



Terms and Conditions of Venue Hire

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 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 to 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 Council 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 signed and returned to the address stated on the booking form.
- 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
- 3.4 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 Hire 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 Provisional bookings will ONLY be held for 14 days without a deposit, after this time the date will be released. The booking form and these terms and conditions will be sent to you and must to be returned to Wakefield Council within the 14 day period. Before receiving these signed terms, the venue may consider alternative bookings for the same facilities but will give the client who has made the provisional booking first option to confirm their booking.
- 4.4 All bookings are considered provisional until the hirer has signed and returned the booking form along with the required deposit. All bookings are subject to these terms and conditions and once the booking form is signed, and minimum numbers agreed, this will then constitute a legally binding agreement between the Council and the hirer.
- 4.5 The Hirer shall be responsible for the payment of all fees and royalties, which may be due in, respect of the event to the Performing Rights Society, Phonographic Performance Ltd, the Copyright Licensing Agency Ltd the Education Recording Ltd or any other relevant person, film or organisation.
- 4.6 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.
- 4.7 The venue may relocate the event/function to a more appropriate room if a change in attendance numbers occurs.
- 4.8 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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- 4.9 The hirer will pay for any damage (including accidental damage) caused as an act of neglect or malicious intent.
- 4.10 All prices are inclusive of VAT at the current rate and are subject to the rate in operation at the time of the event/function.
- 4.11 For civil marriages to take place within the venue the hirer must arrange for Registrars to be present for the Ceremony, for which there is a separate fee which is not included in the relevant room hire charge. Without the Registrar presence, there can be no marriage and any arrangements made with Wakefield Council depend on their availability.

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.
- 5.4 All cancellation & postponements with 28 days of the event will be charged 50% of the event value in addition to the deposit paid.
- 5.5 All cancellation & postponements within 7 days of the event will be charged the full event value in addition to the deposit paid.
- 5.6 All catering requirements **MUST** be cancelled 7 working days prior to the event. If they are not cancelled within this time frame the client will be charged the full amount.

6. Cancellation by the Council with refund

- 6.1 The Council may cancel the Hiring of 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.
- 6.3 Wakefield Council, or any part of the venue, is closed due to circumstances beyond our control. Failure to supply the venue with gas, electricity or water. Fire, lightning, aircraft, riot or civil commotion, malicious damage, storm, tempest, flood, burst pipes, earthquake or impact resulting in the venue being unable to supply booked facilities.

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 The hirer is in more than 28 day arrears with payment to the venue.
- 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 refuse or cancel any booking.
- 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 the 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)

8.2 Public Liability Insurance

- 8.3 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 £5 million public liability Insurance effected with a reputable insurance company and shall be covered for non-negligent damage to a level

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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.

- 8.4 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.

9. Council Insurance

- 9.1 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

10. Maximum Numbers

- 10.1 The Venue capacity 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.
- 10.2 Open door events, public meetings or ticketed events where the number of attendees is unknown will be risk assessed by the Venue Manager and additional staffing charges may apply.
- 10.3 If the capacity, nature or content of the event changes immediately before or during the event to what has been agreed at booking confirmation additional risks will be assessed and additional charges will be the responsibility of the hirer not the Council.

11. Disabled Visitors

- 11.1 It is the hirer's responsibility to inform the Venue of any disabled people attending their event to ensure a personal evacuation plan is carried out.
- 11.2 There is limited capacity for wheelchair users within the venues. Whether attending a seated or standing event. The following capacity levels have been set for the safe evacuation of those who are solely wheelchair bond.
- 11.2.1 Castleford Civic Centre – 3 Wheelchair users
 - 11.2.2 Ossett Town Hall – 4 Wheelchair users
 - 11.2.3 Pontefract Town Hall - 2 Wheelchair users
 - 11.2.4 Elizabethan Gallery – 2 Wheelchair users

- 11.3 Guide dogs are permitted into the venues; however, the Council recommends that they are not brought to concerts where high sound levels may upset them.

12. Stewards

- 12.1 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 over 100 attendees and events where alcohol is consumed. The Hirer is responsible for the cost of such stewards/attendants/security.
- 12.2 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
- 12.3 Refer to Appendix A for Stewards Roles and Responsibilities

13. Information Regarding Emergency Exits and Supervision

- 13.1 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 the evacuation procedures, the location of all emergency exits and firefighting equipment and during the hire period all emergency and security procedures relevant to the venue are complied with.
- 13.2 The hirer shall ensure that no obstructions are placed or allowed to remain in any corridor giving access to the venue
- 13.3 The hirer ensures that all fire exits and gangways must remain clear and unobstructed at all times during the period of Hire
- 13.4 All fire exits must be kept clear and unobstructed
- 13.5 The hirer shall ensure that all doors giving egress from the venue are left unfastened and unobstructed and immediately available for exit.
- 13.6 Duly authorised members or officers or employees of the Council may enter the venue at any time.

14. Animals

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- 14.1 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.
- 15. Smoking**
- 15.1 Wakefield Council operates a smoke-free policy throughout the all of its venues which includes the use of e-cigarettes.
- 16. Alcohol**
- 16.1 No wine, beers or spirits may be brought into the venue or its grounds by the hirer, guests or representatives for consumption or sale on the premises without the express prior consent of the venue and for which a charge will be made by the venue. This is at the venue's discretion.
- 17. Noise Levels**
- 17.1 The hirer must ensure that noise levels are kept to a reasonable level
- 17.2 Music/sound system and entertainment devices should not exceed 96 DB, and the hirer is required to advise the audience of the risk to their hearing in advance on tickets, advertising or notices at entry points.
- 17.3 The venue management will assess noise levels throughout the event and the hirer will be required to comply with instructions
- 18. Use of Venue**
- 18.1 No part of the Venue is to be used for any purpose other than the purpose of the Hiring.
- 18.2 No part of the Venue is to be used for any unlawful purpose or in any unlawful way.
- 18.3 Prior consent of the venue must be sought for any entertainment or service contracted for the event by the hirer. The venue reserves the right to judge acceptable levels of noise or behaviour of the hirers, guests or representatives and the hirer must take all necessary steps to correct. In the event of failure to comply with management requests the venue reserves the right to terminate the contract and stop the event.
- 18.4 The Hirer shall not set up any display within the Venue's premises (including grounds) without the consent of the Venue. All display material must confirm with statutory codes and fire regulations.
- 18.5 The venue may in its absolute discretion refuse access to any contractor in appropriate circumstances.
- 18.6 Hazardous or dangerous items may not be brought into the venue without prior permission. Wakefield Council reserves the right to approve any externally arranged entertainment, services or activities that you have arranged.
- 18.7 It is the responsibility of the third party to provide all risk assessments and insurance for all activities conducted on site, all must be provided on request to the venue.
- 18.8 The hirer, if employing the services of an outside contractor, entertainment, will indemnify the Council against any loss of or damage to property or death or illness or injury to any persons and against all claims, demands, and proceedings arising as a result.
- 18.9 The use of pyrotechnics and smoke machines are not permitted at any of our venues without written agreement of the Council.
- 18.10 Fireworks are **NOT PERMITTED** at any of our venues; the Council will cease all events in breach of this clause.
- 19. Etiquette & Punctuality**
- 19.1 The event must start and finish at the times specified on the booking form. Changes to these times may not be possible unless previously agreed with the venue
- 19.2 The hirer agrees to begin and end its event at the scheduled times as stated on the booking form and accepted by the venue. The Venue reserves the right to charge and the hirer agrees to reimburse the Venue for any additional expenses incurred by the venue due to the hirer using the function space outside the scheduled time.
- 19.3 The venue cannot be held responsible for the quality of food or refreshments if not served at the scheduled time due to late arrival.
- 19.4 Wakefield Council reserves the right to charge for any additional services requested during the event if you do not adhere to agreed timings
- 19.5 The hirer shall procure that any of its guests of its event shall not act in an improper or disorderly way, leave promptly at the appropriate time and comply with reasonable requests by the venue employees.
- 20. Catering & Bar**
- 20.1 No food, beverages or drinks (alcoholic or non-alcoholic) shall be sold, served, supplied or otherwise disposed to any person within the venue by or on the behalf of or with the permission of the Hirer; without written agreement from the Council.
- 20.2 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.
- 20.3 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 Hirers request for an extension is made before the Hiring Agreement is entered into.

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- 20.4 Under no circumstances is the Hirer to use the kitchen facilities without the prior written agreement of the Council. Kitchen facilities are for food preparation only, no cooking is permitted.
- 20.5 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.
- 20.6 Where catering services are provided independent of 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 caterers are used in line with the terms and conditions of hire, with access permitted on the day of the event in line with the application for hire.
- 20.7 The kitchen does not form part of the premises for hiring purposes. Hirers wishing to use the kitchen must inform the venue at booking stage.
- 20.8 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 caterers.

21. Electrical Equipment

- 21.1 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 without prior consent of the Council.
- 21.2 The Hirer shall ensure any suppliers/contractors involved with their event provide the relevant Health and 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.
- 21.3 The Hirer shall ensure that no state lighting equipment is operated by any other person other than a properly qualified electrician approved by the Council.
- 21.4 The Council may refuse to allow any article or appliance to be brought into the Venue which it considers dangerous or offensive.

22. Damage and Decorations

- 22.1 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. The Council do not permit to be done anything likely to cause damage to the Venue or any Premises or any chattels or fittings therein.
- 22.2 Due to local government and fire regulations the venue must be informed of any displays being placed within the venue (including its grounds) to ensure their compliance with any such regulations. Only with express permission from the venue in writing should displays be placed or erected. All exhibition stands used at the venue should be temporary and removable.
- 22.3 No decorations, which includes without limitation, flags, emblems, candles, confetti/confetti cannons, 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 the non-flammable material or material treated with approved fire proofing substances.
- 22.4 The use of pyrotechnics and smoke machines are not permitted at any of our venues without the written agreement of the Council.

23. Loss Damage or Injury

- 23.1 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.
- 23.2 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 rights granted by these conditions except where such death, injury or is due to the negligence of the Council.
- 23.3 Under no circumstances whatsoever shall the Venue be liable for losses specific to the particular circumstances of the Hirer, indirect or consequential loss or loss of profit or wasted expenditure.
- 23.4 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.
- 23.5 The Council will not be liable for any loss occasioned to the Hirer as a result of 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:
- 23.5.1.1 The venue to be temporarily closed , or
 - 23.5.1.2 The Hire Period to be interrupted, curtailed or cancelled, or
 - 23.5.1.3 The Hire being affected adversely.

- 23.6 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.

24. Co-operation with Council Employees

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- 24.1 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.
- 24.2 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.
- 24.3 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 24.5 below)
- 24.4 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.
- 24.5 The Council reserves the right to eject anyone from the Venue for any of the following reasons (this is not an exhaustive list):
- 24.5.1 Persistent or wilful failure to comply with Health and Safety Legislation
 - 24.5.2 Consumption or supply of alcohol not purchased on the premise
 - 24.5.3 Consumption or supply of non-prescription drugs at any time
 - 24.5.4 Excessive consumption of alcohol during an event
 - 24.5.5 Consumption of alcohol at any time during an even set-up or de-rig
 - 24.5.6 Confrontation of any member of the Council's staff
 - 24.5.7 Fighting, or threatening/abusive behaviour

25. Public Entertainments Licence

- 25.1 The hirer must comply with all conditions and stipulations of the Council's public entertainment 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 of Works

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

27. Broadcasting & 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. Performing Rights

- 28.1 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.
- 28.2 As a condition of the Licence, the Council is under obligation to supply to the Performing Rights 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.

29. Gambling

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

- 29.1.1 Which is lawful under the Lotteries and Amusements Act 1976 (as amended),
- 29.1.2 For which the prior consent of the Council has been obtained, and
- 29.1.3 Which is conducted strictly in accordance with the relevant statutory provisions.

30. Engagement of Children

- 30.1 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.
- 30.2 The Hirer ensures that the day-care for any children under 8 years of age complies with The Children Act 1989.
- 30.3 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.

31. Liquor Licence (Venue Licence)

- 31.1 The Hirer will strictly observe the conditions of any licence granted by the licensing justices in respect of the sale or supply of alcohol.
- 31.2 The Hirer must comply with all the conditions and the stipulations of the Councils Premises Licence for the Venue and a copy of these will be supplied to the Hirer on request.

32. Fly Posting

- 32.1 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.

33. Health & Safety Documentation

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33.1 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 retract this Agreement without liability to the Hirer.

33.2 The Hirer at their own cost will comply with all Health & Safety requirements.

33.3 The Hirer shall observe all applicable Laws, Licences and Regulations relating to the use of the venue.

33.4 The Hirer shall report any accidents or damage occurring at the Venue immediately.

33.5 Appendix B outlines all Health and Safety requirements for the use of Council Venues.

34. Stage Performances and Productions

34.1 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.

35. Freedom of Information

35.1 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.

36. Variation to Agreement

36.1 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

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 fire points, 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.

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APPENDIX B

WAKEFIELD COUNCIL, EVENTS AND FUNCTIONS THIRD PARTY HEALTH AND 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.

HEALTH AND SAFETY REGULATIONS

Wakefield Council expects all clients to comply with all relevant Health and Safety legislation at all times during their event. This document is not intended 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 and Safety policy
- Method Statement
- Risk Assessments
- Public Liability Insurance
- Floor Plan

These documents will be reviewed by the Events and Functions Team, and the results of the review will be 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 that equipment. Furthermore, it helps Wakefield Council to better understand your event – not just from a 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 a 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 them into your event:

Portable Appliance Test (PAT) Certification

Every piece of electrical equipment (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.

Staging & Lighting

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

Electrical Work

The Hirer shall ensure that electrical work is not operated by any other person other than a properly qualified electrician approved by Wakefield Council.

Lifting Equipment & Mobile Platforms

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

Fire Safety

Our venues are fitted with effective fire detection and prevention equipment, and all our staff are trained in its use and interpretation. Should the need for evacuation arise, our Halls Officers – with help of their staff – will ensure that this is completed safely and efficiently. We ask that you follow their instructions at all times.

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 safety sheets prior to your event.