

LEIGHTON HOUSE REGULATIONS AND CONDITIONS OF HIRE

1. **Hire**

- 1.1 All bookings for the hire of Leighton House must be made through the Commercial Lettings Manager, Leighton House, 12 Holland Park Road, London W14 8LZ. When a written application has been received from a Hirer, a booking form will be sent to the Hirer. This form should be returned to confirm the booking.
- 1.2 No booking will be accepted from a person under eighteen years of age.
- 1.3 The Council reserves the right to refuse a booking.

2. **Charges**

- 2.1 Hiring charges will be in accordance with the scale current at the time of the booking, details of which are obtainable from the Commercial Lettings Manager.
- 2.2 The hiring will not be confirmed until the appropriate charges have been paid in full. Only the Council's official receipt for payment will be recognised.
- 2.3 No public announcement of the hiring should be made until the hire fee is paid.
- 2.4 If the premises are not vacated by the end of the hiring period, a penalty charge will be made for each hour or part of an hour after the end of the hiring period. The current penalty scale is obtainable from the Commercial Lettings Manager.

3. **Cancellation**

3.1 By the Council

- 3.1.1 The Council may cancel or terminate any hiring if there is any serious omission from or misrepresentation on the booking form, or if the premises are used for any purposes which have not been approved.
- 3.1.2 The Council may cancel the hiring if the premises are required for any purpose connected with a Parliamentary or Local Election and shall not incur any liability to the Hirer, but will refund the hiring charges.

3.2 By the Hirer

- 3.2.1 When the Hirer notifies the Commercial Lettings Manager less than six weeks before the date of the hiring, no refund of fees will be given.
- 3.2.2 When the notification of cancellation is given six weeks or more before the date of the hiring and the Council is able to relet the premises, the Hirer will be eligible for a refund of 75% of the fees paid. However, if the reletting is at a lower rate than that paid by the Hirer, the difference between the lower rate and the fees paid by the Hirer shall be deducted from the 75% refund.
- 3.2.3 Notification of cancellation must be in writing to the Commercial Lettings Officer.

4. **Subletting**

- 4.1 The Hirer shall not sublet any part of the premises. A breach of this Condition shall result in the immediate cancellation or termination of the hiring.

5. **Supervision**

- 5.1 The Hirer or a nominated representative of the Hirer shall be responsible for ensuring the effective control and supervision of the event and all persons attending.
- 5.2 Where premises are hired for a concert, the Hirer must appoint no less than three stewards to deal with the general arrangements for the performance and the sale and control of tickets at the door.

6. **Rights of Entry**

- 6.1 The Council may in its absolute and unfettered discretion, through the Head of Libraries and Arts or an officer authorised to deputise, refuse any person a right of admission to the premises.

7. **Damage to Council Property**

7.1 The Hirer shall repay to the Council on demand the cost of reinstating or replacing any part of the premises or any property whatsoever belonging to the Council in or upon the premises which shall be damaged, destroyed or removed during the period of the hiring.

7.2 If required by the Council the Hirer shall deposit such sum as the Council considers appropriate as security for the repayment mentioned in the preceding sub-paragraph or shall provide some form of guarantee acceptable to the Council for such payment.

7.3 Because of possible damage due to the fragile nature of the House, electric wheelchairs are not allowed.

8. **Loss, Damage and Injury**

8.1 The Hirer shall indemnify the Council against all claims, demands, actions, expenses, damages, penalties or proceedings arising out of or in any way connected with the hiring in respect of the loss or theft of or damage to any property of any person on the premises and the death of or injury caused to any such person.

9. **Third Party/Public Liability Insurance**

9.1 The Hirer shall provide acceptable insurance cover throughout the period of the hiring in respect of each of the contingencies referred to in paragraphs 7 and 8 of these Conditions and shall produce to the Commercial Lettings Manager satisfactory evidence of such cover prior to the commencement of the hiring.

10. **Lighting and Decoration**

10.1 No lighting apparatus, decorations, drapery, furniture, costumes, stage sets or theatrical properties shall be brought into the premises without the prior written consent of the Head of Libraries and Arts or the officer designated to act on their behalf.

10.2 Nothing shall be affixed or attached in any way to the premises either inside or outside or to any furniture or fittings.

11. **Publicity Material**

11.1 No publicity material including press advertisements shall be produced or displayed on the premises or other Council buildings without the prior written approval of the Head of Libraries and Arts or the officer designated to act on their behalf.

11.2 With the prior written approval of the Head of Libraries and Arts, posters not exceeding 50cms in size may be presented for display on certain notice boards outside the premises and in the Council's Libraries.

12. **Auctions**

12.1 The Head of Libraries and Arts may give special permission for auctions associated with approved local charitable purposes.

13. **Catering**

13.1 The Council have appointed caterers with exclusive rights to provide all catering including the provision of intoxicating liquor on the premises. No other caterers will be permitted on the premises without the prior written consent of the Head of Libraries and Arts which will be given only where Hirers require specialist food which cannot be supplied by the Council's caterers.

13.2 No food or drinks shall be brought on to the premises without the prior written consent of the Head of Libraries and Arts.

14. **Liquor**

14.1 The premises are not licensed for the sale of liquor and the Hirer shall ensure that no liquor is sold during the period of hiring.

15. **Smoking**

15.1 Smoking is not permitted in any part of the premises.

16. **Amplified Sound**

16.1 No amplifying apparatus shall be used in any part of the premises.

17. **Photography and Filming**

17.1 Unless the Head of Libraries and Arts or a designated officer gives prior written consent, no filming, photography, videotaping or other visual recording shall take place in any part of the premises for either commercial or private use.

18. **Exhibition of Films**

18.1 Any films exhibited must be of non-inflammable material and their projection must be in accordance with all statutory provisions and Home Office requirements.

19. **Betting, Gaming and Lotteries**

19.1 Nothing shall be done on the premises in contravention of the law relating to betting, gaming and lotteries and the Hirers shall ensure that all relevant legislation is strictly observed.

20. **Nuisances**

20.1 The Hirer shall ensure that no litter is left in or about the premises during and at the end of the hiring period.

20.2 No animal, apart from guide dogs accompanying registered blind patrons, shall be brought into or allowed in the premises.

21. **Music and Dancing**

21.1 The premises are licensed by the Council for the playing of music but not for the performance of anything in the nature of a play (namely a performance involving speech, singing or acting the playing by one or more persons of a role) and the Hirer shall operate within and comply with the terms and conditions of the said Licence.

21.2 Dancing is not permitted in any part of the premises.

22. **Musical Copyright**

22.1 The premises are controlled by the Performing Right Society for the performance of copyright music controlled by the Society. Not less than two weeks before the event the Hirer shall provide details to the Curator of all musical works to be used during the hiring in whole or in part, including works used as examples during lectures or as part of an audio-visual display.

22.2 For those works of copyright music not controlled by the Performing Right Society the Hirer shall be responsible for obtaining the necessary licence from the copyright holder for their performance.

22.3 A complete return of all music works played during the period of the hiring shall be made on the appropriate form and handed to a Museum Assistant at the end of the hiring. This shall include all variations from the details provided to the Curator prior to the hiring as required in paragraph 22.1 of these Conditions and shall also include items played by way of encore.

22.4 The Hirer shall indemnify the Council from and against any claim for duty, tax, royalty or copyright fee payable in respect of any entertainment given during the hiring period and against any infringement of copyright which may occur during the hiring.

23. **Permitted Numbers**

23.1 The maximum number of persons permitted to be seated at any concert or other entertainment in the premises at any one time is One hundred and thirty (130) and the Hirer shall ensure that this number is not exceeded.

24. **Exits**

24.1 No person will not be permitted to stand or sit in any of the gangways which along with corridors, stairways and passageways should be kept clear at all times. All exit doors must be open at the end of performances.

25. **Termination**

25.1 Without prejudice to any paragraph in these conditions or other rights which the Council may have against the Hirer, the hiring may be terminated by the Council without notice or compensation if the Hirer causes or permits any breach of these Conditions.

John McEachen, Head of Libraries and Arts
May 2000