

TURNER SIMS Southampton

TERMS AND CONDITIONS

Please read these before you pay your deposit.

Your completed booking form must be received a minimum of 6 weeks before the date of your event. If it is not received by this time (even if a deposit has been paid) Turner Sims Southampton will not accept your booking.

All charges must be paid by the Hirer within 30 days of receipt of an invoice, unless otherwise specified.

In the case of cancellation by the Hirer, your £150 non-refundable deposit will be kept as a cancellation fee. If cancelling within one month of your event the full hire fee is chargeable.

Any increase to the number of hours hired as stated in this Agreement for Hire will incur an additional hire charge, which will be added to your final hire settlement.

In the event of the hirer wishing to postpone the event additional charges will apply. Please note that the postponed date must be within 6 months of the original date as the deposit will no longer be valid after this time. If a date is not available within this time scale and the event has to be cancelled Turner Sims reserves the right to charge the full amount of the hire.

Box office and Marketing

Tickets must be sold by Turner Sims. Tickets sold from the Turner Sims Box Office on the hirer's behalf will incur a 10% commission. Ticket sales for student events will be subject to a 15% commission if over 100 tickets are sold, and a 25% commission if under 100 are sold.

The hirer is entitled to ten complimentary tickets free of charge, any other complimentary tickets will be charged at 10% of the full price of a standard ticket. If you are giving away a lot of complimentary tickets this will need to be discussed in advance and other charges may apply.

VAT on your commission will be taken at standard rate.

Advance publicity for the event must comply with the guidelines in this document and proofs of all publicity must be shown to Turner Sims management before going to print. Turner Sims has the right to prohibit the issue of any publicity material that it may consider objectionable.

Management

Turner Sims will provide a duty manager for the event. This manager is responsible for unlocking and locking the building, overseeing the management of services being provided by Turner Sims and for enforcing the Fire and Safety regulations as outlined in this document. Their word is final in all aspects of the running of your event.

Insurance

The hirer is required to hold adequate Public Liability Insurance to indemnify them, their guests, employees, agents and subcontractors against their legal liability to third parties. (Event Insurance Services 01425 470360 offers a one day event insurance policy). The insurance held by Turner Sims does not extend to include hirer's liability.

Turner Sims shall be responsible for any personal injury (including death) to any person caused by its negligence but not for injury arising from any other cause regardless of where such injury occurs.

Subject to the provisions of SS2 and SS3 of the Unfair Contract Terms Act 1977, Turner Sims and its employees shall not be liable in any circumstances for:

Loss or damage to property of the hirer, their guests or other visitors however caused, including damage to vehicles parked on University property.

Any breakdown of machinery, failure to supply of electricity or water, leakage of water, fire or Act of God, which may cause the premises to be temporarily closed or the hiring interrupted or cancelled.

Any loss of profit, loss of financial, economic, indirect or consequential loss of any kind however caused.

Damage and Cleaning

The hirer is responsible for any damage to Turner Sims property arising in connection with their use of the facilities and will pay on demand the amount required to make good or remedy such damage, including compensation for loss of business while such damage is being repaired. It is the responsibility of the hirer to ensure their insurance covers this liability.

The hirer is also responsible for and will pay for on demand the costs for any exceptional additional cleaning required after the event.

Ushers

In order to comply with the public entertainment licence and safety regulations, it is a condition of hire for use of Turner Sims by any group for a public event that a minimum of five ushers 18 years of age or over are provided by the hirer.

It is essential that the ushers do not take part in the public event in any other way other than as an usher. The ushers must report to the Front of House team one hour before the start of a performance for a safety briefing. The people nominated must be prepared to take on the responsibility of the safety of the audience in the event of an evacuation. Enclosed is a copy of the evacuation procedure for all ushers to read before agreeing to the position. Please ensure they all have a copy of this.

The doors of Turner Sims cannot open to the public until the safety briefing has taken place and the ushers are in their positions.

If your Ushers are not here on time and have not had their briefing, your performance will not be allowed to start until they are.

Fire Regulations

No spirit stoves, candles, lamps, flammable gas or spirits shall be brought into Turner Sims. Any flammable materials brought into Turner Sims for use on stage must be sprayed with fire retardant spray. Turner Sims reserves the right to test materials to check this.

All fire exits must be kept free from obstruction. Fire doors are labelled "Fire Door Keep Closed" and must be kept closed when the public are in the building.

The design of Turner Sims is such that one of the fire exits is on the stage level. To comply with regulations, groups using the auditorium for public concerts must ensure that a gangway one metre wide is left as a fire channel across the stage area leading to the backstage doors (see Front of House managers for exact location).

Under the Fire regulations, numbers of people on stage with mobility problems is restricted. You will need to ensure there are enough people available to help evacuate them should this be necessary.

The Management reserves the right to change your capacity at any time to ensure your group comply with these regulations. If this has to be enforced on the night of your concert, it is your responsibility to explain to your customers the reason why they cannot attend the concert.

It is a condition of hire that the Fire and Safety regulations outlined in this document are observed by the Hirer. Turner Sims has the right to cancel, not start or halt any event that does not observe the above regulations.

General

All equipment belonging to the Hirer must be removed from the premises immediately after the event.

No electrical equipment may be brought into Turner Sims unless it has been PAT tested within 12 months of the event and agreed in advance (a copy of your certificate is required as confirmation).

No animals, except guide and hearing dogs shall be brought into Turner Sims without prior permission from the Concert Hall Manager.

No alcoholic or other beverages may be brought into the concert hall for sale or issue to members of the public.

The Hirer is not at liberty to sub-let Turner Sims or pass-on responsibility for this agreement to a third party.

If the use of Turner Sims for this event is prevented by reason of force majeure, strike, lock-out, dispute, civil commotion, epidemic, or national mourning, no claim shall be made against Turner Sims in respect of the non-fulfilment of this agreement.

Usher Duties

Please ensure all your Ushers have been given a copy of this before agreeing to take on the responsibility.

Ushers must report to FOH Managers 1 hour before the event to receive a safety briefing.

They are required to take their positions on the doors as soon as the house is open.

They must stay inside the auditorium during the performance.

They must wait for all patrons to leave at the end of the performance.

They should check the auditorium for debris and glasses after the performance and remove if appropriate.

In the event of a fire

In the event of a fire, the management will stop the performance and announce the need to evacuate the building.

They will explain which the safe exits to use are.

The ushers at the safe exits will open the auditorium doors and start evacuating the public by the nearest fire exit door, directing them to the Fire Assembly Point (The Front of House managers will point this out to you when they do the safety talk before your event).

The Ushers on the unsafe doors will stand in front of them to stop people using them.

All Ushers will help with the evacuation until the building is clear and then go themselves to the Fire Assembly Point.

The ushers should ask patrons if their whole party is with them and report back to the Front of House Managers should anyone be missing.

Please remember that all ushers must be at least 18 years of age and must not be performing in any part of the show or have any other duties apart from ushering.