



## **1.0 PAVILION DANCE – TERMS AND CONDITIONS OF HIRE (Amended May 2019)**

- 1.1** These conditions shall apply to Pavilion Dance (Pavilion Dance South West), Westover Road, Bournemouth BH1 2BU (hereafter referred to as PDSW)
- 1.2** These conditions shall apply to all persons and companies wishing to hire any of the Pavilion Dance spaces and facilities (hereafter referred to as the Hirer)
- 1.3** These conditions may be varied at any time by PDSW and notice of such changes will be communicated immediately in writing to the Hirer. If the Hirer wishes to cancel the booking as a result of such changes within 7 days of receiving notification of these changes PDSW will refund them any hire fees already paid.
- 1.4** Pavilion Dance will be available to hire between the hours of 8:00 and 22:00 Monday to Sunday and between 8:00 and 23:00 for Get Ins and Get Outs. Any variation on these hours may be requested by the Hirer but will be approved at the discretion of the Management.

## **2.0 CHARGES**

- 2.1** Upon acceptance of the hire by PDSW, an invoice will be raised for 25% of the hire charge as a non-refundable deposit. Payment will be required within 14 days of receipt of this invoice by the Hirer.
- 2.2** PDSW may vary the hire charges at any time. The Hirer will be notified in writing and the amount owed to PDSW will be amended accordingly, less any payments already made.
- 2.3** If a booking is made less than 21 days before the date of the event then the Hirer will be invoiced for the full amount immediately.

## **3.0 BOOKINGS AND RESERVATIONS**

- 3.1** PDSW will reserve a booking for a maximum of 21 days by which time a deposit must have been received and a copy of the Terms and Conditions of Hire signed by the Hirer and returned.

- 3.2** If payment of the deposit or full hire charge is not received in accordance with these Terms and Conditions then PDSW will cancel the hire and the Hirer will be informed. PDSW reserves the right to reinstate the hire subject to full payment being received and space availability.
- 3.3** Any alterations to the booking (i.e. timings, equipments, staffing etc.) must be submitted in writing at least 21 days prior to the event and where extra charges are incurred due to these alterations, a new invoice will be sent to the Hirer. Any alterations after this date are at the discretion of the management.
- 3.4** All times specified by the Hirer must include all Get In and Get Out times. Run on time after the agreed hire time will be charged at the full hourly rate applicable at the time of the hire.
- 3.5** Where presentation involves live dance, live theatre or live music in the Ocean Room, the first dated time of hire attached to live audience presentation or session for the purposes of a technical run through must be a minimum of 3 hours before the first performance. Performance time is defined as 15 minutes before the ticketed start time. For subsequent consecutive dated performances where the space has not been reset for any other use, this time limit may be reduced to one hour before the commencement time. All hires of the Ocean Room for live presentation are for a minimum of 4 hours. For cinema exhibition, art exhibition and other use of the Ocean Room Space and where this document has been applied to other spaces within PDSW, minimum hire times may be altered at the discretion of the venue manager.

#### **4.0 CANCELLATIONS**

- 4.1** Notice of cancellations should be given in writing and will be effective from the date of them being received by the PDSW administration office.
- 4.2** If the Hirer gives more than six months notice of cancellation before the date of the hire then the 25% deposit only will be retained by PDSW and any other monies paid will be refunded to the Hirer. If less than six months but more than two months notice is given of cancellation then 50% of the hire charge will be payable. If the Hirer gives less than two months notice of their wish to cancel then the full hire charge will be payable.
- 4.3** If the Hirer does not notify PDSW of their cancellation and fails to take up their commitment then they will be liable for the full hire charge.
- 4.4** Changes and amendments regarding the details of the hire may be submitted to PDSW at any time but PDSW reserve the right to charge the Hirer for any

administration charges, additional hire charges or fees that may arise from such changes.

- 4.5 PDSW cannot accept any responsibility for the non-arrival by the due date of any documents including cancellations, terms and conditions, and application forms sent by the Hirer.
- 4.6 If the Hirer is forced to cancel or postpone the event due to any unforeseeable circumstances such as adverse weather, then the Hirer must follow the terms of cancellation as stated in clause 4.2.

## **5.0 AVAILABILITY**

- 5.1 For the entire duration of any leasing of the whole building, spaces and the facilities will remain under the control of PDSW and its representatives, all instructions must be followed by the Hirer.
- 5.2 Pavilion Dance houses two offices for PDSW employees. These offices are not included in any hire of the whole building and the Hirer must remain aware of noise and disruption levels during the hire which may disrupt the normal operations of PDSW. PDSW may demand at any point that noise levels be reduced if disruptive.
- 5.3 The hiring of any of Pavilion Dance's spaces and facilities does not permit the Hirer to use or enter the premises at any other time than the Get In and Get Out times as agreed upon by both PDSW and the Hirer unless prior arrangements have been made with the Management representative.
- 5.4 PDSW reserves the right to close the premises or any part thereof for cleaning, repair or maintenance purposes at any time. If this occurs, PDSW shall reimburse the Hirer should this have any effect on their booking. Such proportion of the hire charges already paid as PDSW deem to be reasonable in the circumstances but shall not incur any other liability to the Hirer.
- 5.5 Although every effort will be made in order to ensure that items of furniture and equipment that are included within the accommodation of Pavilion Dance are maintained in a suitable condition, PDSW does not accept any responsibility for deficiencies which may exist at the time of the Hirers occupation and will not accept any application for a refund of fees as a result.
- 5.6 It is the Hirers responsibility to obtain/pay for any additional equipment that is required in order to facilitate the event as agreed upon at the time of the booking. PDSW will attempt to obtain such equipment which will be provided in conjunction to the Hirer paying for the same.

**5.7** PDSW will not accept responsibility or liability for the suitability of the accommodation for the purpose in which it was hired. It is the Hirer's responsibility to ensure the residence's suitability in terms of all respects to their requirements prior to the submission of the Contract.

## **6.0 ADVERTISEMENTS**

**6.1** The displaying of advertising material both inside and outside of Pavilion Dance will be subject to consent of the Management.

**6.2** The PDSW Management will use reasonable methods, subject to sufficient advertising space being available in order to display the Hirer's advertising materials at one of Pavilion Dance's advertising spaces, or such other locations as the Management may prescribe from time to time. PDSW reserves the right to remove and/or prohibit any such material at any time and for any reason.

**6.3** An employee of PDSW will erect advertising materials on the premises on behalf of the Hirer.

**6.4** No advertisements/announcements will be made prior to the receiving of payment unless prior permission has been obtained from PDSW.

**6.5** All advertising material must clearly state the location of the event e.g. Pavilion Dance, Ocean Room etc.

**6.6** PDSW will also provide the Hirer with a complimentary marketing service, if required, in terms of a section on the Pavilion Dance website.

**6.7** The PDSW Management will contact the Hirer with details of the complimentary marketing service, as stated above, which will set out further terms and conditions relating to the same.

**6.8** The Hirer will be responsible for all other publicity relating to their event.

**6.9** The Hirer must provide PDSW with written evidence which states that they have the authority/permission to use all images supplied for use in any printed or online PDSW Marketing, including but not limited to, all model consent forms and children acceptance forms. Should this not be provided PDSW reserves the right to refuse to use any of the images.

**6.10** All marketing material must be sent to the PDSW Marketing Department for approval before going to print to ensure that all details relating to the venue are correct.

- 6.11** The Hirer shall not cause or permit any person connected with the hiring of Pavilion Dance and its facilities to drive any nails, screws or other fixings to Pavilion Dance's walls, floors, furniture or fittings or do or permit to be done anything that may or is likely to cause damage to the building or its contents.
- 6.12** No form of advertising material or other item shall be affixed to any part of the Pavilion Dance building or its contents by adhesive tape or any adhesive substance unless prior permission has been granted by a member of PDSW staff. This includes the use of an adhesive tape in order to mark the floors.
- 6.13** No decorations, flags, emblems etc will be permitted either externally or internally without first maintaining permission prior to the event by a member of PDSW staff.
- 6.14** PDSW reserves the right to remove any poster or advertising material visible outside of the premises which in the opinion of PDSW shall be or become unseemly, unpleasant or offensive.

## **7.0 LICENSES**

- 7.1** No dramatic, musical or other works may be performed within Pavilion Dance without the appropriate copyright/licenses being sought from the necessary authorising bodies. All licenses must be shown to PDSW Management upon request.
- 7.2** PDSW will ensure that licenses are in place to cover the venue's purpose as a theatre and performance space. The cost for playing music (both recorded and live) is not covered and will be re-charged to the Hirer at the appropriate rate once PDSW have declared the information to PRS for Music. The Hirer may also contact PRS for Music directly to pay for this service if they wish.
- 7.3** The sale of alcohol is prohibited.
- 7.4** The Hirer must not allow drunk and disorderly behaviour anywhere in the Pavilion Dance premises and the Hirer must remove any such persons from the premises immediately.
- 7.5** Merchandise can be sold by the Hirer but all sales will be subject to 10% commission to be paid to PDSW. All commission will be subject to VAT at the standard rate. PDSW retains exclusive rights to the sale of all food and drink concessions unless a concessions buy out has been obtained by the hirer or formal agreement has been made with the Venue Manager in writing.
- 7.6** It is the responsibility of the Hirer to ensure that they are covered by any other licences required for activity outside of the Pavilion Dance venue such as distributing flyers or displaying posters.

## **8.0 LOSS, DAMAGE OR INJURY**

- 8.1** The Hirer will be held responsible for any loss or damage to Pavilion Dance and to any property within the building occurring during, or emerges out of the hiring or during the period in which persons are either entering or leaving Pavilion Dance following the hire, if in relation to the hire or by reason of the hiring. Unless the Hirer notifies a member of the PDSW staff of any loss or damages prior to the commencement of the period of hire.
- 8.2** The Hirer will repay PDSW on request the cost of either reinstating or replacing any part of Pavilion Dance. This includes any property within the building or any articles which were hired which end up being damaged, destroyed or removed during, prior or after the period of the hire. The amount of this will be issued by the Management and will be final and binding.
- 8.3** The Hirer will be held responsible for any loss or damage in regards to or as a result from any catering that the Hirer has arranged to appear at the hire.
- 8.4** The Hirer will be held responsible for any loss or damage to both clothing and property of the Hirer, their Staff or the attendees of the event and any other claims that may arise out of the use of the facilities.
- 8.5** PDSW will not be held accountable for:
- 8.5.1** any loss or damage to any property during or arising out of the hiring including all vehicles brought to the premises.
  - 8.5.2** any loss, damage or injury which may be brought upon, be done or happen to any person/s who come onto the Pavilion Dance premises during or that emerges out of the hiring (excluding any death or injury that is caused by an act, omission or the negligence of PDSW.)
  - 8.5.3** any loss due to an unforeseeable circumstance such as breakdown of equipment, failure of electric supply, fire, water leakage or an act of God which may cause Pavilion Dance to be temporarily closed which as a result causes the hire to be interrupted or cancelled.
    - 8.5.3.1** If possible in this circumstance PDSW will aim to reschedule the event for a later available date.
  - 8.5.4** Under no circumstances will PDSW accept liability or responsibility in the case of any loss, theft or damage to any goods or property of the Hirer in or upon the Pavilion Dance premises.

- 8.6** The Hirer shall give to the Management, notice, in writing, of any accident, injury or loss and of any claim or demand within 24 hours of the circumstance becoming apparent and any such matter coming to the Hirer's knowledge and such information that may be required. The Hirer shall not discuss the question of liability with a third party.
- 8.7** During the building and dismantling of the hire the Hirer must protect all floors, walls, furniture, pillars, artworks etc relating to the Pavilion Dance premises. Any damages caused will be charged at an extra cost to the Hirer.
- 8.8** PDSW have the right to charge the Hirer for the cost of any additional cleaning that is needed as a result of the hire eg. The cleaning of black marks off the studio floors due to inappropriate footwear being worn.

## **9.0 INDEMNIFICATION**

- 9.1** In every hiring of Pavilion Dance the Hirer must actively undertake the Terms and Conditions of this contract, and to indemnify PDSW from all penalties and costs which PDSW may incur as a result of any default on the Hirers behalf in terms of them not complying with such Terms and Conditions.
- 9.2** The Hirer shall indemnify PDSW against any action, proceedings or claim that may arise from a breach of this contract by the Hirer.
- 9.3** The Hirer shall indemnify any claim for duty, tax, royalty or copyright fee payable in reference to any entertainment given during the period of hire and against any infringement of any Intellectual Property Rights which may occur during the period of hire.

## **10.0 THIRD PARTY/PUBLIC LIABILITY INSURANCE**

- 10.1** PDSW recommends that the Hirer obtains cancellation insurance and accidental damage cover as part of its insurance policies.

## **11.0 COMPLIANCE WITH STATUTES AND LIMITATIONS**

- 11.1** The Hirer must comply with any conditions that are set out by PDSW's insurers. Any cost that may be involved in order to comply with these conditions will be borne by the Hirer.

**11.2** Should the Hirer be working with children, young people or vulnerable adults they must provide PDSW with their own personal DBS check. If this is not provided then PDSW reserves the right to either cancel or refuse the hire. The DBS check must be provided before the booking has been confirmed.

**11.2.1** Should the Hirer have other members of staff also taking part in this hire then they must also provide PDSW with personal DBS checks.

**11.3** Should the Hirer be working with children and young people then the Hirer must contact the Child Employment Officer at their local Council to inform them of the performance, and if necessary to arrange for any Child Performances License that may be required. All paperwork regarding this must be presented to PDSW if requested.

**11.4** The Hirer shall strictly observe and adhere by the requirements and regulations of PDSW which are applicable to their hire, and any regulations that refer to the number of persons to be admitted into the space/s, number and location of the Hirer's staff, the maximum amount of seating permitted, the requirement to keep any emergency information and exits free of obstructions and other such requirements which have been stated within these terms and conditions.

## **12.0 GENERAL**

**12.1** The Hirer shall not sublet their booking.

**12.2** The Hirer must ensure that no nuisance or disturbance is caused to local residents or to other users of Pavilion Dance before, during or after their event and shall indemnify PDSW in respect of any claims in the event if such an event occurs.

**12.3** Fire and other exits MUST be kept clear at all times.

**12.4** The Hirer is not permitted to bring any firearms or any article of an inflammable or explosive nature, or any article such as oil, electric etc or any furniture or other equipment without first obtaining permission from the Management of PDSW.

**12.5** In conjunction with the Smoke Free Regulations 2007 smoking is strictly prohibited anywhere in Pavilion Dance.

**12.6** In the event where more than one Hirer is required to share the Pavilion Dance facilities then any dispute which arises because of this will be settled by the PDSW Management whose decision or instructions are final.

**12.7** The Hirer is responsible for ensuring that order is kept at Pavilion Dance. Any person so authorised by PDSW has the power to refuse admission or remove from the

premises any person/s who they believe is behaving in a disrespectful manner that is not in compliance with the conditions of the hire.

- 12.8** When the Hirer's booking includes one of the dance floors then it is up to the Hirer to ensure that appropriate footwear is used in order to not cause marks or damage to the floors. If damage does occur then this will come at an additional charge to the Hirer. Inappropriate footwear includes: outdoor shoes with black soles (on grey dance floors), white soles (on black dance floors) and stiletto heels.
- 12.9** The Hirer must manage and conduct their hire space in order to ensure that no damage is caused to PDSW's reputation. Including any act or thing that will affect any license granted or any insurance effected in respect of PDSW or any part thereof.
- 12.10** The Hirer must ensure that no polish, wax or other material is put onto the dance floors or performing areas.
- 12.11** Table and chair arrangements for the Hirer's booking will be prepared prior to the event in conjunction with the confirmed attendees that must be sent to Management before the day of the booking by the Hirer.
- 12.12** The delivery and or collection of goods or equipment is the responsibility of the Hirer who must be present or provide a representative for this purpose at the appropriate time. It is not the responsibility of the PDSW staff to do so.
- 12.13** Any deliveries, storage and collection of goods or equipment cannot be accepted outside the period of the hire without obtaining permission from the Management first, this may incur an extra charge for the Hirer.
- 12.14** Hirers - Ticket Sales via Computer
- The Hirer, when intending to sell tickets for their event must adhere to PDSW's usual methods of doing so. Any tickets sold must be from PDSW's box office. PDSW is entitled to a commission amounting to 10% of the highest ticket price on every seat sold or again subsequently refunded. All commission is subject to VAT at the standard rate.
- 12.15** The Hirer is entitled to give away complimentary tickets where appropriate up to a maximum of 10% of the house capacity. Additional complimentary tickets may be issued but will be subject to the 10% commission as stated in clause 12.14
- 12.16** If the Hirer's booking takes place in the evening then PDSW reserves the right to make use of the facilities during the day prior to the event.

- 12.17** PDSW does not permit photography, filming, video recording, television or any other form of recording within our premises without the Hirer having obtained permission from the Management first.
- 12.18** PDSW does not allow any persons other than those who are included within the hire i.e. performers, staff members in any of our backstage areas including our dressing rooms and backstage corridors.