

## **ST. MARY'S ARTS CENTRE, SANDWICH, KENT STANDARD CONDITIONS OF HIRE**

### **1. Hirer's Representative**

1.1 The Hirer is taking a letting of the Arts Centre from the CCT in accordance with the attached Bookings Form , these standard conditions of Hire and the Checklist for Hirers.

1.2 When completing a booking form the Hirer must give the name address and contact telephone number of a responsible person (the Representative) who will be present throughout the period of hire on behalf of the Hirer to ensure the effective control and supervision of the Arts Centre and anyone present at the function and to ensure compliance with these conditions. 1.3 The Representative should make him or herself known to the Events Manager on the day of the function.

1.4 The Hirer or its Representative is responsible for complying with these conditions and **complying with the instructions of the Events Manager or Front of House Manager (FOHM).**

1.5 The Events Manager or FOHM with a suitably qualified doorman may be in attendance at functions held at the Arts Centre if the Trustees consider it necessary.

1.6 The Events Managers or Front of House Managers Team may be in attendance at functions held at the Arts Centre. The number of team members attending is at the The Events Managers or Front of House Managers discretion

### **2. Facilities**

2.1 The fee for the hire of the Arts Centre includes the use of event management, heating, lighting, fittings and furniture as reasonably required by the Hirer.

2.2 Tables and chairs are available for use by the Hirer, who is responsible for setting them out and clearing them away in accordance with the Checklist for Hirers and any directions of the Events Manager or FOHM.

2.3 The Arts Centre is a grade 1 listed building. Its fabric is protected by law. The Hirer may not use chalk markings, or other materials which may damage or be difficult to remove from any surface without the prior agreement of the Events Manager or FOHM

### **3. User**

3.1 No part of the Arts Centre is to be used for any purpose other than the function or event described in the attached Booking Form.

3.2 The Hirer shall only use the Arts Centre and shall not make use of the church yard without the agreement of the Events Manager before the date of hire.

3.3 The Hirer shall not use the Arts Centre for any unlawful purpose or in any unlawful way.

3.4 The Hirer is to take care at all times to protect the Arts Centre and its fittings from spillages and damage.

3.5 The Arts Centre is fitted with a noise limiter, which is set at about 80db(a). Most events will be subject to the limiter, unless the type of sound to be created is unlikely to cause a nuisance to our neighbours. The Events Manager and Trustees will decide on this and their word is final.

3.6 The Hirer must ensure that the noise level of any music is kept within reasonable limits at all times as the Arts Centre has no sound proofing and is very close to residential properties. The Hirer must check periodically during a function that noise levels will not cause nuisance to nearby residents. The Hirer must make sure that any band or disco playing at the function abides by these conditions. If the Events Manager or FOMH asks for the volume of sound to be reduced the Hirer must comply with the request.

3.7 The doors to the Arts Centre must be kept closed whilst loud or amplified music is being played

3.8 No music shall continue after 11.00pm and the Arts Centre must be vacated quietly by 11.30pm save only for New Year's Eve.

3.9 The Events Manager or FOHM reserve the right to refuse admission to anyone or have anyone removed in relation to any hiring or to bring a function/event to an immediate end if it is likely to bring the Arts Centre into disrepute.

3.10 No animal is to be brought into or allowed to enter the Arts Centre, without the agreement of the Events Manager before the date of hire unless it is a guide dog accompanying a visually impaired person.

#### **4. Safety Requirements**

4.1 The Hirer must carry out a risk assessment for their event or function to make sure that everyone can be evacuated efficiently and safely from the Arts Centre in the case of fire or other emergency.

4.2 Where the hiring includes use of the kitchen the Hirer must use the equipment safely. Cooking must ONLY be carried out in the kitchen.

4.3 Candles may only be used in the Arts Centre with the permission of the Events Manager before the date of hire. All candles or tea lights must be placed in suitable stable glass holders.

4.4 When there is a concert or theatre style event the chairs should be  
a. laid out to allow for emergency evacuation of the Arts Centre. b.  
linked together whenever possible.

4.5 Where children or vulnerable adults attend a function or event the Hirer is responsible for ensuring that any necessary Disclosure and Barring (DBS) checks have been completed.

#### **5. Electrical equipment**

5.1 No lighting, heating, power or other electrical fittings or appliances in the Arts Centre are to be altered, moved, or in any way interfered with, without

permission of the Events Manager or FOHM.

5.2 No additional lighting, heating, power, other electrical fittings or appliances are to be installed or used without the prior consent of the Events Manager. 5.3 All electrical equipment brought into the Arts Centre must have current portable appliance testing certificates. The certificates must be less than one year old.

5.4 The Events Manager or FOHM will instruct the Hirer in the use of the lights. Where the Hirer wishes to use their own stage lighting or amplification equipment they must seek prior consent from the Events Manager or FOHM.

5.5 No smoke making appliances may be used in connection with any entertainment or otherwise provided within Arts Centre without the prior agreement of the Events Manager.

## **6. Supervision**

6.1 In the case of parties, dances, or similar events the Hirer or its Representative must make himself known to the Events Manager or FOHM before the commencement of the function or event for which the Arts Centre is hired.

6.2 The Hirer must ensure that the number of persons attending the function does not exceed 300.

6.3 The Hirer must comply with these Conditions and the requirements set out in the Checklist for Hirers.

6.4 The Hirer or their Representative must be present throughout the entire duration of the function or event for which the Arts Centre is hired including clearing and tidying the Arts Centre at the end of the event

6.5 During the period of hire the Hirer is responsible for:-

6.5.1 the efficient supervision of the Arts Centre including  
(a) the effective control and supervision of children and  
(b) ensuring that only authorised and invited persons attend the function or event.

6.5.2 the safety of the Arts Centre.

6.5.3 the maintenance of good order and decency in the Arts Centre. 6.5.4 following procedures to avoid the risk of fire including having the fire extinguishers set out in accordance with the Checklist for Hirers and ensuring that someone is responsible for using the fire extinguishers/fire blanket if necessary.

6.5.5 to ensure that fire exit lights are on and the exits are kept clear, unfastened and unobstructed, and to ensure no obstruction is placed or allowed to remain in any passage giving access to the Arts Centre. 6.5.6 in case of emergency to ensure that all persons attending the function are accounted for and safely evacuated from the building

6.5.7 If there is an emergency the Hirer must immediately telephone emergency services on 999 and contact the Events Manager if there is no FOHM present..

## **7. Decorations and advertising.**

7.1 No posters boards, notices, signs, flags or other emblems or advertisements are to be displayed inside or outside any part of the Arts Centre without the prior consent of the Events Manager or FOHM.

7.2 No posters, boards, signs, flags, etc. may be attached or fixed to any part of the Arts Centre by means of bolts, nails, tacks, screws, pins, or otherwise.

7.3 The Hirer may not advertise any event at St Mary's by fly posting in contravention of the Town and Country Planning legislation.

7.4 No decorations shall be put up in any part of the Arts Centre other than with the prior consent of the Events Manager or FOHM. No cotton wool or highly inflammable material is to be used for decoration or other purposes.

7.5 All advertising material for any events to be held at the St. Mary's Art Centre shall be subject to the prior approval of the Events Manager.

7.6 All publicity, posters, and tickets must carry the CCT and SSMCT logos.

## **8. Statutory Requirements.**

8.1 The Hirer must not do, or permit to do any act or thing which would or might be a breach of any statutory requirement affecting the Arts Centre or which would or might vitiate in whole or in part any insurance effected in respect of the Arts Centre.

## **9. Public Entertainment/Stage Play Licences.**

The Hirer must comply with all the conditions and stipulations of the Public Entertainment Licence for the Arts Centre (so far as the same may be relevant).

## **10. Copyright works.**

10.1 In the use of the Arts Centre the Hirer is not to infringe any copyright or allow any copyright to be infringed.

10.2 If the use of the Arts Centre will involve the performance of any musical or dramatic works, films, or the like, or the delivery in public of any lecture in which copyright subsists it will be the responsibility of the Hirer to obtain prior to the period of hire the consent of the owner of the relevant copyright and to pay all composers, authors, publishers and other fees or royalties which may be payable in respect of the function.

10.3 The Hirer shall indemnify the CCT from and against any claim for any duty, tax, royalty or copyright fee payable in respect of any entertainment given by the Hirer and against any infringement of copyright which may occur during the hiring.

## **11. Broadcasting and filming.**

The Hirer is not to grant broadcasting or filming rights without the prior consent of the Trustees. Cameras may be brought into and used inside the Arts Centre for private (but not commercial) purposes provided that no nuisance or annoyance is occasioned.

## **12. Gambling**

No sweepstake raffle tombola or other form of lottery is to be permitted to take place in the Arts Centre except a lottery:

12.1 which is lawful under the Gambling Act 2005.

12.2 which is conducted strictly in accordance with the relevant statutory provisions.

## **13. Alcohol**

13.1 Under no circumstances is alcohol to be purchased for, or served to, under 18's.

13.2 Alcohol cannot be served after 11pm.

## **14. Smoking**

Smoking is not permitted in any part of the Arts Centre, or the porches. When users do smoke they should do so outside the North porch and not in the church yard. All butts must be swept up before the Hirer vacates the Arts' Centre.

## **15. End of Period of Hire**

At the end of the period of hire the Hirer shall

15.1 Leave the Arts Centre in a clean and orderly state free of litter including litter outside the building.

15.2 Remove all catering, bar, musical equipment and stock and all other equipment previously brought in by, or on behalf of the Hirer.

15.3 Ensure that all tables supplied by the Arts Centre have been cleaned, folded and stacked and all chairs correctly stacked on the racks provided.

15.4 Remove all rubbish from the building and take it to a recognised waste collection point. It must not be left in or near the Arts Centre.

15.5 Leave the kitchen clean and tidy

15.6 The Hirer may be required to pay a deposit of **£150** before each event. If the Arts Centre is not left clean and tidy at the end of the period of hire the CCT will retain the deposit and use it to meet the costs of cleaning and rubbish removal. If the building is left clean and tidy the deposit will be returned to the Hirer or Representative.

15.7 The Hirer or Representative must be the last to leave the building at the expiration of the hiring.

## **16. Agreement personal to Hirer**

16.1 The benefit of the Agreement is personal to the Hirer only. The Agreement may not be sub let or assigned.

## **17. Damage to Arts Centre and property**

17.1 The Hirer is to take good care of and not cause or allow any damage to be done to the Arts Centre or to any fittings equipment or other property in the Arts Centre and the Hirer shall make good and pay for any such damage caused

by any act or neglect of the Hirer or anyone for whom the Hirer is responsible or anyone permitted by the Hirer to enter the Arts Centre.

### **18. Injury to persons and loss of property.**

18.1 The CCT will not be liable for death or injury to any person attending the Arts Centre for the function or event the subject of the hiring or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement except where such death injury or loss is due to the negligence of the CCT.

18.2 The CCT will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought into or left at the Arts Centre either by the Hirer for his own purposes or by any other person or left or deposited with any employee or volunteer of the Arts Centre.

18.3 All personal possessions are left at the Arts Centre entirely at the risk of the Hirer and guests.

18.4 The Hirer will indemnify the CCT against all such liabilities as are mentioned in this Condition 19.1 – 19.3 subject only to the exception set out in Condition 19.1.

### **19. Further exclusions of liability.**

19.1 The CCT will not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the Arts Centre to be temporarily closed or the hiring to be interrupted or cancelled.

19.2 The CCT gives no warranty that the Arts Centre is legally or physically fit for any specific purpose.

19.3 The Hirer shall have adequate cover for Public Liability Insurance and show evidence of this to the Events Manager or FOHM on request. 19.4 The Hirer is strongly advised to have adequate cover in case of the cancellation of their/its event including those circumstances set out in Condition 19.1 above.

### **20. Right of entry.**

The CCT reserve the right for the staff or volunteers of the Arts Centre to enter the Arts Centre at any time for any purpose.

### **21. Cancellation by the Hirer.**

21.1 If the Hirer wishes to cancel the hiring in whole or in part the Hirer must give the Events Manager or FOHM written notice to that effect. 21.2 If the Hirer gives notice later than one calendar month before the commencement of the period of hire the Trustees will be entitled to retain the whole of the fee subject to their exercise of discretion in exceptional circumstances.

## **22. Cancellation by the CCT**

If the CCT cancel the hiring for any reason they will give the Hirer maximum practicable notice and refund the fee but will not otherwise be liable to the Hirer for any other loss sustained or expenses incurred by the Hirer or any other person as a result of the cancellation. Hirers are advised to insure against such loss.

## **23. Breach by the Hirer.**

If the Hirer fails to observe and perform any of these Conditions the CCT may:

23.1 charge to and recover from the Hirer any expenses incurred by the CCT in remedying any such failure including the cost of employing attendants, workmen, cleaners, or other persons as may be appropriate. 23.2 Cancel the instant or any future hiring of the Arts Centre by the Hirer without incurring any liability to the Hirer for the return of any fee or otherwise.

## **24. Complaints**

Any complaint arising out of the hiring must be made in writing to the CCT within 7 days after the expiration of the period of hire.

## **25. CCT to act by its officers.**

The CCT may act themselves or through any their staff including the Events Manager and the FOHM and references in these Conditions to any approval discretion consent or requirement of the CCT are deemed to be references to the approval discretion consent or requirement of any such member of staff and anything which the Hirer is required to produce to the CCT is to be produced to that member of staff.

## **26. Notices**

All notices demands or requests by either party to the other shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address of the Hirer specified in the Agreement in the case of a notice demand or request to the Hirer and to the CCT to the Events Manager in the case of a notice demand or request to the CCT.

## **27. General**

27.1 A deposit of up to 20% of the hiring fee may be required in advance for all bookings. The Event Manager shall decide what the amount should be before the booking is made. No booking shall be binding until the deposit has been paid.

27.2 The CCT reserve the right to refuse any booking at its absolute discretion without giving reasons.

27.3 The CCT may within its absolute discretion waive or vary any of the above Conditions in respect of any given hiring.