



THETFORD TOWN COUNCIL

THE GUILDHALL COMPLEX, THETFORD

CONDITIONS OF HIRE

1. Application Form

Applications for the hire of the Guildhall Complex (which included the Carnegie Room) are available from Thetford Town Council (King's House, Thetford, IP24 2AP, Telephone 01842 754247) and can also be downloaded from our website (www.thetfordtowncouncil.gov.uk). An applicant must be over 18 years of age (proof of age may be asked for). The person signing the application form is deemed to be the hirer.

2. Reservation and Payment of Fees

- 2.1** Fees for hiring are due and shall be paid at the time of booking except in the case of regular bookings over a long period or bookings made more than two months in advance. Bookings made more than two months in advance must be accompanied by a non-returnable deposit of one third of the hire fee. The balance of the fees due shall be paid not later than one month before the date of the hiring. All bookings are subject to a minimum two hour charge.
- 2.2** The Council reserves the right to levy a refundable deposit for all events to cover breakages, damage, excess cleaning costs, extra hours and any other costs unexpectedly incurred owing to the negligence of the hirer. The deposit levied will be between £50 and £100 and refunded within 14 days of the event taking place, either in full or less any penalty payment incurred. The deposit should be paid with the full balance of the room hire fee.
- 2.3** Provisional bookings may be made and will be held for 14 days. If a completed booking form and deposit is not received within this time, the provisional booking will be cancelled.
- 2.4** Bookings made less than 21 days in advance will only be accepted with a completed application form and full payment (subject to caretaker availability).

3. Concessions

The Council grants a limited number of concessions per month. Concessions can be granted if they meet the Council's criteria, which include charitable status, community benefit and residency. Concessions are not available to commercial users or for private parties and weddings. Hirers are able to apply for a concession on the application form provided this is submitted at least 2 months before the booking date.

4. Cancellation of Booking by Hirer

If a hirer cancels a booking, the Council will retain the hire fee.

5. Cancellation of Letting by Council

5.1 Should the Council, before the function commences, be of the opinion that it is likely to be of an objectionable or undesirable nature, it shall have the power to cancel the engagement and return any fees paid. The Council shall not be liable to pay any compensation.

5.2 The Council reserves the right, in certain circumstances to cancel any letting at any time or to transfer any letting to another room at the Guildhall Complex either of the same floor area, or of a greater floor area than the room originally hired. In the event of cancellation, any fees paid will be refunded to the hirer, but the Council shall not be liable to pay any compensation to any person in respect of the cancellation. Where a letting is transferred to another room by direction of the Council, no additional fee will be payable by the hirer.

6. Premises Licence

Under the terms of the Licensing Act 2003, the Guildhall Complex (including the Carnegie Room) has been granted a Premises Licence by Breckland Council, acting as the licensing authority. This regulates the use of the premises for certain forms of public entertainment. The Designated Premises Supervisor (DPS) is Mr Lloyd Nembhard, working under the direction of the Town Clerk.

The current licence authorises the following:

- Opening Hours: Monday to Sunday 0800 to 0230 hours
- Provision of Regulated Entertainment: Monday to Sunday until 0200 hours
- Provision of Entertainment Facilities: Monday to Sunday until 0200 hours
- Provision of late night refreshment: Monday to Sunday until 0230 hours
- Sale by retail of alcohol: Monday to Sunday until 0200 hours

However, the Council limits the period of hire to 2400 hours unless express written permission is received. Application for permission must be submitted at least two months prior to the event. Unless extended hours are granted, entertainment must terminate by 2330 hours.

7. Commercial Sales and Exhibitions

Commercial sales and exhibitions must close by 2000 hours on weekdays and 2100 hours on Saturdays.

8. Bingo

Hirers wishing to use any of the rooms for the purpose of promoting bingo as the whole or part of a hiring will need to satisfy the Council that the type of bingo proposed is not such that a licence is required under part 11 of the Gaming Act 2005.

9. Bar Facilities (i.e. for the sale of excisable liquor)

9.1 Hirers wishing to have a bar facility must use our Designated Premises Supervisor (see Condition 6 above). The Council will only permit a bar at evening functions from 1830 hours to 2400 hours. If a bar is required outside these times, express written permission must be obtained by applying to the Council at least two months prior to the event.

9.2 All intoxicating liquor consumed on the premises is to be purchased from the bar. Members of the public are not permitted to bring intoxicating liquor into the Guildhall Complex (including the Carnegie Room).

9.3 Alcohol must strictly not be supplied to persons less than 18 years of age. It is the responsibility of the DPS and the hirer that this regulation is adhered to. The DPS has authorisation from the Council to ask for proof of age.

9.4 For charitable events, bottles of wine will be supplied by the Council's bar provider to the hirer at cost plus 50% per bottle or at cost plus 65 pence per bottle, whichever is greater. The bar provider will also provide 10% of the net profit raised in connection with the provision of the services at each charitable or fund raising event to the organisers of the charitable or fund raising event.

10. Use of Carnegie Room Kitchen

If catering is required, hirers must make their own arrangements. Hire fees for the Carnegie Room includes the use of the kitchen. Please note that hirers are required to leave the kitchen as they find it.

11. 'No Smoking' Policy

Smoking is not permitted at any time in any of the public buildings managed by Thetford Town Council, including the entire Guildhall Complex (i.e. Large and Small Courts and Carnegie Room).

12. Room Sizes

CARNEGIE ROOM	LARGE COURT	SMALL COURT	CARNEGIE ROOM STAGE
APPROX 63ft x 48ft	APPROX 42ft x 20ft	APPROX 20ft x 23ft	APPROX 18ft x 30ft

The Council reserves the right to match the room hired to the capacity indicated for the event.

13. Limits on Admission

13.1 The number of persons permitted to use the licensed premises at any time shall not exceed the following limits: (Please note this includes performers, bar staff, caretaking staff, and door supervisors)

Room set up	Carnegie Room		Large Court	Small Court
	Main Hall	Balconies		
Dancing – with seating only	300	50	100	70
Dancing with seating at tables	200	100	70	60
Combining seating & dancing	200	100	70	60
Closely seated audience using both areas (with moveable seating)	350		120	70

PASSAGE TO 'EXIT' DOORS MUST BE FREE FROM OBSTRUCTION AT ALL TIMES

13.2 Hirers are requested to estimate the expected number attending their event. This allows the Council to ensure that sufficient staff are available to provide the following services: fire marshalling, caretaking, bar provision, door supervision.

14. Fire Procedures and Disabled Evacuation

- 14.1** A fire marshal will be provided by the Council for each event and are responsible for general fire safety and responding to emergency situations. Fire safety checks are carried out prior, during and after an event by the fire marshal on duty (usually the caretaker). Hirers must familiarise themselves with the fire procedures at the commencement of the hire period to ensure that they are aware of the procedures in the event of an emergency.
- 14.2** The Council will determine how many fire marshals need to be in attendance at the Guildhall Complex during any period of hire and reserves the right in certain circumstances to charge the hirer an additional sum for the provision of fire marshals.
- 14.3** Hirers must disclose on the booking form if there will be any persons attending who may require assistance to escape the building in the event of an emergency (this may include the wheelchair bound, hearing impaired, visually impaired, those with other mobility issues, and those with some form of mental incapacity).
- 14.4** Where persons as described above require some form of assistance to escape the building in the event of a fire, it is the responsibility of the hirer to ensure that appropriate levels of dedicated assistance are provided and maintained throughout the event (the recommended ratio is one to one).
- 14.5** If hirers are unable to provide adequately for the evacuation of those with disabilities, assistance can be obtained from the Council (cost to be agreed on application). If such assistance is required please contact the Council at least 4 weeks before the event.

15. Door Supervision

Where the Council considers it necessary to have door supervisors for an event, these must be SIA registered: they can be hired by arrangement with the Council's Designated Premises Supervisor. Please note that door supervisors have the right to refuse entry to anyone considered to be a risk to other users, any staff present or the premises themselves.

16. Cloakrooms

The cloakroom will be in the care and custody of hirers, who must provide their own attendants and be responsible for any loss that may occur.

17. Conduct of Patrons

- 17.1** Hirers shall be responsible for the proper conduct of persons at their event. At the close of the function, hirers shall ensure that all persons leave the premises in an orderly fashion. It is the hirer's responsibility to ensure that unauthorised or uninvited persons do not gain admittance.
- 17.2** Hirers shall be responsible for ensuring that the premises do not generate a noise level measured as an LA90 (level exceeded 90% of the time) over a 5 minute period between 7pm and 7am, which is more than 5dB above the background noise level measured at points indicated in the Licence. The background noise level shall be measured using the principles included within BS4142, 1997.
- 17.3** Advertising events on social networking sites is strictly forbidden. Advertising of this nature can make it difficult to control admission numbers and conduct, giving rise to unforeseen hazards, which can result in increased risk of injury and damage. Social networking sites are monitored by the Council and, if an event is advertised, the Council reserves the right to cancel it with immediate effect and without refund of any deposits paid.
- 17.4** Any persons banned under the Thetford Pub Watch scheme will be automatically refused entry.

18. Damage to Premises/Uncleanliness/Untidiness

- 18.1** Hirers shall not fix any item to the walls, floors, piano or any other fixtures and fittings. Should any damage occur, making good is the hirer's responsibility. The Council shall be the sole judge of any damage done and reserves the right to recover from the hirer any repair costs incurred. Should any Council property go missing during a hire event, the hirer may – depending on the circumstances – be asked to cover any replacement costs incurred by the Council. In certain circumstances, the Council may ask a hirer to provide a guarantee against loss.
- 18.2** The Premises are let to hirers in a clean and tidy condition and hirers are responsible for exercising reasonable care to ensure that no undue state of uncleanliness or untidiness exists at the end of the hire period. Large waste bins can be provided on request. If the Council incurs additional cleaning costs resulting from lack of care by the hirer, it reserves the right to pass on these costs to the hirer and to consider not accepting future bookings from that hirer.
- 18.3** Grand pianos must not be moved without the prior approval of the Council and under the supervision of a caretaker.

18.4 The caretaker and the hirer will complete a form after the event to ensure all rules and regulations have been complied with.

19. Decorations

No decorations, flags, emblems, etc can be fixed to the structure of the Guildhall Complex without the prior consent of the Council.

20. Electrical Fittings

20.1 No electrical or other fittings or appliances in the Guildhall Complex may be altered, removed, or in any way interfered with and no additional fittings or appliances may be installed in connection with any function, unless a PAT Certificate has been provided for the equipment, and the approval of the Town Council for its use obtained.

20.2 It is the responsibility of the hirer to ensure that any disco operators/bands hired for the event have carried out the necessary PAT testing on their equipment before the event. The caretaker has the right to refuse to allow any electrical equipment to be used, if upon request a PAT Certificate is not produced or there is reason to believe the equipment represents a hazard or may interfere with smoke alarms on the premises (this may include smoke or dry ice machines which must be used responsibly).

20.3 The noise limiter must not be interfered with in any way.

21. Amplification and Lighting in the Carnegie Room

If the settings of the amplification and stage and hall lighting systems of the Carnegie Room are to be altered, this must only be undertaken by a qualified person approved by the Council

22. Stage Extension

Users of the Carnegie Room may hire a stage extension when required at a charge of £80. The charge covers the cost of assembly prior to the event and disassembly after the event.

23. Cinematography Etc

No cinematographic or projecting apparatus shall be used without the previous approval of the Council.

24. Loss of Property

The Council will not under any circumstances, accept responsibility or liability in respect of any damage to or loss of, any property, articles or things whatsoever placed or left upon the premises by the hirer. Immediately after a function the hirer is responsible for seeing that all items belonging to him/her are removed. Items are not allowed to remain on the premises unless special arrangements have previously been made with the Council.

25. Right of Entry

Elected Members and other officers duly authorised by the Council shall have the right of entry at all times to all parts of the Guildhall Complex.

26. Copyright Works

26.1 The hirer shall not use the Guildhall Complex or any part thereof for the performance in public of any dramatic works or the delivery in public of any lecture, in which copyright subsists, without the consent of the owner of said copyright and shall not, in any other manner, infringe any subsisting copyright. The hirer shall indemnify the Council against any sums of money which the Council may have to pay by reason of any infringement of copyright occurring during the period of hire covered by this agreement.

26.2 The Council has taken up a licence with the Performing Rights Society to authorise the use of the Society's copyright musical repertoire at all musical entertainments, including dances held in the Guildhall Complex, and accordingly, where any such music is used, the hirer must complete and sign the Society's programme form and hand it to the caretaker on duty at the function. A charge equal to the Performing Right Society's levy will be charged for all events using pre-recorded or live music.

27. Subletting

Hirers shall not assign or sub-let any interest they may have in the hire of the hall without the prior consent in writing of the Council.

28. Indemnity

Hirers shall indemnify the Council against any technical or legal penalties or liabilities incurred during the hire period, or in respect of any loss or damage suffered or sustained by any person in consequence of any default or injury.

29. Insurance

- 29.1** Individuals hiring the Guildhall Complex for private parties, wedding receptions etc are covered for injury and damage arising out of the use of the premises under the Council's own insurance.
- 29.2** Non profit making organisations (for example clubs and societies) hiring the Guildhall Complex are covered for injury and damage arising out of the use of the premises under the Council's own insurance.
- 29.3** Commercial or business operators (including those engaged by the hirer) and those organising meetings for political parties must have their own insurance including public liability.

30. Risk Assessments

- 30.1** The Council reserves the right to require the organiser(s) of certain events to provide the Council with a copy of an event-specific risk assessment at least 48 hours before the event takes place. This must include a signed declaration by the hirer, agreeing to be bound by its terms.
- 30.2** The Council recommends that all organisations produce a risk assessment for their event, especially if it is open to members of the public. Private parties organised by individuals, where entry is restricted by invitation, are not obliged to produce a risk assessment.

31. Complaints

Any complaint with regard to the management and control of the premises must be made in writing to the Council.

32. Conditions of Hire

The Council reserves the right to make amendments to the Conditions of Hire at any time.

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