



PLAZA THEATRE — ROMSEY CONDITIONS OF HIRE

1. APPLICATION FOR HIRING

All applications for the hire of the Plaza Theatre, Romsey (hereinafter called 'the Plaza') or any part thereof for one or more engagements must be made in writing on the form attached hereto and sent to the Business Manager of the Romsey Amateur Operatic and Dramatic Society' (hereinafter called "RAODS") at the address given on the booking form. The person by whom the application form is signed shall be considered the hirer.

2. CHARGES

- I. The letting fee will be in accordance with the scale of charges enclosed herewith.
- II. RAODS 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 applications for hire already made.
- III. RAODS may at any time without stating any reason therefore demand the provision by the hirer of such security for the payment of charges, as RAODS may deem necessary. If such security is not provided within the time specified by RAODS the hiring may be cancelled.

3. INDEMNITY AND DAMAGE

- I. The hirer shall take good care of and shall not cause any damage or suffer any damage to be done to the Plaza 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 the Plaza by reason of the use of the Plaza by him.
- II. Under no circumstances will RAODS 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 RAODS its servants or agents and the hirer shall indemnify and hold RAODS and its servants or agents harmless in respect thereof.
- III. RAODS 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 the Plaza to be temporarily closed or the hiring to be interrupted or cancelled.
- IV. The hirer shall be liable for and shall indemnify RAODS 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 the Plaza by reason of the use of the Plaza by the hirer.
- V. The hirer shall leave the Plaza at the end of the period of hiring in a clean and orderly state and the hirer shall reimburse RAODS in respect of the cost of cleaning the Plaza which cost has been incurred as a result of the hirer's breach of this condition.

- VI. RAODS may remove or store any property left by the hirer or any other person in or upon any part of the Plaza after the expiring of the times provided for the use of the Plaza. The hirer shall pay to RAODS on demand the cost of such removal and storage. RAODS 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 RAODS against all such claims demands actions proceedings and costs in respect of any such damage theft or removal.

4. COPYRIGHT

- I. No copyright work (other than copyright music, the performing rights of which are vested in the Performing Right Society Limited) shall be performed without the licence of the owner of the copyright and the hirer shall produce such licence to RAODS 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 RAODS may cancel any other engagements at the Plaza 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 RAODS as liquidated damages for the loss of such bookings.
- II. Where copyright music, the performing rights of which are vested in the Performing Right Society Limited, is performed in the Plaza 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 Business Manager. If the hirer shall fail to comply with these requirements in the time specified, then RAODS may cancel any other engagements at the Plaza 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 RAODS as liquidated damages for the loss of such bookings.
- III. The hirer shall indemnify RAODS against any infringement of copyright, which may occur during the hiring.

5. LICENCES

The hirer shall obtain and pay for all licences or permissions, which may be required in connection with any entertainment, which shall take place in the Plaza during the period of hire and the hirer, shall notify RAODS before applying for such licences or permissions.

6. COMPLIANCE WITH REQUIREMENTS OF THE PLAZA

The hirer his servants and agents shall during the hiring and during such other times as they or any of them shall be in the Plaza for the purpose of the hiring comply with all reasonable requirements of the Committee of RAODS their servants or agents.

7. SUPERVISION OF THE PLAZA

- I. The hirer shall during the hiring be responsible for:-
- i. The efficient supervision of the Plaza including the effective control of children he orderly and safe admission and departure of persons to and from the Plaza and the orderly and safe clearance of the Plaza in case of emergency.
 - ii The safety of the Plaza and the preservation of good order and decency therein;
 - iii. Ensuring all doors giving egress from the Plaza shall be kept unfastened and unobstructed and immediately available for exit during the whole time the Plaza is in use and no obstruction shall be placed or allowed to remain in any corridor giving access to the Plaza.
- II. If the hirer fails to observe and perform any one or more Of the stipulations contained in the foregoing

provisions of this condition RAODS may:-

- i. Charge to and recover from the hirer any expenses incurred by RAODS in engaging the Police or other persons to secure such observance and performance.
- ii. Cancel any other engagement for the Plaza 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 RAODS as liquidated damages for the loss of such bookings.

8. RIGHT OF ENTRY

- I. The right of entry to the Plaza is reserved to any member of RAODS 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 RAODS.
- II. RAODS and any other person mentioned in paragraph (a) of this Condition may refuse admission to or remove from the Plaza any person without stating any reason.

9. SAFETY PRECAUTIONS

- I. At all times during which the auditorium of the Plaza is in use all gangways and exit doors must be kept clear and free from any obstruction.
- II. Exit doors from any other part of the Plaza must be kept clear and free from all obstruction at all times at which that part shall be used by the hirer.
- III. All fire doors must be kept shut at all times.
- IV. Smoking is not permitted anywhere in the Plaza Theatre.

10. LIGHTING

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

11. THE STAGE, BACKSTAGE AND DRESSING ROOMS

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.

12. LIQUOR

No excisable liquor shall be sold in the Plaza otherwise than by RAODS its Servants or agents through the Plaza Bar in accordance with its licence for the time being.

13. FURNISHING, EQUIPMENT AND ADVERTISING DISPLAYS

- I. No nail bolt or other fastening may be driven into or attached to any part of the Plaza.
- II. No posters, banners, flags, emblems or other decorations shall be displayed either outside or inside the Plaza without the consent of RAODS.
- III. No fittings or furnishings in the Plaza may be altered or interfered with in any way without the consent of

RAODS 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 the Plaza for the purposes of the hiring immediately after the hiring.

- IV. The display of posters and other material advertising the function for which the hiring is made must be agreed by the hirer with RAODS before such posters or other material is displayed.
- V. RAODS reserves the right to remove any poster or other material attached to or displayed inside or outside the Plaza which shall become defaced or torn as to be untidy or unsightly and the hirer shall remove any poster or other material whether attached to or displayed inside or outside the Plaza if in the opinion of RAODS it shall be unseemly or expose the premises to an undue risk of fire.
- VI. On no account shall highly inflammable material be used for decoration or for other purposes.

14. PUBLICITY AND BOX OFFICE STATIONERY

- I. The hirer may provide his own posters, programmes, handbills, tickets or other publicity or box office stationery for use in respect of the hiring except that RAODS reserve the right to examine such material prior to it being used in respect of the hiring and to forbid its use if it is considered inappropriate for the purpose of the hiring.
- II. RAODS may provide posters, programmes, handbills, tickets or other publicity or box office stationery if requested by the hirer to do so provided that the hirer shall reach agreement with RAODS on his requirements in sufficient time for the stationery to be prepared. Charges for the provisions of such stationery by RAODS will be supplied on request and the appropriate fee must be agreed between RAODS and the hirer before RAODS take any steps to provide such stationery. RAODS reserve the right to demand payment in advance of all or part of the Cost of providing such stationery.

15. PROVISION OF STAFF

- I. The provision of front of house staff, backstage crew, car parking attendants and other persons required for the hiring shall be agreed before the hiring commences between RAODS and the hirer.
- II. The Plaza Bar must be staffed at all times by persons nominated by RAODS unless a special dispensation has been agreed in writing before the commencement of the hiring.

16. MAXIMUM NUMBER OF PERSONS

The maximum number of persons permitted to attend functions at the Plaza, exclusive of front of house staff, backstage crew, car parking attendants and other persons agreed between RAODS and the hirer in accordance with Condition 15 is:

Auditorium	231
Green Room	60

17. ANIMALS

With the exception of guide 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 resorting to the Plaza during the hiring to enter or remain in the Plaza without the prior consent in writing of RAODS.

18. CAR PARKING

- I. RAODS takes no responsibility for the parking safety or supervision of any vehicle left in the Car park or other areas surrounding the Plaza and the hirer shall be responsible for ensuring that cars are not parked so as to obstruct entrances or exits.
- II. No cars may be parked in the forecourt of the Plaza or entrance to car park.

19. CANCELLATION BY RAODS

RAODS reserves the right at any time to cancel any booking where such cancellation is due to circumstances beyond the control of RAODS and in any such event RAODS 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.

20. CANCELLATION BY THE HIRER

If the hirer shall cancel the hiring of the Plaza for either one or more engagements then RAODS 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 RAODS at least fourteen days prior to the date on which such engagement would otherwise have taken place RAODS 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.

21. SUB-LETTING

The hirer shall not sub-let the Plaza 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 the Plaza.

22. PERIOD OF HIRE

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

23. YOUNG PERSONS ON STAGE

As hirers of the theatre it is your responsibility to arrange for and carry out the terms of licensing for young persons on stage. The restrictions apply to anyone who is the age to still be compulsory education.

Any child without the appropriate licensing or appropriate supervision will be not be allowed on the Plaza Stage.

Any hirer requiring further guidance should contact Hampshire County Council, The Castle, Winchester

CONDITIONS RELATING TO THE USE OF VIDEO CAMERAS BY HIRERS OF THE THEATRE

- I. Necessary permission must be obtained from licensee for copyright materials (if applicable)
- II. Only camera, recorder and tripod may be used, there must be no surplus equipment or trailing wires.
- III. Recording may only be done from the landing above the lower staircase or within the back row if seats are available. (no video recording from any other point in the auditorium).
- IV. Equipment must be removed immediately in an emergency.
- V. Written permission to video must be obtained from the Plaza Booking Manager for all video recording at least one month before the time of hire.

THE PLAZA MANAGEMENT RESERVES THE RIGHT TO STOP VIDEO RECORDING IF THE ABOVE CONDITIONS ARE NOT MET.