

Conditions of Hire & Hirer's Responsibilities

Staying COVID-19 Secure in 2020

We confirm we have complied with the government's guidance on managing the risk of COVID-19

Conditions of hire

1. The Beehive room hire rates are available on the website at www.beehivehoniton.co.uk/venue-hire and are based on whether the hirer is a community organisation or a business and whether it is a one-off booking or a block booking. The decision as to which category applies to a specific booking will be made by the Centre Manager. In exceptional circumstances, the Centre Manager may choose to refer this decision to the Board of Trustees. The decision of the Board of Trustees will be final.
2. Applications for the hire and use of the Beehive must be made to the Centre Manager in the first instance. Enquiries for hiring or use of facilities will only become a firm commitment when the Hirer has signed and returned the Booking Agreement to the Centre Manager. The Beehive reserves the right to decline any booking without giving a reason.
3. **The signing of the Booking Agreement by the hirer, represents a contractual agreement by the hirer and acceptance of the conditions of hire, acceptance of the stated terms of payment for the hire and acceptance of the Hirer's responsibilities as stated below.**
4. Notice of cancellation or change of required date/s by a hirer must be confirmed in writing, marked for the attention of the Centre Manager. For cancellation or change of date within one month of the hiring, the full charge remains payable. All other charges are subject to 30% payment of the full cost of the hiring. Any variation of these charges is at the discretion of the Centre Manager. In the unlikely event that the Centre Manager has to cancel a booking, liability is limited to any facility charges already paid to the Beehive by the hirer.
5. If confirmation is not received seven working days prior to the booking date the booking will be deemed cancelled.
6. Block booking hirers of the auditorium must be prepared to forego up to 4 bookings per year if so required. The Centre Manager will give four weeks' minimum notice, should a date need to be withdrawn and if possible, offer alternative dates.
7. Unless previously agreed in the Booking Agreement, an additional charge of £25 per hour will be made to any event that continues past 10:30pm.
8. ~~The Beehive has a Café and Bar on the premises. Hirers must notify the Beehive, at the time of booking, that a bar is required and indicate as accurately as possible what the level of attendance will be. Hirers may not operate their own bar or hire in a bar service to operate one on their behalf. All drink consumed on the premises **MUST** be bought from the Beehive Café or Bar. **NO ALCOHOL MAY BE BROUGHT ONTO THE PREMISES AT ANY TIME. Please note that the café and bar are currently out of use.**~~
9. The Beehive charges a Box Office fee for operating the Box Office for ticketed events. The balance payable to the hirer after the event is calculated as follows: Gross Box Office less – VAT (film), PRS charges, credit card charges and 10% Box Office commission
10. By signing the Booking Agreement, the hirer agrees:
 - a. only to use the hired facility for the reason stated on the Letting Agreement. Sub-letting is not permitted.
 - b. to provide adequate supervision to maintain order and good conduct throughout the hiring.
 - c. to be fully compliant with all statutory obligations such as CRB checks if these are required. Also, to ensure that nothing is done in relation to, or during the undertaking of the hire that contravenes the law, that requirements of any legislation are strictly observed. Any uncertainty regarding liquor or entertainment licensing should be clarified in advance of the hiring with the Centre Manager.
 - d. to be responsible **for maintaining social distancing within their group (2 metres where possible or 1 meter+ with mitigations)** and for keeping all gangways, corridors and exits entirely clear at all times. The

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- maximum number of attendees for the room/s hired must not be exceeded. **Please note that room capacity is currently greatly reduced due to social distancing requirements. (See booking enquiry form)**
- e. to ensure use of facilities is kept within the times of hire periods. Use outside of the stated hours will be invoiced pro rata to the pricing policy, with payment required within 7 days.
 - f. not to remove or interfere with fittings and equipment provided or hired by the Beehive, nor to treat the floors with any substance. No fittings or decorations may be attached to the building without prior notice and authorisation. Use of sound and light equipment and entry to the control room must only be by experienced personnel authorised by the Centre Manager.
 - g. that the hirer is responsible for the electrical safety of all electrical items brought into the Beehive.
 - h. that in the event of damage by the hirer or resulting from the hirer's (or his/her agents') activities, the Beehive will make good such damage and charge the hirer with the cost of any repair or replacement which is not due to wear and tear. The Centre Manager may require a fully refundable deposit in advance of hiring against such a contingency.
 - i. to maintain the building's no smoking rules at all times.
 - j. to be fully acquainted with the **one-way system**, exits and fire prevention procedures and to pass such information to users through the hirers' activities.
 - k. that noise levels or activities of the hirer will not interfere or cause inconvenience to other hirers and local residents. As the Beehive is a multi-functional building, sound levels **MUST** be kept to a level appropriate to the room hired and appropriate to the nature of other events occurring in the Beehive at that time. Hirers failing to do so will be asked to reduce noise levels. Hirers failing to comply with this request will jeopardise their chances of hiring rooms at the Beehive in the future.
 - l. to take away all refuse created during the hire period.
 - m. that where the hirer uses their own staff or others to facilitate their event, then the hirer is fully responsible for ensuring the safety of all participants attending the event and must complete appropriate risk assessments for that event. **A separate Covid-19 risk assessment is necessary, and it is the responsibility of the hirer to complete this. The Beehive will provide a template and exemplar for this purpose.**
 - n. a copy of any risk assessments must be given to the Beehive management prior to the event.
 - o. where the hirer is not present at the event, they are responsible for nominating a named person who will be responsible for the requirements of paragraph (n). **A Covid-19 responsible officer must also be nominated.**
 - p. **to keep an accurate, up-to-date register of participants' contact details and notify the NHS Track & Trace team if a participant shows signs of Coronavirus**
 - q. **to have an up-to-date list of attendees and their contact details which may be used for Track and Trace purposes. All attendees must have prebooked with the hirer for the event and no 'drop-ins' will be permitted at the current time.**
11. All forms of advertising within the Beehive are subject to the prior approval of the Centre Manager.
12. The hirer must **not** affix anything, by any means, to any surface within the Beehive.
13. No goods or equipment may be left stored at the Beehive without specific authorisation of the Centre Manager.
14. No responsibility will be accepted by the Beehive or its employees for damage to, loss or theft of property and effects of hirers and users of the Beehive, except where such damage, loss or theft results from negligent acts or omissions of the Beehive, its employees or agents.
15. Hirers are strongly advised to insure against third party claims that may arise against the hirer whilst using the facilities hired. The Beehive is insured only against claims arising from its own negligence. The Centre Manager reserves the right to require a hirer to show proof of such insurance as a condition of the hire.
16. In the event of a query arising from the interpretation of these conditions of hire, the matter is required to be referred to the Centre Manager, who may refer the matter to the Beehive Board of Trustees and whose decision is final.
17. Neither party shall be deemed in breach of the Booking Agreement or otherwise liable to the other party for any failure or delay in performance by it of any of its obligations under this Agreement if and to the extent that the delay or non-performance results from an Event of Force Majeure i.e. in relation to either party, a

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circumstance beyond the reasonable control of that party, including an act of God, compliance with any law or governmental order rule regulation or direction, war, riot, terrorist acts or the threat of terrorist acts, civil commotion or insurrection, royal demise, malicious damage, fire, flood, accident, storm, breakdown of plant or machinery

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Hirer's Responsibilities

Start of Let:

- The Hirer must have access to a working mobile phone at all times during a let so that "999" may be called in the event of an emergency.
- Ensure that the main entrance door is unlocked at all times where the let is for more than 30 persons.
- Check the location and availability of the nearest fire extinguishers to the let rooms.
- Advise attendees of the locations of the relevant emergency exits and the assembly point and draw attendees' attention to the Fire Action Plan notice in the let room.
- In the event of disabled persons, or children being attendees, delegate adult, able-bodied persons to assist such persons in the event evacuation of the building is required.
- In the event disabled persons being attendees, ensure escape routes are planned for such persons and sufficient space is kept clear to allow such escape.
- In the event the let is a larger gathering (such as a dance or seated entertainment), delegate sufficient able-bodied adults to act as stewards to assist in evacuation if required.
- In the event the hire involves persons not familiar with the building who are there as entertainers using the stage and/or dressing rooms, ensure:
- No materials or equipment are placed on the stage or in the dressing rooms in such a way as to obstruct the emergency exits, or routes.
- Any electrical equipment to be used has been maintained and protected in accordance with manufacturers' instructions; and
- Such persons are aware that they must stop playing any music immediately the fire alarm sounds, and that any electrical equipment is switched off.

During Let:

- Emergency exits are to be kept clear of obstructions at all times.
- Where more than one group are to meet during the hire period the hirer is responsible for cleaning surfaces and touch points in between sessions in line with Covid-19 guidelines. Enough time must be factored in to allow for this.
- Where safe to do so, windows/doors should be kept open to allow for proper ventilation and to reduce contact with door handles, etc.
- The automatic fire alarm system must not be disconnected for any reason.
- The "no smoking" policy within the building is to be complied with and, in the event attendees go outside to smoke, used smoking materials and matches must be disposed of outside the building.
- Candles may not be used (other than "night light" candles in non-flammable containers) and "party poppers" or any other explosive/burning items must not be set off.
- Designated fire doors must not be wedged open.

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In the Event of a Fire or Other Emergency:

- The provisions of the Fire Action Plan are to be followed.
- All attendees are to be accounted for at the assembly point situated in the car park.
- The building should be checked (to the extent it is safe to do so) to ensure it is clear of persons.

End of Let:

- Room to be left in the condition in which it was found.
- All lights and electrical appliances are to be switched off and plugs removed from wall sockets.
- All refuse is to be removed from the building (if possible, by being taken home and recycled as appropriate). If this is not possible, it should be put into a bag provided by the centre for disposal.