

Penrith Players Theatre
The Playhouse, 1 Auction Mart Lane, Penrith CA11 7JG

Terms and Conditions of Hire

- 1) All applications for hire of the facilities must be made in writing and forwarded to the above address FAO: The Lettings Manager .
- 2) Charges will be made in accordance with the schedule applicable at the time of hire.
- 3a) **Payment** of the hire charge shall be received within 21days following the date of the event.
- 3b) Penrith Players reserve the right to charge a deposit of up to 50% of the total hire charge, payable 14days in advance of the event.
- 4) **Cancellations -**
 - i. *By the hirer* – in the case of a cancellation of a booking within 21days of the date of the event, Penrith Players reserves the right to charge the full hire fee. However should Penrith Players be able to find a replacement booking, part or all of the fee may be cancelled or refunded.
 - ii. *By Penrith Players Theatre* – Penrith Players reserve the right at all times to cancel, close or prohibit the use of its facilities at its' discretion. All monies paid in respect of a booking cancelled in accordance with this Condition will be refunded but Penrith Players will not be liable for any other expenditure incurred or loss sustained directly or indirectly by the Hirer arising from the cancellation.
- 5) **Indemnity** – The Hirer shall indemnify Penrith Players in respect of any loss or damage to any property of the Hirer or of any third party or of Penrith Players arising out of the hiring and for any loss, damage, injury or illness which may be incurred by, or happen to, or be done to any persons includes persons resorting to the Theatre during the hiring arising from any cause whatsoever including from cancellation of the hiring. The Hirer will maintain Public Liability Insurance covering the event with a limit of indemnity of not less than £2 Million and will produce evidence of this Insurance if and whenever requested to do so by Penrith Players.
- 6) **Insurance** – the Hirer must have their own insurance for their equipment whilst in the venue. Penrith Players does not hold insurance for equipment belonging to the hirers.

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7) Copyright –

- i. Except insofar as the license granted by Penrith Players by the Performing Rights Society Ltd, no person shall perform, play or use in public in the Playhouse any work in which copyright exists without the consent of the owner of such copyright nor use any record apparatus or contrivance which may be played or performed or used in public only with the consent of such owner.
- ii. The Hirer shall pay all fees required to be paid in connection with the obtaining of such consents and any fees that are payable to the Performing Rights Society Ltd in respect of the hiring. The Hirer shall indemnify the Penrith Players against all claims, demands, actions and proceedings arising out of any infringements of copyright or the unauthorised playing, performance or use of any record apparatus or contrivance occurring in the Playhouse during the period of hire. All conditions attached to the music, singing and dancing licence shall be duly observed and the Hirer shall be responsible for any breach thereof and shall indemnify Penrith Players against any costs or expenses incurred as a result of any such breach.

- 8) **Transferable** – The right to use the facilities or equipment is not transferable. No Hirer may sub-let or make available any area or part thereof to a third party without the prior consent of Penrith Players
- 9) **Right of Entry** – Penrith Players reserve the right to refuse admission or re-admission to the Playhouse to any persons and to require any persons to leave the Playhouse during the period of hire.
- 10) **Control** – Penrith Players reserves to Penrith Players or their appointed representative and to Police Officers on duty at all times a right of entry to every part of the Playhouse in order to exercise the function of control and management of the Playhouse. The Hirer shall comply with all reasonable requests of the Playhouse Management on matters appertaining to the control and management of the Playhouse. The Hirer shall also, upon request by the Playhouse Management, engage appropriate stewards for the purpose of control.
- 11) **Structural Damage** – The Hirer shall not carryout any alterations to the building, nor shall they fix or make fixing for any apparatus, equipment or decoration without prior permission from Penrith Players.
- 12) **Vacation of Premises** – Hirers are requested to ensure the Playhouse is vacated by the time agreed with Penrith Players
- 13) **Parking** – The Hirer shall ensure so far as is reasonably practical that no car or other vehicle is allowed to be parked in any unauthorised position.

- 14) **Personal Property** – Penrith Players does not accept any responsibility for any personal property whilst in the Playhouse.
- 15) Penrith Players reserves the right to impose other conditions which are appropriate to any particular hire.
- 16) The Hirer may not operate the Sound and Lighting equipment installed at Penrith Playhouse without the express permission of Penrith Players.