

Conditions of Hire

Definitions

- 1) In these conditions:-
 - a) **“Hirer”** means the person who signs the application form for the hire of the Premises and where a promoting organisation is named in the application for hire that organisation also shall be considered the Hirer and shall be jointly and severally liable with the person who signs the form.
 - b) **“Premises”** means the part or parts of the Town Hall of which the Hirer has use and which are specified in the application form.
 - c) **“Surety”** means the amount required to be deposited against the risk of the the premises and/or equipment being left by the Hirer in an unacceptable and/or damaged condition.
 - d) **“The Function Suite Manager”** shall mean the person holding that office from the Council for the time being or such other person as shall from time to time be nominated by the Council’s Director of Resources.
 - e) **“The Event”** means the event, entertainment or other purpose for which the Hirer proposes to use the Premises, and which is stated on the application form.
 - f) **“The Hire Charges”** means the amount payable for the use of the Premises as defined and set out in **Clause 7** together with such additional expense or charges as defined in **Clauses 8** and **9** and such expenses or charges as may become due as defined in **Clauses 8** and **9**.

Application and Hire Charges

Application Forms

- 2) Applications for the hire of the Premises shall be made in writing on the form provided which is obtainable from the Function Suite Manager. The purpose for which the Premises are to be used must be clearly stated. Any application may be refused without giving reason for the refusal.

Deposit Fee

- 3) A deposit of at least 25% of the Hire Charges shall be paid on application and the balance of the Hire Charges shall be invoiced immediately after the event.

Charges

- 4) Hirers who book rooms or facilities and receive an estimated cost of hire, should note that the estimate is calculated on the current rates in force at the time of request and those rates are subject to Increase where bookings are made over one year in advance of the actual event. Hirers may pay the whole amount of the Hire Charges at the time of booking at the then current rate and, if the details and/or requirements set out on the relevant booking form do not change in any way whatsoever, the charge will remain the same. However, in the event of any changes to the details or requirements set out on the booking form which incur further charges, then those charges will be at the current rates in force at the date of the event.

Cancellation by Hirer

- 5) In the event of cancellation by the Hirer after acceptance of the application by the Council, the deposit shall be retained by the Council unless transferred to a new booking. At the discretion of the Function Suite Manager a cancellation fee may also apply.
- 6) The Function Suite Manager may at any time demand the provision by the Hirer of a Surety deposit, particularly when past Events are known to have incurred damages or unacceptable levels of cleanliness. This surety will be held against the risk of damages and/or unacceptable levels of cleanliness found after the hiring. This additional deposit is refundable after the hiring provided no damage to premises or equipment has occurred and the premises have been left in a condition acceptable to the Function Suite Manager.
- 7) The Hire Charges shall be payable per full hour in accordance with the charge list and shall include (in addition to the use of the Premises for the Event) the ordinary preparation (set up) and reinstatement (taking down of furniture and equipment belonging to the Premises) and the use of such toilet facilities as are provided. The hire charges shall commence from the access time stipulated on the booking form or actual time of access of the Hirer (or his services) whichever is the earlier, to the departure time stipulated on the booking form or actual time of departure of the Hirer (or his services) whichever is the later.

- 8) The Hirer may request such additional preparation, reinstatement or services under “Extra Requirements“ on the application form. The Function Suite Manager may at his or her absolute discretion refuse to provide any of those services requested by the Hirer without giving reason for the refusal.
- 9) The Hirer may, immediately prior to the commencement of the Event request from the Council’s Supervisor in attendance the use of a suitable vacant room for the purpose of a changing/dressing room or for essential extra accommodation whereupon the applicable charge for such a room will be advised and if accepted the Hirer may use the said room. Such additional hire will be reported to the Function Suite Manager who will add the said cost to the final invoice.
- 10) Any service, preparation, reinstatement or work, provided by or carried out by the Council, which is not included in **Clause 7**, shall be an additional expense and shall be recoverable from the Hirer on demand.
 - a) If any extra services, preparation, reinstatement or work are requested by the Hirer prior to the Event and agreed by the Function Suite Manager, then the cost of such shall be recoverable from the by the Hirer on demand.
 - b) If any extra service, preparation, reinstatement or work is carried out during the Event or if the Premises are left in such condition after the Event as to require additional levels of cleaning or maintenance in the opinion of the Function Suite Manager then the cost of such shall be recoverable from the Hirer, in addition to any amounts recoverable under and without prejudice to the provisions of **Clause 12 (b)**.
- 11) The Hire Charges shall not include the provision of any work, service or attendance during the Event other than specified in **Clause 7** above.

Hirer’s Responsibilities

- 12) It is the Hirer’s responsibility regarding
 - Payment
 - a) To be responsible for the payment of the Hire Charges.
 - Damage to Premises
 - b) To take good care of and not cause, or permit, any damage to be done to the Premises or any part of the Premises, or of the fittings, contents, accessories, apparatus, equipment and appliances provided in the Premises or other property in the Premises and shall pay on demand the expenses of making good breakages, damage or other loss arising out of the Hiring or the Event, whether accidental or otherwise.

Loss or Damage and Indemnity

- c) To be responsible for the supervision of dressing accommodation, for the safe custody of articles brought onto the Premises in connection with the Event and for damage to, or loss of, any property, articles, or things of any nature placed in or left upon the Premises by persons attending the Event, and shall indemnify (and keep indemnified) the Council against all costs, claims, demands, or actions for such damage or loss where such damage or loss is not directly attributable to the wilful act, negligence or default of the Council.

Personal Injury and Indemnity

- d) To indemnify and keep indemnified the Council against any costs, claims, actions, or damages in relation to death or personal injury to persons using the Premises during the period of Hire where such death or personal injury is due to the negligent act, omission or default of the Hirer, his servants, agents, or persons under the Hirer's control. The Hirer is responsible for carrying out his own written risk assessment prior to the start of the Event.

Use

- e) To use the Premises only for the purpose stated on the Application Form and for no other purpose whatsoever.

No Subletting

- f) Not to assign this agreement, sublet or part with the possession of the Premises or any part of the Premises during the Hiring or cause, permit or suffer to be removed any contents from the Premises. At the end of the Hiring the Hirer shall give back the Premises in a reasonably tidy, undamaged state, removing all the Hirer's own effects and belongings. The Function Suite Manager has the right to make additional charges for non-compliance.

Control and Compliance with Conditions

- g) To provide adequate supervision and control of the Event and persons attending the Event and shall comply with any specific requirements of the Function Suite Manager in this respect and in particular with the provisions of **Clauses 12 (h), 12 (i), 12 (j) 12(k), 12(l) and 12 (m)** hereof and of any Bylaws

or Conditions or Regulations or other legislation applying to the Premises from time to time, and in all cases with any requirements of the Fire Officer.

The Hirer shall satisfy himself or herself as to the action to be taken in the event of fire, the location and use of fire exits and escape routes and operation of doors. The Hirer shall also comply with any conditions attached to any other Licence or Permission relating to the Event including the seating or audience capacity specified on the booking form.

Obstruction – Fire Exits, Parking of Vehicles

- h) To ensure that there is no obstruction of entrances to or exits from the Premises, especially fire exits and that no fire doors are wedged open. To ensure that those persons attending the event use only the Council car park in Waterloo Street and not on-street parking, ensuring that there is no obstruction to pedestrian or vehicular traffic in the surrounding residential areas. The Council reserves the right to provide Parking Services for large functions of a nature known to cause parking problems in the neighbourhood. The charge for this service will be passed on to the Hirer.

Supervision and compliance of those attending

- i) To comply and ensure that those attending comply with all reasonable requirements of the Function Suite Manager or other authorised Officer of the Council during the period of hiring or during such other times, as they shall be in the Premises because of the hiring.

Good Conduct

- j) To ensure that during the event good order and good conduct is kept by those attending the Event and be responsible for the efficient supervision of persons attending the Event, the orderly, quiet, and safe admission and departure of such persons to and from the Premises and the orderly and safe clearance of the Premises in case of emergency.

Noise Levels

- k) To ensure that nothing is done or permitted to be done so as to cause a nuisance or annoyance to occupiers of properties in the vicinity, for example fireworks and loud music. The Function Suite Manager or other authorised officer of the Council shall in particular determine acceptable volume levels

where amplification equipment is used and The Function Suite Manager's or other authorised officer's definition shall be final. The Hirer shall, where requested by The Function Suite Manager or other authorised officer of the Council, decrease any volume levels immediately to the defined level and/or comply with any other relative request or risk closure of the event.

Attendants

- l) To provide at his or her own expense such number of attendants and stewards as may in the opinion of the Council's Director of Resource or the Function Suite Manager be necessary to secure the observance and performance of the conditions contained in this agreement, and in particular (but not limited to) **Clauses 12(f), 12(g), 12(h), 12(i), 12(j), and 12(k)**. Door Attendants must be registered with East Staffordshire Borough Council's Registration Scheme

No Sale of alcohol unless supplied by PLH

- m) The Council has obtained a Premises Licence which incorporates the expired Entertainment Licence. Hirers must now **ensure** that all alcohol provided at events **must be supplied by a Public Licence Holder** in accordance with the Licensing Act 2003 and the Borough Council's Statement of Policy relative to such Act. The Statement of Policy can be viewed on the Council's Website www.eaststaffs.bc.gov.uk or obtained from the offices of the Council's Licensing Department at the Midland Grain Warehouse, Derby Street, Burton upon Trent.

Children

to ensure that when alcohol is sold and/or consumed at their event in the premises, children under the age of 16 must be accompanied by a responsible adult. It is essential to know that it is an offence for alcohol to be sold to persons who are drunk and to persons under the age of 18 and for an adult to purchase alcohol for the consumption of those under 18 years of age.

Smoke Free Environment

- (n) In the interests of Health, to advise those attending events that it is illegal to smoke in public places and to ensure that those attending the event comply

with the legislation. There is a designated “outdoor smoking area” to the rear of the building but drinks must **not** be taken outside.

Posters, Placards, Party accessories

- o) Not to put up any signs, flag, emblems, advertisements, poster board, or other notice on the Premises or to any part of the Town Hall except such as shall have been agreed previously with the Function Suite Manager. Indoor fireworks and lit candles (by order of the Fire Officer) are not permitted. Confetti bombs are not permitted.

Hirer's fittings and Decorations

- p) Not to bring any furniture, decorations, framing, scenery, erections, apparatus, appliances or other articles onto the Premises in connection with the hiring except as shall previously have been agreed with the Function Suite Manager and ensure that any such authorised items are unloaded, placed in position and removed by the Hirer or persons employed by the Hirer at such times as shall be agreed by the Function Suite Manager.

Nails, Screws etc

- q) Not to cause or permit, any nails, hooks, screws or tacks to be driven into the walls, pillars, woodwork, floors, or furniture or any part of the Town Hall.

Noxious Articles

- r) Not to permit or bring any open fires, articles of inflammable or explosive nature or which produce an offensive smell, steam, gas or noise onto the Premises.

Service Fittings

- s) Not to make extensions or alterations to, or additions of, gas, electric, or electronic fittings without the prior approval in writing of the Function Suite Manager. *Any appliances brought on to the premises must have a P.A.T. Certificate, which must be produced to the Function Suite Manager 7 days prior to the Event.*

Inspection

- t) To allow the Function Suite Manager, all other Council employees or agents or other persons on the council's behalf and any Police Officer on duty at the time of Hiring at all times to enter the Premises for any purpose during the Hiring.
- u) To evaluate the hazards for their particular event and produce a written Risk Assessment plan stating the controls put in place to eliminate the risks for those attending the event
- v) To ensure that the Premises are vacated by the end of the time of Hire stated on the booking Form, and if the duration of the Event is longer than stated in the booking application, pay to the Council on demand such additional charges per hour or part thereof as necessary.

Copyright

- w) To Comply with the requirements relating to copyright set out in **Clause 13** and To indemnify the Council against any costs, actions, demands, and claims relating to any infringement of copyright, which may occur during the Event.

Gangways

- x) To ensure that every gangway for the use of the persons attending the Event shall be not less than one metre wide, that the balcony in the Main Hall is used for seating only, and for no other purpose, and that all drapery, decorations, framing, erections, or scenery are fixed and fireproofed.
- y) Not to do or allow anything to be done during the hiring which would adversely affect the reputation of the Premises or of the Council
- z) Not to bring or allow to be brought, any animals into the Premises, except with the prior consent in writing of the Function Suite Manager.

Copyright

Copyright Licences

- 13) No copyright work (other than copyright music, the performing rights of which are vested in the Performing Right Society Ltd), shall be performed without the Licence of the owner of the copyright and the Hirer shall produce such Licence to the

Function Suite Manager not less than two weeks before the Event to which that Licence relates. If the Hirer shall fail to produce such Licence within the time so specified, then the Council may cancel the event without any compensation to the Hirer; any fee having been paid to them in respect of such cancelled Event being retained by the Council as liquidated damages for the loss of such Hiring.

Performing Right Society Returns

- 14) The Council has obtained the Licence of the Performing Right Society Limited for the performance of copyright musical works in the Town Hall on the understanding that returns of all works performed will be made to the Society. The Hirer shall comply with the terms and conditions of the Society's Licence, a copy of which may be seen on application to the Function Suite Manager, and the Hirer shall be deemed to have had notice of all conditions attached to that Licence. Immediately after the Event at which the musical works are performed the Hirer shall complete the Society's programme form (to be supplied by the Function Suite Manager) giving details of all musical works performed for onward transmission to the Society and will indemnify the Council against any demand or action by the Society in regard to such a return of musical works performed.

Council's Rights

Ticket Sales

- 15) The Council does not undertake any responsibility with regard to ticket sales or collection, the receipt of entrance money or the taking of cheques and passes.

Fly Posting

- 16) Fly posting is illegal and the Borough Council has a policy of prosecution.

Cancellation by Council

- 17) The Council reserves the right at any time to cancel a Hiring if any matters come to its notice which were not made clear by the Hirer at the time of the application and which relate to the Hirer, the Event, or the Persons likely to attend the Event and which in the Function Suite Manager's absolute discretion, would harm the reputation of the Premises or of the council or would pose a threat to public order inside or outside the Premises, and in such case the council shall be entitled to retain the deposit paid, and no compensation shall be payable as a result of such cancellation.

Cancellation by Council for Breach

- 18) If in the Function Suite Manager's opinion, a breach or breaches of these conditions has occurred or a risk to the health, safety and welfare of those attending has occurred or is likely to occur, then the Function Suite Manager may at any time stop the Event and no compensation shall be payable by the Council for such action, nor will any fees paid be refundable in whole or in part.
- 19) In the event of the Premises or any part of the Premises being required by the Council the Hirer will be required to give them or it up and the Hire Charges paid for the time so given up will be refunded.
- 20) The Council shall not be liable for any loss due to any strikes, lockouts, riots, breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction, act of God or other acts whatsoever which are beyond their control which may cause the Premises to be temporarily closed or the hiring to be interrupted or cancelled and no compensation shall be payable by the Council in such case **PROVIDED ALWAYS THAT** the Function Suite Manager may at his or her absolute discretion refund such part of the Hire Charges as he or she may think appropriate and **PROVIDED ALWAYS THAT** this clause shall not be construed as imposing any obligation on the Function Suite Manager to refund any part of the Hire Charges.
- 21) Any complaint by the Hirer arising from the hiring shall be made in writing to the Function Suite Manager within five days of the occasion of the complaint.