



TERMS & CONDITIONS OF HIRE



Terms and Conditions of Hire

These Terms and Conditions apply to all hirings and functions in Beccles Public Hall (BPH) and any part or parts thereof. Any mention of "BPH" in this document shall be taken to mean Beccles Public Hall, under the ownership of Beccles Lido Limited (BLL). Similarly, any mention of "the premises" or "the venue" should be taken to mean Beccles Public Hall & Theatre.

1. APPLICATIONS FOR HIRE

1.1 All applications for the hire of Beccles Public Hall must be made in writing on a "Booking Form for Beccles Public Hall" and forwarded to the address shown above. If the application is accepted, the Organiser or Organisation whose name appears on the application form shall be deemed to be the hirer and shall be liable for all hiring charges and payments thereby accruing and for compliance with the regulations and conditions contained within this document. BPH reserves the right to refuse an application without stating a reason for doing so and reserves the right to impose special conditions where, in its opinion, the nature of the application demands it.

1.2 No booking will be accepted without these Terms and Conditions being fully accepted and agreed to by the hirer.

1.3 On receipt of a booking form, BPH will confirm acceptance of the application by issuing an invoice for the full amount of the hire. The booking must be confirmed by the hirer by the immediate payment of a deposit of 10% of the amount quoted in respect of the hiring. No booking will be deemed as confirmed until the deposit is received. Payment of the full amount of the invoice will be accepted if preferred. The hirer must pay the balance(s) of any hire charges to BPH not later than the last day of the month preceding that in which the hire is due to take place. If the balance of the hire charges is not paid within the time stipulated, BPH may, at its absolute discretion, cancel the hiring forthwith. If a booking is made less than one month before the event, payment must be made in full on receipt of the invoice for the hire. The deposit paid in respect of the hiring is non-refundable, except in the circumstances detailed under Termination by BPH as shown below. Cheques must be made payable to "BLL (Public Hall Account)".

2. TERMINATION OF HIRE AGREEMENT

2.1 Termination by BPH

2.1.1 BPH may, by notice in writing to the hirer, terminate or suspend a hiring at any time for any of the following reasons:

- a) If the facility is required for a local or Parliamentary election or by-election, in which case the full hiring fee for the period of the suspension will be refunded.
- b) If in the opinion of BPH the facilities are unfit for use, in which case the full hiring fee for the period of the suspension will be refunded, except in any case where the unfitness arises from the action of the hirer.
- c) If the premises should be forced to close through fire; royal demise; war; public calamity; epidemic; strike; lock out; dispute with employees; act of God; by order of any licensing, local or public authority, or for any other reason whatsoever. In this case refunds will be offered where appropriate.
- d) If in the opinion of BPH the circumstances are such that the continuance of the hiring appears not to be in the interest of good management of the premises or is likely to lead to a breach of the peace. In this case no refund will be due to the hirer.
- e) For non-payment of fees due as set out in this document. In this case no refund of any amounts already paid will be due to the hirer.
- f) Other circumstances as deemed necessary by BPH, when refunds will be offered where appropriate.

2.1.2 The decision to terminate or suspend any hiring for any of the above reasons shall be at BPH's discretion alone: any such decisions shall be final. In all cases, and in particular if a forced closure of the Hall is likely to continue beyond the period of the hiring, BPH will give to the hirer prior notice so far as is practicable in the circumstances but shall not be liable for any damage or consequential loss or additional expense incurred or sustained by the hirer arising out of such termination or suspension.

2.2 Termination by the hirer

2.2.1 The hirer may cancel a booking by giving BPH notice in writing sent to the address above by recorded delivery. In such event, the following charges shall apply:

Cancellation over six months in advance of the booked date: Full return of any payments made (excluding deposit)

Cancellation between three and six months of the booked date: 15% of full payment

Cancellation between one and three months of the booked date: 25% of full payment

Cancellation between one and four weeks of the booked date: 50% of full payment

Cancellation less than one week from the booked date: 75% of full payment

Cancellation less than 48 hours from the booked time: 100% of full payment

Where the hall is subsequently re-let for the whole or part period of a cancelled hire, the full amount paid (or pro-rata for a partial re-hire) will be refunded to the original hirer (excluding deposit).

2.2.2 Failure by the hirer to give such notice of cancellation to BPH shall render the hirer liable for all charges in respect of the cancelled booking.

2.3 Breach of Agreement

2.3.1 If, in the opinion of BPH, the hirer fails to observe, perform or secure the due observance or performance of any of the hirer's obligations under this Agreement BPH may without notice forthwith determine the hirer's right under this Agreement and the hirer shall immediately vacate the premises. Such determination shall not release the hirer from any of their obligations under this Agreement nor affect any right or remedy that BPH may have to retain for their own use or benefit any monies received by them or to sue for damages for consequential loss.

2.4 Transfer & Rights

2.4.1 The hirer must not transfer this Agreement or assign the benefit thereof, nor share the use of the premises or any part thereof, without the previous written consent of BPH.

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

3. HEALTH & SAFETY AND EMERGENCY PROCEDURES

3.1 Health & Safety

3.1.1 The hirer shall comply with all current relevant Health and Safety legislation including but not limited to: The Health and Safety at Work etc Act 1974; Control of Substances Hazardous to Health Regulations (COSHH) 2002; Work at Height Regulations 2005; Electricity at Work Regulations 1989; Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 1995; Health and Safety (First-Aid) Regulations 1981.

3.1.2 The hirer is responsible for providing all Safety and Personal Protective Equipment (PPE) used by or on behalf of the hirer. The hirer must ensure that equipment used on behalf of the hirer is only operated by competent persons and that tasks are only allocated to trained staff competent to carry them out.

3.2 Hazardous Substances

3.2.1 The hirer must not bring hazardous substances into the premises unless express permission is granted by BPH. Any hazardous substances (including paint) must have an accompanying Chemical Substance Safety Data Sheet. The hirer must provide appropriate storage, training and Personal Protective Equipment (PPE). All hazardous substances stored by BPH on site will have a Chemical Substance Safety Data Sheet and a risk assessment will be carried out for each hazardous substance.

3.3 Working at Height

3.3.1 The hirer must ensure that appropriate access equipment is used when working at height and that all persons using the equipment are competent to do the work required. BPH and its staff will not be responsible for incidents occurring when ladders are used or failure to provide protection from falling objects.

3.4 Electricity at Work Regulations

3.4.1 BPH reserves the right to refuse the connection of any electrical equipment belonging to the hirer if it is considered to be dangerous or undesirable. It is the responsibility of the hirer to ensure that all their electrical equipment conforms to the provisions of the Electricity at Work Regulations 1989. The hirer shall produce, on request by BPH, a current and valid Portable Appliance Test (PAT) certificate for any or all of their electrical equipment. (N.B. BPH will arrange for PAT testing of equipment at the hirer's request. The equipment must be made available at the time notified by BPH and the hirer is responsible for all charges incurred.)

3.5 Responsible Persons & RIDDOR

3.5.1 Hirers will be required to nominate one or more Responsible Person(s) to be on site during hire periods when a representative of BPH is unable to be in attendance. The Responsible Person may not leave the site unless replaced by another nominated Responsible Person. Responsible Persons may be required to undertake training and attend update training at intervals determined by BPH.

3.5.2 The Responsible Person has a duty to report any notifiable incident occurring during the hire period (RIDDOR – Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995). A proforma report form for this purpose is available from BPH. Notifiable incidents include specified dangerous occurrences (near misses), serious accidents and gas incidents.

3.6 First Aid

3.6.1 Under the Health and Safety (First-Aid) Regulations 1981, there is no legal duty to provide first aid for non-employees (e.g. members of the public). However, the HSE strongly recommends that they are included in first-aid provision and hirers must ensure that where a needs assessment of their event indicates that first aid facilities are required, first aid provision is adequate and appropriate to the circumstances. Most events at BPH are likely to be considered 'low risk' and hirers may only need to provide an appointed person (e.g. the Front of House Manager) to take charge of first-aid arrangements. However, even in these circumstances it is still possible for an accident or sudden illness to occur and hirers may wish to consider having a qualified first-aider available.

3.6.2 Where one or more first-aiders are designated they must hold an appropriate current first-aid qualification. Typically, first-aiders will hold a valid certificate of competence in either first aid at work (FAW) or emergency first aid at work (EFAW). EFAW training enables a first-aider to give emergency first aid to someone who is injured or becomes ill while FAW training includes EFAW and also equips the first-aider to apply first aid to a range of specific injuries and illnesses.

3.6.3 Where a hirer's assessment of first-aid needs identifies that a designated first-aider is not required, the minimum requirement is to appoint a person to take charge of the first-aid arrangements and for calling the emergency services when required. Arrangements should be made for an appointed person to be available to undertake these duties at all times when people are in the Hall.

3.6.4 A BSI-approved first aid kit is provided for hirers' use and is located in the kitchen. An Automated External Defibrillator (AED) is located in the 'tardis' store in the foyer.

3.7 Emergency Procedures

3.7.1 The Responsible Person and any persons appointed by the hirer to be responsible for public safety (e.g. Front of House staff) must be aware of the egress routes and the procedures in the event of a fire or other emergency.

3.7.2 BPH staff will be responsible for testing the fire alarm system at regular intervals and for carrying out fire drills as necessary. All persons in the venue at the time of an alarm test or fire drill will be given prior notification.

3.7.3 Any person discovering a fire should:

- Shout a verbal warning to others in the vicinity and raise the alarm by operating the break glass switch at the nearest fire alarm call point. These are located next to each of the emergency exit doors, at the top of the stairs to the balcony and in the corridor outside the basement dressing rooms.
- Dial 999 to call the fire brigade (a landline telephone is located in the box office)
- Leave the building by the nearest available exit – do not stop to collect personal belongings
- Assemble with others clear of the building at the assembly point (corner of Tesco car park nearest the Hall)

On hearing the fire alarm:

- Leave the building by the nearest available exit – do not stop to collect personal belongings
- Assemble with others clear of the building at the assembly point (corner of Tesco car park nearest the Hall)
- Do not take risks
- Do not return to the building for any reason until authorised to do so

4. LICENSING & LEGAL REQUIREMENTS

4.1 Premises Licence

4.1.1 Beccles Public Hall is licensed for:

Dancing	Plays
Films	Recorded Music
Making Music	Entertainment of a Similar Description
Live Music	Sale by Retail of Alcohol
Performances of Dance	

4.1.2 The licensable activities may be carried out at the following times:

Sale by Retail of Alcohol:	Week Days (Mon-Fri inc.)	12:00 – 00:00
	Saturday	12:00 – 01:00
	Sunday	12:00 – 00:00
All other activities:	Week Days (Mon-Fri inc.)	10:00 – 00:00
	Saturday	10:00 – 01:00
	Sunday	10:00 – 00:00

4.1.3 The current Premises Licence for Beccles Public Hall is displayed in the foyer bar.

4.1.4 The hirer shall comply with all legislation, regulations and conditions for which Beccles Public Hall is licensed. This includes but is not restricted to music, dancing and stage plays, and the sale and consumption of intoxicating liquors, insofar as such licences are applicable to the hiring.

4.1.5 The number of persons admitted to events in the venue shall not at anytime exceed the numbers shown below and tickets must not be issued in excess of these numbers.

LOCATION	NUMBER
Auditorium Gallery – Theatre Seating	48
Auditorium Ground Floor – Theatre Seating	175
Auditorium Ground Floor – Cabaret-style Seating at round tables	120
Auditorium Ground Floor – Mixed standing/seated (e.g. for a 'gig' or dance – few small tables, limited seating)	150

4.1.6 Alternative seating or occupancy layouts to those shown above may be available but in all cases the layout used by the hirer must meet the requirements of the Licensing Authority and Suffolk Fire & Rescue Service and must be agreed with BPH at least four weeks prior to an event. For a Theatre Seating layout the chairs must be locked together in rows using the approved fixings with approved gangway and seatway widths maintained. No chairs, tables or other obstructions may be placed in gangways or emergency exit routes. Clear access to escape routes/exits, fire extinguishers and other fire fighting equipment must be maintained at all times. The hirer may be required to prepare a written Risk Assessment of the proposed seating layout. The hirer must maintain a record of the number of persons admitted and keep it available for inspection by BPH staff and other relevant authorities.

4.2 Performing Right Society (PRS for Music) & Phonographic Performance Limited (PPL)

4.2.1 Community buildings such as Beccles Public Hall are required to hold a PRS for Music licence for live music performances and a PPL licence for playing recorded music. PRS for Music licenses the public performance of musical compositions on behalf of songwriters, composers and music publishers whereas PPL licenses the public performance of recorded music on behalf of record companies and performers. From January 2012, PRS for Music and PPL introduced a new joint music licence for community buildings that grants the permissions needed from both organisations to play recorded music, and from PRS for Music to host live music.

4.2.2 Beccles Public Hall holds the joint licence to cover performances of copyright live music and the following uses of sound recordings:

- live events with performers in person such as concerts, gigs and recitals;
- variety shows, talent contests and pantomimes
- balls, dances, discotheques, and other social events with dancing;
- karaoke sessions; music quizzes and other events with featured recorded music;
- aerobic, keep fit and exercise classes;
- bingo sessions; bazaars and exhibitions;
- video and film shows;
- jukeboxes (audio or video) with or without background music facility;
- public reception of radio broadcasts and television transmissions (terrestrial, satellite or cable, whether analogue or digital);
- digitally-delivered music systems;
- background mechanical music by means of record, CD, CDRom, DVD, tape players or similar equipment; radio cassettes, music centres and the like.

Exclusions:

- musical performances or events for which the price of admission (whether by ticket, programme or otherwise) is £20 or more (chargeable under PRS for Music's appropriate tariff(s));
- certain theatrical performances in which the performing right is not administered by PRS for Music, such as but not limited to: ballet, and dramatico-musical works (operas, operettas, musical plays, revues or pantomimes) in so far as they consist of music specially written for them, when staged in their entirety, as potted versions, or in dramatic excerpts

Responsibility for holding the relevant PRS for Music and/or PPL licence and/or other performing rights in these circumstances rests with the hirer.

4.2.3 Hirers are reminded that in virtually all circumstances, the use of photocopied music is strictly illegal. Guidance in the form of a Code of Fair Practice has been agreed between composers, publishers and users of printed music and is available to download from the Music Publishers Association website at: www.mpaonline.org.uk.

4.2.4 The current joint PRS for Music/PPL licence for Beccles Public Hall is displayed in the foyer bar.

4.3 Gaming, Lotteries & Raffles

4.3.1 The hirer must only hold such lotteries as are lawful. The entire responsibility for the conduct of any such lottery shall be that of the hirer. The sale of raffle or lottery tickets to members of the public or the sale of raffle or lottery tickets prior to any event may require a licence. However, an incidental lottery may be exempt as long as:

- a) The event is non-commercial (there may be no element of private gain);
- b) It is incidental to the main event;
- c) The tickets are sold on the premises where the event takes place and while the event is taking place;
- d) The results of the lottery are made public while the connected event is taking place.

4.3.2 Should a licence be required, the hirer is responsible for obtaining such a licence. Further advice on raffles and lotteries is available from East Suffolk Council's Licensing Officer on (01502) 523619.

4.4 Activities Involving Children and Vulnerable Adults

4.4.1 Where the premises are used for performances involving children or young persons, or other activities involving children or vulnerable adults (other than private functions), the hirer must have a protection policy in force and provide written details to BPH. The policy must at least meet the standards set in the BLL-BPH Child Protection Policy (copy available on request). The requirements of the Protection of Children Act 1999 must be met, including that a child is supervised at all times under the charge of a chaperone approved by the licensing authority (except when in the charge of the child's parent/guardian or tutor) and, where required, child performing licences are obtained and available for inspection by BPH.

4.5 Radio Microphones

4.5.1 The hirer is responsible for ensuring that all their radio microphone equipment meets the current legislation and is covered by appropriate licences with respect to electrical equipment and radio frequencies. Beccles Public Hall holds a Channel 38 Licence covering the 606.000MHz to 614.000MHz UHF spectrum to allow the use of UHF wireless microphones. (NB Wireless microphones operating on Channel 70 in the UHF 863.000MHz to 865.00MHz spectrum and VHF 173.700MHz to 175.100MHz spectrum are licence free.)

4.6 WiFi

4.6.1 Access to the venue's WiFi facilities can be made available to hirers on request. A charge may be applied for this facility and will be advised on request.

4.7 Smoking

4.7.1 It is against the law to smoke in any areas of the Public Hall. The use of e-cigarettes and similar vaping devices is not allowed in any areas of the Public Hall. A smokers' bin is provided at the rear door of the premises and smokers are requested to keep clear of the door when smoking.

5. INSURANCE & LIABILITY

5.1 Insurance

5.1.1 Where an event is open to the public, the hirer must obtain a policy of insurance against third party risks not later than 14 days before the commencement of the event and shall, if requested by BPH, produce evidence of such insurance, together with a receipt for the payment of the last premium. The insurance policy shall be with insurers approved by BPH and shall be for a minimum cover of £2,000,000 (two million pounds).

5.1.2 The hirer may request on the booking form that BPH obtain public liability insurance for the hirer and on the hirer's behalf. Where this is the case, the hirer shall agree to pay BPH the correct fee for this service and shall agree to be responsible for paying any excess sums required by the insurance company in the event of any claim being made upon the insurance policy.

5.2 Damage

5.2.1 The hirer must defray the cost of making good any damage caused to the premises or damage to, theft of or loss of the goods, apparatus or appliances of BPH occurring in connection with the hiring. The hirer is advised to obtain adequate insurance to cover such costs. BPH may at its absolute discretion require a sum to be paid with the hire charge as a security against loss or damage. Such security will be returned after the hiring, subject to a deduction of the whole or part thereof for making good any damage caused in connection with the hiring.

5.3 Indemnity

5.3.1 The hirer shall indemnify and keep indemnified each member of BPH and its 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.

5.4 Exclusion of Liability

5.4.1 BPH, the directors, officers, servants, workmen, employees and agents shall exercise reasonable care towards hirers and their property but shall not be liable for:

- a) Damage to, or loss or theft of, any cash, equipment, furnishings or property of the hirer or any person engaged by the hirer however caused, placed, deposited, brought into or left at the premises.
- b) Damage to, or loss or theft of, any cash, article or item brought onto the premises by any member of the audience or party attending the premises in connection with the event.
- c) Strike; lock out; failure of supply of water, gas, electricity, or acts of God which may cause the premises to be temporarily closed or the event interrupted or cancelled.

5.4.2 BPH shall not be held responsible for the actions of those working under its auspices but will co-operate with the appropriate agencies to investigate any damage or crime committed.

6. GENERAL RULES

6.1 Conduct

6.1.1 The hirer must manage and conduct the hire/event in such a manner that nothing shall be said or done in or around the premises which is subversive of public law or order, or likely to lead to a breach of the peace. If, in the opinion of BPH, any such misconduct occurs, BPH may suspend the hire/event without liability to compensate or pay to the hirer any damages for consequential loss or expenses. The hirer is responsible for ensuring that the noise level of the hire/event does not cause inconvenience to neighbours of Beccles Public Hall.

6.2 Maintenance of Good Order

6.2.1 It is essential for the maintenance of good order and the safety of visitors to Beccles Public Hall that Security and Front of House (FOH) staff be provided by the hirer for all public events. The number of staff on duty for a given event will be agreed between the hirer and BPH and at least one responsible person must be in attendance in the hall, one in the gallery (if in use) and one in the foyer throughout the event. Such staff must be fully aware of the emergency arrangements and be sufficiently fit and able-bodied to give assistance to all persons (particularly those disabled or with special needs) while evacuating the premises in the event of an emergency. FOH staff must be readily identifiable to members of the public. BPH will provide Security and FOH staff to the hirer if requested, for which an additional charge will be made.

6.2.2 BPH may engage such security as Police Officers and other such persons as they may consider necessary to keep good order during any hire period. For this service the hirer shall pay the expenses so incurred to BPH.

6.3 Environmental Health, Hygiene & Cleanliness

6.3.1 BPH will ensure that the venue is in a clean and tidy state ready for use for the hire period. The hirer must ensure that litter is not left in or around the premises and must leave the premises in a clean and tidy condition after use. Should the premises be left in an untidy state, in the opinion of the Beccles Public Hall management, BPH reserves the right to charge an appropriate fee for cleaning the offending part or parts of the venue.

6.3.2 The hirer must ensure that the kitchen area is used only for the preparation and serving of food and drinks and associated activities. The kitchen must not be used as a dressing room, make up area, costume store or for the washing of paint brushes, etc or for any similar activities.

6.3.3 In the interests of safety and hygiene it is recommended that the hirer does not allow any person under the age of 16 years to work in the kitchen area.

6.4 Catering, Drinks, Refreshments

6.4.1 The hirer may request the provision of food, drinks or other refreshments from BPH as part of the hire. Wherever possible, BPH will meet the request at a charge to be paid in full by the hirer.

6.4.2 BPH will manage and operate the supply and sale of all beverages, snacks, ice creams, etc. sold on the premises. BPH will provide bar staff where a bar/refreshments service is requested on the "Booking Form for Beccles Public Hall" and will retain all proceeds from bar sales. No alcohol shall be sold for consumption off the premises nor shall alcohol purchased off the premises be consumed on the premises unless provided free of charge at a private function (subject to agreement at the time of booking). BPH reserves the right to open the bar and offer refreshments (including alcohol within the permitted times) at any time the venue is occupied.

6.4.3 The hirer may use an external caterer to provide food, drinks or other refreshments (subject to the exclusions in clause 6.4.2). The kitchen facilities at the venue will be available to the external caterer. The external caterer must be notified to BPH on the "Booking Form for Beccles Public Hall" and must be trained to a level at least equivalent to the CIEH (Chartered Institute of Environmental Health) Award in Food Safety & Hygiene Level 2 for Catering.

6.4.4 Whilst the legal obligation of the Food Information (England) Regulations 2013 (EU Regulation 1169/2011) to supply information on the allergens that are in food being served to consumers do not apply to non-food businesses that occasionally provide food at charity events or voluntary cake sales, for example, it is nevertheless good practice for hirers to provide details of the 14 allergens covered by the regulation before the consumer purchases food at a public event. The information can be given to consumers in a variety of ways, including notices, tickets or orally.

6.5 Disposal of Waste

6.5.1 A large black trade waste bin (V C Cooke) is provided at the rear of the Hall for the disposal of small amounts of rubbish. (NB The green bin does not belong to BPH and should not be used.) All general waste and recyclables (except glass) can be placed in the bin as it is sorted for recycling at the depot. Large amounts of waste and any toxic materials (e.g. empty paint cans) must be removed from the premises by the hirer. Glass bottles and jars should be taken to a local bottle bank (available in the car park at the rear of the premises). BPH reserves the right to impose a waste disposal supplement (see hire fees) if large quantities of waste are left at the Hall or inappropriate use is made of the waste disposal facilities.

6.6 Advertising

6.6.1 No placards, posters, banners or signs shall be displayed on any notice boards or other surfaces on the outside of Beccles Public Hall without the consent of BPH. Fly posting is an offence under the Town and Country Planning Act 1990 and the Local Authority may prosecute individuals or organisations that fly-post. BPH reserves the right to approve the content, quality and size of any displays and also the method of fixing. BPH cannot give any guarantee as to the number of posters or signs that can be displayed or for the period of display.

6.6.2 BPH reserves the right to affix bills, placards, advertisements or notices in or around the premises or the approaches thereto and reserves all rights of advertising in the premises by any means whatsoever.

6.6.3 BPH will endeavour to provide display and advertising facilities for all hirers' events taking place at the Hall, wherever possible. The main promotional display/advertising resources available are contained in a separate document "Display and Advertising Policy and Procedure for Hirers" which can be made available on request.

6.7 Ticket Office/Box Office

6.7.1 Where possible, BPH will operate a ticket office from the premises. Advance ticket facilities will be available to hirers on request – both to personal callers and online via the BPH website at www.becclespublichall.com. A charge may be applied for these facilities and will be advised on request.

6.7.2 BPH reserves the right to offer tickets for sale for future events at any event taking place in the Hall

6.8 Hirer's Equipment

6.8.1 Any/all equipment hired from any third party by the hirer of the venue must have appropriate test certificates and comply with any applicable and current regulation.

6.8.2 Equipment owned, hired or borrowed by the hirer and temporarily stored on the premises must be kept in a good, safe condition and covered by the hirer's insurance. BPH accepts no responsibility for loss, damage or theft of equipment that is owned by others where no agreement has been made with the hirer for that equipment to remain on the premises. Where an agreement has been reached (verbally or in writing) for the

hirer's equipment to remain on the premises during a period of hire, BPH will ensure that such equipment is not used or interfered with by another hirer during any intervening hire. However, BPH accepts no liability for loss, damage or injury caused from use of equipment owned by others.

6.9 Risk Assessments

6.9.1 The hirer is responsible for providing a Risk Assessment to cover any aspect of the hire if requested by BPH. The Risk Assessment must be submitted in writing at least 14 days prior to the event.

6.10 Car Parking

6.10.1 Car parking for hirers is limited to one vehicle at the rear of the premises by prior arrangement and permit only for the duration of the hire period. Requirements must be notified at the time of booking on the "Booking Form for Beccles Public Hall". A permit (transferable to different vehicles) will be issued by BPH. Temporary parking may be available for unloading equipment, etc. Parking is available in nearby streets and public car parks.

6.11 Maintenance

6.11.1 BPH and its staff reserve the right to carry out any necessary maintenance and minor works at any time and will seek to minimize any disruption to the hirer's activities taking place concurrent with the work.

6.12 Get Out

6.12.1 Subject to any agreements made in writing with BPH, the hirer will be required to ensure that all their articles and any properties are removed and cleared away at the conclusion of their hiring and to comply with such instructions in this respect as may be given to them on behalf of BPH. In the event of any property or article belonging to the hirer or their contractors being left after the clear-away time as agreed, the cost of removing the same will be charged to and recovered from the hirer, or alternatively the cost of hiring facilities for the storage of such items will be charged to and recovered from the hirer.

7. STAGE PERFORMANCES AND USE OF STAGE/AUDIO/LIGHTING & OTHER TECHNICAL EQUIPMENT

7.1 Stage Performances & Productions

7.1.1 The hirer agrees to produce and present, at their own expense, the production as described in the first section of the booking form. If the production contains material that, in the opinion of BPH, is in bad taste or likely to cause offence or is in breach of the law, BPH reserves the right to cancel or postpone any performance.

7.2 Technical Equipment

7.2.1 All technical equipment installed in the premises including, but not limited to, stage lighting, audio and video systems, etc. is available to be included in the hire where requested on the "Booking Form for Beccles Public Hall". An additional fee is payable for most technical equipment supplied. Except for the basic lighting installed in the Hall, operation of all technical equipment will be limited to BPH staff for which an additional fee is payable. The hirer may nominate persons to operate the basic lighting equipment on their behalf. BPH reserves the right to assess the competence of nominated users and to limit the range of equipment to be used.

7.2.2 The hirer must provide all additional sound equipment, stage lighting, stage sets, scenery, costumes, properties and effects necessary and incidental to the production. The hirer will not, without the prior written consent of BPH, make any alteration to the structural fittings, furnishings and decorations of the premises. Set building works or similar activities must have minimal impact on the fabric of the venue. Any changes to paint or structure must be put back to their original state within two days of the end of the hire period or before the next hire period of the venue, whichever is sooner. If the fabric of the building is not returned to its original state within the given timescale, any works and materials to rectify the changes will be charged to the hirer.

7.2.3 No equipment that requires a three-phase supply or a single-phase supply of 32A and above may be used unless residual current devices are provided for the protection of all BPH equipment and lighting circuitry.

7.3 Dangerous Equipment & Pyrotechnics

7.3.1 The hirer must ensure that at all times the event shall not be dangerous or hazardous to the performers, the audience, members of BPH or the hirer. With regard to weapons; firearms; lasers; pyrotechnics; explosives; inflammable spirit; flame; smoke or naked lights or performances involving hypnotism or strobe lighting effects, the hirer must hold the necessary licences and permissions and produce them for inspection by BPH or other persons in authority if and when requested.

7.3.2 BPH will normally allow the use of pyrotechnics in the venue subject to approval by the Licensing Authority. The hirer shall apply to BPH in writing for permission to use or have used on stage any pyrotechnic devices. The hirer must supply details as to the make and description of any pyrotechnic devices, and the frequency and extent of their intended use, giving not less than four weeks' notice prior to the date of the event. It is normal practice for the Technical Officer of East Suffolk Council to be consulted and if necessary to pass this information on to a nominated representative of the Licensing Authority. The hirer must co-operate with any request or demand of the Licensing Authority and County Fire Officer or his nominated representative in respect of the use of pyrotechnics.

7.4 Fireproofing

7.4.1 The hirer must ensure that all properties, scenery, effects, curtains, articles and equipment used in connection with the event are either inherently fireproof or are made fireproof with approved treatments. The hirer shall carry out and comply with every requirement and recommendation of the County Fire Officer and the Environmental Health Officer or other officer of East Suffolk Council.

7.5 Photographs and/or Video coverage

7.5.1 Except in the case of private functions, photographs or video may only be taken when any required licences and all necessary permissions have been sought and are in place (stage performances/child performers etc.).

7.6 Programmes and Merchandise

7.6.1 The hirer or the agents of the hirer or performers may only sell programmes and merchandise within and adjacent to the venue that are directly connected with the production.

8. AMENDMENTS

8.1.1 Amendments to these Terms & Conditions are solely at the discretion of BPH. BPH reserves the right to implement amendments at any time without further notice. Any amendment shall not be applied retrospectively.

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