

Private and Confidential

Customer / Business -
Customer Address –

Date -

Our Reference -

Description

We have pleasure in confirming the following booking:

Date	Time	Premise	Event

Please sign and return ONE copy of this contract together with your deposit if applicable within 14 days of receipt to the below address.

Yours

Name

Job Title

I confirm the above details are correct and agree to abide by the terms and conditions as set out by Chesterfield Borough Council

Signed Hirer..... Date.....

Print.....

Confirmation of charges

Invoice to be made out to: Name
Address

Deposits

Deposit	Share	Tax	Net	Tax	Gross

Charges

Ad-Hoc Charges

Description	Unit Price	Quantity	Share	Tax	Net	Tax	Gross

Date

Description	Unit Price	Quantity	Discount	Share	Tax	Net	Tax	Gross

Net Charges	Net Tot
Total Charges	Gross Tot

Main Square / New Square / New Square Arena / Market Stall- amend where applicable

Licensed bar: Yes (*see notes below*)
Market Stall: Yes (*see notes below*)
Other: detail required

Alcohol

The consumption of alcohol on the premises is permitted under the following conditions;

The user of the premises will complete an event management plan where alcohol is to be sold or supplies in way of "on" sales.

- The plan will form part of this contract between the premises licence holder and hirer of the premises
- The plan will be completed and shared with Derbyshire Police Licencing, as well as the premise licence holder no less than 14 days before any such event.
- The plan will be retained by the licence holder for a period of three years
- The plan will be made available to an officer of a Responsible Authority by the premise licence holder or premises hirer upon reasonable request

The premises hirer is identified as the operator of alcohol sales provision under the terms of the licence.

The event management plan will consider the event arrangements in the context of

- The current Health & Safety Executives’s Purple Guide which provides guidance for event managers
- And the current Chesterfield Borough Council Public Spaces Protection Order for Chesterfield Town Centre

Of particular consideration will be

- Toilet provision
- The impact of on-street drinking
- The risk assessed deployment of door supervisors and/or Chesterfield Borough Council staff
- The provision of fencing or barriers intended to deter open containers of alcohol being taken from the site

The four key licensing objectives must be addressed at all times

- The prevention of crime and disorder
- Public safety
- The prevention of public nuisance
- Protection of children from harm

To ensure these objectives are observed;

The Authorised Officer will provide a Duty Manager to uphold our licence and at their discretion provide security staff to work the event which would have to be paid for by the hirer. The Duty Manager will be a Personal Licence holder and be present throughout the entire event.

External Bar provision

This must be provided by an experienced and reputable mobile bar provider and they must hold a personal licence.

As above the Authorised Officer will provide a Duty Manager to uphold our licence and at their discretion provide security staff to work the event. The Duty Manager will be a Personal Licence holder and be present throughout the entire event.

The Authorised Officer will be the Designated Premises Supervisor (DPS).

The Hirer must provide the following details about any mobile bar provider:

- a) the name of the provider, Personal Licence Holder & telephone number*
- b) the providers Personal Licence Holders Licence Number*
- c) a copy of the Personal Licence*
- d) confirmation that the Personal Licence Holder will be present at the event to supervise the sale of alcohol*

Numbers Attending:.....

Entertainment: Tel No:

Caterer/s: Tel No:

Method of Admission:Ticket Price:

Event Layout / Special Requirements:

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CONDITIONS OF LETTING

1. DEFINITIONS

“The Council” means Chesterfield Borough Council and its officers or agents acting on its behalf

“Authorised Officer” means the Town Centre Operations Manager for Chesterfield Borough Council or person acting on His behalf.

“Contract” means the contract for the hire of the Premise which is completed / binding when the deposit is received by the Council.

“Scale of charges” means the scale of charges for the hire of the Premise including any optional items or services specified by the Hirer and shall include VAT or other tax if applicable.

“Premise” means the venue hired by the Hirer (Main Square Market, New Square Market, New Square Arena, Market Stall)

“Hirer” means the person who signs the contract for the hire of the Premise and is the person responsible for compliance with the conditions of letting. Where the Premise is hired by a company the company shall be jointly and severally liable with the person signing on its behalf. The Hirer must be over the age of 18.

“Deposit” is the sum required to be paid by the Hirer on confirmation of booking of the Premise (if applicable) and shall be refunded by the Council after the conclusion of the hiring provided that no further costs for remediation of damage or provision of services have arisen from the booking.

2. PAYMENT

a) The Hirer shall pay the deposit to the Council on confirmation of the booking of the Premise.

If the booking is cancelled by the hirer the deposit will not be refunded.

b) Full payment for the booking must be paid by the Hirer no later than 30 days before the event date. Failure to pay will entitle the Authorised Officer to cancel the booking and refuse admission to the Premise.

c) Payment includes the cost of hire for the area agreed only, additional costs such as security staff, cleaners, refuse disposal, PA systems, barriers, marquees, cables, tables & chairs etc are classed as variable items and the additional cost will be confirmed prior to the event.

3. USE OF THE PREMISE – Main Square Market, New Square Market, New Square Arena, Market Stall

The Hirer shall:

- a) Allow the use of the premise only for the use specified in the Contract.
- b) Have access to the premise only during the period of hiring. Any access required by the Hirer, caterers, disco / band, etc shall be included within the period of hiring as will the inclusion of one hour after the event closes for clearing away time.
- c) Adhere to the period of hiring or become liable for further charges in accordance with the Council's scale of charges.
- d) Be responsible for any damage to the premise or its contents occurring during the period of hire and reimburse the Council for any repair or replacement costs necessitated by the hiring.
- e) Leave the premise at the end of the hiring in as good order and condition as at the commencement of the hiring.
- f) Remove all items brought into the premise at the end of the hiring, including all equipment, barriers, tables & chairs, waste, broken items etc. as no storage is possible.
- g) Comply immediately with any request from the Authorised Officer to reduce the level of amplified sound.
- h) Be responsible for all food prepared by the Hirer or a caterer working for the Hirer and ensure that all health and hygiene regulations are followed in accordance with regulations.

The Hirer shall not:

- h) Assign the Contract or sublet the premise or any part of it.
- i) Bring any items into the premise without prior agreement, including furniture, fittings structures additional lighting plants poster or advertisements.
- j) Any items brought into the premise with permission of the Authorised Officer may only be used or secured for use by temporary, non-damaging fixings or similar product or as authorised by the Authorised Officer. Such items must be considered fit for use and fireproofed and all electrical items must have a Portable Appliance Test Certificate where appropriate which shall be provided two weeks prior to the hiring.
- k) Arrange for deliveries to the premise unless agreed with the Authorised Officer.
- l) Use the Hall for any other purpose than specified in the Contract.
- m) Sell any goods unless previously authorised by the Council.

The Council may review and vary the terms of this clause at any time without prior notice to The Hirer as necessary in accordance with changes to relevant law and guidance.

The Council may cancel this Contract forthwith if at any point The Hirer does not comply with this clause 3A and The Hirer shall forthwith vacate the premise.

4. PUBLIC ORDER AND SAFETY AND SECURITY

The Hirer shall:

- a) Ensure that all entrances and exit to the premise are kept clear and unobstructed.
- b) Ensure that good order is kept in the premise during the period of hire.
- c) Admit any officials including Police Officers to the premise during the hiring as deemed advisable by the Authorised Officer and shall bear any costs incurred.
- d) Provide at hirer's expense attendants and stewards as deemed necessary by the Authorised Officer to maintain good order during the event.
- e) Pay for additional Council staff and contractors as deemed necessary by the Authorised Officer to ensure public order and safety and security. To include Duty Managers, Front of House staff, Caretakers, Cleaners, Technicians, and Security staff.
- f) Comply with all security measures as deemed advisable by the Authorised Officer and will ensure all persons comply with such measures.

The Hirer shall not:

- e) Allow any drunkenness or disorder and shall expel any person causing a disturbance when required to do so by the Authorised Officer whose decision shall be final.
- f) Allow the number of persons admitted to the premise to exceed the maximum number permitted by the Contract.

The Authorised Officer has the right to refuse admission and to eject patrons in the interest of Public Order and Safety.

6. TICKETS, ADVERTISING ETC.

The Hirer shall:

- a) Submit a copy of all tickets, posters, advertisements or programmes for an event to the Authorised Officer for approval prior to printing.
- b) Ensure that any advertisement posters for the Hirer's use of the Premise are legally displayed.

The Hirer shall not:

- c) Issue any tickets prior to approval by the Authorised Officer.
- d) Make any collection in the premise without prior consent of the Authorised Officer.
- e) Advertise any event until the Contract for the premise has been made.

7. COPYRIGHT

The Hirer shall:

a) Be responsible for obtaining consent for any performance of a dramatic or musical work to which copyright applies.

b) Comply with all requirements of the Authorised Officer if the Hirer wishes to benefit from the licence held by the Council from the Performing Rights Society Ltd. or the Phonographic Performance Ltd.

The Hirer shall not:

e) Allow transmission of television or wireless recording from the premise without prior consent of the Authorised Officer.

8. PERFORMING RIGHTS (PRS)

PRS fees will be recharged to the hirer at the current rates for all "live" music events. A completed declaration form stating the titles of the music performed must be forwarded to PRS within 30 days of the event.

9. STATUTORY PROVISIONS

The Hirer shall comply with all relevant statutes, regulations, guidance and licences and shall indemnify the Council against any loss, damage costs or other expenses that may be incurred in consequence of the breach or non-observance of any such requirements or advice.

10. CLAIMS

a) The Council shall not be responsible to the Hirer or any other person using the premise for damage, theft or removal of property brought into or left in the premise.

b) The Hirer shall indemnify the Council against all actions proceedings and claims made against the Council in respect of loss damage or injury by any person caused in relation to the Hirer's use of the premise unless such claim is caused by the Council's negligence.

11. CANCELLATION

a) If a booking is cancelled in writing by the Hirer at least eight weeks prior to its date then no payment of the hire charges is required under clause 2. This excludes the deposit paid.

b) If a booking is cancelled in writing by the Hirer less than eight weeks prior to its date or if a Hirer fails to use the premise when booked the full payment under clause 2 is required unless the Council, at its discretion, agrees a lesser amount.

c) The Council may cancel a hiring if the premise is unusable due to breakdown of machinery or damage to premises, or for cleaning, repair, or other maintenance purposes, or in the event of the premise becoming unfit for hiring due to fire, flood, civil commotion, industrial action, or due to security or health concerns, or any other substantive reason as determined by the Authorised Officer. In such case, the Council will refund the fee but not otherwise be liable to the Hirer.

12. AUTHORISED OFFICER

The Hirer must comply with all requirements of the Authorised Officer for compliance with these conditions. The Authorised Officer may suspend or cancel the hiring if the Hirer fails to comply with the conditions of hire or any request reasonably made by the Authorised Officer.

15. CAR PARKING

The Hirer should advise patrons to use town centre car parks.

16. VALUE ADDED TAX

The scale of charges includes VAT at the prevailing rate as applicable.

17. THE USE OF PHOTOGRAPHIC / FILM / VIDEO EQUIPMENT

The Hirer must ensure that it has procedures relating to the protection of Children and Vulnerable adults. This responsibility extends from who is allowed to use photographic/film/video equipment, to where and where not equipment is used and what images are and are not allowed to be taken. It is the Hirer's responsibility to ensure that all participants and their parents/guardians/ carers if under 16 are aware that photographic/filming/video equipment is going to be used. Where appropriate they must be required to get written permission from participants or their parents/guardians/carers to use the photographs in publicity, promotional or media material.

18. SERVICE STANDARDS

The Hirer shall act with reasonable skill and care and in accordance with the best practice prevailing from time to time;

(a) **in all respects in accordance with the Authority's policies in force from time to time;**
and

(b) **in accordance with all relevant legislation including but not limited to**

- (i) ***EU Procurement Directive 2014***
- (ii) ***Social Value Act 2012***
- (iii) ***Pubic Contracts Regulations 2015***
- (iv) ***Local Government Transparency Code 2014***
- (v) ***The Health and Safety at Work etc Act 1974***
- (vi) ***Environmental Policies and Procedures***
- (vii) ***Human Rights Act 1998***
- (viii) ***Equality Act 2010***
- (ix) ***Counter Terrorism and Security Act 2015***
- (x) ***Crime and Disorder Act 1998***
- (xi) ***Coronavirus Act 2020***