

MOUNTVIEW

TERMS & CONDITIONS

DEFINITIONS

This document outlines the terms and conditions for hires agreed between Mountview Academy of Theatre Arts Ltd (a registered company, no.01019858 and a registered charity, no.274166) "Mountview", and "the Hirer", meaning the organisation / individual in whose name the booking is made. Any amendments to these terms and conditions must be agreed in advance and made in writing by Mountview and the Hirer.

CONFIRMATION AND PAYMENT

- Full payment for bookings is required in advance. All bookings are considered provisional until the Hirer confirms the booking by making payment and providing information regarding the nature of their event, its activities, its personnel and content.
- Payment arrangements will be as follows:
 - For bookings under £500 in value: payment by credit / debit card over the phone or in person
 - For bookings over £500 in value: payment by invoice (or credit / debit card upon request)
 - For bookings over £2,500 in value: contract and invoice
- Payment terms for any invoiced Hires will be 10 working days, unless otherwise stated.
- VAT at the prevailing rate is chargeable on all services and facilities provided.
- By making payment for their booking, the Hirer is deemed to have accepted these Terms and Conditions.
- The Hirer shall not be entitled to assign, sub-license, sub-hire or transfer any of its rights or obligations, save with prior written consent of Mountview.
- Any further space, equipment or services requested during the course of the hire are subject to availability and additional charge. Where a Hirer overruns, an overtime fee will be charged.

ADVANCE INFORMATION

All Hirers will be required to provide the following information, a minimum of 48 hours prior to the commencement of the Hire:

- Personnel list
- Contact details for the designated onsite contact
- Any requests for vehicular access to the Service Yard (for the purposes of load ins and load outs)

CONDITIONS OF HIRE

- **Reasonable Use:** Hirers are expected to take all reasonable care to ensure the orderly and safe use of the venue as a whole and should only use the venue for the purposes agreed at the point of booking. The Hirer is expected to ensure rooms are kept reasonably clean and hygienic; not interfere with any other person's use and enjoyment of the premises; not enter any area of the venue except those expressly hired for their use; and observe all relevant and applicable Acts of Parliament, by-laws, and health and safety regulations.
- **Sound & Effects:** To preserve good relations with our neighbours, the local authority and the visiting public, Mountview shall always be the final arbiter of volume levels, special effects and any other activities which may be seen or heard from inside or outside the building. Hirers will be expected to keep volumes at standard rehearsal levels and may not bring external sound systems or speakers into the building without prior permission from Mountview.
- **Personal Property:** Mountview does not provide storage facilities and will not be liable for any personal belongings or third-party equipment brought onto the premises.
- **Security Passes:** The Hirer must ensure all personnel sign in on first arrival and display a Mountview-issued Guest Pass and lanyard at all times, and that these are returned at the end of the Hire period. Any unreturned passes / lanyards will incur a replacement fee.
- **Audiences:** Where a hire / event includes an invited / public audience this must be made clear at the point of booking and may, at Mountview's absolute discretion, necessitate a further charge to provide sufficient front of house staffing.
- **Flooring:** Hirers should refrain from wearing any footwear, or undertaking any activity that may scuff or damage dance floors in rehearsal studios. The Hirer is liable for any damage caused to flooring.

- **Deliveries:** Hirers should not arrange any deliveries direct to Mountview, unless by prior agreement. Where consent has been granted, Mountview does not accept liability for any loss or damage to deliveries, and the Hirer is responsible for moving any deliveries throughout the Venue.
- **Vacating the Premises:** The Hirer may only be in the Venue at the times agreed at the point of booking. Extension of access to the Venue (including load in and load outs) is chargeable and at the absolute discretion of Mountview. On departure, all items belonging to the Hirer must be removed. Any items left on the premises at the end of the Hire will be removed or disposed of by Mountview, unless prior arrangements have been agreed for their storage and collection. The Hirer will also be liable to Mountview for the costs associated with returning, removing, storing or disposing of any such items.

RESTRICTIONS

- **Smoking, Weapons, Fire, Smoke/Haze:** The Hirer and their personnel shall not bring onto the premises any weapons, explosives, inflammable material, fireworks or other pyrotechnics, or smoke/haze equipment without prior approval. The Hirer shall not use any naked flames in/on any part of the premises. Smoking, including vapes, is not permitted anywhere on site.
- **Alcohol:** Alcohol may only be consumed in the public bar areas. The Hirer and their personnel shall not bring onto the premises any alcohol without prior approval.
- **Signage:** No signs may be affixed/displayed in any part of the Venue without prior permission. Standing signposts are available upon request and should be used for displaying all pre-approved signage.
- **Live Animals:** No live animals, except for approved service dogs, may be brought onto the premises.
- **Bicycles:** Bicycles (with the exception of folding bicycles) are not permitted inside the building.
- **Food & Drink:** Only bottled water is allowed inside the theatres and studios. No food is allowed in the theatres or studios without prior agreement from Mountview.
- **Sound and Visual Recording:** Sound and/or visual recording may only be made at or broadcast from the premises with prior permission from Mountview. Mountview will charge an additional broadcast fee for any sound or visual recording(s) made on site.
- **Mountview's name, brand and standing:** The Mountview name, logo and branding may only be used with prior approval. The Hirer and its personnel will not do, or allow to be done, anything which may affect or damage the reputation, image or standing of Mountview.

RESPONSIBILITIES

- **Insurance and Liability:** The Hirer must hold sufficient insurance to cover their activity and any damage to personnel, audiences, equipment and property.
- **Disruption:** Should the Hirer, its personnel, or guests engage in disruptive or dangerous behaviour while on the premises, Mountview reserves the right to terminate the Hirer's booking with no refunds. This is taken at the absolute discretion of the nominated member of Mountview staff on duty.
- **Health & Safety:** The Hirer and its personnel will comply with all health and safety requirements outlined by Mountview. The Hirer must respect any requests made by Mountview with regards to safety and building operations, and must not obstruct fire exits; obstruct, move, or tamper with fire equipment; or occupy corridors, stairwells or other spaces which have not been hired or agreed.
- **Performing Rights & Statutory Regulations:** The Hirer must comply with the requirements of the Performing Rights Society and/or of Phonographic Performances Ltd and be responsible for the payment of any taxes or royalties chargeable or payable in respect of any musical or dramatic works performed by the Hirer at the Venue, whether live or pre-recorded.

CANCELLATIONS & AMENDMENTS (FOR BOOKINGS UNDER £2,500 IN VALUE)

- **Cancellations by the Hirer:** We are unable to provide refunds/credit for any cancellations made with less than 3 working days' notice prior to the event date. Where cancellations are made with more than 3 working days' notice, a credit will be issued to your account to be applied to a future booking.
- **Amendments or Cancellations by Mountview:** Should the space become unfit to hire out, we reserve the right to offer a reasonable alternative of similar specification within the Venue or alternative dates to reschedule the hire. If neither of these options are practical for the Hirer, Mountview will serve notice to cancel the hire and repay to the Hirer all sums received in relation to the Hire. Mountview will not be liable for any loss or damage arising from such amendments or cancellations.

DAMAGES AND REINSTATEMENT

- The Hirer will not make any modifications or alterations to the venue and shall return the venue to Mountview in the same condition it was in before access was granted.

- The Hirer shall repay the cost of reinstating and replacing any part of the venue, and any contents (e.g. furniture, technical equipment, lanyards, pianos) or property belonging to Mountview which may be damaged, destroyed, stolen or removed directly and / or indirectly because of the Hire.

Reviewed on 1 September 2023 by:

CHARLOTTE CASTLE

Director of Advancement