

Hires from April 07 – March 08



Bandstand Hire

Thank you for your enquiry regarding hiring Eastbourne Bandstand.

Please find enclosed an information pack, which contains the following:

- Application form
- Terms and Conditions of Hire
- Plan of the Bandstand
- Technical Information

The costs of hiring the Bandstand for 2007/8 are:

		Charity Rate
Per 1 Hour	£100.00	£75.00

These costs are just for the hire of the venue and do not include additional staff/security/equipment costs. Please contact us for the costs of additional services.

If you wish to hire the Bandstand, please complete the enclosed application form and return it to us together with the necessary documents, at your earliest convenience.

Should you have any queries, please do not hesitate to contact us.

Yours sincerely

Phillip Oakland
Seafront Manager

3. Additional Information

Do you require any of the additional services?

Single Stage Microphone Yes No

Cordless Microphone Yes No

Seating on the Stage Yes No

Licensed Bar Yes No

Before we can confirm or licence any event at the Bandstand we need the following information and documentation:

1. Event Plan
2. Risk Assessments
3. Steward/Security Staff Instructions
4. Public Liability Insurance Certificate (sight of the original and a copy)

4. Agree & Sign

By signing this form, you agree to abide by the Bandstand Terms & Conditions of Hire.

Signed:

Name:

Date:

PLEASE SEND YOUR COMPLETED FORM AND PAPERWORK TO THE ADDRESS BELOW

Official Use Only

- Entered into diary
- Event Plan
- Risk Assessments
- Steward/Security Staff Instructions
- Public Liability Insurance Certificate (sight of the original and a copy)

Notes:

Conditions of Hire for the Premises

1. All applications for the hire of the Premises are to be addressed to the Seafront Manager, Seafront Services, 1 Grove Road, Eastbourne, East Sussex BN21 4TW.
2. The Council reserves to itself the right to refuse any application.
3. The Council reserves the right to sell tickets for the Permitted Use through its network of agencies and to accept payment from customers by way of credit cards. All costs to the Council by way of commission paid will be deducted from the gross box office income on final settlement of the account.
4. The Hiring Fee is exclusive of VAT, which shall be payable and accounted for in line with HM Customs and Excise requirement and at a rate prevailing at the appropriate time.
5. There will be a charge for cancelled bookings that are received in writing more than two calendar months before the Hire Period. All cancelled bookings which are received in writing less than two months but more than one month prior to the Hire Period will be charged at 50% of the Hiring Fee. All cancelled bookings received in writing under one month prior to the function will be charged at the full Hiring Fee, unless the Premises can be re-let over the same period, in which case the Hiring Fee will be reduced by 50%.
6. The Hiring Fee shall be paid within thirty days of receiving the invoice.
7. The Hirer shall procure prior to and maintain throughout the Hire Period sufficient and adequate third party and public liability insurance cover, both in respect of activities directly controlled by him and also activities controlled by persons or organisations under his control or agreement to him. The Hirer shall produce evidence of such insurance to the Council on request.
8. The Council will not be responsible for any loss or damage to the clothing or other property of the Hirer nor any person or persons left in any part of the Premises.
9. The Hirer fully indemnifies and will keep indemnified the Council against all costs claims damages demands liabilities and losses whatsoever and howsoever arising directly or indirectly from the use of the Premises under this agreement or from any breach of the Hirer's obligations under this agreement
10. The Hirer shall not do or permit to be done anything which would or might constitute a breach of any statutory requirement affecting the Premises or which would or might in whole or in part vitiate any insurance effected in respect of the Premises from time to time
11. The Hirer shall comply fully with all statutes, rules, regulations, orders, bylaws or other requirements whether for ensuring public order, safety or decency, or for any other purpose whatsoever affecting the use of the Premises for the Permitted Use, and with all requirements of the Health & Safety Executive of the Police and Fire Authorities, and of the Council including the Conditions and the duty to obtain all necessary licences consent and approvals.
12. The Hirer shall not use the Premises for any purpose whatsoever except the Permitted Use
13. No alterations or additions are to be made to the structure, services, lighting, seating, gangways, fittings or other arrangements of the Premises, except with the express written permission of the Authorised Officer.
14. Decorations and/or dressings or exhibits of any inflammable nature are prohibited. No wax, powder, water or other substance shall be placed on any floor of the Premises, and the Authorised Officer may refuse to allow any article or appliance which he may consider dangerous or offensive, to be brought in to the Premises.
15. The Hirer shall not drive any nails, screws, drawing pins, etc. into any part of the walls, floors, woodwork, fixtures, ceiling, furniture, etc forming part of the Premises. The Hirer will make good any damage done to the Premises, the building, furniture and fittings which occurs during the Hire Period to the satisfaction of the Authorised Officer.
16. The Hirer shall keep the Premises clean and tidy and free from litter and debris.
17. If the Hirer shall fail to comply with conditions 12 to 15 above the Council will carry out such works of cleaning repair and reinstatement as are necessary to put the Premises into the condition they were prior to the Hire Period and the Council shall be entitled to recover the costs of so doing from the Hirer as a debt due.
18. The Hirer must keep good order on the Premises and will not permit any excessive noise on the Premises or within the immediate precincts of the Premises which might cause annoyance to nearby residents. The Council also requires the Hirer to exclude from the Premises persons likely to cause disorder or disturbance and reserves the right to exclude any person.

19. The Hirer shall not use the Premises in such a way as to cause any nuisance damage disturbance annoyance inconvenience or interference to the Council or any neighbouring or adjoining property or the owners or occupiers thereof
20. The Hirer shall not admit a greater number of persons to the Premises than the permitted number of TWELVE HUNDRED PERSONS (1200) Provided that the Hirer must provide at least one steward for every one hundred persons present at the Premises.
21. The Council reserves to itself the right of entry for its duly authorised officers to the Premises at all times during the Hire Period and the Hirer shall instruct any ticket takers or attendants employed by the Hirer accordingly.
22. The Hirer shall not arrange for any sound or television filming, recording or broadcasts of the entertainment or function Permitted Use to be held in the Premises without the prior consent in writing of the Council, and such consent, if given by the Council shall be subject to such conditions as the Council may, in it's absolute discretion determine.
23. Where the Hirer produces publicity or promotional material connected to the Permitted Use, such material must be approved before release by the Council's Department of Tourism & Leisure.
24. The Hirer shall not undertake to, or permit to be undertaken, any fly posting in Eastbourne in respect of the Permitted Use.
25. The Hirer will return the Hired Furniture in good condition. The Hirer will pay to the Council the cost of making good any damage done to the Hired Furniture or the costs of replacement of Hired Furniture damaged beyond repair or destroyed during the Hire Period.
26. The Hirer will pay all and any costs for attendance of the Police or Fire Service during the Hire Period that the Council deems necessary. The Hirer shall not use the Staff as stewards for the Permitted Use.
27. The Hirer shall ensure that all passages, gangways, corridors, staircases, fire doors and other exits are kept clear of obstruction at all times throughout the Hire Period.
28. Smoking is not permitted at any time at the Premises.
29. The Hirer shall ensure that no sweepstake, raffle, tombola or other form of lottery takes place at the Bandstand, except a lottery which:
 - Is lawful under the Lotteries and Amusements Act 1976
 - Prior consent of the Council has been obtained
 - Is conducted strictly in accordance with the relevant statutory provision.
30. The Council reserves for its own exclusive benefit all refreshment and catering sales at the Premises during the Hire Period and in connection with the Permitted Use, and in particular the right to sell and provide all refreshments, whether solid or liquid, to be consumed in the Premises and to provide such catering facilities as it may in its absolute discretion think fit.
31. Subject to condition 30 above, during the Hire Period, the Hirer may make arrangements for non alcoholic refreshments to be provided at the Premises, however such refreshments are to be provided by the Council's catering contractor only and any such arrangements shall be made separately between Hirer and the catering contractor.
32. If any circumstances, over which the Council has no control render the Premises unavailable at any time during the Hire Period, the Hirer shall not be entitled to any compensation whatsoever or howsoever arising directly or indirectly therewith.
33. To observe such reasonable directions and regulations as the Council may make and of which the Council shall notify the Licensee from time to time governing use of the Premises

D. General

1. The rights granted in this agreement shall determine (without prejudice to the Councils rights in respect of any breach of the Hirer's undertakings) immediately on notice served by the Council at any time following any breach by the Hirer of its undertakings.
2. The benefit of this agreement is personal to the Hirer and not assignable and the rights given to the Hirer may only be exercised by him
3. The Council gives no warranty that the Premises is legally or physically fit for any specific purpose.
4. All notices served by either party shall be sufficiently served if delivered by hand or sent by first class post to the address of each party stated in this licence



Bandstand Technical Information

POWER

Stage: 4 x Double 13amp Sockets

Under Stage: 32amp-exhibition point

LIGHTING

Lighting on the stage: 4 x Sodium Lights

SOUND

2 x Microphone (High Quality Shure) one of which can be a radio Microphone -
Amplified via 6 outdoor speakers