

Epping Forest District Council

Regulations and Conditions of Hire

The Limes Centre

1. Applications

All applications for the hire of the hall must be made in writing on the form obtainable from E.F.D.C Community Services and must state the precise nature of the engagement or meeting or other purpose for which its use is required. No telephone communications regarding hire arrangements already made will be accepted unless confirmed in writing to the E.F.D.C. Community Services. In case of any omission from or mis-statement in the form as to the description and nature of the purpose for which the hall is required, the letting may be cancelled and any charges already paid will be forfeit. The person signing the application form shall be deemed to be the hirer and throughout these regulations is referred to as "the Hirer". Applications by persons under the age of 21 years will not be accepted

No successive day-to-day bookings for more than four consecutive weeks in respect of the main hall will be accepted without the consent in writing of the Council.

The Council will only accept bookings for birthday parties for children up to and including the age of 13 years of age, who must be accompanied by responsible adults, on a ratio of 1 adult to 10 children. We do not hold parties for age groups between 14 to 21 years of age. Failure to comply with this condition could result in the party being stopped.

2. Public Holidays

Accommodation will not be let on Good Friday, Christmas Day or other Public Holidays.

3. Accommodation

The accommodation/equipment provided is as follows:

	Capacities:		
Main Hall	• Seating for meetings, concerts etc (This does not include Weddings)		120
Main Hall	• Dancing		150 (120 seated + 30 standing)
Activity Hall	Seating for parties/gatherings		50
	The above numbers shall not be exceeded		
	Equipment:		
Main Hall	• Tables - Formica topped	4'0" x 2'6"	4
		6'0"x 2'6"	10
Activity Hall	• Tables - Formica topped	6'0 x 2'6	10
Main Hall	• Chairs		80
Activity Hall	Chairs		40
Main Hall	• Crockery (Cups, saucers, dinner plates side plates)		100+
Activity Hall	• Crockery (Cups, saucers, dinner plates side plates)		40
Main Hall	• Cooker		
Activity Hall	• Table top oven		
Main Hall	• Microwave		
Activity Hall	• Microwave		

- 4. Car Parking** A car park is provided at the hall but the Council will accept no responsibility in connection with its use.
- A clear and convenient roadway to and from the entrance must be available and the Hirer must make arrangements to ensure that these conditions are brought to the attention of all persons using the hall during the period of letting.
- 5. Clearing away by Hirer or Caterer in Hall & Kitchen** Where scenery, or any apparatus, stalls, tables, chairs, etc, belonging to the Hirer or his/her Caterers is used, these must be installed and removed by arrangement with the Hall Caretaker. In addition, the Hirer shall indemnify the Council in respect of any claims or demands made by a subsequent hirer as a result of failure to remove these items.
- If the hall and kitchen and equipment provided therein by the Council are not left clean and tidy and furniture replaced to the satisfaction of the Caretaker, the Hirer shall be responsible for any costs incurred by the Council in this respect.
- The Hirer shall immediately on demand, after the date of the letting, pay to the Council the cost of making good any loss or damage to crockery or other utensils, which have been used.
- 6. Caterers** The Hirer is required to provide his/her own Caterer(s) whose name(s) and address(es) must be notified to E.F.D.C. Community Services, on the booking form at least 14 days before the date of the letting. The Caterer(s) working on behalf of the Hirer must provide to E.F.D.C Community Services their own Public Liability Insurance with a minimum limit of £5 million. If extra cooking equipment, including gas cylinders are brought in to be used by the Hirer / Caterer, then they will be required to be used in accordance with the manufacturer's instructions; in safe working order and used in a way that will not cause harm to others and provide their own risk assessment for the use of such equipment in the Limes Centre.
- All leftover foods and cooking oils are to be removed and disposed of at the Hirers / Caterers own cost and in an environmentally friendly way and the cooking oils are not to be poured down the sinks, toilets or drains in the Limes Centre or surrounding areas.
- See Item 5 – Clearing Away**
- The Council reserves the right to refuse to allow any particular Caterer(s) to be employed.
- 7. Letting Charge & Payment Methods** Subject to the provisions contained in Clause 10 below, the charge for lettings shall be in accordance with the scale of fees in force at the same time that the letting is accepted. Applications must be accompanied by a non-returnable deposit of at least 25% of the total charge due. The balance due must, in all cases, be paid at least ONE MONTH before the date of the letting.
- A security deposit of £500 (cheque) for an adult party or wedding and £200 (cheque) for a children's party (Under 13) is required to cover any damages caused during the hire. This cheque will be returned after the hire once the hall has been checked for any damages. If the balance is not paid E.F.D.C. Community Services may cancel the letting, in which case, the deposit paid will be forfeit and, insofar as an alternative booking cannot be made for the date and time concerned, the balance of the charge in respect of the application shall forthwith become payable to the Council.
- In the event that the hall is let for series of engagements, the Hirers shall pay the charges to the Council at the time or times specified by the E.F.D.C. Community Services.
- The Hirer shall make no public announcements until the application has been approved on behalf of the Council.
- Cheques, Money Order and Postal Orders shall be made payable to Epping Forest District Council and crossed "a/c Payee Only".

8. **Increase in Charges** The Council reserves the right at any time without notice to vary the charges in respect of hiring and, in the event of the Council so doing, any booking which falls outside the current year will be charged at the revised rate. Hirers will be notified of any proposed increase as soon as possible and will be invoiced for the amount of the increase based upon the charges for the year in which the letting takes place. The Council usually reviews charges annually and revised charges become effective from 1 April each year.
9. **Sub-letting surrender & cancellation by the Hirer** The Hirer shall not sub-let but may, with the consent of the E.F.D.C. Community Services surrender the letting so that the hall may be re-let. In the event that the Hirer wishes to cancel the letting, he/she shall give at least 4 weeks written notification to the E.F.D.C. Community Services, and the Council shall thereupon refund any monies paid in excess of the 25% booking deposit.
- If less than 4 weeks notice is given, the Hirer shall be liable for the whole of the outstanding balance save where the hall is re-let, in which event the Council shall refund any monies paid in excess of the 25% booking deposit.
10. **Cancellation by the Council** Any letting is granted subject to the right of the Council to cancel it at any time in the event that the hall shall be required for Council or National purposes or if danger is caused, or likely to be caused, to a member of the public as a result of such letting. In such circumstances, all monies paid by the Hirer shall be returned, but the Council shall not be liable for any loss, damage or inconvenience suffered by the Hirer as a result of the letting being cancelled.
11. **Compliance with conditions of the Licensing Authority** In every letting there shall be deemed to be implied on the part of the Hirer an undertaking with the Council strictly to observe and perform all statutory provisions and regulations and all conditions and regulations imposed by Essex County Council as the Licensing Authority applicable to any letting and to indemnify and save harmless the Council, its officers and servants from all penalties, damages and costs which they may incur in consequence of any breach or default in complying with any such provisions, regulations and conditions. A copy of the Licensing Conditions and Regulations imposed by the Essex County Council as the Licensing Authority is displayed in the foyer of the hall. The Hirer shall be deemed to have full knowledge of the contents thereof whether or not he/she has availed him/herself of the opportunity of inspection.
- The Hirer or any other person under his/her control shall not do anything whereby any condition or licence relating to the performance of any stage play or music or dancing shall be infringed.
12. **Music, Dancing & Children's Entertainments** The hall is licensed for music and dancing and the conditions of the licence must be strictly observed. The attention of the Hirer is drawn particularly to the provisions of Sections 12 and 22 of the Children and Young Persons Act 1933. Section 12(1) of this Act reads:
- "Where there is provided in any building an entertainment for children or any entertainment where the majority of persons attending are children, then if the number of children exceed 100 it shall be the duty of the person providing the entertainment to station, and keep stationed wherever necessary, a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building or any part thereof, than the building or part can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or any part thereof and to take all reasonable precautions for the safety of the children."*
- The hirer shall ensure that adequate supervision by a responsible adult (a responsible adult is a person aged over 21 years old) is maintained on the premises throughout the period of the hiring. NSPCC recommended supervision guidelines for Children: Aged 0 – 2 years 1 adult to 3 children; Aged 2 - 3 years 1 adult to 4 children; Aged 4 - 8 years 1 adult to 6 children; aged 9 - 12 years 1 adult to 8 children; Aged 13 1 adult to 10 children.
- Bouncy Castles or any other type of inflatable are not permitted in either hall.**

- 13. Hypnotism** No person shall give at the hall (otherwise than as provided by Section 5 of the Hypnotism Act 1952) any exhibition, demonstration or performance of hypnotism, mesmerism or any similar act or process which produces, or is intended to produce, in another person, any form of induced sleep or trance in which the susceptibility of the mind of that person to suggestion or direction is increased or intend to be increased.
- 14. Copyright** The Hirer shall comply with all the provisions of the Copyright Act 1956. If the Hirer shall fail to do so, any permission previously granted by the Council to use the hall shall be immediately cancelled but without prejudice to the right of the Council to recover fees, charges or any other payment referred to in the conditions of letting.
- The Hirer shall indemnify the Council from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of copyright works within the hall.
- 15. Performing Rights & Phonographic Performances** The Hirer shall not infringe any subsisting copyright or performing rights and indemnifies the Council against all sums of money, which the Council may have to pay by reason of an infringement occurring during the period of hire.
- 16. Excisable Liquors** No excisable liquors shall be sold or offered for sale except with the consent in writing of the Council. If such consent is given, the Magistrate's Occasional License must be produced to the E.F.D.C. Community Services before the date of the letting. Failure to produce the licence may result in the letting being cancelled.
- Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs including laughing gas (nitrous oxide) canisters may be brought onto the premises or used in the vicinity of the building.
- 17. Conditions of Letting** All lettings are subject to the following additional conditions:
- a) No bolts, screws, tacks or nails shall be driven into any part of the premises;
 - b) No blu tac, sellotape, string or double sided sticky fixer pads shall be used to affix bunting, banners, signs and balloons to external or external walls. However white-tac maybe used.
 - c) The use of (helium) gas-filled balloons is prohibited;
 - d) No wax, powder or other substance shall be placed upon the floor without the sanction of the Caretaker or other person authorised by the Council;
 - e) The Caretaker may refuse to allow to be brought into the building any article, animal or appliance which he/she may consider to be dangerous or offensive;
 - f) Gratuities shall not be paid to any servant of the Council
 - g) Dry ice, smoke or bubble making machines and similar devices are not permitted on the premises as these will set of the fire alarms.
 - h) All fire exits and escape routes must remain unobstructed and free access maintained at all times
 - i) Fire-fighting equipment must not be tampered with, other than to use for its proper purpose
 - j) No additional heating or cooling appliances of any type are permitted.
 - k) The hirer shall ensure that no animals (including birds) except assistance dogs are brought onto the premises, other than for a special event agreed by the Council. No animals whatsoever are to enter the kitchen areas at any time.
 - l) Smoking is not permitted anywhere on the premises except in the car park at the front of the building.
- 18. Special Lettings Involving Extra Risk** All lettings involving any unusual risk will be subject to any further charges which are, or may be, imposed by the Council or its Insurers and any such charges shall be paid by the Hirer at least one month before the date of the letting. No activity that constitutes a fire risk may be undertaken. Hirers must carry out risk assessment in respect of their hire of the

premises and must take steps to manage or reduce risks to an acceptable level.

- 19. Good Order Conduct** The Hirer shall take every care to ensure that no undesirable person is admitted to enter or otherwise make use of the hall and shall be responsible for the good order and conduct of all persons upon the premises and in the car park during the term of the letting. No letting shall be permitted which, in the opinion of the Council, may become likely to lead to disorder or to anything contrary to sobriety, decency and good manners, any activity that would offend various faiths and the Hirer during the period of the letting shall not allow any unlawful games or gaming, permit any unseemly, disorderly, immoral or improper conduct or permit any form of dancing which, in the opinion of the Council, is dangerous or contrary to good taste.
- 20. Noise Nuisance** The Hirer shall ensure that music provided at the premises shall not cause a nuisance or annoyance to local residents and that any form of amplification shall be so controlled by the Hirer to prevent such noise and fall within the recommended guidelines of the Noise Act 1996.
- The Hirer shall be required to use his/her best endeavours to prevent noise or disturbance by patrons leaving the hall. **Fireworks and sparklers are not permitted in the hall, surrounding residential areas or in the car park provided. Ignoring this ban will result in your security deposit being lost.**
- 21. Seats and Gangways** The Hirer shall strictly obey and observe all the rules and regulations of the licensing authority as to the arrangement of seats or gangways and shall be responsible for any breach thereof.
- 22. Entertainment Tax & Royalties** The Hirer shall be liable for and must make arrangements for the payment of Entertainment or other tax or any Royalties chargeable in respect of the purpose for which he uses the hall.
- 23. Damage or Loss** The Hirer agrees to defray the cost of making good any damage caused to the building, goods, chattels, apparatus or appliance, either of the Council or any other person or persons during the period of the hire arising in connection with the letting and shall be responsible for any loss during or as a consequence of such letting.
- 24. Indemnity against accidents, claims. etc** The Hirer shall indemnify the Council its officers and servants against all actions, expenses, damages, penalties and demands arising out of or in any way connected with the letting or any accident or loss which may happen or be sustained by any person by reason thereof.
- 25. Responsibility** Under no circumstances will the Council make good or accept responsibility in respect of any loss, theft, or damage of or to any goods or property of the Hirer, or of any other person, left, deposited or brought into the hall or left deposited with any officer or servant of the Council and the Hirer shall indemnify and hold the Council harmless in respect thereof.
- 26. Alterations or additions to fixtures and fittings** No alterations or additions shall be made to the lighting heating fittings, fixtures or other arrangements of the hall except with the consent of the Council.
- 27. Pianos** Pianos will not be allowed in the hall without the permission of the Council.
- 28. Sales of Work, Jumble Sales** Sales of work, etc sponsored by Churches and Charitable organisations will be permitted. No commercial sales, exhibitions or displays shall be permitted without the written consent of the Council
- 29. Use of the accommodation rendered impossible** The Council will not be responsible for any loss or damage suffered by the Hirer should the use of accommodation be rendered impossible by reason of inevitable accident, force majeure, strike, lockout or other like case. The Council will, however, in such cases return the charges paid by the hirer, less any costs incurred by the Council. No responsibility will

be accepted or compensation paid in the event of loss or damage suffered by the Hirer on account of the temporary failure of lighting arrangements,

- 30. Breach of Regulations** If the Hirer should commit any breach of, refuse or fail to comply with any of these regulations, the E.F.D.C. Community Services, acting for the Council shall have the right to cancel the letting without relieving the Hirer of his/her obligation under this contract or agreement with the Council and any fees paid to the Council in respect of the letting shall be forfeit. The Council will have regard to any breach of conditions in the event that the Hirer makes a further application for letting.
- 31. Right of Entry** The Council reserves the right of entry at all times to the E.F.D.C. Community Services and such other officers as may be authorised in writing. Instructions must be given by the Hirer for their admission.
- 32. Consent of the Council** Whenever the consent of the Council is required to be given in accordance with these regulations and conditions such consent shall be deemed to be given in writing under the hand of the E.F.D.C. Community Services.
- 33. Right to amend or vary Regulations** The Council may vary or amend the foregoing terms and conditions as it may be deemed advisable and applications not considered by it to come within the normal scale of charges will be subject to such special charges as are deemed necessary in each case.
- 34. Safeguarding** The Council is committed towards the safeguarding of everyone who uses the Limes Centre. In order to achieve this, organisations or individuals hiring the Limes Centre will be expected to meet certain standards in respect of activities involving children or vulnerable adults.

Hirers who provide a **service** for children and/or vulnerable adults, whether paid or on a voluntary basis, will be required to demonstrate, prior to hiring the facility, that they have adequate and appropriate policies and procedures with regards to safeguarding that are suitable for their activities e.g. Child Protection Policy. These documents will be checked and recorded as an addition to the standard Conditions of Hire.

If Hirers do not have their own policies and procedures, it may be necessary to 'sign up' to the Council's Safeguarding Policy and Procedures in order for the hire to proceed.

The Hirer will be responsible for the conduct of any volunteers or helpers and must ensure that they meet the Council's safeguarding requirements. Anyone hiring the facilities also has an obligation to provide a set of standards/operating procedures for customer/employee interactions i.e. code of conduct. Again, if these are not available, hirers can 'agree to abide by the Council's own 'Safe Working Practice Guide' which is a guide to professional boundaries for working with children and vulnerable adults.

The Hirer (individual or organisation) is obliged to report any concerns relating to child protection to the facility management immediately.

Where the Hirer is coaching, teaching or delivering unsupervised services for children a DBS clearance and an appropriate qualification must be submitted before any hiring contract is confirmed.

Also, as coaching involves professional advice and instruction, it is Epping Forest District Council's Policy that all coaches and instructors confirm their public liability cover to the Council.

By Order: CHIEF EXECUTIVE
Epping Forest District Council
323 High Street,
Epping,
Essex CM16 4BZ