

# Gosforth Lodge

## CONDITIONS OF LETTING

(To be read and retained by the Hirer)

NOTE: Gosforth Lodge is a 'No Smoking' building

Provisional bookings will only be held for a maximum of two weeks from the date of the initial enquiry and will then be released without notice unless the signed booking form has been returned.

Once the booking has been confirmed an invoice for 25% of the total hiring charge will be sent to the hirer for payment within 30 days to secure the dates. If payment is not received within 30 days the dates will be released without notice.

A final invoice for the remaining 75% of the total hiring charge will be sent the month before the booking and should be paid within 30 days of the date of the invoice or before the booking takes place, whichever is sooner.

**For a children's party (3-hour slot) once the signed booking form has been received, an invoice will be sent for the total hire charge to be paid within 30 days of the party booking date.**

### CANCELLATION FEES

The hirer will be liable to pay 100% of the total hire charge if the booking is cancelled with less than twenty-eight days' notice. If more than twenty-eight days' notice is given the hirer will be liable to pay 50% of the total hire cost.

No intoxicating liquors shall be sold in the lodge unless notice has been given to the Council. Local organisations organising their own bar will be responsible for obtaining a Temporary Events Notice from North East Derbyshire District Council.

In cases where intoxicating liquor is sold the person to whom the Temporary Events Notice is granted must ensure that two lists are exhibited - in conspicuous positions - showing the prices to be charged for drinks.

The Hirer, not being a person under 21 years of age, will be responsible for ensuring compliance with the Law regarding the consumption and use of alcohol. Furthermore, alcoholic drinks shall not be sold, either directly for cash or by inflating the price of admission tickets or by any other means.

As described in section 7, the hirer must designate a person to be responsible for fire precautions and evacuation during the letting. Furthermore, the Hirer must obtain instruction in fire safety precautions from the caretaker of the lodge, prior to the event commencing.

We do not provide kitchen utensils, pots and pans, kitchen knives, cake knives/slices or tea towels.

### STANDARD CONDITIONS OF HIRE

These standard conditions apply to all hiring of the Council's premises. If the Hirer is in any doubt as to the meaning of the following, the Bookings Secretary or other relevant person should immediately be consulted.

#### 1. Age

The Hirer, not being a person under 21 years of age, hereby accepts responsibility for being in charge of and being on the premises at all times when the public are present and for

ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met. The hirer must be in attendance from the starting time of the hiring of the lodge.

#### 2. Supervision

All children must be supervised by a responsible adult at all times.

The Hirer shall be responsible for ensuring that all conditions to comply with the Premises Licence, particularly those conditions relating to public safety, are strictly enforced.

The Hirer shall attend during the period of the hiring, and be responsible for -

- supervision of the premises, the fabric and the contents;
- their care, safety from damage, however slight, or change of any sort; and
- the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements to avoid obstruction of the highway.

As directed by the Council, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings, or contents (including crockery) and for loss of contents. No screws or nails of any kind are to be driven into the floor or walls, nor are drawing pins, Sellotape, blue tac or similar to be affixed to the walls or doors, for any purpose whatsoever.

No decorations, drapes etc are to be hung from the ceiling in the lodge. The hirer must make his/her own arrangements regarding the care of clothing etc left in the lodge and the Council will not be responsible for any damage, loss or theft.

#### 4. Use of premises

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-let or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

#### 5. Gaming, betting and lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

#### 6. Licensable activities

The Council no longer holds the PRS and PPL Music Licences since 5<sup>th</sup> February 2020. Therefore, it is the Hirers responsibility to check what licences are required in respect of any activity they are holding in the premises. The Hirer should ensure that they have the relevant licence and provide a copy to the Council on request, before an event takes place.

shall at all times be kept free from obstruction.

## 7. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, Gosforth Lodge's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided, or which is attended by children.

The hirer shall also comply with the Council's health and safety policy, a copy of which can be viewed [www.dronfield.gov.uk](http://www.dronfield.gov.uk).

The hirer shall submit to the Town Clerk at Dronfield Town Council, on the form provided, the name and address of one person who has attained the age of 21 years to be responsible for fire precautions during the period the Lodge is hired. The person in charge of fire precautions must remain in the building during the letting of Gosforth Lodge.

In addition, at least one other attendant shall be on duty to assist persons in entering and leaving the Lodge. The other attendant shall be instructed by the hirer in the safety precautions to be observed so far as those precautions relate to his duties and in the action to be taken by him in the event of fire or other emergency. (These instructions will be provided by the Caretaker). Authorised Officers of the Fire Service shall have free access to all parts of the premises at any time when the function is in progress.

The table seating capacity in the Lodge is limited to 64 and the total number of persons who may be admitted for any other purpose must not exceed 90. The seats in the Lodge shall be so arranged to follow free access to the exits.

(a) The Hirer acknowledges that they will be given instruction in the following matters:

The action to be taken in event of fire, this includes

- Calling the Fire Service and evacuating the Civic Hall;
- The location and use of fire equipment;
- Escape routes and the need to keep them clear;
- Method of operation of escape door fastenings;
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

(b) In advance of an entertainment or play the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order;
- That all escape routes are free of obstruction and can be safely used;
- That any fire doors are not wedged open;
- That exit signs are illuminated;
- That there is no obvious fire hazard on the premises.

## 8. Means of escape

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit. The seats in any room shall be so arranged as to allow free access to the exits.

The hirer must ensure that all passages, courts, ramps to which the public have access, any which lead to outside premises,

## 9. Outbreaks of Fire

The Fire Service shall be called to any outbreak of fire, and details thereof shall be given to the Town Clerk of the Council.

## 10. Means of illumination

Means of illumination, adequate to enable the public to see their way out of the building shall be kept on at all times when public are on the premises.

- (a) In those parts of the building to which the public are admitted; and
- (b) For the illumination of all notices indicating exits for use by the public in leaving the Lodge.

## 11. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations and should hold the relevant Food Hygiene Certificate. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Safety (Temperature Control) Regulations 1995. The premises are provided with a refrigerator.

## 12. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order and must have been PAT tested or proof of purchase given if less than one year old and used in a safe manner in accordance with the Electricity at Work Regulations 1989 and any subsequent legislation.

No equipment e.g. mobiles or laptops, to be left on charge overnight.

## 13. Indemnity

The Hirer shall indemnify the Council against all actions, claims, damages, costs, demands and expenses in respect of, loss of or damage to, goods or injury to persons on the premises of the Lodge, or entering or leaving the same, in connection with the purpose for which the lodge is hired howsoever occurring or caused, which may be brought or awarded against, suffered, sustained or incurred by the Council and occurring, or arising during the time the Lodge is being used, or prepared for use, by the hirer provided always that this indemnity shall not extend to any loss, damage or injury aforesaid caused solely by the negligent act or default of the Council, its servants or agents.

## 14. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Council as soon as possible and complete the relevant section in the Council's accident book.

Any failure of equipment belonging to the Council or brought in by the Hirer must also be reported as soon as possible.

Certain types of accident or injury must be reported. The Council will give assistance in making this report. This is in accordance with the Reporting of Injuries, Diseases and

## 15. Explosives, Flammable Substances, and Visual Effects

The Hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of, the premises and that;
- (b) No internal decorations of a combustible nature (e.g. paper, celluloid, polystyrene, cotton wool) shall be erected without the consent of the Council. No decorations are to be put up near light fittings or heaters. Any scenery, draperies, properties or decorations brought into the Lodge shall be on either inherently flame-retardant material or be rendered so and maintained in this condition. No naked flames shall be permitted in the premises.

## 16. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Council. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

## 17. Drunk & disorderly behaviour & supply of illegal drugs

The Hirer shall ensure that to avoid disturbing neighbours and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

## 18. Animals

The Hirer shall ensure that NO animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed by the Council. No animals whatsoever are to enter the kitchen at any time.

## 19. Compliance with the Children Act 2004 and subsequent legislation, including work with vulnerable adults.

The Hirer shall ensure that any public activities for children under eight years of age comply with the provisions of The Children Act of 2004 and subsequent legislation and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Council with a copy of their DBS Check and Child Protection Policy on request.

## 20. Any performances involving young people.

Child performances and activities are regulated by The Children and Young Persons Acts 1933 and 1963 and the Children (Performance and Activities) (England) Regulations 2014

The hirer shall provide copies of licences or exemptions for performances that are due to be held at our venue, since

children who are taking part in performances are required by law to be suitably licenced. Applications for licences and Body of Persons approval (BOPA) can be found on Derbyshire County Council website – children in entertainment and activities.

A child performing, rehearsing during the performance period or taking part in an activity must be supervised by a chaperone, at all times, unless they are under the direct care of their parent, a teacher from their school or their home tutor.

In Derbyshire, chaperones need to undergo an enhanced Disclosure and Barring Service (DBS) check and attend a 2-hour chaperone training session. They also have to undertake introductory safeguarding training within the first 6 months of being licensed or provide evidence of prior safeguarding training.

## 21. Film Shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for showing films.

## 22. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Council is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Council, otherwise the cancellation fees detailed above will be applicable.

The Council reserves the right to refuse any application for the hire of Gosforth Lodge.

The Council reserves the right to cancel any bookings with one week's notice, in which case any fees that have been paid will be refunded. Subject to this all claims, statutory or otherwise are excluded. The Council will not accept responsibility for any loss, which the hirer may have, or contend he/she has suffered, as a result of the cancellation.

## 22. End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition placing all rubbish in black bin bags. A vacuum cleaner and brush and pan will be provided. Gosforth Lodge must be vacated no later than 11.00pm on any evening.

## 23. Noise

To ensure that the local neighbourhood is not disturbed by noise, the Hirer shall ensure that the volume of any noise shall be such so that it is not audible at the boundary of the nearest noise-sensitive premises. During any public entertainment the Hirer shall ensure that all external doors and windows are kept closed (other than for access and egress). The licence holder or his/her representatives may monitor the noise to ensure compliance.

## 24. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

## 25. Safety of Chairs

Users should be aware that the chairs provided in the Lodge are designed to safely bear a weight of 18 stones (114kg).

## 26. Charges

All charges are subject to review without notice.