Z-arts

Terms and Conditions for Hire of Facilities

To be reviewed annually, last review: 14.04.26. Liz O.

For the purposes of this contract, the term Z-arts refers to the business registered at Companies House as Zion Arts Centre Ltd, t/a Z-arts, Company Registration No. 4101324.

1. Basis of Hire

1.1 All hires shall be conducted on the basis of these conditions.

1.2 Any variations and/or qualifications of these conditions must be agreed in writing as an appended schedule or in the attached letter of agreement. No terms or conditions submitted by the Hirer to Z-arts shall prevail over these Conditions.

1.3 Where the expression 'the Hirer' includes more than one party, every agreement on the part of the Hirer shall be deemed to be joint and several agreements with all parties.

2. Bookings and Payment

2.1 Regular Bookers

i. Regular bookers are defined as anyone who has had one or more bookings per year for three consecutive years.

ii. We recognise that as a regular booker, when we confirm your booking and issue a letter of agreement, the booking is confirmed on trust and no deposit is required. However, the cancellation clause below still applies. If you cancel within three months of an event, a deposit will be required for your next booking.

2.2 All Other Bookers

i. You will be required to pay the full amount either 180 days in advance of the event or within 14 days of the invoice being issued, whichever is sooner.

ii. If we do not receive the full balance, as set out in Clause 2.2.i, the dates will be released and the booking cancelled.

3. Cancellation

3.1 Z-arts shall be entitled, by providing as much notice as shall be reasonably practicable in writing, to cancel all or part of the period of hire, if it is Z-arts' judgement that circumstances require it. Following such cancellation, Z-arts shall refund any hire charges and the deposit already paid by the Hirer and use reasonable endeavours to find an alternative venue for the Hirer, but shall not be otherwise liable to the Hirer.

3.2 Z-arts may also cancel without liability for loss incurred under the following conditions:

i. Non-payment of any sum under this or any other contract with Z-arts

ii. A material breach of these terms or any other contract between the Hirer and Z-arts

iii. Force Majeure: events outside our reasonable control including breakdown of machinery, failure of supply of electricity or other utilities, leakage of water, fire, flood, explosion, strike or labour dispute, external road or building works, Government restrictions, pandemics, act of terrorism, or any other circumstance outside the control of Z-arts

3.3 Cancellation by the Hirer:

Cancellation window	Hire fee payable
181-365 days before event	No charge
91-180 days before event	20% deposit
31-90 days before event	50%
Under 30 days before event	Full payment

3.4 Z-arts has a zero-tolerance policy with regards to any customer who intimidates or is aggressive towards any member of Z-arts staff or customers. Such behaviour will result in the immediate cancellation of any bookings.

3.5 This contract shall be governed by and construed in accordance with the laws of England and shall be subject to the jurisdiction of the English Courts.

4. Hire Costs

4.1 The price quoted on the letter of agreement covers what has been agreed. Any additional requests are subject to further charges.

4.2 Catering, technical, bar hire post-show, additional staffing, and other additional facilities and services may be quoted, confirmed, and charged separately.

4.3 Hire time is inclusive of get-in and get-out time. Any additional unauthorised time in the space will be subject to additional charges. If we are required to open the building outside agreed hours, you will be charged the appropriate additional staffing costs.

4.4 Z-arts reserves the right to hire security staff for your event and recharge the Hirer accordingly. This would be done with your knowledge.

4.5 Should the event continue beyond the contracted time, Z-arts may charge the Hirer for each additional hour. Any additional facilities and services provided on the day will be recharged accordingly.

4.6 Z-arts reserves the right to recharge any costs resulting from bounced cheques or failed payments from the Hirer.

4.7 All prices quoted are exclusive of VAT at the appropriate rate unless otherwise stated.

4.8 Where there is more than one booking by a Hirer, a payment schedule will be agreed between Z-arts and the Hirer prior to the first booking.

4.9 If the balance of charges is not paid, Z-arts will sanction legal proceedings to recover the money. With respect to multi-event bookings, should payment be delayed for any instalment, Z-arts reserves the right to declare future bookings by the Hirer as void and re-let the space to other potential hirers.

4.10 Z-arts may revise charges at any time. The hiring is made on the understanding that any increase or reduction made in the charges before the date of the event will be paid by the Hirer or allowed by Z-arts as appropriate. You will be informed in advance of any changes.

4.11 Any merchandise sales must be managed by the Hirer.

5. Ticketed Activities / Events

5.1 All ticketed or chargeable events must be processed through the Z-arts Box Office. External ticketing platforms are not permitted.

5.2 Free events that still require ticketing will incur a £25 administration charge.

5.3 Z-arts acts as an agent for the sale of tickets on behalf of the Hirer and will hand over box office monies less our processing fee, which is 10% of total ticket sales (inclusive of VAT at the prevailing rate).

5.4 It is the Hirer's responsibility to account for VAT on the sale of tickets if appropriate.

5.5 For all ticketed theatre events, Z-arts reserves the right to hold 4 tickets per performance for staff and partners.

5.6 On public performances, Z-arts may invite members of the press or media. These seats will be allocated as complimentary tickets and agreed with you in advance.

5.7 The Hirer must make allowance for a minimum of 4 wheelchair users attending an event. Should a wheelchair user require one of the designated wheelchair spaces within the front row, this removes an additional seat availability per allocated wheelchair space (each wheelchair space occupies 2 seat spaces).

5.8 Tickets for all events are sold in line with the venue's Terms and Conditions. The venue accepts no responsibility for sales made outside the Z-arts Box Office.

5.9 Any monies owing to the Hirer following ticket sales will be presented following a Box Office Statement from Z-arts.

5.10 Box Office Statements of Account are processed two weeks following the date that income was receipted. Any income will therefore be paid to the visiting company two weeks after the event.

5.11 If your event crosses over two calendar months, your income will be processed the month after the last date of your event.

5.12 Box Office income is transferred via BACS. Please ensure that the account name, sort code, and account number provided are correct. If incorrect details are provided and Z-arts incurs any costs, you will be liable to cover those costs.

6. Right of Entry

6.1 Z-arts reserves the right of entry for itself and for contractors and agents to enter the hired area at all times.

6.2 Z-arts reserves the right to refuse admission or re-admission of any person to Z-arts and to require any person to leave upon being requested to do so by an authorised Z-arts employee.

6.3 Z-arts may, for security purposes, stop and search any person entering Z-arts and shall be entitled to refuse entry to any person or animal considered to be a risk to safety. Any person under the influence of alcohol shall not be permitted to enter, re-enter, or remain upon Z-arts property.

6.4 In order to comply with fire requirements, the maximum number of people permitted in each room of Z-arts may not be exceeded by the Hirer in any event.

7. Public Order, Health & Safety

7.1 The Hirer and Z-arts both acknowledge their respective responsibilities under the Health & Safety at Work etc. Act 1974.

7.2 The Hirer shall be responsible for the preservation of public order during the event.

7.3 A duly authorised and qualified representative of the Hirer must be present and available throughout the event to ensure it runs smoothly. Contact details of this person must be given prior to the event and named in the letter of agreement.

7.4 The Hirer shall observe Z-arts' Health & Safety Policy in accordance with the above Act.

7.5 The Hirer shall ensure that its contractors provide a satisfactory Risk Assessment and Method Statement before a Permit to Work is issued by Z-arts, where applicable.

7.6 The Hirer shall observe and comply with any additional regulations as Z-arts may communicate to it in writing from time to time.

7.7 Any action considered to be dangerous may result in the termination of the event at the discretion of the Z-arts representative, without compensation or appeal.

8. Conduct of Hire

8.1 The Hirer shall take all reasonable and proper care of, and meet the cost of all damage and loss to, Z-arts and all property of Z-arts that may arise from the hire.

8.2 Z-arts must be left in a clean and tidy condition. Any equipment used (subject to permission) must be returned to its original position and the settings of lights and sound left as agreed with Z-arts. The Hirer shall remove all equipment and items brought onto the premises immediately after the hire and clear all related rubbish and debris. Z-arts will not be held responsible for any items remaining after the hire period and reserves the right to remove any remaining items and recharge for their disposal if costs are incurred.

8.3 Smoking and vaping are not permitted in any part of Z-arts.

8.4 The Hirer shall not, without the previous written consent of Z-arts, use Z-arts or the hired area for any purpose or in any manner other than that specified in this Agreement.

8.5 Should the Hirer undertake any activity or event that may jeopardise the terms of the Z-arts Premises Licence, Z-arts reserves the right to terminate the event with immediate effect.

8.6 The Hirer shall not do or permit anything to be done at or in the vicinity of Z-arts which will or might injure the reputation of Z-arts, or which will or might contravene any law, statute, statutory instrument, or the requirements of any local or public authority, or the terms of any agreement, licence, consent, or permission relating to Z-arts.

8.7 Z-arts holds the Premises Licence for the building. The Hirer shall comply with the terms of all licences, permissions, and consents relating to Z-arts and shall not breach, or cause, or permit any breach thereof, nor do anything which might endanger the continuation of any of those licences, permissions, or consents, or prejudice the validity or effectiveness of, or infringe the terms of, any insurances for the benefit of Z-arts.

8.8 The Hirer shall comply in all respects with the provisions of Part II of the Copyright Designs and Patents Act 1988 (rights in performance).

8.9 It shall be the Hirer's responsibility to protect and safeguard Z-arts during the period of hire. If any damage or destruction occurs or is sustained during the period of hire (other than damage or destruction which in the opinion of Z-arts could not reasonably have been prevented), the Hirer shall forthwith indemnify Z-arts against the same.

8.10 The Hirer shall ensure that no nails, screws, or similar fixings are driven into any part of Z-arts. No adhesives of any kind, including Blu-tack and adhesive tape, may be applied to the walls, ceilings, or woodwork without prior consent from Z-arts as these can cause permanent staining or damage to the decor. Z-arts reserves the right to impose an additional charge for redecoration and or repair if it deems necessary.

8.11 The Hirer shall ensure that no French chalk, wax powder, or crystals are applied to any dance floor, stage, or other surface.

8.12 The Hirer shall at all times comply with the directions of Z-arts' Duty Manager as to seating and other arrangements. Individual seats or groups of seats in the auditorium or room may not be reserved without the approval of the Duty Manager.

8.13 The Hirer shall ensure that all entrances, exits, corridors, and passageways are kept clear of obstructions.

8.14 The Hirer shall not permit any drunkenness or disorderly conduct to take place at Z-arts.

8.15 No unlawful gaming shall take place at Z-arts and the distribution of cash prizes or any announcement thereof is strictly prohibited.

9. Emergency Procedures

9.1 All events at Z-arts will be overseen by a Duty Manager, who will take on the role of safety officer at all times.

9.2 Prior to the event, the Hirer is to nominate an individual to meet with the Duty Manager so that they can be notified of the evacuation procedures for the building. This person is to ensure that people on site are aware of the evacuation procedure and the location of fire exits and assembly points. Contact details of this person must be given prior to the event and detailed in the letter of agreement.

9.3 In the event of a fire, alarms will sound and the venue is to be evacuated immediately. The Hirer must abide by all instructions from the Duty Manager and other Z-arts staff upon an evacuation of the building. A copy of the evacuation procedure will be distributed to the Hirer prior to the event.

9.4 It is anticipated that Z-arts' Duty Manager will be first aid trained. Z-arts reserves the right to request that the Hirer provide additional first aiders. The capacity of an event will be stipulated by Z-arts and will be consistent with the terms and conditions of Z-arts' Premises Licence. The Hirer must ensure that attendances do not exceed the stipulated figure(s) agreed at any time during the hiring.

10. Limitation of Liability & Insurance

10.1 The Hirer agrees to indemnify Z-arts against actions, proceedings, claims, damages, awards, or costs in respect of loss, damage, death, or personal injury relating to activities undertaken by them, arising out of the negligence of the Hirer, occurring during the period of hire. The above indemnity must be covered by insurance to a value of £10 million.

11. Technical Control

11.1 For theatre use, performances, or large-scale events, the Hirer must confirm final numbers for any pre-ordered facilities and services, including technical equipment, at least 4 weeks prior to the event date.

11.2 For all other events, the Hirer must confirm final numbers for any pre-ordered facilities and services, including technical equipment, at least 7 days prior to the event date.

11.3 All technical staff and performing staff provided by the Hirer are subject to the direct instruction of Z-arts' Technical Team. For the purposes of this contract, the term Technical Team references Z-arts' Head of Technical & Premises or Senior Technician.

11.4 The Hirer shall inform Z-arts at least six weeks prior to the date of the hiring what seating, lighting, and other arrangements will be required, failing which no responsibility will be accepted by Z-arts for the same.

11.5 No person shall use any stage lighting, sound, or other specialist equipment without the prior permission of Z-arts. The Hirer shall ensure that no act, production, additional lighting, prop, or effect which may be liable to contravene the conditions of the Z-arts' Premises Licence is used without the previous consent of Z-arts' Technical Team.

11.6 The use of combustible or pyrotechnic materials (i.e. indoor or outdoor fireworks), firearms, bladed items, or naked flame is subject to the licensing requirements of Manchester City Council Premises Licensing Team. Permission to use such materials must be sought by providing a clear description, Risk Assessment, and context for use to Z-arts' Head of Technical and Premises no less than 6 weeks prior to the event, and is subject to approval being granted by the local authority licensing team.

11.7 Other effects for stage performance such as hazers, smoke machines, geysers, or other equipment which may cause activation of the fire alarm are forbidden without the prior consent of the Technical Team. Any requests of this nature should be submitted no less than 4 weeks prior to the Hirer's get-in.

11.8 All portable electrical equipment including DJ equipment must have a current electrical test certificate for use within the building. A copy of the certificate must be made available for inspection before the commencement of the event at Z-arts.

11.9 The Hirer shall be responsible for any equipment brought into Z-arts. Z-arts will not accept liability for any loss or damage attributable to or arising out of the presence, use, or condition of such equipment. Any unauthorised installation or preparation will be removed by Z-arts' authorised employees or agents. The cost of testing any installation shall be borne by the Hirer.

11.10 Should the Hirer require specific or prior tuning of any of Z-arts' pianos, this can be arranged subject to a further charge.

11.11 The Hirer will ensure that no items of theatrical set, furniture, or costumes are brought onto the premises that would present a hazard. This includes but is not limited to items containing active

woodworm or other pests, or items likely to present a materials hazard, such as aerosol paints and solvents.

11.12 When a get-out takes place after 22:00, due to Z-arts' residential location the Hirer is required to ensure that no extraneous noise occurs and must respond to requests from Z-arts' Technical Team if they deem any noise to be significant beyond that generated by moving equipment beyond the theatre. Any noise complaints generated by a failure to observe this requirement will result in Z-arts passing liability to the Hirer.

12. Performing Rights

12.1 No copyright dramatic or musical work or lecture shall be performed, sung, or delivered without the licence or permission of the owner of the copyright. All such licences shall be produced to Z-arts before the commencement of the hire. The Hirer shall indemnify Z-arts against any infringement of copyright which may occur during the hiring.

12. Catering

13.1 The Hirer must confirm final requirements for catering, pre-ordered facilities, or services at least 14 days prior to the event date. Where catering is required, it is mandatory that Z-arts is the provider of the catering, whether via our internal catering or an approved external company, unless otherwise agreed by the Visitor Experience Manager. In the event of an external company being authorised, a fee of £25 will be levied to the Hirer by Z-arts to account for reception, cleaning, and refuse disposal.

13.2 No unauthorised catering will be permitted on site, nor the use of portable cooking stoves or gas appliances under any circumstances whatsoever.

14. Marketing

14.1 The cost of hiring a space at Z-arts does not include any marketing by Z-arts. Z-arts will include events on their website for the purpose of ticketing. To be listed as a Visiting Production you must complete the Website Listing Form. Your event will be listed as a Visiting Production.

15. Publicity, Promotional Materials & Data Sharing

15.1 Z-arts is an arts centre for children and families. We reserve the right to decline to display any poster, flyer, or printed material that is not suitable for family audiences or does not align with our values. All publicity must refer to the venue as "Z-arts" and describe the event as "A Visiting Production at Z-arts". Logo files and brand guidelines are available on request, and the logo must be used in line with these. Please send all promotional materials to bookings@z-arts.org for approval before print or publication.

15.2 The Hirer shall not distribute any promotional material associated with their booking at Z-arts without applying for consent of distribution in accordance with Manchester City Council's guidance. The Hirer accepts all responsibility for Fixed Penalty Notices should any be issued for non-compliance with this rule.

15.3 If the Hirer has a GDPR-compliant privacy policy, Z-arts allows the Hirer to distribute and collect feedback forms from audiences to their event only. This may be done digitally on a platform of the Hirer's choice; Z-arts cannot do this on the Hirer's behalf. This can include asking people for their consent to be contacted directly. Forms must be collected at the event only; any left onsite will be destroyed. All information collected is the Hirer's sole responsibility and all data collected should be used securely in line with their GDPR-compliant privacy policy. Z-arts is unable to share any customer data from our ticketing system.

17. Child Performers (Under 18s) & Safeguarding Requirements

17.1 Z-arts is committed to providing a safe and welcoming environment for all children and young people.

17.2 All hirers delivering activity involving anyone under the age of 18 must complete the Z-arts Safeguarding Form (https://forms.gle/axD3BSu9XvtgiGFp7) in advance of their booking. Z-arts reserves the right to refuse or cancel bookings where this information is not provided.

17.3 The Hirer is solely responsible for the safeguarding and welfare of all children in their care during their time at Z-arts.

17.4 The Hirer must ensure that:

i. They have an up-to-date safeguarding/child protection policy
ii. A named Designated Safeguarding Lead (DSL) is identified and contactable during the activity
iii. All staff and volunteers working with children are appropriately trained and hold relevant DBS checks where required
iv. Appropriate supervision, staffing ratios, and chaperoning arrangements are in place
v. All necessary child performance licences are obtained where applicable
vi. A suitable risk assessment has been completed for the activity

17.5 The Hirer must comply with all relevant safeguarding legislation and guidance, including those relating to child performance licensing, photography, and chaperoning.

17.6 Z-arts reserves the right to request supporting documentation at any time and to intervene, pause, or cancel activity where safeguarding requirements are not met.

18. Use of Space

18.1 Z-arts may cancel the booking if it is reasonably believed that the customer intends to use the room(s) for any purpose other than the function stated.

18.2 Z-arts spaces can only be used to establish, promote, operate, or participate in the sale of goods, products, or services if this has been authorised in advance by a member of the bookings team. Z-arts retains the right to cancel or immediately terminate any booking contravening this rule.

19. Storage

19.1 No items may be stored at Z-arts without prior written agreement. Any items left in the building overnight are left at the owner's own risk.

19.2 Any property left in Z-arts for more than three days after a period of hire will be disposed of and any costs incurred passed to the Hirer.

It is the responsibility of the Hirer to read these Terms and Conditions before making an agreement.

Z-arts

Quick Summary of Terms and Conditions

This is not a replacement for the full Terms and Conditions - please read those too.

Here's what you most need to know:

- Pay on time. Late payment can result in cancellation.
- All ticketed events go through the Z-arts Box Office. No external ticketing.
- Ensure you have the correct public liability insurance.
- A named representative from your team must be present and contactable throughout the event.
- Leave Z-arts as you found it. All your equipment and rubbish must be removed by the end of your hire.
- No smoking. No pyrotechnics, smoke machines, or firearms without prior written consent from our Head of Technical and Premises.
- Have you got children under 18 in your cast? You must complete the safeguarding form.
- Need to cancel? You could be liable for some of the fee - check our cancellation clause.