

Lewes Town Council Venue Hire Conditions

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It is a condition of booking that Hirers understand and accept the following Hire Conditions:

Booking & Deposit

Bookings are subject to approval following receipt of a completed booking and non-refundable deposit per day of hire. Provisional bookings will be held for seven days and may then be released without notice unless discussed and otherwise agreed in writing with venue staff. The Town Council reserves the right to charge a damage deposit, payable four weeks before the hire. A full refund will be given upon satisfaction that the premises have been left how it was found.

Hire Charges

The charges for the hire of the venue, and equipment if required, will be notified to the Hirers prior to the submission of a booking form as mentioned above. The Council's current policy is to review charges annually with effect from 1 April each year. Where a booking is for a date or dates after the date on which the Council's reviewed changes next come into effect, then the scale of charges determined at the review shall be those applicable to the hirer.

Licenses

The venue is licenced for live and recorded performance of copyright materials. It is a condition of hire that event organisers using the premises may be asked to submit set lists, box office figures and audience/participant numbers as required to ensure the venue complies with these licences. Any charges incurred in connection with a breach of these licences shall be borne by the hirer unless agreed in advance with the venue manager. Information and charge details are available from the Lewes Town Council offices and from the Performing Rights Society (PRS). PRS fees at the Town Hall are charged at 10% of the total hire fee.

Although the venue holds a Phonographic Performance Limited (PPL) licence, due to legislative changes all hirers who play copyright music as part of a class need to apply for their own licence directly with PPL. If you need any assistance with this the venue staff will be happy to assist. There shall be no infringement of copyright during the period of hiring and the Hirer hereby agrees to indemnify the Council in respect of any liability arising from an infringement.

Payment of Fees

For one-off events payment is due no later than four weeks prior to the event date, unless otherwise agreed in writing with the venue manager at the time of booking. Agreed exceptions to this rule will normally be fundraising, charity or community events. Regular hirers may be invoiced in arrears by agreement. Payment is due immediately upon receipt of the invoice. Payment should be made to Lewes Town Council, Town Hall, High Street, Lewes, BN7 2QS. . Please pay by BACS to Natwest Bank Sort Code 60-13-09, account name: Lewes Town Council, Account No: 04264908 quoting the invoice number in the reference field. If you do not have online banking please speak to the venue manager for alternative ways to pay. Hirers with accounts more than two months in arrears will have any further bookings suspended until the account is settled. In such circumstances future bookings may be accepted with prepayment only by agreement.

Cancellations

Deposits are non-refundable and cancellations made by the hirer with less than four weeks' notice will incur the full hiring fee.

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Purpose of Hire and Subletting

All details of the purpose of the hire shall be provided to the Town Council by the Hirers at the time of booking and this should include the maximum number of people attending. If the application for the hire is found not to be correct in all respects then the Council reserves the right to cancel the booking.

Without previous consent, in writing, of the Council, the Venue shall not be used for any other purpose, or, in any other manner, than that stated in the application and the Hirer shall not, without the previous consent in writing of the Council, underlet or part with possession of the Venue of any part thereof to any other person or organisation.

Underage Hire

Any hirer under the age of 18 or hirers catering for an underage audience will be required to provide adult chaperones for their booking. For events or rehearsals an adult guarantor will be required to secure the booking and provide supervision as deemed necessary by venue staff and agreed beforehand in writing. Supervisors must be present throughout the entire hire period and must not be engaged in any other duties which prevent them exercising general supervision. In the case of events intended for children under the age of 16 at least two stewards per 100 attendees or part thereof must be provided or at least one steward per exit, whichever is the greater. Details of these persons will be required in advance of the booked date. The hirers are responsible for satisfying themselves on all health and safety requirements and conducting their own risk assessments.

Venue Bar

We have a premises licence that covers the retail sale of alcohol at public events. If a request to run the bar is permitted by the venue manager, public events must provide a bar manager who will take responsibility for the running of the bar throughout the entire hire period. A detailed price list including the measurements of drink served must be displayed and we operate a "challenge 25" policy which must be complied with. The provision by hirers of alcohol at the venue is required to be by sale only. 'Bring your own' arrangements for public hires are strictly prohibited. An additional deposit of £25 is required should a hirer wish to host an alcohol bar and hire of the bar space for the sale of alcohol is charged at an additional flat fee of £40 (When hiring the All Saints Centre this includes the use of the kitchen/bar facilities). Any other arrangements for the serving of alcohol must be discussed with the venue manager and agreed beforehand in writing.

If a request to run a bar is agreed in advance, hirers are permitted to make their own arrangements for the provision of bar facilities. In this case the name, birth date, address and telephone number of the nominated bar manager must be provided along with the booking form. A letter will be sent to the hirer and the bar manager setting out their responsibilities in more detail.

Help us cut out single-use plastic. We strongly advise avoiding single use plastics - whether this is plastic bottles, plastic cups/glasses and/or plastic cutlery. We do not have any glassware available onsite at the Town Hall or at Malling Community Centre. The All Saints Centre have limited glasses included. Some shops and supermarkets offer free glass hire when you purchase from their shop. We have limited space to collect recycling at the venues so please take any recycling away with you and to your nearest recycling point. More information regarding this can be provided by Venue Staff on request.

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Anyone in charge and persons serving at the bar are expected to remain free from intoxicating beverages at all times when at the venues. Any persons found intoxicated or unable to carry out duties will be asked to leave and the bar may be closed if a suitable replacement can not be found.

Start And Finish Times

At the All Saints Centre and Malling Community Centre hirers are responsible for setting up the venue to their requirements and returning the venue to the state in which it was found at the end of each day of hire. Where required, this includes sweeping the floors and ensuring the toilets are clean. This also includes setting out and replacing seating/tables as required, with the exception of the retractable seating, at the All Saint Centre, which is operated by Venue Staff. When hiring the Town Hall furniture will be set up for arrival by venue staff when agreed in advance with the venue manager. The beginning and end times stated on the booking form must fully cover the time required for setting up and clearing up. If the hire period overruns, the hirer will be charged for the additional time.

Curfew

Events must end by 23.00, irrespective of the day of the week, with a 'get out' time of one hour to follow if required and agreed in advance with the venue manager. In exceptional circumstances the venue manager may consider an extension until midnight, but no later. This must be discussed with the venue manager at the time of booking before confirmation. It is at the venue manager's discretion if an extension is possible in any given case. The venues are located in residential areas and restrictions to minimise noise must be respected.

Safety Instructions

The safe maximum capacity of the venues are dependent on the layout of seating, tables and performance space. Requirements must be discussed with the Venue Manager in advance, before determining maximum ticket numbers. The arrangement of seats, tables and staging, and the entrance and exit provisions to and from the venue shall at all times be under the overriding control of venue staff. All emergency exits shall be kept permanently unlocked during the period of hire and the Hirer shall not lock or block these or any other entrances or exits to the Venue (internal or external)

It will be the responsibility of the Hirer to ensure that everyone connected with their hire is aware of which parts of the building they have hired. All other areas of the building will be strictly 'out of bounds'. The hirers shall be responsible for the maintenance of good order and ensuring adequate responsible persons for the proper supervision of the event.

Capacity

When selling tickets or arranging an event the hirer must ensure the maximum capacity for the venue is not exceeded. Full building capacity must include all audience, staff and performers. The capacity of the halls depends on the activities they are used for. The hirer must consult with the venue staff beforehand and provide activity details. It is recommended that the hall and the facilities be viewed before a booking is confirmed. The venue managers decision in these matters is final.

*In a closely seated audience one wheelchair will equal two places in terms of capacity numbers.

Staffing

Hirers are required to provide their own front of house staff, stewards and/or technical support. To comply with our licence conditions a minimum of one steward for every 100 adult persons must be

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provided. Appointed stewards must not be less than 18 years of age. The hirer and their appointed staff will be responsible for maintaining good order during public events. This will extend to monitoring behaviour and noise levels within the grounds of the venue if relevant. Stewards must be easily identifiable - wearing badges, armbands or conspicuous clothing.

There will usually be a member of venue staff on duty whenever a hirer is in the building. We will not tolerate any physical or verbal abuse or threats towards our staff. Any persons found doing so will be asked to leave and the event may be cancelled. No refund will be given in such circumstances.

Health & Fire Safety

Venue staff must have access to all areas of the premises at all times. Hirers will be provided with an emergency mobile contact number for use should assistance be required when venue staff are not immediately available. If the hirer does not have access to a mobile phone, venue staff must be informed of this in advance of the booking.

The hirer must maintain observance of all health and fire safety procedures and prevent overcrowding or the obstruction of internal/external walkways and disabled access, as stipulated by venue staff. Hirers must allow for time at the start of the hire period to review health and safety procedures with venue staff. Hirers are responsible for informing stewards of safety procedures.

Any potential hazard or safety concern must be immediately brought to the attention of the venue staff.

First Aid

There are first aid boxes available at various locations around the buildings, please ask venue staff for more information. An Accident Report Form must be filled in by the Hirer as soon as possible following any incident and returned to venue staff. Forms are obtainable from a member of staff. All members of staff at the venue are First Aid trained and must be informed of any accident on the premises. You must inform the member of staff on duty if any accident/incident happens in the premises. A defibrillator is available at all three Town Council venues.

Emergency Procedures

In the event of an emergency the Hirer shall comply immediately with any instructions given by Venue Staff. In the absence or apparent absence of Venue Staff, the Hirer shall assume control of the emergency.

In the event of a fire

- a. Sound the alarm if not already sounded;
- b. Instruct stewards to clear the building as quickly as possible, in an orderly manner, using all available emergency exits;
- c. Telephone 999 and report the emergency to the appropriate service;
- d. Assisted by stewards and to the extent that this is compatible with personal safety, check toilets and all rooms hired to ensure there is no person left in the building. The Hirer shall then leave the building;
- e. Allow no persons to enter the toilets after the alarm has been sounded;
- f. With the help of stewards, ensure no unauthorised person enters the building until approval has been given by the Fire Brigade, Police or the Venue Manager;

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- g. In the absence of Venue Staff at once (using the emergency mobile number provided), and in any case by 9am the next working day, inform Lewes Town Council of the incident.

The emergency meeting points are located at the following;
Malling Community Centre - carpark on the East side of the Venue.
All Saints Centre – bottom of Church Twitten, just outside the venue gate.
Town Hall – Market Tower.

A note of the current capacity must be kept by the hirer in case the emergency services require a record of how many people are in the building.

Risk Assessment

Hirers are responsible for conducting their own risk assessments relevant to the nature of their booking. A site visit may be booked in advance of the event to accommodate this.

Child Protection

Hirers must ensure they have received appropriate clearance where necessary (e.g. Disclosure and Barring Service [DBS]) for any staff they use who will be working with children. Lewes Town Council may request explicit confirmation in writing that such clearance has been obtained. All children, attending an event or class must be accompanied by a Responsible Adult until responsibility is handed over to the Hirer, when appropriate. The Responsible Adult must ensure that the Hirer is willing and able to take responsibility of their child, before leaving the building. We cannot allow any unaccompanied children on the premises, including the land surrounding the building.

Services, Alterations and Electrical Equipment

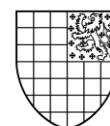
No additions or alterations shall be made to the water, gas or electrical services and no structural or other alterations shall be made to the fabric of the building, not to any of the installations, furniture, fixtures and fittings or other property of the Venue. Any electrical equipment brought on site must be Portable Appliance Tested (PAT) in accordance with the Electricity at Work Regulations 1989. Certification of testing will be required. Hirers should discuss any technical needs with venue staff prior to confirming their booking. A technical specification for the All Saints Centre can be supplied on request.

Prohibitions

The Hirer shall be responsible for notifying the attendees of their class or event that the Venue has a strict No Smoking Policy throughout the building. No open flame, kerosene or spirit type lamps shall be used in any part of the venue. The venue manager will be the sole arbiter regarding this matter. No fireworks, pyrotechnic devices, smoke machines* or similar are permitted in the venue or within the venue grounds under any circumstances. No hypnotism, mesmerism or any similar acts to induce sleep or trance are permitted. No glitter, confetti or ball games are permitted in the venue. No helium balloons are permitted when hiring the main hall at Malling Community Centre.

*Smoke machines may be permitted when hiring the Town Hall when agreed in advance by the venue manager.

No gaming, betting games or lotteries shall be carried on, or allowed to be carried on in the Venue. No person or body hiring any part of the Venue shall grant broadcasting (sound or television) or film rights without the prior written consent of the Town Clerk. If such consent is given, the Town Council reserves the right to take part in any negotiations, to be party to the terms and conditions of any agreement reached and to share in any income and publicity derived therefrom.



Use of Outdoor Space

Hirers wishing to use the outside of the venues for any activity must discuss this in advance with venue staff and a copy of a certificate of Public Liability Insurance may be required. If children are attending such an event they must be supervised at all times.

Equipment Storage

Storage at the venues is limited and therefore we are unable to offer a place for hirers to store equipment/items that they may need for their events/classes unless agreed with the Venue Manager. If storage has been permitted it must be rationalized periodically and infrequently used items must be removed. All storage must be labelled & kept tidy. This facility shall always be at the venue manager's discretion.

Promotion of Events

Publicity and box office management for events are the sole responsibility of the Hirer. The All Saints Centre and Malling Community Centre produce a monthly 'What's On' leaflet and distributed email in which the hirer's event may be considered for inclusion. The hirer's own leaflets, posters and advertising may be displayed at the venue if there is space but must be agreed with the venue manager in advance. The venue manager reserves the right to alter or refuse such copy. Information for the 'What's On' publication must be received no later than the 15 of the month prior to the advertised event.

Accessibility

Malling Community Centre - There is level access into the building via all eight external doors to the Centre including automatic doors entering the front/café area. The Centre is fitted with two wheelchair accessible WC and a changing bed.

All Saints Centre - There is level access into the Main Hall via the front entrance and the foyer is fitted with a wheelchair accessible WC. Access to the Small Hall via the side entrance requires climbing three steps, although it can also be reached via the front entrance over level terrain with some assistance.

Lewes Town Hall - All rooms are fully accessible. Alternative entrances may be required and can be discussed in advance or on arrival. There is also access to floors above ground level via an internal lift. There is a wheelchair accessible WC adjacent to the Corn Exchange and Assembly Room.

Parking

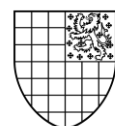
There is limited designated parking at Malling Community Centre for hirers and staff, however space cannot be guaranteed or reserved. There is no designated parking at the All Saints Centre and Lewes Town Hall. A map of local parking sites can be provided by venue staff on request.

Expiration of Letting

If the hirer fails to leave the premises in a clean and orderly state an additional charge may be payable. If the hirer requires to clean the premises or to collect equipment the following day the venue manager may charge the hirer for the extended period of hire. This is subject to availability and may not always be possible.

Personal Injury & Loss of/ Damage to Property

Hirers are obliged to inform venue staff immediately of any damage to the premises or equipment. The hirer is liable for all costs arising from damage occurring during the period of hire. This includes damage to paintwork and floor finishes. At their discretion, Venue Managers may request an



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additional "damage deposit" payable when booking should the event be deemed high risk. The Town Council will not accept any liability for third party events including personal injury and loss of/or damages to property and the use of the Venue facilities is permitted entirely at the users own risk.

Liability

Lewes Town Council cannot accept any responsibility for any injury, loss or damage suffered by the hirer or any persons attending the event howsoever caused arising from the Hirer's use of the venue. We recommend, and reserve the right to insist, hirers have public liability insurance which includes an indemnity for leased and hired premises.

Lewes Town Council shall not be liable for any other loss or damage to any property arising in any way in connection with the hire of the premises. Lewes Town Council will not accept responsibility for items stored or left unattended on the premises.

Lewes Town Council shall not be liable for any loss arising from (for example) failure of electricity supply, leakage, fire, Government restriction or Act of God which may cause the venue to be temporarily closed or the hire to be interrupted or cancelled.

Withdrawal of Venue Availability

The venue manager reserves the right to cancel any hire by giving written notice to the Hirer and refunding any monies paid in respect of the cancelled hire, without accepting any liability for any expense which the hirer may have incurred. In normal circumstances at least seven days' notice of such cancellation will be given. The venue manager may also immediately terminate a booking if any of the conditions of hire are not being met.

Complaint

Any complaint by the Hirer in respect of the use of the Venue or of the arrangements herewith shall be made to the Town Clerk in writing within seven days of the date of hiring.

Revised Conditions

Lewes Town Council reserves the right to amend the conditions set out herein and to apply additional conditions to any particular letting if considered necessary.

Application of These Conditions

Should any matter arise which is not covered by the preceding conditions, or if there should be any doubts as to the interpretation of any of these conditions the decision of the venue manager shall be final.

Questions?

If you have further questions or wish to discuss your hire please contact us directly.

January 2023