receipt of invoice after the event.
3. All sums or costs and charges by the Company to the Hirer will be subject to Value Added Tax (VAT) at the statutory rate at the time of invoicing.
4. All sums or costs or charges shall be paid in UK pounds sterling.
5. When paying by cheque, all payments made to the Company shall be by cheque issued by an UK bank unless prior written agreement has been made by the Company.
6. Interest will be charged on all overdue payments at 5% per month, compounded monthly from the due invoice date, until the date payment is received in full, or alternatively, and at the Company's sole discretion, may charge interest in accordance with the Late Payment of Commercial Debts (Interests) Act 1998, calculated on the basis of bank base rate plus 8% until the date payment is received in full.
7. The Complex does provide an agency commission of 10% on the net price of contracted room hire only. Commission will only be paid at prior agreement to the event being contracted and when the client has settled their invoice in full.

### **Cancellation Schedule**

1. No liability shall arise upon the Company to the Hirer in the event of a failure of electricity, gas or water supplies at the Complex, of strike or lock-out involving the personnel employed by the Complex or suppliers to the Complex, or the closure of the Complex which shall be at the Company's discretion in the event of serious emergency or calamity, Act of God, terrorist or enemy action, instruction by a Statutory Authority or circumstances that generally cause the closure of any comparable venue in central London.
2. No liability shall arise upon the Company through any breakdown, failure or defect in any equipment at the Complex, which could not reasonably have been foreseen by the Company.
3. If the Hirer terminates the booking prior to the Event, the Company shall in any event be entitled to retain the deposit paid upon confirmation of the booking.
4. The event cannot be rescheduled under the same Agreement. The deposit or full payment will be retained and will not be carried over. Subject to availability and at the Company's discretion, a new Agreement will be stipulated for the new date and a separate invoice will be issued for the full hire rate.
5. In the event that the Hirer terminates the booking, the Hirer shall be liable to pay the Company the whole of the balance of the hire fee within seven days of the date of cancellation. If cancellation is received within seven days of the start of the Event, the Company will invoice for verifiable costs, goods and expenses incurred by the Company in preparation for the Event. The Hirer shall pay all sums due under this clause within seven days of cancellation.
6. If there is any delay by the Hirer in making such payments, the Company will be entitled to charge interest upon such sum as may be outstanding at a rate equal to 4% above the minimum lending rate from time to time charged by the Company's bankers from the date upon which payment should have been received until payment is received by the Company.
7. In the unlikely event that the Complex terminates the booking a full refund will be made and the Complex will endeavour to find a suitable alternative space.

### **Vacation After the Event**

1. Save as may have been agreed in writing by the Company, the Hirer must clear all areas hired by the finish time specified in the Booking Confirmation. The Hirer must also remove from the Complex anything which has been brought into the Complex (other than things brought into the Complex by the Company) for the purposes of, or in connection with the Event, by the finish time specified in the Booking Confirmation.
2. If in the opinion of the Company, the Hirer has failed to ensure that the area(s) hired is clean, undamaged and free from rubbish at the end of the Event, the Company will notify the Hirer and the reasonable costs associated with making good the area will be passed onto the Hirer for immediate settlement.
3. If the Hirer fails to vacate the Complex by the end of the Hire Period or to remove from the Complex anything which may have been brought into the Centre for the purposes of, or in connection with the Event, the Hirer shall be liable to pay to the Company on demand the amount of any reasonable claim made against the Company by any other person delayed in or prevented from, obtaining access to the Complex for a subsequent event, or an additional full day's hire of the area, whichever is the greater.

### **Technical Schedule**

1. All scenery, set decoration and properties provided by the Hirer shall be constructed and flame retardant to the requirements of the Licensing Authority for the Complex.
2. The Hirer shall not use any real flame, smoking materials, flash boxes or any inflammable, hazardous or explosive materials at any time.
3. Any electrical equipment provided by the Hirer shall comply with the requirements of the UK Electricity at Work Regulations (including but not by way of exclusion Portable Appliance Testing) and appropriate certification will be required at the time of its delivery to the Complex.
4. No alterations to the electrical, stage and other equipment installed in the Complex, the building or its fixtures, fittings and decorations may be made without the written permission of a member of the Company's management.
5. White soles, stiletto heels and tap shoes cannot be worn on the dance floors. If you are unsure about the suitability of your footwear please ask in advance. A fee will be charged to remove any white marks left behind, to repair any damages caused or to replace the dance floor.

### **Recording Regulations**

1. No filming, live broadcast or recording shall take place in or around the Complex unless otherwise stipulated in writing.
2. Arrangements can usually be made for recording of the Event by a single camera for the Hirer's archive purposes only.
3. If a proposed recording is multi-camera or for any commercial broadcast on radio, television or any other electronic media, then this may be possible subject to the payment of an appropriate facility fee and technician filming allowance to the Company.
4. Recording may only proceed on production of written evidence of appropriate insurances to the satisfaction of the Company and provided that the apparatus does not cause any obstruction to gangways, exits, stairways and doors. The Company reserves the right to stop the recording, if the Health and Safety Guidelines and instructions for the Complex are not adhered to.

### **General Conditions of Hire**

1. The Hirer's Personnel shall comply with the Complex's rules and Fire & Safety Rules and be responsible for the conduct of the Hirer's Personnel and delegates whilst in or about the Complex during the Event, in particular ensuring their respect and care of the Complex and all its fixtures, fittings, decorations, furniture and equipment.
2. The Company reserves the right to refuse entry to persons if in the Company's opinion, such persons cannot be safely accommodated in the rooms allocated or if such numbers would be likely to cause a breach of any regulations affecting the Company or if in the opinion of the Company the persons may disturb or cause offence to other users of the Complex.
3. The Hirer shall notify the Company immediately of any proposed visit by any royal person, head of state or VIP during the Event. The Company retains the right to act as host to any such visitor during the Event.
4. No animals (excepting guide or hearing dogs) are to be brought into the Complex.
5. No food or beverage of any kind may be brought to the Complex by the Hirer or any of the persons attending the Event unless previously agreed in writing between the Company and the Hirer. All catering will be provided by the Company's in-house catering team.
6. The Trust may promote appropriate marketing campaigns to the Hirer and/or its guests.
7. Smoking is forbidden throughout the Complex except in the specified smokers' room adjacent to the stage door entrance of the Complex.
8. The Company may terminate the booking with immediate effect where a petition for the Hirer's bankruptcy is presented or where the Hirer passes a resolution for or a competent court orders its winding up; an administration order or composition with creditors is made or receiver appointed with respect to the Hirer. In such circumstances any outstanding Events shall be deemed to be cancelled and Clause 3 of the Cancellation Schedule shall apply. If there are paid admissions to the Event then all monies not already paid to the Hirer shall be retained for the repayment of the persons attending the event and any sums owed to the Hirer pursuant to the Booking.
9. The Hirer indemnifies the Company in respect of damage to the Complex which is caused by negligence by the Hirer subject to the Company notifying the Hirer of such damage within 48 hours of the Hirer vacating the Complex provided that the Hirer's liability for such loss or damage to the Complex shall not exceed £2,000,000 (two million pounds sterling) for each event or series of events arising from the same cause.
10. The Hirer shall effect and maintain with reputable carriers for the term of this agreement the following types of insurance coverage:
  - (a) Public liability insurance with limits of not less than £5 million per occurrence;
  - (b) Employers liability insurance with limits of not less than £5 million per occurrence
11. The Company does not have photocopying or computer facilities available for use by external companies and is under no obligation to provide such services, unless otherwise agreed in writing prior the Event.
12. The Hirer ensures that all company personnel and associated parties accept full responsibility for the welfare and treatment of any children, young people and/or vulnerable adults involved in the Event, and will take the necessary steps to safeguard their protection