

Dronfield Civic Hall

CONDITIONS OF LETTING

(To be retained by the Hirer)

NOTE: The Civic Hall has been designated 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 release without notice, unless the signed booking form has been returned.

Once the booking has been confirmed an invoice for the total hiring charge will be sent to the hirer as confirmation. This invoice should be paid within 30 days or a minimum of seven days prior to the date of the function. The hirer will be liable to pay the total hire charge if the booking is cancelled by him/her, except that if the cancellation occurs more than twenty eight days prior to the date of the function the liability of the hirer will be limited to 50% of the total cost.

No intoxicating liquors shall be sold in the Hall unless notice has been given to the Council. Local Organisations organising their own bar will be responsible for obtaining an Occasional Licence from the Justices for the sale of intoxicating liquors.

In cases where intoxicating liquor is sold the person to whom the Occasional Licence 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 6, the Hirer must designate a person to be in charge of fire precautions during the letting. Furthermore, the Hirer must obtain instruction in fire safety precautions from the Caretaker of the Hall, prior to the event commencing.

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. Hire of the Sound and Lighting Box

A £200 refundable bond must be paid prior to the event and will be returned if the equipment is left in good working order. The equipment must be used by a competent person who will be assessed by a nominated person by the Council. *Please note: there will be a cost to be assessed.* No one under the age of 18 years to be allowed in the sound/lighting box

Apparatus and equipment in the premises shall not be used for such purpose in such manner, or when it is in such a condition as to cause danger of electric shock, fire or explosion

No food or drink is to be taken into the Sound/lighting Box

2. Age

The Hirer, not being a person under 21 years of age, hereby accepts responsibility for being in charge of and 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.

3. 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 so as 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 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 recessed ceiling in the Main Hall. The lighting plinth is for decorative purposes only and has no structural capacity for taking additional weights. The hirer must make his/her own arrangements regarding the care of clothing etc left in the cloakrooms 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 currently holds the PRS and PPL Music Licences. However it is the Hirers responsibility to check if other licences are required in respect of any activity in the premises, the Hirer should ensure that they hold the relevant licence or that the Council holds it and provide a copy to the Council seven days before an event takes place.

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, the Hall'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.

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 in charge of fire precautions during the period the Hall is hired. The person in charge of fire precautions must remain in the building during the letting of the Hall. In addition, at least two attendants shall be on duty to assist persons in entering and leaving the Hall. Each 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 capacity of the Main Hall is limited to 218-theatre style, and the total number of person who may be admitted for any other purpose must not exceed 200. When the tables are set out "cabaret" style or for a dinner/dance/wedding reception, the number is limited to 120. The seats in the hall shall be so arranged so as to allow free access to the exits. The Shaun Hadley has a capacity seating of 24 persons and the Council Chamber has a seating capacity of up to 30 persons.

(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 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.

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. Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. 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.

11. 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 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 eg (walkie talkies) to be left overnight on charge.

12. 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 hall, or entering or leaving the same, in connection with the purpose for which the hall 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 hall 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 Committee, its servants or agents.

13. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to a member of the Council's 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 Dangerous Occurrences Regulations 1995

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14. 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 Hall 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.

15. 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.

16. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order 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.

17. 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 to by the Council. No animals whatsoever are to enter the kitchen at any time.

18. 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.

19. 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 film.

20. 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. The Council reserves the right to cancel a hiring by written notice to the Hirer. For example, this could occur in the event of the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.

In any such case the Hirer shall be entitled a refund of any monies paid, but the Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

The Council reserves the right to refuse any application for the use of the hall, or to cancel any letting in which event any fees paid will be refunded. Subject to this all claim, statutory or otherwise are excluded. Responsibility will not be accepted for any loss, which the hirer may have, or contend he/she has suffered as a result of the cancellation.

21. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, and any contents temporarily removed from their usual positions must be properly replaced, (e.g. stage curtains) otherwise the Council shall be at liberty to make an additional charge. The Hall must be vacated no later than 11.45pm on any evening.

22. Noise

In order 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 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.

23. Dangerous and unsuitable performances

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

24. Safety of Chairs

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

25. Charges

All charges are subject to review without notice.