

## CALSTOCK ARTS

The Old Chapel, Sand Lane, Calstock, Cornwall PL18 9QX  
telephone : 01822 833183 email : [mail@calstockarts.org](mailto:mail@calstockarts.org) website : [calstockartsvenuehire.co.uk](http://calstockartsvenuehire.co.uk)

# CONDITIONS OF HIRE

*This agreement is a binding contract between you personally, as Hirer, and Calstock Arts Community Interest Company.*

### Specific Conditions of Hire:

#### Hirer's Responsibilities:

- 🕒 **Keys:** The Hirer must be at The Old Chapel at the time agreed to accept keys and remain at the venue until the end of the session to hand the keys over as arranged.
- 🕒 **Licenses:** Ensure that the terms and conditions of any necessary licenses and special conditions (alcohol, performing rights, fire regulations etc.) are strictly adhered to, and to ensure that the premises are only used for the purpose specified in the booking contract. The premises may not be sub-let to any other user.
- 🕒 **Lighting:** Ensure the outside overhead front door light is on at all times from sunset onwards.
- 🕒 **Damage:** Be responsible for reporting and paying for the making good of any damage caused during the hire period. This includes the building, its fixtures, fittings, furniture, equipment and surrounding grounds.
- 🕒 **Smoking:** Ensure the no smoking policy inside the building is strictly adhered to. Outside smoking must be accessed via the Kelly Room Fire Doors, and the adjacent area used for this purpose. The front entrance must not be used for this purpose to comply with the terms of our licence.

**Noise:** Ensure that the noise levels are maintained within environmental health guidelines, i.e. noise shall not emanate from the premises such as to cause people in the neighbourhood to be unreasonably disturbed. Noise level shall not exceed above the permitted level of 96 decibels. Additionally, music of any kind is prohibited after 10.45pm unless a license is requested from the Management Committee in advanced. The Hirer is responsible to ensure any music or entertainment provided by a second party also signs and agrees to these restrictions. The Hirer is asked to ensure that all persons attending the function show consideration to our neighbours, by arriving at and leaving the Old Chapel quietly. Any outside drinking in accordance with our license is prohibited. Anyone needing to have an external break will do so via the Kelly Rooms in a quite and orderly manner, and use the adjacent area.

- 🕒 **Fire Precautions.** A nominated 'Responsible Person' should make sure all attendees are familiar with the fire exits (Please see the notice on the Board in the Old Chapel Foyer) and not exceed the maximum number of 135 people standing, or 100 seated people in the auditorium/ 16 people seated in the gallery is not exceed. The Hirer is responsible for knowing how many people are on the premises at any given time and fire exits remain unobstructed at all times – especially near the balcony fire exit. If there are disabled people present you should ensure a safe means of evacuation for them in case of an emergency. Please familiarise yourself with the attached Fire Evacuation procedures and premises layout as attached before the event, keeping a list of all invitees for private hire/workshop events to ensure safe evacuation in the event of fire. No smoke machines or similar equipment shall be used .

- 🕒 **Car Parking.** There are no private car parking facilities available. Free public parking is available in the village. If on road parking takes place arrangements should be made so as to avoid pedestrian obstruction of the exit points from the premises and access to the public highway.
- 🕒 There will be no activity or entertainment of a clearly adult or sexual nature permitted on the premises
- 🕒 Furniture or Equipment belonging to the Company is not to be removed from the Hall and left as they had been found at the start of the hire.
- 🕒 No Nails, Screws or Adhesive Tape, Blue-Tac or similar to be used for fixing decorations or posters to any part of the premises.
- 🕒 Hirers are requested to provide their own table cloths and large rubbish bag

**Setting up for your event:** If you are moving furniture, arranging decorations or setting up equipment for your event, this must be done at your own risk, and you should consider health and safety at all times. Please ensure there are no tripping hazards and make certain no exits or aisles between rows of seating are obstructed

**On Completion of Hire, the hirer must ensure that:**

- ☞ The Old Chapel is vacated at the end of the hire period
- ☞ All crockery and cutlery is clean and put away as found.
- ☞ Furniture and equipment belonging to the Company not to be removed and returned as found in a clean and tidy condition
- ☞ Kitchenette surfaces and catering equipment left clean
- ☞ Kelly Kitchen and all equipment must be left clean
- ☞ Floors vacuumed
- ☞ Unplug all electrical appliances used during the hiring
- ☞ The hot water heater and lighting switched off.
- ☞ All refuse, including glass and food waste, removed from the premises and lavatories flushed.
- ☞ Windows and doors closed and locked.
- ☞ Cleaning of the Hall, including toilets, completed by the end of the hire period.
- ☞ A final check is made on the security of all outside doors and windows.
- ☞ Premises are left in good condition and written notice given of any breakages or damage to the lettings manager within 3 days after the event
- ☞ Lock the outside door and return the key if not a permanent key holder.

**The Company or its representative reserves the right to close any licensed bar on the premises at any time, to terminate any function in the event of unruly, disorderly or unseemly behaviour ensuing or, in the opinion of the Company or its representative, likely to ensue.**

**Public Liability Insurance:**

The company has Public Liability cover. Any additional insurance requirements must be arranged by the Hirer and note that removable property of the Hirer is not insured by the Company.

In the event of an accident, the Hirer must provide full details in writing to Calstock Arts CIC, The Old Chapel, Sand Lane, Calstock PL18 9QX within 24 hours. Please also leave a message on the answer phone (01822 833183)

**Please read the Standard Conditions of Hire Document attached. This forms part of the hiring contract together with the Specific Conditions of Hire.**

## **STANDARD CONDITIONS OF HIRE CALSTOCK ARTS COMMUNITY INTEREST COMPANY (“the Company”)**

These standard conditions apply to all hiring of the Old Chapel, Calstock. If the Hirer is in any doubt as to the meaning of the following a representative of the Company should immediately be consulted.

### **1. Age**

The Hirer, not being a person under 21 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

### **2. Supervision**

The Hirer shall, during the period of the hiring, be responsible for; supervision of the premises, the fabric and the contents; their care, safety from damage, however slight or charge of any sort; and the behaviours of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. The Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

### **3. Use of premises**

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub- hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

### **4. Gaming, betting and lotteries**

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

### **5. Licensable activities**

The Hirer shall ensure that the Company holds a Performing Society Right License which permits the use of copyright music in any form, eg record, company disc, tapes, radio, television or by performers in person. If other licenses are required in respect of any activity in the premises the Hirer should ensure that they hold the relevant license or that it is already in place.

### **6. Public safety compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The Hirer shall also comply with the premises health and safety policy.

#### **a. The Hirer acknowledges that they have received instruction in the following matters:**

- § The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- § The location and use of fire equipment (include diagram of location when handing over keys)
- § Escape routes and the need to keep them clear.
- § Method of operation of escape door fastenings.
- § Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

#### **b. In advance of an entertainment or play the Hirer shall check the following items:**

- § That all fire exits are unlocked and panic bolts in good working order.
- § That all escape routes are free of obstruction and can be safely used.
- § That any fire doors are not wedged open.
- § That exit signs are illuminated.
- § That there are no obvious fire hazards on the premises.

**7. Means of escape**

- a) All means of exit from the premises must be kept free from obstruction and be immediately available for instant free public exit.
- b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

**8. Outbreaks of fire**

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be communicated to the Company.

**9. Health and Hygiene**

The Hirer shall, if preparing, serving or swelling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are not provided with a refrigerator and thermometer.

**10. Electrical appliance safety**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989 and to the standard required by the latest edition of the IEE Regulations (currently the 18<sup>th</sup> edition) Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety. The Hirer will ensure all electrical equipment brought into Calstock Arts, if more than 1 year old, is PAT tested and labelled.

**11. Insurance and indemnity**

- (a) The Hirer shall be liable for:
  - (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises
  - (ii) all claims, losses, damages and costs made against or incurred by the Company, its employees, volunteers, agents or invitees 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
  - (iii) all claims, losses, damages and costs made against or incurred by the Company, its employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Board of Directors and the Company's employees, volunteers, agents or invitees against such liabilities.
- c. The Company shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a)(i) and (ii) above. The Company shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Board of Directors and the Company's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.
- d. Where the Company does not insure the liabilities described in sub-clause (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt of other evidence of cover to the Company. Failure to produce such policy and evidence of cover will render the hiring void and enable the Company to re-hire the premises to another hirer.

The Company is insured against any claims arising out of its own negligence.

## 12. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to a Company representative as soon as possible and complete the relevant section in the Company's accident book. Any failure of equipment belonging to the Company or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Company will give assistance in completing this form. This is in accordance with Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Incident Contact Centre can be contacted in any of the following ways:

- ☎ Telephone: 0845 3009923
- ☎ Facsimile: 0845 3009924
- x Website: [www.riddor.gov.uk](http://www.riddor.gov.uk) or via the HSE website: [www.hse.gov.uk](http://www.hse.gov.uk)
- ✉ Post: Incident Contact Centre, Caerphilly Business Park, Caerphilly, CF83 3GG

## 13. Explosives and flammable substances

- (a) Highly flammable substances are not brought into, or used, in any part of the premises and that
- (b) No internal decorations of a combustible nature (eg polystyrene, cotton wool) shall be erected without the consent of the Company. No decorations are to be put up near light fittings or heaters.

## 14. Heating

The Hirer shall ensure that no unauthorized heating appliances shall be used on the premises when open to the public without the consent of the Company. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

## 15. Drunk and disorderly behaviours and supply of illegal drugs

- 🕒 *The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviours, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviours shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought into the premises.*

## 16. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Company. No animals whatsoever are to enter any food preparation area any time.

## 17. Compliance with the Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Company with a copy of their CRB check and Child Protection Policy on request.

## 18. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorized advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the Board of Directors accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

## 19. Sale of goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and

serves are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

**20. Film shows**

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licenses for film.

**21. Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the Company is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Company. The Company reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- (b) the Company reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring
- (c) the premises becoming unfit for the use intended by the Hirer
- (d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.
- (e) the Company in unprecedented circumstances, needing the use of the premises for a village event.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Company shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

**22. End of Hire**

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Company shall be at liberty to make an additional charge. The hire period must include preparation and clearing up time.

**23. Noise**

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

**24. Stored equipment**

The Company accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day of the hire fee per hiring until the same is removed.

The Company may use its discretion in any of the following circumstances:

- (a) Failure by the hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.
- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Company disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

**25. No alterations**

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Company. Any alteration, fixture or fitting or attachment so approved shall at the discretion

of the Company remain in the premises at the end of the hiring. It will become the property of the Company unless removed by the hirer who must make good to the satisfaction of the Company or, if any damaged caused to the premises by such removal.

**26. Rights**

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

**27. Dangerous and unsuitable performances**

Performances involving danger to the public or of a sexually explicit nature shall not be given.


**28. Smoking**

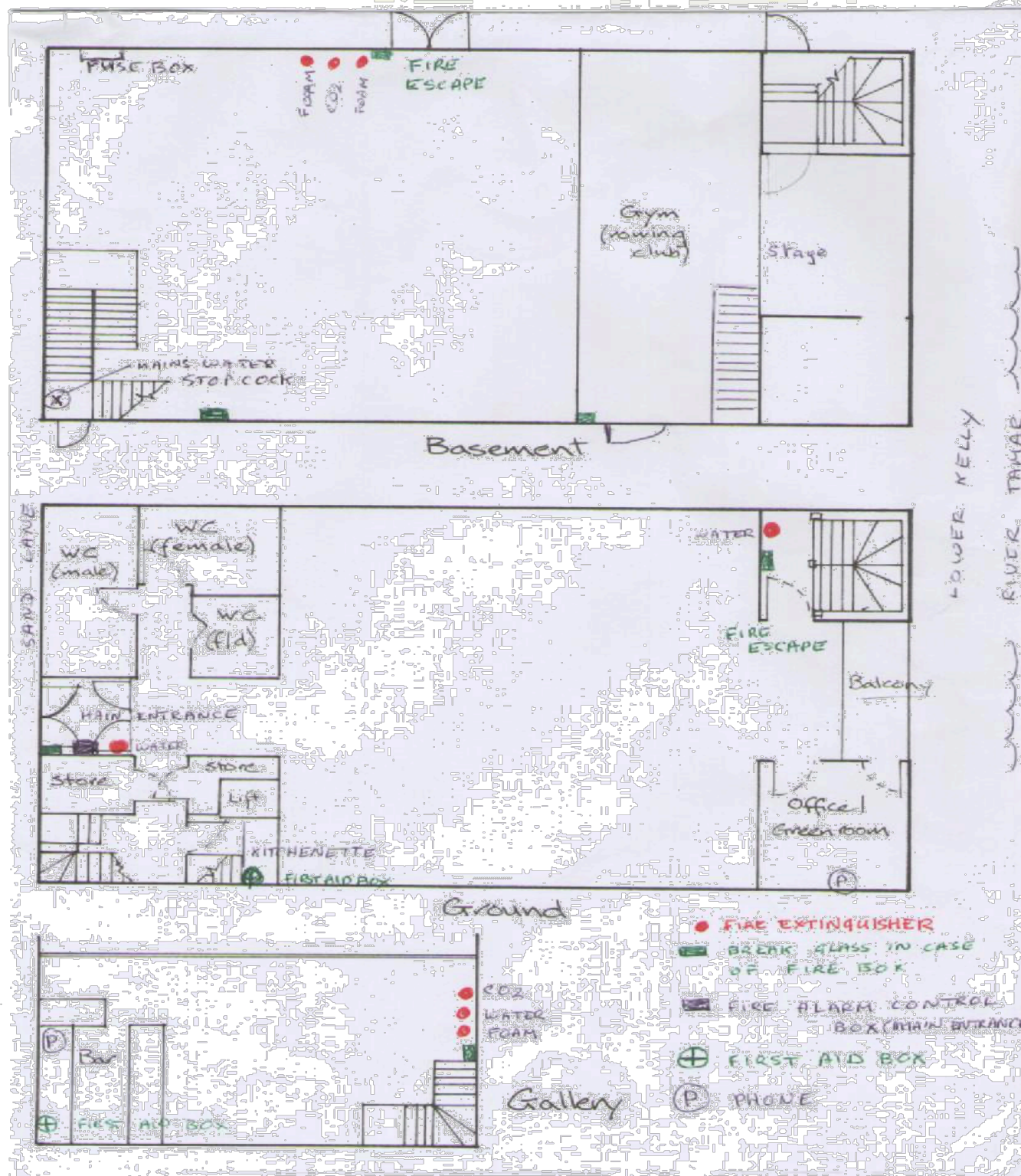
The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made there under. Any person who breaches this provision shall be asked to leave the premises.

## FIRE EVACUATION PLAN and FLOOR PLAN

<b>ADDRESS &amp; TEL.NO.</b>	Calstock Arts, The Old Chapel, Sand Lane, Calstock PL18 9QX 01822 833183
<b>ALTERNATIVE PHONE NUMBERS</b> <b>(Key holders)</b>	Sue 832990 Tony 834708 Patti 833044 Kate 834465 Chris 07989 236 911
<b>NEAREST PHONE BOX IN EMERGENCY</b>	Phone box located on Quay , also Home phone for Cassie Waters, 2 Sand Lane (opposite): 833189
<b>SOUND OF ALARM:</b>	Continuously ringing bell
<b>FIRE EXITS:</b>	§ Ground floor, left of balcony opposite main entrance § Basement – left hand side § Gym – no panic bolt doors, just 2 standard locked doors
<b>EVACUATION MEETING POINT</b>	From main entrance of Chapel, turn right down Sand Lane then left outside Poplar House (See sketch and photo below)
<b>LOCATION OF KEY SAFETY HAZARDS:</b>	§ Gas supply shut off : None § Mains fuse box : Basement, LH corner from fire doors § Mains water stop cock: Basement, under stairs § Oil tank: Locked external cupboard to basement by Lr.Kelly gate § Fire Alarm control panel: Inside front door in porch, left hand side.



<div>IN THE EVENT OF FIRE:</div> <div></div>	<div><div>§ Ring 999 and ask for fire service, giving name and address of building, your name, details fire</div><div>§ Notify a member of Calstock Arts – either within the building or using one of the alternative phone numbers above</div><div>§ If safe to do so, tackle small fires with appropriate fire extinguisher, checking thoroughly that there is no chance of re-ignition</div><div>§ Calmly evacuate all people and direct them to the evacuation point. Assist disabled people, check basement, toilets, office and all other areas carefully if safe to do so</div><div>§ Ensure no one re-enters the building</div><div>§ If fire is severe, notify residents in neighbouring buildings</div><div>§ Stay at the evacuation meeting point to liaise with the fire services. Check off from your list the safe evacuation of all people invited for private hiring or workshop events.</div></div>																								
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**FLOOR PLAN, CALSTOCK ARTS**