



# CONDITIONS OF HIRE OF TRINITY THEATRE PREMISES

The Grove  
Cowes  
Isle of Wight  
PO31 7QR  
Tel: 01983 295229  
[www.caods.org.uk](http://www.caods.org.uk)

It is essential that you read these notes  
BEFORE filling in the theatre booking form.

## **Table of Contents**

1)APPLICATION FOR HIRING .....	3
2)HIRING CHARGES .....	3
3)INDEMNITY AND DAMAGE .....	3
4)RIGHT OF ENTRY .....	4
5)SAFETY PRECAUTIONS .....	4
6)MAXIMUM NUMBER OF PERSONS .....	4
7)ANIMALS .....	4
8)CAR PARKING .....	4
9)CANCELLATION BY CAODS .....	5
10)CANCELLATION BY THE HIRER .....	5
11)SUB-LETTING .....	5
12)SUPERVISION OF TRINITY THEATRE .....	5
13)FURNISHING, EQUIPMENT AND ADVERTISING DISPLAYS .....	6
14)PROVISION OF STAFF .....	6
15)COPYRIGHT .....	7
16)LIGHTING, SOUND & STAGE .....	7
17)THE STAGE, BACKSTAGE AND DRESSING ROOMS .....	8
18)YOUNG PERSONS ON STAGE .....	8
19)CONDITIONS RELATING TO THE USE OF VIDEO CAMERAS BY HIRERS OF THE THEATRE .....	8
20)LICENCES .....	9
21)PERIOD OF HIRE .....	9

# **General Terms**

## **1) APPLICATION FOR HIRING.**

- a) All applications for the hire of Trinity Theatre, Cowes (hereinafter called 'Trinity Theatre') or any part thereof for one or more engagements must be made in writing on the form attached hereto and sent to the Secretary of the Cowes Amateur Operatic and Dramatic Society' (hereinafter called "CAODS") at the address given on the booking form. The person by whom the application form is signed shall be considered the hirer.
- b) CAODS reserve the right to refuse any application.

## **2) HIRING CHARGES.**

- a) The hiring charge will be based on the scale of charges enclosed herewith unless in any particular case CAODS agrees special terms.
- b) CAODS reserves the right to alter the scale of charges at any time without prior notice provided that the amended scale of charges shall not apply to any contracts for hire already made.
- c) CAODS may at any time without stating any reason therefore demand the provision by the hirer of such security for the payment of charges, as CAODS may deem necessary. If such security is not provided within the time specified by CAODS the hiring may be cancelled.
- d) A deposit of 25% is required for all bookings. Any hiring charge of £50.00 or less shall be paid in full in advance. No booking is accepted unless a deposit accompanies the booking form. If such security is not provided within fourteen days CAODS reserve the right to cancel the hiring.

## **3) INDEMNITY AND DAMAGE**

- a) The hirer shall take good care of and shall not cause any damage or suffer any damage to be done to Trinity Theatre 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 thereto (including accidental damage) caused by any act of neglect of himself, his servants, agents or any person resorting to Trinity Theatre by reason of the use of Trinity Theatre by him.
- b) Under no circumstances will CAODS make good or accept responsibility or liability in respect of damage or theft or loss of any property goods articles or things whatsoever placed deposited brought into or left upon the premises either by the hirer or by any other person or left or deposited with any member of CAODS, its servants or agents and the hirer shall indemnify and hold CAODS and its servants or agents harmless in respect thereof.
- c) CAODS shall not be liable for any loss due to any breakdown of machinery failure of supply of electricity leakage of water fire government restriction or act of God, which may cause Trinity Theatre to be temporarily closed or the hiring to be interrupted or cancelled.
- d) The hirer shall be liable for and shall indemnify CAODS in respect of any loss or damage or injury which may be incurred by or be done or happen to the hirer or any person or persons resorting to Trinity Theatre by reason of the use of Trinity Theatre by the hirer.
- e) The hirer shall leave Trinity Theatre at the end of the period of hiring in a clean and orderly state having removed all property. The hirer shall reimburse CAODS in respect of the cost of cleaning Trinity Theatre which cost has been incurred as a result of the hirer's breach of this condition.
- f) CAODS may remove or store any property left by the hirer or any other person in or upon any part of Trinity Theatre after the expiring of the times provided for the use of Trinity Theatre. The hirer

shall pay to CAODS on demand the cost of such removal and storage. CAODS its servants and agents shall not in any circumstances be held responsible for damage to or the theft or removal of any such property by or during such removal or storage and the hirer shall indemnify CAODS against all such claims demands actions proceedings and costs in respect of any such damage theft or removal.

- g) A hirer who is a Commercial undertaking must obtain insurance for the period of the hire, which provides indemnities as follows: Public Liability Risks - £5,000,000, Fire Risks - £5,000,000 (i.e. Accidental and or malicious damage or loss).
- h) The hirer will be held responsible for any damage or breakage occasioned by reason of the letting and will be charged the cost of repair or as may be determined by the Committee. In certain cases a damage deposit will be charged.

#### **4) RIGHT OF ENTRY**

- a) The right of entry to Trinity Theatre is reserved to any member of CAODS on duty and any Police Officer, Fire Officer or other person on duty at any time during the hiring or authorized so to enter by CAODS.
- b) CAODS and any other person mentioned in paragraph (a) of this Condition may refuse admission to or remove from Trinity Theatre any person without stating any reason.

#### **5) SAFETY PRECAUTIONS**

- a) At all times during which the auditorium of Trinity Theatre is in use all gangways and exit doors must be kept clear and free from any obstruction.
- b) All fire doors must be kept shut at all times.
- c) Smoking is not permitted anywhere in Trinity Theatre.

#### **6) MAXIMUM NUMBER OF PERSONS**

- a) The maximum number of persons permitted to attend functions at Trinity Theatre, exclusive of front of house staff, backstage crew, and other persons agreed between CAODS and the hirer is:

Auditorium for seated performances	199
Clubroom	100

#### **7) ANIMALS**

- a) With the exception of guide dogs for the disabled, the hirer shall not permit any animal in their charge to enter or remain in Trinity Theatre without the prior consent in writing of CAODS.

#### **8) CAR PARKING**

- a) CAODS takes no responsibility for the parking safety or supervision of any vehicle left on the premises or in other areas surrounding Trinity Theatre and the hirer shall be responsible for ensuring that cars are not parked so as to obstruct entrances or exits.
- b) The Grove is patrolled by a parking management company and vehicles parked here are liable to be clamped if not displaying a valid permit. CAODS takes no responsibility or liability for such action.

## **9) CANCELLATION BY CAODS**

- a) CAODS reserves the right at any time to cancel any booking where such cancellation is due to circumstances beyond the control of CAODS and in any such event CAODS shall not incur any liability whatsoever to the hirer other than for the return of any fee already paid by him in respect of such cancelled booking.
- b) CAODS reserves the right to cancel any letting should it appear at any time desirable so to do, subject only to receipt of the fees paid and the hirer agrees not to make any other claim on CAODS.

## **10) CANCELLATION BY THE HIRER**

- a) If the hirer shall cancel the hiring of Trinity Theatre for either one or more engagements then CAODS shall be entitled to retain the whole of any fee paid in respect of such cancelled engagement or engagements provided that if notice of the cancellation of any engagement is received by CAODS at least fourteen days prior to the date on which such engagement would otherwise have taken place CAODS may at its discretion repay to the hirer an amount not exceeding fifty percent of any fee already paid in respect of such cancelled engagement.
- b) Should cancellation occur on the hirer's part, up to two weeks before the date of the event for which the booking is made, the deposit will be forfeited and the hirer will not be required to pay the balance of the hiring charge. Should cancellation occur less than two weeks before the event, the CAODS reserves the right to ask and receive full payment.

## **11) SUB-LETTING**

- a) The hirer shall not sub-let Trinity Theatre or any part thereof. Should he do so or attempt to do so the hiring will stand cancelled and the charges paid forfeited and the hirer and sub-hirer excluded from Trinity Theatre.

## **12) SUPERVISION OF TRINITY THEATRE**

- a) The hirer shall during the hiring be responsible for:-
- b) The efficient supervision of Trinity Theatre including the effective control of children, the orderly and safe admission and departure of persons to and from Trinity Theatre and the orderly and safe clearance of Trinity Theatre in case of emergency.
- c) The safety of Trinity Theatre and the preservation of good order and decency therein;
- d) Ensuring all doors giving egress from Trinity Theatre shall be kept unfastened and unobstructed and immediately available for exit during the whole time Trinity Theatre is in use and no obstruction shall be placed or allowed to remain in any corridor giving access to Trinity Theatre.
- e) At all times hirers must comply with Fire Regulations, which will be displayed at all entrances. ALL EXITS MUST BE KEPT CLEAR AT ALL TIMES.
- f) If the hirer fails to observe and perform any one or more of the stipulations contained in the foregoing provisions of this condition CAODS may:-
- g) Charge to and recover from the hirer any expenses incurred by CAODS in engaging the Police or other persons to secure such observance and performance.
- h) Cancel any other engagement for Trinity Theatre or any part thereof that the hirer may have made without incurring any liability to the hirer whatsoever other than for the return of any fee paid to them in respect of such cancelled engagements less an amount equal to fifty percent of the total fee which would otherwise have been payable in respect of such cancelled engagements which sum may be retained by CAODS as liquidated damages for the loss of such bookings.

- i) The hirer and agents shall during the hiring and during such other times as they or any of them shall be in Trinity Theatre for the purpose of the hiring comply with all reasonable requirements of CAODS or their agents.
- j) The premises shall be under the control of CAODS.

### **13) FURNISHING, EQUIPMENT AND ADVERTISING DISPLAYS**

- a) No nails, drawing pins, screws, adhesive tape or sellotape may be affixed to any part of the building unless permission is obtained from CAODS.
- b) No posters, banners, flags, emblems or other decorations shall be displayed either outside or inside the building without the consent of CAODS.
- c) No fittings or furnishings in Trinity Theatre may be altered or interfered with in any way without the consent of CAODS and the hirer shall at the expiration of the hiring leave the premises in a clean and orderly state and must clear away property which has been brought into Trinity Theatre for the purposes of the hiring immediately after the hiring.
- d) The display of posters and other material advertising the function for which the hiring is made must be agreed by the hirer with CAODS before such posters or other material is displayed.
- e) On no account shall highly flammable material be used for decoration or for other purposes.

### **14) PROVISION OF STAFF**

- a) The provision of front of house staff, backstage crew, and other persons required for the hiring shall be agreed before the hiring commences between CAODS and the hirer.
- b) Trinity Theatre Bar must be staffed at all times by persons nominated by CAODS unless a special dispensation has been agreed in writing before the commencement of the hiring.

# **Terms relating to Theatrical Production, Use of Music, Supply of Liquor and Licensable Activities.**

## **15)COPYRIGHT**

- a) No copyright work (other than copyright music, the performing rights of which are vested in PRS for Music) shall be performed without the licence of the owner of the copyright and the hirer shall produce such licence to CAODS not less than seven days before the performance to which that licence relates and if the hirer shall fail to produce such licences within the time so specified, then CAODS may cancel any other engagements at Trinity Theatre that the hirer may at any time have made without incurring any liability to the hirer whatsoever other than for the return of any fee paid to them in respect of such cancelled engagements less an amount equal to fifty percent of the total fee which would otherwise have been payable in respect of such cancelled engagements which sum may be retained by CAODS as liquidated damages for the loss of such bookings.
- b) Where copyright music, the performing rights of which are vested in the Performing Right Society Limited, is performed in Trinity Theatre during the hiring, the hirer will be required to supply a complete list of all music played plus a programme and a report of total ticket sales within 7 days of the expiration of each function to the Secretary. If the hirer shall fail to comply with these requirements in the time specified, then CAODS may cancel any other engagements at Trinity Theatre that the hirer may at any time have made without incurring any liability to the hirer whatsoever other than for the return of any fee paid to them in respect of such cancelled engagements less an amount equal to fifty percent of the total fee which would otherwise have been payable in respect of such cancelled engagements which sum may be retained by CAODS as liquidated damages for the loss of such bookings.
- c) The hirer shall indemnify CAODS against any infringement of copyright, which may occur during the hiring.
- d) The hirer is required to undertake:-
  - i) That there be no infringement of copyright.
  - ii) To absolve CAODS from all responsibility or liability in respect of copyright.
  - iii) To indemnify the CAODS against any action for the infringement of any copyright.
  - iv) To indemnify the CAODS against any claim, liability or action arising from the use of the Theatre premises.
- e) In the case of any hiring for a purpose which involves the giving of Entertainment in any form, the hirer is required to and must arrange for the artiste(s) or performer(s) to fill in such particulars as may be on the Performing Rights Forms and to send to the Performing Rights and pay any fees due. HIRERS NOT COMPLYING WITH THIS RULE MAY NOT BE PERMITTED FURTHER USE OF THE PREMISES.

## **16)LIGHTING, SOUND & STAGE**

- a) The stage lighting equipment shall at all times be operated by persons nominated for that purpose by CAODS and no other person whatsoever shall operate or attempt to operate or interfere with the stage lighting and sound equipment.
- b) No additional lights or extensions from the existing electric light fittings shall be used without the prior consent of CAODS.

- c) No additional sound or audio-visual equipment shall be used without the prior consent of CAODS.
- d) If decorative or special lighting is required, this may be arranged with CAODS at the hirer's own expense and all additional equipment must be installed to the satisfaction of the Theatre technician.
- e) Pyrotechnics - the firing of maroons, flash boxes or the like is not permitted unless a satisfactory Risk Assessment is produced and are operated by a suitably qualified person under overall supervision of the Theatre Technician or appointed person.
- f) The use of scenery is permitted provided that such scenery is properly constructed. The CAODS scenery, if hired, must be painted with water based colour paint.
- g) All scenery must be fireproofed.
- h) Scenery and backstage work must be approved by the Stage Director. Any items or processes not deemed acceptable must not be used or changed to an acceptable standard. Failure to comply will mean CAODS will enforce their right to cancel performances until the shortcomings are addressed.

### **17) THE STAGE, BACKSTAGE AND DRESSING ROOMS**

- a) No persons other than persons directly concerned with the presentation of any production, entertainment or other function shall be permitted on the stage or in the backstage areas or in the dressing rooms.

### **18) YOUNG PERSONS ON STAGE**

- a) As hirers of the theatre it is your responsibility to arrange for and carry out the terms of licensing for young persons on stage. You must implement the appropriate child protection procedures as required by legislation and common practice. The restrictions apply to anyone who is of an age to still be in compulsory education.
- b) Any child without the appropriate licensing or appropriate supervision will not be allowed on Trinity Theatre Stage.

### **19) CONDITIONS RELATING TO THE USE OF VIDEO CAMERAS BY HIRERS OF THE THEATRE**

- a) Necessary permission must be obtained from licensee for copyright materials (if applicable)
- b) Only camera, recorder and tripod may be used, there must be no surplus equipment or trailing wires.
- c) Equipment must be removed immediately in an emergency.
- d) TRINITY THEATRE MANAGEMENT RESERVES THE RIGHT TO STOP VIDEO RECORDING IF THE ABOVE CONDITIONS ARE NOT MET.



## 20) LICENCES

- a) The hirer shall obtain and pay for all licences or permissions, which may be required in connection with any entertainment or activity, which shall take place in Trinity Theatre during the period of hire and the hirer, shall notify CAODS before applying for such licences or permissions.
- b) Where the Theatre premises are licensed by the Council for Entertainment, conditions and restrictions upon which the licenses are granted should be observed and kept as shown below.
- c) No excisable liquor shall be sold in Trinity Theatre otherwise than by CAODS or its agents through Trinity Theatre Bar in accordance with its licence for the time being.

Licensable Activity	Permitted Hours	
	Monday to Saturday	Sunday
Plays	1200 to 2300	1400 to 2300
Films	1200 to 2300	1400 to 2300
Live Music	1200 to 2300	1400 to 2300
Recorded Music	1200 to 2300	1400 to 2300
Performances of Dance	1200 to 2300	1400 to 2300
Supply of Alcohol	1200 to 2300 1200 to 0000 (Friday & Saturday)	1200 to 2230

Provision of Facilities for	Permitted Hours	
	Monday to Saturday	Sunday
Making Music	1200 to 2300	1400 to 2300
Dancing	1200 to 2300	1400 to 2300
Late Night Refreshment	2300 to 0001	2300 to 0001
Opening Hours of Premises	1200 to 0001	1400 to 0001
Non – Standard Hours	Cowes Week: 1200 to 0001	Cowes Week: 1200 to 0001
	Saturday rehearsals 0900 to 1200	

- d) In line with the conditions of Trinity Theatre's licence the hirer must::
  - i) Ensure that people entering and leaving the premises are counted and that the nett total of people recorded inside the premises must at all times be available.
  - ii) Ensure that no bottles or glasses are removed from the premises.
  - iii) Twenty one days notice in writing must be given to Isle of Wight Council of any performance for children wholly or mainly, under the age of sixteen years.
  - iv) At the beginning of each evening performance an announcement will be made requesting that at the end of the evening guests leave the premises quietly.
  - v) All production advertisements and literature will advise of any age restrictions and/or adult themes.

## 21) PERIOD OF HIRE

- a) Rehearsals and/or Performances should finish by 11.00 p.m. at the latest — unless by prior arrangement.