



Terms and Conditions for the Hiring of Lanner Band Centre

1. Applications

All correspondence and applications for the hire of Lanner Band Centre must be made to the booking coordinator. LADSB reserves the right to call for further particulars of any proposed hiring.

2. Hirer

The hirer must be over 18 years of age and shall be the person by whom the application form of the application for the hiring is signed. Such person shall be responsible for the payment of the scale and other fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations herein contained and on the part of the hirer to be observed and performed.

3. Right of entry

LADSB reserves to their officials, the right to enter at all times on producing evidence of their identity. The ticket taker, or stewards, is to be instructed accordingly by the hirer.

4. Cancelling of Hiring

The right is reserved to cancel any hiring, without notice, where LADSB or its representatives consider it necessary for any cause outside their control. In the event of any hiring being cancelled, the amount of the scale or other fee payable hereunder will be refunded to the hirer, but LADSB shall not be held liable or required to pay compensation for any loss sustained as a result of or in any way arising out of the cancellation of the hiring.

5. Preservation of Order

The hirer is responsible for the preservation of good order during the hiring of the premises and for any damage that may be done to the property in consequence of the hiring or which would not have been done if the hiring had not taken place. No nails, tacks, screws, etc shall be driven into any of the walls, floors, ceiling, furniture or fittings. It is a condition of the hiring that the wearing of stiletto heels by those using the premises shall not be permitted. At any hiring to which members of the public are admitted, the hirer shall provide an adequate number of stewards who shall be present throughout the hiring. In the event of any such damage, the Finance Manager may make it good and the hirer, by the acceptance of the hiring subject to these regulations, will thereby be deemed to have undertaken to pay the cost of such reparation.



6. Health and Safety

- No smoking is permitted on the premises – smoking area limited to the land adjacent to the premises.
- No bins or rubbish to be left on or outside the premises. (all rubbish needs to be removed by the hirer as the council does not provide a refuse service to the centre).
- All electrical equipment is to be switched off and unplugged when not in use.
- No naked flames to be used at any time on the premises.
- No fireworks or pyrotechnics to be brought onto or used within the vicinity of the building
- All doors to be kept closed to reduce the spread of fire.
- All escape routes should be kept clear at all times.
- Fire doors should not be wedged open.
- First Aid Kit kept in the kitchen on the worktop.

7. Intoxicating Liquor

From 1st March 2014 Intoxicating liquor can be sold on the premises between the hours of 0800 and 0030hrs. The person signing this agreement has responsibility for upholding the law on the sale and consumption of intoxicating liquor in conjunction with the Licensing Act 2003.

All alcohol sales should be made by someone who is authorized by the hirer and aware of the licensing responsibilities. It is the responsibility of the hirer to make sure that the bar staff are briefed about their responsibilities.

If a young person, who appears to be 25 years of age or under asks for alcohol, they will be required to prove their age before they are served, unless the staff/hirer are certain (from personal knowledge or because they have seen proof of age on a previous occasion) that the person is over 18 years old (as indicated by the Licensing Act 2003).

The forms of proof of age that will be accepted are; a passport, a photo driving license, or proof-of-age card that has the PASS accreditation hologram on it. Photocopies should not be accepted. All staff/hirer will be trained in this policy and reminded about it frequently. Records of this training will be kept. A notice advising customers that they may be required to prove their age before they can buy alcohol will be displayed.

If any persons are refused alcohol under the 'Challenge 25 policy' or identified as being under the influence of excessive alcohol their names should be recorded in the refusals log situated in the kitchen, a record of which shall be kept for 12 months from the date of entry.

No inappropriate drinking promotions are allowed on the premises, i.e. drinking games or happy hours.

The Lanner Band Centre runs a glass / bottle free policy. All drinks should be decanted into a plastic glass prior to serving.

All glasses and bottles once empty will be removed from public areas as soon as is practicable.

No glasses or open bottles to be taken off the premises.

All off sales will be made in sealed containers



8. Licensing

The premises hired can be used for cinematograph exhibitions, public music or music and dancing, or performance purposes for which a premises licence has been obtained from Cornwall Council. The person signing this hire agreement is responsible for all activities that take place during the time of hiring.

When live music is present it is the responsibility of the hirer to check the noise levels and record their findings in the noise register situated in the kitchen. This should be done hourly. This check should be walking the perimeter of the premises and reducing the noise level as appropriate.

9. Safeguarding Children

The hirer is responsible for ensuring that it has effective recruitment and vetting procedures for all its staff working on the premises in order to safeguard and protect children and vulnerable adults, including undertaking, at its own expense, an Enhanced CRB Disclosure for any staff who have contact with children as part of the hiring.

Child and user safety must be paramount and the hirer must have a child protection policy to include the requirement for staff to be appropriately trained in relation to this policy. The hirer should monitor, review and up-date its policies and procedures in relation to safeguarding on a continuous basis and should adhere to the up to date guidance.

The hirer must state in any correspondence or advertising to parents that the activity is not run by LADSB {LADSB {does not endorse any of the clubs, groups or organisations who are party to this Agreement ('the Hirer') and prospective users should make such checks as are prudent to determine their suitability.

The hirer must attach their child protection policy with this hiring (as appropriate).

10. Catering services

The kitchen does form part of the premises for hiring purposes. All hirers who wish to use the kitchen to produce meals must ensure that food hygiene standards are adhered to and that on request certification is available for inspection.

Any hirer must:

Comply with all relevant legislation and, in particular, the Food Safety Act 1990 and Food Hygiene Regulations 1970 as amended in 1990 and 1991 and any other up to date amendments.

Ensure that the premises and equipment are left "as found".

Be responsible for breakages, losses, damage, etc.

Remove from the premises all rubbish and food waste.



11. Gaming

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968 (as amended) and the Gaming (Bingo) Act 1985 when gaming is carried on as an entertainment promoted for raising money be applied for purposes other than private gain. A copy of these conditions is open for inspection in the premises office during the normal hours of business and the hirer shall be deemed to have knowledge of the contents thereof whether or not he has availed himself of the opportunity of inspection.

12. Furniture and equipment

Furniture (other than chairs and tables for use in halls) shall not be moved except by arrangement.

13. Copyright

A) The hirer shall comply with all the provision of the Copyright Act 1956. If the hirer fails to do so any permission previously granted by the booking coordinator to use the premises shall be immediately cancelled and the booking coordinator shall have the right to recover fees, charges or any other payments referred to in these regulations.

B) The hirer shall indemnify LADSB from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of copyright works on premises.

14. Electrical systems

Any alteration or addition to the lighting or electrical heating systems is strictly forbidden, except with the written consent of the hall management team. Consent may be subject to conditions, which the hirer will be required to observe and, where necessary, the consent of the electricity undertakers.

15. Fees and Charges

Payment shall be made to "Lanner and District Silver Band"

A) The hirer shall pay to the booking coordinator with, and in addition to, the charges appropriate to the hiring a £10 refundable deposit. In the event of damage occurring during the hiring, this deposit or the requisite part thereof, will be applied on account or in satisfaction, as the case may be, of any sum due from the hirer in respect of the cost of making good any damage which occurs during the hiring. Any balance not so applied will be returned to the hirer.

B) Lanner and District Silver Band reserves the right to refuse access to the premises hired if the whole of the fees have not been paid or if these regulations have not been complied with.

C) Lanner and District Silver Band also reserves the right to refuse to accept payment by cheque.



16. Payment of Charges

All charges must be paid at the time of booking. Special arrangements may be made for payment for series bookings.

17. Cancellation/Postponement of Hiring

Hirers will be allowed to cancel or postpone such bookings on the following conditions: if seven or more days notice is given, full charges will be refunded, less than seven days notice, full fees will be payable, unless in either case the premises are re-booked.

18. Indemnity

The hirer shall indemnify LADSB against all action, proceedings, claims and demands whatsoever which may arise as a result of the hiring.

19. CCTV

CCTV is installed and will be maintained and operated to the satisfaction of the Chief Officer of Police and Local Authority. In the event that an incident takes place the recording will be made available to the investigating officers as evidence.



20. Entertainment Programme

The hirer, if called upon to do so by Lanner and District Silver Band, shall furnish for approval a copy of the programme or any entertainment to be given during the hiring and in that event no entertainment shall be except in conformity with a programme which has been approved by LADSB. Failing approval of a programme, the hirer will be allowed to cancel the hiring without payment.

21. Children's Entertainment

The following provisions of section 12 of the Children and Young Persons Act 1933, must be strictly complied with:

1. where there is provided in any building an entertainment for children, then, if the number of children attending the entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment to station and keep stationed wherever necessary, a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building, or to any part thereof, than the building can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or part thereof, and to take all other reasonable precautions for the safety of the children.
2. where the occupier of a building permits, for hire or reward, the building to be used for the purpose of an entertainment he shall take all reasonable steps to secure the observance of the provisions of this section.
3. if any person on whom any obligation is imposed by this section fails to fulfill that obligation, he shall be liable, on summary conviction, to a fine not exceeding, in the case of a first offence, fifty pounds, and in the case of second or subsequent offence one hundred pounds, and also, if the building in which the entertainment is given is licensed under the Cinematograph Act 1909 or under any of the enactment's relating to the licensing of theatres and of houses and other places for music or dancing, the licence shall be liable to be revoked by the authority by whom the licence was granted.
4. a constable may enter any building in which he has reason to believe that such entertainment as aforesaid is being, or is about to be provided, with a view to seeing whether the provisions of this section are carried into effect, and an officer authorised for the purpose by an authority by whom licences are granted under any of the enactments referred to in the last foregoing subsection shall have the like power of entering any building so licensed by that authority.



22. Recording facility / Studio

1. Studio Facilities

The Client is responsible for ensuring in advance that the facilities are appropriate for their requirements.

The Client will adhere to the LADSB security arrangements.

The Client must leave the premises at the agreed time specified on the agreement.

The LADSB will only allow access to people with a direct role in the recording.

The Client is responsible for any damage caused to equipment through misuse or abuse.

The cost of hire does not include consumable media such as blank CDs. These will be supplied by the Client.

2. Client Equipment, Media and Personnel

The Client is responsible for ensuring the electrical safety of any third party equipment used in a session.

The Client is responsible for the compatibility of any third party equipment used in a session with the Academy's facilities.

The LADSB is not responsible for the failure of any media supplied by the Client.

The backup and transfer of recordings is the responsibility of the Client.

If arrangements have not been made to transfer or backup the recorded material within a month of completion the LADSB has the right to destroy or dispose of it.

The Client is responsible for the quality of any material recorded or produced elsewhere.

The Client is responsible for the quality of work carried out by any third parties involved in the recordings.

3. Sound Levels

The Client acknowledges that the Noise at Work Regulations 1989 have established that prolonged exposure to high noise levels above 85 dB(A) may cause damage to hearing and that both studios and studio users are required by law to keep exposures as low as is reasonably practical.

The Client is responsible for sound levels in the facilities.

The LADSB reserves the right to impose a reduction on sound levels where it is deemed appropriate.

4. Content of Recorded Material

It is the Client's responsibility to ensure the recording does not contain anything that would constitute a breach of copyright.

It is the Client's responsibility to ensure that the recording does not contain anything of an offensive, libellous or illegal nature.

5. Technical Failure

In the event of a technical failure disrupting a session the LADSB will arrange for an alternative date for the session to take place or a full refund for the disrupted time.



Hiring of the recording studio and equipment will be on agreement with the booking co-ordinator.

6. Sound Engineer

LADSB does not provide a sound engineer.

Sound engineers should be arranged by the hirer, documentation of the engineers credentials should be made available to the booking co-ordinator for inspection. If the booking co-ordinator has any concerns the hall management team have the right to meet with the engineer prior to the booking being confirmed.

23. Additional Regulations – External areas

No warranty is given by LADSB that the external areas is fit for use proposed and the hirer must satisfy himself as to their suitability and take all reasonable precautions for the safety of all persons likely to use the area during the period of hire.

The hirer shall be responsible for supervising the behaviour of all persons using the external areas and will not allow its use in such a manner as to be likely to cause nuisance or annoyance to the occupiers of neighbouring premises.

Car parking is available at the premises, please park considerately, parking on the road outside is permitted. LADSB do not accept responsibility for any loss of or damage to any vehicles parked on the premises or on the public highway.

24. No smoking policy

LADSB operates a no smoking policy. Smoking is not permitted on the premise. The hirer of the building is required to abide by these regulations.

25. Capacity figures

Full Ground Floor Maximum occupancy

Seated in rows
Standing
Seated around tables

½ Ground Floor Maximum occupancy

Seated in rows
Standing
Seated around tables

Upstairs meeting rooms

8 Persons maximum seated or standing

26. Fire regulations and exits (see attached plan)

During the period of hire all persons must comply with regulations as set out in the 'safety guidelines' as displayed on the premise.

The hirer should ensure that a mobile phone is available to contact the emergency services in the event of emergency incident, i.e. fire or accident.



No exposed flames or pyrotechnics are permitted inside the building or within the grounds of the premises.

Fire doors should not be wedged or propped open.

All fire exit routes must not be obstructed to allow easy escape in the event of an emergency evacuation.

All rubbish should be collected and bagged up and removed from the premises.

In the event of an incident the hirer should contact the hall booking coordinator (when it is safe to do so) to inform that an incident has taken place.

Hire Charges per session

Length of sessions (4hours)

0900-1300hrs

1400-1800hrs

1900-2300hrs

Extensions to sessions can be requested and will be granted at the discretion of the booking coordinator (additional payment will be required for the extra time allocated)

Full downstairs	£60
½ downstairs	£30
Small meeting rooms	£10
Recording studio	£50 per session or £100 per full day + £100 refundable deposit.
Tea and coffee facilities can be provided (self service)	£5-10 depending on number of attendees.
Band members	50% of normal hire charges

Rates, policies, and equipment may change without being displayed, written or verbal notice given