



Chichester City Council

Venue Hiring Terms & Conditions

1. Definition

- 1.1. The owner of the Assembly Room, Crush Bar, Old Court Room, Kitchens, Car Park (the venue) is Chichester City Council referred to as the "Council".
- 1.2. The Council representative during the hire period will be referred to as "Facilities Officer"
- 1.3. The person or organisation hiring facilities is referred to as the "Hirer".

2. Application for Hiring

- 2.1. All applications must be made via the Online Portal <https://chichestercity.gov.uk/room-booking-calendar/>
- 2.2. The Council reserves the right to refuse any application without stating its reason for doing so.
- 2.3. Applications will not be considered:
 - a) From persons under 18 years of age
 - b) If made otherwise than upon the official application form/online booking
 - c) If organisations or individuals have current outstanding debts to the Council.
- 2.4. Applications must be completed and returned within seven (7) working days within the date of confirmation of booking, along with the deposit. Failure to comply with this may result in the reallocation of the date to another party. No public announcement of any function shall be made until the application for accommodation has been accepted on behalf of the Council in writing.
- 2.5. If the Council accepts the application, the person signing the application form shall be deemed to be the Hirer, and as such, the person responsible to the Council for the payment of the hiring fees and the observance of these conditions and regulations.
- 2.6. If the application is to host a charity event, proof of charitable status will be required.

3. Accommodation

- 3.1. The following details the maximum number of persons excluding staff and attendants, which shall at any time be allowed in the venue:

| Maximum Occupancy (Excluding Staff and Attendants) | | | | |
|----------------------------------------------------|---------------|----------|---------------------|------------------|
| | Theatre Style | Standing | Boardroom or Buffet | Wedding Ceremony |
| Assembly Room | 180 | 180 | 120 | |
| Crush Bar | n/a | 40 | 20 | |
| Old Court Room | 60 | 60 | 40 | |
| Council Chamber | | | | 55 |

- 3.2. The above numbers are subject to Personal Assistant requirements and wheelchair access. In connection with functions not specified above or where special arrangements are required, the Council - whose decision is final - shall decide the maximum number allowed

- 3.3. Lift usage - restrictions apply:
- a) maximum 8 persons with combined weight 630kg
 - b) Can be used for caterers and for moving equipment
 - c) Access for Mobility Scooters please ask Council Officer

4. Charges/Cancellations

- 4.1. Charges for hiring shall be in accordance with the current scale of charges and subject to alteration on the 1st April of every year.
- 4.2. The Council reserve the right to alter the charges at any time. A booking is not confirmed until full payment has been made and all booking information is with the Council.
- 4.3. Fees charged will be at the rate applicable at the time of the event.
- 4.4. Hire charges will be calculated from the time persons connected with the hire commence setting up, until the time the last person connected with the event vacates the venue.
- 4.5. All rooms to be vacated by 11:30pm. We reserve the right to make an extra charge after this time. On vacating the premises, the Hirer must remove all rubbish. We request that you separate your rubbish and recycle as much as possible.
- 4.6. Any additional service and staff provided shall be by mutual agreement and will be recharged to the Hirer. Additional costs as laid out in the hire charges will be incurred after your agreed departure time, unless otherwise agreed in advance.
- 4.7. A non-refundable deposit of £50 per day or £100 per week is payable at the time of application is confirmed. Settlement of the balance of the hire charges shall be made on receipt of the invoice. Payment of the invoice can be made online or in person at The Council House Please make cheques payable to "Chichester City Council".
- 4.8. All hirers will be subject to a Damage Deposit of £50 which will be refunded upon completion of the booking, subject to there being no damage to the building or excessive cleaning requirements. This is in addition to the non-refundable booking deposit.
- 4.9. Wedding Receptions/Parties/Events where alcohol will be served will be subject to an enhanced Damage Deposit of £300.
- 4.10. Cancellation of a booking:
 - a) More than six months in advance will result in the loss of the non-refundable deposit.
 - b) Between two and six months in advance will result in 50% of room hire cost being charged.
 - c) Less than two months' notice will result in 100% of room hire cost being charged.
 - d) Less than one week's notice will result in a £25 admin charge in addition to 100% of room hire cost being charged.
 - e) Weddings require 50% deposit at time of booking, the deposit is non-refundable in the event of cancellation. Balance in full is payable 30 days prior to ceremony date.

5. Cancellation and Postponement of Hiring

- 5.1. The Council shall be entitled to cancel the hiring and reallocate the available date for the following reasons:
 - a) At any time prior to the commencement of the function, it appears to the Council that the Hirer has made a material omission from or

misstatement in the application form, or where the purpose for which the hire is being used is not the purpose approved by the Council.

- b) At any time prior to the commencement of the function, the programme or other details of particulars have not been supplied, or if supplied, have not been approved by the Council.
 - c) Any sum or deposit payable is not paid by the Hirer by the date upon which it is due.
 - d) The Council themselves requiring the accommodation on the date on which it has been hired in connection with an occasion of national rejoicing or mourning or for a purpose, which, in the opinion of the Council, is of Civic or National importance by giving to the Hirer notice of cancellation; or
 - e) In the event of the accommodation being required on the date on which it has been let to the Hirer for the purpose of Parliamentary or Local Elections, but giving to the Hirer such notice of cancellation as the Council considers reasonable in the circumstances.
 - f) In the event of the individual, organisation or activities infringe the law or licensing regulations.
 - g) In the event of unforeseen circumstances whereby accommodation booked is not available for a function. In this case the Council will seek to re-locate the event or function in alternative, suitable accommodation, if and where possible.
- 5.2. The Hirer may, with the consent of the Council, surrender or postpone the hiring PROVIDED that any request is made in writing accompanied by the balance of the charges payable in respect of the hiring. However, the Council cannot guarantee availability of new dates and will not extend postponement for more than 90 days.

6. Sub-letting The Hirer when sub-letting the venue must be on site at all times as the responsible person due to their liability.

7. Damage, Loss and Accident The Hirer shall pay the Council the amount incurred by the Council in making good any damage to or loss of the building, furniture, carpets, furnishings, fixtures and fittings or any article or equipment belonging to the Council arising directly or indirectly out of the hiring of the venue.

7.2. The Hirer's liability for failing to leave the premises clean or for any damages/fault is not limited to the amount of the Damage Deposit. The agreed Damage Deposit confirms the hiring of the venue and our agreement that the hired period is not available for hire to a third party, but for the exceptions already listed. The Damage Deposit is also used should the Hirer not leave the premises in a satisfactory condition, including damages and breakages. The Damage Deposit amount is in addition to the hall hire costs and has a different use

7.3. The Council shall maintain adequate insurance policies to cover all statutory and other legal liability in respect of its property, its employees and members of the public, provided that the Council shall not be responsible for loss or theft of, or damage to any property belonging to the Hirer or their personnel.

7.4. The Hirer shall indemnify the Council against all actions, claims, costs, demands and the like made against the Council and attributable either directly or indirectly to the hiring of the accommodation on the terms, conditions and regulations herein contained.

7.5. The Council will not be responsible for any loss or damage to property of any person or injury suffered by any person hiring or using the Council House. It is the responsibility of the Hirer to ensure Public Liability Insurance and

appropriate Safety Certificates are held by those providing services to the Hirer, e.g. caterers.

8. Maintenance of Good Order

8.1. The Hirer shall at all times be responsible for the maintenance of good order during the function and shall ensure that no undesirable person is permitted to enter, remain, or otherwise make use of the accommodation and that no-one trespasses on parts of the venue not hired by the Hirer. The Council reserves the right to refuse admission and remove patrons attending Hirers' events at its own discretion.

9. Housekeeping

9.1. Emergency Procedures

- a) All Hirers are to comply with Emergency Procedures issued/displayed.
- b) Hirers must inform attendees of escape routes in the event of an emergency.
- c) All landings, corridors, passageways, stairwells and fire exits **must** be kept clear at all times in accordance with fire regulations. No fire doors to be wedged open at any time.

9.2. Accidents

- a) The Hirer must ensure that all accidents involving injury are recorded in the "Accident Book" which is kept at main reception on the ground floor.
- b) First Aid Kit is available at main reception on the ground floor.
- c) The Council is not obliged to provide First Aid, the Hirer should make alternative arrangements.

9.3. Noise – The venue resides in a residential area

- a) Hirers must keep noise at a reasonable level throughout their use of the building including when leaving and loading vehicles late at night.
- b) No amplified music is allowed after 10:30pm.
- c) Windows will be kept closed to minimise noise pollution to residents, air conditioning must be used when the room requires cooling. In the event windows need to be opened, this must be performed by the attending Facilities Officer.

9.4. Building Fabric

- a) It is not permitted to affix any items/decorations to the interior or exterior of the building, using any fixing including tape or Blue/White tac.
- b) All decorations to be removed at the end of the hire period.
- c) If helium ballons are used and end up against the ceiling, then the Hirer will be charged £5 per ballon removal.
- d) Confetti is not allowed inside or outside the building.
- e) No decorations are allowed in kitchens.
- f) The Council advises that it is prohibited to use advertising boards in the pedestrian area.
- g) The Hirer or attendees shall not remove any painting, engraving, photograph or other objects from any of the walls or display cases of the Council House.
- h) The Assembly Room hire includes the use of the Ante-Room; no food is to be consumed in this room.

9.5. Eco

- a) The Council is committed to use single-use plastics. Hirers are requested to use re-usable plates, glasses, cutlery etc. Or recyclable/compostable alternatives to single-use plastics.
- b) All rubbish produced must be removed from the venue and disposed of in an appropriate way. The Council asks that waste is recycled.

9.6. Kitchens

- a) Kitchens are available on the ground and first floors a Hirer must book this facility for use and detail what the facility will be used for: tea and coffee facilities, full catering.
- b) The Hirer must provide details of a professional caterer and they must have a valid food hygiene certificate.
- c) Deep Fat Fryers are not allowed in any circumstances.
- d) Caterers must only prepare and cook food in the kitchen areas.
- e) Cooking and heating of food can only take place in the ground floor kitchen where power is provided for portable ovens and warming cabinets to be connected.
- f) Food can be transported from the ground floor kitchen in warming cabinets to the first floor using the lift.
- g) All ovens and warmers brought on to site must be in good working condition and visually inspected (preferably PAT tested) before connecting to the power provided.
- h) Caterers must ensure their catering does not affect the fire alarm system.
- i) Caterers are not allowed to request smoke or heat detectors be turned off.
- j) Caterers must not use bottled gas appliances or naked flames.
- k) Appliances supplied by the Council must only be used for their intended purpose and left clean at the end of the hire period. Appliances provided are: Fridge, Urns, Kettle, Microwave, Dishwasher and Glasswasher.
- l) Any Council crockery, cutlery or glassware used must be cleaned, dried and placed back into cupboards. Any breakages must be reported to the Facilities Officer.
- m) All surfaces must be cleaned down with anti-bacterial spray at the end of the hire period and floors swept.
- n) All rubbish must be removed from site.
- o) Any issues must be reported to the Facilities Officer.

9.7. Provision of Alcoholic Beverages

- a) Hirers should notify the Council when bringing alcohol to the venue for consumption
- b) Any disruptive behaviour resulting from the consumption of alcohol will result in persons being evicted from the premises.
- c) All Hirers must observe licensing restrictions and request identification from any person appearing to be under **25 years of age** when serving alcohol.
- d) Alcohol must not be sold before 10am or after 11pm. The Hirer must endeavour to promote licensing objectives; these are for the prevention of crime, disorder, public nuisance, public safety, and the protection of children from harm.
- e) Signage must be displayed for; Illegal to sell alcohol to anyone under the age of 18, Identifying wine is sold in 125ml, 175ml and/or 250ml. Other specified alcohol in approved measures – Weights & Measures (Intoxicating Liquor) Order 1988 and detailing costs.

9.8. Toilets

- a) The Council provides toilets on the ground floor, including a disabled toilet with baby changing facilities in the ground floor lift foyer.
 - b) Condition of the toilets during period of hire will be monitored and maintained by the Facilities Officer.
 - c) The Council reserves the right to charge the Hirer for any additional cleaning required.
 - d) Any issues must be reported to the Facilities Officer.
- 9.9. Smoking
- a) The Council premises is a completely non-smoking venue, including under the Portico. ***Anybody found smoking or vaping on the premises will be subject to fines*** in conjunction with current legislation and may be barred from hiring.
- 9.10. Parking of Vehicles
- a) Parking availability is not guaranteed.
 - b) Under no circumstances will the Council accept any responsibility for loss or damage to any car or other vehicle, which in connection with the function, is brought or left within the Council House Car Park at the rear of the building. The Hirer shall ensure that no car or other vehicle is allowed to be parked in any unauthorised position, and that any instructions given by any of the Facilities Officers in regard to parking or vehicles are strictly observed. The Hirer must provide details of vehicles: Make, Model, Colour and Registration Number to the Facilities Officer; failure to do so may result in a fine.
 - c) Parking is only available for the Hirers present at the venue, on leaving the venue the vehicle must be removed.
 - d) The car park is in a residential area, please be considerate of our neighbours and do not chat in the car park or slam car doors or rev engines.
- 9.11. Animals
- a) Well behaved animals are permitted at the Hirers discretion. However, this may not apply if the Hirer is serving food.
 - b) Assistance dogs are permitted without restrictions.

10. Employment of Security Guards

10.1. The Hirer is responsible for the provision and cost of specialist security staff and door supervisors (Fully Licenced) must be provided at the discretion of the Council.

11. Performing Rights Society Ltd. Copyright & Royalties

11.1. The Hirer is responsible for notifying the Council when live or recorded music will be played in order that the Council can pay the required fees by law.

12. Lotteries, Raffles & Gaming

12.1. The Hirer must run lotteries, raffles and gaming in accordance with the "Gambling Act 2005".

12.2. The Hirer is responsible and liable for fines for non-conformance of the "Gambling Act 2005".

13. Prohibitions

13.1. All hirings are subject to the following prohibitions:

1.

- a) The Hirer shall make no alterations or additions to the lighting, heating, seating, gangways, fittings, fixtures or other arrangements of the accommodation without the express consent of the Council.
- b) Town and Country Planning (Control of Advertisements) Regulations 1992 in advertising the function, and that no fly posting shall take place in respect of any functions.

14. Right of Entry

14.1. Entry to and from the venue will be at the discretion of Council Officers who have final say over granting access.

15. Prevention of use of the Venue through strikes etc

15.1. The Council will not be responsible for any loss or damage suffered by the Hirer in the event of the accommodation not being available, by reason of accident, war, civil commotion, force majeure, strike, lockout or other like cause. The Council may, however, in such an event, without admitting any legal obligation to do so, return the deposit paid by the Hirer. The decision of the Council, as to whether the accommodation is not available, within the meaning of this clause shall be final and binding on the Hirer.

15.2. No responsibility will be accepted or compensation paid by the Council in the event of loss or damage suffered by the Hirer, on account of a failure of the lighting or other equipment in the accommodation.

16. Extra Fire Risks

16.1. In the event of the Council's insurance company requiring the Council to pay an additional premium in respect of fire insurance due to special fire risk created by or in connection with the function, the Hirer shall, in addition to the charges otherwise payable by them, pay to the Council before the function begins, a sum equal to the amount of the additional premium plus a £25 administration fee.

- a) Under no circumstances should any inflammable materials (including fireworks, candles, tea lights, incense sticks, oil lamps etc) be used at the venue.
- b) Under no circumstances should fire exits or fire exit routes be obstructed for any period of time.
- c) Under no circumstances can smoke machines or foggers be used, along with pyrotechnics.
- d) Bottled gas is not allowed on the venue site.

16.2. The Hirer is responsible for ensuring they can account for all their personnel via a register in the event of an emergency evacuation.

16.3. The Hirer is responsible for ensuring that all electrical equipment brought onto the premises is used, stored and turned off correctly.

17. First Aid

17.1. The Council would recommend that you supply first aid cover for your event. Contact details of the local St. John's Ambulance or Red Cross can be supplied.

18. Portable Appliance Testing

18.1. It is a legal requirement (Electricity at Work Act 1989) that any equipment used outside the home is tested to ensure it is safe to use. Any electrical equipment you bring into the venue must be maintained in a safe condition. The Council reserves the right to inspect electrical equipment and refuse use at the venue.

19. Equal Opportunities Policy Statement

19.1. The Council has a positive Equal Opportunities Policy. The aim of the policy is to ensure that no individual or organisation receives less favourable treatment on grounds of sex, race, colour, nationality, ethnic or national origin, disability, marital status, sexual orientation, social class, responsibility for dependants, age, trade union or political activities, religious beliefs, spent offences or is disadvantaged by any conditions or requirements which cannot be shown to be justified. The Council wishes all Hirers to apply these principles to all events and activities which they may organise in Council venues, and to have policies and procedures designed so as not to discriminate intentionally or unintentionally against any group or individual on any unjustifiable grounds. The Council encourages venue Hirers to respond positively to any special needs experienced by particular groups. The Council permits free entry to carers at all times.

20. Event Promotion

20.1. Responsibility for the promotion of events lies with the venue Hirer. The Council takes no responsibility for promotion. The Council is not responsible for the failure to promote any Hirer's event.

21. Special Conditions

21.1. The Hirer shall comply with the Council's Premises Licence conditions for music, dancing and stage plays and any other performances held in the venue.

21.2. A cleaning charge will be levied if the premises are not left in a reasonably clean and tidy condition and Hirer will be notified of this charge following vacation of the venue.

21.3. All decorations scenery including cloths, draperies, gauze cloths, hanging curtains and all fabric decorations on the stage should be flame retardant.

21.4. Copy of Hirers insurance must be supplied one month before any event.

21.5. Copies of risk assessments to be provided where required one month before the event.

22. Safeguarding

22.1. Children:

- a) Children attending the event must be accompanied by parent, guardian or appropriate adult.
- b) Any event involving children on stage must comply with the Children's (Performance) Regulations 1968. Failure to do so will result in a breach of conditions and cancellation of the event.
- c) Where Matrons are required, the names and licence details are required four weeks before the event.
- d) If licences are required for children to perform, these must be obtained and copies submitted four weeks before the event.
- e) It is the responsibility of organisations to ensure that best practice is followed in regard to child protection. The Council will ask to see where necessary the Child Protection Policies of the organisation. If, at any point, the venue has any concerns regarding child protection it will be reported following West Sussex County Council's Child Protection Policy.

22.2. Vulnerable Adults:

- a) Where the activity involves vulnerable adults, it is the responsibility of the Hirer to ensure best practice is followed. The Council will ask to see these policies where appropriate.

Please give consideration for this Grade II* Listed Building and leave it in a clean and tidy condition by observing our hiring terms.

ALL DATA IS HELD UNDER THE PROVISIONS OF THE DATA PROTECTION ACT (2018)

Full details of Chichester City Council's data protection and GDPR are available on the website:

I have read and agree to abide by all the stated terms and conditions.

Signature:

Name (Block Capitals):

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Company:

Position:

—

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Date:
