



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 1.2

Contents

Contents.....	2
1. Definitions.....	3
2. Hire Period & Access.....	4
3. Booking & Payment.....	4
4. Cancellation.....	4
5. Permitted Use & Restrictions.....	5
6. Health & Safety.....	5
7. Safeguarding.....	5
8. Conduct & Behaviour.....	6
9. Equipment & Technical Requirements.....	6
11. Film, Theatre & Entertainment Licensing.....	7
11. Catering, Bar & Alcohol.....	7
13. Cleaning, Waste & Damage.....	8
14. Ticketing & Marketing.....	8
15. Liability & Indemnity.....	8
16. Data Protection.....	8
17. Governing Law.....	8

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.
- **"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.
- **"Nuisance"**: In the opinion of the Venue, any person or thing causing inconvenience or annoyance.
- **"Others"**: Neighbouring residents, businesses, or any other persons.
- **"Pack Down"**: The time after the Event activity used to return the space to its original condition and depart.
- **"Premises Licence"**: 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 and Method Statement"**: A process to identify hazards and evaluate risks (Risk Assessment), combined with a step-by-step guide on how to complete a task safely (Method Statement).
- **"Special Effects"**: Illusions created for stage, film, or performance, including pyrotechnics, smoke machines, hazers, and confetti cannons.
- **"Venue"**: The Armstrong, including the theatrical space, function rooms, facilities, equipment, and areas described in the Hire Agreement.
- **"Venue Health and Safety Requirements"**: As determined by The Armstrong Health & Safety Policy.

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 set-up, build, pack-down, and load-out time.
- **Overruns:** Any access outside booked times (overtime) may incur additional charges.

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.

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.
- **Bicycles:** Bicycles are not permitted inside the building; external cycle racks are provided.
- **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.
- **Risk Assessments:** The Hirer shall, where requested, prepare and submit a Risk and Method Statement relating 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. Safeguarding

- **Policy Compliance:** Where activities involve children or vulnerable adults, the Hirer must comply with the Venue's Safeguarding Policy and relevant statutory guidance.
- **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.

8. Conduct & Behaviour

- **Responsibility:** The Hirer is responsible for the behaviour of all attendees, staff, and contractors.
- **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.

9. Equipment & Technical Requirements

- **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:** Any Venue-owned technical equipment used must be reset to its original position and condition by 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 (smoke, pyrotechnics, etc.) without prior written consent.

11. Film, Theatre & Entertainment Licensing

- **Screening Licences:** The reproduction of any film, TV, or live stream requires a screening licence (e.g., MPLC or Filmbankmedia). 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 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 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 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).
 - *Note:* This specifically excludes songs from "Grease".
- **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.

12. Catering, Bar & Alcohol

- **Venue Bar:** The Bar operates from 09:00 up to 23:30 (Last orders 23:15). It is operated solely by Venue staff. The Venue retains all Bar Takings.
- **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.

13. Cleaning, Waste & Damage

- **Condition:** The Venue must be left in a clean and tidy condition. Furniture must be returned to its original layout.
- **Waste:** All excess rubbish must be removed by the Hirer.
- **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.

14. Ticketing & Marketing

- **Responsibility:** The Hirer is responsible for ticketing their Event unless otherwise agreed.

- **Venue Systems:** The Venue ticketing system (Lemon Booking) may be used for ticket sales if agreed.
- **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.

15. 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.
- **Insurance:** For public events or high-risk activities, the Hirer must hold valid Public Liability Insurance.

16. Data Protection

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

17. Governing Law

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