



## Terms of Hire

### Deposit

1. All bookings require a completed booking form and non-refundable deposit of 25% of the hire fee. Until both are received, the booking will not be confirmed. For single events, the deposit will be deducted from the balance invoice. For series bookings, the deposit will be deducted from the final event invoice.
2. Once a completed booking form has been received, the hirer will be advised how much deposit to pay. The hirer will be given 7 days in which to make this payment.
3. A security deposit will also be required, which will be returned to the hirer no later than 28 days after the hire period, provided no damage or loss has been caused during the period of hire. The amount will be agreed at time of booking, and **must** be received no later than one calendar month prior to the event. Where the Memorial Hall sound and light equipment is hired, the security deposit will be £250.
4. Bookings made less than 21 days in advance will only be accepted with a completed booking form and full payment.
5. Provisional bookings may be made, and will be held for 14 days. If a completed booking form is not received within this time, the provisional booking will be cancelled **without notice**.

### Opening and Closing the Hall

6. A member of staff from Dereham Town Council will meet the hirer at the hall to unlock. A safety briefing will be provided and the hirer is required to sign that they have understood the instructions. The hirer will not normally be given any keys, and so it is the hirer's responsibility to make sure the hall is occupied **at all times** during the hire period. A member of staff will return at the end of hire to lock up.
7. Where a key is provided for the hirer to use, full instructions will be given on the locking and unlocking procedure. The Hall should never be left unlocked if unoccupied. At the end of the hire period, keys should either be returned to the bar staff (if present) or the locking up instructions followed so keys are left inside the Hall and not taken away.
8. If the hirer is late, and reasonable notice has not been given, a £40 surcharge will be charged. Dereham Town Council staff will wait no more than 30 minutes beyond the agreed hire start time. Dereham Town Council accepts no responsibility for losses, damages, or disappointment where a hirer has to cancel or delay the start of an event as a result of not arriving at the agreed hire start time.

### Hire Conditions

9. The hirer must be over 18 years of age.
10. There is a minimum hire period of two hours, and the duration of hire must include sufficient time for hirers to set-up and clear away.
11. If cleaning takes more than three hours following an event, a cleaning surcharge of £10.75 per additional hour will be taken from the security deposit. Part-hours are charged as full hours. If Dereham Town Council incur additional cleaning costs as a result of lack of care by the hirer, it reserves the right to pass on these costs to the hirer and to refuse any future bookings.
12. The hall must be vacated and all hirer's equipment removed before the end of the hire period. If equipment cannot be removed until the following day, a minimum charge of 2 hours will apply. Dereham Town Council does not accept any responsibility for items left in the hall.
13. Hirers shall not assign or sub-let any interest they may have in the hire of the hall, without the prior consent in writing of Dereham Town Council.

14. The number of persons permitted to use the premises at any time shall not exceed the limits in the table below. Please note that the Balcony is only available when theatre-style seating is in use.

	Main Hall	Balcony
Non-seated	300	-
Round tables with seating	160	-
Seating around edge	180	-
Theatre-style seating	182*	112

*\*this is slightly reduced if rows AA and BB are removed for wheelchair use.*

15. The above figures must take into account all persons in the hall, including performers, bar staff, caretaking staff, caterers, fire marshals and door supervisors.
16. The Meeting Room has a maximum capacity of 50 people; this will be reduced depending on the number of tables and chairs used.
17. Seated events where hot food is being served are limited to 90 people.
18. For ticketed events, the hirer is responsible for providing their own staff for ticket sales at the door.
19. For weekly hirers, three holiday credits will be allowed per year. At least 28 days notice should be given to avoid a cancellation charge being applied. For weekly hirers who through sickness cancel their booking, a doctor's note or doctor's letter will be required to avoid a cancellation fee being applied.
20. No decorations, flags, banners, emblems etc. can be fixed to the structure of the Memorial Hall without the prior written consent of Dereham Town Council.
21. No notice or advertising materials may be affixed to any part of the Memorial Hall without the express permission of Dereham Town Council.

### **Sound & Light**

22. Where the hall is being hired for events which require the use of the sound and light equipment, a detailed plan of proposals must be submitted in writing – along with a risk assessment for approval – no later than six weeks prior to the event.
23. The fee for use of our sound and light equipment includes the use of our standard lighting and sound rig (basic stage lighting wash, and PA with wired SM58 vocal mic). It is your responsibility to make our Technical Advisor aware of any other equipment you plan to bring to the venue, along with an in-date PAT test, prior to your visit. If your event/show requires changes to our standard lighting rig, you must inform our Technical Advisor 4 weeks prior to your visit. If changes to the standard rig are required, please ensure it is returned to its original focus before you leave, or the cost of a technician to reinstate will be implemented (see item 69.). **Please note** the sound and light hire fee does not include a technician to operate any equipment; it will be the hirer's responsibility to source a suitable technician, or arrange a technician with our Technical Advisor. Our Technical Advisor can be contacted via email at [dtctechnical@outlook.com](mailto:dtctechnical@outlook.com).
24. The noise limiter must not be interfered with in any way.
25. No smoke, haze, naked flames, lasers, strobes or other form of high-intensity lighting shall be installed or used without the prior written approval of Dereham Town Council. Where approved, the hirer should ensure audience members are made aware via prior notice or signage on the day.

### **Bar Facilities**

26. If a bar is requested, this will be provided by Dereham Town Council. The hirer must provide opening and closing times for the bar at least four weeks in advance of the event so that adequate staff can be provided.
27. All intoxicating liquor consumed on the premises is to be purchased from the bar. Members of the public are not permitted to bring intoxicating liquor into the Memorial Hall. On written request, and at the discretion of Dereham Town Council, hirers who are only renting the Meeting Room may be permitted to serve their own alcohol.
28. Alcohol must not be supplied to anyone under the age of 18. It is the responsibility of the Designated Premises Supervisor (DPS) and the hirer that this regulation is adhered to. The DPS, bar staff and any other authorised employees of Dereham Town Council have the right to ask for proof of age.
29. For some events, Dereham Town Council reserves the right for drinks to be served in plastic glasses only.

### **Kitchen Hire**

30. Please be aware washing up liquid and tea towels are not provided.
31. If catering is required, hirers must make their own arrangements. It is advisable for hirers to ensure their caterers hold a current food health and hygiene certificate and public liability insurance.
32. Hirers using the kitchen to prepare their own food should maintain good standards of basic hygiene and food safety. Oils and grease must not be poured down sinks, but taken away. Food waste must be disposed of in the bins provided. The cost of clearing blockages as a result of mishandling food waste, fats, oils and grease will be chargeable to the hirer.
33. Use of the Memorial Hall's crockery and cutlery is only permitted when the kitchen has been hired or forms part of a package.
34. Kitchen equipment, crockery and cutlery must be left clean and tied away unless by prior written agreement with Dereham Town Council. A separate fee will be chargeable if Dereham Town Council staff are required to wash-up. Any fee will be negotiated on a case by case basis and this service is not guaranteed.
35. Hirers of the kitchen are permitted to use the commercial dishwasher, following the instructions provided. Dereham Town Council reserves the right to deduct monies from the security deposit where the dishwasher is left dirty or damaged due to not following the instructions.

### **Performing Rights Society (PRS) Tariffs**

36. Where a hirer would normally incur a PRS charge, this is included in the hire fee.
37. The hirer shall not use the Memorial Hall for the performance in public of any dramatic works, or in the delivery in public of any lecture in which copyright subsists, without the consent of the owner. The hirer shall indemnify Dereham Town Council against any sums of money which Dereham Town Council may have to pay by reason of any infringement of copyright occurring during the period of hire covered by this infringement. The Performing Rights Society collects royalties for live performance copyright music. Dereham Town Council therefore have a legal duty to collect fees on behalf of the PRS.
38. As part of the requirements of PRS, a set list needs to be completed. Because it is a requirement of the PRS to complete this, the security deposit will be retained until we have been provided with a copy of the set list.

### **Rehearsal Rates**

39. Rehearsal rates are available on request, but will only apply to use of the main hall and when the subsequent public performance(s) take place at the Memorial Hall. The Hall must be left clear for other bookings at the end of the rehearsal hire period. No equipment can be left.

### **Cancellation**

40. Should the hirer wish to cancel a booking, the following charges will apply:-

<b>Notice given</b>	<b>Amount retained by Dereham Town Council</b>
More than 28 days' notice	Deposit
15-28 days' notice	Half fee
14 days or less	Full fee

41. Should Dereham Town Council, before the function commences, be of the opinion that it is likely to be of an objectionable or undesirable nature, it shall have the power to cancel the event and return any fees paid. The Council reserves the right, in certain circumstances, to cancel any letting at any time. In the event of cancellation by Dereham Town Council, any fees paid will be refunded to the hirer.
42. Dereham Town Council shall not be liable for any loss, expenses or damages which the hirer may suffer in respect of the cancellation of the booking, or to pay any compensation to any person in respect of the cancellation.

### **Safety**

43. Dereham Memorial Hall has a No-Smoking Policy throughout the building. This includes the use of e-cigarettes and vape pens.
44. Groups hiring the Memorial Hall for activities or events involving children should have appropriate safeguarding measures in place and be familiar with the Children's Act 1989.
45. Only Registered guide dogs, assistance dogs and emotional support dogs are permitted inside the Memorial Hall. Dogs must always be kept on a lead and with their owners. Owners are responsible for their dog at all times and should be prepared to provide documentation showing their need for the dog to be present. Dogs must not cause a nuisance or disturbance to other Memorial Hall users. Hirers of the Memorial Hall are responsible for managing requests to bring a guide / assistance / emotional support dog to their event. Hirers must make dog owners aware of any special effects which may affect the dog's comfort
46. All emergency exits and signs must at all times be kept clear and unobstructed.
47. No access is allowed to areas which are either locked, or signed as 'no entry' or similar
48. The hirer must provide ushers for their event and be responsible for people they are inviting into the building. If the hirer wishes for Dereham Town Council to provide ushers, this can be arranged for an additional charge. For events using theatre-style seating, a minimum of 3 ushers must be present when 150 persons or more are present in the hall; one designated to the balcony area, and two in the main hall. Dereham Town Council will determine how many fire marshals/ushers need to be in attendance during any period of hire.
49. Fire safety checks must be carried out prior, during and after an event by Council staff (usually the Caretaker). Hirers must familiarise themselves with the fire procedures at the commencement of the hire period to ensure they are aware of what action to take in the event of an emergency.
50. It is the responsibility of the hirer to ensure that appropriate levels of dedicated assistance are provided to any person who may require additional help to escape the building in the event of an emergency.
51. If Dereham Town Council consider it necessary to have door supervisors for an event, these must be Security Industry Authority (SIA) registered. Please note that door supervisors have the right to refuse entry to anyone considered to be a risk to other users, staff or the premises.
52. All curtains, drapes and scenery shall be of durable or inherently flame retardant fabric, or sprayed with a fire retardant, and shall conform to British Standards. A certificate will need to be provided. They should not conceal notices and should be hung so they do not trail on the floor.

53. No electrical fittings or appliances in the Memorial Hall may be altered, removed or in any way interfered with, and no additional fittings or appliances may be installed unless a PAT Certificate has been provided for the equipment, and Dereham Town Council have given approval.
54. It is the responsibility of the hirer to ensure that any disco operators or bands hired for their event have carried out the necessary PAT testing on their equipment. Dereham Town Council have the right to refuse any electrical equipment to be used, if it is not clearly marked with an up-to-date PAT tested label, and a PAT certificate has not been produced.
55. Smoke/dry ice machines or any equipment which may present a hazard or interfere with smoke alarms on the premises, are not permitted without prior approval from Dereham Town Council. Requests to use this type of equipment must be made in writing.
56. Food and drink are not permitted on the stage at any time, except for still water in a plastic bottle. Glass is not permitted under any circumstances.
57. The use of pyrotechnics or special effects should be requested in writing to Dereham Town Council at the time of booking.
58. Smoke and vapour effects can give rise to a variety of hazards depending on the substances used. Manufacturers and suppliers must provide information about the hazards which may arise from their products. This information should be obtained and used when the hirer carries out their risk assessment.
59. Flammable liquids or highly flammable articles shall not be brought into or used in any part of the Memorial Hall. Naked flames are also not permitted. Battery operated tea lights are recommended. In the case of a hirer wishing to light candles on a cake, a written request must be made to Dereham Town Council at the time of booking.
60. When installing scenery lights, lamps and any other apparatus which is liable to become heated, care must be taken to ensure they do not come into contact with combustible materials.
61. Mr Anthony Needham is the Designated Premises Supervisor. The hirer must give Mr Needham, or any member of Dereham Town Council staff, access to all areas of the Hall as requested to ensure that they are being used safely and in accordance with the conditions of hire.

### **Insurance**

62. Individuals hiring the Memorial Hall for private parties, wedding receptions or similar, are covered for injury and damage arising out of the use of the premises under Dereham Town Council's own insurance.
63. Organisations, clubs, societies, groups or similar hiring the Memorial Hall must have Public Liability Insurance (minimum cover £2 million), and a copy must be provided to Dereham Town Council.
64. Hirers shall indemnify Dereham Town Council against any technical or legal penalties or liabilities incurred during the hire period, or in respect of any loss or damage suffered or sustained by any person in consequence of any default or injury arising from activities organised by the hirer.

### **Premises Licence**

65. Under the terms of the Licensing Act 2003, the Memorial Hall has been granted a Premises Licence by Breckland Council, acting as the Licensing Authority. This regulates the use of the premises for certain forms of public entertainment. The Designated Premises Supervisor (DPS) is Mr Anthony Needham, the Town Clerk.
66. The current licence authorises the following from Monday to Sunday:-

Opening Hours	7:30am – 1:00am
Provision of Regulated Entertainment	8:30am – midnight
Provision of Entertainment Facilities	8:30am – midnight
Provision of late night refreshment	11:00pm – 1:00am
Sale by retail of alcohol	10:00am – 1:00am

67. Dereham Town Council limits the period of hire to midnight, however if the hirer wishes to extend the booking time until 1:00am, this must be requested at the time of booking (surcharge of £57.60 plus 1 hour main hall hire applies). **Unless extended hours are granted, entertainment and the sale and provision of alcohol must terminate at 23:00 hours.**

#### **Damage to Premises**

68. Hirers shall not fix any items to the walls, floors, stage or any other fixtures and fittings, without prior authorisation from the Caretaker. **No blue/white tac or sticky tape is to be used.**
69. A proportion of the security deposit will be retained to compensate for any damage caused deliberately or by carelessness.

<b>Type of Damage or Loss</b>	<b>Charge</b>
Sticky sweets/chewing gum stuck to upholstery, carpets or hard flooring. Any other items which stain or mark carpets, upholstery or hard flooring so that they cannot be cleaned with everyday cleaning materials	£10 per incident
Holes drilled in walls/stage without consent OR damage to proscenium arch	£50
Damage to edge of stage OR chipped plaster	£25
Scratched floor – or other damage to floor	£25 per incident
Not returning the lighting rig to “set rig”	Lights £250
Not returning sound desk to pre-hire set up	Sound £50
Letting off fire extinguishers (except in the case of an emergency)	£150
Clearing up vomit after an event	£25 per incident
Fixing items to the wall with blue tack or similar, without consent	£10 per item
Damage to or removal of any equipment or fixtures	Replacement cost

70. Dereham Town Council reserves the right to recover from the hirer any repair costs incurred. Should Council property go missing during the hire period, the hirer will be required to cover any replacement costs. In certain circumstances, the Council may ask a hirer to provide a guarantee against loss.

#### **Complaints**

71. Any complaints with regard to the management or control of the premises, must be made in writing to Dereham Town Council.

#### **Conditions of Hire**

72. Dereham Town Council reserves the right to make amendments to the Terms of Hire at any time.

**In signing the Memorial Hall booking form, hirers are deemed to have confirmed their understanding and acceptance of these Terms of Hire and their compliance with them.**