**FACILITY HIRE TERMS & CONDITIONS**

General Conditions of Hire

DEFINITIONS:

In these conditions of hire:

“The Hirer” means the person signing the contract for hire. Where an organisation is named in the contract that organisation shall also be considered the hirer and shall be jointly liable with the person who signed the contract.

“The Premises” means the building or part of The Northern Studios (TNS) complex booked.

“The period of hire” means the date(s) and time(s) for hire referred to in the booking form, contract and other correspondence.

“The Event” means the period of hire.

“The Authorised Person” means the manager of The Northern Studios (TNS) or any person or persons nominated by him/her or The Northern Studios (Hartlepool) Ltd.

GENERAL CONDITIONS:

1.The hirer shall not use the premises, or permit the premises to be used for any other purpose other than for the purpose or purposes specified in the contract. The hirer will be responsible for the conduct and behaviour of all people attending/involved with their production.

2.The hirer shall take good care of, and shall not cause any damage or permit any damage to be done to the premises, or any part of the premises or the fixtures, fittings and equipment on the premises or to any part of the building of which the premises form part or any other building or structure within the curtilage of the building, and any damage caused or permitted by the hirer, his/her servants, agents, contractors or any other person resorting to the premises by reason of his/her hire of them shall be made good by TNS at the cost to the hirer and the hirer shall inform the Studio Manager of any such damage as soon as practical and the hirer shall confirm it in writing within 24 hours of its discovery. The cost of such damage shall be certified by the Authorised Person whose decision shall be final.

3.

3.1 The hirer shall be liable for and shall indemnify TNS against all actions, proceedings, claims, damages, charges, costs, expenses whatsoever brought or made against TNS in respect of any damage, theft or loss of property, goods, articles or things placed, deposited, brought into or left upon the premises or other part of the building of which the premises forms a part either by the hirer for his use or by any other person using the premises by reason of his/her hire unless due to the negligence of TNS, their servants or agents.

3.2 TNS shall not be liable for any loss due to any industrial action, breakdown of machinery, failure of supply of electricity, leakage of water, fire, Government restrictions or any other circumstances beyond its reasonable control, which may cause the premises or any part thereof to be temporarily closed or the hiring to be interrupted or cancelled, nor for any failure of the hirer to gain access to the premises unless due to negligence of TNS, their servants or agents.

4.The hirer shall be liable for, and shall indemnify TNS against all actions, proceedings, claims, damages, charges, costs expenses whatsoever brought or made against TNS in respect of any personal injury to or the death of any person arising out of or in the course of the hire of the premises by the hirer, unless due to negligence of TNS, their servants or agents.

5.The Authorised Person or other representatives of TNS can refuse the right of entry at any time during the hire period.

6.The hirer, employees, agents and contractors shall, during the period of hire and during such other times as they, or any of them shall be in the premises for the purpose of the hiring comply with all requirements of the Authorised Person.

7.

7.1 The hirer shall, during the period of hire be responsible for:

a\*) The Hirer must effect its own insurance cover against consequential loss of profit and other Risks and must effect its own cover against loss damage or theft of its own equipment brought onto the premises, equipment hired in by themselves and equipment owned by TNS. All equipment must be covered by the insurance of the Hirer for the entire period that it is at the premises of TNS, i.e. from the time it is delivered to the studio until it is collected by, or delivered to, the sub-contractor or Hirer. Under no circumstances will TNS entertain any claims arising out of any failure of the Hirer to effect its own insurance cover.

The Hirer must send to TNS, by mail or e-mail, a copy of their production insurance certificate prior to the commencement of the booking.

a) the efficient supervision of the premises, including the orderly and safe admission and departure of persons to and from the premises and assisting the Authorised Person in the orderly and safe clearance of the premises in case of emergency

b) keeping the premises safe and ensuring good order and decency is maintained

c) keeping the conditions imposed from time to time by the Fire Officer and ensuring that all doors giving exit from the premises shall be kept unlocked and unobstructed, and immediately available for exit during the whole time the premises are in use and no obstruction shall be place or allowed to remain in any corridor giving access to the premises

7.2 If you fail, in the opinion of the Authorised Person, to comply with clause 7.1 he/she shall be permitted to suspend or terminate the function for which the immediate clearance of the premises may be required. TNS will not be liable for any damages arising from the termination or suspension unless arising directly from TNS’s negligence

9.The hirer and his servants, agents, contractors and others allowed on the premises by reason of its hire shall leave the premises by the expiry of the hire period. If they have not, the hirer will be required to pay TNS a surcharge amounting to the TNS’s normal hire charge for the premises until the premises have been cleared.

10.No alterations or additions to the premises, the fixtures, fittings, scenery and/or equipment or the decorations at the premises shall be carried out without the consent of TNS. At the end of the hire period the Premises must be surrendered in the same condition that it was in at the start of the hire period. Any costs incurred by TNS arising out of any breach of this Condition shall be paid by the Hirer.

11.No nails, or fixing or any kind shall be driven or put into any wall, floor, partition, pillar, ceiling, fitting or furniture of any kind.

12.The use of any equipment provided by TNS is at the risk of the hirer and TNS will accept no liability or responsibility for it unless any damage to it is due solely to the negligence of TNS or its employees.

13.The hirer shall be wholly liable and responsible for any loss or damage to the premises or any part of it or its fixtures or fittings or to any of TNS’s equipment used by him/her or by persons permitted on the premises by reason of his/her hire.

14.No furniture or fittings or equipment shall be moved or removed by the hirer.

15.No bills, placards, posters or notices of any description shall be posted on or against any part of the exterior of the premises or inside the premises without permission from TNS.

16.

16a) The Hirer is responsible for providing a health and safety risk assessment for each shoot, and to take suitable steps to implement the appropriate health & safety measures and procedures.

16b) It is also the responsibility of the Hirer to have full production insurance to cover all personnel, equipment and property.

16c) The Hirer shall not carry out special stunts or effects (e.g. animals and insects, armourers, asbestos, diving and water effects, explosives, fire effects and pyrotechnics; flying ballet; lasers and lighting effects; scaffolding and similar structures; specialised rigging and wiremen; hydraulic hoist contractors, smoke effects and stunt artists) without permission and the agreement of a risk assessment with the Authorised Person. Stunts and effects must be supervised by experienced and qualified personnel, and full insurance taken out to cover such stunts/effects. This is the responsibility of the Hirer at all times.

16.1The hirer shall not permit the use of any naked lights without permission

16.2The hirer shall not bring or permit to be brought onto the premises any weapons, explosives, inflammable material, fireworks or other pyrotechnics or permit the use of any naked lights in any part of the premises without permission and the agreement of a risk assessment with the Authorised Person.

16.3The hirer shall not bring or permit to be brought onto the premises any electrical appliance or additional lighting effect without the prior written consent of the Authorised Officer, who may as a condition of his/her consent require that before any such electrical appliance and/or additional lighting effect is used it shall be inspected and approved by a competent electrical engineer nominated by TNS.

16.4Alcohol may not be brought on to or consumed on these premises without prior consent.

17.TNS will, at their own expense, provide for the normal heating and normal lighting of the premises (but not further or otherwise), but shall not be responsible for any failure thereof or defect to the heating and/or lighting or loss or damage resulting therefrom unless due solely to their negligence or the negligence of their servants or agents.

18.The hirer will be separately billed for electricity consumed during the event.

19.All furniture, apparatus, appliances, equipment and other supplies brought or sent to the premises by or on behalf of the hirer shall be unloaded, placed in position and removed by the hirer at such time or times as the Authorised Person may direct.

20. The Premises are available for the exclusive use of the Hirer named in the booking. The hirer shall not assign, sub-contract or sub-let any interest in the premises or any part of it, and shall not use the premises for any other purpose than that set out in the booking agreement, without the prior written consent of TNS.

20.1) Where the Hirer engages a sub-contractor for the provision of specialised stunts or effects, the Hirer must obtain a written risk assessment from the sub-contractor and incorporate such assessment in the Hirer’s own risk assessment referred to in 16a).

21.The hirer shall observe and comply with the terms, conditions, restrictions and requirements of any Act of Parliament, Statutory Instrument, Regulations or Licence under which the premises or any part therefore may be used, and shall not do or permit to be done, or permitted in or about the premises any act or thing whereby such Act of Parliament, Statutory Instrument, Regulations or Licence may be liable to be suspended or forfeited or the renewal or transfer thereof refused or endangered and shall indemnify TNS and any person in whose name any Licence may be held on their behalf against any loss of revenue, benefits, damages, costs and expenses that may be incurred by then or him/her owing to the breach, non observance or non performance of any such terms and conditions and restrictions and requirements aforesaid.

22. Payments, Additional Charges & Cancellation:

22.1. Hirers are required to pay a 25% deposit which is refundable within 7 working days.

22.2. Hire charges must be settled prior to commencement of the hire period, unless otherwise agreed with the Authorised Person.

22.3 Bookings may only be extended with the prior consent of the Authorised Person and any additional services or modifications to the booking must be paid for by the Hirer.

22.4 The Hirer may be charged an additional fee at the discretion of TNS where the Premises returned in a damaged condition.

23. Bookings cancelled between 30 and 7 working days before the event will be subject to a charge of 25% of the total hire cost.

Bookings cancelled less than 7 days before the event will be subject to the total room hire cost.

24.TNS may cancel the hiring at any time without stating a reason, and if so TNS shall refund to the hirer all monies paid by him/her to TNS any monies payable for the period of the hire unpaid at the time of cancellation shall cease to be payable unless the cancellation is due to some act or default of the hirer provided always that TNS shall not be liable to pay any compensation to the hirer in respect of such cancellation.