

Hiring the Sallis Benney Theatre



Introduction

The Sallis Benney Theatre sits within the University of Brighton, Grand Parade and is run by Brighton CCA, centre for contemporary arts. This versatile space hosts an array of events including theatre, dance, music, film, fairs, conferences and debates.

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Overview

Seated Capacity – 250
Standing Capacity – 400

Seating Formats:
201 on Rake enhance
events such as panel
talks/informal lecture
events/events in open
format.

+ 3 rows x 14 chairs in
well
+ 15 either side of well

Backstage:
2 dressing rooms (15
capacity each)
Accessible toilet Shower
facility

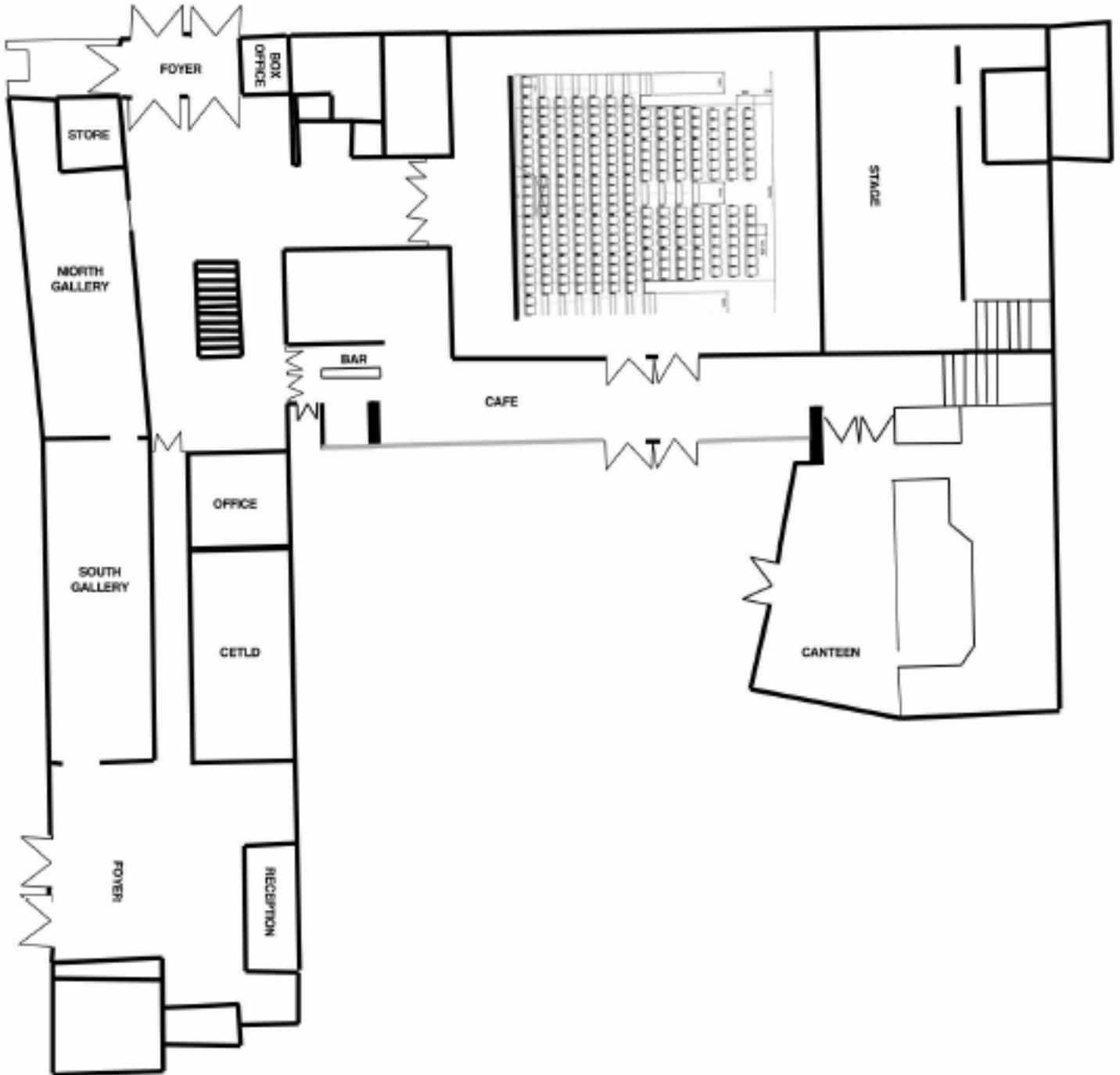
Dimensions

Main stage
15.4m wide x 5.95 depth
With side wings playing
area dimensions are 10m
wide x 5.7m deep

Height to lighting bars:
Onstage: 4.5m
FOH: 5.4

*Please note low beam
across centre stage at
4.1m height





Do not scale from these drawings. All measurements to be checked on site.

Lighting

A choice or combination of three rigs is available:



1. We provide a fixed lighting rig comprised of a Warm and Cold general cover, up to 12 Source 4 Profile spots, 12 Thomas Par Cans as back light and 6 Mac 250 Moving Lights. 4 Wash units are positioned on stage and 2 Mac 250 Entours are rigged Front of House.

Lights are controlled through a fully programmable ETC Ion Lighting Desk – with an expansion wing providing 40 sub master faders.



Any required changes to the standard rigs above can be discussed and agreed prior to the event.

2. In addition to our LED house lighting system, the Well section of the seating area has separate lighting to enhance events such as panel talks/informal lecture events/events in open format.

3. Spotlights are rigged to light speakers standing at the lectern – positioned stage left. The lectern is equipped with a PC, HDMI & VGA inputs and a Document Camera. It is moveable but must remain on the stage.

Audio



We have an in-house Tannoy Vnet Powered P.A. system which is suitable for playback of pre-recorded material, for spoken word, (talks, lectures), simple live music events and for general voice reinforcement.

We can provide 4 Sennheiser 2.4Ghz Radio Microphones.

We have 2 handheld units and 4 lael units with either lavalier clip mics or lightweight headset mics. In addition, we have 4 Gooseneck table microphones, 4 DI boxes and a range of Sure vocal/instrument microphones.



The sound desk is a Soudcraft GB4 32 Channel Analogue desk, positioned in our control room – located at the rear of the raked seating. Outboard equipment includes a Yamaha SPX2000 FX unit, Denon C615 CD player, 2 IEQ 31 Band Graphic Equalisers (FOH mix and 2 Auxiliaries for Stage Monitors) and 4 Channels of Dbx1066 Compressor/Limiter/Gate. Events can be recorded through the sound desk.



For larger scale live music events it is necessary for hirers to provide their own PA system and FOH Sound desk and Sound engineer. Technical requirements for such concerts should be discussed with the theatre technician.



Projection

A 6500 lumen Panasonic PT-MZ670 Projector, Panasonic DMP- BDT130 DVD/ Blu Ray Player, HDMI and VGA Inputs and a 7m Wide/4m High Harkness Front Projection screen is available for use.

Other

An additional range of presentation equipment is also be available for hire including: Flipcharts, Document Cameras and HD Camcorders.

Costings

Minimum 4-hour hires to include set up and get out

Monday – Saturday £80 + VAT per hour

Sunday £100 + VAT per hour

Staffing

Within the offered base rate, we assign one of our event staff to take you through the booking and oversee the event on the day.

During the event we supply:

1 x Theatre Technician

1 x Duty Manager

1 x Event Steward

Any cash handling happens within the box office and we ask that the hirer supplies a designated member of staff to be responsible.

Additional Spaces

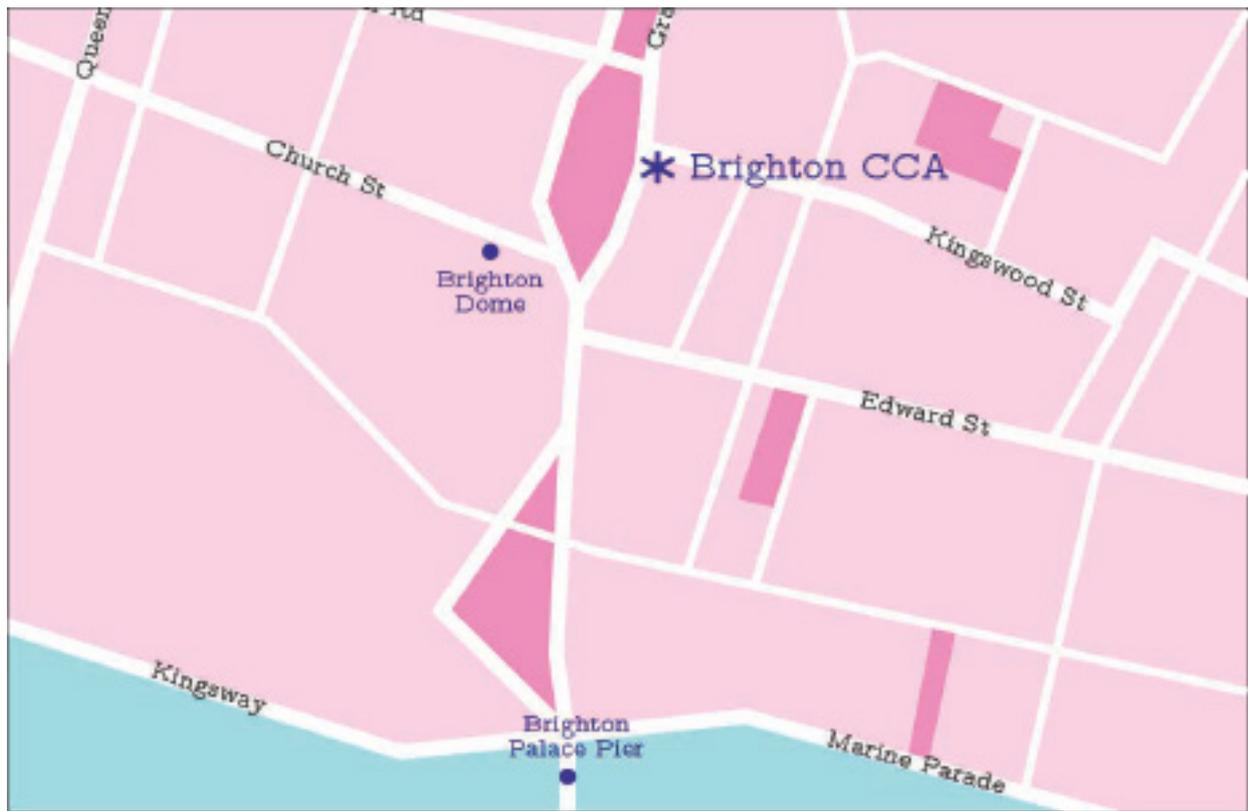
Grand Parade café/bar

Restaurant Space

Garden Area

Breakout Rooms

ALL ADDITIONAL SPACES SUBJECT TO AVAILABILITY & MAY INCUR A COST



How to get here

Brighton CCA
University of Brighton
58–67 Grand Parade
Brighton BN2 0JY
United Kingdom

We are not able to provide parking at Brighton CCA, however, disabled parking spaces available.

Access

The Brighton CCA and University of Brighton is committed to being open and accessible to all, and has step-free access throughout its public spaces. The venue is wheelchair accessible although some areas within the auditorium are not. We can organise BSL and Hearing Loops.

Terms and Conditions for the hire of the Sallis Benney Theatre

Definitions:

'Brighton CCA' means Brighton CCA, part of the University of Brighton, whose registered address is University of Brighton, Mithras House, Lewes Road, Brighton, BN2 4AT

'The Venue' shall be the Sallis Benney Theatre at 58–67 Grand Parade Brighton BN2 0JY

'The Customer' means the Company, Institution, Organisation or Individual on whose behalf this legally binding Contract is made.

'Charges' means the amounts payable by The Customer for the hire of a room or rooms, consumables and Audio Visual/Media services as set out in the Agreement between The Customer and Brighton CCA

'The Event' means the event, conference or production, the date of which has been agreed by the parties and at which Brighton CCA is engaged to provide the Services

'The Caterer' is University of Brighton Hospitality Services.

'Consumables' means the food, drink, wines and spirits supplied at The Event.

'Hire Period' means the period of time to hire room or rooms as agreed between Brighton CCA and The Customer.

'Package' means the combined services supplied by Brighton CCA to The Customer.

A 'Chaperone' means someone registered with the council to look after children who are working in entertainment. Their duty is to ensure that the children's safety, comfort and welfare are always taken care of. It is a legal requirement that whenever children of compulsory school age are engaged in public performances or entertainment under a licence issued by the Local Authority, they must be supervised at all times by a licensed chaperone, unless they are under the direct supervision of either parent or an agreed tutor. The chaperone is responsible for the child at all times except when they are rehearsing, performing or with the child's own parent or carer. A licensed chaperone may look after up to a maximum of 12 children of the same sex. Therefore more than one chaperone may be required.

'Internal / External' Hires means a hire is considered internal if it is a University of Brighton member of staff who is the main event organiser and

is present at the event on the day, assuming responsibility for the event as The Customer

provides a University cost code for the recharge of the cost of the hire.

If the above criteria are not met, then the booking is considered an external hire and the appropriate rate is charged and invoiced plus VAT.

Hires for Students' Union Societies are charged at the internal rate plus VAT

1. ROOM HIRE

- a) Any rooms or areas at the University of Brighton, Grand Parade or Edward Street sites made available to The Customer are by agreement with Brighton CCA and are subject to payment by The Customer of the Hire Charge or Package
- b) Applications for venue hire will be accepted only if the nature of the function is considered appropriate by Brighton CCA and in sympathy with the ethos of the University of Brighton. Brighton CCA and the University of Brighton reserves the right to refuse a booking.
- c) The Customer will ensure that The Event will not be conducted and that its guests will not behave in a way which will or may constitute a breach of the law or cause a nuisance or be an infringement of any justices license held by Brighton CCA. In particular (but without limitation) The Customer shall ensure that there is no betting or gaming.
- d) Brighton CCA and the University of Brighton reserves the right to exclude or eject any persons from The Event, whom it reasonably considers to be objectionable (including any person engaged by The Customer to provide entertainment or perform any other duties at The Event). The Customer will be liable for any liability arising thereby and shall indemnify Brighton CCA and the University of Brighton accordingly save where The Customer establishes negligence or bad faith by Brighton CCA.
- e) At the end of the Hire Period The Customer shall remove from The Venue anything which The Customer has brought into The Venue for the purposes of or in connection with The Event and shall ensure that all rooms used are clean, undamaged and free from rubbish.
- f) If, in the opinion of Brighton CCA, The Customer has failed to comply with clause 1e above, Brighton CCA may, in place of The Customer but at The Customer's expense, do all that is necessary to comply with that clause.
- g) Brighton CCA reserves the right to charge £50 (+VAT) per day for storage for items left over 24 hours within the building after The Event. Brighton CCA reserves the right to dispose accordingly of any items left over after 48 hours and charge £300 (+VAT) for the disposal.
- h) The University of Brighton holds a liquor license which is valid until 23:00 hours. If an entertainment or occasional license is required, at least 4 weeks' prior written notice will be required and an appropriate charge will be made. Brighton CCA reserves the right as its absolute discretion to decline applying for an entertainment or occasional license.
- i) Brighton CCA reserves the right to turn down or cancel the entertainment, if, in the opinion of Brighton CCA, The Event is too loud and/or causing disturbance to other users of The Venue.
- j) Brighton CCA reserves the right to withdraw the use of University of Brighton event spaces if, in the opinion of Brighton CCA, The Customer has misrepresented the purpose of the booking. The Customer may not sub-let or further offer for hire any accommodation.

2. ATTENDEES

- a) At the time of booking The Customer shall provide details of the guaranteed minimum number of persons attending The Event.

- b) The Customer shall confirm the expected numbers attending not less than 7 working days (Monday-Friday, excluding bank holidays) prior to The Event and final catering numbers no less than 5 working days prior to The Event. Charges for the Services will be based on that number or the number actually attending, if greater. If Brighton CCA provides the Services for any number less than the guaranteed minimum number Brighton CCA's charge to The Customer based on the guaranteed minimum number previously advised will nevertheless apply in full.
- c) The Venue is fully accessible and has designated wheelchair spaces. Due to the raked seating, wheelchairs are limited to the side areas of the theatre and the stage.
- d) The Venue also provides an infrared assisted hearing system. Units can be booked with a deposit at the time of booking. The Customer is responsible for ensuring their hearing aid is compatible with this system.
- e) Guide dogs are welcome.
- f) The Customer agrees to commence The Event promptly at the time agreed with Brighton CCA and to procure that those persons present at The Event vacate the room designated for it at the time stated on the booking form.
- g) Guest lists must be made available to the Programme Producer at least 3 working days prior to The Event.
- h) Brighton CCA reserves the right to charge additional fees where evening events overrun. If an event overruns past the hours stated in the contract, Brighton CCA will charge an additional £500 per hour or part thereof plus taxi fares for staff.
- i) The Customer agrees to reimburse all expenses incurred by Brighton CCA resulting from The Customer's breach of its obligations hereunder including (without limitation) any additional payments to staff.

3. CHILDREN AND YOUNG PEOPLE

- a) Children and young people are defined by the Children and Young Persons Acts 1933 and 1963 and the Children (Performances) Regulations 1968
- b) All children from the age of birth to school leaving age (year 11) involved in any kind of public performance, for more than 4 days in six months will require a performance licence. It is The Customer's responsibility to apply for the performance licence. Performances arranged by schools (ordinary schools, not dance schools) do not need to be licensed.
- c) All Children performing for 4 days or less will require an exemption letter from their local education authority, for all activities including sport, modelling work, filming or theatre etc.
- d) A show or individual can be stopped from performing if there is no licence where one is required.
- e) The Children (Performances) Regulations 1968 state that any child working in entertainment (stage, film, television, radio, musical performances, modelling and paid sport) must be cared for

by a registered chaperone who is responsible for the proper care and control of the child including his/her comfort, treatment and moral welfare.

f) To promote child protection and safety, and in order to comply with Child Licensing Legislation, the University of Brighton and Brighton CCA requires Customers hiring The Venue for events involving performers of Compulsory School Age to adhere to the policy below:

Staff that are involved in caring for, supervising or being in sole charge of children or adults during the event require an enhanced DBS check. This includes checking if the relevant staff are included on either of the 2 DBS 'barred lists' (previously called ISA barred lists) of individuals who are unsuitable for working with children and/or adults. The Customer is responsible for providing proof of confirmation of the above to the Brighton CCA.

The Customer must ensure that the performance adheres to the Child Licensing Legislation. In particular where children are on stage from more than three nights in a week (including rehearsals), performers under 13 must be off the premises by 10pm. Those of Compulsory School Age must be off the premises by 10.30pm. For up to three sessions they can remain on the premises until 11pm. The performance should be timed to comfortably allow this requirement to be met.

The Customer must make parents aware of the procedures for collecting their children after the performance ie they should know when, where and how they will be reunited with their children.

Before the performance:

The Customer must ensure that all Chaperones can be easily identified by Venue staff (for example, they must wear badges or uniform). The Customer must provide Brighton CCA with a certified list of all Chaperones including their DBS Certificate numbers. Only identified Chaperones will be permitted backstage.

The Customer must provide a Chaperone to meet child performers at the Stage Door and escort them to the Dressing Rooms – parents who are not Chaperones will not be allowed access to the Dressing Rooms/Backstage unless a chaperone is present. Ideally all performers should be registered into the Dressing Rooms, and this register used to sign them out at the end of the performance.

During the performance:

No members of the public (including relatives of performers) are permitted in the Dressing Rooms/Backstage without a chaperone present. This includes access before and after the show and during the interval.

No child performers are permitted to leave the Dressing Rooms/Backstage during the interval - they must be chaperoned at all times. This is common stage practice and promotes Child Protection.

Only Patrons with tickets will be allowed into the Auditorium. No Chaperones will be allowed access unless they can produce a valid ticket.

4. CHARGES

a) All charges for the Services will be the charges quoted by Brighton CCA at the time of booking (subject to any adjustment in accordance with these Terms and Conditions) or where no charge is

quoted, the charge listed in Brighton CCA's published price list at the date of acceptance of The Customer's booking.

b) All charges are subject to Value Added Tax at the current rate.

c) All payments are required in pounds Sterling.

d) The deposit and room hire charge are nonrefundable and the balance amount will be payable as specified on the first page of this contract. A booking will not be considered confirmed until we have received a signed contract and the designated deposit and room hire charge have been paid in full. Time for payment of the amounts due is of the essence and Brighton CCA reserves the right to cancel the provision of Services to any Event for which the amounts due hereunder have not been paid by the due dates.

e) Brighton CCA reserves the right to make additional charges for Events commencing before or running on beyond the times stated on the first page of this contract (please see clause [2(c)] above

f) Customers shall pay the balance of any charges over and above the amounts due pursuant to clause 3(a) above within 30 days of the invoice date. Brighton CCA reserves the right to charge interest on overdue accounts above 30 days at a rate of 4% per annum above the base rate of Bank of England for the time being.

g) All queries relating to amounts invoiced must be notified in writing to Brighton CCA within 7 working days of the date of The Event invoice.

h) If The Customer fails to make payment of any charges on the due date then, without prejudice to any other rights or remedy available to Brighton CCA, Brighton CCA shall without liability to The Customer, be entitled to cancel the provision of the Services and any orders for future Services from The Customer and charge The Customer for any charges outstanding and the cost of recovery thereof.

5. CONSUMABLES

a) Brighton CCA currently provides catering services through the University of Brighton Hospitality Services. The Caterer has the sole right to the provision of the Services at Brighton CCA and no Consumables may be brought into the venue by The Customer or its guests without the prior written consent of Brighton CCA. Where, with Brighton CCA's consent, Customers consume their own beverages a corkage charge shall be applied.

b) All pre ordered beverages are non-refundable. Additional beverages are sold on a sale or return basis and Brighton CCA reserves the right to charge for all opened bottles, notwithstanding the fact that they have not been consumed.

c) When Consumables are charged on a consumption basis, The Customer shall check the opening and closing of stocks of Consumables in the presence of Brighton CCA's representative(s). In the event of a Customer refusing or delaying to do so, the figures recorded by Brighton CCA shall be conclusive.

d) It is The Customer's responsibility to notify Brighton CCA of its authorised representative(s)

for The Event and to ensure that all orders of Consumables are signed for by the authorised representative of The Customer. Where The Customer fails to notify Brighton CCA of its authorised representative(s) or orders are placed by persons other than a Customer's authorised representative, the figures recorded by Brighton CCA shall be conclusive and The Customer shall be bound to pay the charges for the Services. Brighton CCA will not accept any adjustments to the price unless this procedure is followed.

e) All Consumables offered are subject to availability. Where Consumables are not available, reasonable endeavors will be made to offer the closest available substitute.

6. AUDIO VISUAL/ MEDIA SERVICES

a) Brighton CCA reserves the right to surcharge for amendments to requirements made within three working days of the commencement of the hire period.

b) Brighton CCA will provide technician support at rates of £20 per hour plus VAT per technician.

c) Any equipment hired to The Customer will be operated during The Event by staff employed by Brighton CCA, except as provided in paragraph 5(d).

d) With the written approval of Brighton CCA, equipment hired for use in the venue may be operated during The Event by The Customer or his/her authorised agent.

e) The Customer agrees to make good any damage or loss to equipment which is operated in accordance with paragraph (5d) by The Customer or his/her authorised agent.

f) Customers are not permitted to bring any electrical equipment into the building unless it bears a valid Portable Appliance Test Certificate.

g) Brighton CCA reserves the right to substitute alternative equipment and/or services where original equipment and/or services are unobtainable or are not able to be used.

h) Brighton CCA will not accept responsibility for disruption and inconvenience to, or the ruination of an Event and/or presentation where sub-standard materials and/or poor quality digital content have been presented to a technician for projection.

i) The Customer agrees that Brighton CCA will not be responsible for failure to notify speakers or presenters of the minimum acceptable standards, or failure to gain their precise requirements, or for the unforeseen requirements of late arriving speakers and/or slide/video users.

k) Production companies working with Brighton CCA staff and equipment as third party suppliers will be required to sign a document stating clear line of authority throughout the hire period and must deal entirely with the Brighton CCA Senior Theatre Technician and Programme Producer and/or designated authority. The Customer agrees that any person employed or authorised by him/her to deal with any equipment or service in relation to The Event shall comply with any direction or instruction given to him/her in relation to the use of any equipment by the staff employed by The Venue.

- l) The Customer agrees to make good any damage or loss to equipment which is operated in accordance with paragraph (5k) by The Customer's production company.
- m) Brighton CCA agrees to use reasonable endeavors to provide the equipment and perform the services specified in relation to The Event. Brighton CCA does not however accept any liability for any failure to provide equipment or perform services where that failure is beyond the reasonable control of Brighton CCA.
- n) Brighton CCA does not accept any liability for any loss or damage which arises directly or indirectly out of the use of the equipment or the performance, unless such loss arises from the negligence of the Brighton CCA staff. The Customer agrees to indemnify Brighton CCA against any claim for any such loss or damage.
- o) Hired equipment remains at all times the property of Brighton CCA. The Customer shall not sell, or offer for sale, assign, mortgage or pledge the equipment or any part or parts thereof and The Customer will keep the equipment in their own possession for their own use and will not allow any lien or other encumbrance to be created in respect of the same.
- p) The Customer shall be responsible for any software and hardware provided by them for use in Events and Brighton CCA will be responsible for any software and hardware provided by them for use in Events.

7. CANCELLATION BY BRIGHTON CCA

Brighton CCA may cancel the provision of the Services to an Event and forthwith terminate this Agreement and the rights granted to The Customer if:-

- a) Brighton CCA or part of Brighton CCA has to be closed for reasons beyond Brighton CCA's control; or
- b) The Customer is already in arrears with any payment due to Brighton CCA and/or
- c) The Customer is in breach of any of these Terms and Conditions and/or Brighton CCA's Terms and Conditions of Hire (if any) and fails to rectify such breach within 7 days of written request so to do by Brighton CCA; or
- d) The Customer becomes insolvent or enters into liquidation or receivership or is subject to any similar process or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof; or
- e) The Customer (being an individual) is adjudicated bankrupt or dies.

8. CANCELLATION BY THE CUSTOMER

- a) A confirmed booking shall only be deemed to be cancelled when Brighton CCA receives written notification of the cancellation from The Customer.
- b) Where a Customer cancels the provision of the Services, no refunds will be available if

cancellation occurs within 30 days of the event date.

If The Customer cancels the booking before 30 days of the event date 50% of the hire fee will be invoiced.

No-Show 100% cancellation fee

c) Where a room hire booking is cancelled for any reason:- (i) Brighton CCA shall be entitled to retain the Room Hire Charge paid to Brighton CCA; (ii) if the booking is cancelled less than 1 month before The Event and Brighton CCA hires all or some of the Rooms for the whole or part of the Hire Period to some other Customer, then such room hire charge paid by that other person shall be refunded by Brighton CCA to The Customer save that the said refund shall be limited to a maximum of (50%) of the Room Hire Charge

9. LIABILITY

a) Brighton CCA and the University of Brighton shall not be liable to The Customer by reason of any delay in performing or any failure to perform any of Brighton CCA's obligations in relation to the Services if such delay or failure is due to any cause beyond Brighton CCA's reasonable control including (without limitation) Government intervention, strikes, acts of God, national or local disasters or war or any event causing the whole or part of Brighton CCA to be closed to the public. In such circumstances the charges payable by The Customer may be subject to abatement by a fair and reasonable apportionment.

b) Brighton CCA and the University of Brighton do not accept liability for loss or damage to any object, equipment, furniture, stock or other property of any sort brought onto the premises by The Customer or their guests or hired by Brighton CCA on The Customer's behalf howsoever such loss or damage may occur unless as a direct result of Brighton CCA's negligence. All such property will remain under the care and control of The Customer and is entirely at The Customer's own risk.

c) Brighton CCA and the University of Brighton shall have no liability to The Customer for any consequential loss to The Customer arising out of or in connection with the provision of the Services pursuant to the contract formed by these Terms and Conditions and the total liability of Brighton CCA for any other loss of The Customer shall not exceed the price payable by The Customer for the Services.

d) The Customer shall be liable for any loss, damage, personal injury or death arising out of or in connection with The Event, except to the extent that such loss, damage etc. is caused by the negligence of Brighton CCA, its servants or agents and The Customer indemnifies Brighton CCA against any claim brought against Brighton CCA and the University of Brighton in relation to any such matters.

e) The Customer shall be liable for any loss or damage caused to The Venue and the property, furnishings, paintings or objects in The Venue by any act or omission of The Customer, its subcontractors or guests of The Customer, and shall pay to Brighton CCA on demand the amount required to remedy any such damage.

f) Brighton CCA provides licenses to Phonographic Performance Limited (PPL) and Performance Rights Society (PRS) on behalf of all productions at The Venue. These include annual as well as

per production fees. The costs associated with these are recouped via a £30 payment from The Customer. In the case of shows, such as concerts, dance shows, variety shows, pantomimes and others Brighton CCA is obliged to collect the fees for the performance of songs and music in most circumstances.

g) All performances, transmission of film, video, television and audio during events must be with the permission of the appropriate copyright holders/distributor. The Customer is also responsible for ensuring they have a MCPS Limited Manufacture Licence (available from prsformusic.com) if The Customer has re-recorded music that is subsequently aired during the event i.e. a piece of copyrighted music is recorded onto an animation, this requires the MCPS Limited Manufacture Licence.

h) All films shown to a public audience must have an age categorisation and this categorisation be publicised. If you do not have an age categorisation for the film to be showed, please contact the Programme Producer at least four weeks in advance of your event to submit a duplicate DVD for The Venue to submit to the council to obtain certification.

10. HEALTH AND SAFETY

a) The Customer must take instructions from Brighton CCA's Events Team (Programme Producer and Senior Theatre Technician (or the nominated deputy for the occasion)) and while functions are in progress. For events with over 100 guests Brighton CCA reserves the right to provide extra security and charge The Customer. Brighton CCA staff on duty will assume full control and responsibility for evacuation in the event that any security matter including bomb, fire or the behavior of those attending warrants such action.

b) Security staff positioned in Brighton CCA provide an initial response to incidents and a security presence for Brighton CCA. Dedicated personal security provision for The Customer and their equipment can only be provided if Brighton CCA has been notified and additional security has been booked. Any invitee requiring a high level of personal security (including members of the Royal Family, Foreign Dignitaries and Government Ministers) must be notified to Brighton CCA at the time of the booking.

c) The Customer must comply with all The Venue's Health and Safety regulations. The Customer shall notify Brighton CCA immediately on becoming aware of any accident or injury occurring at The Venue. Where an event requires the provision of special services, e.g. additional electrical services, The Customer shall comply with any additional safety requirements imposed by Brighton CCA. Blocking of access routes will not be permitted while delivering, setting up or breaking down for events.

d) All electrical equipment brought into The Venue must have a current Portable Appliance Test (PAT) Certificate. This must be presented to the Senior Theatre Technician on the day of the event. In the absence of a Certificate, The Customer shall be obliged to use the equipment on site, should it be available, and will be charged accordingly. Brighton CCA accepts no responsibility for any disruption to an event should equipment not be available.

e) The Customer shall not use or allow to be used any gas-supplied heaters, smoke or haze machines, helium balloons, confetti, glitter, naked flames or anything similar in any part of The Venue.

11. FORCE MAJEURE

- a) If either party is affected by a Force Majeure event which prevents it from performing its obligations under this Agreement, it shall promptly notify the other party of the nature and the extent of the circumstances in question. Neither party shall be liable for any delay in performing its obligations nor for failure to perform its obligations under this Agreement if and to the extent that the delay or failure is caused by a Force Majeure event.
- b) If either party is affected by a Force Majeure event, it shall use reasonable endeavours to mitigate and/or eliminate the consequences of such Force Majeure event and inform the other party of the steps which it is taking and proposes to take to do so
- c) If either party is prevented from performing its material obligations under this Agreement by the Force Majeure event for a consecutive period of greater than 3 days or such shorter period as such party (acting reasonably) considers appropriate in the circumstances, it shall be entitled, by notice in writing to terminate this Agreement forthwith. In the event of such termination neither party shall be liable to the other for any damage or loss (consequential or otherwise) except in respect of a breach of this Agreement prior to the date of termination.

12. INSURANCE

- a) The Customer shall take out before The Event and maintain during the Hire Period public liability insurance in respect of its liabilities under these Terms and Conditions with an insurer for an amount of cover not less than five million pounds sterling.
- b) The Customer shall, at the request of Brighton CCA, produce before The Event a certificate of such insurance for inspection by Brighton CCA.
- c) The Customer shall not do anything which will or might vitiate in whole or in part any insurance effected in respect of The Venue from time to time

13. COMPLAINTS

- a) If The Customer encounters a problem prior to The Event, they should contact the Programme Producer or email brightoncca@brighton.ac.uk or tel 01273 643010 as soon as possible to discuss it.
- b) If a problem occurs during the hire of the theatre, The Customer should speak to the Duty Technician regarding technical issues and the Duty Manager in the first instance or Programme Producer for anything else.

GENERAL

- a) The Customer shall not use the "Brighton CCA" or "University of Brighton" logos in any of its advertising or publicity for the Event without the prior written approval of Brighton CCA.

The Customer will ensure that advertising and publicity material for the Event does not imply that The Event is endorsed or organised by Brighton CCA without the prior written approval of Brighton CCA.

Display of posters or flyers for events can only be displayed at The Venue with prior agreement from the Programme Producer. The Venue is referred to as the 'Sallis Benney Theatre', University of Brighton, Grand Parade BN2 0JY. Please note the correct spelling of Benney and the appellation: University of Brighton, not Brighton University.

- b) No variation to these Terms and Conditions shall be effective unless agreed in writing and signed on behalf of Brighton CCA and The Customer.
- c) Any notices to be given under these Terms and Conditions must be given in writing and delivered personally or sent by pre-paid recorded delivery or registered post or by facsimile or scanned and sent by email to the addresses of the parties stated on the front page of these Terms and Conditions.
- d) These Terms and Conditions shall prevail over any Conditions offered by The Customer.
- e) The Customer may not assign, transfer or sub-contract its rights and/or obligations under these Terms and Conditions without the prior written consent of Brighton CCA.
- f) If the expression The Customer includes more than one person those persons shall be jointly and severally liable under these Terms and Conditions.
- g) These Terms and Conditions shall be governed and construed in accordance with English Law and each party agrees to submit to the non-exclusive jurisdiction of the English Courts as regards any claim or matter arising.
- h) Brighton CCA is a non-smoking venue and e-cigarettes must not be used within The Venue. This policy will be strictly enforced.
- i) No alterations may be made to the appearance of the hired space without the prior agreement of the Programme Producer. Affixing to walls/surfaces is not permitted. The Programme Producer reserves the right to remove any unauthorised items and charge at cost for any damage incurred.
- j) All deliveries must be pre-arranged within the agreed hire period. Company name and to be delivered items must be provided to the Programme Producer at least 24 hours in advance of The Event.
- K) The Customer acknowledges that no relationship of landlord and tenant is created between The Customer and Brighton CCA or the University of Brighton by this Agreement and that Brighton CCA retains control possession and management of The Venue and The Customer has no right to exclude Brighton CCA or University staff from The Venue.
- l) The Customer agrees and undertakes: (i) to indemnify Brighton CCA and University of Brighton and keep the same indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from: (a) this Agreement; (b) any breach of The Customer's undertakings; and/or (c) the exercise of any rights given to The Customer. booking. The Customer may not sub-let or further offer for hire any accommodation.