### **CONDITIONS OF HIRE – THE KING'S HALL, HERNE BAY 2024**

This Agreement ("Agreement") is entered into between Canterbury City Council (the "Council") and the Hirer (the "Hirer") for the hire of The King’s Hall, Herne Bay (the "Venue").

**1. DEFINITIONS**

1.1 **"The Council"** refers to Canterbury City Council, the owner and operator of The King’s Hall.
1.2 **"The Hirer"** refers to the individual(s) or organisation completing the Booking Form and applying to hire the Venue.
1.3 **"The Venue Manager"** refers to the person responsible for the Venue’s operation or any authorised deputy.

**2. ACCEPTANCE OF TERMS**

2.1 By engaging with The King’s Hall, the Hirer agrees to the terms and conditions outlined in this Agreement and the completed Booking Form.
2.2 The Venue reserves the right to amend its policies or cancel any booking if the terms and conditions of this Agreement are not adhered to.

**3. BOOKING AND CONFIRMATION**

3.1 Before confirming a booking, the Hirer must have submitted all relevant documents including a Booking Form, a signed copy of the Conditions of Hire and additional paperwork relevant to the hirers event and as listed below:

* Risk Assessment
* Public Liability Insurance
* Child Protection Policy (if applicable)
* PAT Test Certificate (if applicable)

3.2 A provisional booking is not confirmed until all required documents are submitted, the deposit is paid, and the Programme Manager provides written confirmation. If the booking is not confirmed within three weeks of reserving a date, the Venue reserves the right to release the date.

3.3 The Hirer may not announce or promote the event until written confirmation from the Programme Manager is provided.

**4. TICKETING AND SALES**

4.1 All public event tickets must be sold exclusively through The King’s Hall's box office. The sale of tickets through third-party platforms is prohibited.
4.2 The King’s Hall uses Ticketsource for ticket sales. Hirers will be granted access to the box office for transparency.

4.3 Booking fees are passed on to the customer.
4.4 The Kings Hall is an inclusive and accessibility-friendly venue. Hirers must comply with the Venue's policy of offering free tickets for customers requiring a carer to attend the venue. 20 tickets are vaiable at no cost to the venue for each show.
4.5 Merchandise directly related to the show may be sold at the event, subject to a 15% commission on gross sales, payable to the Venue on the night of the event. Merchandise tables must be set up in designated areas as directed by the Venue Manager.

**5. ADMINISTRATION, TECHNICAL SUPPORT AND OPERATIONS**

5.1 **Administration Support**: All hires include five hours of administration support. Additional support will be charged at the standard overtime rate.
5.2 **Technical Support**: The Venue’s in-house tech team, supplied by Aura Events, is responsible for all technical operations. External technicians are not permitted without prior approval from the Venue Manager and must be supervised by the in-house team. Technical services will be invoiced separately by Aura Events.
5.3 **Venue Operations**: The Venue is responsible for event operations, including bar opening/closing and parking management. Hirers must follow staff instructions to comply with health, safety, and legal requirements. Non-compliance may result in cancellation without refund. Hirers must adhere to Venue layout and capacity regulations. Fixed layout options with specific capacities must not be exceeded.

**6. MARKETING AND PROMOTION**

6.1 **Complimentary Marketing**: The King’s Hall provides complimentary marketing support for public events, including:

* Display of flyers and posters inside and outside the Venue
* Social media posts on the Venue’s Facebook and Instagram pages
* E-shots to the customer mailing list

6.2 **Paid Advertising**: Additional advertising options include:

* Digital advertisement on the Venue’s main screen for a flat fee of £80 + VAT
* Paid social media/ Meta advertising through the Venue’s platforms (requires prior consultation with the Programme Manager)

**6.3 All promotional materials** referencing The King’s Hall or its logo must be pre-approved by the Venue. Hirers are not permitted to use the King’s Hall logo without consent.

6.4 The Hirer is responsible for providing the following promotional materials:

* **Physical**: A1 Posters (x2), A4 Posters (x10), A5 Posters (x1000)
* **Digital**: Event copy, square image (500 x 500 pixels), and landscape image (850 x 450 pixels) for website listing.

**7. PRE-SHOW AND SHOW TIMINGS**

7.1 Get-in times must be strictly adhered to. Early access is not guaranteed unless pre-arranged with reasonable notice.
7.2 The house will open one hour prior to the show start time.

**8. PARKING AND ACCESS**

8.1 The Venue does not provide on-site parking. Hirers and performers may park infront of the stage doors, but once full, must park off-site. Emergency access doors (bar doors) must remain unblocked at all times. Failure to comply will result in a performance halt until the area is cleared.

**9. CLEANING AND DAMAGE RESPONSIBILITIES**

9.1 The Hirer is responsible for leaving the Venue, including dressing rooms and stage, in the same condition as received. The Venue staff will not handle excessive cleaning, such as removal of set and props, food and excessive rubbish, or stains. An additional cleaning fee of £146 + VAT will be applied if the Venue is not returned to its original state.
9.2 The Hirer is responsible for any damage or loss to the Venue’s property during the hire period and agrees to indemnify the Venue against any claim or loss.

**10. SECURITY REQUIREMENTS**

10.1 SIA (Security Industry Authority) licensed security staff will be engaged for all public events, at the rate of one staff member per 125 attendees (minimum two staff). The cost of security staff is £30 + VAT per hour per staff member, with a minimum four-hour call. Security engagement is at the discretion of the Venue Manager or Designated Premises Supervisor (DPS).

**11. BAR OPERATION**

11.1 The Venue’s bar retains 100% of its takings during all events. The bar will operate as directed by the Designated Premises Supervisor (DPS).

11.2 No outside food or beverages may be brought onto or consumed on the premises; any breach of this condition will incur a corkage fee charged to the hirer.

**12. FINAL INVOICING AND TICKET SALES**

12.1 The Hirer will receive a final ticket sales report the week following the event. Instructions for invoicing the agreed box office amount will be provided.

12.2 If the Venue has suffered any damage or excessive cleaning is needed, ticket sales income will be held until the bill has been settled.

**13. INSURANCE AND LIABILITY**

13.1 The Hirer is responsible for ensuring compliance with all applicable health, safety, and insurance regulations.
13.2 The Hirer must provide a copy of their Public Liability Insurance to the Venue before the event, with a minimum coverage of £5 million.

**14. CANCELLATION OR CLOSURE OF VENUE IN EXCEPTIONAL CIRCUMSTANCES**

14.1 The King’s Hall reserves the right to cancel or close the Venue in exceptional circumstances, including but not limited to:

* Force majeure events (e.g., natural disasters, pandemics, civil unrest)
* Health and safety concerns
* Unforeseen technical issues or Venue damage

14.2 In the event of cancellation, the Hirer will receive a full refund of any payments made for the booking.
14.3 The Council will make reasonable efforts to notify the Hirer as soon as possible if such cancellation is necessary.
14.4 The Hirer agrees that no further claims can be made against the Council beyond the refund of payments.

**15. BEHAVIOUR AND CONDUCT**

15.1 The King’s Hall has a strict no-tolerance policy regarding rude, obstructive, or difficult behaviour from the Hirer, their staff, or any guests associated with the event. This includes, but is not limited to, aggressive conduct, verbal abuse, or actions that disrupt the operation of the Venue. Any such behaviour may result in immediate removal from the Venue and/or cancellation of the event without refund. The Hirer will be held responsible for the conduct of their staff, performers, and guests and agrees to take all necessary steps to prevent any disruptive actions.The Programme Manager or their appointed representative will have the final authority in determining whether behaviour is inappropriate, and their decision will be binding.

**16. PROFESSIONALISM AND DISCRETION**

16.1 The Hirer, their staff, performers, and guests are expected to conduct themselves with the highest level of professionalism and discretion at all times, both during and after the event. Any inflammatory statements, the disclosure of confidential or private information pertaining to the Venue, the event, or any associated parties, whether in public or private forums, is strictly prohibited. A breach of this clause may result in the immediate cancellation of the event without refund, and/or the Council may take further legal action as deemed appropriate. The Hirer acknowledges that the Council reserves the right to seek damages and any other remedies available under the law for any harm caused by such disclosures.

**17. FOYER**

17.1 The Hirer acknowledges that the café in the foyer is a separate business to The King’s Hall and is not included as part of their Venue hire. As such, the Hirer cannot make requests for the café to be open in addition to, or instead of, the bar service provided by the Venue.
17.2 The Hirer agrees to refrain from invading or disrupting the café area, particularly when it is open to the public.
17.3 The Hirer acknowledges that the foyer and toilets are open to and used by the general public during the hours of 8:30am to 5:00pm, Monday to Sunday.
17.4 The Hirer agrees to take into account this shared public access when planning their event and acknowledges the need to implement any additional risk assessments or child protection measures during these times, particularly where children or vulnerable individuals may be present.

**18. GENERAL PROVISIONS**

18.1 These conditions constitute the entire Agreement between the parties. Any amendments must be made in writing and signed by both parties.
18.2 In the event of a dispute, the decision of the Venue Manager shall be final.

**AGREEMENT AND ACKNOWLEDGEMENT**

By signing below, I, the Hirer, acknowledge that I have read, understood, and agree to comply with the terms and conditions outlined in this Agreement. I undertake to operate within the framework of these terms for the duration of the hire period and ensure that all obligations and responsibilities are met.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_