Revised **26.10.12**
CONDITIONS OF HIRE

The Flavel, Flavel Place, Dartmouth. Devon. TQ6 9ND

A. Introduction

These standard conditions apply to all hiring of The Flavel. If the Hirer has any questions or doubt as to the meaning of the following, please contact a member of staff (01803 839530). Please read these Conditions of Hire carefully as they form part of the agreement with The Flavel.

These Conditions apply equally to regular as well as to less frequent Hirers, regardless of the nature or purpose of the booking, and apply equally to all spaces in The Flavel. All room hire bookings require a signed and dated Room Hire Agreement; the booking cannot be guaranteed until this has been signed and agreed by both The Flavel and the Hirer. For regular Hirers, a new Room Hire Agreement will be required annually.

Smoking is not permitted in any part of the building, including the toilets.

B. General Booking Conditions

B1. The Flavel has adopted a set of room hire charges which are applied to each booking without exception; these charges are revised annually and are available by email or on the website.
B2. The Flavel has a room set-up and turn around charge (£15) which will be applied to your room hire charge if it is required.
B3. The Flavel reserves the right to change its room hire charges at any point; all Hirers will be notified of changes to the room hire rates four weeks in advance. The Hirer will be made aware of the total hire charge when their booking is confirmed; any queries about the hire charge must be made and resolved at this point.
B4. Advance bookings must be confirmed in writing within two weeks of a provisional booking being arranged with The Flavel, otherwise the booking cannot be held.
B5. For regular Hirers, dates must be agreed in advance and recorded in the Flavel Diary; it is the responsibility of regular Hirers to book their preferred dates. Please do not assume that a room will be kept available for your group for a particular day or date simply because you have an established pattern of dates for hire. All bookings must be secured at the start of each term or month. The Flavel reserves the right to fill any free space in its Diary as it sees fit.
B6. Room hire will not normally be available to persons under eighteen years of age. Any such applications must be accompanied by a signed declaration by an adult who is prepared to be bound by the conditions of hire.
B7. The Flavel Trust reserves the right to refuse hall hire to anyone.
B8. The Flavel require a deposit of 10% or £10, whichever is the greater, to secure the booking and cover any minor breakages/damage etc., and a full invoice will be sent to the Hirer after the event, payable within one week.
B9. The cost of the hire includes the use of the specified room[s] and toilets only. Please note there is no public access to the café or the library out of their opening hours. Nor does hire include use of the bar, Gallery or kitchen areas unless agreed in advance as part of the booking.
B10. Please remember to allow enough time within the period booked to set up and clear away after the event.
B11. A representative of The Flavel will open and close the building and/ or rooms for you as required. A member of staff is always on duty within the building and all enquiries should be made to the Duty Manager.

C. Supervision

C1. 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 change of any sort; and the behaviour of all persons using the premises whatever their capacity; and proper supervision of car parking arrangements so as to avoid obstruction of the highway. The Manager or designated Duty Manager reserves the right to refuse admission at her/his discretion or to bring the event to a halt in the case of any problems caused by unruly behaviour etc.
C2. As directed by the General Manager, 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.

D. Use of Premises

D1. 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.
D2. The hirer is responsible for the care of all furniture, flooring, curtains, blinds, cutlery and equipment they use during the period of hire (except equipment used by The Flavel technician). The costs of repairing or replacing damaged, faulty or lost furniture, fittings or equipment from The Flavel during the hire period will the responsibility of the hirer.

E. Gaming, Betting and Lotteries

E1. 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.

F. Licences

F1. The Hirer shall ensure that either The Flavel or the Hirer holds an up-to-date Performing Society Rights Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, television or by performers in person. The Flavel will charge a set fee (currently £25) if the Hirer does not hold a PRS licence. If other licences are required in respect of any activity on The Flavel premises, the Hirer should ensure that either they or The Flavel holds the relevant licence.

F2. The Flavel does not hold a TV licence so no live TV can be watched in the building, this also includes watching live TV on mobile devices.

G. Public Safety Compliance

G1. In case of emergency please contact a member of staff immediately.

G2. The hirer is responsible for the safety of their group, including dealing with any incidents or accidents. The Flavel has First Aid Boxes on each floor and the Accident Book is kept in the Office (Ground Floor). All accidents must be reported to a member of staff. Flavel staff are trained in 1st aid. The Hirer must report all accidents involving injury to any person to a member of staff as soon as possible and complete the relevant section in the accident book. G3. Any failure of equipment belonging to The Flavel 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 local authority. The Secretary will give assistance in completing this form (in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR)).

G4. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority 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.

G5. Please read the fire drill notices and note the location of fire exit doors, extinguishers and the Fire Assembly point. In the event of a fire, please listen to instructions given by staff and/or follow the fire exit signs. The Hirer acknowledges that they have received instruction in the following matters [if in doubt the Hirer must speak to the Duty Manager]:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating all appropriate hire spaces / rooms and The Flavel.
- The location and use of fire equipment.
- 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.
- The regulations regarding the lift during a fire.

G6. In advance of an entertainment or play the Hirer shall check the following items:

- That all fire exits are unlocked.
- That all escape routes and refuge points 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 fire hazards on the premises.
- All scenery must be treated with fire retardant to comply with fire regulations

G7. Telephones are located in the main office, at the Welcome Desk and behind the bar. The telephones in the 2nd floor office area, in the projection room and in The Studio are for internal calls only.

G8. The emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied and work properly.

H. Health and Hygiene

H1. The Hirer shall, if preparing, serving or selling 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 separately and in compliance with the Food Temperature Regulations. There is a fridge in the kitchen and in The Studio for public use (please note the fridges in the bar area are not for public use).

I. Electrical Appliance Safety

I1 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.

J. Indemnity

J1. Indemnity against claims & insurance: The Flavel is insured for Public Liability for events promoted by The Flavel Trust. The Flavel Trust is insured against any claims arising out of its own negligence.

J2. The Trust is not responsible for any equipment, props, sets etc. brought in by the Hirer, nor responsible for any accident caused by equipment owned by the Trust where the accident is caused by the negligence of the Hirer.

J3. Except where liability arises out of the wilful or negligent act or omission of The Flavel, use of The Flavel is entirely at the risk of the Hirer (including any motor vehicle, money or papers) however caused, suffered or sustained at The Flavel.
J4. Where members of the public are admitted to events, it is the responsibility of the Hirer to ensure that they are covered by their own Public Liability Insurance.

K. Explosives and Flammable Substances
K1. The hirer shall ensure that:
- Highly flammable substances are not brought into, or used in any part of the premises and that
- No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

L. Heating/ Cooling rooms
L1. The Hirer shall ensure that they do not bring portable heating appliances on the premises, particularly Portable Liquefied Propane Gas (LPG) heating appliances shall not be used. This is not necessary as each area has central heating, windows or, in the case of the Main Hall an air-conditioning unit to cool and heat the room.
L2. The heating/ cooling system is programmed in advance for the following week; if you wish to discuss your requirements for your event, please speak to a member of staff at least one week in advance of the event.

M. Alcohol & Noise
M1. The Flavel is licensed to sell alcohol. The use of the bar and the sale of alcohol at The Flavel must be agreed in advance as part of the room hire agreement. If a bar is requested this will be operated by the Manager, designated Duty Manager or volunteer, and may be closed at any time in the case of unruly or disorderly behaviour. Please note the bar cannot be operated by the hirer/ third party. A limited number of free drinks is acceptable at an event, but The Flavel does not allow the distribution of excessive free alcohol.
M2. Drinks may be taken to any of the licensed rooms (empty glasses should be returned to the bar).
M3. The Hirer shall ensure that the minimum of noise is made on arrival and departure and that any function(s) for which they are responsible does not cause interference with other activities within the building or inconvenience for occupiers of nearby premises.
M4. The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour, all users will not excessively consume alcohol. Drunk and disorderly behaviour 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 onto the premises.
M5. The Hirer shall, if using sound amplification equipment, keep noise to a reasonable level and comply with any other licensing condition for the premises.
M6. The Hirer shall ensure that the maximum number of people is not exceeded at their event; this is 265 above the ground floor, with a maximum of 40 seated/ 60 standing on the 2nd floor.

N. Flavel support for Hirers
N1. The Flavel is a multi-purpose arts venue that hosts many events each week, ranging from classes and exhibitions to large-scale theatre productions. The Flavel is also host to Dartmouth Library and a busy café. All staff work part-time, supported by an active group of dedicated volunteers. As such it is a busy venue with many demands on staff time throughout the day. We recognise room hirers are a key part of our business and we always endeavor to meet the needs of our hirers as quickly and as efficiently as we can. However, Hirers are reminded that close attention to every aspect of the room hire may not be possible at busy times. Please speak to a member of staff if you would like us to promote your event.

O. Use of Flavel Equipment/ Technical support
O1. Seating and tables are included in the hire. Additional equipment is available to hire. All equipment must be returned to storage areas at close of session in a clean, dry and undamaged condition.
O2. Rooms at The Flavel are equipped with a range of electronic equipment, including digital projectors, screens, CD player, lighting and microphones. Please discuss your requirements with a member of staff. If using any Flavel equipment, the Hirer will have an induction on each piece of equipment: the hirer must make reasonable time available in advance of their event for this induction.
O3. No alterations to the electrical or other equipment shall be made by the Hirer.
O4. The Flavel reserves the right to insist a Flavel technician be on site during the period of hire if it considers that the Hirer requires technical support (the cost of a technician will be borne by the Hirer).
O5. The Hirer must inform The Flavel if they wish to bring in their own electrical equipment to use. It is the responsibility of the hirers to ensure that any electrical equipment they connect to the supply will be compatible with the 13 amp sockets provided.
O6. The Flavel reserves the right not to allow external equipment to be brought on site.

P. Cleaning

P1. The Flavel has cleaner and the building is cleaned regularly. The Flavel is responsible for the cleanliness of the rooms prior to a booking – if the Hirer feels the room(s) they have hired do not meet acceptable standards then they must bring this to the attention of a member fo staff at the start of the hire period; a member of staff must be informed immediately (The Flavel will not accept responsibility for the cleanliness of a room during or after the event).

P2. The Flavel request that all hirers carry out a tidy up at the end of the period of hire for which they are responsible, particularly if the activity has caused a mess; this could include the Hirer wiping surfaces, washing up cups, sweeping up and taking rubbish home. Bins, brushes, cloths etc are provided.

P3. The Flavel reserves the right to levy an additional sum of £20 (per room) to the Hirers room charges if the room is not left in an acceptable clean and tidy state (this sum covers the costs of additional cleaning charges).

Q. Animals

Q1. The Hirer shall ensure that no animals (including birds) are brought into the premises – guide/ assistance dogs are excluded.

R. Compliance with The Children Act 1989

R1. The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act 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 Flavel with a copy of their Child Protection Policy and / or CRBs on request.

S. Marketing your event

S1. The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises. Failure to observe this condition may lead to prosecution by the local authority and the Hirer no longer being able to hire Flavel spaces.

S2. The Hirer is welcome to work with The Flavel to promote their event; please speak to a member of the team about this.

S3. No bluetak, sellotape or any other form of adhesive is allowed to be used on the walls. Hirers are not permitted to put up promotional material themselves at The Flavel; The Flavel has a number of display areas in the building so please pass all promotional materials (posters, flyers, etc) to a member of staff to display.

T. Sale of Goods

T1. The Hirer must secure agreement from The Flavel in advance if he/she wishes to sell goods on the premises. 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 services 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.

U. Cancellation

U1. If the Hirer wishes to cancel the booking before the date of the event and The Flavel 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 Flavel.

U2. Without giving reasons, The Flavel reserves the right to change or cancel a room hire booking taken out by the Hirer as long as four weeks' (28 days) notice is given by The Flavel; The Flavel may, with the agreement of the Hirer, change or cancel a room hire booking less than 28 days prior to the room hire but only with the express agreement of the Hirer. The Flavel will help the Hirer find an alternative, but The Flavel is not responsible for securing alternative accommodation if it changes a room hire booking.

U3. The Flavel also reserves the right to cancel this hiring by written notice to the Hirer at any time, including the actual day of the room hire, in the event of:

- the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- The Flavel Manager reasonably considering that (i) such hiring will lead to a breach of licensing conditions, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring
- the premises becoming unfit for the use intended by the Hirer
- an emergency requiring use of the premises by the emergency authorities.

U4. In any such case the Hirer shall be entitled to a refund of any deposit already paid, but The Flavel shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

V. Setting up Rooms & catering

V1. Please indicate on the booking form how you would like the rooms set out with tables and/ or chairs. You will also need to tell us what AV equipment or catering services you require. Whenever possible, the rooms will be available to you 15 minutes before the time booked (but please note this may not always be possible).

V2. The Hirer must not attempt to access a room prior to the stated time of booking; The Flavel reserves the right to apply an additional fee to the room hire should the Hirer gain access to a room prior to their agreed time.

V3. We encourage Hirers to use The Flavel Arts Café for all their catering requirements. The café can cater for a small meeting to a large function.

W. End of Hire

W1. The premises must be completely vacated within 15 minutes of the end of the allotted time (or before if requested by The Flavel). Chairs and tables must be neatly stacked away in the positions as found. Please ensure floors and kitchen areas used are left clean and tidy. The Flavel will charge an additional hour rate if the Hirer has not vacated the room after 15 minutes.

W2. The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition [see section P above]. Any contents or furniture temporarily removed from their usual positions should be properly replaced, otherwise The Flavel shall be at liberty to make an additional charge.

X. Stored Equipment

X1. Any storage required by The Hirer must be agreed in advance; The Flavel has very limited storage capacity and it is not always possible to accommodate the storage needs of Hirers.

X2. The Flavel 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 at the hire fee per hiring until the same is removed.

X3. The Flavel may, in its discretion in any of the following circumstances, namely-

- in respect of stored equipment, failure by the Hirer either to pay any storage charges due, to remove the same within 7 days after the agreed storage period has ended
- in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring, may dispose 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.

Y. No Alterations

Y1. 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 approval of The Flavel. Any alteration, fixture, piece of equipment, fitting or attachment so approved that remains on the premises at the end of the hiring, will become the property of The Flavel. The Hirer must make good, to the satisfaction of The Flavel, any damage caused to the premises by such removal.

Z. No Rights

Z1. The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.