

# **STANDARD CONDITIONS FOR HIRE OF THE GUILDHALL, SANDWICH, KENT**

## **1. Definitions and interpretation**

In these Conditions:-

- 1.1 Terms defined in the Agreement to which these Conditions are annexed (“the Agreement”) have the same respective meanings in these Conditions
- 1.2 Words importing one gender shall be construed as importing any other gender
- 1.3 Words importing the singular shall be construed as importing the plural and vice versa
- 1.4 References to persons include bodies corporate
- 1.5 Any undertaking by the Hirer not to do an act or thing shall be deemed to include an obligation not to permit or suffer such an act or thing to be done by another person
- 1.6 References to “the Hall” save where the context otherwise requires include the ancillary areas that the Hirer is permitted to use pursuant to Condition 3
- 1.7 The headings above and below do not form part of these Conditions and shall not be taken into account in their construction or interpretation
- 1.8 Any reference to a specific statute includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to “statute” includes any regulations or orders made under such statute or statutes

## **2. Corporate Hirer**

If the Hirer is a corporate body the Hirer must not later than 7 days before the commencement of the Period of the Hiring notify to the Council in writing the name address and telephone number of an individual who will be personally responsible to the Council for the obligations of the Hirer under the Agreement jointly and severally with the Hirer

## **3. Facilities**

- 3.1 Use of the Hall includes use of the foyer solely for the purposes of access to the Hall and cloakrooms associated with it
- 3.2 The Fee includes the heating and lighting and fittings and furniture as necessary

- 3.3 Tables are available for use at functions subject to the Hirer being responsible for their setting out as required and subsequent removal and stacking in accordance with the requirements of the Guildhall staff
- 3.4 Use of the pull-out stage (if applicable) is strictly subject to the consent and consultation of the Guildhall staff
- 3.5 Guildhall staff will only be in attendance at the Guildhall for initial entry (at a time to be agreed) and for a period of not more than 1 hour before the end of any function

#### **4. User**

- 4.1 No part of the Hall is to be used for any purpose other than the Purpose of the Hiring
- 4.2 No part of the hall is to be used for any unlawful purpose or in any unlawful way
- 4.3 No animal is to be brought into the Hall or allowed to enter the Hall without the consent of the Council
- 4.4 The Hirer shall be restricted to use of the Hall only (being those rooms specifically hired) and shall not make use of any other rooms within the Guildhall building
- 4.5 No function shall continue after 11.45 p.m. and the Guildhall building is at no time open or available for use on Sundays
- 4.6 No confetti or similar product shall be thrown within the buildings and no French chalk or similar products shall be used on the Hall floors
- 4.7 The Hirer is to take care at all times to protect the carpet in the Hall from spillages and damage
- 4.8 The Guildhall staff reserve the right to refuse admission in relation to any hiring
- 4.9 Under no circumstances are the doors to balconies from the main Hall in the Guildhall building to be opened

#### **5. Safety Requirements**

- 5.1 Where the hiring includes use of the kitchens the Hirer must ensure proper knowledge as to the safe use of the equipment and all stores and supplies to the kitchen provided by the Hirer or outside contractor shall be brought in on the trolleys provided

- 5.2 All provisions for use or sale in the bar area shall be brought up on the trolleys provided
- 5.3 Use of candles and/or naked flames in the Jury Room and rooms beyond is prohibited at all times. The use of candle and/or naked flames in the newer part of the building will be at the discretion of the Trustees of Sandwich Toll Bridge Fund
- 5.4 In accordance with safety requirements all chairs must be linked wherever possible particularly in connection with concert or theatre style events subject to the provision of adequate space to allow for emergency evacuation of the building
- 5.5 It is the responsibility of the Hirer to carry out a risk assessment for their event or function in relation to which particular attention must be given to ensuring that all persons attending the event or function can be evacuated safely from the building and suitable Criminal Records Bureau (CRB) checks where minors are to be in attendance

## **6. Electrical equipment**

- 6.1 No lighting heating power or other electrical fittings or appliances in the Hall are to be altered moved or in any way interfered with
- 6.2 No additional lighting heating power or other electrical fittings or appliances are to be installed or used without the prior consent of the Council
- 6.3 The control of lighting is the responsibility of Guildhall staff but the Hirer shall be responsible for ensuring a working knowledge of their controls. Where stage lighting or amplification equipment is required it may only be used subject to consultation with the Guildhall staff
- 6.4 Hirers and their appointed stewards must ensure at all times that the noise level of any amplified instrument is kept within reasonable limited. Hirers and their stewards are responsible for informing any band or disco engaged by them that sound control systems operate within the Main Hall and Grand Jury Room and under no circumstances are power supply points outside the rooms hired to be used. When hiring the Main Hall, all sound generating equipment must be placed in the stage area only
- 6.5 No smoke making appliances may be used in connection with any entertainment or otherwise provided within the Guildhall building
- 6.6 The electric piano shall not be moved or placed on the stage other than with the prior consultation of Guildhall staff
- 6.7 All portable electrical equipment brought onto the premises by commercial organisations must be Portable Appliance Tested. All portable electrical items brought onto the premises by non-commercial hirers must be in a safe and serviceable condition

## 7. Supervision

- 7.1 In the case of parties dances or similar events the Hirer must provide two named stewards whose details must be provided at the time of booking and who must make themselves known to the Guildhall staff before the commencement of any function for which the Hall is hired. The stewards are to be aware of the Conditions of Hiring the Guildhall (the requisite copy of which is on display at the Guildhall or available from the Clerk to the Trustees). They must ensure that the number of persons attending the function complies with the Conditions of Hiring and otherwise enforce the Hiring Conditions and they must both be present throughout the entire duration of the function or event for which the Hall is hired
- 7.2 During the period of the hiring the Hirer and/or their stewards are to be responsible for:-
- 7.2.1 the efficient supervision of the Hall including (but without prejudice to the generality of the above)
    - (a) the effective control and supervision of children
    - (b) to ensure that only authorised and invited persons attend the function
    - (c) to periodically check the condition of the toilets
    - (d) to inform the Guildhall staff before leaving the building at the end of the function or event
    - (e) To ensure that no power supply points outside the rooms hired are used and that there is no misuse of the sound control systems
  - 7.2.2 the safety of the Hall
  - 7.2.3 the preservation of good order and decency in the Hall
  - 7.2.4 to be aware of the procedures in case of fire and the situation of fire exits alarms and extinguishers details of which are on display on both floors
  - 7.2.5 to ensure that fire exits are kept clear unfastened and unobstructed and to ensure no obstruction is placed or allowed to remain in any corridor giving access to the Hall
  - 7.2.6 in case of emergency to ensure that all persons attending the function are accounted for and safely evacuated from the building (in case of emergency they should contact Guildhall staff and telephone emergency services on 999). Contact numbers for appropriate Guildhall staff are on display in all rooms for hire

## **8. Decorations and advertising**

- 8.1 No posters boards notices signs flags or other emblems or advertisements are to be displayed inside or outside any part of the Hall without the previous consent of the Guildhall staff
- 8.2 No posters boards signs flags etc. to be attached or fixed to any part of the Hall by means of bolts nails tacks screws pins or otherwise
- 8.3 The Council reserves the right to remove any permitted posters boards signs flags or other emblems or advertisements which may become so dirty or torn as to be untidy or unsightly
- 8.4 Fly posting is not to be carried out in contravention of the Town and County Planning legislation
- 8.5 No decorations shall be put up in any part of the Hall other than with the previous consent of the Council and no cotton wool or highly inflammable material is to be used for decoration or other purposes
- 8.6 All advertising material for any events to be held at the Guildhall shall be subject to the prior approval of the Clerk to the Council and any failure to obtain such prior approval shall entitle the Council to cancel the hiring and retain the whole of the fee

## **9. Maximum number to be admitted**

The maximum number of persons to be admitted to any function shall under no circumstances exceed the numbers as set out below subject to the proviso that the maximum number of persons who may be admitted to the Guildhall building at any one time shall not exceed 200 and for the avoidance of doubt this shall include catering, bar and entertainment staff

		Maximum
Grand Jury Room	Dinners	85
	Dances and Meetings	100
Main Hall and Bar	Dinners	190
	Dances and Meetings	200
Meeting Room	Meetings	50
Council Chamber	Meetings	40
	Dinners	40
Court Room	Meetings	60
Reception Room	Meetings	30

## **10. Statutory Requirements**

- 10.1 The Hirer must not do or permit any act matter or thing which would or might constitute a breach of any statutory requirement affecting the Hall or which would or might vitiate in whole or in part any insurance effected in respect of the Hall
- 10.2 The Hirer must comply with all conditions and regulations made in respect of the Hall by the Fire Authority and a copy of these will be supplied to the Hirer on request

## **11. Public Entertainment/Stage Play Licences**

The Hirer must comply with all the conditions and stipulations of the Council's Public Entertainments and/or Stage Play Licences for the Hall (so far as the same may be relevant)

## **12. Copyright works**

- 12.1 In the use of the Hall the Hirer is not to infringe any copyright or allow any copyright to be infringed
- 12.2 If the use of the Hall will involve the performance of any musical or dramatic works or the delivery in public of any lecture in which copyright subsists it will be the responsibility of the Hirer to obtain prior to the Period of the Hiring the consent of the owner of the relevant copyright and to pay all composers authors publishers and other fees or royalties which may be payable in respect of the function
- 12.3 The Hirer must supply to the Council for approval (if so required) a copy of the programme of any entertainment to be given at the function not less than 7 days before the Period of the Hiring and must provide such evidence as the Council may require of compliance with this Condition

## **13. Broadcasting and filming**

The Hirer is not to grant broadcasting or filming rights without the prior consent of the Council but cameras may be brought into and used inside the Hall for private (but not commercial) purposes provided that no nuisance or annoyance is occasioned

## **14. Film exhibition**

The Hirer is not to use any part of the Hall for the purposes of a film exhibition or permit any part of the Hall to be used for those purposes (without the prior consent of the Council)

## **15. Gambling**

No sweepstake raffle tombola or other form of lottery is to be permitted to take place in the Hall except a lottery:

- 15.1 which is lawful under the Lotteries and Amusements Act 1976 (as amended)
- 15.2 for which the prior consent of the Council has been obtained and
- 15.3 which is conducted strictly in accordance with the relevant statutory provisions

## **16. Liquor**

On every occasion the Hirer wishes alcoholic drinks to be sold a personal licence holder must be present and make himself or herself known to the Guildhall staff if requested to do so. It is the sole responsibility of the Hirer to ensure that a personal licence holder is present for the entire duration of the function. Failure to comply with this condition means no alcoholic liquor may be sold during the course of the function. Under no circumstances is alcohol to be purchased for supplied or served to under 18's

## **17. Smoking**

Smoking is not permitted in any part of the Hall itself the foyer any corridors leading to the Hall or the archway outside the main doors. Receptacles for the disposal of cigarette stubs are located on the outside walls of the Guildhall adjacent to both entrances to the archway. Hirers should ensure that cigarette stubs are disposed of in an appropriate manner

## **18. Expiration of Period of Hiring**

At the expiration of the Period of Hiring the Hirer is to leave the Hall in a clean and orderly state free of litter and in particular (but without prejudice to the generality of the above):

- 18.1 the Hirer is to remove all catering bar musical equipment and stock and all other equipment previously brought in by or on behalf of the Hirer and
- 18.2 to ensure that all tables supplied by the Council are duly folded and all chairs duly stacked
- 18.3 The stewards must be the last to leave the building at the expiration of the hiring and inform the Guildhall staff before doing so in order that they may check the Hall has been left in the condition as required above

**19. Agreement personal to Hirer**

The benefit of the Agreement is personal to the Hirer and not assignable or capable of being sub-hired

**20. Damage to Council property**

The Hirer is to take good care of and not cause any damage to be done to the Hall or to any fittings equipment or other property in the Hall and the Hirer is to make good and pay for any such damage caused by any act or neglect of the Hirer or anyone for whom the Hirer is responsible or anyone permitted by the Hirer to enter the Hall

**21. Injury to persons and loss of property**

21.1 The Council will not be liable for death or injury to any person attending the Hall for the function the subject of the hiring or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement except where such death injury or loss is due to the negligence of the Council.

21.2 The Council will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought into or left at the Hall either by the Hirer for his own purposes or by any other person or left or deposited with any officer or employee of the Council

21.3 All personal possessions are left entirely at the risk of the Hirer and guests

21.4 The Hirer will indemnify the Council against all such liabilities as are mentioned in this Condition 21.1 – 21.4

**22. Further exclusions of liability**

22.1 The Council will not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the Hall to be temporarily closed or the hiring to be interrupted or cancelled

22.2 The Council gives no warranty that the Hall is legally or physically fit for any specific purpose

**23. Right of entry**

The Council reserves the right for duly authorised members or officers or employees of the Council to enter the Hall at any time for any authorised purpose



**24. Cancellation by the Hirer**

- 24.1 If the Hirer wishes to cancel the hiring in whole or in part the Hirer must give to the Council notice to that effect
- 24.2 If such notice is given not later than six weeks prior to the Period of the Hiring then the Council will refund to the Hirer 50% of the full hiring fee otherwise the Council will be entitled to retain the whole of the fee subject to a discretion in exceptional circumstances and upon receipt of a written application to the Council they may in their absolute discretion vary this Condition

**25. Cancellation by the Council**

- 25.1 The Council may cancel the hiring if the Hall is required for any purpose in connection with a Parliamentary or local government election or if the Hall is rendered unusable by any such event as is mentioned in Condition 23.1
- 25.2 If the hiring is cancelled for any such reason as is mentioned in Condition 25.1 the Council will give to the Hirer the maximum practicable notice and refund the fee but will not otherwise be liable to the Hirer

**26. Breach by the Hirer**

If the Hirer fails to observe and perform any of these Conditions the Council may:

- 26.1 charge to and recover from the Hirer any expenses incurred by the Council in remedying any such failure including the cost of employing attendants workmen cleaners or other persons as may be appropriate and
- 26.2 Cancel the instant or any other hiring of the Hall by the Hirer without incurring any liability to the Hirer for the return of any fee or otherwise

**27. Complaints**

Any complaint arising out of the hiring must be made in writing to the Council within 3 days after the expiration of the Period of the Hiring

**28. Council to act by its officers**

The Council may act through any authorised officer and references in these Conditions to any approval discretion consent or requirement of the Council are deemed to be references to the approval discretion consent or requirement of any such officer and anything which the Hirer is required to produce to the Council is to be produced to such officer

## **29. Notices**

All notices demands or requests by either party to the other shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address of the Hirer specified in the Agreement in the case of a notice demand or request to the Hirer and to the Town Clerk to the Council at the Town Clerk's Office Guildhall Cattle Market Sandwich Kent in the case of a notice demand or request to the Council

## **30. General**

- 30.1 A security deposit of £100 payable in advance is required for all bookings
- 30.2 The Council reserves the right to refuse any booking at its absolute discretion without giving reasons
- 30.3 The Council may within its absolute discretion waive or vary any of the above Conditions in respect of any given hiring

## **IF YOU DISCOVER A FIRE**

- (a) **IMMEDIATELY** operate the nearest fire alarm call point and shout “**FIRE**”
- (b) **EXIT THE BUILDING** using the nearest safe exit and proceed to the assembly point which is the **GUILDHALL FORECOURT**
- (c) **TELEPHONE THE FIRE BRIGADE**

## **ON HEARING THE ALARM OF FIRE**

- (a) **EVACUATE** the building **IMMEDIATELY** using the nearest safe exit and proceed to the assembly point, which is the **GUILDHALL FORECOURT**
- (b) **THE FIRE BRIGADE** to be called **IMMEDIATELY**

**DO NOT STOP TO COLLECT PERSONAL BELONGINGS**

**DO NOT RE-ENTER THE BUILDING**

## DUTIES OF STEWARDS

1. To be aware of the Conditions of Hiring Guildhall (copy on display at Guildhall or available from the Clerk to the Trustees) and to ensure that the number of persons attending a function complies with the Conditions of Hiring.
2. To be aware of procedure in case of fire and of situation of Fire Exits, alarms and Extinguishers, details of which are on display on both floors.
3. To ensure that Fire Exits are kept clear at all times.
4. To ensure that only authorised and invited persons attend the function.
5. To ensure that no power supply points outside of the room(s) hired are used and there is no misuse of the sound control systems.
6. To ensure that any children at a function are properly supervised and controlled.
7. Periodically during a function to check the condition of the toilets.
8. To inform the Guildhall staff before leaving the building at the end of the function.
9. IN CASE OF EMERGENCY contact the Guildhall staff and telephone the Emergency Services on 999. Contact telephone numbers for the appropriate Guildhall staff are on display in rooms for hire.
10. IN CASE OF EMERGENCY to ensure that ALL persons attending the function are accounted for and safely evacuated from the building.

**(Please ensure that the two stewards complete this sheet and return with your agreement)**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



1.4 “the Purpose of the Hiring” means (Please enter nature of function)  
.....

1.5 “the Standard Conditions” means the Council’s Standard Conditions of Hire a  
copy of which is annexed to this Agreement

**2. Hiring**

In consideration of the Fee now paid by the Hirer (receipt of which the Council  
acknowledges) the Council agrees subject to the Standard Conditions to permit the  
Hirer to use of the Hall for the Purpose of the Hiring during the Period of the Hiring

**3. Obligations of the Hirer**

The Hirer agrees with the Council to observe and perform the Standard Condition

.....  
The Hirer