



TERMS AND CONDITIONS FOR VENUE HIRE

BETWEEN

BATTERSEA ARTS CENTRE

AND

HIRER

**BAC Enterprises
Battersea Arts Centre
Lavender Hill
London
SW11 5TN**

**Bookings: 020 7326 8211
Fax: 020 7978 5207
Email: Venues@bac.org.uk**

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
England
(44) 020 7710 1000 (Tel)
(44) 020 7374 4460 (Fax)
www.lw.com

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TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions the following definitions apply:

- 1.1.1 “**Agreement**” means an agreement for the hire of the Premises between BAC and the Hirer, as further set out in a Booking Form or other document signed by both BAC and the Hirer, which incorporates these Terms and Conditions;
- 1.1.2 “**BAC**” means the Battersea Arts Centre, a company limited by guarantee, incorporated in England and Wales with company number 01569115, charity number 282857 and with its registered address at Lavender Hill, London SW11 5TN; and also means BAC Enterprises Limited (which also trades as BAC Venues), a limited company incorporated in England and Wales with company number 03406761 and with its registered address at Old Town Hall Lavender Hill, London SW11 5TN;
- 1.1.3 “**Booking Form**” means a letter in the form set out in Schedule C (Pro-Forma Booking Form), which once signed by the Hirer shall form a part of this Agreement;
- 1.1.4 “**Charge**” means the total charges for the hiring of the Premises as set out in the relevant Booking Form;
- 1.1.5 “**Council**” means Wandsworth Council;
- 1.1.6 “**Deposit**” means the amount(s) paid pursuant to Clauses 6.1 through **Error! Reference source not found.**, as applicable, and includes the 25% deposit paid by the Hirer on returning the Booking Form to BAC to confirm the booking;
- 1.1.7 “**Deputy Manager**” means the BAC representative appointed to oversee an Event and for the duration of such Event only, the Deputy Manager shall be the Officer in Charge;
- 1.1.8 “**Event**” means the purpose of the hiring as set out in the relevant Booking Form;
- 1.1.9 “**Event Set Up**” means the set up formation for the Event, as specified in the Booking Form as either theatre style, seated reception or standing reception;
- 1.1.10 “**Hirer**” means the person or entity named in the Booking Form as the hirer of the Premises;
- 1.1.11 “**Intellectual Property Rights**” means all patents, trade marks, service marks, trade names, goodwill, registered designs, design rights, database rights, copyrights and other forms of intellectual or industrial property (in each case in any part of the world, whether or not registered or registerable for their full period of registration with all extensions, renewals and revivals, and including all applications for registration or otherwise), confidential information (including know-how or secret processes), rights in computer software and any similar or equivalent rights and assets which may now or in the future subsist anywhere in the world;
- 1.1.12 “**Officer in Charge**” means the person for the time being appointed by BAC to enforce the Agreement and to be generally responsible for matters concerning BAC arising out of the use of the Premises or otherwise. This is a member of BAC’s “Events Team” or, during an Event only, the designated Duty Manager;
- 1.1.13 “**Premises**” means any space, or a part thereof and/or any other part of Battersea Arts Centre subject to the Agreement between BAC and the Hirer;

- 1.1.14 “**Staff**” means those individuals provided by the Hirer to perform a role during the Event, including attendants, catering and waiting staff, stewards, receptionists, security officers, vehicle marshals and ushers; and
- 1.1.15 “**Terms and Conditions**” means these Clauses 1 through 14 and Schedules A, B and C.
- 1.2 In these Terms and Conditions:
- 1.2.1 headings are for convenience only and shall not affect its interpretation;
- 1.2.2 the singular includes the plural and vice versa, unless the context otherwise requires;
- 1.2.3 references to Clauses, Schedules and parties are references to clauses, schedules and the parties to these Terms and Conditions;
- 1.2.4 references to a statutory provision include references to the statutory provision as modified or re-enacted from time to time and any subordinate legislation made pursuant to the statutory provision, whether before or after the date of the Agreement;
- 1.2.5 references to persons or entities include a reference to natural persons, any body corporate, unincorporated association, trust, partnership or other entity or organisation and that person’s or entity’s successors or assigns; and
- 1.2.6 whenever the words “include”, “includes”, “including” or “in particular” (or similar derivatives) are used, they are deemed to be followed by the words “without limitation”.
- 1.3 In the event of a conflict between these Terms and Conditions and a Booking Form, these Terms and Conditions shall take precedence unless and solely to the extent the conflicting provision of the Booking Form specifically states that a Clause or Section of the Terms and Conditions shall not apply and provides an alternative provision to be read in its place.
- 1.4 These Terms and Conditions together with any Booking Form constitute the entire agreement, and supersede and extinguish any previous oral or written understandings, warranties, undertakings, commitments, contracts or representations between the parties relating to the Event. Any other correspondence that the parties may use for agreeing or arranging the Event or otherwise administering these Terms and Conditions or any Booking Form will be for administrative convenience only and terms and conditions included on such correspondence will have no effect and will not modify these Terms and Conditions or any Booking Form (even if such correspondence states otherwise).

2. APPLICATIONS FOR HIRE

- 2.1 All applications for hire must be made through the Officer in Charge. The Hirer must state the date(s) and times of its function, the room(s) and purpose for which they are required plus any additional resources, services and equipment required. Having determined such details and a hire fee agreed according to current tariffs, BAC will make a booking which will be held for ten days, and will issue a Booking Form to the Hirer which when completed shall be returned to the address below with the deposit (or Charge) as required in the Booking Form:

Battersea Arts Centre
Lavender Hill
London
SW11 5TN
ENGLAND

All subsequent enquiries and correspondence shall be made to this address.

- 2.2 Applications will not be accepted from persons under 18 years of age.
- 2.3 BAC reserves the right to refuse any application for hire and shall not be required to offer any reason or explanation.
- 2.4 No public announcement of the hiring shall be made until the booking has been confirmed and the appropriate deposit or, in the case of a hiring due to commence within ten weeks of such confirmation, the full Charge has been paid.
- 2.5 No booking will be deemed to be confirmed until such time as the deposit required in the Booking Form has been received and acknowledged by BAC.

3. PERMITTED NUMBERS

- 3.1 The maximum number of persons to be allowed admission to the Premises (by room and type of Event being staged) at any one time is set out below and the Hirer shall ensure that these numbers are not exceeded:

Room	Maximum Number of People ("Capacity")	Event Set Up
The Grand Hall (Excluding Gallery) (Excluding stage seating)	550	Theatre Style
	400	Seated Reception
	600	Standing reception
The Lower Hall (Excluding stage seating)	180	Theatre Style
	140	Seated Reception
	200	Standing Reception
Mezzanine Room	30	Theatre Style
	35	Standing Reception
Council Chamber	160	Theatre Style
General Office	43	Theatre Style
Recreation Room	56	Theatre Style
Members Library/Cloakroom	50	Seated/Standing
Members Bar	50	Seated/Standing
Fireplace Room	15	Seated/Standing
Town Clerks	15	Seated/Standing
Old Producing Office	50	Seated/Standing

3.2 BAC may, in its absolute discretion, reduce the Capacity of a room if it is expedient or necessary to do so. In the event that BAC reduces the Capacity by more than ten percent (10%) of the Capacity existing at the time the booking was made, BAC will notify the Hirer and the Hirer shall be entitled, at its option, to cancel its booking. For any cancellation made pursuant to this Clause 3.2, BAC will return all monies paid by the Hirer without further compensation. The cancellation must be confirmed in writing by the Hirer to the Officer in Charge within 14 days of notification of the change from BAC.

3.3 Meetings and concerts shall, where required as a part of the agreed Event Set Up, be provided with linked or fixed seating which shall not be moved or re-arranged without the consent of the Officer in Charge.

4. RESTRICTIONS ON USE

4.1 Use of BAC Name or Logo

BAC reserves all Intellectual Property rights and all other rights in and to the BAC name, logo and any derivations of the same and nothing in this Agreement shall be deemed to assign such Intellectual Property rights or other rights.

4.2 Exhibitions Considered to be Dangerous, Undesirable or Unsuitable

If anything offered for sale or exhibited in any of the Premises is considered by the Officer in Charge to be likely to be undesirable, in breach of copyright, unsuitable or dangerous to any person or property inside or outside such Premises, it shall on request be removed by the Hirer forthwith.

4.3 Films

The Premises hired will not be used for the exhibition of film unless film of non-flammable material is used, and in such cases the licensing requirements of the Council and all other applicable regulations and requirements must be complied with.

4.4 Animals and Birds

Except with the written approval of the Officer in Charge, the Hirer shall not permit any animal or bird to enter or remain on the Premises provided that this condition shall not apply to a guide dog accompanying a visually impaired person.

4.5 Smoking

Smoking is not permitted anywhere within the Premises.

5. SUB-LETTING AND RIGHT OF ENTRY

5.1 The rights granted to the Hirer in this Agreement shall not operate or be deemed to operate as a demise of the Premises and do not create a relationship of landlord and tenant. The Hirer shall not have or be entitled to any right, estate or title in the Premises save as expressly given in this Agreement.

5.2 The Hirer shall not sub-let, or attempt to sub-let, the Premises or part thereof.

5.3 During the hire period set out in the Booking Form the Premises shall remain at all times in the possession, management and control of BAC and BAC reserves to itself the right of entry for its duly authorised officers, agents, employees and contractors, and the employees of its duly

authorised contractor(s), to all parts of the Premises at all times and BAC requires that any Staff employed by the Hirer shall be instructed accordingly.

- 5.4 BAC reserves the right to refuse admission and/or to eject from the Premises any person or persons (including Staff) as the BAC may reasonably determine.

6. PAYMENT OF CHARGES

- 6.1 Where the hiring is to commence within ten weeks of the date of acceptance of the booking by BAC, upon confirmation of the booking BAC will provide an invoice to the Hirer for the total Charge to be paid and such invoice is due and payable within 14 days of the date of the invoice.

- 6.2 Where the hiring is to commence ten weeks or more after the date of acceptance of the booking by BAC a Deposit of 25% of the Charge is payable upon confirmation of the booking; BAC will provide an invoice to the Hirer, to be paid within 14 days of the date of the invoice.

- 6.3 Where a Deposit has been paid pursuant to Clause 6.2, the balance of the total Charge is due and payable not less than ten weeks before the commencement of the hiring; BAC will provide an invoice to the Hirer for the balance of the Charge, to be paid within 14 days of the date of the invoice or ten weeks before the first Event date, whichever is the latter.

- 6.4 In addition to the Charge, the Hirer shall pay to BAC a refundable security deposit ("**Refundable Deposit**") which is due and payable not less than 4 weeks prior to the commencement of the hiring, as further set out in the Booking Form. This sum may be withheld in part or in full should the Hirer cause damage to the Premises, through his action or negligence, or should the Hirer in any way breach these Terms and Conditions. Such Refundable Deposit will be returned to the Hirer, less deductions (if any), within 28 days of the end of the hiring. Schedule B (Refundable Deposit Guidance) provides guidance only as to the costs involved in repair.

- 6.5 This Refundable Deposit may also be withheld should the Officer in Charge at the function report that the premises were not vacated at the time agreed in advance, that the kitchen and other parts of the Premises were not cleaned of all waste and surplus food, crockery, cutlery and containers and all waste material placed in containers provided by BAC (only applicable if catering is not provided by BAC's Caterers pursuant to Clause 12 below) or that unreasonable noise was caused on the Premises.

- 6.6 If the Hirer fails to pay any amount due pursuant to Clauses 6.1 through 6.4, as applicable, BAC may cancel the hiring and retain any Deposit already paid. In the event that the Charge has been paid in full, BAC will refund the Charge to the Hirer less 25% representing the Deposit amount.

- 6.7 Receipts will only be issued on written request by the Hirer, accompanying payment of an invoice.

- 6.8 BAC reserves the right to increase prices without notice. All bookings for Events taking place after any price increase may be liable to a higher Charge for the Premises hired. In the event that BAC increases the price beyond the Charge specified in the Booking Form, BAC will notify the Hirer and the Hirer shall be entitled, at its option, to cancel its booking.

- 6.9 For any cancellation made pursuant to Clause 6.8, BAC will return all monies paid by the Hirer without further compensation. The cancellation must be confirmed in writing by the Hirer to the Officer in Charge within 14 days of notification of the price change from BAC. If the Hirer chooses to continue with its booking:

- 6.9.1 if the Hirer has not yet paid the balance of the Charge, BAC will issue an invoice for the balance of the Charge plus the amount of the price increase in accordance with the provisions of Clause 6.3; or
- 6.9.2 if the Hirer has already paid the Charge, BAC will issue an invoice for the amount of the price increase to be paid by the Hirer and payment of the invoice is due within 14 days of the date of the invoice.

7. CANCELLATIONS

- 7.1 In the event of any cancellation or termination of the hiring for any reason, no liability shall fall upon BAC in respect of any loss sustained or expenses incurred by the Hirer or any other person as a result thereof. The Hirer is advised to insure against such loss.
- 7.2 BAC may cancel or terminate any hiring, with immediate effect, if there is any significant omission from or a misstatement in the booking process by the Hirer, if the Premises are hired or used for any purpose which has not been approved by BAC or if there is any breach of these Terms and Conditions which the Hirer fails to remedy within the timescale reasonably required by the Officer in Charge.
- 7.3 In the event of a cancellation pursuant to Clause 7.2, the Charge paid (or any part thereof paid by way of a Deposit) will be forfeited and the Hirer shall be liable to BAC for any costs, expenses and losses incurred by BAC.
- 7.4 BAC reserves the right to cancel any hiring for convenience. BAC will use all reasonable endeavours to provide the Hirer with at least three months' notice of the cancellation (and where reasonably possible such notice period will be increased). Upon such cancellation, BAC will promptly return all monies paid to BAC by the Hirer, without further compensation.
- 7.5 If the Hirer cancels the booking, a refund of the Charge paid (if any) will be made at the applicable percentage rate shown in the table below, calculated on the basis of the number of weeks remaining from the date of cancellation (being the date the Officer in Charge is provided with written confirmation of the Hirer's wish to cancel) to the (first) date of the Event:

Sliding Scale for Refunds for Cancellations

Weeks Remaining:	Applicable Refund Amount:
More than 10 weeks	Deposit retained by BAC
More than 9 weeks	60% of Charge paid refunded
More than 8 weeks	50% of Charge paid refunded
More than 7 weeks	40% of Charge paid refunded
More than 6 weeks	30% of Charge paid refunded
More than 5 weeks	20% of Charge paid refunded
More than 4 weeks	10% of Charge paid refunded
4 weeks or less	No refund made

8. LOSS, DAMAGE OR INJURY

- 8.1 Under no circumstances will BAC make good or accept responsibility or liability in respect of any loss, theft or damage, howsoever or by whomsoever caused, of or to any goods or property whatsoever of the Hirer in or upon the Premises.
- 8.2 The Hirer will be responsible for any loss or damage arising in relation to or as a result of any catering arranged by the Hirer at the Event.

- 8.3 The Hirer will be responsible for any loss or damage to clothing or other property of Hirer, Staff or the attendees and for any other claims arising out of use of the cloakrooms, and may provide one or more Staff to manage the cloakroom during the Event. The recommended numbers for cloakroom Staff are a minimum of one cloakroom Staff per 200 attendees.
- 8.4 BAC will not be liable for any loss occasioned to the Hirer as a result of the breakdown of equipment, a failure in the supply of electricity, a leakage or penetration of water, a fire or explosion, a government restriction or an act of God which may cause the Premises to be temporarily closed or the hiring to be interrupted, curtailed or cancelled.

9. INDEMNIFICATION

- 9.1 In every hiring of the Premises there shall be deemed to be implied on the part of the Hirer an undertaking with BAC to comply with these Terms and Conditions, and any statutory provisions governing the use of the Premises, and to indemnify and save harmless BAC from all penalties and costs which BAC may incur in consequence of any default of the Hirer in complying with such Terms and Conditions and statutory provisions.
- 9.2 The Hirer shall indemnify BAC, its officers, employees, contractors and agents from and against:
- 9.2.1 all claims, demands, actions, expenses, damages, penalties or proceedings arising out of or in any way connected with the hiring in respect of:
- (a) any loss or theft of, or damage to, any property of any person whilst in or upon the Premises during the period of the hiring, and
 - (b) the death or injury howsoever or to whomsoever caused which shall occur while such person is in or upon the Premises or in respect of any loss or damage suffered or sustained by any person in consequence of such death or injury (excluding any death or injury caused by an act, omission or the negligence of BAC);
- 9.2.2 all penalties, damages, costs and proceedings which may be incurred in consequence of any breach or default by Hirer or its Staff in complying with Clause 11 (Compliance with Statutes and Regulations); and
- 9.2.3 any claim for any duty, tax, royalty or copyright fee payable in respect of any entertainment given during the hiring period and against any infringement of any Intellectual Property Rights which may occur during the hiring.

10. THIRD PARTY/PUBLIC LIABILITY INSURANCE

- 10.1 The Hirer shall obtain public liability insurance for all public Events with an indemnity limit of not less than five million pounds (£5,000,000) for the duration of the hiring. In addition, for any caterers, public liability insurance is compulsory for all Events with an indemnity limit of not less than two million pounds (£2,000,000) for the duration of the hiring. The Hirer shall provide evidence of both insurance policies (as applicable) four weeks in advance of the Event together with confirmation that such insurance is current and any premiums have been paid.
- 10.2 BAC recommends that the Hirer obtains cancellation insurance and accidental damage cover as part of its insurance policies.

11. COMPLIANCE WITH STATUTES AND REGULATIONS

- 11.1 The Hirer shall strictly observe and perform the relevant provisions contained in The Children and Young Persons Act 1933, the Copyright, Designs and Patents Act 1988, or any statutory

modification or re-enactment thereof and all other statutory provisions and shall comply with all obligations and requirements of any licensing authority applicable to any hiring.

- 11.2 The Hirer shall strictly observe the requirements and regulations of any licensing authority which are applicable to the Event, and any regulations regarding the number of persons to be admitted, number and location of uniformed Staff (other than BAC employed staff), arrangement of seating (especially linked seating, see Clause 3.3 above), widths of gangways between chairs, stands and tables, the requirement to keep free of obstruction any emergency signs, stairways and exits and other like requirements.

12. END OF HIRE PERIOD

- 12.1 The Hirer shall remain on the Premises until the Event is finished and shall be responsible for ensuring that all persons attending the Event shall vacate and be clear of the Premises at the time of termination of the hiring (as set out in the Booking Form).

- 12.2 In view of the close proximity of residential property, BAC has a duty of care to ensure that its operations and activities take place without prejudice to the local neighbourhood. Consequently, the Hirer shall ensure that all attendees leave the premises in a quiet and orderly manner; failure to do so may result in the forfeit of part or all of the Refundable Deposit.

13. CATERING

- 13.1 BAC and its agents have sole and exclusive rights to operate the bar facility and to sell alcohol on the Premises. A bar minimum spend (as further set out in the Booking Form) will apply and a deposit will be required in order to secure this minimum spend. Where alcohol is brought on to the Premises by the Hirer (or their guests), a bar waiver fee will be charged. This should be paid in advance at the same time that the balance of the hire Charge falls due. If the bar waiver has not been paid and there is alcohol on the Premises, the Officer in Charge has the right to refuse access to the Premises.

- 13.2 The Hirer may engage a caterer of its choice provided that a catering surcharge (as further set out in the Booking Form) is paid in advance at the same time that the balance of the hire Charge falls due. This surcharge is applicable whenever food is consumed on the Premises.

- 13.3 The Hirer is responsible for ensuring that the outside caterer abides by BAC's Terms and Conditions regarding delivery times, removal of property from the Premises, monitoring of noise levels and clearing kitchens and rooms of all waste. Outside caterers must effect adequate public liability insurance as described in Clause 10.

- 13.4 The Hirer undertakes that its own catering Staff (either itself or through the hire of an outside caterer) shall be responsible, both during and immediately prior to the termination of the Event, for:

13.4.1 cleaning up all serving routes, preparation areas, kitchens, kitchen equipment, serving areas and eating areas and for disposing of all waste food and rubbish;

13.4.2 supplying its own catering and waiting Staff, tableware, condiments, table linen, kitchenware and glassware; and

13.4.3 complying with all requirements of the Health and Safety Executive and Health and Safety Commission (as applicable) and any other applicable food hygiene and health laws regulations.

- 13.5 The Hirer acknowledges and accepts that loading or unloading from the Theatre Street fire exit between 10pm and 8am is strictly forbidden.

14. MUSICAL COPYRIGHT

- 14.1 The Premises are licensed by the Performing Rights Society for the performance of copyright music controlled by the Performing Rights Society. For all public Events, not less than two weeks before the commencing of the hiring, the Hirer shall provide written details to the Officer in Charge of all musical works (whether live or pre-recorded) to be used during the hiring in whole or in part including works used as examples during lectures or as an audio visual display.
- 14.2 For those works of copyright music not controlled by Performing Rights Society, the Hirer shall be responsible for obtaining the necessary licence from the copyright holder for their performance or reproduction.
- 14.3 The Premises are licensed by Phonographic Performance Limited for the use of pre-recorded music for which a licence fee is payable to Phonographic Performance Limited (such licence being additional to that issued by the Performing Rights Society). Notwithstanding Clause 14.1, not less than two weeks before the commencing of the hiring, the Hirer shall provide details to the Officer in Charge of all pre-recorded music to be used during the hiring in whole or in part.
- 14.4 A complete return of all musical works (whether live or pre-recorded) played during the period of the hiring shall be made in the prescribed form and handed to the Duty Manager on conclusion of the hiring and shall include all variations from the details provided to the Officer in Charge prior to hiring and shall also include items played by way of encores.

SCHEDULE A**ON-SITE REQUIREMENTS****1. ACCESS ONTO THE PREMISES AND AVAILABILITY**

- 1.1 Under no circumstances will the Hirer or its attendees, Staff, performers, exhibitors or any other persons associated with the hiring be allowed onto the Premises before the time of commencement of the hire period, as set out in the Booking Form.
- 1.2 The Hirer and any persons associated with the hiring must have vacated and be clear of the Premises by the time of completion of the hire period, as set out in the Booking Form.
- 1.3 Whilst BAC will use its best endeavours to ensure halls and rooms will be available to the correct specification, no guarantee can be given that halls or rooms will be available to the required plan immediately upon commencement of the hire period.
- 1.4 The Hirer shall be responsible for providing to the Officer in Charge all table plans, exhibition plans, floor plans and all other audio visual requirements, temporary staff requirements and room layouts a minimum of two weeks prior to the date of the commencement of the Event.

2. SUPERVISION OF THE PREMISES

- 2.1 There shall be present throughout each day of the hiring a person or persons, being the Hirer and/or a nominated representative of the Hirer, who shall accept responsibility for ensuring the effective control and supervision of the Premises and all persons therein and for compliance with these Terms and Conditions, and the name, address and status of such person(s) shall be communicated to the Officer in Charge at the commencement of each day of the hiring.
- 2.2 Nominated representatives should make themselves known to BAC staff on duty.

3. STAFFING

- 3.1 For all public Events on the Premises, the Hirer shall provide a sufficient number of competent Staff to secure a proper standard of observance and performance of all regulations and these Terms and Conditions and the ongoing good conduct of all attendees. These Staff shall have been specifically instructed by the Hirer as to their essential responsibilities in the event of fire or other emergency.
- 3.2 The primary duty of Staff is to ensure that safe conditions are maintained in the Premises and to achieve this they should:-
 - 3.2.1 ensure that no overcrowding occurs in any part of the Premises;
 - 3.2.2 keep all gangways and exits clear at all times;
 - 3.2.3 prevent standing on seats and furniture; and
 - 3.2.4 be aware of any special requirements needed to ensure the safe evacuation of the attendees.
- 3.3 Staff shall be readily identifiable to the public by means of some conspicuous clothing or marking system which is visible under all lighting conditions.

4. ADVERTISING, DECORATIONS AND PYROTECHNICS

- 4.1 No poster or announcement advertising the purpose for which the Premises have been engaged shall be produced until it has been approved by BAC, and no announcement is to be made before receipt of payment for the Charge unless with the prior consent of BAC. All posters and tickets in connection with the function shall carry the words 'The right of admission is strictly reserved to BAC and the Hirer'. All advertising material should clearly state the location of the Event as applicable, e.g. Grand Hall, Lower Hall etc.
- 4.2 No fly posting is allowed anywhere. Fly posters may be removed by Council Enforcement Officers. Please note that it is an offence to fix anything to street furniture and Enforcement Officers may take action against offenders.
- 4.3 The Hirer shall not display and shall ensure that no other person displays any advertisement relating to the hiring by affixing the same to or utilising the support of a lamp-post, guard rail, electricity relay box or any other item of street furniture or trees within the London Borough of Wandsworth except with the prior written consent of the Officer in Charge. Details of permissible advertising may be obtained from the Transportation and Highways administration.
- 4.4 Posters, banners and advertisements on the Premises may only be hung or displayed at the times and locations agreed in advance with the Officer in Charge.
- 4.5 If in any doubt as to the acceptability of placing, sizes, designs or appearance of advertisements or decorations please contact the Officer in Charge for further advice. Duty Managers are not available to assist in hanging banners or other advertising materials.
- 4.6 The Hirer shall not cause or permit any person connected with the hiring to drive any nails, screws or other fixings into the walls or floors or into any furniture or fittings or do or permit to be done anything likely to cause damage to the building or any such furniture or fittings.
- 4.7 No notice, sign, flag, bunting, banner, decoration, drapery or other item shall be affixed to any part of the building or to the furniture or fittings therein by adhesive tape or adhesive substance, unless the prior written permission of the Officer in Charge has been obtained, and no adhesive tapes may be used to mark wooden or carpeted floors.
- 4.8 High level signage may only be erected by professional signage companies and due account must be taken of all of the requirements in this Schedule A and the requirements of the Health and Safety at Work etc Act 1974.
- 4.9 Any exhibition stand construction shall be prefabricated. No painting or making good with alternative products will be allowed on the Premises.
- 4.10 No decorations, flags, emblems, gas-filled balloons, streamers or confetti will be permitted either externally or internally without the previous consent in writing of the Officer in Charge. Where such consent is given, it will be conditional on the use of non-flammable material or material treated with an approved fireproofing substance. The removal of gas-filled balloons from high ceilings will be charged to the Hirer.
- 4.11 BAC reserves the right to remove any poster, emblem or decoration visible outside the Premises which in the opinion of the Officer in Charge shall be or become unseemly or unsightly.
- 4.12 Naked flames, smoke making machines, indoor fireworks and stage pyrotechnics will not normally be permitted in the Premises. Applications in writing, with accompanied risk assessment, to waive this regulation must be made to the Officer in Charge for consideration and the Hirer is advised that substantial additional staffing costs may be incurred if approval is granted.

5. OBSTRUCTION OF PASSAGEWAYS, ETC.

- 5.1 All gangways, corridors, staircases, passageways, entrances and exits must at all times be kept entirely free from obstruction.
- 5.2 Fire doors must remain closed at all times when not in use. Fire doors must not be obstructed or wedged or permanently tied closed.

6. DAMAGE TO PROPERTY

- 6.1 During building and dismantling of any Event the Hirer must protect all floors, walls, soft furnishings, glass, pillars, cornices, entrances, decoration, artworks, furniture and fixtures and fittings relating to the Premises.
- 6.2 The Hirer shall repay to BAC on demand the cost of reinstating or replacing any part of the Premises or any property whatsoever belonging to BAC in or upon the Premises which shall be damaged, destroyed, stolen or removed during the period of hiring.

7. DELIVERY AND REMOVAL OF GOODS AND REFUSE

- 7.1 The Hirer shall be responsible for ensuring that persons who supply equipment, decorations and other goods, and all other persons on the Premises in connection with the hiring, shall bring in and take away goods at such times as the Officer in Charge considers reasonable and in such manner as to prevent nuisance or annoyance to the local Council and to residents in the neighbourhood. In any event this shall not be before 8.00am or after 10.00pm.
- 7.2 All refuse and goods must be removed prior to the termination of the hiring. The Hirer shall ensure that all areas hired are left clean and tidy. Failure to do so may incur charges for additional services, including rubbish removal. If the Event finishes later than 10:00p.m., organisers and caterers must confirm in advance with the Officer in Charge the arrangements for loading and rubbish removal.
- 7.3 A minimum of two vehicle marshal Staff shall be provided for all exhibitions, bazaars, fairs and all other public sales Events. They shall be identified by uniform at the Hirer's expense. The marshals shall control any vehicle loading or unloading in areas designated for these purposes.
- 7.4 The Hirer shall ensure that motor vehicles are not parked in such a way as to obstruct the entrance or exit routes to and from the Premises. BAC accepts no responsibility in respect of any vehicle or for any loss or damage to any vehicle or its contents.
- 7.5 The Hirer acknowledges that it is illegal to park on the pavement at anytime or (unless in possession of a residents' parking permit) in any residents' bay during restricted hours.

8. USE OF AMPLIFIED SOUND OR MUSIC

- 8.1 No equipment for the reproduction or amplification of music or other sound shall be used at any function unless with the specific permission of the Officer in Charge. If reproduction or amplification of music is required then BAC's PA system must be used and an additional charge will be levied which must be paid in advance by the Hirer. If BAC deems it necessary, a technician will be provided by BAC the cost of which is to be met by the Hirer.
- 8.2 All speakers and other reproduction equipment shall be confined to the area of the stage only, and the Hirer must comply with the requirements of the Officer in Charge, whose judgement is final, with regard to the volume of sound produced. Use of BAC's sound limiter must be used as directed by BAC staff. Failure on the part of the Hirer, Staff or the attendees to observe sound restrictions will lead to an automatic forfeit of any sum being held against damage.

9. ELECTRICAL INSTALLATIONS

- 9.1 No alterations or additions to the existing lighting arrangements or connection to the electrical installations shall be made except with prior written permission of the Officer in Charge.
- 9.2 Where the Hirer is intending to use the technical facilities, or the Hirer is intending on supplying their own technical equipment, BAC reserves the right to insist that a technician is hired from BAC and the Hirer will pay all subsequent charges in relation to this. The Hirer is strongly advised to bring in its own competent technical support for the duration of the Event.
- 9.3 The supply of telephone sockets, telephone lead extensions, ISDN telephone lines and additional telephone lines other than those already fixed on site is the responsibility of the Hirer. ISDN lines and additional telephone lines may only be installed with the prior approval of the Officer in Charge.

10. EMERGENCY PROCEDURES

- 10.1 In the event of an emergency occurring within the Premises during the hiring period, alarms will be activated in all areas. The Duty Manager will immediately ascertain the area from which the alarm has been set off. The Hirer will be advised as follows:
- 10.1.1 false alarm - no evacuation required, no further action; or
 - 10.1.2 immediate evacuation required from the building.
- 10.2 In the event that immediate evacuation is required, the procedure below is to be followed.
- 10.2.1 Evacuation should be immediate and no attempt should be made to gather or retrieve possessions from the cloakroom or other parts of the building. No attempt should be made to enter or re-enter the building until given the all clear by the Duty Manager.
 - 10.2.2 Evacuation shall be onto the paved area situated at the top of Town Hall Road. Emergency exits are signed with a figure of a running man above the door or exit.
 - 10.2.3 Evacuate in an orderly manner, as quickly as possible and without running.
 - 10.2.4 On conclusion of the emergency the Duty Manager will advise of and allow re-admission to the building.
- 10.3 The Hirer is required to bring these procedures to the attention of all of its Staff and all attendees immediately before the Event commences.

SCHEDULE B

REFUNDABLE DEPOSIT GUIDANCE

Below is a list of common occurrences for which the Refundable Deposit, or part thereof, may be retained following an Event. This list is not exhaustive and any deposit retention shall be at the Head of Event's sole discretion.

1. LATE LEAVING

This will be charged at the applicable hourly rate for the Premises (or hired part thereof), with a minimum charge for the equivalent of 30 minutes.

2. NOISE/DISTURBANCE

2.1 The Hirer is responsible for the behaviour of all attendees at its Event. If a disturbance reported outside the building is caused by the Hirer, its Staff or attendees, then part of the Hirer's Refundable Deposit will be withheld. The amount will vary dependant on the severity of the incident and such amount shall be set at the Head of Event's sole discretion.

2.2 If repeated requests from the Officer in Charge to turn the volume of sound produced during the hire period go unheeded or if there is excess noise outside the building caused by the Hirer, its Staff or attendees, then part of the Refundable Deposit will be withheld – particularly when this leads to complaints from our neighbours. The amount will vary dependant on the severity of the incident and such amount shall be set at the Head of Event's sole discretion.

2.3 For each noise /disturbance incident a minimum of £100 (one hundred pounds) will be retained.

3. DAMAGE

3.1 "Damage" includes, but is not limited to:

3.1.1 Damage to walls (including spillages)

3.1.2 Blocked sinks / toilets

3.1.3 Damaged or broken fixtures and fixings – e.g. fridges, cookers, soap dispensers, toilets, tables and chairs

3.1.4 Broken windows

3.1.5 Broken technical equipment

3.2 Works to remedy any Damage will be charged as per the schedule below with a minimum charge of one hour:

Service Required	Charge Per Hour
Plumbing	£60
Gas	£75
Electrical	£60
Fridges /Catering equipment	£65

Service Required	Charge Per Hour
Carpentry	£55
Drainage (Internal)	£75
Drainage (External)	£90
Extra Cleaning (inc. kitchen and walls)	£20
Other Minor Repairs	£30

All of the above charges are exclusive of VAT and do not include any required materials. VAT will be applicable and any additional materials reasonably required to remedy the damage shall be additionally chargeable to the Hirer.

- 3.3 Breakages will be charged at the replacement value of the item broken.

SCHEDULE C

PRO FORMA BOOKING FORM



Battersea Arts Centre (“BAC”)
 Lavender Hill
 London
 SW11 5TN
 Bookings: 020 7326 8211
 Fax: 020 7978 5207
 Email: Venues@bac.org.uk

[Date]

[Hirer’s name] (the “Hirer”)

[Hirer’s address]

Booking Form

Dear [Hirer],

Thank you for your provisional booking for [name of event] (the “Event”) as further detailed below:

[Date range] [Time]

Units	Room/Resource	Event Set Up	Unit Price	Price per day	Sub Total	VAT	Total
0	Mezzanine Room	[Theatre / Seated / Standing]	£0.00	£0.00	£0.00	£0.00	£0.00

[Date range] [Time]

Units	Room/Resource	Event Set Up	Unit Price	Price per day	Sub Total	VAT	Total
0	Lower Hall	[Theatre / Seated / Standing]	£0.00	£0.00	£0.00	£0.00	£0.00

[Date range] [Time]

Units	Room/Resource	Event Set Up	Unit Price	Price per day	Sub Total	VAT	Total
0	Grand Hall	[Theatre / Seated / Standing]	£0.00	£0.00	£0.00	£0.00	£0.00

[Date range] [Time]

Units	Room/Resource	Event Set Up	Unit Price	Price per day	Sub Total	VAT	Total
0	[Other]	[Theatre / Seated / Standing]	£0.00	£0.00	£0.00	£0.00	£0.00
Total Booking Fee for Event (the “Charge”):						£0.00	£0.00
Refundable security deposit (the “Refundable Deposit”):						£0.00	£0.00

In order to confirm this booking, please sign and date the enclosed copy of this letter and return it to us within **ten days** of the date set out at the top of this letter, including a **non refundable deposit for £XXX.00** (XXX pounds).

IF THE LETTER AND DEPOSIT ARE NOT RECEIVED WITHIN THE TEN DAY PERIOD, THE DATE(S) WILL BE OPENED UP TO OTHER HIRERS ON A FIRST COME, FIRST SERVED BASIS. IT IS ONLY THE PAYMENT OF THE DEPOSIT THAT WILL SECURE THIS BOOKING.

Please note that returning a signed and dated copy of this letter will denote your acceptance of our Terms and Conditions, a copy of which is enclosed and which are also available for your review at www.bacvenues.org.uk. **Please therefore be sure to read these Terms and Conditions before signing below.**

Your attention is further drawn to the following important points:

1. BAC holds the liquor license for the Premises, which means that the Hirer is not permitted to bring its own alcohol on to the Premises unless a bar waiver fee (being 25% of the Charge) is paid, as further set out in the Terms and Conditions. Bar facilities can be provided by BAC upon request and a minimum spend is required (minimum spend for Grand Hall is £500.00 (five hundred pounds) and for Lower Hall is £300.00 (three hundred pounds)). Please make specific arrangements directly with the “Events Team” at the time of booking. In any event, bar facilities will not usually be provided beyond 11.00pm.
2. A surcharge of 25% of the total Charge will be levied on all Events for which catering is to be provided, as arranged by the Hirer.
3. The Premises must be vacated by the end of your hire time as is indicated above. It is therefore required that all functions end 60 minutes prior to the end of hire time in order to allow for clearing up and leaving the Premises. The Hirer will adhere to the noise control measures for its Event as required by Environmental Health Services.
4. Our Duty Managers are responsible for upholding the licensing regulations of the Premises. If they feel, for any reason, that the safety of those present is at risk, they have an obligation to close the event. It is an offence to ignore a safety warning.
5. It is the Hirer’s responsibility to clear all surface rubbish, including food and decorations, from the Premises. Our cleaners are only responsible for deep cleaning after an Event.
6. Please note that the Hirer is liable for cancellation charges unless adequate notice is given. Please see our sliding scale of charges as set out in Clause 7 of the Terms and Conditions.
7. The Refundable Deposit set out in the table above shall also be paid no less than four weeks prior to the commencement of the hiring. This Refundable Deposit will be held against any damage or breach of contract which may occur, as further set out in the Terms and Conditions.

If in the reasonable opinion of BAC the Premises are left in a satisfactory condition, then the Refundable Deposit will be refunded to you within ten days of your event (subject to such funds having reached our account).

Please call if you have any queries in order that we may try and resolve them before the ten day holding period elapses.

We look forward to hearing from you.

Yours sincerely,

Andrew Bishop
Head of Events

To be completed by the Hirer:

I am returning this copy of the Booking Form letter, which I have signed and dated below; I also enclose the non-refundable deposit for £XXX.00 (XXX pounds) making the cheque payable to **BAC ENTERPRISES LTD**. By signing below I acknowledge and accept that I have read and agree to the terms of this letter and that I have read and agree to be bound by the Terms and Conditions as the Hirer, as made available to me and set out at www.bacvenues.org.uk.

Hirer's signature: _____

Date: _____