Terms and Conditions for Hirers at the Chelsea Theatre

1 **Definitions**

"Additional Hire" means bookings for periods outside of the recurring use bookings.

"Activity" means the project, event, meeting, or otherwise agreed provision that is taking place in the Room.

"Chelsea Theatre" means The Chelsea Centre Limited, operating at the Chelsea Theatre, 7 World's End Place, Kings Road, London SW10 0DR.

"Premises" means The Chelsea Theatre, 7 World's End Place, Kings Road, London SW10 0DR.

"Room" means the studio, meeting room, or space hired by the 'User' for their activity.

"the Hire Form" shall be the form to which these Terms and Conditions are attached and shall set out key information on the hire of the Room

"User" means any individual, organisation or body hiring the Room from the Chelsea Theatre for a non recurring use on specific dates or period.

"Regulated Activity/Activities" means an activity or activities involving either children or vulnerable adults.

"Representative" means any employee, agent or contractor designated by the Chelsea Theatre to manage the Premises listed in the Hire Form.

2 Use of the Premises/Room and User's responsibilities

2.1 The Room shall be used for the event or activity as stated on the Hire Form, which shall not be contrary to the use allowed as set out in the Hire Form.
2.2 The Room shall not be booked or used for any event, meeting or gathering where the theme or subject matter would, in the opinion of Chelsea Theatre, be considered to be in conflict with its obligations under the Equality Act 2010, or under any hate crime or general criminal legislation or likely to cause reputational damage to Chelsea Theatre.

3 User's responsibility

3.1 The User must be aged 18 or older and, in the case of a body corporate organisation or charity, there shall be an authorised representative who is aged 18 or over at the time of booking and such authorised representative or a delegated representative aged 18 or older must be present at the Premises and in the Room during the entire time of hire.
3.2 The User shall be responsible for the Room and its contents its protection from damage and the supervision of the behaviour of participants throughout the time of hire.
3.3 The User must comply with any instruction from the Representative to reduce noise levels during the time of hire.
3.4 The User shall be responsible for ensuring that the Activity finishes by the agreed time set out in this agreement and the Room returned to Chelsea Theatre in condition that it was handed over to the User.

3.5 The User agrees that the booking of the Room does not include parking facilities. The User shall be responsible for arranging and overseeing parking arrangements for their Activity.
3.6 In the event that the User is unsure of his/her obligations under this Agreement, they shall get the written approval of Chelsea Theatre before the Activity, and Chelsea Theatre shall reserve the right to request and receive further information of an Activity, including but not limited to an agenda and information about any speakers or performance(s).
3.7 Chelsea Theatre reserves the right to terminate the hire with immediate effect, without refund, where in its reasonable opinion:
(a) the Activity presents a risk to health and safety;
(b) the Activity is unlawful or likely to become unlawful;
(c) there is a serious breach of this Agreement; or
(d) the behaviour of the User or participants causes serious disruption, nuisance, or risk to the Premises or others.

4 Our obligations

4.1 Chelsea Theatre will: insure the Premises for any third-party claims arising from a fault of Chelsea Theatre maintain accurate records of bookings in line with the Data Protection Act 2018 provide full briefings and information on the Premises and Room which includes: health and safety information fire evacuation procedures operating the heating/cooling systems and all other equipment which has been provided by us.

5 Safety of children and vulnerable people

5.1 Regulated Activities (involving either children or vulnerable adults) shall not be undertaken on the Premises by the User without the valid certificates, permits and licences required to undertake the Regulated Activity.
5.2 The User must ensure that the:
- Children's Act 1989 and subsequent legislation
- Protection of Freedoms Act 2012
- Safe from Harm (Home Office Code of Practice)
conditions required by the Office for Standards in Education (OFSTED) and requirements of the Local Social Services Department (as appropriate) are complied with in undertaking a Regulated Activity on the Premises.
5.3 Chelsea Theatre shall be entitled to refuse or terminate a hire of the Premises for the use of a Regulated Activity in the event that the valid certificates, permits and licences are not produced, upon its request.

6 Hours available

6.1 The Room shall be accessible at the agreed start time, for the entirety of the Hire Period, and no later than the agreed end time.
6.2 The User shall be responsible for ensuring the Room is returned to its original state, clear of furniture and items, within the agreed booking time.
6.3 In the event that the User fails to return the Room to Chelsea Theatre within the end of the Hire Period, Chelsea Theatre shall be entitled to exercise its discretion to charge the User an amount up to the applicable rate for an hour's hire, which shall be payable before the User is allowed to use the Room in the future.

7 Payments of booking fees and advance payments

7.1 Chelsea Theatre shall only accept BACS transfers as payment method for invoices, subject to clause 7.3, or card payment via the link in invoice sent to the User.
7.2 Payments by Users must be made in line with the Financial Terms in Schedule 1, subject to clause 7.3.
7.3 For all BACS payments, the invoice number must be stated on the transfer reference number and receipt of proof of payment must be submitted to the Representative.
7.4 For bookings of £500 inc. VAT or above: A 50% deposit must be paid to Chelsea Theatre to confirm the booking. The balance must be paid to Chelsea Theatre at least one full week in advance of the first day of the booking.
7.5 For bookings below £500 inc. VAT the full amount must be paid to Chelsea Theatre at least one full week in advance of the first day of the booking.
7.6 Failure to comply with these payment terms (7.4 and 7.5) will void this hire agreement and Chelsea Theatre will have the right to hire the space to another client or withhold access to the space you have booked until the amount owing has been paid.

8 Cancellation of bookings

8.1 If the User chooses to cancel their booking for whatever reason, no refund will be given on any Hire Fee invoiced or paid.
8.2 Chelsea Theatre reserves the right to cancel bookings subject to these terms and conditions where:
(a) Government or emergency services instructions are given at any time for the Premises or Room to be closed.
(b) The User commits a breach of contract or fails to observe or perform any of these terms and conditions of hire.
(c) The hire would prevent the use of the Premises for some other purpose which the Chelsea Theatre deems to be urgent or of overriding priority.
(d) The Chelsea Theatre considers it necessary to carry out emergency repairs to the Premises.
8.3 In the event of the Chelsea Theatre cancelling a hire under section 8.5 (a), (c), and/or (d) above, we will either offer free use of a comparable space at the Premises subject to availability for a re-designated time at the User's discretion (subject to availability) or a full refund to the User. In the event of Chelsea Theatre cancelling a hire under section 8.2 (b), the booking fee will be retained.
8.4 Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement where such failure or delay results from events beyond its reasonable control, including but not limited to acts of God, pandemic or public health emergency, government restrictions, fire, flood, power failure, industrial action, or failure of utilities ("Force Majeure Event").
8.5 In the event of a Force Majeure Event preventing the hire from taking place, Chelsea Theatre shall, at its discretion, offer either a full refund of any Hire Fee paid or the opportunity to rebook a comparable Room at an alternative date, subject to availability.

9 Sub-hire

9.1 The User should not use, or permit the use of, a Room hired for any other purpose or in a manner other than as specified in their hire form.
9.2 The User must not sub-hire all or any part of the Premises to any other persons, without the written consent of Chelsea Theatre.

10 Capacity

10.1 The maximum number of people allowed in the Room should never be exceeded.
10.2 If chairs are to be used in the Room, the User must follow the guidelines set out by Chelsea Theatre to comply with fire regulations.

11 Insurance

11.1 The User shall be responsible for any third-party claims arising as a result of or from the Activity organised by the User on the Premises.
11.2 Users must ensure any entertainer has appropriate and valid insurances and licenses suitable for the entertainment provided.
11.3 Users must take full responsibility for securing such appropriate insurance required to cover injury, theft or damage to property belonging to or members of the public on the Premises during the time of hire. In addition, the insurances shall cover death or injury of a person on the Premises during the time of hire except such as may have occurred due to the gross negligence of Chelsea Theatre
11.4 Chelsea Theatre cannot accept responsibility for damage to, or the loss or theft of, property and effects occurring at the Premises during the time of hire.
11.5 The User shall indemnify and keep indemnified Chelsea Theatre against all actions, claims, demands, losses, damages, costs and expenses (including legal fees) arising directly or indirectly from the Activity, the use of the Premises or any breach of this Agreement by the User, except to the extent that such loss or damage is caused by the negligence or wilful misconduct of Chelsea Theatre.

12 Noise and nuisance

12.1 If recorded music is to be played in the Room during the Activity, the User must inform Chelsea Theatre of the purpose of the music so that we can secure all appropriate PRS licensing.
12.2 Sound systems, public address systems, speakers or amplifiers are not allowed to be used outside the Premises.
12.3 Equipment may be confiscated by Chelsea Theatre if noise levels are deemed to be a nuisance.
12.4 In the event of a complaint made due to excessive noise from the User's Activity, an additional charge may be made in order to offset any fines imposed as a result of the complaint made against the User.

13 Health & safety requirements

13.1 Obstructions must not be placed in gangways or exits in the Rooms or in the Premises.
13.2 Firefighting equipment must be kept in its proper place and only used for the intended purpose, and fire doors must not be obstructed or propped open.
13.3 Users must familiarise themselves with the Chelsea Theatre's fire action and evacuation procedures which are available in electronic and hard copies.
13.4 Users must ensure children do not interfere with fire equipment or falsely activate fire points as false call outs may be chargeable.
13.5 Highly flammable substances should not be brought into or used in any part of the Premises.
13.6 No unauthorised heating appliances may be used in the Premises.
13.7 A Representative must be informed of any accident or injury which occurs on the Premises during the Hire Period. The User shall be expected to complete an entry into the accident/incident book and to report all accidents.
13.8 The User is responsible for arranging any first aid provision for their Activity whilst on the Premises.
13.9 Chelsea Theatre accepts no liability for any claim or cost arising from any equipment introduced to the Premises by the User.

13.10 No ball games are allowed in the Premises.
13.11 No portable gas cylinders or barbecues are to be used in or around the Premises.
13.12 Bouncy castles or other inflatables are not allowed to be used in or around the Premises.
13.13 Fireworks are not allowed in or around the Premises.
13.14 No naked flames or candles are allowed to be used in the Premises.
13.15 Children must be supervised at all times.

14 Cleaning and security

14.1 At the end of the event, the User shall be responsible for:
clearing away all rubbish, food, equipment etc.
wiping and mopping up all spillages
returning furniture to its original position collecting and removing all rubbish from outside areas, including rubbish thrown in neighboring Premises
sweeping and mopping all floor areas
closing all windows and doors.
14.2 The User will be charged for the full cost of any additional cleaning required at £25+VAT per hour which will be payable before the User can use the Room again.

15 Storage

15.1 Recurring Users may store one box (ask for maximum dimensions) in our storage cupboard at £25 per month.
15.2 If further storage is required, this will have to be negotiated with Chelsea Theatre as storage space is premium.
15.3 All items stored must be removed by the end of the Hire Period. Chelsea Theatre reserves the right to remove any items not removed by the end of the Hire Period, unless a mutually agreed later removal date is agreed in writing by Chelsea Theatre.
15.4 When a Recurring User gives notice of termination of the use of the Premises, all items must be removed from the storage area. Chelsea Theatre shall be entitled to dispose of any items left in the storage area and any forgotten property after the Premises have been vacated upon termination.

16. Damage to premises

16.1 The full cost of any repair or replacement that arises as a result of the hire of the Premises including Agreed Furniture and Equipment Use will be chargeable to the User. If the costs exceed the booking fee which shall be the entire amount payable for the series of hire dates, the User will be required to pay the outstanding amount.

17 Legal requirements

17.1 It is the responsibility of Users to check if they require licensing in respect of their Activity and to obtain a licence from the relevant licensing body where necessary.
17.2 The Premises is not licensed for any form of gambling.
17.3 Although the Premises is licensed for the sale of alcohol or liquors, a User is not permitted to make any sale of alcohol or liquors on the Premises.
17.4 It is not permitted to possess or consume any illegal drugs or substances on the Premises.
17.5 The User shall ensure that participants do not undertake any illegal activities within and on the Premises.

17.6 The User shall ensure that smokers use the designated smoking areas.
17.7 The User is responsible for compliance with all statutory regulations and enactments relating directly or indirectly to the activity/event for which they are hiring the Premises.
17.8 Chelsea Theatre accepts no liability for any penalties, damages or costs which may be incurred in consequence of any breach or default in complying with any statutory provisions, regulations or conditions.

18 Data Protection

18.1 Chelsea Theatre shall process personal data in accordance with the UK General Data Protection Regulation and the Data Protection Act 2018.
18.2 The User warrants that any personal data relating to participants, staff, volunteers, children or vulnerable adults collected or processed in connection with the Activity shall be obtained and handled in accordance with applicable data protection legislation.
18.3 The User shall indemnify Chelsea Theatre against any loss, claim or liability arising from the User's breach of data protection legislation.

19 Food and Catering

19.1 The distribution of food or drink on the Premises is not permitted without the prior written consent of Chelsea Theatre.
19.2 Where permission is granted, the User shall ensure compliance with all applicable food safety, hygiene and allergen regulations and shall be solely responsible for any food or drink provided.
a) Corkage fee will also be paid for by the User if bringing food and drinks from off the premises for a hire. To be agreed with Chelsea Theatre prior to the event.
19.3 The User shall ensure that all waste arising from food or drink consumption is disposed of appropriately.

20 Access and Inclusion

20.1 The User shall ensure that the Activity does not obstruct access routes, emergency exits or facilities intended for use by disabled persons.
20.2 The User shall not make any alterations to the Premises or layout that adversely affect accessibility without the prior consent of Chelsea Theatre.

21 Governing Law

21.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
21.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.