

HARROW ARTS CENTRE

Hiring Facilities Terms and Conditions of Use

Effective from 1 April 2009

**Harrow Arts Centre
Uxbridge Road,
Hatch End,
Middlesex,
HA5 4EA**

Tel: 020 8416 8989

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Welcome!

This document sets out the terms and conditions of use for the Harrow Arts Centre and associated buildings on the Hatch End site. These buildings are owned and managed by Harrow Council which is committed to provide a high quality service to enhance the delivery of its arts and community services.

We offer discounted rates to arts-related businesses and activities, charities with proof of charity status and for Education/Training. Please ask for our current prices. Limited free parking is available for visitors.

The Hatch End site offers a variety of affordable meeting rooms, performance venues and services which are ideal for:

- Performances
- Private Parties
- Meetings
- Exhibitions
- Classes & Training
- Catering
- Weddings
- Examinations & Assessments
- Children's Parties
- Lectures
- Rehearsals
- Private views
- Receptions
- Public Consultation Events
- Dinner & Dance
- Interviews

Meeting Rooms

**We offer large and small rooms for hire.
All our room rentals operate on an hourly rate session basis.**

LARGE ROOMS	SMALL ROOMS
Ground floor rooms: Greenhill, Rayners**, Weald*.	Ground floor rooms: Roxeth, Lowry**, Turner** Grimsdyke, Travellers Bar*.
First floor rooms: Belmont@, Canons, Gainsborough***	First floor rooms: Constable***, Gobey, Pinner, Kenton, Stanmore.
KEY *Wheelchair access **Art room with wheelchair access ***Art room with no wheelchair access @ Dance Space with mirror	

THE DANCE STUDIO

Situated on the ground floor, the Dance Studio is equipped with a fully sprung floor and full-length mirrors on one wall.

Please note that in order to protect the floor, no shoes that could damage the floor can be worn e.g. outdoor shoes.

THE BOARDROOM

This newly equipped ground floor room has wheelchair access and can accommodate up to 12 people.

Venue Hire

Elliott Hall



An impressive space, the Elliott Hall seats an audience of up to 475 people.

It is an excellent venue for

- Concerts
- Dance performances
- Plays and theatre performances
- Large meetings and conferences
- Exhibitions and marketing launches in an historic environment
- Weddings, dinner dances and other social functions.



The maximum capacity is dependent on the event and so it is essential that you discuss this aspect of your booking with our team.

The cost of performance hire includes the standard end-on layout of 475 seats, a Technician, Front of House Manager, one dressing room and printed tickets.

Travellers Studio

A superb and intimate self-contained space, the Travellers Studio seats an audience of up to 120. It is ideal for:

- small concerts
- theatre and dance performances
- meetings and conferences.

The cost of performance hire includes the standard layout of 120 audience seats, a technician, Front of House Manager, two dressing rooms and printed tickets.

There is a bar/refreshment area adjacent to the Studio which is available for hire.

KEY SUMMARY INFORMATION FOR HIRERS

See Contract Schedules for full information

Charges for Performance Venues

All prices can be found on our rate card. For more information please speak to the Box Office on 020 8416 8989 or email harrowartscentre@harrow.gov.uk

Operations

Performing Right Society (PRS) and Public Performance Licence (PPL) Royalties

Hirers who make bookings that involve playing live or recorded music for which hirers do not have the copyright must provide the Council with their Event playlist. The Council will provide the necessary information to the relevant royalty organisation. There could be supplementary charges to the hirer relating to this, please ask the Box Office.

Stewards

Performance hirers must provide stewards at a ratio of 1 steward for every 50 people (or part) in the audience. Stewards for other events will also be necessary and this should be discussed when making your booking.

Finishing time for events

For all events, customers must be clear of the building by 23.30 in accordance with the terms of our Premises Licence. The hirer will be charged an additional charge of £25 per hour per room where the venue is occupied after 12 midnight.

Deposits, Cancellation and Amendment Charges

The Council requires that two deposits are made by all hirers except those with approved accounts:

- A 25% deposit is required to secure a facility booking
- For Elliott Hall and Travellers Studio a £200 returnable deposit is required against damage and other unforeseen costs that may be incurred during the hire period

Full payment is required no later than 14 days (excluding Bank Holidays) before the date of the event. Failure to make the full payment on time may result in the cancellation of the event by the Council and forfeiture of the deposit. In addition the remainder of the full hire charge will be due from the hirer.

Cancellation Charges

Rooms, Boardroom and Dance Studio

61 days or more in advance of the booking	No charge
30 to 60 days in advance of the booking	25% of hire fee
29 to 15 days in advance of the booking	50% of hire fee
Within 14 days before the booking	Full hire fee & any extra costs accrued by the Council

Elliott Hall and Travellers Studio

At any time after confirmation of booking	25% of hire fee
Within 90 days before the booking	50% of hire fee
Within 14 days before the booking	Full hire fee & any extra costs accrued by the Council

Significant amendments to bookings may result in an additional 10% administration fee at the discretion of the Council.

Technical Requirements & Risk Assessments

For your event to run smoothly, details such as **technical requirements** and **Risk Assessments must be provided seven weeks in advance**. Part of the Risk Assessment should include how you would deal with an emergency, including the provision of First Aid – this applies to all bookings. The Box Office on 020 8416 8989 or harrowartscentre@harrow.gov.uk can supply risk assessment forms for you to complete. Advice can be obtained from the Health & Safety Executive (HSE) website <http://www.hse.gov.uk/risk> or by phoning the HSE Infoline **0845 345 0055**

If the information is not received within that time, the Council reserves the right to cancel the booking.

Criminal Record Bureau (CRB) checks

Hirers who work with children under 18 or with vulnerable adults are required to carry out Criminal Records Bureau ("CRB") checks at its own cost on their employees and/or Agents. Written confirmation of the outcome of the CRB shall be provided by the Hirer on request to the Council. Where relevant, the Hirer shall ensure that a list of certified staff is maintained and re-checks take place at least every 3 years. Examples of such hirers include dance/drama/music schools, tuition classes, playschemes, after school clubs, sports activities for children, classes/activities with adults with learning disabilities or advocacy projects and other similar activities.

Hire of Equipment

A range of equipment is available for hire to help with the running of the events at the Arts Centre. Full details are available from the Box Office on 020 8416 8989 or harrowartscentre@harrow.gov.uk

Regular Hirers with Approved Accounts

The standard cancellation policies will apply.

New Hirers and Occasional Hires

All rooms must be paid for in advance of the booking date together with the returnable Damage Deposit in accordance with these Terms and Conditions of Use. On cancellation, the standard cancellation policy will be applied. All new hires are approved at the discretion of the Council. We may refuse services or facilities to anyone where we reasonably consider that either the hirer or the event is unsuitable or for any other good reason.

Performer booking limitations

Hirers are discouraged from booking performers that the Council has already presented, or is about to present, three months before and after the planned performance. Applications for performance hires will be considered in conjunction with other performances planned for the venue to ensure consistency and balance of the programme.

Marketing and Promoting Your Event

For a charge, the Council may be able to help to advertise events through its print and advertising, and display banners. All are subject to availability. For further information, please contact the Box Office on 020 8416 8989 or harrowartscentre@harrow.gov.uk.

The Council makes no warranty that any marketing may be available and will accept no responsibility for any potential loss of business due to lost marketing or incorrect marketing, save where the Council has

been negligent. All clients are advised to invest in their own marketing and never to exclusively depend on the Council marketing for their activities and events.

Banners

Small boards are available to display advance information about shows and events at the Arts Centre, solely at the discretion of the Council. To be considered for display in the buildings, all materials must be approved by the Council and must be placed around the building by Council employees.

Optional banners, marketing materials and leaflets are quotable on request to Box Office on 020 8416 8989 or harrowartscentre@harrow.gov.uk

**CONDITIONS OF CONTRACT FOR HIRING OF FACILITIES
AT AND ASSOCIATED WITH HARROW ARTS CENTRE**

1. DEFINITIONS AND INTERPRETATIONS

In these terms and conditions the words and expressions below will be interpreted to have the meanings adjacent to them:

- 1.1. **"Agreement"** means the agreement between the Council and the Hirer comprising, these Terms and Conditions, schedules and Booking Enquiry Forms, Essential Questions for Potential Hirers forms hereto and for the avoidance of doubt all other terms, conditions warranties other than any terms, conditions or warranties implied by law in favour of the Council are excluded from the agreement between the Council and the Hirer unless expressly accepted in writing by the Authorised Officer.
- 1.2. **"Authorised Officer(s)"** means a person or persons designated as such by the Council from time to time as notified in writing to the Hirer to act as the representative of the Council for all purposes connected with the Agreement, including any authorised representative of such person;
- 1.3. **"Agent(s)"** means anybody who acts on behalf of the Hirer in a paid or voluntary capacity and includes guests, delegates, ticket-holders and others attending the Event.
- 1.4. **"Arts Centre"** means Harrow Arts Centre, Uxbridge Road, Hatch End, Middlesex and every adjoining building that forms part of it.
- 1.5. **"Booking Enquiry Form"** means the official electronic form or printed paper form issued by the Council in which the hirer requests rooms, equipment, catering and other facilities and where the hirer confirms acceptance of Harrow Council's Terms and Conditions of Hire relating to Harrow Arts Centre and includes the Essential Questions for Potential Hirers forms.
- 1.6. **"Confirmation of Booking Letter"** is the letter and/or email issued by Harrow Council confirming the venue, dates and times of bookings.
- 1.7. **"Commencement of Period of Hire"** means the date and time on which the Hirer is entitled to occupy the Venue for the Purpose of Hire.
- 1.8. **"Contract Manager"** means a person designated as such by the Hirer from time to time as notified in writing to the Council to act as the duly authorised representative of the Hirer for all purposes connected with the Contract, including any authorised representative of such person.
- 1.9. **"Council"** means Harrow Council.
- 1.10. **"Deposit"** means payment of:
 - 25% of the Hire Fee to secure the hire of Facilities at the Venue
 - £200 returnable deposit is required against damage and other unforeseen costs that may be incurred during the hire period
- 1.11. **"Event(s)"** means the event(s) described in the Booking Form.
- 1.12. **"Facilities"** means the equipment, furniture, and all other goods or services provided to the Hirer by the Authorised Officer in connection with the Purpose of Hire.
- 1.13. **"Hirer"** means the person signing the Booking Form(s) and who takes full responsibility for the Event and for his/her Agent(s).
- 1.14. **"Hire Fee"** means the fee to be paid to the Council by the Hirer for the hire of the Venue and the Facilities as shown on Confirmation of Booking letter of this Agreement.
- 1.15. **"Party"** means any party to the Agreement individually and **"Parties"** refers to all of the parties to the Agreement collectively. All persons who are not a Party to the Agreement are third parties.
- 1.16. **"Period of Hire"** means the period in respect of which the Hirer may be charged as shown on the Confirmation of Booking letter issued by Harrow Council.
- 1.17. **"Purpose of Hire"** means the purpose for which the Hirer hires the Venue.
- 1.18. **"Rate"** means the prices charged per Session as shown on the rate card which is available from the Box Office on 020 8416 8989 or email harrowarts@harrow.gov.uk
- 1.19. **"Session(s)"** means a series of Periods of Hire proposed by the Hirer to take place at the Venue.
- 1.20. **"Venue"** means the location for the provision of the Event as specified in the Confirmation of Booking letter or as otherwise agreed in writing between the Council and Hirer. These locations to include the Harrow Arts Centre and other council owned buildings on the Hatch End Site.

2. LICENCE TO ENTER

- 2.1. During the Period of Hire, the Hirer or his/her Agent(s) may only enter and use the Venue booked to the Hirer and cannot use other areas of the Venue for the Purpose of Hire or for any other purpose.

3. PAYMENT & CANCELLATION CHARGES

- 3.1. For all Venues and Facilities you shall pay the agreed Deposit of 25% of the Hire Fee and £200 returnable Damage Deposit at the time of submission of the signed Booking Form.
- 3.2. Regular hirers with approved accounts are exempt from the Deposit of 25% and of the Damage and Unforeseen Costs Deposit.
- 3.3. The Hirer will be charged an additional £25 per hour per room where the Venue is occupied after 12 midnight. This is in addition to the standard hourly room rate.

For Rooms, Boardroom and Dance Studio

- 3.4. 29 to 15 days in advance of the booking a payment of 25% of the Hire Fee making a total cumulative payment of 50% of Hire Fee.
- 3.5. No later than 14 days in advance of the Commencement of the Period of Hire the full balance of the Hire Fee.

For Elliott Hall and Travellers Studio

- 3.6. 90 days in advance of the Commencement of the Period of Hire a payment of 25% of the Hire Fee making a total payment of 50% of the Hire Fee.
- 3.7. No later than 14 days before the Commencement of the Period of Hire the balance of the full Hire Fee and any extra costs incurred by the Council.
- 3.8. Significant amendments to bookings may result in a 10% administration fee at the discretion of the Council.
- 3.9. A supplementary fee may be charged if the accommodation or equipment is left in an unclean, untidy or unsafe state at the discretion of the Council.
- 3.10. Credit may be offered on a very limited basis to regular Hirers with approved accounts.
- 3.11. Where you remain in the Arts Centre or other Venue outside your Period of Hire with or without the approval of the Council an appropriate amount will be deducted from your returnable Damage Deposit in addition to any other sums due under this Agreement and the terms of this Agreement shall continue to apply during any such period.

4. ITEMS INCLUDED

- 4.1. In respect of the Performance and Technical Rehearsal support provided by the Council in relation to the Elliott Hall, this comprises:
 - One technician
 - One dressing room
- 4.2. In respect of the Performance and Technical Rehearsal support provided by the Council in relation to the Travellers Studio, this comprises:
 - One technician
 - 2 dressing rooms
- 4.3. In respect of the Performance and Technical Rehearsal support provided by the Council in relation to any Venue, this comprises:
 - All equipment as normally sited in that room.
- 4.4. In respect of the Performance support provided by the Council in relation to Elliott Hall and the Travellers Studio, this comprises:
 - One Front of House Manager
- 4.5. In respect of Function Hire, support provided by the Council in relation to Elliott Hall, this comprises:
 - One Front of House Manager.

5. PUBLICITY

- 5.1 Prior to displaying any publicity material at the Arts Centre relating to the Event the Hirer must obtain approval by the Authorised Officer.

6. GENERAL INFORMATION - YOUR OBLIGATIONS

You shall:

- 6.1 Not cause or permit the use of any technical equipment in the any Venue EXCEPT under the direction, supervision and/or instruction of the Authorised Officer.
- 6.2 Ensure that any and all equipment brought into the Venue will meet our Health and Safety standards at shown at Schedule 2, in addition to relevant Health and Safety and other relevant legislation, including regulations and codes of practice issued there under, and with the Council's own policies and procedures.
- 6.3 At all times maintain a specific Health and Safety at Work policy relating to the employment of your own staff whilst carrying out their duties in relation to the Agreement on the Council's premises.
- 6.4 Ensure that any and all equipment brought into the Venue must have proof of current Portable Appliance Testing (PAT) as appropriate.
- 6.5 Provide the Authorised Officer with a full list of technical requirements, a minimum of 7 weeks before the Period of Hire commences PROVIDED THAT the Authorised Officer does not guarantee that such requirements can be met.
- 6.6 Be permitted to provide your own technical staff if the technical support required under this Agreement is greater than that included in the Hire Fee. Such staff must be technically competent as judged by the Council and at all times be under the supervision and/ or instruction of a member of the Authorised Officer.
- 6.6 Not sell anything within the Venue without the prior consent of the Authorised Officer.
- 6.7 Not hold any raffle, sweepstakes or other form of lottery in the Venue without:
 - 6.7.1. The prior approval in writing of the Authorised Officer and
 - 6.7.2. Any LICENCE or permit required for a raffle, sweepstake or other form of lottery that may be required by statute or otherwise
- 6.8. Comply with the terms of any Premises Licence (including, Entertainments Licence) held by the Council under which the Event is held, details of which are available from the Box Office on request before the Commencement of Period of Hire.
- 6.9. Comply with the fire regulations that apply to the Venue.
- 6.10. Not engage or employ any private catering staff or undertake any private catering for use at the Event without the prior written consent of the Authorised Officer and the payment of the appropriate fee for the use of Facilities.
- 6.11. The provision of catering by Hirers or their Agents must meet the minimum current food hygiene regulations and/or Codes of Practice.
- 6.12. The provision of catering by Hirers or their Agents must meet the local and site-specific requirements as defined by the Authorised Officer. (See Schedule 2 - Health and Safety)
- 6.13. Not grant broadcasting or film rights in respect of the Event at the Venue without the prior written consent of the Authorised Officer.
- 6.14. Advise the Council if the use of cameras or recorders of any kind are permitted in your Event. If they are not permitted you will make the necessary arrangements (such as displaying clear notices at each entrance) stating that they are not permitted in your event.
- 6.15. Not perform the Event without first obtaining any licence or permission necessary under any statutory provisions relating to any copyright that may exist in that Event or any material included in the preparation or presentation of the Event.
- 6.16. Provide at your own expense any police or security that the Authorised Officer or Police or the Licensing Authorities consider necessary in the interest of:
 - 6.17. The proper conduct of the Event.
 - 6.18. The regulation of traffic in connection with the Event, and/or
 - 6.19. The protection of the Venue's property.
- 6.20. Ensure that all persons attending and/or using the Venues in connection with your Event during the Period of the Hire do so without causing annoyance or inconvenience to other persons or damage to any property.

- 6.21. Take all necessary steps to deal with a person acting other than in accordance with 6.20 above, with or without the instruction of the Authorised Officer.
- 6.22. Not remove any of the fixed furniture from the Venue or drive any nail, screw or other fixing or fastening into any wall, floor, or furniture or use adhesive tape, glue or blue tack or equivalent anywhere in the Venue without the prior consent of the Authorised Officer.
- 6.23. Not install, alter, remove, add or otherwise interfere with any fittings or appliances in the Venue without the prior approval of the Authorised Officer.
- 6.24. Comply with the requirements of any professional regulatory body in respect of the engaging or employment of any musicians, actors or other professionals in connection with the Event with particular reference to:
 - 6.24.1. Conditions of employment; and
 - 6.24.2. Minimum fees payable.
- 6.25. Give as much notice as possible of any particular requirements for disabled patrons or performers in order that the Authorised Officer may use all reasonable endeavours to meet those requirements.
- 6.26. Not make any arrangements for carrying out any work at the Venue in connection with the Event except with the prior approval of the Authorised Officer.
- 6.27. Note that the Council regularly displays art works of varying types in and around the Arts Centre. Hirers should be aware that these displays may contain life drawings and other images which may challenge some customer's sensitivities. The Council reserves the right to display such art works within the Arts Centre at all times.
- 6.28. Comply with instructions issued by the Authorised Officer.

7. YOUR DEFAULT

- 7.1. Where you do not provide:
 - 7.1.1. Sufficient staff under the terms of any licence or regulations and/or
 - 7.1.2. Staff that (in the reasonable opinion of the Authorised Officer) are sufficiently experienced or trained in the tasks required of them then the Authorised Officer in their absolute discretion reserves the right to engage whatever professional staff are deemed by the him to be necessary in the interests of safety, proper control and good management of the Event at your cost.
- 7.2. Where you do not:
 - 7.2.1. Meet your insurance obligations under clauses 8 & 9 and/or
 - 7.2.2. Comply with any of your obligations under clause 6 or schedule 2.

This Agreement may at the discretion of the Authorised Officer be terminated. Any sums outstanding at the date of termination whether by reason of default or otherwise shall become due on that date.

8. INDEMNITIES

- 8.1. You shall indemnify the Council against all liability for costs, fees, damages, expenses or other loss incurred as a result of any claim whatever:
 - 8.1.1. by any Agent to the Venue associated with the Event or
 - 8.1.2. by any Agent employed or engaged by the Hirer or
 - 8.1.3. by any person employed or engaged by the Council to provide services on the Hirer's behalf under the terms of this Agreement in connection with the presentation of the Event at the Venue except where the claim is due to the Council's negligence; and/or
 - 8.1.4. as a result or consequence of a breach by you of any of the terms of this Hire Agreement particularly but without prejudice to the generality of the foregoing of copyright provisions under clause 6.15; and/or
 - 8.1.5. as a result of damage caused to the Venue during the Period of Hire that is related to your Event.

9. LIMITATION OF THE COUNCIL'S LIABILITY

The Council shall in no event be liable for:

- 9.1. any loss or damage to any of the equipment or other personal items brought into or stored at the Venue by you or by persons employed or engaged by the Council to provide services on your behalf under the terms of this Agreement and you shall be responsible for the security of those items and will take out such insurance as you shall consider necessary in addition to those in 10 below; and/or
- 9.2. Except where the Council has been negligent resulting in the death of or personal injury to any person in so far only as the law allows any other loss or damage to any person or property while at the Venue in connection with the Event during the Period of Hire or such additional period as permitted.

10. INSURANCE

The Hirer must:

- 10.1 Take out and maintain such policies of insurance as are necessary in respect of any equipment or personal items brought into the Venue and for liability arising out of any defect or accident caused whether directly or indirectly by such equipment or personal items; and
- 10.2 Insure potential liability under clause 9 above. Such sum insured to be a minimum of £2,000,000 in respect of any one claim with no maximum level of claims; and
- 10.3 Produce to the Council prior to the Commencement of Period of Hire at the Venue (and subsequently as required by the Authorised Officer to show that the insurance is current and valid) in connection with the Event all policies of insurance and receipts for the last premiums due.
- 10.4 Insurance will be charged at 7% of the hourly rate to organisations and individuals including non-profit making organisations and individuals who do not provide evidence of their own Public Liability Insurance.

11. CANCELLATION

- 11.1 In the event of the cancellation of this Agreement by the Hirer, the Hirer shall forfeit their deposit and
- 11.2. **Rooms, Dance Studio**

61 day or more in advance of the booking	No charge
30 to 60 days in advance of the booking	25% of hire fee
29 to 15 days in advance of the booking	50% of hire fee
Within 14 days before the booking	Full hire fee & any extra costs accrued by the Council
- 11.3. **Elliott Hall & Travellers Studio**

At any time after confirmation of booking	25% of hire fee
Within 90 days before the booking	50% of hire fee
Within 14 days before the booking	Full hire fee & any extra costs accrued by the Council
- 11.4. The Council may cancel the Agreement without any liability to pay any compensation:
 - 11.4.1. at any time before the Commencement of Period of Hire if in the reasonable opinion of the Authorised Officer the Event is likely to cause offence to members of the public; or
 - 11.4.2. for any reason giving not less than 3 months notice; or
 - 11.4.3. if in the opinion of the Authorised Officer the Event or any part of it renders the Venue unsafe and unusable; or
 - 11.4.4. if the Hirer fails to include details of technical requirements and risk assessments seven weeks prior to the date of the Event

11.5. The Council ensure all monies deposited by you are returned if it is necessary to cancel the Event for any reason giving less notice than the period stated in this clause 11.

12. MANAGEMENT RIGHT OF ENTRY

12.1 All officers duly authorised by the Council shall have right of entry at all times to all parts of the Venue for the conduct of management business.

13. NON-TRANSFERABILITY

13.1 This Agreement is personal to the Hirer and is therefore not transferable.

13.2 References in this Agreement to a clause are references where the context so admits to a clause in this Agreement.

13.3 Words of masculine gender include the feminine and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably in that manner.

13.4 The clause and paragraph headings in this Agreement are for ease of reference only shall not be taken into account in the construction or interpretation of the clause or paragraph to which they refer.

14. HUMAN RIGHTS ACT 1998

14.1 The Hirer shall comply and shall procure that its sub-contractors and Agent(s) comply with the Human Rights Act 1998.

15. FORCE MAJEURE

15.1 Neither Party shall be liable to the other in respect of loss or damage or delay from or in performing any of its obligations under this Agreement if the cause of such loss damage or delay shall arise from any Force Majeure event.

15.2 If a Force Majeure event occurs then the Parties will meet and discuss as soon as practically possible, how best to host the Event until the Force Majeure event ceases.

15.3 In this clause 15 'Force Majeure' means:

- o acts of war;
- o acts of God;
- o decrees of Government;
- o riots;
- o civil commotion; and any event or circumstances which is both beyond the control of whichever one of the Parties is affected and which could not have been prevented by acting prudently, diligently or with reasonable foresight.

16. VAT

16.1. All sums payable under this Agreement unless otherwise stated are exclusive of VAT and other duties or taxes.

17. FREEDOM OF INFORMATION ACT

17.1. The Hirer shall acknowledge that the Council is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) and shall provide reasonable assistance to the Council to enable the Council to comply with these information disclosure requirements.

17.2. The Hirer shall provide reasonable assistance as reasonably requested by the Council to enable the Council to respond to a Request for Information within the time for compliance set out in the FOIA and the EIR.

17.3. The Council shall be responsible for determining at its absolute discretion whether:

- a) the information is exempt from disclosure under the FOIA and the EIR; or
- b) the information is to be disclosed in response to a Request for Information.

18. THIRD PARTY RIGHTS

18.1 The Parties hereby declare that no term of the Agreement is intended by the Parties to confer a benefit on any third party (as defined by the Contracts (Rights of Third Parties) Act 1999) nor is it intended to be enforceable by any third party. The provisions of the said Act are hereby excluded.

19. JURISDICTION

19.1 This Agreement and all its provisions shall be considered as an Agreement made in the United Kingdom and shall be construed in accordance with the law of England and Wales. Each Party agrees to submit to the exclusive jurisdiction of the Courts of England as regards any claim or matter arising under this Agreement.

SCHEDULE 2

HEALTH AND SAFETY

It is essential that the following regulations be adhered to. Failure to comply with the regulations will result in termination of this Agreement under the terms of Clause 7.

1. Conduct

1.1. Any instruction given by the Authorised Officer regarding the safety of the audience/attendees shall be put into immediate effect. While at the Venue, you shall comply and shall ensure that your employees/Agents comply with the requirements of relevant Health and Safety and other relevant legislation, including regulations and codes of practice issued thereunder and with the Council's own policies and procedures. You shall ensure the co-operation of your employees/Agents in all prevention measures designed against fire, or any hazards and shall notify the Authorised Officer of any changes in your working practices or other occurrences likely to increase such risks or to cause new hazards

2. Public Safety

- 2.1. Information of any outbreak of fire, however slight, including any kind of ignition, shall at once be communicated to the Authorised Officer or his representative.
- 2.2. All parts of the Venue shall be open to inspection by any Police, Fire Officer or duly authorised representative of the Licensing Authority at any time during the Period of Hire.
- 2.3. It is the Hirer's responsibility to ensure that all staff employed by him are aware of:
 - 2.3.1. the action to be taken in the event of the fire or other emergency; and
 - 2.3.2. the location of the nearest telephone and how to call the Fire Brigade and Police; and
 - 2.3.3. the location of the general and safety lighting switches; and
 - 2.3.4. the location and use of the portable fire-fighting equipment provided; and
 - 2.3.5. the code word or other emergency signal to be used in the event of a fire or other emergency occurring in the Venue; and
 - 2.3.6. the evacuation procedure for the Venue.
- 2.4. The Venue must not be used for the storage of any readily flammable or combustible substance or for any purpose, which is likely to endanger the public.
- 2.5. Every gangway, corridor, passage, lobby, staircase or other designated exit route from the Venue shall at all times be kept entirely free from chairs and/or any other obstruction.
- 2.6. No person shall be permitted to stand or sit in any gangway.
- 2.7. No entertainment involving special risks or danger to the public, the use of explosives or highly flammable substances shall take place except under conditions approved by the Licensing Authority.
- 2.8. All scenery, wings, sky borders, cloths, draperies, gauze cloths, floral decorations, properties hanging curtains, etc, whether on the stage, in the auditorium or in other parts of the Venue, must be rendered and maintained so that they will not readily catch fire (advice on a method of

rendering paper, cloth etc fire retardant may be obtained upon application to the Authorised Officer).

3. Electrical

- 3.1. Temporary electrical installations shall only be installed as approved by the Authorised Officer and Licensing Authority and shall in all cases be installed by a competent electrician. Any and all equipment brought into the Venue must have proof of current Portable Appliance Testing (PAT) as appropriate.

4. Sources of Heat For Catering

- 4.1. Hirers and their Agents are not allowed to bring onto the premises or use in the grounds bottled gas as a source of power for cooking/heating food. Electric powered heating rings may be used. All electrical equipment is subject to proof of current Portable Appliance Testing (PAT) as appropriate.

5. Petrol Engines

- 5.1. No petrol or similar engine shall be used or fixed in any part of the Venue without the express written consent of the Authorised Officer and Licensing Authority.

6. Smoking

- 6.1. Smoking shall be forbidden in the Venue. Should smoking be required in connection with a performance, a responsible person shall be appointed to ensure that all lighted ends and embers are extinguished after use. Real flame shall not be used unless it is essential to the action of the play and in such case not less than seven weeks notice shall be given to the Authorised Officer of the intention to make use of flames.

7. Wheelchairs

- 7.1. Wheelchairs must only be sited in the areas as specified by the Authorised Officer and Licensing Authority.
- 7.2. If a wheelchair user requires assistance in order to leave the building in the case of emergency evacuation, the wheelchair user must be accompanied by an able bodied adult person who shall be responsible for assisting the person they are accompanying out of the Venue in an emergency

8. Capacity

- 8.1. The number of persons permitted at the Venue at any one time shall not exceed those stated in any licences issued by any duly authorised body.

9. Accident Reporting

- 9.1. Hirers must inform the Authorised Officer if they are aware of an accident at the Venue and must co-operate with any investigation, this will contribute to avoiding the prevention of similar accidents or incidents in the future.

10. Notifiable Accidents

- 10.1. All notifiable accidents shall immediately be brought to the attention of the Authorised Officer in order to meet the requirements of "The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR)" or any other regulations or codes of practice.