

# Wotton Electric Picture House Cinema

## Private Hire Terms and Conditions

### Definition of Terms

Application:	The request submitted to WEPHL by the Client in respect of the private use of the Cinema Facilities for the Event.
Application Form:	The form provided and designated for the purpose by WEPHL to be completed by the Client in respect of the Application.
The Cinema:	The Wotton Electric Picture House Cinema situated at 18a Market Street, Wotton-under-Edge, Gloucestershire, GL12 7AE
Cinema Facilities:	The facilities located at the Cinema available for private hire being those facilities accessible by the general public during normal Cinema performances.
Cinema Staff:	Registered volunteers or employees of WEPHL.
Cleaning Charge:	The optional additional charge specified by WEPHL to be paid by the Client in respect of cleaning the Cinema Facilities after conclusion of the Event by Cinema Staff.
Client:	The person(s), firm or company to whom the Cinema Facilities are being hired out
The Event:	The event for which the Facilities are to be hired for private use on a specific date or dates.
Guests:	Any and all people the Client invites to attend the function including if appropriate representatives of the Client
Initial Deposit:	The deposit specified by WEPHL to be paid by the Client to WEPHL when making the Application.
Presentation Equipment:	Any equipment owned or provided by WEPHL for the purpose of making presentations at the Cinema, including the screen, projector, computer and ancillary audio-visual equipment either installed or otherwise made available at the Cinema.
Security Deposit:	The deposit specified by WEPHL to be paid by the Client in respect of any breakages or damage caused by the Client during the Event
WEPHL:	Wotton Electric Picture House Limited, whose registered office is 55 Parklands, Wotton-under-Edge, Gloucestershire, GL12 7NR

### Private Hire

The Cinema Facilities are available for private hire for birthdays and other special occasions, corporate hospitality, product launches, fundraisers, specialist film screenings and educational events. The Cinema is normally available for private hire from 7pm until 11pm any day of the week (excluding national holidays) and Saturday and Sunday afternoons from 2pm until 6pm. However, other times may be available on request. Monday and Wednesday evenings are not normally recommended because the Boxing Club meets upstairs on those days on most weeks of the year and the noise can be distracting. (Note: There is a summer break when these evenings are free from disturbance).

### The Agreement

The Client agrees to hire and WEPHL agrees to provide the Cinema Facilities and Presentation Equipment for the Event in accordance with these Terms and Conditions.

It is the Client's responsibility to fully and accurately describe the purpose and nature of the Event on the Application Form together with a complete listing of any Presentation Equipment and/or other facilities required for the Event over and above those included in the Cinema Facilities. WEPHL shall not be responsible for the absence of any facilities or equipment that have not been agreed in writing between the Client and WEPHL prior to the Event. The Cinema Facilities may not be hired or used for any illegal or immoral activity or for any purpose that may in the sole discretion of WEPHL bring the Cinema or WEPHL into disrepute.

This Agreement will not come into force until the Client has submitted an Application and that Application has been accepted in writing by WEPHL. WEPHL reserves the right to refuse any Application and will not be required to supply the Client with its reasons for any such refusal.

The headings in this Agreement are for ease of interpretation only.

WEPHL reserves the right to revise any and all charges specified in this Agreement by written notice to the Client prior to acceptance of an Application.

### Hire Charge

Sunday to Friday inclusive:	For the first 4 hours or part thereof:	£250	For each subsequent hour or part thereof:	£50
Saturday evening:	For the first 4 hours or part thereof:	£350	For each subsequent hour or part thereof:	£50

The Hire Charge includes exclusive use of the Cinema Facilities, including the 100-seat auditorium, use of the Presentation Equipment and an appropriate number of Cinema Staff to operate the Cinema and the Presentation Equipment. Only trained Cinema Staff are permitted to operate the Presentation Equipment.

It is the responsibility of the Client to ensure that the period of hire includes any time required by the Client to prepare the Cinema Facilities for the Event and return them to a clean, tidy and orderly state on completion of the Event.

The Application should be submitted to WEPHL no less than 45 days prior to the Event, although WEPHL may allow shorter notice solely at its discretion. An Initial Deposit of £100 is payable with the Application with the balance of the Hire Charge payable 14 days prior to the Event, unless the Application is submitted fewer than 45 days prior to the event, in which case the full Hire Charge is payable on Application.

### Security Deposit

WEPHL will provide the Cinema Facilities in a clean, orderly and functional state immediately prior to the Event. It is the responsibility of the Client to ensure that the Cinema Facilities are returned to the same state immediately after conclusion of the Event, including the removal of any waste or rubbish arising from the Event (with the exception of reasonable cleaning if a Cleaning Charge has been paid). Food may not be disposed of in the Cinema waste bins.

A £50 security deposit is payable at the same time as the balance of the Hire Charge to cover any damage, breakage or cleaning costs not covered by a Cleaning Charge (see below) arising as a result of the Event. WEPHL will itemise and evaluate any deductions from this Security Deposit in writing within 2 working days of the Event. The balance of Security Deposit, if any, will be returned to the Client within 7 working days after the Event.

Should damages, breakages or cleaning costs exceed the Security Deposit, WEPHL will issue an invoice to the Client for the balance within 2 working days of the Event and the Client shall pay that balance to WEPHL within 7 working days following receipt of the invoice.

### Cleaning

In return for an additional optional Cleaning Charge of £25, payable with the balance of the Hire Charge, WEPHL will perform reasonable cleaning of the Cinema Facilities after the Event, relieving the Client of the responsibility to do so. Reasonable cleaning includes collection of rubbish, vacuum cleaning of carpets, mopping of floors and removal of light soiling of fixtures and fittings. Any further cleaning required to return the Cinema Facilities to the condition they were in immediately prior to the Event will result in an appropriate deduction from the Security Deposit.

# Wotton Electric Picture House Cinema

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### Props, Furnishings and Decorations

The Client may provide and install its own props, furnishings and decorations for the Event provided the same has been agreed by WEPHL in writing prior to the Event. It is the Client's sole responsibility to ensure that such installations do not soil or damage the Cinema Facilities (for illustration only, no attachments shall be made to Cinema curtains) and are removed by the Client on completion of the Event such that the Cinema Facilities are returned to the state and condition they were in prior to the installation. The Client shall do nothing in this regard that violates fire or other health and safety regulations.

### Catering

Any catering or refreshment facilities, including any staffing requirement, for the Event must be provided by, and are the sole responsibility of, the Client at its own cost. Any and all such facilities must be fully described in the Application and approved by WEPHL in writing. It is recommended that food and drink be dispensed from the stage area of the auditorium.

Any intention to serve alcohol at the Event must be included in the Application. Should the Client intend to serve alcohol in exchange for any form of remuneration the necessary licence must be obtained by the Client and shown to WEPHL prior to the acceptance by WEPHL of the Application.

### Copyright Restrictions

The Client must include in the Application details of any material it intends to present at the Event that is or may be subject to copyright or other restriction. All such material must be approved by WEPHL in writing prior to the Event.

The Client is responsible for ensuring that the presentation of any material at the Cinema does not infringe or breach the copyright or other licensing condition of that material. WEPHL reserves the right to refuse to present any material at the Cinema where in its opinion such presentation may result in a breach of copyright or other licensing condition of that material. In particular, but without prejudice to the generality of the foregoing, the Client is not permitted to present films or other licensed material where any charge is being made specifically for entry to the Event or where the Event is advertised to the general public unless the Client has obtained the appropriate permissions and presented evidence of the same to WEPHL prior to the Event. Licensed films may be obtained from Filmbank of Warner House, 98 Theobald's Road, London, WC1X 8WB, whose website ([www.Filmbank.co.uk](http://www.Filmbank.co.uk)) outlines the regulations for showing films under licence conditions, including commercial licensing (events where tickets are sold to the general public) and non-commercial licensing (e.g. film societies).

Any costs or charges arising from the agreed and properly licensed presentation of copyrighted material at the Event shall be the sole responsibility of the Client. The Client is responsible for and indemnifies WEPHL against any costs, fines or damages resulting from the improper use of copyright material or any other intellectual property at the Event.

### Cancellation

This Agreement shall only come into force when the Client has completed the Application Form and delivered it to WEPHL and WEPHL has notified the Client in writing of its acceptance of the Application.

WEPHL may at its sole discretion cancel the Event at any time, including after commencement of the Event, if in its opinion the Client is in breach of this Agreement. In such a case, the Client shall remain liable for all monies payable under this Agreement and all monies already paid by the Client to WEPHL shall be forfeit.

WEPHL may at its sole discretion cancel the Event at any time, including after commencement of the Event, if in its opinion holding the Event has become impracticable for any reason. In such a case, any and all monies paid by the Client to WEPHL under this Agreement shall be returned by WEPHL to the Client within 14 days of the cancellation and the Client shall have no further liability to WEPHL in respect of this Agreement.

The Client may cancel the Event at any time by giving notice in writing to WEPHL. If such notice is received by WEPHL 14 days or more prior to the Event, the Client's sole liability to WEPHL shall be the Initial Deposit. If such notice is received by WEPHL fewer than 14 days prior to the Event, the Client shall be liable to WEPHL for the entire Hire Charge. In either event any Security Deposit or Cleaning Charge shall cease to be payable and, if already paid, shall be returned by WEPHL to the Client within 14 days of receipt of the notice of cancellation.

### Limitation of Liabilities

Under no circumstances save personal injury due to its negligence shall WEPHL be liable to the Client for any monies in excess of the total amount paid or payable by the Client to WEPHL under the terms of this Agreement.

Except in the case of negligence on the part of WEPHL and/or Cinema Staff, the Client is solely responsible for the health and safety of the Guests and the security and safe-keeping of the Client's and/or Guests' property and agrees to indemnify WEPHL in respect of any and all claims made by Guests against WEPHL except in so far as and to the extent that any such claim relates to personal injury caused by the negligence of WEPHL and/or Cinema Staff.

It is the Client's responsibility to ensure it has appropriate and sufficient insurance in place to cover any losses it may incur arising out of or as a result of the Event.

### VAT

All charges in this Agreement are stated net of VAT. VAT will be added to charges at the appropriate rate and will be payable by the Client.