

Conditions of Hire



Operated by South Lakeland District Council

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Conditions of Hire - Coronation Hall

LIST OF ROOMS

- **Main Hall** - 68' x 56'
- **Supper Room** - 49' x 20' + 3 large alcoves
- **Ante Room** - 20' x 19'

Technical specification available on request

For further information, please contact:

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This document contains information for those wishing to hire facilities at the Coronation Hall and should be read in conjunction with a leaflet giving details of charges etc. for specific facilities.

Hirers should note that all users must abide by such general regulations relating to the use of the Hall as may be displayed there.

I. BOOKINGS

All applications for the hire of the facilities should be made to the Manager on the appropriate booking form at least one month before the proposed date of hiring except in circumstances approved by the Manager.

- (2)** The person by whom the form is signed must be over 18 years of age and shall be deemed to be the hirer. The Council reserve the right to refuse any application for the use of the facilities without explanation or to cancel a letting.
- (3)** Any alterations to the details of a booking or seating arrangements must be notified to the Manager at least 3 working days before the event is due to take place otherwise an Administration charge may be incurred.

2. PAYMENT OF CHARGES

- (1)** A deposit may be requested to accompany the booking application at the discretion of the Manager.
- (2)** An invoice for the total hire charge (or balance if deposit paid) must be paid within 3 weeks of receipt.
- (3)** The Council may increase the scale of charges payable for the use of the facilities and, in such event, the hirer will be liable to pay those charges which are current at the date for which the premises have been booked.
- (4)** The cost of any damage, extra cleaning, extra time or other expenses incurred will be added to the total hire charge.
- (5)** The hirer is responsible for paying for any Performing Rights Society fees.

3A. CANCELLATIONS BY THE COUNCIL

- (1) The Council reserve the right, at their absolute discretion to cancel a booking should they: -
- (i) before a function commences, require the use of the facility owing to unforeseen circumstances or in any emergency; or
 - (ii) consider that the function is likely to prove to be of an objectionable or undesirable character; or
 - (iii) consider that the facilities are unfit for use; or
 - (iv) be unsatisfied with the evidence of insurance produced by the hirer in accordance with Clause 4; or
 - (v) for any other reason whatsoever.

In the event of such a cancellation the total charges paid by the hirer will be refunded, but the Council shall not be held liable to pay any compensation to the hirer or any other person in respect of the cancellation.

- (2) The hirer is required to acknowledge the right of the Council's authorised officers to enter the premises at any time during the hiring.
- (3) The Council reserve the right to terminate any letting or series of lettings immediately if the hirer fails to observe or perform any of these conditions or regulations but without prejudice to any right or remedy which the Council may have against the hirer under these conditions and the Council may retain the charges paid by the hirer.

3B. CANCELLATION BY THE HIRER

- (1) Any cancellation by the hirer must be notified to the Manager in writing as soon as possible.
- (2) In the event of any cancellation by the hirer, the following terms shall apply: -
- (i) more than 28 days notice – the hirer shall pay 10% of the hire charge will be payable to cover administration;

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- (ii) less than 28 days notice – the hirer shall pay 50% of the hire charge;
 - (iii) less than 7 days notice – the hirer shall pay the full hire charge.
- (3) In addition, the hirer shall also pay any extra charges incurred by the Council or on behalf of the hirer in connection with the cancellation.

4. LIABILITY AND INSURANCE

- (1) The Council accept no liability whatsoever for damage, loss or theft of goods or property brought onto the premises and belonging to the hirer or any other persons using the premises, howsoever caused.
- (2) The Council accept no liability and the hirer alone shall be responsible for any death or personal injury suffered by the hirer or any other person using the premises during the period of hire (except where the same is due to the negligence of the Council or their employees).
- (3) The hirer shall be liable for and shall pay the cost of making good any damage to the Council's premises or any damage, loss or theft of any goods, equipment or property whatsoever belonging to the Council which shall be caused by the hirer or any other person using the premises during the period of hire.
- (4) The hirer shall indemnify the Council against,
 - (i) any liability which, notwithstanding the provisions of this Clause, the Council may incur in respect of any death or personal injury (caused otherwise than by the negligence of the Council or their employees) or any damage, loss or theft of any goods belonging to the hirer or any other person; and
 - (ii) all claims and liability suffered or incurred by the Council arising out of any non-observance or non-performance of the terms of these conditions of hire or any Regulations or any Act of Parliament by the hirer, his servants or agents.
- (5) The hirer shall maintain an adequate policy of insurance to cover any liability which he may incur to the Council under the terms of this Clause

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and shall produce written evidence of that policy of insurance to the Manager prior to the event. Failure to do so will result in the hirer being charged an additional amount for the Council's Public Liability Insurance.

5. TEMPORARY CLOSURE

In the case of any breakdown or failure of the power, fuel or water supply, fire, water leakage or any accident or occurrence rendering necessary the closing of the facility, or an interruption or any engagement, either before or during any function, or of any repairs or renewals consequent upon such breakdown etc., the hirer agrees that the Council shall not be liable for any loss or claims arising from such closure of the Hall or its facilities.

6. USE OF THE PREMISES

- (1) The period for which the facilities are booked, and for which the hire charges shall be payable, must include such additional time as is necessary to provide change of room or removal of equipment (including the setting out and removal of seating, scenery and stage units) in connection with the booking.
- (2) The hirer shall not use the facility on hire for any other purpose than that specified on the booking form.
- (3) The hirer shall not assign or sub-let the benefit of the hiring without the written permission of the Manager otherwise the booking will be cancelled and all fees forfeited. No equipment or fittings of the Hall or the structure shall be altered or interfered with without the Manager's consent. No noxious thing shall be brought onto the premises.

7. SMOKING

- (1) The theatre is non-smoking.
- (2) Any other rooms/layout can be smoking/non-smoking at the discretion of the hirer.

8. LIMIT OF ADMISSION

- (1) The number of persons to be admitted by the hirer shall be that stipulated by the Council at the time of the booking, and the hirer shall keep a record of the number of persons admitted, to be available for inspection at all times during the hiring.
- (2) Unless the Council indicate to the contrary, the maximum number of people to be admitted to the premises shall be as follows: -

	No. of Persons	
(a) Close seated audience	Main Hall	460
	Theatre style	Balcony
		<u>176</u> 636
(b) Audience seated at tables and chairs—cabaret style	Main Hall	280
	Supper Room	90
(c) Dancing use – peripheral Seating only	Main Hall	460
	Supper Room	110
	Standing only	Main Hall

9. ANIMALS

With the exception of guide dogs for the blind/assistance dogs, no animals shall be allowed to enter the premises without the Manager's permission.

10. PHOTOGRAPHS

No camera, video camera or other photographic equipment may be brought into the Hall for commercial purposes without the Manager's permission.

11. FIRST AID

The hirer is responsible for the provision of all medical attendants and equipment.

12. RIGHT OF ADMISSION

The Manager reserves the right at his/her absolute discretion to refuse or direct the hirer to refuse the admission of, or to evict, any person from the Hall without any reason, and shall not be liable to pay any compensation to the hirer arising from such exclusion.

13. GOOD ORDER

- (1) The hirer shall be responsible for good order being kept throughout the period of the hiring, and the Council may charge the hirer for any expense incurred to preserve order prior to, during or after any function.
- (2)
 - (i) Stewards (registered door person) over 18 years of age and wearing distinguishing badges shall be provided by the hirer and shall be on duty throughout the event as follows: -

Minimum numbers Theatre style – 9, (2 at the door and in the foyer, 3 in the main hall and 2 in the balcony and 2 in supper room) – per hiring. Pop/Rock concerts – 10, including 2 female, (2 at the front of the stage, 3 at the door and in the foyer and toilet area, 2 in the Balcony if in use, 2 in the main hall, 1 in the supper room if in use).
 - (ii) The name and address of each proposed steward/registered door person must be submitted to the Manager for approval at least 7 days prior to the date for which the premises have been booked and no person shall act as a steward unless his appointment has been approved. Stewards to accept and sign for Hall instructions.
 - (iii) The hirer and the stewards shall supervise the passage of all persons to and from the premises especially in an emergency and ensure all exits including emergency exits remain unobstructed, and all corridors kept free from obstruction.
 - (iv) At least two stewards must be conversant with all details governing the prevention of fire, exits etc. in the Hall.

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- (v) On failure to provide the requisite number of stewards, the Council may engage such persons as necessary for these purposes and charge the hirer accordingly.
- (3) The hirer/steward/registered door person shall not admit to the premises or shall remove any person who is not in a fit state to conduct him or herself properly.
- (4) The hirer or member of staff on duty should ensure that any band/musical production does not use excessive amplification and take steps to reduce it if necessary.
- (5) The level of illumination in the Hall shall be such at all times that stewards can clearly observe, and shall be to the satisfaction of the Manager.

14. HAWKERS, VENDORS

No unauthorised vendor, collector, hawker or canvasser shall be admitted to the Hall.

15. BROADCASTING AND FILMING FACILITIES

The Hall is not licensed under the Cinema Act. Only certain film exhibitions exempted by the Act can therefore be permitted, subject to the Conditions of the Act.

16. VACATION OF PREMISES

The hirer shall ensure that the hired facilities and any equipment used are left in a tidy and orderly condition at the end of the period of use. All goods belonging to the hirer or in connection with his hiring must be removed from the room or facilities booked and from the Hall by the end of the period booked, unless previously agreed with the Manager. Any items left will be deemed as rubbish and disposed of.

17. LICENCES AND STATUTORY REQUIREMENTS

The hirer must: -

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- (1) Observe the conditions contained in the Licence granted to the Council;
- (2) Produce a Risk Assessment of the event; and
- (3) comply with any bylaws and statutory requirements relating to the Hall or to the purpose of hire.

18. GAMBLING

No sweepstake, raffle or other form of lottery shall be promoted, conducted or held on the premises unless the Manager's prior approval in writing has been given and the relevant statutory licence or permit has been obtained.

19. SAFETY, TECHNICAL REQUIREMENTS, SCENERY AND DECORATIONS

- (1) The stage lighting shall be operated by a trained and experienced person only, to be named in advance and approved by the Manager. No person shall attempt to interfere with any gas or electric fitting, meter or other equipment.
- (2) No additional lighting or extensions from the electrical supply sockets, or light fittings shall be used without the previous consent of the Manager. Any additions must be authorised by the Technical Manager.
- (3) No scenery or draperies shall be used on the stage unless they are of a fire-proof material and a certificate to that effect is furnished to the Manager by the scenery fitters. In the absence of a certificate the Council reserve the right to carry out a standard flame test at any time, and to prevent the use of materials and fabrics not satisfying the test.
- (4) No decorations, advertisements, posters, flags, emblems or other interior decorations may be displayed without the Manager's consent. Any such decorations duly authorised shall not consist of flammable material. The Council reserve the right to remove any unseemly or unsightly decoration. The hirer shall comply with any recommendation made to him by the Fire Officer of Cumbria County Council. Any damage caused

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by any permitted display shall be paid for by the hirer.

- (5) Cotton wool, or other highly inflammable material shall not be used for the costumes of the performers or the decoration of the premises, unless rendered non-inflammable.
- (6) Real flames shall not be employed on the stage except with the consent of the Technical Manager.

20. COPYRIGHT

No copyright work shall be performed or reproduced in any manner in connection with any public function unless the hirer has first obtained the licence of the owner of the copyright and the hirer shall indemnify the Council against any infringement of copyright occurring during the hiring.

21. MUSIC

No records, CD, Minidisc, tape, radio etc. may be played in the Hall unless the hirer has first obtained a licence from Phonographic Performance Limited of 62 Oxford Street, London W1N 0AN, and the licence produced in advance to the Manager. The hirer shall indemnify the Council against any claim made against the Council in the absence of a licence.

22. CATERING AND BAR

- (1) The Council reserve the exclusive right of sale of all alcoholic liquor. No refreshments of any description may be brought into the Hall by a hirer or user for consumption or resale except with the Manager's consent.
- (2) Catering and bar facilities can be booked when making application for the use of the premises.

23. MEALS AND THE FOOD SAFETY ACT 1990

It is the responsibility of the hirer or their caterer to comply with the requirements of the Food Safety Act 1990 and associated hygiene and

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temperature regulations. Any questions relating to compliance with the law should be discussed with a member of the Food and Occupational Health Group of the Council at South Lakeland House.

24. COMPLAINTS

Any complaints with regard to the management and control of the premises must be made in writing to the Manager within seven days of the complaint arising.

25. THE RIGHT TO SELL TICKETS

The Council reserve the right of sale of tickets on behalf of the hirer at the Hall for advance booking in respect of any event for which the Hall or part of it has been hired. The Council reserve the right to charge a commission for the sale of tickets, or merchandise to be sold on the premises by the hirer.

26. MODIFICATIONS OF CONDITIONS

The Council reserve the right to modify or vary any of these Conditions or to impose special conditions where the nature of any application so demands.

27. CONSENTS

Any consent or approval by the Council or the Manager under these conditions must be in writing under the hand of the Manager.

28. SUPPLY OF INFORMATION

The hirer shall, if so requested, supply to the Manager the names and addresses of persons taking up any booked period under the hiring and the age of any of them who are minors.

29. CHILDREN

- (1)** All children must be supervised at all times while in the Hall.
- (2)** When the majority of persons admitted are children under the age of 16 a sufficient number of attendants being not less than one for each exit shall be present to control the movement and take precautions for the Safety of the children.
- (3)** At any performance no child shall be permitted to occupy any seat in the front row of any balcony unless accompanied by and in the charge of a person who appears to have attained the age of 16 years.
- (4)** Children apparently under compulsory school age shall not be allowed to enter or be on the licensed premises unless accompanied by a parent or bona fide adult guardian. Children apparently of compulsory school age shall not be allowed to enter or be on the licensed premises after 10.00pm unless accompanied by a parent or bona fide guardian.

30. HYPNOTISM/CLAIRVOYANCE

No exhibition, demonstration or performance of hypnotism/clairvoyance on any person shall be given.

31. ADVERTISING

South Lakeland District Council and The Coronation Hall reserves the right to display and/or project selected adverts before, during and/or after an event. Adverts will normally be projected on to the Safety Curtain.

**For further information please contact the Manager,
Janet Ridal,
Coronation Hall, County Square,
Ulverston,
Tel: 01229 588994
E-mail: corohall@southlakeland.gov.uk**

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