

INSURANCE

THIRD PARTY HIRER'S INSURANCE POLICY - SUMMARY OF COVER

The policy will indemnify the insured (the Hirer) against all sums, which the insured shall become legally liable to pay as compensation arising out of:

- (a) Accidental bodily injury or illness (fatal or otherwise) to any person and/or
- (b) Accidental loss of or accidental damage caused to third party property.

Details of the policy cover are set out below:

1. Persons/Organisations Insured

Individuals and organisations which would not normally be expected to have their own Public Liability Insurance hiring premises owned / occupied / leased by Staffordshire County Council

2. Occupations & Activities

The activities of the insured (see above) at the premises owned / occupied / leased by Staffordshire County Council

3. The intention of this policy is to protect the hirer where a claim of negligence is made against them by a third party.

4. The Insurer will indemnify the Hirer in respect of all sums which the Hirer may become legally liable to pay as damages and claimants' costs and expenses for:-

- (a) accidental injury to any person (other than an employee of the Hirer if such injury arises out of and in the course of employment by the Hirer)
- (b) accidental damage to the premises or the contents of the premises subject to the liability of the insurer not exceeding £100,000 in any one claim in respect of legal liability which attaches to the Hirer solely by reason of the agreement that would have not attached in the absence of such agreement.
- (c) accidental damage occurring during the period of insurance arising out of the activities of the Hirer at the premises, to other property not belonging to or in the custody or control of the Hirer or of any person in the Hirer's service.

5. The policy will not apply in respect of the use of the premises for the following:

- (a) meetings organised by political parties
- (b) professional entertainment promotion
- (c) commercial or business use
- (d) hire of playgrounds and playing fields **unless** as part of a hiring for the school buildings. Where only the playground or playing fields are hired separate Public Liability Insurance must be in place to protect any legal liability attaching to the hirer.

6. The limit of indemnity under the policy is currently £5,000,000

7. The policy **only** applies whilst the individual/organisation is using premises owned / occupied / leased by Staffordshire County Council

8. If any other insurance covers the same loss, damage or liability this insurance will not pay any amount covered by such insurance.

Conditions of Use

Applications

All correspondence and applications for the hire must be made directly to the Business Support Manager. All applications are subject to approval by the Business Support Manager.

Hirer

The hirer must be over 18 years of age and shall be the person by whom the application form for the hiring is signed. Such person shall be responsible for the payment of the fees payable (if relevant) in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations contained in the hire agreement.

As part of the policy and to comply with Staffordshire County Council's Health and Safety Regulations 'hirers' will share any attendance registers produced.

The hirer will be responsible for the proper conduct of persons using the venue. The hirer will not hold any events in the venue which support, condone, or promote radicalisation, extremist ideology or terrorism.

Fees & Charges

The hire fees and charges shall be paid in full on the receipt of invoice. Signing the Hire Agreement confirms the charges to be made including cancellation costs determined by Staffordshire County Council.

Rooms are available to hire 9:00am – 4:45pm.

- **ALL** requests must have a fully completed and signed booking form, the request remains provisional otherwise. This must give clear room guidance – including clearing away.
- A cancellation charge for any “no show” bookings will be for the cost of the room.
- Any Children & Families bookings will be charged. Bookings are not final until a fully completed booking form is received that shows the cost centre and GL code. If the person hiring the room does not honour the booking a full recharge will still be incurred if not cancelled within 5 days of the day of the booking.

CHESTERON VISION CENTRE

Room Title	Cost per Hour
Sports Hall	£25.00
Dance Studio <i>Please note that the Dance Studio is not wheelchair accessible.</i>	£25.00
Kitchen Access	£5.00
Shower & Changing Facilities	£5.00
Additional Cost for Saturday Bookings per Hour will be charged to cover caretaking fees (i.e. £25 plus additional fee)	£17.50
Additional Cost for Sunday & Bank Holiday Bookings per Hour will be charged to cover caretaking fees (i.e. £25 plus additional fee)	£22.00

Booking Process

If you wish to make a booking, please contact the Castle House Reception, and ask for the Business Support Manager who will check for availability and then take your booking, the booking will remain provisional until a fully completed booking Hire Agreement and Booking Form has been returned to the BSM.

For internal bookings a cost centre and GL code will be always required, and the booking will remain provisional until these details have been received.

All bookings will be charged for unless there has been notification that the booking is cancelled giving the required 14 days' notice.

Duration of the Letting

Please ensure you have vacated the room by the time stated on your booking form. Failure to do so could result in additional charges.

Cancelling of hiring by the Business Support Manager

The Business Support Manager reserves the right to refuse any application without stating reasons for so doing.

The right is reserved to cancel any hiring, without notice, where there is necessary for any cause outside of our control.

Cancellation, postponement, or no show by the Hirer

Cancellations should be made 48 hrs prior to booking. Failure to do so will result in a cancellation charge of £25.00 in addition to the room hire charge.

Hirers will be allowed to cancel or postpone such bookings giving at least 14 days' notice prior the event; a full refund will be administered if required in this case.

Failure to turn up for the booking will result in a full charge for room hire being made.

Hired Area

Access is restricted to the hired area and any toilet facilities, entrances, exits and corridors.

The Centre Representative and their staff, reserve the right to enter the hired area at all times.

Variation of Conditions

There shall be no variation to the conditions of hire without the express consent of the Centre Representative.

Insurance

The hirer will be required to indemnify the Local Authority against any liability at law in respect of any accident involving death or bodily injury to any person or damage-to or loss of any property real or personal and happening consequent upon or in connection with the use of the premises unless due to

the negligence / default of the Local Authority, its Servants, or its Agents. The Authority has a special insurance policy which will provide cover for the hirer in certain cases. Full details of the policy including conditions and exclusions can be found in the Third Hirer's Policy - Summary of Cover document (*Model 3*). Where the hirer is a political organisation, a professional entertainment promoter, or uses the premises on a commercial / business basis or is unable to satisfy the requirements of the Third-Party Hirer's Policy then they will be required to obtain separate third-party insurance cover.

Care of Vision Centre Premises

The hirer is responsible for everyone who is on the centre premises for the activities they are organising and, generally, for everyone who comes on to the parts of the centre premises which are under the hirers control at the stated times. The hirer is responsible for ensuring that they comply with all the terms of the hire agreement.

No notices or placards shall be affixed to, lean upon, or be suspended from any part of the centre premises.

No bolts, nails, tacks, screws, pins, or other similar objects shall be driven into any of the walls, floors, ceilings, furniture, or fittings.

Intoxicating liquor

Intoxicating liquor shall not be brought into nor consumed on centre premises.

Smoking

There shall be no smoking on the centre premises.

Public Entertainment and other Licences

The promoters of entertainment and functions to which the public are admitted on payment shall be responsible for completing to the satisfaction of the Business Support Manager all formalities in connection with the use of the premises for that purpose. Where the Chief Fire Officer or Licensing Authority require additional facilities for the purpose of a letting (such as "Exit" sign and emergency lighting) which are not already installed, it shall be the responsibility of the Hirer to provide such facilities of an approved type and method of installation.

Payment for admission shall be deemed to include admission by tickets or programmes or by any other method by which the making of a payment entitles a person to admission.

No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the byelaws of the Local Authority in whose area the premises are situated and all necessary regulations against fire are complied with.

The hirer shall be responsible during the function or entertainment for which the premises are hired for ensuring:

- all safety requirements and recommendations of any licensing authority are complied with.
- any limitation on the number of persons admitted imposed by any licensing authority or the District Children's Commissioning Officer are complied with.
- suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger, and damage to the premises.

Copyright and Performing Rights

No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fees.

The hirer shall comply with all the provisions of the Copyright, Designs and Patents Act 1988. If the hirer shall fail to do so any permission previously granted by the Business Support Manager to use the centre premises shall be immediately cancelled and the Business Support Manager shall have the right to recover fees, charges or any other payments referred to in these Regulations.

The hirer shall indemnify the Local Authority from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of Copyright Works on centre premises.

The hirer shall, immediately after any performance or function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society a Performing Right Society Limited form obtainable from the Performing Right Society Limited, 29-33 Berners Street London W1P 4AA.

If it is proposed to play a copyright record or tape in public, application for a licence to do so must be made to Phonographic Performance Ltd, 103 James Street, London W1R 3HG.

Evidence that the necessary licences have been obtained must be supplied to the District Children's Commissioning Officer at one week before the letting.

Gaming

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968, Section 41 when gaming is carried out at an entertainment promoted for raising money to be applied for purposes other than private gain. A copy of these conditions is open for inspection in the Local Magistrates Court 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.

Use of Equipment

The hire area does not include the use of any equipment except where specifically agreed and subject to any fees deemed appropriate by the Business Support Manager. If centre furniture is moved the hirer must, at the end of the 'session' ensure that the furniture is put back where it was originally found. The hirer must do everything reasonable to avoid loss, damage or breakage to the centre property whilst the centre premises are under the hirer's control. Any loss, damage or breakage must be reported as soon as practicable to the Business /support Manager. The Business Support Manager will be entitled to charge the hirer for any such loss, damage, or breakage on terms to be approved by the Business Support Manager.

Insurance

The hirer will be required to indemnify the Local Authority against any liability at law in respect of any accident involving death or bodily injury to any person or damage to or loss of any property real or personal and happening consequent upon or in connection with the use of the premises unless due to the negligence / default of the Local Authority, its Servants, or its Agents. The Authority has a special insurance policy which will provide cover for the hirer in certain cases. Full details of the policy including conditions and exclusions can be found in the Third Hirer's Policy - Summary of Cover document (*Model 3*). Where the hirer is a political organisation, a professional entertainment promoter, or uses the premises on a commercial / business basis or is unable to satisfy the requirements of the Third-Party Hirer's Policy then they will be required to obtain separate third-party insurance cover.

Parking of Vehicles

The parking of vehicles at the property shall be permitted in approved areas only on condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the centre property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the centre premises.

Miscellaneous

The hiring body shall comply with such additional conditions as the County Council or Business Support Manager may require in writing, to be observed for a particular letting.