



T H E

A R M S T R O N G

G A T H E R • C E L E B R A T E • I N S P I R E

Hire Terms

Venue Hire Terms & Conditions

Version 1.3

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1. Definitions

- **"Bar"**: The area in the Venue known as the Bar.
- **"Bar Takings"**: Any monies for the purchase of any goods purchased at the Bar.
- **"Basic Technical Assistance"**: This is limited to turning on standard room lighting, basic stage lighting, setting up included microphones or the projector; It does not include active sound mixing, specific lighting operation or operating projector content. (Additional technical assistant is available for a fee)
- **"Booking"**: The arrangements under this Hire Agreement.
- **"Compliance Payment"**: A payment that will, at the discretion of TCA, be taken if the Hirer does not comply with the conditions of this Agreement. This will only be taken after the end of the Hire Period and will be secured by way of a credit card hold or deposit.
- **"Event"**: The activity for which the Venue is hired.
- **"Hirer"**: The individual or organisation entering into the Hire Agreement.
- **"Kitchen"**: The area in the Venue known as the Kitchen.
- **"Late Licence"**: A licence granted by South Gloucestershire Council to allow the Venue to operate over the hours in their Premises Licence.
- **"Managed Hire"**: A hire where the Venue provides a Duty Manager, room setup, basic technical guidance, and oversight of Health, Safety, and Evacuation. Managed Hire includes one Duty Manager only. It does not include ushers, box office staff, or security personnel unless booked separately and confirmed in writing. The Duty Manager's primary role is building oversight and safety; they are not available for event-specific tasks such as ticketing or guest greeting.
- **"Nuisance"**: In the opinion of the Venue, any person or thing causing inconvenience or annoyance.
- **"Neighbours"**: Neighbouring residents, businesses, or any other persons.
- **"Load-In", "Set-up", "Pack-Down", and Load Out"**: The time before an activity to bring equipment in and set up for the activity and the time after an activity to take down and take away equipment for the activity.
- **"Premises License"**: The Premises Licence applicable to the Venue.
- **"PRS/PPL Licenses"**: The Venue's performing rights licences (The Performing Right Society and Phonographic Performance Limited).
- **"Risk Assessment"**: A process to identify hazards and evaluate risks.
- **"Special Effects"**: Illusions created for stage, film, or performance, including pyrotechnics, smoke machines, hazers, confetti cannons or naked flames.
- **"Standard Rate"**: The default hire rate for commercial entities, private individuals, private celebrations, and for-profit activities.

- **"Supported Rate"**: A discounted hire rate available strictly at the Venue's discretion for verifiable voluntary groups, registered charities, and not-for-profit community organizations.
- **"Unmanaged Hire"**: A hire where the Venue provides access to the space only. No Venue staff are present, and the Hirer assumes total operational responsibility for Health, Safety, and Evacuation.
- **"Venue"**: The Armstrong, including the theatrical space, function rooms, facilities, equipment, and areas described in the Hire Agreement.

2. Hire Period & Access

- **Access**: Hirer access commences when the first person associated with the Hire Agreement enters the hired Venue Space and ends when the last person from the organisation leaves.
- **Strict Timing**: Access is limited to the booked Hire Period. The Hire Period must include all Load In, Setup, Pack Down and Load Out.
- **Overruns**: Any access outside booked times (overtime) may incur additional charges at a minimum of 1.5x the charged rate.

3. Booking & Payment

- **Confirmation**: A booking is confirmed only when the Hire Agreement is accepted and any required deposit paid.
- **Balance**: The balance of the Hire Fee must be paid by the date specified in the invoice/booking system.
- **Methods**: Payments are to be made by Bank Transfer or Credit/Debit card. **The Venue is cashless and does not accept cash payments.**
- **Variation**: Hire charges may be varied at the discretion of Venue management. Existing confirmed bookings will be honoured at the agreed rate.
- **Booking Tiers & Misrepresentation**: The Venue offers different booking tiers (Standard/Supported and Managed/Unmanaged) based on the nature of the Hirer and the support required. The Venue reserves the absolute right to determine the appropriate tier for any booking. If it becomes apparent before, during, or after the Event that the Hirer has misrepresented their organization type or the nature of their Event to secure a lower rate, the Venue reserves the right to immediately invoice the Hirer for the difference in the appropriate hire fee, which will be payable within 7 days or deducted from the Compliance Payment.

4. Cancellation

- **By the Hirer:** The Hirer may cancel the booking for any reason, subject to the following charges:
 - **More than 60 days** before the Hire Period: Deposit refundable less administrative fees.
 - **30-60 days** before: 50% of Hire Fee payable.
 - **Less than 30 days** before: 100% of Hire Fee payable.
- **By the Venue:** If the Venue cancels the Hire due to Force Majeure or operational necessity, fees paid to the date of the cancellation will be repayable to the Hirer. The Venue is not liable for consequential losses.

5. Permitted Use & Restrictions

- **Purpose:** The Venue may be used only for the Event specified and the purposes described.
- **Sub-hire:** Sub-hire or transfer of the booking is not permitted.
- **18th Birthday Parties:** The Venue does not accept bookings for 18th birthday parties.
- **Car Parking:** The Car Park to the rear of the Venue is for staff and load-in only; it is not for general use by the Hirer or attendees unless agreed in writing.
- **Bicycles:** Bicycles are not permitted inside the building;
- **Animals:** No animals are permitted with the exception of Assistance Dogs. Performing animals require written approval and local authority licensing.

6. Health & Safety

- **Responsibility:** The Hirer is responsible for compliance with Health and Safety legislation and the Venue's Health & Safety policy.
- **First Aid:** The Venue provides basic first-aid boxes, but does not always provide a designated First Aider. The Hirer is responsible for providing adequate and appropriate first aid cover for their attendees based on the risk profile of their Event.
- **Risk Assessments:** The Hirer retains ultimate responsibility for the health and safety of their specific activities. For events involving physical activity, large audiences, or significant technical setups, the Venue will require the Hirer to submit a formal Risk Assessment at least 14 days prior to the Event.
- **Lone Working:** Lone working is not permitted within the Venue. There must always be a minimum of two persons present during the Hire Period.
- **Capacity:** The Hirer must comply with Venue capacity limits. If capacity is exceeded, the Hirer must reduce numbers immediately. Failure to do so may result in immediate termination of the Event.
- **Accidents/Hazards:** Any accidents, defects, or hazards must be reported to the Venue immediately.

7. Fire Safety & Evacuation:

- **Briefing & Familiarisation:** The Hirer must familiarise themselves with the Venue’s evacuation routes and assembly points at the beginning of their Hire Period.
- **Clear Exits:** The Hirer must ensure that all fire exits, escape routes, corridors, and stairs are kept entirely clear of obstruction at all times during the Hire Period.
- **Combustible Materials:** The use of highly combustible materials (e.g., hay, straw) or naked flames (including candles) is strictly prohibited without prior written consent from the Venue.
- **Evacuation & Safety Responsibility:** In the event of an evacuation responsibility is determined based on the hire type.

Hire Type	Evacuation & Safety Responsibility
Unmanaged Hires	The Hirer is entirely responsible for the Health, Safety, and Fire Evacuation of the building. The Hirer must familiarise themselves with all exits, fire extinguisher locations, and alarm points. In the event of a fire, the Hirer is solely responsible for evacuating their attendees, calling the emergency services, and ensuring nobody re-enters the building.
Managed Hires	The Venue’s Duty Manager acts as the designated Fire Warden. In the event of an emergency, the Hirer, their staff, and any Hirer-provided ushers must strictly and immediately follow the instructions of the Duty Manager to assist in the safe evacuation of the attendees.
Ushers (Venue Provided)	If the Hirer has paid for Venue Ushers, these staff operate under the direct command of the Venue Duty Manager for all safety, security, and evacuation procedures.
Ushers (Hirer Provided)	If the Hirer provides their own ushers/stewards, the Hirer must ensure they are briefed on evacuation routes. For Managed Hires, Hirer-provided ushers must introduce themselves to the Duty Manager upon arrival to receive a safety briefing.

8. Safeguarding

- **Policy Compliance:** Where activities involve children or vulnerable adults, the Hirer must comply with the Venue's Safeguarding Policy and relevant statutory guidance.
- **Hirer's Own Policies:** Any organisation or commercial entity hiring the Venue specifically to provide services or activities for children, young people, or vulnerable adults must have their own robust Safeguarding Policy in place.**Supervision:** The Venue does not provide supervision. The Hirer is responsible for adequate supervision at all times.
- **Licensing:** Performances involving children must be licensed by the local authority or covered by a Body of Persons Approval (BOPA). All children must be chaperoned.
- **DBS Checks:** The Hirer is entirely responsible for ensuring that their own staff, volunteers, and contractors have the appropriate valid DBS (Disclosure and Barring Service) checks in place prior to the Hire Period. The Venue reserves the right to request proof of these policies and checks.

9. Conduct & Behaviour

- **Responsibility:** The Hirer is responsible for the behaviour of all attendees, staff, and contractors they invite to the building.
- **Removal:** The Venue reserves the right to remove or refuse entry to any person causing a safety risk, nuisance, or acting aggressively.
- **Prohibited Items:** Smoking (including e-cigarettes), illegal substances, and “legal highs” are strictly prohibited. Gambling is not permitted.
- **Nuisance:** Should the Venue consider the Hirer is causing a Nuisance to Neighbours or the Venue, we reserve the right to stop the Event and request immediate vacation of the premises.
- **Staff & Volunteers:** The Armstrong is heavily operated by dedicated volunteers. The Hirer must ensure that all attendees, staff, and contractors treat venue volunteers with the utmost respect. Any abuse, harassment, or failure to follow the reasonable instructions of a volunteer or member of staff acting in their official capacity will result in the immediate termination of the Event without refund.

10. Equipment & Technical Requirements

- **Value Technical Fees:** Venue technical equipment is not part of your venue hire fee but is provided at a £0.00 technical equipment fee.
- **Authorisation:** Venue technical equipment must only be operated by personnel authorised by the Venue. The Venue may require a technician to be present (at an additional cost) to supervise equipment use.
- **External Equipment:** All electrical equipment brought in by the Hirer must be PAT tested and safe.
- **Reset:** All Venue-owned technical equipment used must be reset to its original default position, patching, and condition by the Hirer before the end of the Hire Period. Failure to do so will result in an additional technical reset fee being charged to the Hirer
- **Scenery/Staging:** Scenery must be constructed away from the Venue. No drilling, screwing, or nailing into Venue floors or walls is permitted.
- **Special Effects:** The Venue does not permit Special Effects without prior written consent.
- **Technical Capability:** The Venue is unable to provide advice on technical system capability beyond the basic system usage. (For more information please refer to our Technical Specification).
- **Technical Support:** The Venue is able to provide technical support in design and operation for an additional fee.
- **Technical Functionality:** The Venue is unable to absolutely guarantee any and all functionality of any technical provision. A technical failure of complimentary equipment does not entitle the hirer to a refund of their base venue hire fee. If continuous technical functionality is critical to the success of an event, the Hirer is strongly advised to hire dedicated backup equipment, which the Venue may be able to supply subject to availability and an additional hire fee.

11. Venue Licensing

- **Regulated Entertainment:** The Venue's premises license allows for the core forms of entertainment between the hours of 10:00 and 23:30 including Performance of a Play, Exhibition of a Film, Performance of Live Music, Playing of Recorded Music, Performance of Dance, Quizzes, Events, Comedians, Speech Presentations, Live Acts with or without voice amplification. The Venue license excludes Indoor Sporting Events and Boxing/Wrestling Entertainment.
- **Copyright Licensing:** The venue premises license does NOT provide any copyright licensing for any material (see section 11 below for copyright licensing information).

12. Film, Theatre & Entertainment Copyright Licensing

- **Screening Licences:** The reproduction of any film, TV, or live stream requires a screening licence (e.g., MPLC or Filmbankmedia) to obtain the rights to screen the content. The Hirer is responsible for acquiring this licence.
- **Grand Rights:** The Hirer must obtain applicable "Grand Rights" licences for reproducing theatrical works (musicals/plays) in full.
- **Incidental Music:** The Venue's PRS & PPL licence covers incidental background music for all non-commercial hires (e.g. Supported Rate). Commercial hirers (e.g. aerobics/dance classes, commercial concert promoters, and weight-loss groups) must obtain their own licensing to cover incidental music.
- **Played or Performed Music:** The Venue's PRS & PPL licence covers played or performed music for all non-commercial hires (e.g. Supported Rate). Commercial hirers (e.g. aerobics/dance classes, commercial concert promoters, and weight-loss groups) must obtain their own licensing to cover played or performed music.
- **Theatrical Music Restrictions:** The PRS & PPL license only covers the performance by non-commercial hires (e.g. Supported Rate) of individual songs from theatrical works is permitted *only* if the performance is *not* visually suggestive of the parent show (i.e., no costumes/choreography from the original show).
- **Exceptions:** Note on specific exclusions: Due to strict rights-holder restrictions, the performance of any songs or material from the musicals 'Grease' or 'The Greatest Showman' are expressly forbidden under our standard licensing and must be licensed completely separately by the Hirer.
- **Indemnity:** The Hirer shall reimburse the Venue for any costs, legal actions, or fines incurred due to the unlicensed use of music, film, or theatre material by the Hirer.

13. Catering, Bar & Alcohol

- **Venue Bar:** The Bar operates from the earliest time of 09:00 up to latest time of 23:30 (Last orders 23:15). It is operated by Armstrong Thornbury Enterprises (ATE) on behalf of The Armstrong solely by Venue staff. ATE retains all Bar Takings and all profits are donated to The Armstrong. A Late License may be available on request for a fee subject to a successful council application.
- **Alcohol Policy:** No alcohol may be brought onto the Premises by the Hirer or guests. Only Venue-supplied alcohol may be consumed.
- **Kitchen Use:**
 - The Kitchen must be left clean and all equipment returned to its original location.
 - We advise that self-catering is prepared/supervised by someone holding a valid Level 2 Food Hygiene Certificate.
 - The Venue accepts no responsibility for illness caused by external catering or self-catered food.

14. Cleaning, Waste & Damage

- **Condition:** The Venue must be left in a clean and tidy condition. Furniture must be returned to its original layout.
- **Waste:** The Hirer must use the provided internal bins. Any waste exceeding these bins must be bagged and removed from the premises entirely by the Hirer. Hirers are strictly prohibited from dumping waste in the venue's external commercial bins.
- **Damage:** The Hirer is responsible for all damage to the Premises, fixtures, or equipment caused by its staff, contractors, or attendees.
- **Storage:** Storage of Hirer's equipment after an Event is not permitted; items left behind may incur disposal charges.

15. Ticketing & Marketing

- **Responsibility:** The Hirer is responsible for ticketing their Event unless otherwise agreed.
- **Venue Ticketing:** The Hirer may utilise the Venue's integrated online ticketing system, managed by our events team, subject to separate ticketing terms and agreement.
- **Marketing Support:** The Venue may provide basic promotion (social media, newsletter, noticeboards) at its discretion, but the Hirer is primarily responsible

for promoting their Event. The Venue is not accountable for ticket sales performance.

16. Liability & Indemnity

- **Hirer's Property:** The Venue accepts no liability for loss, theft, or damage to personal property belonging to the Hirer, guests, or contractors.
- **Indemnity:** The Hirer indemnifies the Venue against all claims, damages, or costs arising from the Event, except where caused by Venue negligence.
- **Public Liability (Non-Commercial):** The Venue provides Hirer's Liability Insurance for non-commercial, private, and community-group hires (subject to policy terms). This covers accidental injury to the public or damage to the venue during the hire. The hirer is responsible for any and all excess payments for any claims made against the venue's policy arising from their hire. It is still recommended that hirers determine if they should have their own public liability for their activities.
- **Public Liability (Commercial):** All commercial hirers, formal businesses, and high-risk activities must hold their own valid Public Liability Insurance (minimum £2 million cover) and provide proof to the Venue upon request.
- **Cancellation & Consequential Loss:** The Venue's insurance does **not** cover the Hirer's financial losses, third-party contractor costs (e.g., external caterers), or loss of ticket revenue in the event of cancellation by either party. The Hirer is therefore advised to consider arranging their own Event Cancellation Insurance to cover any consequential losses associated with their Event.

17. Data Protection

- The Hirer must comply with UK GDPR and the Data Protection Act 2018 regarding any data collected from attendees.

18. Governing Law

- This Agreement is governed by the laws of England. The courts of England have exclusive jurisdiction.