



## General Information and Conditions of Hire

### DEFINITIONS

#### **'General Booking Conditions'**

This document.

#### **'The Venue'**

Any of the following rooms (used singly or in combination including shared spaces) at Montgomery Hall, Surrey Street, Sheffield, S1 2LG

**The Gallery**  
**The Old Library**  
**Dressing Room 1**  
**Dressing Room 2**  
**Dressing Room 3**  
**Dressing Room 4**  
**The Studio**  
**The Annexe**  
**The Theatre**

#### **'The Booking'**

An agreement between You and Us to hire a room, or a number of rooms, and for any additional services We provide for You at The Venue on an agreed date or series of dates.

#### **'Fees and Charges'**

The total amount payable to MACCS Ltd for The Booking, in accordance with the MACCS Ltd's standard fees and charges.

#### **'MACCS Ltd'**

Montgomery Arts and Christian Centre Sheffield Limited  
Montgomery Hall  
Surrey Street  
Sheffield  
S1 2LG

#### **'The Event'**

The stated activity or series of activities or function to be held at The Venue for which The Booking has been made.

#### **'The Hirer' and 'You'**

The person(s) who sign(s) the venue contract form, must be 18 years of age or over at the time of making The Booking. When The Booking is made on behalf of a commercial, business or other organisation, "The Hirer" and "You" includes such an organisation, and the person signing the venue booking form shall be deemed to be authorised to do so on behalf of such organisation and, as such, must be attending The Event and will be jointly or severally responsible to the MACCS Ltd. for the payment of the hire charges and for the strict observance of these General Booking Conditions.

#### **'We' 'Our' 'Us' or 'MACCS Ltd.'**

Montgomery Arts and Christian Centre Sheffield Limited acting by its Centre Manager, or in his/her absence another employee of the company.

**Please note that there are no ground floor rooms and there is no disabled access.**

## SECTION I

## USING THE VENUE

### (a) Requesting the use of The Venue

- i. Requests to use The Venue may be made in person, by telephone, by post or by email by any person over the age of 18 years.
- ii. Requests can be made at any time in advance of the date in which You are interested.
- iii. Following your request You will receive a contract. You must check the details it contains and read these General Booking Conditions before signing the contract and returning it to The Venue with your deposit.
- iv. If the contract is not signed and returned with your deposit within 14 calendar days your dates will be made available to other hirers.
- v. We reserve the right to refuse a request without stating the reason for so doing.

### (b) Confirmation of The Booking

- i. Your request to use The Venue becomes a Booking when We receive back from You the signed copy of the contract and your non-refundable 25% deposit.
- ii. Each time the details of Your Booking are updated We will send You a revised contract which must be signed and returned to The Venue. This must be done before any additional rooms or periods are used.

### (c) Fees and Charges

- i. We make a charge for the following: room hire; equipment hire; technical assistance.
- ii. Room hire charges are applied to the total time of The Booking in whole hours, which must include the time You require to set up your Event and the time it will take for You to be clear of The Venue. The total time of The Booking may be different to the hours of The Event (i.e. it will be greater).
- iii. An additional room hire charge will be levied at the prevailing hourly rate for each hour, or part thereof, should The Venue be occupied by You or your property outside of the period of The Booking.
- iv. You shall ensure that You keep yourself and your property within the areas allocated by Us for the purpose of The Event. Any unauthorised additional spaces that are used will incur a further charge.
- v. Room hire charges include the following: the provision of hired space with reasonable access; furniture; reasonable heating and lighting. Kettle and cups can be provided by prior arrangement at no additional cost.
- vi. Room hire charges do not include any additional services and/or special equipment (for example additional lighting, photocopying, use of telephones etc.) These can usually be provided and may be at extra cost. It may not be possible to provide additional services and/or special equipment in some parts of The Venue or at very short notice.
- vii. The fabric of The Venue, its furniture, fixtures and fittings must not be removed or defaced or damaged in any way. The use of nails, screws, adhesives or any other means of fixing to the structure of the building or its fittings is prohibited, unless prior written agreement is given by The Venue. You shall be liable to indemnify Us (a) for any damage to MACCS Ltd property including the full repair or replacement or cleaning costs (as We consider necessary) and (b) for any damage to or soiling of The Venue (including rubbish removal) or for damage to or soiling of any equipment provided by MACCS Ltd . We reserve the right to invoice You for any such costs in addition to any sums due from You under this agreement.
- viii. MACCS Ltd is not to be liable for any infringement of copyright howsoever arising. The Hirer shall indemnify the MACCS Ltd against all liability and against all actions, costs, claims and demands in respect of any infringements of copyright.
- ix. Fees and charges will be based on Our standard fees and charges, which are normally reviewed annually. A list of current standard rates is available upon request.
- x. A surcharge may be added at any time, but not less than three months before the date of the proposed event, due to unforeseen increase in utilities. Upon notification of this You may cancel The Booking with no financial penalty.

### (d) Payment for bookings

- i. Following receipt of a signed contract and deposit, You will be invoiced 6 weeks prior to the start date of The Event. Invoices must be settled in full 14 calendar days prior to The Event
- ii. If an invoice remains unpaid 14 calendar days prior to the start date of The Event The Booking will be cancelled. The Hirer will be liable for any losses and administration charges arising as a result of such cancellation. See clause (f)iii for details.
- iii. Any billing adjustments will be made immediately following an Event. A further invoice will be issued, which must be settled in full within 14 calendar days.
- iv. Bookings made within 14 calendar days of the date of The Event will require settlement in full immediately.

- v. Late payment on invoices may result in future bookings being declined and any existing bookings being cancelled.

**(e) Methods of Payment**

- i. Payments may be made by BACS, in cash or by a cheque. (Please state invoice no. when paying by BACS)
- ii. BACS payment details are as follows:-
  - Account Name: Montgomery Arts and Christian Centre Sheffield Ltd
  - Bank: Unity Trust
  - Sort Code: 08-60-01
  - Account: 20292487
- iii. Cheques and/or bankers draft must be made payable to MACCS LTD
- iv. Cheques will only be accepted as payment if presented more than 15 working days prior to the date of The Booking.
- v. Any cheques that are returned will incur a £15 admin fee.

**(f) Cancellations**

- i. If, in the unlikely circumstances and for whatever reason, We cancel your Booking You will be entitled to a full refund of all of the pre-paid charges in respect of Your Booking. No further compensation whatsoever shall be payable to You for loss or damage whatsoever suffered or to be suffered as a result of the cancellation. This applies to all customers. It is emphasised that this will happen in quite exceptional circumstances only.
- ii. If You fail to pay an invoice by the due date prior to the date of Your booking (as outlined in Section I (d)ii) You will be deemed to have cancelled The Booking. This applies to all customers.
- iii. All cancellations must be received in writing and the following conditions will apply:
  - Cancellation received by MACCS Ltd more than 30 calendar days in advance of the start of the Booking – deposit forfeited.
  - Cancellation received by MACCS Ltd between 7 and 30 calendar days in advance of the start of the Booking – 50% of all room hire charges will be payable
  - Cancellation received by MACCS Ltd 7 calendar days or less in advance of the start of the Booking – full payment required.

**(g) Proper use of the Venue**

In applying to use The Venue You agree to:-

- i. respect the Christian Ethos of MACCS
- ii. use the accommodation for the purpose specified at the time of making Your request.
- iii. seek permission, in advance, from Us before the foyer areas and corridors are used for purposes other than servicing an audience. Unauthorised use may incur additional charges.
- iv. adhere to 'The Smoke-free (Premises & Enforcement) Regulations 2006' which make it against the law to smoke in enclosed or substantially enclosed public spaces. Smoking is not permitted in any of the internal areas of The Venue or on the entrance steps.
- v. abide by any specific requests made by Us during the period of Your Booking in respect of the use of The Venue by You and/or your guests.

You must also ensure:-

- i. that good order is maintained at all times by everyone attending your Event and compliance with Our requests for the exclusion of anyone acting in a disorderly manner.
- ii. that no unlawful betting, gaming or lotteries are allowed to take place.
- iii. the proper care and supervision of children and Young people. (see Section I (i))
- iv. that You and/or Your contractors take the necessary precautions to protect the health, safety, welfare and well-being of everyone attending Your Event and that of any other users of The Venue in the building at the same time as Your Event.
- v. that the designated exit ways are kept clear and unobstructed at all times.
- vi. that You conduct Your affairs in such a manner as to avoid danger, annoyance and disturbance to other users of the premises or to occupiers of neighbouring properties.
- vii. that You engage the services of a registered security services company if We request You to do so.
- viii. that candles and/or tea lights are only used with the written consent of MACCS Ltd.
- ix. that the use of helium filled balloons is not permitted.
- x. that You do not put Yourself or Your guests at any risk of injury, whether intentional or not, by means of any dangerous physical activities.

- xi. that nothing is done, permitted, or omitted contrary to any provision made by or under any statute in force at the time of The Booking.
- xii. that any accidents/incidents that occur are reported to MACCS Ltd staff immediately.

**(h) Responsibilities or building rules**

- i. MACCS Ltd shall not be held responsible for any property introduced into The Venue, or left behind at the conclusion of The Booking, or for any loss or damage to such property.
- ii. All equipment and other property must be removed at the end of The Booking. MACCS LTD reserves the right to dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same
- iii. Only electrical items that have been PAT tested within the last 12 months may be used in the building. PAT testing can be arranged. See price list for current charges.
- iv. You are responsible for setting up the The Venue and restoring all furniture and equipment to its original position at the end of The Booking.
- v. MACCS Ltd reserves the right of its employees or agents to have at all times free and unimpeded entry to any part of the building, whether it is in use by the Hirer or not.
- vi. The Hirer will comply at all times with all lawful requirements and/or instructions of:-
  - (1) Any employee of MACCS Ltd.
  - (2) Police Officers.
  - (3) Fire Officers.
  - (4) Health and Safety Officers.
  - (5) Environmental Health Officers

**(i) Catering**

- i. We reserve the right to provide refreshments at any/all events held at the Venue.
- ii. You may not bring food or drink into The Venue for resale to guests or to the public.
- iii. Unless the circumstances are exceptional, in which case it will have been agreed in writing in advance by us, You may not bring food other than light refreshments or samples into The Venue for consumption by guests or by the public.
- iv. If requested when booking a room a kettle and cups can be provided for making drinks. All equipment provided by MACCS must be washed up and returned to its storage box after use.
- v. Neither You nor Your guests are permitted to serve alcoholic drinks at The Venue unless the circumstances are exceptional and permission has been given in advance.

**(j) Events for/by children, young people and/or vulnerable adults**

- i. The Hirer must have a safeguarding and protection policy and is responsible for obtaining suitable disclosures for relevant persons

**(k) Variations to Your booking**

For all Bookings We reserve the right to:-

- i. allocate a different area to the one booked according to prevailing circumstances.
- ii. terminate Your Booking in cases of unreasonable behaviour or wilful damage.
- iii. request You to withdraw or cease any activity which puts You, Your guests, the public, Us or the premises at any risk.
- iv. cancel The Booking if it becomes apparent that the nature or operation of it is not as declared to Us at the time We accepted it.

**SECTION 2**

**PUBLICITY**

- i. You should not commit yourself to any paid advertising, publicity or promotional campaigns prior to Our confirmation that We have accepted your Booking.
- ii. The absence of disabled access must be made clear on all publicity/communication relating to The Event. Please state 'Disabled access is not available'
- iii. The design of any/all publicity material relating to events taking place at The Montgomery must be in accordance with 'The Montgomery Brand Identity Guidelines' and approved in advance. A copy of the guidelines may be obtained from The Venue.
- iv. Temporary external and internal signs. You may not hang banners, billboards or similar advertising material from any part of The Venue. You will be charged for any damage to walls and/or paint work. Display areas are available for publicity both internally and externally. Use of these can be arranged when booking. No unauthorised displays will be allowed.
- v. Fly posting is not permitted.

### **SECTION 3**

### **LICENSES**

- i. MACCS Ltd has been granted a Premises Licence under the Licensing Act 2003 for the provision of regulated family entertainment between the hours of 10:00 and 23:00.
- ii. The Premises Licence does not have provision for operating an alcoholic bar within The Venue; therefore We cannot allow any alcohol to be sold on the premises.
- iii. Hirers shall ensure that there are in force all permissions and licenses which may be required by law for The Event and to comply with any conditions which may be attached to any such permission or licence. In particular The Hirer shall not infringe:
  - the public performance of copyright work (including the playing of live music and records).
  - The premises licence or conditions attached to the licence.
- iv. It is the responsibility of The Hirer to ensure that they have the consent of Phonographic Performance Limited for the public use of sound recordings.
- v. No broadcast or television performance, live or recorded, shall be made from The Venue without the prior consent in writing of MACCS Ltd. Applications for such consent shall be made at least 14 calendar days before the date of the proposed recording or transmission.

## **Additional Conditions of Hire for Performances**

### **SECTION 5**

### **STAFFING**

- i) We will provide a minimum of one member of staff at all times when the building has been hired.
- ii) You are responsible for providing a House Manager and a minimum of one adult steward for each door of the performance room to ensure public order and safety at your Event.
- iii) You may provide your own technical staff providing they have been approved in advance by the Facilities and Technical Manager. Technical staff can be provided by The Montgomery, this must be requested when making your booking.

### **SECTION 6**

### **PUBLIC LIABILITY INSURANCE**

- i) We advise all hirers of the venue to have third party public liability insurance to a minimum sum of £2 million.
- ii) The policy should indemnify MACCS Ltd. against any costs, claims, expenses or proceedings in respect of any damage caused to real or personal property and in respect of any personal injury to or death of any person unless MACCS Ltd. is itself negligent.
- iii) You should also ensure that any contractor you use in connection with your Booking and the activities associated with it also maintains his/her own third party public liability insurance for the said risks up to and including £2 million for any/each individual claim.

### **SECTION 7**

### **PERFORMANCE RULES**

- i) You should ensure that the stage area is kept clean and tidy. The entire stage area must be cleared of all surplus production equipment and materials before the first performance.
- ii) You should ensure that all stage settings, materials and production rubbish introduced by the company are dismantled and removed from the premises at the end of the booking period. Waste materials, paint and batteries in particular, shall not be disposed of at the Venue.
- iii) You should ensure that no equipment, of any description, is installed at the Venue without first seeking the permission and advice of the Facilities and Technical Manager
- iv) The Venue is cleaned each morning from Monday to Friday and on Saturday morning if there is a performance The Hirer using the Venue during the day on which a performance is due to take place or who is performing a matinee or on a Sunday or Bank Holiday, shall make arrangements at its own expense for the cleaning of the auditorium, foyers and other relevant areas before the audience is admitted.
- v) You must not make any unauthorised alterations to lighting, heating, seating, gangways, fixtures or fittings, stage equipment or curtains.
- vi) Permission for the use of smoke machines, incendiary devices and confetti canons must be obtained from the Facilities and Technical Manager before arrangements to use them are made. It should be understood that agreement may not be given.
- vii) You should ensure that notices are posted in the Front of House areas to give advice of special effects that may affect members of the audience. Arrangements for this should be made through the Centre Manager

- viii) You should provide on demand, and in advance, a copy of the actual script that is to be performed or a copy of the programme of entertainment.
- ix) The Montgomery has a standard lighting. Rig alterations and additions to this may only be made with the prior approval of the Facilities and Technical Manager. The rig must be returned to standard at the end of the booking period.
- x) You should ensure that the Facilities and Technical Manager is advised at least 3 weeks prior to the commencement of The Booking of the technical requirements for their production. Production plans, including set design, lighting and sound must be discussed prior to the get-in, in order to identify any areas of concern and to prevent unnecessary problems.

## **SECTION 8**

## **TICKETING**

- i. Some tickets for all performance events taking place at the Venue must be sold through our ticket agent. Details of this are available from the Centre Manager
- ii. You should ensure that all tickets state that there is no disabled access and warn of any special effects that may affect members of the audience.
- iii. You should provide names and contact numbers for two people available to answer queries on tickets.

The Montgomery – an operating name of Montgomery Arts and Christian Centre Sheffield Ltd, a non-profit making company limited by guarantee, registered in England and Wales No. 07963026 Charity No. 1148489.

---