

## **THE BLACKBOURNE & WESLEY MANAGEMENT ASSOCIATION**

### **THE BLACKBOURNE & WESLEY ELMSWELL - CONDITIONS OF HIRE**

1. All applications for the hire of The Blackbourne and Wesley (hereafter known as The Venues) must be in writing on the correct form and submitted to The Blackbourne & Wesley Management Association (hereafter known as the Association). The person signing this form shall be considered the Hirer. Where a promoting organisation is named that organisation also shall be considered the Hirer and shall be jointly liable with the person who signs the form.
2. Unless waived in writing, a non-returnable deposit must be paid to secure the booking date.
3. A further returnable deposit against loss, damage or breach of these conditions may be charged at the absolute discretion of the Association.
4. No copyright dramatic or musical work shall be performed or sung without the licence of the owner of the copyright and any necessary licence of the local authority and in accordance with the requirements of the Performing Rights Society. All such licences shall be produced to the Association before the hire date. The Hirer shall indemnify the Association against any infringement of copyright, which may occur during the hiring.
5. Any excisable liquor sold or supplied at Blackbourne shall be provided by the Association's designated bar provider. No other alcohol is to be brought on to the premises other than by written agreement confirming a corkage charge.
6. All conditions attached to the Public Entertainment Licence shall be duly observed by the Hirer. A copy of this licence may be seen on application to the Association. The Hirer shall be deemed to have had notice of all conditions appertaining thereto.
7. The hire of the venues does not entitle the Hirer to use or enter the premises at any time other than the specific hours for which the Venues is hired without the permission of the Association.
8. The Hirer shall not sub-let the Venues or any part thereof.
9. The Hirer is responsible for all damage to the Venues and to any property therein occurring during the period of hire or while persons are entering or leaving the premises pursuant to the hire, however and by whomsoever caused. The deposit referred to in Condition 3 hereof is fully refundable if no damage, loss or other breach of these Conditions occurs and will be returned

within 2 weeks from the date of hire. The Hirer's responsibility is not limited to the amount of the deposit.

10. The Association shall not be responsible for any loss of or damage to any property arising out of the hiring nor for loss, damage, or injury which may be incurred by or be done or happen to any person or persons resorting to the Venues during the period of hire arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or Act of God which may cause the venues to be temporarily closed or the hiring to be interrupted or cancelled. The Hirer shall indemnify the Association against any claim which may arise out of the hiring or which may be brought by any person resorting to the Venues during the hiring in respect of any such loss damage or injury.
11. Right of entry to the Venues is reserved to the Association and to Elmswell Parish Council and any other person duly authorised by the Association and by any Statutory Authority at any time during the hiring.
12. The Hirer shall be responsible that good order shall be kept in the venues during the hiring and the Association may charge the Hirer for any expense incurred for the purpose of preserving order prior to, during or after any entertainment or meeting in the venues.
13. The Association reserves the right to terminate any hiring not properly conducted in accordance with these Conditions and the Hirer will not be entitled to any reimbursement in respect of the hiring fee.
14. The Hirer shall, at the expiration of the period of the hire leave the venues in a clean, orderly state, cleaning equipment being provided and available within the premises. When in default the cost of cleaning will be deducted from the deposit referred to in Condition 3 hereof.
15. All property introduced in consequence to the hiring must be removed at the end of the period of hire. The Association accepts no responsibility for any property left on the premises after hiring and reserves the right to dispose of such property remaining after a period of one month.
16. No flags, emblems or other decoration shall be displayed inside or outside the venues without the previous consent of the Association.
17. All scenery and costumes used for performances or the like must be fireproofed.
18. No exits may be blocked, obstructions placed in corridors or fire appliances removed or tampered with.

19. No additional lights or extensions from the existing electrical light fittings shall be permitted.
20. The Hirer undertakes that the seating and dancing capacity limits set by the Association will not be exceeded.
21. The Hirer shall be deemed to be the responsible person for the purposes of the Public Entertainment Licence issued by Mid Suffolk District Council, and is in charge of the premises at the Venues and is required to be in attendance during the period of hiring whilst such part of the premises as are subject to the hire agreement are being used.
22. The hiring of the Venues is subject to the Standard Licensing Conditions for Public Entertainment imposed by Mid Suffolk District Council and to any conditions attached by Suffolk Fire Service to the Public Entertainment Licence. The Hirer is responsible for ensuring knowledge of and compliance with such conditions.
23. The Hirer shall be aware of and comply with the following:
  - 23.1 There should always be an appointed person to take charge in the event of evacuation of the premises.
  - 23.2 All who attend events should be made aware by the Hirer of evacuation procedures including the location of emergency exits, the need to remain calm and that the assembly point is the car park.
  - 23.3 Emergency exits must be left unobstructed at all times and tables and chairs must be arranged with evacuation in mind
  - 23.4 The Hirer must be aware of the number attending for verification of a total evacuation in the event of an emergency.
  - 23.5 Any fire must not be tackled unless it is clear that this can be done safely.
  - 23.6 In the event of a fire that cannot be tackled the building must be vacated and the emergency services called.
  - 23.7 Each disabled person must be allocated a, 'carer', who ensures that their charge exits the building appropriately so as not to hinder able-bodied persons.
  - 23.8 Once vacated all doors to the building should be shut.
24. No vehicles shall be parked in such a manner as to restrict or obstruct neither the means of escape provided from the premises or the access of emergency vehicles.

25. Hirers will not release or allow to be released during the period of hire lighted sky lanterns and helium filled latex balloons from the facility. Helium filled balloons are permitted inside the buildings only.

26. The following provisions of section 12 of the Children and Young Persons Act 1933 relating to the proper supervision of children must be strictly complied with:

- Where there is provided in any building an entertainment for children, or an entertainment at which the majority of the persons attending are 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 or part thereof can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or any part thereof, and to take all other reasonable precautions for the safety of the children.
- A police officer may enter any building in which he has reason to believe that such an 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 enactment's referred to in the last foregoing subsection shall have the like power of entering any building so licensed by that authority.

27. The Association reserves the right to cancel any hiring at their discretion. In the event of the cancellation by the Association a full refund will be given.

28. Any queries relating to these conditions are to be directed to  
The Clerk to Elmswell Parish Council, Parish Council Office, The Blackbourne, Blackbourne Road,  
Elmswell IP30 9UH Telephone 01359 244134  
email: [clerk@elmswell.suffolk.gov.uk](mailto:clerk@elmswell.suffolk.gov.uk)

Peter Dow  
Clerk to the Parish Council  
22.10.2024