

## **Report to the Leader of the Council**

**Subject:** Approval for updated terms and conditions for Council venue hire

**Date:** 23 February 2024

**Author:** Lauren Sturgess, Legal Officer

### **Wards Affected**

All wards

### **Purpose**

To obtain Member approval for the updated terms and conditions for venue hire as set out in appendix 1-8 to this report.

### **Key Decision**

This is not a key decision.

### **Recommendation(s)**

#### **THAT the Leader of the Council:**

Approves the updated terms and conditions set out at appendix 1-8 to this report to be effective from 1 April 2024.

## **1 Background**

- 1.1 The current terms and conditions being used across venues are inconsistent and outdated. The terms and conditions have not been reviewed in excess of 5 years and are in much need of an updated to reflect current use and the necessary procedures that should be in place to ensure the smooth running and effective venue hire.

1.2 The following terms and conditions have been drafted (in brackets are the staff members that have been consulted and granted approval):

- Overarching General Terms and Conditions that will apply to all venues (Emma Wimble, Connor Disney, Mel Cryer, Kate Morris, Johann Polak, Andy Fretwell, David Popple – also former staff members Anita Frost, Alice Davey, Sara Pregon, Katie Walters, Rachael Wade)
- Special Terms and Conditions that will apply in addition to the general ts and cs for the following venues:
  - Community centres (Emma Wimble, Connor Disney)
  - Leisure Centres (Kate Morris, Johann Polak)
  - Bonington Theatre (David Popple)
  - Civic Centre (Emma Wimble)
  - Richard Herrod Centre (Andy Fretwell)
  - Pavilions (Connor Disney, Emma Wimble, Jo-Anne Underhill, Mel Cryer)
  - Outdoor Sports Facilities (Jo-Anne Underhill, Mel Cryer)

1.3 The updated terms and conditions will be published on Gedling Borough Council's website and will be provided when making a booking to use the venues.

## **2 Proposal**

2.1 It is proposed, following consideration of the above factors that the updated terms and conditions are approved and therefore implemented from 1 April 2024 to ensure the terms and conditions for venue hire are up to date.

## **3 Alternative Options**

3.1 Not to approve the recommendation and updated terms and conditions and remain using the existing terms and conditions. This is not recommended as the current terms and conditions are outdated and not fit for purpose.

## **4 Financial Implications**

4.1 None.

## **5 Appendices**

5.1 Appendix 1 – General Terms and Conditions

Appendix 2 – Community Centres Special Conditions

Appendix 3 – Leisure Centres Special Conditions

Appendix 4 – Bonington Theatre Special Conditions

Appendix 5 – Civic Centre Special Conditions

Appendix 6 – Richard Herrod Centre Special Conditions

Appendix 7 – Pavilions Special Conditions

Appendix 8 – Outdoor Sports Facilities Special Conditions

## **6 Background Papers**

6.1 None.

## **7 Reasons for Recommendations**

7.1 To ensure transparency for customers using the service and ensure that the terms and conditions are up to date so that they can offer effective protection for both the Council and the customers using the premises for venue hire.

## APPENDIX 1

### TERMS AND CONDITIONS OF HIRE

#### **1. VENUE**

These terms and conditions, along with any special conditions, relate to all community centres, leisure centres, theatres, function rooms and public rooms owned and/or managed by Gedling Borough Council. The Venue is the venue identified on the Booking Form or confirmation email if the booking is made over the telephone.

#### **2. BOOKINGS**

Unless stated otherwise in any applicable Venue specific Special Conditions the minimum booking time at the Venue is 1 hour; however additional time for setting/clearing up needs to be considered at the time of booking and should be included in the booking time.

#### **3. CHARGES**

Charges for use of the Venue are set out in the scale of charges in force as at the date of the booking. The scale of hire charges is reviewed annually. If the scale of charges is increased between the date of the Agreement and the date of the hire, the Council will give the Hirer reasonable notice of the increased charge. The Hirer may then terminate the Agreement where such termination is made within 14 days of notification of the increased charge.

These charges are inclusive of VAT. Clubs and associations can be exempt providing the criteria laid down in VAT Notice 701/5 (HM Revenue and Customs) are met.

Where a refundable deposit is required, the deposit will only be refunded where the Venue is left in a clean and tidy condition to the satisfaction of the Council Representative.

#### **4. PAYMENT**

Payment for the hire of the Venue for one-off bookings is paid in full by the Hirer upon confirmation of booking by the Council.

For all other bookings, an invoice will be sent at the end of each month for the charges owing. It is the responsibility of the Hirer to pay the invoices within 30 days. The Hirer is wholly responsible for the hire fees and any outstanding payments arising from any booking.

#### **5. CANCELLATION BY THE HIRER**

The booking may only be cancelled by the Hirer without charge if the following notification in writing is given to the Council:

- a) A block booking - one month's notification of cancellation required.
- c) A one-off booking – 14 days notification is required.

If notification is not received within the time periods above, the full charge is due. Clubs and associations exempt from VAT should be aware that any cancellation will mean that exemption is lost and the VAT will then be payable on the whole block booking.

#### **6. CANCELLATION BY THE COUNCIL**

The Council may cancel the booking if the Venue is required for any purpose in connection with a European, Parliamentary or local government election; mayoral election, Police and Crime Commissioner election, referendum, Council Cabinet or

Committee meeting and emergency planning; if the facilities are rendered unfit for use or essential maintenance and repair work needs to be carried out; if the Council is unable to provide adequate staff cover; or where the Venue is required by the Council or is otherwise unavailable for hire due to an emergency. If the booking is cancelled for any such reason, the Council will give to the Hirer the maximum practicable notice and refund the charges (if already paid) but will not otherwise be liable to the Hirer. The Hirer hereby agrees in both cases to accept the same and to consent to such cancellation, and to have no claim at law or in equity for any loss or damage in consequence thereof.

## **7. ADMISSION**

The number of persons permitted to use the Venue shall not exceed the recommended capacity as notified by the Council to the Hirer.

## **8. ADVERTISING**

No function shall be publicly announced or advertised to take place until the booking has been confirmed by the Council.

## **9. FLYPOSTING**

The Hirer shall not carry out or permit flyposting or any other form of unauthorised advertisement for any event taking place at the Venue and shall indemnify the Council against all actions claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the Council as the local planning authority.

## **10. FIRE SAFETY & EMERGENCIES**

The Hirer shall comply with all fire notices and other instructions from the Council in relation to fire safety and emergencies.

In the event of an emergency the Hirer shall be responsible for the evacuation of that part of the Venue subject to the Booking and shall provide assistance as needed to its invitees where due to age, disability, infirmity or for any other reason.

The Council reserves the right to hold practice alarm drills from time to time in order to test the procedure for clearing the Venue in case of emergency. Regular users will be required to carry out fire drills at least every 6 months.

In the event of an emergency evacuation no refunds will be issued.

## **11. SINGLE USE PLASTIC**

The Council discourages the use of single use plastic on all of its premises e.g. single use bottles, non-biodegradable confetti, balloons etc. and asks all users of the Venue to avoid the use of plastic straws, takeaway cups and cutlery, etc. where possible.

The use of sky lanterns (also known as Chinese lanterns) and helium balloons is prohibited. Use of sky lanterns and helium balloons may result in immediate cancellation of the booking and no refunds will be issued.

## **12. DAMAGE**

The Hirer shall immediately report to the Council any damage existing at the commencement of the period of hire.

The Hirer shall be responsible for and shall pay to the Council on demand the amount of any damage done or occasioned to the premises or to the fixtures, fittings,

apparatus, equipment, furniture or to other contents thereof during the use of the premises; the amount of such damage shall be certified by the Council Representative, whose decision shall be final.

### **13. INDEMNITY**

The Hirer shall indemnify the Council from and against any claim for damages, costs or expenses that may be made against the Council in respect of any personal injury or loss of or damage to property in consequence of the hiring.

The Council shall not be liable for any loss due to any cause beyond its control including failure of supply of electricity, leakage of water, fire, government restriction or any other Act of God which may cause the premises to be temporarily closed or may cause the hiring to be interrupted or cancelled.

### **14. INSURANCE**

For regular and block bookings the Hirer shall maintain throughout the period of hire a policy of insurance effected with a reputable insurance company covering the Hirer against third party risks for a sum of not less than £5 million and will be required to provide evidence of this on request.

One-off bookings are covered by Gedling Borough Council's Third-Party Hirer's Insurance Policy.

### **15. SETTING UP AND CLEARANCE OF PREMISES**

Where the Hirer and their invitees are moving or lifting any furniture, heavy or unusual shaped objects, lifting from a height or undertaking any activity which may pose a risk to their health or safety, the Hirer and their invitees should use safe manual handling techniques as advised by the Health and Safety Executive.

The Hirer shall comply with all reasonable requests of the Council Representative and shall ensure that the part of the Venue subject to the Booking is cleared of its users and left in a tidy, clean and orderly condition at the end of the period of hire. Users must vacate the Venue by the end of the booking time as specified on the booking form or confirmation email.

### **16. GAMBLING**

No sweepstake, raffle or other form of lottery shall be promoted or held on the premises except such lotteries as are deemed to be not unlawful by virtue of any enactment relating to Gaming, Betting and Lotteries.

### **17. CATERING**

No food or refreshments are to be brought onto the premises without the Council Representative's prior approval. Where approval is given, all food brought onto the premises should not be stored longer than three hours before the start of the function and must be stored and prepared with reference to food safety and hygiene standards as recommended by the Food Standards Agency. Any waste food or rubbish generated by the Hirer providing their own refreshments must be removed from the premises at the end of the booking.

**The use of propane gas, barbecues, portable stoves or any other cooking/heating equipment is not permitted on site at any time with the**

**exception of the Richard Herrod Centre who may permit such use but only with the express written permission of the Council.**

## **18. PHOTOGRAPHS**

Photographs taken for purely personal use at exclusive use parties, functions and events are permitted. The Hirer is responsible for the control of such photography and filming. In all other circumstances, photography is not permitted without the prior written consent of the Council.

Anyone found to be taking photographs without permission which are intrusive or inappropriate will be reported to the relevant Corporate Director and the Police.

## **19. TRANSFER OF HIRE**

The right to use the Venue is personal to the Hirer and is not transferable.

## **20. PARKING**

Persons using the Venue's car parking facilities do so at their own risk and shall park in a manner so as not to cause any obstruction or nuisance to other users. Parking charges may be applicable. Only cars displaying a valid disabled parking badge may park in marked disabled bays.

## **21. LOST PROPERTY**

The Council will not under any circumstances accept responsibility for 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 Venue either by the Hirer for his own purposes or by any other person.

## **22. ANIMALS**

No animals (except assistance dogs) shall be brought in to the premises except with the prior written consent of the Council Representative.

## **23. USAGE/BEHAVIOUR**

The Venue shall not be used for any purpose other than that duly authorised in advance by the Council. The Hirer is responsible for effective supervision of the activities in the premises during the hire period, for the prevention of disorderly or unlawful behaviour and for ensuring no nuisance arises to the Council or other users of the Venue or to residents in the vicinity by noise in particular.

It is expected that users will behave with propriety and due regard to the care of public property and will act in accordance with the Council's Customer Promise (which can be found on the Gedling Borough Council website [www.gedling.gov.uk](http://www.gedling.gov.uk) )

The Hirer is responsible for use of the Venue and must ensure that the use or activity permitted does not discriminate against and / or is not likely to cause offence harassment or distress to members of any groups of any age, disability, race, ethnic origin, religion, belief, social class, sex, gender (including gender reassignment) or sexual orientation. The Hirer and their permitted users shall not discriminate (on any of the above grounds) against any person using or visiting the Venue. The Council reserves the right to cancel the booking if, in its opinion, the use activity or behaviour of the Hirer or users would be or is offensive distressing or discriminatory. No refunds will be issued.

## **24. RIGHTS RESERVED**

The Council reserves the right to terminate any hiring as it sees fit and reserves the right of entry during the period of hire to any person duly authorised by the Council. The Hirer shall only be entitled to use the particular part or parts of the Venue hired and the Council reserves the right to let any other part of the building or premises for any purpose or purposes at the same time.

## **25. COPYRIGHT**

The Hirer shall indemnify the Council against any infringement of copyright, which may occur during hiring.

## **26. COMPLAINTS**

Complaints in the first instance should be made to a Council Representative where available. Should this not resolve the problem, complaints must be made to the Council in accordance with its Corporate Complaints Procedure: (which can be found on the Gedling Borough Council website [www.gedling.gov.uk](http://www.gedling.gov.uk) )

## **27. SMOKING**

The Council operates a No Smoking Policy. It is the Hirer's responsibility to ensure that no smoking (including E-cigarettes) is permitted in any part of an enclosed building which forms part of the Venue or within any other exclusion area applicable to the Venue.

## **28. CHILDMINDING AND DAYCARE FOR CHILDREN**

Where applicable it shall be the responsibility of the Hirer to ensure that he/she is registered in accordance with the provisions of Part 3 of the Childcare Act 2006 (or such replacement legislation) and that any other person who might be so required in connection with the proposed use of the premises by the Hirer is similarly registered. Hirers who are registered must provide the Council with details of their registration number.

## **29. ELECTRICITY AT WORK REGULATIONS 1989**

All electrical equipment brought into the Venue must comply with the Electricity at Work Regulations 1989, have a current PAT Test certificate and shall be used in a safe manner. If the Council Representative on visual inspection considers an item unsafe it must be removed from the premises.

## **30. ACCIDENTS/DANGEROUS OCCURRENCES**

The Hirer must report all accidents and near misses involving injury to the public to the Council Representative as soon as possible. Any failure of equipment, either that belonging to the Council or brought in by the Hirer must also be reported to the Council Representative as soon as possible. Certain types of accidents must be reported in accordance with RIDDOR (the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013).

If the Council is satisfied (in its absolute discretion) that any booking/event/party is being run dangerously or there is a risk of danger to attendees or members of the public the Council shall consider that a breach of these terms and conditions has occurred and clause 36 shall apply.



### **31. INJURY TO THE PERSON**

The Council will not be liable for the death or injury to any person attending the Venue or for any losses claims demands actions proceedings damages costs or expenses incurred by the Hirer except where such death injury or loss is due to the negligence of the Council.

### **32. ALTERATIONS**

The Hirer shall not carry out any alterations to the Venue, nor shall he/she fix or make fixings for any apparatus, equipment or decorations without the prior written permission of the Council Representative.

### **33. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS**

The following applies to Clubs, Groups, Organisations and individuals delivering services that involve vulnerable adults and children aged 18 years and under where that service is a Regulated Activity as defined by the Safeguarding Vulnerable Groups Act 2006 (as amended).

The Hirer acknowledges their role as a Regulated Activity Provider and that they have ultimate responsibility for the management and control of the Regulated Activity for the purposes of the Safeguarding Vulnerable Groups Act 2006. This includes ensuring that all individuals engaged in the Regulated Activity are subject to a valid enhanced disclosure check through the Disclosure and Barring Service.

The Hirer shall provide the Council with any information and/or documentation that it reasonably requests to enable it to be satisfied that the obligations under Safeguarding Vulnerable Groups Act 2006 have been met. Further information can be found at <https://nottinghamshirechildcare.proceduresonline.com/index.htm>.

### **34. EQUALITIES**

The Hirer is required to ensure compliance with the Council's Equal Opportunity Policy, a copy of which is available on Gedling Borough Council's Website: [www.gedling.gov.uk](http://www.gedling.gov.uk) and will be provided to the Hirer on request. Failure to comply with this policy will result in the termination of the hire without the Council accepting liability.

### **35. SPECIAL CONDITIONS**

The Council may apply special conditions to any booking provided that written notice of such special conditions shall have been submitted to and accepted by the Hirer prior to acceptance of the booking. Each Venue may have Special Conditions which apply to the hire of that Venue.

### **36. BREACH OF CONDITIONS**

Upon any breach of these General Terms and Conditions or venue specific Special Conditions by the Hirer the Council Representative may terminate the current hiring and/or any future bookings, even if the period of hire has not expired. The Hirer shall be liable to pay the Council the full amount payable under these Terms and Conditions, any Venue specific Special Conditions or any applicable law.

In addition, the Council may charge to and recover from the Hirer any expenses incurred by the Council in remedying any such failure to comply with these Terms and Conditions and any Venue specific Special Conditions including the cost of employing attendants, workmen, cleaners or other persons as may be appropriate.

### **37. DEFINITIONS**

**Council:** All references to the Council shall be deemed to include reference to its authorised officers or other persons or bodies authorised in writing by Gedling Borough Council

**Council Representative:** All references to the Council Representative shall be deemed to include the person in charge of the Venue at any particular time i.e. the manager or caretaker of the Venue.

**Hirer:** The person who makes the booking is the Hirer. The Hirer must be over 18 years of age at the time of booking.

### **38. INTERPRETATION**

Any question arising as to the interpretation of these conditions or of the charges shall be determined by the Council, whose decision shall be final.

### **39. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

For the avoidance of doubt nothing in this Agreement shall confer on any third party any benefit or the right to enforce any term of this Agreement except where otherwise agreed in writing by the parties to this Agreement.

### **40. GENERAL**

If any provision of this Agreement is held unenforceable or invalid by a court, the remaining provisions shall remain in force and effect (and any such invalid or unenforceable provisions shall be deemed omitted).

All references to any Act of Parliament or Regulation referred to in these Terms and Conditions and any Venue Specific Conditions shall be deemed to include any Act, Acts or Regulations for the time being extending, amending or replacing the same and (where the context so admits) the Orders, Regulations or Directions issued under or by virtue thereof and from time to time in force.

### **PRIVACY NOTICE**

The Council will use the information provided by the Hirer to process the booking. The basis of which the Council uses personal data for this purpose is that it is necessary for the performance of a contract between the Hirer and the Council. This information must be provided in order to enter into a contract with the Council for the purpose of booking Council facilities. The Data Controller is Gedling Borough Council, Civic Centre, Arnot Hill Park, Arnold, Nottingham NG5 6LU. The Data Protection Officer for the Council can be contacted at the above address or by email at [dataprotectionofficer@gedling.gov.uk](mailto:dataprotectionofficer@gedling.gov.uk). Further information including how long we retain data, who we share it with and your rights can be found on the Gedling Borough Council website: <https://www.gedling.gov.uk/council/aboutus/policies/privacypolicies/>

## **APPENDIX 2**

### **COMMUNITY CENTRE SPECIAL CONDITIONS**

These Special Conditions are in addition to the Council's general Term and Conditions of Hire.

#### **1. ADMINISTRATION**

All administration for community centre bookings is carried out at: Community Relations, Gedling Borough Council, Arnot Hill Park, Arnold, Nottingham NG5 6LU, [communitycentres@gedling.gov.uk](mailto:communitycentres@gedling.gov.uk) or 0115 9013901

#### **2. BOOKING TIMES FOR PRIVATE PARTIES**

One-off bookings must be for a minimum period of 3 hours and a maximum period of 6 hours (which includes time for setting up and clearing away).

All community centres must be completely vacated by the Hirer by 9pm.

#### **3. CANCELLATION BY THE HIRER**

The booking may only be cancelled by the Hirer, without charge, if 7 days notification in writing is given to the Council.

#### **4. LIQUOR**

Alcohol is not permitted to be taken onto, sold from or consumed in any community centres.

#### **5. STORAGE OF EQUIPMENT AND OTHER ITEMS**

Where a Hirer has been allocated a storage space by the Council, the Hirer shall ensure that there is safe and appropriate storage space identified (such as cages, boxes, hooks, shelves or other storage equipment as appropriate) within the community centre. The Hirer shall ensure that all equipment or items are stored safely and securely and storage areas are kept in a clean and tidy condition.

No equipment shall be left in communal areas (such as corridors, shower areas, doorways, loft spaces, changing rooms, etc) and spot checks to be carried out by caretaker on behalf of property services to address housekeeping issues.

At the end of the booking or when the allocated storage space is no longer required (as appropriate) all equipment must be removed, and any equipment left in the community centre will be disposed of.

All items stored by the Hirer at the community centre are stored at the sole risk and responsibility of the Hirer who shall be responsible for and bear the risk of any and all theft, damage to, and deterioration of the items caused by any reason.

#### **6. MECHANICAL FAIRGROUND RIDES**

Use of Mechanical fairground rides of any size is not permitted at any community centre.

#### **7. INFLATABLES/BOUNCY CASTLES**

Use of bouncy castles and other inflatable play equipment is only permitted at the following sites – Pond Hills Lane, Killisick and Westdale Lane Community Centres.

The Hirer must specify at the time of booking that they intend to bring a bouncy castle or other inflatable play equipment onto the Venue.

No bouncy castle or other inflatable play equipment will be erected and used at the Venue unless provided by a registered company. It is the responsibility of the Hirer to ensure that

the registered company providing the bouncy castle or inflatable equipment is able to produce, on request, evidence that:

- a) the operator of the equipment is registered with PIPA (Professional Inflatable Play Association) or ADIPS (Amusement Device Inspection Procedures Scheme);
- b) a risk assessment has been completed prior to the booking, together with details of who will inspect the siting and suitability of the inflatable equipment on the day, including the pump equipment. Where the inflatable/bouncy castle will be sited outdoors, details should be provided as to the siting and suitability of ground anchors and who will monitor wind speeds throughout the use of the equipment;
- c) an annual safety inspection certificate is in place for the inflatable being used at the Venue; and
- d) the operator of the equipment has a certificate of public liability insurance for the operation of the equipment to the value of no less than £5 million.

## APPENDIX 3

### LEISURE CENTRE SPECIAL CONDITIONS

These Special Conditions are in addition to the Council's general Terms and Conditions of Hire.

#### 1. ADMINISTRATION

All correspondence must be addressed to the appropriate centre.

**Carlton Forum:** Coningswath Road, Carlton, Nottingham, NG4 3SH  
[carlton.forum@gedling.gov.uk](mailto:carlton.forum@gedling.gov.uk) 0115 901 3660

**Redhill Leisure Centre:** Redhill Road, Arnold, Nottingham, NG5 8GX [redhill@gedling.gov.uk](mailto:redhill@gedling.gov.uk)  
0115 9013630

**Calverton Leisure Centre:** Flatts Lane, Calverton, Nottingham, NG14 6JZ  
[calverton@gedling.gov.uk](mailto:calverton@gedling.gov.uk) 0115 9013800

**Arnold Leisure Centre:** High Street, Arnold, Nottingham, NG5 7EE [arnold@gedling.gov.uk](mailto:arnold@gedling.gov.uk)  
0115 9013690

#### 2. MINIMUM BOOKING TIMES

One-off bookings must be for a minimum period of 1 hour. The booking time must include time for setting up and clearing away.

#### 3. BLOCK BOOKINGS

Block bookings made as a whole in advance consisting of 10 or more sessions for the same sport or activity, at intervals of not less than a day and not more than 14 days will be exempt from VAT. In the event however of any session cancellation, VAT is recoverable for all other sessions in the block booking in respect of which the concession is given.

#### 4. CHARGES

Payment is due in full for use of the facilities upon confirmation of the booking, except with the prior agreement of the Council Representative where payment will be required on arrival or where you have an account with the Council.

On all bookings for function rooms a non-refundable deposit of 25% is payable at the time of booking with the balance due two weeks before the function. For bookings made within two weeks of the date of the function, full payment is required at the time of booking.

#### 5. POOL HIRE

Any person hiring the pool will be charged according to the current pricing structure for hiring the pool. In addition, the Hirer will be charged for the number of lifeguards required to supervise the pool as set in Gedling Borough Council's Normal Operating Procedures for Swimming Pools, a copy of which will be made available to the Hirer upon request. If hirers wish to provide their own lifeguarding staff, in date and relevant qualifications must be provided prior to booking.

#### 6. PREMISES LICENCE

The Hirer must comply with all the terms and conditions of the Council's Premises Licence under the Licensing Act 2003 for the facilities, a copy of which will be provided to the Hirer on request.

## **7. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS**

The following applies to Clubs, Groups, Organisations and individuals delivering services that involve vulnerable adults and children aged 18 years and under where that service is a Regulated Activity as defined by the Safeguarding Vulnerable Groups Act 2006 (as amended).

The Hirer acknowledges their role as a Regulated Activity Provider and that they have ultimate responsibility for the management and control of the Regulated Activity for the purposes of the Safeguarding Vulnerable Groups Act 2006. This includes ensuring that all individuals engaged in the Regulated Activity are subject to a valid enhanced disclosure check through the Disclosure and Barring Service.

The Hirer shall provide the Council with any information and/or documentation that it reasonably requests to enable it to be satisfied that the obligations under Safeguarding Vulnerable Groups Act 2006 have been met. Further information can be found at <https://nottinghamshirechildcare.proceduresonline.com/index.htm>

## **8. INFLATABLES**

Only inflatables provided by the Venue are permitted to be used. The Hirer is required to attend a safety briefing with the Council Representative prior to the start of the booking. The Hirer is responsible for the duration of the booking for ensuring that the use of inflatables is consistent with the safety instructions given at the safety briefing. The Council reserves the right to terminate the booking, without notice and without the right to a refund, if the Hirer or their permitted users fail to follow the instructions provided at the safety briefing.

## APPENDIX 4

### BONINGTON THEATRE SPECIAL CONDITIONS

These Special Conditions are in addition to the Council's general Term and Conditions of Hire.

#### **1. ADMINISTRATION**

All administration for Bonington Theatre bookings is carried out at:

Bonington Theatre c/o Arnold Leisure Centre, High Street, Arnold, Nottingham, NG5 7EE - 0115 9013640 - [bonington@gedling.gov.uk](mailto:bonington@gedling.gov.uk)

#### **2. BOOKINGS**

- i) All bookings must be made in writing and on the Council's Booking Form, accompanied by the appropriate booking fee (see Charges). A provisional booking made orally must be confirmed by the submission of an official Booking Form, to be received by the Council within 7 days of the oral booking, with the appropriate booking fee.
- ii) A non-refundable deposit of 25% of the total booking costs may be required. If a non-refundable deposit is required, the Hirer will be informed when making the booking.
- iii) The Council reserves the right to evict any person attending any performance if they should interfere, heckle or behave in an unacceptable way. The Council's opinion shall be final. The right may be exercised by the Council's Manager, Duty Manager or front of house staff.

#### **3. CAPACITY**

The maximum capacity for the theatre with seats is 178 spectators and 50 performers. This includes two designated wheelchair spaces. Maximum capacity without seats is 120 people. The maximum capacity for the bar is 60.

#### **4. HEALTH AND SAFETY**

- i) Attention is drawn to the Council's Health & Safety Rules and Conditions for Contractors in particular the Construction (Design and Management) Regulations 2015, Risk assessments, Use of PPE, Working at Height, COSHH, Accident or incident reporting and manual handling
- ii) All passages, stairways and fire exits to which the public have access shall be kept free from obstruction at all times.
- iii) Each member of the cast and production crew is responsible for their own health and safety and must not endanger themselves or others by unsafe practices.
- iv) No speakers or other equipment are to be placed in any gangway without the prior approval of the Manager (to ensure that it is placed safely without putting the public at risk).
- v) The cyclorama backdrop curtain may be raised or lowered by the Hirer provided there are at least 3 people to assist with the raising/lowering, plus 2 persons on the hempline.
- vi) If the theatre is hired for a dance or similar function, no person is permitted on the stage other than the orchestra, band, master of ceremonies or other official person assisting the function.
- vii) The stage shall not be used for the provision of refreshments without prior written consent of the management.

## 5. LICENCES

i) Arnold Leisure Centre and the Bonington Theatre are licensed for public dancing, singing and musical entertainment. A copy of the licence is available on request and Hirers must observe the conditions of the licence.

ii) The Hirer is solely responsible for ensuring that any musical works performed at the event comply with the requirements of PPL PRS Ltd, the Copyright Licensing Agency Ltd and all other similar bodies.

## 6. EQUIPMENT

The stage equipment, stage lighting equipment, PA system and/or curtains shall not be used unless the hire is for the performance of a stage play, or concert, with technician.

## 7. SMOKING

Smoking (including E-cigarettes) is forbidden; players are exempt when in full view of the audience and where the artistic integrity of a performance makes it appropriate for a person who is taking part in the performance to smoke. The Hirer must give prior notification to the Council if they intend to include smoking in the performance. This exemption does not apply to rehearsals.

## 8. SPECIAL EFFECTS

The use of special effects e.g. smoke bombs, smoke machines, firearms, UV, strobe lighting, fireworks/lightings must be approved and checked by the Theatre Technician and Duty Manager. A notice must be displayed at the entrance to the Theatre when any effect is to be used.

## 9. TECHNICAL

The technical specification requirements must be with the Theatre Technician at least 4 weeks before the event; the Hirer is solely responsible for the safe construction and erection of all props, sound equipment, etc. (including requirements under which must be done within the time specified on the booking form.

## Declaration

By signing this agreement the Hirer undertakes to comply with all statutory provisions and all licencing conditions.

The Hirer agrees to indemnify the Council against all penalties, damages and costs which it may incur as a result of any breach by the Hirer in not complying with any such statutory or licencing requirements.

The Hirer declares they have read and understand these Special Conditions, the Council's general Terms and Conditions of Hire and scale of charges and agree that they will abide by them for the booking.

Signed:..... Date: .....

Print name: ..... Organisation:.....

Address:.....

Postcode:..... Contact Number:.....



## **APPENDIX 5**

### **CIVIC CENTRE SPECIAL CONDITIONS**

These Special Conditions are in addition to the Gedling Borough Council's General Terms and Conditions of Hire.

#### **1. ADMINISTRATION**

All administration for Civic Centre bookings is carried out at Democratic Services, Gedling Borough Council, Arnot Hill Park, Arnold, Nottingham NG5 6LU, roombooking@gedling.gov.uk or 0115 901 3844.

#### **2. MINIMUM BOOKING TIMES**

One-off bookings may be made for a minimum period of 1 hour.

#### **3. CHARGES**

A discount of 25% on the standard hourly rate will be granted to Gedling Borough based charitable and voluntary groups. In the event the Hirer applies a charge for attendance, this discount will not be applied.

#### **4. ROOM LAYOUT**

Equipment, layout and specific requirements must be requested on the Booking Form. The Hirer must not change the room layout or move, alter or remove any equipment.

#### **5. SIGNING IN**

The Hirer is required to report to reception in the Civic Centre on arrival and shall follow the Council's visitor procedures as notified by the reception staff on the day of the booking.

#### **6. REFRESHMENTS**

Hirers are permitted to bring their own food and drink to the premises. The Hirer shall notify the Council prior to the date of the booking if an external caterer is being used.

Food and drink is not permitted in the Council Chamber of the Civic Centre. The Hirer is responsible for effective supervision of the activities in the Venue and must ensure that food and drink is not taken into the Council Chamber if it has been booked.

#### **7. ENTERTAINMENT**

No entertainment, such as music, dancing or indoor sporting events, is permitted unless the Hirer has obtained a Temporary Event Notice. The Hirer must produce a copy of the Temporary Event Notice to the Civic Centre staff not less than 24 hours before the period of hire.

#### **8. LIQUOR**

Alcohol can be brought into the Civic Centre for private consumption. No sale of alcohol is permitted unless a Temporary Event Notice authorising the sale of alcohol has been obtained. The Hirer must produce a copy of the Temporary Event Notice to the Civic Centre staff not less than 24 hours before the period of hire.

#### **9. CAR PARKING**

Parking is not included in the booking. Public parking is available in Arnot Hill Park on a first come first serve basis. Charges may apply.

If the Hirer requires the use of 5 or more car parking spaces, the Hirer must make a separate booking for use of the Council's events car park. Charges may apply.

## **APPENDIX 6**

### **RICHARD HERROD CENTRE SPECIAL CONDITIONS**

These Special Conditions are in addition to the Council's general Terms and Conditions of Hire.

#### **1. ADMINISTRATION**

All correspondence must be addressed to Richard Herrod Centre - Foxhill Road, Carlton, Nottingham, NG41RL, [RHerrod@gedling.gov.uk](mailto:RHerrod@gedling.gov.uk) or 0115 9612949.

#### **2. MINIMUM BOOKING TIMES**

One off bookings must be for a minimum period of 1 hour. The booking time must include time for setting up and clearing away.

#### **3. PAYMENT**

On all bookings for function rooms a non-refundable deposit of at least 25% is payable at the time of booking, the balance due two weeks before the date of the function. For bookings made within two weeks of the date of the function, full payment is required at the time of booking.

#### **4. PREMISES LICENCE**

The Hirer must comply with all the terms and conditions of the Council's Premises Licence under the Licensing Act 2003, a copy of which will be provided to the Hirer on request.

#### **5. INFLATABLES/BOUNCY CASTLES**

The Hirer must specify on the booking form that they intend to bring a bouncy castle or other inflatable play equipment onto the Venue.

No bouncy castle or other inflatable play equipment will be erected and used at the Venue unless provided by a registered company who will produce the following evidence, on request, that: :

- a) the operator of the equipment is registered with PIPA or ADIPS;
- b) a risk assessment has been completed prior to the booking, together with details of who will inspect the siting and suitability of the inflatable equipment on the day, including the pump equipment. Where the inflatable/bouncy castle will be sited outdoors, details should be provided as to the siting and suitability of ground anchors and who will monitor wind speeds throughout the use of the equipment;
- c) an annual safety inspection certificate is in place for the inflatable being used at the Venue; AND
- d) the operator of the equipment has a certificate of public liability insurance for the operation of the equipment to the value of no less than £5 million.

#### **6. SPECIAL EFFECTS**

The use of special effects (e.g. UV, strobe lighting) must be approved by the Council Representative and checked by the Council's Fire Officer prior to the event taking place. A notice must be displayed at the entrance to the room warning about the effects that will be in use and the Hirer shall ensure that the event staged does not involve danger to the public.

#### **7. FIREWORKS**

The use of indoor or outdoor fireworks is strictly prohibited.

#### **8. SALE OF PROGRAMMES AND MERCHANDISE**

Programmes and merchandise shall only be sold by representatives of the Hirer and not by the Council, its staff or their representatives.

The Hirer may only sell programmes or merchandise in designated areas and with the prior written consent of the Council. The Council may refuse or withdraw permission to sell programmes or merchandise at any time without prior notice and without any liability to the Hirer.

## **APPENDIX 7**

### **PAVILION SPECIAL CONDITIONS**

These Special Conditions are in addition to the Council's general Term and Conditions of Hire.

#### **8. ADMINISTRATION**

All administration for pavilion bookings is carried out at: Parks and Street Care, Gedling Borough Council, Arnot Hill Park, Arnold, Nottingham NG5 6LU, [parks@gedling.gov.uk](mailto:parks@gedling.gov.uk) or 0115 9013901.

#### **9. BOOKING TIMES FOR PRIVATE PARTIES**

One-off bookings for private parties must be for a minimum period of 3 hours and a maximum period of 6 hours (which includes time for setting up and clearing away).

All pavilions must be completely vacated by the Hirer by 9pm.

#### **10. CANCELLATION BY THE HIRER**

The booking may only be cancelled by the Hirer, without charge, if 7 days notification in writing is given to the Council.

#### **11. LIQUOR**

Alcohol is not permitted to be taken onto, sold from or consumed in any pavilion.

#### **12. STORAGE OF EQUIPMENT AND OTHER ITEMS**

Where a Hirer has been allocated a storage space by the Council, the Hirer shall ensure that there is safe and appropriate storage space identified (such as cages, boxes, hooks, shelves or other storage equipment as appropriate) within the pavilion. The Hirer shall ensure that all equipment or items are stored safely and securely and storage areas are kept in a clean and tidy condition.

No equipment shall be left in communal areas (corridors, shower areas, doorways, loft spaces, changing rooms, etc) and spot checks to be carried out by caretaker on behalf of property services to address housekeeping issues.

At the end of the booking or when the allocated storage space is no longer required (as appropriate) all equipment must be removed, and any equipment left in the pavilion will be disposed of.

All items stored by the Hirer at the pavilion are stored at the sole risk and responsibility of the Hirer who shall be responsible for and bear the risk of any and all theft, damage to, and deterioration of the items caused by any reason.

#### **13. MECHANICAL FAIRGROUND RIDES**

Use of Mechanical fairground rides of any size is not permitted without the express written permission of the Council.

#### **14. INFLATABLES/BOUNCY CASTLES**

Use of bouncy castles and other inflatable play equipment is only permitted in the absolute discretion of the Council (who may take into account the size of the Venue in their decision).

The Hirer must specify at the time of booking that they intend to bring a bouncy castle or other inflatable play equipment onto the Venue and the Council will confirm if this is acceptable. No bouncy castle or other inflatable play equipment may be brought to the venue without the express permission of the Council in writing.

No bouncy castle or other inflatable play equipment will be erected and used at the Venue unless provided by a registered company. It is the responsibility of the Hirer to ensure that the registered company providing the bouncy castle or inflatable equipment is able to produce, on request, evidence that:

- e) the operator of the equipment is registered with PIPA (Professional Inflatable Play Association) or ADIPS (Amusement Device Inspection Procedures Scheme);
- f) a risk assessment has been completed prior to the booking, together with details of who will inspect the siting and suitability of the inflatable equipment on the day, including the pump equipment. Where the inflatable/bouncy castle will be sited outdoors, details should be provided as to the siting and suitability of ground anchors and who will monitor wind speeds throughout the use of the equipment;
- g) an annual safety inspection certificate is in place for the inflatable being used at the Venue; and
- h) the operator of the equipment has a certificate of public liability insurance for the operation of the equipment to the value of no less than £5 million.

## **APPENDIX 8**

### **OUTDOOR SPORTS FACILITIES SPECIAL CONDITIONS**

These Special Conditions are in addition to the Council's general Term and Conditions of Hire.

Where a booking is accepted the Hirer is entitled to the use of the pitch, pavilion and car park as detailed in the booking.

#### **15. ADMINISTRATION**

All administration for joint outdoor sports facilities and pavilion bookings is carried out at: Parks and Street Care, Gedling Borough Council, Arnot Hill Park, Arnold, Nottingham NG5 6LU, [sportsbookings@gedling.gov.uk](mailto:sportsbookings@gedling.gov.uk) or 0115 9013901.

#### **16. BOOKINGS**

All bookings must be received no later than 12 noon on the Wednesday before the forthcoming weekend. Midweek matches must be booked at least 7 days in advance.

#### **17. CANCELLATION BY THE HIRER**

In the event that the Referee or sports team/group cancels a match before it starts due to bad weather/pitch conditions or because they have been unable to gain access to the changing facilities, cancellation notification must be received in writing by letter/email on the next working day at the Civic Centre or by email set out above. The Council will only consider a refund of any charges paid after written notification within the above timescales has been received by the Council.

#### **18. LIQUOR**

Alcohol is not permitted to be taken onto, sold from or consumed from the Venue.

#### **19. STORAGE OF EQUIPMENT AND OTHER ITEMS**

Where a Hirer has been allocated a storage space by the Council, the Hirer shall ensure that there is safe and appropriate storage space identified (such as cages, boxes, hooks, shelves or other storage equipment as appropriate) within the pavilion. The Hirer shall ensure that all equipment or items are stored safely and securely and storage areas are kept in a clean and tidy condition.

No equipment shall be left in communal areas (corridors, shower areas, doorways, loft spaces, changing rooms, etc) and spot checks to be carried out by caretaker on behalf of property services to address housekeeping issues.

At the end of the booking or when the allocated storage space is no longer required (as appropriate) all equipment must be removed, and any equipment left in the pavilion will be disposed of.

All items stored by the Hirer at the pavilion are stored at the sole risk and responsibility of the Hirer who shall be responsible for and bear the risk of any and all theft, damage to, and deterioration of the items caused by any reason.