



Conditions of Hiring Leisure Facilities and Open Spaces

In these Conditions the expression 'Facilities' means the Community Centre, Mill Street, Kirkham, PR4 2AN or the William Segar Hodgson Pavilion, Coronation Road, Kirkham, PR4 2HE. The expression 'Open Spaces' means any of the Parks and open areas within the town and the expression 'Council' means the Leisure Parks and Open Spaces Committee of Kirkham Town Council.

1. Application for Hire of a facility

Please fill in an Application Form which is available from reception at the Community Centre in person, by phone (01772 682755) or by email (kirkhamcouncil@btconnect.com). On receipt of the form we will consider the booking confirmed. The Council reserves the right to grant or refuse approval of any application.

The person signing the application form will be considered the Hirer or where a promoting organisation is named on the Application Form, that organisation will be considered the Hirer and will jointly or severally be liable with the person who signs the Application Form.

Provisional bookings will be held for 14 days only, after which period the Council will allow the date to be freed for other hirers.

Use of any equipment in the Centre should be agreed in advance with the centre, and the Hirer will be held responsible for any damage of that equipment, the cost of which must be paid to the Council immediately.

It should be noted that the Council do not provide staffing or assistance in the setting up or taking down of furniture or equipment loaned to the Hirers. The Hirer must therefore make adequate provision of staffing for such purposes to meet the Council's Conditions of Let.

2. Application to carry out activities on an Open Space

Please fill in an Events Form which is available from reception at the Community Centre in person, by phone (01772 682755) or by email (kirkhamcouncil@btconnect.com). On receipt of the form we will consider the event and confirm. The Council reserves the right to grant or refuse approval of any application.

The person signing the application form will be considered the Organiser or where a promoting organisation is named on the Application Form, that organisation will be considered the Organiser and will jointly or severally be liable with the person who signs the Application Form. If the event involves charging attendees then Council may charge for granting permission.

The Community Centre, Mill Street, Kirkham, PR4 2AN Tel 01772 682755

Email: kirkhamcouncil@btconnect.com

www.kirkhamtowncouncil.co.uk

Town Clerk- Emma-Jo Duffy

3. Breach of Conditions

In the event of a breach of any of the Rules, Regulations and Conditions, the Council reserves the right to cancel all or any further bookings.

4. Additions to or Modifications of Conditions

The Council reserves the right to impose any other conditions or to modify these conditions if it is considered necessary or desirable.

5. Advertisement and Decorations

No board, placard, notice, ensign or emblem shall be exhibited outside the Facility without the previous consent of the Council. Details of decorations which the Hirer wishes to install must be agreed on booking.

6. Entrance etc.

The Hirer must at all times ensure that all entrances, exits, gangways and stairways, to from or within the Facility are kept free and unobstructed. When music and dancing functions are held the Hirer must also ensure that the "Emergency Lighting System" is in operation throughout the event.

7. Apparatus, Furniture and Fixtures

Any apparatus, utensil, fixture or machine used by or on behalf of the Hirer shall be left by the Hirer in a thoroughly clean and proper working condition to the satisfaction of the authorised Officer of the Council, and the Hirer will also be held responsible for the immediate destruction or disposal of any unconsumed food, debris or litter which may have resulted from the hiring. No confetti or other material of a similar nature shall be used within the facility. No person having the use of the Facility or other rooms shall interfere with the electric or gas fittings or meters or any other fixtures. No person shall drive any nails or screws into, or affix any machinery, placards or other articles to, the floor or walls, furniture or fittings. All articles producing an offensive smell and all steam, electric, gas and other engines are excluded from admission to the Facility. Use of articles of an explosive or pyrotechnic nature are subject to written permission and their use must comply with the current regulations.

All equipment must comply with the current regulations and be approved by the Proper Officer of the Council.

8. Responsibility for Damage

The Council shall not be responsible for any loss of or damage to any property arising out of the hiring, for any loss, damages or injury which may be incurred by, or be done or happen to, any person or persons, resorting to the premises during the hiring from any cause whatsoever, or for any loss due to any breakdown of machinery, failure to supply electricity, leakage of water, fire, government restriction or act of God which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled and the Hirer shall indemnify the Council against any claim which may arise

out of the hiring or which may be made by any person reporting to the premises during the hiring in respect of any such loss, damage or injury. The Council shall not be responsible for any loss or damage to any property or goods left on the premises.

The Hirer shall be responsible to the Council for all damage done to the property of the Council, including crockery and glass, during the period of the letting, and shall pay to the Council, on demand, the cost incurred in making good such damage. All items should be checked with the inventory as any losses will be charged for.

9. Staffing

The Hirer will be responsible for the provision of any staff deemed necessary by the Council. Failure to provide staff as deemed necessary will be construed as a breach of the conditions.

Should it be necessary for the Council to provide staffing hours to remove furniture and return the building to its normal clean and tidy state, the Hirer will be charged for this staff time at the appropriate rate.

10. Cancellations

The Council reserves the right to cancel the booking at any time, (without compensation to the Hirer, without being liable to account to the Hirer for any loss or damage sustained but subject to the return of the deposit or hire charge) in the event of the Centre being required for use by the Council for any national or local emergency or any purpose of national or local importance, or any Council event not contemplated at the time of hiring or if the Facility shall be closed on consequence of any public calamity, royal demise, epidemic, fire, act of God, war or its consequences, or is not available for the purpose of the hiring from the withdrawal or suspension of any license or for work required to be done by the Licensing Authority or by reason of any strike or lock-out of any workmen interfering with the efficient or safe working of the premises, or in consequence of any cause whatsoever (including failure or reduction of electricity, power, fuel, water or bar supplies, not within the control of or by the default of the Council, or as contained in Breach of Condition, or any combination of the above.

Any Hirer wishing to cancel any booking must inform the Proper Officer of the Council giving at least 14 days clear notice. Failure to do this will result in a 50% cancellation charge being made.

11. Responsibility for Order

The Hirer will be responsible for ensuring that good order is kept in the premises during the hiring and the Council may, if it thinks fit, charge the Hirer for any extra expense it may incur to preserve order prior to, during or after any entertainment or meeting held in the premises.

The Hirer will be responsible for ensuring that the regulations of the Police and Licensing Authorities are strictly complied with.

12. Purpose of Hiring, Sub Letting etc.

All commercial lettings shall be at the discretion of the Council at a hire charge as set out in the scale of charges. One day sales are not allowed in the facilities. The Council reserves the right to exclude any person from the facility.

No portion of the premises may be sublet. Shooting Galleries and Indoor Football are prohibited and no part of the premises may be used for the sale by auction of any goods whatsoever except with the prior approval of the Council.

Cinematography Exhibitions and Performances require licensing under the Cinemas Act 1985 and therefore require special applications to the Licensing Authority at least 28 days in advance. The cost of applications must be borne by the Hirer.

13. Numbers

It will be a condition of the letting that the maximum number of persons to be admitted to any function shall be in accordance with the following limits.

Attendance:	Main Hall Community Centre	250 persons
	Function Room Community Centre	150 persons
	William Segar Hodgson Pavilion	60 persons

14. Inspection and Access

All parts of the premises are to be free and open to the access of authorised Officers of the Council, Police Officers, or Fire Services, whether in uniform or not, for the purposes of inspection and/or enforcement of the conditions of the hire and of the preservation of peace and good order. The reasonable requirements of the authorised representatives of the Council, Police Officers or Fire Service by the hirer, his/her servants and agents, shall at all times be complied with.

15. Vacation of Centre

The Hirer shall, at the expiration of the time specified in the hiring, vacate the premises and leave the same in a clean and orderly state and return all furniture and equipment to its normal position in accordance with the 'Leaving the Premises' signs displayed in the facilities.

16. Charges

The scale of charges supplied sets out the level of fees for all users of the Facilities. The charges made cover the full period of the hire (for example from the starting time set out on the booking form).

The level of fees set out for events organised for commercial or personal profit are subject to the letting being agreed by the Council.

All charges are subject to periodic review at the discretion of the Council.

Invoices for the hire fees will be sent to users at the end of each month of the letting and payment should be made to the Proper Officer of the Council *within 7 days*.

17. Opening times of the Premises

The normal time of closing is 10.30 pm Sunday and 11.30 pm Monday to Saturday.

The operating times of the various Entertainment Licenses are set out in Condition 21.

The premises must be completely vacated at the time specified for that session, and equipment and supplies removed from the premises. If this condition is not complied with, a charge for an extra two hour block hire will be made for each hour or part hour in which the facility continues to be occupied.

18. Performing Rights and Copyright

The Hirer shall not use the Facility, or any part thereof, for the performance in public of any dramatic or musical work or for the delivery in public of any lecture in which copyright subsists without the consent of the owner of the said copyright or in any other manner infringe any subsisting copyright. The Hirer will indemnify the Council against all sums of money which the Council may have to pay by reason of any infringement of copyright during the period of the hire.

19. Sale of Intoxicating Liquor (Community Centre only)

The Community Centre is licensed for the sale of intoxicating liquor for consumption on the premises within strictly laid down conditions which are:

“The sale of liquor shall be restricted to persons attending functions at the Centre which are organised by or authorised by the Kirkham Town Council. Admission to the event to be by ticket previously obtained or written invitation. NO TICKET SALES AT THE DOOR.

No off-sales or Occasional Licence Applications shall be permitted.

The licensee to undertake to notify the Local Constabulary before the function takes place.”

The Council reserve the right to refuse the use of Liquor License to allow the provision of intoxicating liquor if in its opinion this would be desirable, having regard to the type of function proposed by the Hirer.

The sale of intoxicating liquor must cease at 12.00 pm.

The consumption of intoxicating liquor by persons under the age of 18 years is strictly prohibited.

20. Public Music and Dancing (Community Centre only)

The Community Centre is Licensed for Public Music and Dancing within the under-mentioned restrictions.

Attendance: Main Hall 250 persons

 Function Room 150 persons

The Community Centre, Mill Street, Kirkham, PR4 2AN Tel 01772 682755

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Town Clerk- Emma-Jo Duffy

The operating hours of the Licence are:

Monday to Saturday	10.00 am – 12.00 midnight (*see note below)
Christmas Day and Good Friday	3.00 pm – 5.00 pm then 7.00 pm – 10.30 pm
Sunday	7.00 pm – 10.30 pm

* Note: The timing of this Licence does not override the closing time of the Centre as outlined in Conditions 18 & 23.

21. Drama and Theatre Licences (Community Centre only)

Special Licensing arrangements set out in the Theatres Act 1985 govern Drama and Theatre performances. Applications for such Licences must be made to the Licensing Authority by the Authorised Officer of the Council at least 28 days in advance of the event. *The Hirer is responsible for all the costs incurred in the provision of such licences.*

22. Extensions of Time and Clearance/Security of Premises

The normal time of closing is 10.30 pm Sunday and 11.30 pm Monday to Saturday.

The premises must be completely vacated within 30 minutes after the close of the booking and equipment/supplies removed from the premises, all furniture returned to its specific location unless authorisation is given for its temporary storage. If this condition is not complied with, a charge of an two hour block hire will be made for each hour or part hour during which the Centre continues to be occupied.

It is the responsibility of the Hirer to ensure that all keys obtained for access to the premises are returned to the authorised Officer immediately after the close of the event, unless approval for a delay of their return is authorised. The Electric Cooker control switch must be switched off and the building left in a secure state before the Centre is vacated. The Hirer is responsible for ensuring that the burglar alarm is set before leaving the building.

23. Car Parking

Adequate parking spaces are provided on the Town Car Park adjacent to the Centre.

24. Exclusions

The Hirer shall not permit anything to take place on the premises which is unlawful or, in the opinion of the Council, of an objectionable character or contrary to the specific use requested in the hire.

No persons other than Artistes, Members of Orchestras, or the staff employed by the Hirer shall be allowed on the stage or behind the scenes in any circumstances.

25. Sale of Tickets

The sale of tickets at the door is confined to events where the intoxicating liquor license is not in use

(see Condition 20). The sale of tickets at the door must cease at 9.30 pm and the right of admission or re-admission after the time is reserved by the Council.

26.Stage Lighting and Equipment

The use of the stage lighting equipment, music equipment and public address system will be granted only if the Council is satisfied that it will be operated by a competent person.

Stage lighting lamps may only be moved when required for stage shows, plays, fashion shows, and then only by a competent person or the authorised Officer of the Council.

No additional lights or extension from the existing electric light fittings or the public address systems shall be used without the previous consent of the Council and must be in strict compliance to the current regulations appertaining thereto.

Revised August 1992, amended June 1997, January 2000 and August 2016 and August 2019.