



**TERMS & CONDITIONS
FOR HIRE OF CIVIC HALL VENUES**

SECTION A – INTRODUCTION

1. Definitions and Interpretation

In these Standard conditions, the following expressions shall have the following meanings:

- 1.1 Venue - references to the “The Venue” includes the building, hall, rooms and ancillary areas such as foyers, cloakrooms, dressing rooms, that the Hirer is permitted to use during the period of hire.
- 1.2 The Council – ‘The Council is defined as Wakefield Council.
- 1.3 The Hirer – ‘The Hirer’ is defined as the organising body/company and organiser responsible for commissioning of the and payment for the event.
- 1.4 Terms defined in the agreement to which these Conditions are annexed ('the Agreement') have the same respective meanings in these Conditions;
- 1.5 Words importing one gender shall be construed as importing any other gender;
- 1.6 Words importing the singular shall be construed as importing the plural and vice versa;
- 1.7 References to persons include bodies corporate;
- 1.8 Any undertaking by the Hirer not to do an act or thing shall be deemed to include an obligation to use reasonable endeavours not to permit or suffer such an act or thing to be done by another person;
- 1.9 The headings do not form part of these Conditions and shall not be taken into account in their construction or interpretation;
- 1.10 Any reference to a specific statute includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to 'statute' includes any regulations or orders made under such statute or statutes

2. Agreement

- 2.1 The hirer agrees on signature and return of the booking form to the Authorised Officer to be bound by these conditions and any special conditions attached. This is a legally binding agreement and if the hirer is in any doubt as to the “Terms and Conditions” herein contained then it should seek independent legal advice.

3. Applications

- 3.1 All applications to hire are considered provisional until the booking form is sign and returned to the premises address stated by the hirer.
- 3.2 An application to hire premises is made by way of offer by the Applicant and such may be rejected by the Council
- 3.3 The Applicant must state clearly and fully the precise purpose for which he wishes to hire the premises
- 3.3.1 All applications must be held in accordance to the Council's equal opportunities statement:
<http://www.wakefield.gov.uk/CouncilAndDemocracy/Policy/EqualityAndDiversity/Policies/EqualOpps/default.htm>
- 3.4 No legally enforceable contract comes into being until the application to hire Premises has been accepted by the Council in writing. Therefore the Applicant is advised not to make any advertisement regarding any function it proposes to hold on the Premises until the Applicant has received written acceptance from the Council
- 3.5 Applicants must be eighteen years of age or over

SECTION B - FEES, REFUNDS AND CANCELLATIONS

4. Deposits and Charges

- 4.1 **The Hirer will pay a deposit of £250 or the Hire Fee if the Hire Fee is less**, which must accompany the booking form. Where an application is not accepted the deposit will be returned in full.
- 4.2 The hirer is required to pay the remaining fee within 28 days of the event. If the booking is made 28 days prior to the event, payment is required in full.
- 4.3 All provisional bookings will **ONLY** be held for a maximum of 14 days.
- 4.4 Where there is an arrangement for payment of the Hire Fee to be made in arrears the Council may cancel any existing booking(s) forthwith if the Hirer fails to make payment on the date payment is due.
- 4.5 If numbers attending fall more than 20% below those originally booked, the right is to move your function to another room.
- 4.6 The Hire fee does not include the hire of any equipment or services in any premises unless otherwise agreed by the council.

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- 4.7 For large events such as concerts, shows, parties and weddings a returnable bond of £250 is required in cash as a damage waiver to any part of the venue and will be returned less the cost of any damage after the inspection of the hired part or parts of venue by a representative of the Council. The hirer will pay for any damage (including accidental damage) caused as an act of neglect or allows into any part of the venue when those parts are being hired by it.
- 4.8 All cheques and postal orders must be made payable to "Wakefield Council".

5. Cancellation by the Hirer

- 5.1 If the Hirer wishes to cancel the Hire in whole or in part the Hirer must give the Council written notice to that effect.
- 5.2 The deposit and fee of hire is only refundable if notice is given in writing for cancellation 12 weeks prior to the event.
- 5.3 Confirmed bookings, which are postponed 12 weeks prior to the event, will not be subject to a cancellation charge if an alternative date can be confirmed at time of postponement and within 6 months of the original date. Bookings postponed within 12 weeks of the event will be subject to the normal cancellation charge. Bookings can only be postponed once.

6. Cancellation by the Council with refund

- 6.1 The Council may cancel the Hiring if the Venue is required for any purpose in connection with a Parliamentary or Local Government Election or any other Local Government activity or any national/local emergency or if the Venue is rendered unusable by any such event to cause a temporary closing of the Venue. If the Hiring is cancelled for any such reason as mentioned in this clause the Council will give to the Hirer the maximum practicable notice and refund the Hire Fee but will not otherwise be liable to the Hirer.
- 6.2 The Council reserves the right to change the Venue to an alternate Council Venue with comparable function and facilities as previously outlined by this Agreement subject to such a venue being available. In such instances the Council will give to the Hirer the maximum practicable notice. The Councils Liability to the hirer shall be no greater than the amount paid by the hirer to the Council in respect of the booking.

7. Cancellation by the Council without refund

- 7.1 The Council may cancel the Agreement in whole or in part at any time without payment of compensation or refund if:- the booking form or any supporting documents contain an omission, or false or misleading statement as to the intended purpose/use of the Venue
- 7.2 It should be found that the Hire is likely to be of an objectionable or undesirable nature or if the Hire of Premises relates to any purpose that the Council has not approved.
- 7.3 Payments due are delayed or not made prior to the Event.
- 7.4 The Hirer is subject to any insolvency proceedings or makes arrangements with its creditors.
- 7.5 The Event may in the opinion of the Council prejudice the reputation of the Council or the Council has reasonable belief that the Hirer may breach any of these Standard Conditions (refer to section 3. Applications);
- 7.6 The Council reserves the right to cancel an Event if all the required information is not communicated
- 7.7 In the event of this Agreement being cancelled, the Council shall not be held liable to the Hirer for any damages or loss sustained as a result of or in any way arising out of the cancellation other than for the return of such part of the Hire Fee as shall have been paid by the Hirer.
- 7.8 The council has a reserved right to refuse or cancel any booking if it believes that the venue is to be used for promoting or inciting religious, sexist or racist violence that may seek to cause exacerbate or exploit tensions or misunderstandings within the local community

8. Insurance

- 8.1 The Hirer shall take out all adequate insurances other than public liability insurance as are reasonably required to cover all potential claims against it arising out of the hire and on demand shall produce satisfactory evidence of its insurance cover in writing. Failure to produce requested evidence of cover at a level deemed, at the sole discretion of the Council, to be satisfactory, within reasonable time shall entitle the Council to repudiate this Agreement without liability to the Hirer. The Council shall, at the request of hirer, confirm whether it considers in insurance to be adequate within reasonable time of the request being made.

(The venue is insured against any claims arising out of the Council's own negligence)

Public Liability Insurance

- 8.2 At the absolute discretion of the Council the Hirer shall for the duration of the Hire period obtain and/or maintain a comprehensive policy of £10 million pound public liability Insurance effected with a reputable insurance company and shall be covered for non-negligent damage to a level that is reasonably required to cover all potential claims against it arising out of the hire for such damage (the Council shall, at the request of the Hirer, confirm whether it considers the insurance to be adequate within a reasonable time of the request being made). The Hirer shall produce evidence of such policy on demand to the Council and in any event not later than 28 days prior to the commencement of the Hire period. Failure to produce such evidence of cover shall entitle the Council to repudiate this Agreement without liability to the Hirer.

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- 8.2 The Hirer will be responsible for any additional fire insurance premiums required by the Council's Insurers because of special reasons created by the purpose of Hire or intended purpose of Hire. The additional insurance fees will be notified to the Hirer prior to commencement of the event if reasonably practicable.

Council Insurance

- 8.3 The Council maintains insurance for itself against, in certain circumstances, the cost of repairing or replacing any part of the Premises or property belonging to the Council that has been damaged, destroyed, or stolen. The Hirer shall co-operate with the Council and shall in particular provide such information as the Council may require to maintain its insurance and to deal with any claim that may arise from any event causing damage to the Council's property connected with the Hire.

SECTION C - USE OF THE VENUE AND SAFETY OF PERSONNEL USING THE VENUE

9. Maximum Numbers

- 9.1 The Venue population limit set by the Council shall not be exceeded **in any circumstances**. If these figures are exceeded the Council has, at its discretion, the right to refuse admission of excess numbers or to terminate this Agreement forthwith without incurring liability to the Hirer. In such instances the Council shall not refund the Hire Fee

10. Stewards

- 10.1 Where appropriate the Council Venue at its discretion will provide such number of competent stewards, attendants and security as are in the opinion of the Council necessary to secure safety of the persons and use of the Venue. This is applied on an individual risk assessment basis but is standard for large events and events where alcohol is consumed.
- 10.2 The Hirer is responsible for the cost of such stewards/attendants/security required and will be informed as to the number of stewards/attendants and security required upon entering this Agreement. Refer to the pricing list
- 10.3 The Hirer shall comply with instructions given by Council Stewards and the Hirer shall use its reasonable endeavours to assist such Council stewards in their duties.
- 10.4 Refer to Appendix A for Stewards roles & responsibilities

11. Information regarding Emergency Exits and Supervision

- 11.1 The Hirer shall use its reasonable endeavours to ensure that all people at the venue with the Hirers implicit or explicit consent are familiar with fire evacuation procedures, the location of all emergency exits and fire fighting equipment and during the hire period all emergency and security procedures relevant to the venue are complied with.
- 11.2 The Hire shall ensure that no obstructions are placed or allowed to remain in any corridor giving access to the venue
- 11.3 The Hirer ensures that all fire exits and gangways must remain clear and unobstructed at all times during the period of Hire.
- 11.4 All fire exits must be kept open and unobstructed.
- 11.5 The hirer shall ensure that all doors giving egress from the venue are left unfastened and unobstructed and immediately available for exit.
- 11.6 The Hirer shall ensure there is sufficient supervision of personnel using the Venue throughout the period of Hire to include:-
- 11.6.1 The orderly and safe admission of departure of persons to and from the Venue.
 - 11.6.2 The orderly and safe vacation of the Venue in case of emergency.
 - 11.6.3 The effective control/supervision of children ensuring that only fit and proper persons have access to children.
 - 11.6.4 The preservation of good order and decency in the Venue.
- 11.7 The Authorised Officer may require the presence of Security or Police officers or other persons as he/she may consider necessary to keep order at the Venue.
- 11.8 Duly authorised members or officers or employees of the Council may enter the Venue at any time.
- 11.9 In any event the Hirer shall comply with instructions given by Council Stewards, if any, and the Hirer shall use its reasonable endeavours to assist such Council Stewards in their duties.

*(if they are to be provided the provision of Steward services will be noted in the booking confirmation issued by the Council and an account of what such services entail is appended to this Agreement)

12. Animals

- 12.1 The Hirer shall ensure that no animals (or birds) except guide dogs, are brought into the Venue, other than for special event agreed by the Council. No animals whatsoever may enter the kitchen at any time.

13. Smoking

- 13.1 The Council venues are no smoking buildings and the hirer shall procure that there is no smoking at the event.

14. Alcohol

- 14.1 The only alcohol to be consumed in any part of the Venue is that supplied by the Council.

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15. Use of Venue

- 15.1 No part of the Venue is to be used for any purpose other than the purpose of the Hiring.
- 15.2 No part of the Venue is to be used for any unlawful purpose or in any unlawful way.

16. Catering & Bar

- 16.1 No food, beverages or drinks (alcoholic or non-alcoholic) shall be sold, served, supplied or otherwise disposed of to any person within the venue by or on behalf of or with the permission of the Hirer; without written agreement from the council
- 16.2 The catering and bar facilities in the venue shall be open to the public at such times as the Council shall decide including during the Hire Period.
- 16.3 If the Hirer requires an extension of the permitted supply of alcohol hours, the Council will endeavour to obtain such extension at the expense of The Hirer provided the Hirer's request for an extension is made before the Hiring Agreement is entered into.
- 16.1 Under no circumstances is the hirer to use the Kitchen facilities without the prior written agreement of the Council
- 16.2 Catering services provided by the Council will be purchased and cooked in line with special requirements, to ensure the provision of an inclusive service. Where this cannot be provided the use of external caterers is permitted.
- 16.3 Where catering services are provided independent to the Council the Council will not be held liable for the quality of food and service provided by the caterer. The Hirer must ensure that external caterers are used in line with the terms & condition of hire, with access permitted on the day of the event in line with the application for hire.
- 16.4 The kitchen does not form part of the premises for hiring purposes. Hirers wishing to use the kitchen must inform the Halls Officer at booking stage. All hirers who wish to use the kitchen to produce meals must arrange through the catering manager for a member of his catering staff to be present throughout the hiring, and the hirer will be liable to meet the cost involved. This attendance is necessary in order to meet the obligations under the Health and Safety at Work etc Act 1974. Supervision is not required when the kitchen is being used solely for the making of beverages and/or the heating up of food. Any hirer must:
- 16.4.1 Comply with all relevant legislation and, in particular, the Food Safety Act 1990 and Food Hygiene Regulations 1970 as amended in 1990 and 1991.
 - 16.4.2 Ensure that the premises and equipment are left "as found" and that the catering contractor's stocks of food and cleaning materials are not used.
 - 16.4.3 Not use refrigeration equipment.
 - 16.4.4 Not use light kitchen equipment except with the specific permission and agreement of the catering Manager to whom the equipment is on loan for the period of the catering contract.
 - 16.4.5 Be responsible for breakages, losses, damage, etc.
 - 16.4.6 Remove from the premises all rubbish and food waste

- 16.5 Where catering services are provided independent to the Council, the cost and disposal of refuse is the responsibility of the Hirer. The Hirer will be liable for additional cleaning charges if the venue is not restored to its original condition after the event. Under no circumstances shall the Council be required to make good or accept responsibility or liability for any loss, theft or damage to equipment used by external

17. Electrical Equipment

- 17.1 The Hirer shall not alter, move or interfere with any lighting, heating, power or other electrical fittings or appliances; or install or use any additional lighting, heating, power or other electrical fittings or appliances in the Premises.
- 17.2 The Hirer shall ensure any suppliers/contractors involved with their event provide the relevant Health & Safety documentation to the Council. Any suppliers using electrical equipment must provide PAT testing certificates and a copy of their Public Liability Insurance. Risk assessments and method statements must be provided if required.
- 17.3 The Hirer shall ensure that no stage lighting equipment is operated by any other person other than a properly qualified electrician approved by the Council.
- 17.4 The Council may refuse to allow any article or appliance to be brought into the Venue which it considers dangerous or offensive.

18. Facilities/Seating Plans/Room Layout

- 18.1 Use of the Venue includes use of the foyer, cloakrooms, dressing rooms and any facilities associated with it.
- 18.2 The Hirer must inform the Council of any seating plan or table plan required together with any "event management information" 28 days before the period of Hire commences (unless a shorter period is otherwise agreed).

19. Damage and Decorations

- 19.1 The Hirer shall leave the Venue and all things therein as clean, tidy and in as good order as they were at the commencement of the Hire Period. A charge may be made for additional cleaning if considered necessary by the Council.

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- 19.2 The Hirer shall not cause or permit any person to drive any nails, screws or other fixings into the walls or floors or into any furniture or fittings or do or permit to be done anything likely to cause damage to the Venue or any Premises or any chattels or fittings therein.
- 19.3 No notice advertisement decoration or drapery to be affixed to any part of the Venue or to any furniture or fittings therein by adhesive tape or any other adhesive substance unless prior written permission has been received from the Council.
- 19.4 All exhibition stands used at the venue should be temporary and removable.
- 19.5 The Hirer shall pay to the Council on demand the cost of repairing any part of the Premises or other property whatsoever belonging to the Council in or upon the Premises that has been damaged (however slightly), destroyed, stolen or otherwise removed during the Hire Period by any person at the Venue with the express or implied authority of the Hirer or any of its representatives.
- 19.6 No decorations, which includes without limitation, flags, emblems, candles, confetti or fume released devices may be introduced to any part of the Venue without prior consent from the Council by written consent. Where such consent is given it will be conditional on the use of non inflammable material or material treated with approved fire proofing substances.
- 19.7 Notwithstanding the Council may have given its consent required by Clauses 19.3 and 19.6, the Council reserves the right to remove any poster, emblem or decoration outside the Venue that are in the opinion of the Council unsuitable (also refer to guidance in section 3. Application).
- 19.8 Removal of any piano from the stage of the Venue must be with prior written consent of the Council. The piano must be removed by professional piano removers and returned to the stage by the same.
- 19.9 The use of pyrotechnics and smoke machines are not permitted at any of our venues without the written agreement of the council
- 20. Loss Damage or Injury**
- 20.1 The Hirer shall indemnify the Council, its officers, its contractors, and agents from and against all claims, demands, actions, expenses, damages, penalties or proceedings arising out of or in any way connected with the Hire in respect of any infringement of any Intellectual Property Right or any act of defamation during the Hire Period caused or permitted by the Hirer.
- 20.2 The Council shall not be liable for the death or injury to any persons attending the event or any losses, claims, demands, actions, proceedings, damages, costs or expenses or any other liability incurred by the Hirer in the exercise of the rights granted by these conditions except where such death, injury or is due to the negligence of the Council.
- 20.3 Under no circumstances shall the Council be required to make good or accept responsibility or liability for any loss, theft or damage howsoever or by whomsoever caused of or to any Property in or upon the Premises or deposited with any officer or servant of the Council.
- 20.4 The Council will not be liable for any loss occasioned to the Hirer as a result of the breakdown of equipment, a failure to supply electricity or gas, a leakage or penetration of water, a fire or explosion, fire hoax, terrorism or terroristic hoax, a government restriction, misuse of fire equipment or force majeure which may cause:
- 20.3.1 The Venue to be temporarily closed, or
 - 20.3.2 The Hire Period to be interrupted, curtailed or cancelled, or
 - 20.3.3 The Hire being affected adversely.
- 20.4 It is the responsibility of the Hirer to select a part of the Premises that the Council is willing to Hire that is suitable to its purposes for hiring. The Council gives no warranty that the Venue is legally or physically fit for any specific purpose and shall not be liable to the Hirer in that regard. That is notwithstanding that the Council may have transferred the Venue from that booked to another that is fundamentally comparable.
- 21. Co-operation with Council Employees**
- 21.1 Right of Entry - The Council reserves the right for duly authorised members or officers or employees of the Council to enter the Venue at any time for any authorised purpose.
- 21.2 The Hirer must comply with instructions given by Council's staff and the Hirer must use its reasonable endeavours to assist such staff in their duties.
- 21.3 The Hirer is responsible for the maintenance of good order at all times during the period of hire. The Council may instruct the Hirer to move or cause to be removed any undesirable persons from the Venue (refer to 21.5 below).
- 21.4 The Council may act through any authorised officer and references in these Conditions to any approval, discretion, consent or requirement of the Council are deemed to be references to the approval discretion, consent or requirement of any such officer and anything which the Hirer is required to produce to the Council is to be produced to such officer
- 21.5 The Council reserves the right to eject anyone from the Venue for any of the following reasons (this is not an exhaustive list):
- 21.5.1 Persistent or willful failure to comply with Health & Safety legislation
 - 21.5.2 Consumption or supply of alcohol not purchased on the premises
 - 21.5.3 Consumption or supply of non-prescription drugs at any time
 - 21.5.4 Excessive consumption of alcohol during an event
 - 21.5.5 Consumption of alcohol at any time during an event set-up or de-rig

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21.5.6 Confrontation with any member of the Council's staff

21.5.7 Fighting, or threatening/abusive behaviour

22. End of Period of Hiring

22.1 At the expiration of the Period of the Hiring the Hirer is to leave the Venue in a clean and orderly state free of litter, and in particular (but without prejudice to the generality of the above):-

22.1.1 The Hirer is to remove all equipment previously brought in by or on behalf of the Hirer.

22.1.2 The Hirer is to ensure that all tables supplied by the Council and erected by the Hirer are duly folded and all chairs duly stacked.

SECTION D - COMPLIANCE WITH LAWS AND REGULATIONS

23. Statutory Requirements

23.1 The Hirer must not do or permit any act matter or thing which would or might constitute a breach of any statutory requirement effecting the Venue or which would or might vitiate in whole or in part any insurance effected in respect of the Venue.

23.2 The Hirer must comply with all conditions and regulations made in respect of the Venue by the Fire Authority and a copy of these will be supplied to the Hirer on request.

24. Public Entertainments Licence

24.1 The Hirer must comply with all conditions and stipulations of the Council's public entertainments licence for the Venue (so far as the same may be relevant to the function) and a copy of these will be supplied to the Hirer on request.

25. Stage Play Licence

19.1 The Hirer must comply with all the conditions and stipulations of the Council's stage play licence for the Venue (so far as the same may be relevant to the function) and a copy of these will be supplied to the Hirer on request.

26. Copyright Works

26.1 In the use of the Venue the Hirer is not to infringe any copyright or allow any copyright to be infringed.

26.2 If the use of the Venue will involve the performance of any musical or dramatic works 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 the Hiring 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.

26.3 The Hirer must supply to the Council for approval (if so required) a copy of the programme of any entertainment to be given at the function not less than 7 days before the period of the Hiring and must provide such evidence as the Council may reasonably require of compliance with this Condition.

27. Broadcasting and Filming

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

28. Film Exhibition

28.1 The Hirer is not to use any part of the Venue for the purposes of a film exhibition or permit any part of the Venue to be used for those purposes [without the prior consent of the Council.

29. Theatre Licences

29.1 Theatrical performances must have an occasional Stage Play Licence. These can be obtained from the Licensing Service, Estate Buildings, Railway Street, Huddersfield, HD1 1JU, Tel. 01484 223471.

30. Performing Rights

30.1 The Council has a Licence from the Performing Rights Society Limited which authorises live public performances of the music of its members. The Hirer shall not cause the Council to be in breach of the licence. In particular, but without limitation:

30.2 As a condition of the Licence, the Council is under an obligation to supply to the Performing Right Society Limited details of live music played on every occasion when the Venue is let. The Hirer shall supply details of any music to be performed live at the Venue to the Authorised Officer. Any variance to that programme shall be notified to the Authorised Officer forthwith.

30.3 As a condition of the Licence, the Council is under an obligation to supply to the Performing Right Society Limited details of the box office receipts (net of VAT) in respect of any live music. The Hirer shall supply comprehensive admission fee receipt information to the Authorised Officer.

30.4 The Council's Licence from the Performing Right Society Limited does not authorise the interpolation of music with copyright into plays or compilation shows unless the following steps have been taken:

30.5 The Performing Right Society Limited has received full details of the work(s) to be performed, the manner and duration of the performance, the name of the production in which they are to be performed and the date of the proposed performance, and The Performing Right Society Limited has thereafter given notice that it is empowered to licence the performance.

30.6 Any Hirer of Premises wishing to make use of interpolated music shall obtain authorisation for that directly from Performing Right Society Limited.

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- 30.7 Where the Hire involves playing recorded music, the Hirer shall obtain a licence from Phonographic Performance Limited, 1 Upper James Street, London, W1F 9DE, Tel. 020 7534 1000, and shall produce satisfactory evidence of such licence to the Authorised Officer at least 24 hours before the commencement of the Hire Period.
- 31. Licence**
- The Hirer has permission only to use the Venue for the Hire Period and no tenancy or other right of occupation is given to the Hirer in respect of any Premises.
- 32. Gambling**
- 32.1 No sweepstake raffle tombola or other form of lottery is to be permitted to take place in the Venue except a lottery:-
- 23.1.2 which is lawful under the Lotteries and Amusements Act 1976 (as amended),
- 23.1.3 for which the prior consent of the Council has been obtained, and
- 23.1.4 which is conducted strictly in accordance with the relevant statutory provisions.
- 33. Engagement of Children**
- 33.1 The provisions of the Children and Young Persons Act 1969 and the Children Performance Regulations or any modifications thereto in respect of the engagement of children must be strictly observed.
- 33.2 The Hirer ensures that the day-care for any children under 8 years of age complies with The Children Act 1989.
- 33.3 Where a booking involves children or vulnerable adults the Hirer shall provide the Council on request with details of its procedures for ensuring safeguarding, including if required by the Council its Child Protection Policy.
- 34. Liquor Licence (Venue Licence)**
- 34.1 The Hirer will strictly observe the conditions of any licence granted by the licensing justices in respect of the sale or supply of alcohol.
- 34.2 The Hirer must comply with all the conditions and the stipulations of the Council's Premises Licence for the Venue and a copy of these will be supplied to the Hirer on request.
- 35. Fly Posting**
- 35.1 The Hirer will not fly post in or around the Venue and note that it is illegal under Section 224 of the Town and Country Planning Act 1990 and Regulation 27 of Advertisement Regulations 1992 to fly post and it is an offence punishable by a fine.
- 36. Markets**
- 36.1 The Council has sole market rights for the whole of the Wakefield MDC area. If the purpose of the hire is to hold a market the Council will waive the said rights for the day if the relevant market fee is paid to the Council.
- 37. Merchandising**
- No merchandising should take place without the written permission of the Council.
- 37 Health & Safety Documentation**
- 37.1 The hirer shall provide the Council with evidence of Health and Safety documentation associated with the event. Risk assessments, Method Statements, Insurance and Health and Safety Policies. Failure to produce such evidence shall entitle the Council to repudiate this Agreement without liability to the Hirer.
- 37.2 The Hirer at their own cost will comply with all Health & Safety requirements of in clause 35.1
- 37.3 The Hirer shall observe all applicable Laws, Licences and Regulations relating to the use of the venue.
- 37.4 The Hirer shall report any accidents or damage occurring at the Venue immediately.
- 37.5 Appendix B outlines all Health & Safety requirements for the use of Council Venues
- 38. Stage Performances and Productions**
- Wakefield Council has issued a Technical rider "**Wakefield Council Venues Contract Terms – Technical and Health and Safety guidance for stage performances and productions**" for those wishing to use Stages and auditoriums within Wakefield Council Venues. These rules form part of the contract between the Venue and the hirer. It is the Hirers responsibility to inform all relevant members of its organisation/society, including any sub-contractors and helpers, of these rules, which will be issued at booking stage of the contract.
- 39. Third Party Rights**
- 39.1 No third party Venue have any rights under the Contracts (Rights of Third Parties) Act 1999 in connection with this Agreement.
- 40. Freedom of Information**
- 40.1 The Hirer accepts that the Council may be required to disclose information relating to this Agreement or the Hirer to a third party in order to comply with its obligations under the Freedom of Information Act 2000.
- 41. Variation to Agreement**
- 41.1 The Council reserves the right to modify, add or change the terms of this Agreement, any rules or documents referred to in this Agreement and any Policies at any time and any such modifications, additions or changes will be effective on being notified to the Hirer.

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APPENDIX A

THE ROLES AND RESPONSIBILITIES OF STEWARDS

When procuring the Hire a venue with steward services the Hirer will pass some of its responsibilities back to the Council. This appendix to the Agreement is to explain how this works but the relationship is complex and the level of service required for a particular Hire may differ from that set out below. Therefore, the Hirer is strongly recommended to clarify this with the Authorised Officer.

Steward responsibilities are as follows:

1. To ensure that all the public exits are operating correctly and kept clear. Stewards cannot enter changing rooms or other rooms allocated for the private use of the Hirer and in those places all responsibilities remain with the Hirer.
2. To ensure all gangways and seating plans conform to the Health and Safety policies of the venue
3. To manage the safe evacuation of the whole of the venue in the event of an emergency. All Stewards are trained for such an eventuality.
4. To protect as far as is required by law the Health and Safety of all members of the public attending the Venue.
5. Stewards will have full knowledge of firepoints, firefighting equipment and emergency exits and shall take such steps as are reasonable in the circumstances to inform those attending the Venue in that regard.
6. To assist the Hirer in ensuring that the public use of the venue in a fit and proper manner, for example, by helping to guard against theft of, or reckless or malicious damage to property.
7. Stewards will be placed at every entrance to control entry to the event and will see the public take the correct seat.

EVENT OR DUTY MANAGER

For larger or more complex events there will be a Duty Manager (who often will also be the Event Manager) present who will:-

1. Be responsible for the disposition and actions of the Stewards. For events without a Duty Manager this role will be taken by the Lead Steward.
2. Be responsible, with the Hirer, of ensuring the rules and regulations of the Town Hall are adhered to.

Appendix B

WAKEFIELD COUNCIL, EVENTS & FUNCTIONS THIRD PARTY HEALTH & SAFETY REQUIREMENTS AND EVENT REGULATIONS

Wakefield Council holds in the highest regard the health, safety and welfare of all visitors to and users of its premises and services, including our staff. Furthermore, we wish to ensure that the premises that we provide to clients are treated with respect, and left in as good a condition after your event as when your event started, so that our future clients can enjoy them to the same level of satisfaction that you have.

These regulations are provided so that - from the outset of planning your event – you are fully briefed as to what we expect from you, your staff, your guests and your contractors.

1. HEALTH AND SAFETY REGULATIONS

Wakefield Council expects all clients to comply with all relevant Health & Safety legislation at all times during their event. This document is not intending to repeat every piece of legislation, and we appreciate that every event is unique and presents its own risk profile. Therefore, to allow us to ensure that we are satisfied with your H&S arrangements, we ask that you provide us with the following information – as a minimum – no later than 28 days before your event is due to take place:

- Health & Safety policy
- Floor plan
- Method statement
- Risk assessments
- Public liability Insurance

These documents will be reviewed by our Events & Functions Team, and the results of the review communicated to you as soon as possible. The floor plan and method statement are two key documents in the planning process, as these will dictate what you are planning to do, what equipment you will be bringing onto site to achieve it, and how you will use the equipment. Furthermore, it helps Wakefield Council to better understand your event – not just from an H&S perspective, but also operationally so that we may work better with you to make your event run smoothly. Your risk assessments should satisfactorily address the risk profile generated by the method statement and floor plan.

The reason we ask for this information so soon is so that we have chance to clear up any issues at the earliest opportunity, so that we can all then focus on delivering your event.

As stated before, we appreciate that each event is unique, however the following areas are frequently experienced, and it is useful to bring them to your attention now if you may be planning to incorporate any of them into your event:

Portable Appliance Test (“PAT”) Certification

Every piece of electrical kit (including for the avoidance of doubt any items under 12 months old) must carry a valid PAT certificate, otherwise it will not be allowed to be plugged into any of our electrical circuits.

Electrical Work

The Hirer shall ensure that electrical work is operated by any other person other than a properly qualified electrician approved by the Council.

Ladders

The Hirer may bring its own technical staff. However, The Venue reserves the right not to allow the Hirer's technical staff to use the premises equipment or facilities if the Venue deems them not competent to do so.

Lifting Equipment and Mobile Platforms

Any such item brought on site must have a valid certificate of inspection, and all users must be qualified to use it and carry their license with them at all times on the premises.

Staging & Lighting

Stage lighting and equipment must only be operated by qualified electricians approved by Wakefield Council

Fire Safety

Our site is fitted with effective fire detection and prevention equipment, and all our staff trained in its use and interpretation. Should the need for evacuation arise, our Halls Officers – with the help of their staff – will ensure that this is completed safely and efficiently. We ask that you follow their instructions at all times. In order to comply with our Fire Safety Regulations, please ensure that the following are observed at all times:

- All aisles and gangways are a minimum of 2m across
- All fire exits and escape routes and signage are kept clear at all times
- No packaging or combustible materials to be stored in the premises during your event
- No naked flames are allowed (includes candles)

STANDARD CONDITIONS OF HIRE OF PUBLIC VENUES FROM WMDC

- No smoking is allowed at all within the premises
- Flammable materials are not allowed on the premises
- Pyrotechnics are specifically prohibited

Food Safety

If your event involves giving food away to guests (this does not include food prepared by Wakefield Council), you must keep samples of all food types to satisfy food safety regulations.

Hazardous Substances

If you are bringing any substances onto site which are governed by the COSHH regulations or have the potential to cause any environmental damage or contamination, you must incorporate the safe use and/or disposal of such into your risk assessments and supply a copy of any material data sheets prior to your event.

2. EVENT REGULATIONS

Wakefield Council is proud of its venues, and kindly asks you to ensure that you leave them in the same condition as they were handed to you to ensure that future clients can continue to enjoy the same level of comfort. Please adhere to the following requirements at all times (this is not an exhaustive list):

Public and products liability insurance

You must supply us with a valid certificate of public and products insurance no less than 28 days before your event. Please note that should damage be incurred by any of your clients or contractors, you will still be held liable, so it is your responsibility to ensure that they provide you with evidence of commensurate cover before you engage their services. If you do not carry this cover, please speak to an insurance broker as they can easily (and usually at low cost) supply you with temporary cover.

Waste removal

As stated in the H&S regulations previously, you must adhere to good housekeeping to ensure that aisles are clear of debris and combustible materials are not stored on the premises. Wakefield Council can remove reasonable amounts of waste.

Delivery and collection of goods for your event

All deliveries for your event must be marked for the attention of the "Halls Officer" and clearly display the name of your event. Deliveries can only be made once you have taken occupation of the premises, and all collections must be made before you vacate.

Floor protection

If you are working with or presenting food, liquids or oils, the floor of the premises must be suitably protected by you at all times during your event.

If you are moving any objects which are heavy, have any protrusions or point loads or are capable of marking the floor, it is your responsibility to ensure that the floor is protected from damage or soiling. Failure to do so will result in a charge being made to remedy any such damage.

Halls Officer/ Duty Manager

It is our Halls Officers / Duty Managers responsibility to ensure that your event runs smoothly, but at the same time ensure that H&S and Event Regulations are adhered to. The Halls Officer / Duty Manager will be familiar with your event based on the information you supply – it is therefore essential that this information is as complete and timely as possible.

Should you have any issues that need to be dealt with on the day of your event then your point of contact will be the Halls Officer on duty, but please be aware that any Halls Officers / Duty Manager instruction or decision is absolute and final and must be adhered to at all times.

General Behaviour

The safety of our staff, clients, premises and anyone who uses or is impacted by our premises is paramount. We also wish that those people who use our premises also respect the needs and rights of others. Wakefield MDC Council, Halls Officers / Duty Manager reserve the right to eject anyone from the premises for any of the following reasons (this is not an exhaustive list):

- Persistent or willful failure to comply with H&S legislation
- Consumption or supply of non-prescription drugs at any time
- Excessive consumption of alcohol during an event
- Consumption of alcohol at any time during an event set-up or de-rig
- Confrontation with any member of the Halls Team
- Fighting, or threatening/abusive behaviour