

20TH CENTURY THEATRE

291 WESTBOURNE GROVE LONDON W11 2QA
TEL : 020 7 229 4179 FAX : 020 7 243 1526 www.20thcenturytheatre.com

STANDARD CONDITIONS OF HIRE

PLEASE SIGN THIS PAGE TO INDICATE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF HIRE.

TO CONFIRM YOUR BOOKING - PLEASE SEND TO THE 20TH CENTURY THEATRE:

- 1.) THE SIGNED HIRING AGREEMENT**
- 2.) STANDARD CONDITIONS OF HIRE COVER PAGE SIGNED - (PLEASE KEEP THE STANDARD CONDITIONS OF HIRE AS YOU WILL NEED TO REFER TO THEM WHILE PLANNING YOUR EVENT)**
- 3.) YOUR DEPOSIT CHEQUE**

DATE:

SIGNATURE:

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STANDARD CONDITIONS OF HIRE

BOOKING - HIRE FEES & DEPOSIT

Charges are quoted excluding VAT at current rates. Hire Fee includes ensuring that the Premises are clean and in good condition on commencement of hire but excludes all other charges for example - security and cleaning arrangements.

CONFIRMATION

A £500 cancellation / damage deposit is required to confirm the booking.

Written confirmation from the Hirer is required no later than 15 days before the event. Only on receipt of confirmation in writing and on receipt of the signed cover page of the Conditions of Hire (to indicate that it has been read & understood), Hiring Agreement and DEPOSIT will the Hire be confirmed.

NUMBER OF ATTENDEES

At the time of the booking the Hirer shall state as accurately as possible to the 20th Century Theatre, the number of persons expected to attend the Event. The final number of guests attending the Event will be confirmed within three working days of the date of the Event. The number of attendees shall not in any event exceed 240. Exceptions to this limit are by prior negotiation only.

LICENCES

The Hirer shall comply with the terms of any Licences relevant to the Event or the Premises. **The 20th Century Theatre has a PRS MUSIC LICENCE and is allowed to play pre-recorded music. The 20th Century Theatre has been granted a PUBLIC ENTERTAINMENT LICENCE by the Kensington & Chelsea Council which allows the performance of plays, dancing and the playing of live but unamplified music. The music whether recorded or live must never exceed 90 decibels.**

DJ'S

The 20th Century House DJ must be used for all events unless other arrangements are made and agreed prior to the event. Fees and music programme should be negotiated directly with the House DJ. Contact details can be supplied by the 20th Century Theatre office.

SCHEDULE

A schedule must be received by the theatre management at least 3 working days prior to the event. It should contain the name and telephone numbers of the person in charge of the event and details of the staff arrivals, set up times, all deliveries, the event itself, breaks, meals, break down, cleaning,, pick ups, etc.

VACATION

On satisfactory vacation of the Premises, the Deposit will be refunded within 21 days of the last day of the Hire. Should the Hirer damage the Premises in any way, leave them in an unacceptable condition or break any terms of this agreement, then some or all of the Deposit may be forfeited in addition to a possible additional claim for damage repair and compensation.

CANCELLATION

For any cancellation the part or all of the Deposit will be forfeited.

For cancellations made 12 months before commencement date there will be no charge.

For cancellations made 6 to 12 months before the commencement date of the booking, 25% of the Hire fee will be payable.

For cancellations made 3 to 6 months before commencement date of the booking, 50% of the Hire fee will be payable.

For cancellations made 1 to 3 months before the commencement date of the booking, 75% of the Hire fee will be payable.

For cancellations made within 1 calendar month of the commencement of the booking, 100% of the Hire fee will be payable.

Note that the Owner will always attempt to resell any canceled bookings and if successful in whole or in part, the cancellation charges will be correspondingly either reduced or altogether waived.

INDEMNITY

The Hirer will indemnify the Owner in respect of any direct or indirect loss damages costs or expenses (including legal fees) arising from any breach of the Agreement by any act or omission of the Hirer or its employees, representatives, guests or agents.

TERMINATION

The Owner may terminate this Agreement immediately on notice to the Hirer if any payment required to be made by the Hirer is not properly made in accordance with the terms of this Agreement or if there is any other material breach of the Hirer's obligations under this Agreement.

The Owner may terminate the Agreement at any time by giving notice of not less than two months in writing to the Hirer in that case the Owner shall refund the deposit paid by the Hirer but shall not be liable for any direct or indirect loss suffered by the Hirer as a result of

termination of this Agreement and in particular but without limitation shall not be liable for any promotional costs incurred by the Hirer.

PAYMENT

The full Hire fee is due no later than 10 days before the booking. Alternative payment schedules are acceptable only upon negotiation. If the full amount of the Hire fee is not paid on time a 10% surcharge will be levied. In addition interest at 2.5% will be charged monthly on any outstanding sums up until the date they are eventually paid. The Hirer will pay any legal charges incurred in the recovery of this money.

INSURANCE

The Hirer must take out full insurance cover for the event. Contents (exhibits, hired props and equipment, display materials or products and for any personal belongings, including garments) remain the responsibility of the Hirer and no claim can be accepted by the Owner. The Hirer must also take out Public Liability Insurance. A copy of the Insurance Certificate must be presented to the Owner before the date of Hire.

EQUIPMENT HIRE AND DAMAGE TO PROPERTY

If the Owner's property or the Premises are accidentally, willfully or negligently damaged, stolen or lost during an event the cost is payable by the Hirer. The Hirer will, during the period of Hire, be responsible for the Premises, the fabric and the contents, their care, safety from damage however slight or change of any sort and the behavior of all persons using the Premises whatever their capacity. Any cost incurred for repair or damage will be charged to the Hirer and may be deducted from the Deposit.

HANGING

All arrangements for Hanging must be presented to Owner and approved before implementation. As the Premises are an English Heritage, Grade II Listed building, the walls must be preserved and all hanging will be done in accordance with the hanging systems provided.

SET BUILDING, FITTING, DISMANTLING, AND INSTALLATION CONSTRUCTION

No building or construction work is to be done outside of the hours of Monday to Friday, 0800 - 1800 hours, unless by special arrangement with the Owner. The owner must insist that all deliveries and pickups are done as quietly as possible so that our neighbours are not disturbed. Nothing, save as mentioned previously, shall be affixed to any part of the building or walls by any means whatsoever and no alterations may be made to any of the current facilities at the Premises without the prior written consent of the Owner.

The Hirer should consult with the theatre Manager as to the installation of any electrical or other equipment in the Premises and should comply with all reasonable requirements expressed by the theatre Manager in respect of such installation and all legal requirements. The use of smoke machines, snow machines, etc. are never at any time allowed. The Hirer shall ensure that any décor, clothes, drapes, decoration or other item used by it

shall be fireproofed.

The Hirer may during the Period of Hire have uninterrupted use of supplies of electricity water and gas through the pipes wires and cables currently installed at the Premises but must all times comply with any requirements imposed by the suppliers of electricity, water and gas or by the London Fire Brigade or the London Borough of Kensington & Chelsea in respect of such use.

The use of the 3 Phase Electricity is by prior arrangement with the Owner and will be a separate charge.

SET-UP - TAKE-DOWN - GET OUT TIME & OVERTIME

A standard set up will consist of 10 hours - from 0800hrs to 1800hrs -(except Sundays when the times must be negotiated separately) a standard set-up fee will be quoted for each event. Any time thereafter will be considered overtime and charged at £100 per hour with an absolute cut off at 2300hrs when the building must be vacated. The owner must insist that all deliveries and pickups are done as quietly as possible so that our neighbours are not disturbed.

A charge of £250 per day will be applied for equipment remaining in the theatre after the agreed period for take down and get out.

USE OF AND ACCESS TO THE PREMISES

The Hirer shall not use the Premises for any purpose other than described in this Agreement and shall not sub hire or use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring into the Premises anything which may endanger the Premises or any insurance policies in respect thereof.

SECURITY

Security is to be provided by the Owner, at the Hirer's cost £15 per hour (minimum £50) and is required for all events and the Security arrangements are to be approved by the Owner. The Security staff on the entrance must be registered with Kensington & Chelsea. The Security staff on the entrance will regulate the entrance of the invited guests thus insuring that the attendees do not exceed the agreed number.

CATERING

All catering must be supplied by the Hirer, at the Hirer's own cost, from outside sources, as there are no kitchen or cooking facilities. All food must be prepared in proper registered catering premises by accredited caterers. Food may not be cooked on the premises but may be re-heated in the catering room which is available for Catering purposes. The Hirer's Caterer must never fry food or heat any food using an open flame. The Owner has a list of recommended caterers which we can recommend, please ask for details.

Alcohol must be provided by the Hirer and must not be sold on the premises. Alcohol must not be taken from the premises during the event or afterwards by the attendees. Any bar that is set up for the distribution of drinks must close at 2300 hrs. There will be no exception to

this provision. In exceptional circumstances the bar may be closed at any time during an event at the discretion of the management.

CEREMONIES

Weddings, blessings, christenings and memorials may be performed at the theatre. Contact the 20th Century Theatre office for details.

ENTRY AND EXIT TIMES AND CONDITIONS

The time of entry is 0800 hours and exit is 2300 hours except Sundays which must be negotiated separately. Any other exceptions are by prior arrangement only. Exit time in excess of the aforementioned hours will be charged to the Hirer on the basis of £100 per hour. **All deliveries and pick ups must be made to the entrance at 113A PORTOBELLO ROAD, LONDON W11 2QB.** There can be nothing delivered to or taken out of the theatre after 1800 hours.

The Premises must be left immaculately clean and clear of all rubbish, exhibits and personal belongings removed from the premises. Exact details of cleaning arrangements shall be confirmed before the event. The Owner will hire contract cleaners. The cost for this will be added to the fee for the event (minimum £100). After the event is over the Hirer will have a reasonable amount of time within which to de-rig and store everything in a designated area for collect the next morning. Caterers will be responsible for removal of all bottles, boxes and crates. **All rubbish must be removed from the venue by the Hirer. Details of rubbish removal must be discussed with venue management before the event.**

NOISE LEVELS

At all times noise levels must be kept to a level agreed prior to the event, with the Owner. All amplified sound systems are to be tested and the appropriate level agreed before the event. **The absolute maximum noise level is 90 decibels.** There will be **no exceptions** to this level and the Owner has the right to adjust sound levels during the event if necessary or if the Hirer fails to comply terminate the event

GENERAL

The Owner may assign, charge or otherwise deal with this Agreement in any way.

The Hirer shall not be entitled to assign transfer or otherwise part with the benefit of this Agreement in any way without the prior written consent of the Owner.

This Agreement may not be modified except with the prior written consent of the Owner.

If any part of this Agreement is found to be invalid due to the application of UK or EC Law or Legal Principles then that invalid part will be deemed removed from this Agreement when the parties agree to use their best endeavors in good faith to achieve the same objective by lawful means.

This Agreement shall be governed by and construed in accordance with the Laws of England and the parties submit to the exclusive jurisdiction of the English Courts.