

Hampshire Archives and Local Studies conditions of hire of Cinema or Education Workroom (for issuing to the hirer)

1 In these conditions :

‘Cinema’ means the Hampshire Archives and Local Studies cinema at Hampshire Record Office, Sussex Street, Winchester.

‘Education Workroom’ means the Hampshire Archives and Local Studies education workroom at Hampshire Record Office, Sussex Street, Winchester

‘Venue’ means both the Hampshire Archives and Local Studies cinema and education workroom at Hampshire Record Office, Sussex Street, Winchester

‘County Council’ means Hampshire County Council.

2 Acceptance of conditions

The hiring of accommodation is permitted only on the conditions outlined in the following regulations. Acceptance of the hire agreement is deemed to be acceptance of these conditions.

3 Compliance with conditions

The hirer (the person or body to whom the hire is granted) shall be responsible for compliance with these conditions.

4 Applications

Applications for the hire of premises should normally be made at least three weeks in advance. In general, reservations will not be accepted for dates more than twelve months in advance, except for special events such as those needing extensive preparations.

5 The Hirer shall satisfy himself that the facilities to be hired are suitable for his purposes.

6 The use of the premises must not interfere with the proper working of the Record Office or impair its efficiency. In particular the Hirer acknowledges that it will not have exclusive use of the site.

7 Catering facilities.

Catering facilities are not available, however hirers may bring drinks and biscuits only to serve on the gallery landing.

A penalty charge will be made if excessive cleaning is required after use of the premises.

8 Equipment

No use may be made of apparatus without specific permission. Hirers must not move the cinema lectern.

9 Fabric and fittings

The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. Only authorised persons shall use steps or ladders. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises. The Record Office's furniture and equipment shall not be moved except by prior arrangement. Official exit ways must be kept clear at all times. Any alteration or addition to the Record Office's lighting or electrical heating systems is strictly forbidden. The Hirer shall, at the end of the hire period, leave the accommodation in a reasonable tidy condition, all equipment being returned to the correct place of storage if requested to do so.

10 The Hirer is responsible for the safe guarding and safe keeping of all items belonging to the Hirer, its guests / delegates or third parties engaged by it. Hampshire Archives and Local Studies accepts no responsibility for such items.

11 Storage

Storage facilities cannot be provided.

12 Hirer's property

Apparatus required may be brought on to the premises at the Hirer's own risk. Hirers shall not bring on to the premises any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus, or article of a dangerous nature.

13 Assistance dogs are permitted, but hirers and their guests/delegates or third parties engaged by them must not bring other animals into the building.

14 The Hirer shall indemnify the establishment and Hampshire County Council against all claims for damages, compensation and / or costs in respect of :-

(i) bodily injury or illness to Third Parties, and / or

(ii) damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises.

15 The Hirer shall be responsible for loss or damage to the establishment's premises and contents therein the property of the Hampshire County Council.

16 The Hirer shall effect adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 15 & 16 above. (See appendix following Conditions of Hire for explanatory notes on insurance.)

17 Refusal of hire

Hampshire Archives and Local Studies may refuse an application to hire the cinema or education workroom if:

- (a) The premises are required by Record Office staff
- (b) There has been any damage to the property, or breach of these conditions during previous use of the premises by the hirer
- (c) For any other reason Record Office staff deem it necessary or expedient to refuse the application.

No compensation shall be payable by Hampshire Archives and Local Studies by reason of such a decision.

18 Cancellation by Hampshire Archives and Local Studies

Hampshire Archives and Local Studies reserve the right to cancel any hiring without notice if:

- (i) the accommodation will, due to circumstances outside their control, be unavailable for the hire period or
- (ii) the Hirer has failed to disclose material information concerning the proposed hiring, or
- (iii) there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.

In the event of (i) all hiring fees will be refunded to the Hirer, but Hampshire Archives and Local Studies shall have no further liability to the Hirer. In the event of (ii) and (iii) any refund of hiring fees shall be at the discretion of Hampshire Archives and Local Studies.

Apart from exceptional circumstances, Hampshire Archives and Local Studies will give at least four weeks' notice to the hirer, should it become necessary to cancel or postpone a letting.

19 Cancellation by the Hirer

The Hirer must give at least four weeks' notice of cancellation to Hampshire Archives and Local Studies. If any shorter period of notice is given, Hampshire Archives and Local Studies reserves the right to pass on to the hirer any costs unavoidably incurred or to impose a cancellation charge as follows: 25% of the cost is payable if a booking is cancelled up to a week in

advance, 50% within a week of the booked date, and 75% on the day or in case of failure to appear.

20 Payment of charges

The Hirer shall pay the hiring fees, including any deposit, at the current rates.

21 The Hirer acknowledges that in the event that the Hirer cancels the hiring there will be a cancellation fee payable as set out in the attached Schedule and any refund of monies already paid will be at the discretion of Hampshire Archives and Local Studies.

All hire charges must be paid before a booking can be confirmed. Until payment is made, a booking will remain provisional.

Hampshire Archives and Local Studies reserves the right, on proper notification, to invoice the Hirer for any charges arising from excessive cleaning time incurred as a result of the Hirer failing to leave the accommodation in a reasonable condition, or for repair of the premises or equipment damaged by the Hirer, or resulting from the Hirer failing to vacate the premises by the time stipulated in the hire form.

The Hirer shall, if so demanded, pay at the time of booking a refundable deposit to be held by the Record Office against costs unavoidably incurred as the result of insufficient notice of cancellation of booking, any damage caused by the Hirer, or additional cleaning required as a result of the premises not being left in a reasonably tidy condition. The proportion of the deposit to be retained will be decided by Hampshire Archives and Local Studies and its decision will be final.

22 Statutory requirements

All statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the Hirer. Film, music, dancing, indoor sporting events and stage events may be considered to be regulated entertainment and, as such, are licensable activities which require authorisation from the local licensing authority. For all regulated entertainment, it is the hirer's responsibility to inform the local Licensing Authority and obtain the appropriate licence. This applies if tickets are to be sold at the door or advertised to the public, but also if tickets are offered to friends and neighbours or even if admission is free and open to all.

No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises unless the hirer has obtained the permission of the Society. No copyright material may be delivered or performed unless the consent of the owners of the copyright has been obtained by the Hirer. The Hirer must indemnify Hampshire Archives and Local Studies and the County Council against any action for breach of copyright.

23 Attendance and behaviour

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved or the capacity of the venue (cinema: 80 seated and 1 wheelchair space; education workroom: 25 conference style/20 cabaret style).

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated. The Hirer shall at all times provide an adequate number of supervisors for any activity and those supervisors shall be present throughout the hiring period. The Hirer shall be liable for damage caused by unruly or inappropriate behaviour.

It is the Hirer's responsibility to ensure that all those attending are made aware of their responsibilities, and the County Council's and Hirer's insurance arrangements.

- 24 Hampshire Archives and Local Studies reserves the right to exclude individuals or companies that it considers undesirable or inappropriate. If Hampshire Archives and Local Studies' representative on duty considers the behaviour of the Hirer, its guest / delegates or third party contractors to be unreasonable, then the representative may cancel and / or terminate the event with immediate effect and Hampshire Archives and Local Studies shall not be obliged to refund any part of the Hire charge.

25 Alcohol

If alcoholic drinks are to be sold directly or provided as part of the price charged for entry or food, it will be the responsibility of the hirer to ensure that a Temporary Event Notice is obtained from the local licensing authority. The Hirer agrees to comply with all conditions and limitations attached to the Temporary Event Notice s/he obtains.

Hampshire Archives and Local Studies requires sight of a Temporary Event Notice prior to the letting if alcoholic drinks are to be available in the circumstances outlined above.

26 Gambling

The premises may not be used for games of chance, other than bingo, unless specific permission has been granted by Hampshire Archives and Local Studies.

27 Emergency evacuation procedures

Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of evacuation in the event of a fire, bomb warning or any other threat to safety. The Hirer is responsible for ensuring that persons attending are made aware of the evacuation procedures, especially in relation to those unable to use the stairs without assistance. Fire and other exits must be kept clear at all times.

In an emergency, evacuation is down stairs, via an evacuation chair if necessary. It is the responsibility of event organisers to liaise in advance with Record Office staff to ensure that arrangements are in place for the safe evacuation of wheelchair users or anyone with access issues. As there are currently only two evacuation chairs available, the Record Office is unfortunately unable to take bookings for groups where more than two customers would require the use of an evacuation chair in an emergency.

As Record Office staff are not trained in the moving and handling of people, users who would require the use of the evacuation chairs must be able to self-transfer to the chairs in the event of an emergency, or bring a helper to assist their transfer.

28 Smoking

No smoking is allowed on Record Office premises.

29 Use of the premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is only available for up to two blue badge holders.

30 Right of access

Hampshire Archives and Local Studies and its agents reserve the right of access to the premises during the letting.

31 Hampshire Archives and Local Studies or its representative reserves the right to suspend or withdraw use of the venue by an individual or group with immediate effect on the following grounds:

- causing intentional damage to the Record Office, its equipment or any personal belongings of other users
- violent, threatening or abusive behaviour to a member of staff or other users
- theft of any property belonging to the Record Office or other users
- disruptive behaviour which is interfering with the activities of others
- behaviour which puts at risk the health, safety or well-being of others
- non-compliance with or breach of licensing laws
- behaviour which is deemed to be offensive and / or results in complaints from users
- refusal to follow reasonable directions from Hampshire Archives and Local Studies staff

- non-payment of invoices
- any other behaviour which is considered inappropriate to the smooth and efficient operation of the Record Office, or against the interests of all users.

Following the suspension, the user will be given reasons in writing and will be offered the opportunity to appeal to Hampshire Archives and Local Studies whose decision will be final.

32 The Hirer may not assign or sub-let the hire of the venue.

SCHEDULE OF CANCELLATION FEES SUBJECT TO CHANGE AT ANY TIME

A cancellation fee may be payable; 25% of the cost is payable if a booking is cancelled up to a week in advance, 50% within a week of the booked date, and 75% on the day or in case of failure to appear.

- o Advance bookings only
- o No Sunday bookings
- o Hampshire Archives Trust corporate members receive a 15% discount
- o Block booking 5 or more 20% discount
- o Only one discount will apply
- o Cost includes IT equipment
- o Each booking must allow ¼ hour at beginning and end to set up and take down equipment.

APPENDIX

HIRER'S INSURANCE – INDEMNITY CLAUSE

In accordance with the terms of hiring it is customary to require persons / organisations to accept responsibility for damage to the premises and its equipment and for the Third Party claims involving injury to persons and / or damage to property.

A INJURY TO PERSONS OR PROPERTY

- 1 The Hirer shall indemnify the Record Office and Hampshire County Council against all claims for damages, compensation and / or costs in respect of :
 - (i) bodily injury or illness to Third Parties, including the County Council's servants and agents and / or
 - (ii) damage or loss to Third Party property caused by, or arising out of, or being incidental to the Hirer's use of the premises.
- 2 The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of
 - £10 million for commercial hirings except where otherwise agreed
 - £5 million for non-commercial hirings

B DAMAGE TO PREMISES AND EQUIPMENT

- 1 The Hirer shall be responsible for the loss of, or damage to the premises and contents therein, which is the property of the Record Office and /or Hampshire County Council, except when loss or damage to the premises or contents are as a result of the negligence of Hampshire Archives and Local Studies or Hampshire County Council.
- 2 The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of
 - £10 million for commercial hirings except where otherwise agreed
 - £5 million for non-commercial hirings

Hirers must produce evidence that the required insurance cover is in place at least 7 days before the event.

NON-COMMERCIAL HIRERS

Due to difficulties experienced by non-commercial hirers in arranging Public Liability Insurance with a Limit of Indemnity of at least £5 million (the lowest limit acceptable for use of Hampshire County Council premises) the County Council has arranged for

the following policy, and Hirers who cannot produce evidence of Public Liability insurance, must as a condition of the proposed hiring, take out the Hirer's Insurance arranged by Hampshire County Council, (provided they do not fall within the definition of the exclusions listed below) and the premium is included in the hiring fee payable.

HAMPSHIRE COUNTY COUNCIL – ON BEHALF OF NON-COMMERCIAL INDIVIDUALS AND ORGANISATIONS HIRING COUNTY COUNCIL SCHOOLS, COMMUNITY COLLEGES, EDUCATION CENTRES AND OTHER HAMPSHIRE COUNTY COUNCIL PROPERTIES

OPERATIVE CLAUSE

The indemnity will cover individual hirers for their legal liability for injury / illness to third parties and / or loss / damage to their property, and loss or damage to the premises and contents hired, including such liability that may be imposed on the Hirer under the terms of the hiring agreement.

LIMITATIONS

For loss / damage caused other than by Fire or Explosion, cover is subject to an Excess of £100

Damage resulting from Fire or Explosion is limited to £5 million

EXCLUSIONS

Political Meetings and Professional Entertainment Promotions

Commercial, business or trade hiring

PREMIUM

The premium is charged within the Hire Fee

NOTE

This is a public liability insurance policy. It does not provide cover for:

Employers Liability – If the hirer has employees the hirer must provide this cover.

Professional negligence of the hirer – if the hirer is providing a professional service they must take out this cover for themselves.

Personal Accident – cover for participants in the hirer's activity where they have been injured as a result of a pure accident and there is no negligence on the part of the hirer.

For hirer:

Name.....

Address and telephone number

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For (organisation).....

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Date

Privacy notice: The personal data you provide contacting Hampshire Archives and Local Studies will be treated in accordance with **Data Protection Legislation**. Your data will only be used to process your booking and for activities related to fulfilling your request. It will not be shared with third parties. Your data will be retained for six years from the end of the current financial year for legal and audit purposes. The legal basis for our use of this information is that it is necessary for the performance of a public interest task. You have some legal rights in respect of the personal information we collect from you.

Please see our Data Protection web page for further details:

www.hants.gov.uk/aboutthecouncil/strategiesplansandpolicies/dataprotection