

HIRE of FACILITIES TERMS & CONDITIONS (V1.2)

These terms and conditions are applicable for any room booking agreed between the “Hirer” and the Wiltshire Music Centre Trust Ltd (hereinafter called “WMC”), for the “Activity”. By proceeding with the booking, the Hirer is deemed to have accepted the following terms and conditions for the room hire at WMC.

These terms and conditions supersede any terms and conditions previously agreed between WMC and the Hirer, whether expressed or implied. These terms and conditions shall be governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to hear and determine any dispute, action or claim that may arise out of or in connection with it.

1. AVAILABILITY AND BOOKING

1.1 Any enquiry for a room booking should be submitted to WMC via hires@wiltshiremusic.org.uk or by coming to the Box Office or by ringing 01225 860 100 Option 4. Availability is subject to a wide range of activities taking place in the Centre so early booking is recommended.

1.2 Hire charge and booking shall be confirmed in writing at the time of booking by the WMC. The booking is not confirmed until the Hirer has received the confirmation email from WMC.

1.3 All room hire incur hire charges at the applicable rate in line with the hire rates, depending on the type of Hirer. All bookings must be for a minimum of one hour with 30-minute slots available thereafter; any unused time will not be refunded.

1.4 WMC reserves the right to refuse applications or requests for hire.

1.5 Bookings must be made so as to include ‘set-up’ and ‘get-out’ time

1.6 Any overruns of 10 minutes or more over you booked time will result in an extra 30-minute hire charge

2. SETTLEMENT

2.1 Billing will be prepared by the finance team monthly in the first week of the month following the booking.

2.2 Any balance due to WMC should be paid by the Hirer to WMC within 14 days of

invoice as per WMC’s standard payment terms.

2.3 For any query, the Hirer can contact WMC by emailing hires@wiltshiremusic.org.uk or ringing 01225 860 100 Option 5.

KEY INFORMATION

3. ROOM CAPACITY AND STAFFING

3.1 The gross seating capacity of the Auditorium is 301.

The seating capacity of the other WMC spaces is as follows:

- Henry Smart Room: 80 seated (60 with performance area)
- Nestlé Room: 60 seated (40 with performance area)
- Teaching Room 1: 150 seated (120 with performance area)
- Teaching Room 2: 50 seated (35 with performance area)
- Studios (each): 4 seated

3.2 Room capacities are subject to change in line with current government guidance – see *Section 10*

3.3 At any time, the maximum number of persons, including performers and staff, permitted in the Centre is 600: 450 in the Auditorium and 150 elsewhere in the building.

3.4 WMC will provide at least one member of staff (Duty Manager) for the duration of the hire all enquiries during the Activity should be directed to this person.

4. ROOM AND TECHNICAL SETUP REQUIREMENTS

4.1 The main Auditorium has been purpose-designed and has an ideal warm acoustic for a wide range of music. The Auditorium has an in-built PA system which is available to hire along with the services of a qualified Venue Technician subject to availability.

4.2 The Auditorium has white downlights over the platform which provide a good shadow-free light for reading music. The hire package includes a basic pre-set lighting state controllable via a wall mounted control panel.

4.3 Orchestral risers are kept on the stage as standard. These can be removed, if necessary, but this requires advance notice and may attract an additional fee.

4.4 Video production, sound recording, and livestreaming are additional services

available on request and a specific quote can be provided by WMC.

4.5 The Hirer must notify WMC of any specific or additional requirement at least 3 months before the date of the Activity and provide a clear technical specification with stage/seating plan. WMC will confirm availability and cost, as it may require specific equipment, set up or a qualified technician to assist, and a revised agreement will be signed with the Hirer. WMC will pass on to the Hirer the cost of any equipment hired, plus VAT.

4.6 The Hirer should notify WMC of any later changes to the technical requirements and as soon as possible so that relevant amendments can be made, and a revised agreement is signed in good time. Late changes to set up may not always be able to be facilitated

4.7 All electrical equipment, leads, plugs, sockets and connections brought in for use in the Centre by the Hirer or on their behalf must be in safe working condition with current PAT test certificates. WMC reserves the right to prohibit the use of any equipment it deems unsuitable.

4.8 Strobe lighting may only be used with prior written permission of WMC—The use of smoke machines is not allowed in any part of the building without prior agreement.

5. CAR PARKING AND ACCESS

5.1 Vehicles delivering equipment or instruments can temporarily park by WMC Stage Door by agreement with the WMC. All vehicle engines must be turned off whilst stationary in the car parks. The Hirer should not use the WMC disabled parking bays unless clearly displaying a valid Blue Badge. Coaches should use the Ashley Road car park for both drop-off and parking with prior permission.

6. FIRE REGULATIONS

6.1 It is a condition of the Centre’s public entertainment licence that all fire exits, fire notices, gangways and corridors are kept entirely free from any obstruction to enable all to exit the building swiftly in the event of evacuation being necessary. It is a condition of this Agreement that the Fire and Safety regulations outlined in this document are observed by the Hirer. WMC has the right to cancel, halt or not start any event or activity that does not observe the current regulations.

6.2 Any bags should be kept in the rooms designated for use. Fire doors are labelled “Fire door keep closed” and must be kept

closed but open-able and unobstructed on both sides when the building is in use. Should the fire alarm sound, or any situation requiring the sudden evacuation of the building occur, the WMC Duty Manager will let the Hirer know what is happening and give advice accordingly. The Hirer should follow WMC staff's instructions.

6.3 Groups using the Auditorium and/or other rooms in the Centre for any public event must ensure that everyone using the building complies with the regulations and policies. If the number of attendees or expected number of audience members is such that compliance with the regulations might cause a problem, the Hirer should discuss this and any other query with WMC management well in advance of the activity and preferably at the time of booking.

6.4 The Hirer must sign in and out of the WMC by using the iPad signing in point on the Box Office desk or by using the Sign In App if this has been supplied to the hirer

6.5 The Hirer will be responsible for the whereabouts of the persons involved in the Activity. They must be available to assist the Duty Manager in evacuation procedure in the case of fire alarm activation. The Hirer will be required to identify any persons in the building involved in the activity and to alert the Duty Manager of their presence.

6.6 WMC is a no smoking venue (this includes e-cigarettes).

7. NOISE NUISANCE

7.1 WMC is in a residential neighbourhood. WMC is constrained by the licensing authority not to cause or allow noise egress from the Centre or its grounds to adversely affect its neighbours. It is a condition of this Agreement that the Hirer undertakes not to cause or allow noise to escape from the building through doors left open during get-in, get-out, sound-check, rehearsal or performance, nor to unload or load equipment noisily, leave engines running, bang doors of the building or vehicles, use vehicle horns or alarms, or raised voices in a way likely to disturb neighbours. The site will be cleared by the Hirer by 9.30pm unless otherwise agreed.

8. SAFEGUARDING

8.1 WMC is an equal opportunities employer committed to safeguarding and promoting the welfare of children, young people and vulnerable people and expects all users of the Centre to share this commitment.

8.2 In accordance with its Safeguarding Policy, WMC needs to know if there is someone under 18 performing or backstage. If any performers / attendees under the age of 18 are taking part in the

activity, the Hirer shall email WMC to confirm arrangements with WMC Designated Safeguarding Lead. The Hirer should return a copy of the Hirer's Safeguarding Policy and the name and contact details of the Hirer's Designated Safeguarding Lead.

8.3 The Hirer undertakes to ensure that staff responsible for managing activities in the Centre are aware of current fire regulations, emergency evacuation and Health & Safety procedures in respect of the Centre.

8.4 The Hirer undertakes to ensure that all its personnel observe the WMC Safeguarding Policy. Group leaders (e.g., teachers accompanying groups, community group leaders) are to be responsible for the welfare of the children, young people and vulnerable people in their care, either on or off WMC premises. The Hirer must provide the appropriate number of supervising adults for safeguarding and safety purposes at all times.

8.5 The Hirer is responsible for completing their own risk assessment for the Activity.

9. PUBLICITY AND MARKETING

9.1 Advance publicity must comply with the following guidelines. WMC reserves the right to prohibit the issue of any publicity material for Activities at WMC that it considers may be objectionable, inappropriate, or misleading.

9.2 The purpose of these guidelines is to ensure that WMC is accurately portrayed on publicity materials and that it is clear from the publicity who is responsible for promoting any activity. The guidelines also act as a checklist to safeguard against errors which may cause public confusion.

9.3 The name of "Wiltshire Music Centre" must always appear in full and must not be abbreviated.

9.4 "Wiltshire Music Centre" must not appear above or in a larger type face than the title of the Activity or name of the hiring organisation.

9.5 Under no circumstances must the logo of WMC be used on publicity material unless this has been agreed in advance with WMC's management.

9.6 Once printed, copies of publicity material must be sent to WMC to enable staff to answer enquiries from the public.

9.7 Inclusion in the WMC season brochure (published twice a year) is subject to the approval of the Head of Communication and may not be available to all Hirers. This service may incur a charge.

9.8 For any queries regarding publicity and marketing, the Hirer should contact WMC on hires@wiltshiremusic.org.uk or call 01225 860 100 Option 5)

10. COVID-19 SPECIFIC MEASURES AND RESPONSIBILITIES

Please refer to our website for the latest information. Any information on the WMC website relating to Covid-19 measures taken by WMC supersedes all clauses within these T&Cs, where applicable.

11. WMC shall

11.1. Give the Hirer use of the agreed facilities between the times specified in writing by email for the purpose of get in, fit up, activity, strike and get out.

11.2. Provide limited technical assistance as agreed between the Hirer and WMC and for the agreed fee.

11.3. Provide a plan of the venue and a map of how to get to WMC on request.

11.4. Provide a technical information sheet on request.

11.5. Retain control of the Centre both for accommodation and protection of the public and for the fulfilment of all obligations laid upon WMC by any licence relating to the Centre.

11.6. Process the Hirer's data as necessary to administer the Agreement with the Hirer in various IT systems and digital files. All data is processed according to WMC's Privacy Policy which is available on the WMC website www.wiltshiremusic.org.uk or on request. WMC may make the Hirer's information available to those who provide products or services to WMC such as banks, finance administrators, transport and accommodation providers, regulatory authorities, and as may be required by law.

12. The Hirer shall

12.1. Undertakes to ensure that they understand these Terms & Conditions for the time being in force.

12.2. Pay WMC the Hire Charges and any other Applicable Charges for the agreed hire of spaces.

12.3. Provide a technical specification with details of all technical requirements (if required) for the Activity to the WMC.

12.4. Inform WMC if there is someone under 18 performing or backstage taking part in the Activity and submit their Safeguarding Policy if applicable.

12.5. Provide all relevant marketing information upon WMC's request for inclusion in WMC brochure (if applicable).

12.6. Be responsible for the health, safety and welfare of the performers and others in their group and for undertaking their own risk assessments as required.

12.7. Comply with all WMC Health and Safety regulations and notify WMC immediately on becoming aware of any accident or injury occurring at the Centre.

12.8. Not permit more than the maximum number of people specified to be in any room at any time.

12.9. Not move or remove the resident Steinway model D concert grand piano from the Auditorium platform, or any instrument(s) belonging to WMC in the building, without the express permission of WMC and agreed at least two weeks before the date of the Activity, for which an additional fee may be charged.

12.10. If expressly permitted by WMC, only use or permit the use of the resident Steinway model D concert grand piano for playing in the normal way with the feet on the pedals and bare hands on the keys. Any performance requiring abnormal playing of the piano or instrument specially prepared or adapted must be agreed with WMC in advance.

12.11. Provide any additional equipment and electric wiring required for the Activity, such equipment and electric wiring must be PAT tested within the 12-month period prior to the Activity and so insulated and so protected and placed as to be safe in the circumstances.

12.12. Notify WMC and seek written permission before using any strobe lighting.

12.13. Not bring spirit stove, naked flame, pyrotechnic devices, candles, incense, lamps, inflammable gas or spirits into the Music Centre without prior permission from WMC and the Licensing Authority.

12.14. Render non-flammable all scenery, cloths, draperies, gauze cloths, floral decorations, properties, hangings, curtains and all fabric decorations used during the Activity

12.15. Not do or allow to be done in the Centre anything to obstruct any gangway or means of exit, anything involving danger to the audience or anything that may invalidate any policies of fire or other insurance.

12.16. Agree to adhere to all fire regulations and follow instructions given by WMC staff in the event of an emergency.

12.17. Abide by all regulations imposed by statute or any competent authority with reference to or in connection with the Centre or any performance therein.

12.18. Remove all equipment belonging to the Hirer from the Centre immediately after the Activity and leave the premises in a clean and tidy condition.

12.19. Clear the site by 9.30pm unless otherwise agreed.

12.20. Not sub-let the Centre or pass on responsibility for this Hire to a third-party.

12.21. Be responsible for the security and insurance of the Hirer's own equipment and all other property while on the premises of the Centre.

12.22. Obtain insurance cover for public liability insurance for a minimum of £1 million.

12.23. Consider cancellation insurance as this is the responsibility of the Hirer.

12.24. Be liable for and make good any damage done to the Centre, its fixtures and fittings or other property of WMC caused by the act or the neglect of the Hirer or the Hirer's staff, their agents, service providers or employees. It is the responsibility of the Hirer to take out adequate insurance to cover this liability.

12.25. Indemnify WMC from and against all claims demands, actions or proceedings in respect of the death or injury howsoever and whomsoever caused of or to any persons which shall occur or arise from any accident or occurrence which shall happen while such person is on or upon any part of the premises during the period of hire or in respect of any loss or damage suffered or sustained by any person in consequence of any such death or injury, all claims, demands, actions, or proceedings and any loss, damage or injury which may be brought against or suffered by the directors arising from or in consequence of the non-observance or non-performance of any of these Terms & Conditions of Hire or any act, neglect, default or omission of the Hirer, his/her agents, servants or visitors, any claim under copyright law.

12.26. Not, nor allow any other person to, take any photographs in WMC at any time or to make any recordings of the whole or any part of the Activity without the prior written permission of WMC and anyone taking part in the Activity.

12.27. Not do or say anything in or about WMC which may injure the reputation of WMC or say or allow to be publicised anything which may harm the sale of tickets and services.

12.28. Not bring animals, except guide dogs, into the Centre without prior permission from WMC management

12.29. Not allow any alcoholic or other beverages into WMC for sale or issue to members of the public without prior permission of the Centre management. WMC reserves the right to charge a fee for bringing drinks into the Centre for this purpose.

12.30. Accept the sale by WMC or other agencies, (if applicable) of merchandise which complements the Activity.

12.31 Not fix any items to the Centre's walls, ceilings or floors using Blu-tac, Sellotape, pins etc. without prior permission from WMC. Any damage, or cleaning costs incurred due to use of the above, the Hirer will be held liable.

13. CANCELLATION

13.1 Should the Hirer cancel this agreement for any reason, the Hirer should notify WMC in writing and a cancellation charge (together with any costs incurred by WMC relating to the Activity) will be payable by the Hirer to WMC as follows:

- 13.1.1 For all spaces other than Studios 1-4, 100% of the total hire charge plus any applicable charge if the cancellation occurs within 14 days of the date of the Activity.
- 13.1.2 For all Studios, 100% of the total hire plus any applicable charge if the cancellation occurs within 48 hours of the time of the activity

13.2 If a Hirer is a regular weekly user, WMC reserves the right to cancel all, or part of, certain bookings in favour of one-off bookings. Such cancellations shall not occur more than once a month, and at least 14 days' notice shall be given by WMC to the Hirer of such cancellation.

13.3 WMC reserves the right to cancel an event when it deems that there is a significant health and safety risk to visitors, participants, audience members, performers or staff. In the event of such cancellation, WMC will not accept liability for any loss of income, profits, consequential loss or reputational loss incurred by the Hirer who is contractually obliged to hold adequate Activity Cancellation insurance.

13.4 If an Activity is cancelled, it is the responsibility of the Hirer to inform the participants, press/media and other relevant organisations.

13.5 The arrangement herein stated shall be null and void in the event of WMC being closed as a consequence of force majeure (including but not limited to fire, war, public calamity, epidemic, act of God, Royal demise, severe weather event, any other

major incident) or in consequence of WMC being closed due to repairs carried out in accordance with the demands of any licensing authority. In the case of these events, the Hirer shall have no claim against WMC.