

# MINERVA ARTS CENTRE

## STANDARD CONDITIONS OF HIRING

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These standard conditions apply to all hirers of the Minerva Arts Centre. If the Hirer is in any doubt as to the meaning of the following, contact a representative of the Centre immediately.

### 1. **Supervision**

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by representatives of Minerva Arts Centre, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

### 2. **Use of Premises**

The Hirer shall not use the premises for any purpose other than that described in the booking form and shall not allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

### 3. **Gaming, Betting and Lotteries**

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

### 4. **Licences**

The premises shall not be used for licensable activities, eg: Performance of Plays, Performance of Live Music, Recorded Music, Performance of Dance, Other Similar Entertainment, Provision of Music Facilities, Provision - Dancing Facilities, Provision - Facilities (Other) unless special permission has been issued by the Centre and the appropriate licence been obtained from Powys County Council.

### 5. **Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

Upon completion of a booking form the Hirer will ensure that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Centre.
- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

### 6. **Means of Escape**

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

### 7. **Outbreaks of Fire**

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to Centre representatives.

### 8. **Health and Hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.

**9. Electrical Appliance Safety**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. All electrical equipment **must** be PAT tested.

**10. Indemnity**

(a) The Hirer shall indemnify and keep indemnified Minerva Arts Centre employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

(b) The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 10(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Centre's representative. Failure to produce such policy and evidence of cover will render the hiring void and enable the Centre to rehire the premises to another hirer.

The Centre is insured against any claims arising out of its **own** negligence.

**11. Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to Minerva Art Centre representatives **as soon as possible** and complete the relevant section in the Centre's accident book. Any failure of equipment belonging to the Centre or brought in by the Hirer must also be reported **as soon as possible**.

**12. Lights**

The Hirer shall not change or move any bulbs or lamps belonging to the Centre for reasons of Health & Safety. If repositioning or replacement of bulbs or lamps is required a representative of the Centre must be contacted to carry out this work.

**13. Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee.

**14. Drunk and Disorderly Behaviour and Supply of Illegal Drugs**

The Hirer shall ensure that in order to avoid disturbing neighbours to the Centre and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

**15. Compliance with The Children Act 1989**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the Centre with a copy of their Child Protection Policy on request.

**16. Fly Posting**

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the management committee accordingly against all actions, claims and proceedings arising from any breach of this condition.

**17. Sale of Goods**

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales.

**18. Exhibits**

The Trustees maintain the right to remove items and/or images which they consider might offend visitors to exhibitions or events.

**19. Cancellation**

If the Hirer wishes to cancel a booking before the date of the event fourteen days notice is to be given in writing or no refund will be given, except in special circumstances at the discretion of the Centre. The Centre reserves the right to cancel any hiring by written notice to the Hirer in the event of:

- (a) The Centre reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- (b) The premises becoming unfit for the use intended by the Hirer.

In any such case the Hirer shall be entitled to a refund of any money already paid, but the Centre shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

**20. End of Hire**

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition. Chairs and tables are to be stacked in the designated places. It is the responsibility of the Hirer to remove any rubbish from the site. When it is necessary for the Centre representative to spend longer than one hour in restoring the premises to their original tidiness and cleanliness an additional charge will be made at the discretion of the Centre.

**21. Noise**

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

**22. Stored Equipment**

The Centre accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Centre may use its discretion in any of the following circumstances:

- (a) In respect of stored equipment; failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended.
- (b) In respect of any other property brought on to the premises for the purposes of the hiring; failure by the Hirer to remove the same within 7 days after the hiring, dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

**23. No Rights**

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

**24. Use of Kitchen**

There is a *limited* quantity of crockery and cutlery available for the use of Hirers using the kitchen, details of kitchen equipment available will be supplied upon confirmation of a booking. It is the responsibility of the Hirer to ensure that there is sufficient crockery and cutlery for the letting.

**25. Hire Time**

The Hirer will be charged from the time of access to the premises until the time of departure. The premises must be vacated on expiration of hiring time. Failure to vacate the premises will result in an additional charge being made in accordance with the Centre's scale of charges (minimum half an hour).

**26. Non-exclusivity of Hiring**

There is no automatic right to exclusive use of any part of the centre for the hirer. There will be the requirement to permit access for other hirers/users/volunteers to facilities such as the office, kitchen and toilets. There may be the requirement to share space with other users where this will not be disruptive to either hirer (such as a meeting in the space of a fixed exhibition). Hirers will always be informed in advance if any such arrangements are planned.

Exclusive use of any space can be arranged for an additional fee by negotiation.

Trustees of the Quilt Association will have open access at all times. They will identify themselves if requested.

**27. Access**

Police Officers and authorised officers of the Town Council, Fire Service, the Environmental Health Department and the Trading Standards Department shall have free access to all parts of the premises during the letting.

**28. Disputes**

If disputes between a Hirer and the Centre cannot be resolved by negotiation between the parties the matter will be referred to an independent arbitrator agreed on by both parties.

**29. Capacity and Supervision**

(a) There shall, in addition to the Hirer, be stewards on duty on the premises to assist people entering and leaving, none of whom shall be less than 18 years of age. All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, how to call the Fire Brigade and evacuation procedure.

(b) The number of people on the premises shall not exceed 300.

The number of stewards on duty must be not less than:

2 adult stewards for up to 100 persons

3 adult stewards for 100-200 persons

4 adult stewards for 200-300 persons

Additional attendants are required if the audience is mostly under 16, or if there are many disabled people present.

**30. Age**

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present.

**31. Dangerous and unsuitable Performances**

Performances involving danger to the public, or of a sexually explicit nature, shall not be given.

**32. Hire charges**

**ALL CHARGES ARE SUBJECT TO REVIEW WITHOUT NOTICE**

<b>Length of hire</b>	<b>Single gallery</b>	<b>Both galleries</b>
<b>Per session</b>		
<b>Morning</b>	£35	£70
<b>Afternoon</b>	£35	£70
<b>Evening</b>	£45	£90
<b>One day</b>	£70	£125
<b>Weekend (2 days)</b>	£120	£200
<b>One week</b>	£300	£500
<b>Two weeks</b>	£550	£950
<b>Four weeks</b>	£950	£1700
<b>Six weeks</b>	£1700	£3000

Display boards can be set up by QA representatives at a cost of £30 an hour, with plans to be provided by the Hirer with the booking. Commercial rates will be an additional 20% in all cases.

**33. Public Liability Insurance**

All regular hirers are required to hold a current Public Liability Insurance policy and up-to-date copies of the policy must be produced to the Centre.

**34. Booking the Centre for One-Off Events and Payments**

A booking form is to be completed. Fourteen days' notice is to be given in writing of any cancellation or no refund will be given, except in special circumstances at the discretion of the Centre. The booking will be confirmed by the issue of an invoice detailing all charges.

**35. Booking the Centre for Regular Events and Payments**

A booking form must be completed. The booking will be confirmed by the issue of an invoice detailing all charges. Invoices will be issued monthly in arrears and payment is to be received in the office within 30 days. Failure to pay within this period will incur an automatic ten percent penalty surcharge on the total amount of the unpaid invoice.

**36. Centre representatives: Call out arrangements**

**In the case of an emergency only** please use one of these telephone numbers calling in the following order:-

- Doreen Gough: 01686 412278
- Jackie Newey: 01686 411013

Where the reason for call-out in the opinion of the Centre is the responsibility/fault of the Hirer a fee will be levied. There will be a minimum call-out fee of £25. Subsequently £25 will be charged for every 30 minutes or part thereof for the time the Centre representative is on site. In addition any outside contractors' fees will be passed to the Hirer.