



## GREAT DUNMOW TOWN COUNCIL

# STANDARD CONDITIONS OF HIRE

E.T FOAKES MEMORIAL HALL

UPDATED 13.08.24

### 1. Supervision

The Hirer shall, during the period of the hiring, 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 so as to avoid obstruction. As directed by officers, 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.

Hirers must:

- Ensure that all doors and windows are locked.
- Inspect the toilets, including checking that these have been vacated.
- Properly supervise cleaning and clearing-up to avoid damage and injury.

### 2. Cancellation Policy

- a) If the Hirer cancels more than 12 weeks before event no charge will be made.
- b) If the Hirer cancels 6 – 12 weeks before event 50% of scale fee will be charged.
- c) If the Hirer cancels 6 weeks before event 100% of scale fee will be charged

### 3. Cancellations Force Majeure

The Trust reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or any other democratic exercise.
- (b) If the trust has reason to believe the hire is likely to conflict with the terms of the charitable trust, e.g unlawful activity.
- (c) In the event where the Trust feel there is reputational risk to our organisation by any groups or speakers in support of extremist ideology, the Trust has the ability to withdraw from the contract and cancel the booking of the event.
- (d) the premises becoming unfit for the use intended by the Hirer **or essential maintenance being required**
- (e) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

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

#### 4. Public Safety Compliance & Adherence to License Conditions

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority 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 Memorial Trust holds licences which permit the use of copyright music.

The Hirer acknowledges that for the duration of the hire, they are responsible for:

- Ensuring all appropriate actions are taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- Familiarising themselves with the location and use of fire equipment.
- Familiarising themselves with escape routes and the need to keep them clear.
- Familiarising themselves with the method of operation of escape door fastenings.

***Note: Breach of the Licensing Act 2003 can result in up to six months imprisonment and a fine of £5,000.***

#### 5. Indemnity/Insurance

(a) The Hirer shall be responsible for:-

- (i) the cost of repair of any damage done to any part of the premises, including the contents and outside areas belonging to the premises.
  - (ii) all claims, losses, damages and costs in respect of damage or loss of property or injury to anyone as a result of the use of the premises (including the storage of equipment) by the Hirer, and
  - (iii) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to anyone as a result of the use of the premises by the Hirer.
  - (iv) **reporting any damage found upon arrival immediately to the caretaker prior to the event commencing**
- (b) The Hirer must ensure they possess appropriate public liability insurance. You will be informed by an officer of the Council if a copy of your insurance certification is required.

#### 6. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to the Caretaker as soon as possible and entered in the Accident Report book which is kept in the kitchen. Any failure of equipment belonging to the Memorial Hall or brought in by the Hirer must also be reported.

#### 7. Prevent Duty

- (i) The Hirer acknowledges that the Trust has a duty under Section 26 of the Counter Terrorism and Security Act 2015 in the exercise of its functions to have “due regard to the need to prevent people from being drawn into terrorism” (the “Prevent Duty”). The Hirer shall ensure that it uses the E.T. Foakes Memorial Hall in such a way as to satisfy the Prevent Duty.
- (ii) The Hirer must ensure that the venue is not used by any groups or speakers in support of any extremist ideology.

#### 8. Maximum Capacities

##### **Main Hall**

- For an event where hirers are seated around tables, a maximum of 180 people using round or oblong tables, not allowing for any additional floorspace.
- For a social function using round or rectangular tables, with space for a dance area, a maximum of 15 tables and 150

people

- Theatre style seating for shows/concerts etc. a maximum 276 seated people.

#### **Talberd Room**

- Maximum capacity: 70 people.

#### **Downs Room – Board Room style**

- Maximum Capacity: 25 people.

#### **Whole Building**

- At no point in time must the maximum building capacity exceed 371 people.

### **9. Acoustic Loop & P.A. System (including Radio and Lapel Microphones)**

An Acoustic Loop for use by those with hearing aids is available in the Main Hall and Talberd Room when the Hall's PA system is in use. The Hall Caretaker will give instructions for operating this on request.

### **10. Risk Assessment**

Hirers are required to perform a risk assessment to be supplied by hall management of all activities being undertaken in connection with their hire of the Hall and Car Park and ensure that appropriate action is taken to comply with Health & Safety and other statutory requirements to prevent injury, death and public liability. The hirer must supply a copy of the risk assessment to the officers upon request.

### **11. Cleaning**

- Mops, brooms and cleaning materials are made available in the building;
- All tables to be wiped clean;
- All spillages must be cleaned up immediately with 'wet floor' signs placed where necessary.

### **12. Car Parking**

- (a) Hirers are reminded that they are hiring the Foakes Hall carpark as well as the building, and vehicles are parked at each driver's individual risk. The car park is not currently regulated, and no guarantees of adequate parking spaces can be given.

### **13. Heating**

The thermostat controls are located at the right-hand wall looking at the stage in the Main Hall by the stairs in the Talberd Room, and at the righthand side of the doors, in the Downs Room.

The Hirer shall ensure that no heating appliances shall be used on the premises when open to the public without the consent of the Town Clerk. Portable Liquefied Propane Gas (LPG) or paraffin heating appliances shall not be used. No items are to be placed on radiators or any other heating appliance.

### **14. Noise**

The Hirer shall ensure that the minimum of noise is made on arrival and departure in the interests of our local citizens and nearby dwellings. To comply with the Memorial Hall License conditions, hirers are required to close all windows and doors by 10:30PM.

## **15. Animals**

Animals are not permitted on the premises save for guide dogs and registered assistance animals.

## **16. Use of adhesives and fixings.**

Hirers are not permitted to use any form of adhesives on any floors, walls or ceilings including Sellotape, hazard tape, pins or glues. Hire layouts may be inspected at random to ensure compliance with this condition.

## **17. Use of Bar Area**

- Use of the bar equipment is by request only and hirers must take instruction on the correct use of the bar by an authorised officer of the Hall Trust.
- The bar area is provided on an unstocked basis and does not include provision of any necessary gas for use of pumps.
- The Responsible Person is required to complete an Alcohol Permit application form prior to the event, which must be displayed in the bar area for the duration of the event.
- Any issues arising from the use of the bar area must be reported to the Hall Caretaker immediately.
- **Hirers must specify on their risk assessment the type of glasses they will be using at their event i.e. plastic or glass. All bottled drinks excluding wine bottles must be emptied into a glass. There must be no drinking from bottles.**

## **18. Use of Kitchen Area**

- Hirers wishing to use the kitchen equipment must first familiarise themselves with the instructions provided in respect of the correct and safe use of appliances and mains gas supply.
- Hirers must report any faults, defects and other issues with appliances and equipment in the kitchen area to the Hall Caretaker immediately.

## **19. Storage, Scenery & Staging**

- The Trust accepts no responsibility for any stored equipment or other property brought onto or left at the premises. All equipment and other property must be removed at the end of each hiring, unless an exempt arrangement has been agreed.
- Where hirers are ordered to remove equipment from the building and such equipment is not collected within seven days of the order, the trust reserves the right to dispose of any equipment in any manner it sees fit.
- During the preparation of scenery, the stage floor and scenery store floor must be covered and under no circumstances can painting take place on the stage flooring.
- All flats, props, scenery and related stage production items must be removed after each production.
- Use of the stage area is only permitted for entertainment and stage productions.

## **20. Electrics, Stage Lighting & Electrical Equipment**

- No modifications can be made to the Hall's electrical supply, stage lighting, P.A system or supporting ancillaries without prior written permission, with all works being undertaken by an appropriately qualified electrician to be approved by the Hall Trust. In the event that electrical work is required, the hirer will be responsible for providing all and any necessary risk assessments, proof of qualification and appropriate trade registrations
- All cables should be appropriately covered so as not to cause a trip hazard or other risk notwithstanding Clause 15 of these terms.

## **21. Smoke, 'Vaping', Smoke Machines & Pyrotechnics**

- The hall operates under a strict 'No Smoking' policy in accordance with national legislation which includes all electronic 'vaping' devices.
- Use of smoke and fog machines are permitted within the building with prior written consent from the caretaker. The use of this type of equipment must be included in the hirers risk assessment.
- No pyrotechnics or naked flames are permitted. Use of battery-operated electric candles is acceptable.

## **22. Responsible Person**

- All hirers must nominate a responsible person who is accountable for ensuring public safety and adherence to fire safety regulations.
- The responsible person must ensure that fire exits remain free from obstruction at all time, and at no point any entrance or exit to the premises is impeded.

## **23. Door Supervision**

- The Hall Trust reserves the right to impose 'Door Supervision' as a condition of hire if it so deems.
- A door supervisor must be licensed by the Security Industry Authority with all such licences to be produced upon request of the Hall Trust. Additionally, hirers must ensure that Door Supervisors are aware:
- That alcohol must only be consumed in the main hall and/or Talberd Room, and that they must take all reasonable action to prevent the consumption of alcohol anywhere else on the Hall premises and areas outside the building (including the front, eastern (kitchen) side and car park);
- That they must take all reasonable action to prevent alcohol being brought into the Hall or surrounding area which has not been authorised either (i) by the Town Clerk in person, or (2) a person permitted by the Town Clerk in writing to supply/sell alcohol in the Hall.

## **24. End of Hire Period**

- At the conclusion of each hire, the responsible person shall ensure that;
- All floors must be cleared of rubbish and swept clean with rubbish placed in refuse bins outside of the building.
- All tables and chairs are stacked neatly.

