**Fermanagh & Omagh District Council**

**Conditions & Regulations Governing**

**Hire of Council-Run Facilities at Enniskillen Castle**

Fermanagh & Omagh District Council **(“The Council”)** is responsible for running specific facilities at Enniskillen Castle **(“Enniskillen Castle”)**. The person appointed by the Council to be the Manager **(“The Manager”)** shall have day to day responsibility for administration of the facilities.

# APPLICATIONS FOR HIRE

1. All applications for the hire of any Council-run room/space at **Enniskillen Castle** must be made to the Manager on the appropriate hire form at least 10 working days prior to the date of the event, stating the purpose for which the venue is required.
2. The person by whom the form is signed must be over 18 years of age and shall be deemed to be the Hirer **(“The Hirer”)**.
3. The Manager reserves the right to refuse any application for the use of any of the Council-run facilities at Enniskillen Castle.
4. The Manager will only confirm a booking upon receipt of the Hire Application Form accompanied by proof of valid and appropriate insurance cover.

# CANCELLATION OF LETTING BY HIRER

Any cancellation of bookings must be notified to the Manager as soon as possible and not later than 21 days prior to the date of the event. Failure to give the required notice will render the Hirer liable to payment of half the normal booking fee.

# CANCELLATION OF LETTING BY THE COUNCIL

1. If prior to the commencement of any function the Manager is of the opinion that an event or performance will be deemed to be offensive in nature or if during any event or performance the Manager deems it to be offensive the Manager shall have full powers and discretion to cancel or stop the event without being liable to pay any compensation.
2. The Council reserves the right to cancel any letting at any time should it require to use the premises in an emergency and without being liable to pay any form of compensation.
3. The Council reserves the right to cancel any letting for any reason, giving 10 working days notice in writing. In such a case the Council shall not be liable to pay any cancellation fee or compensation in respect of the letting.
4. The Council reserves the right to cancel any event, or part thereof due to causes which in the Council’s opinion render any part of Enniskillen Castle unsafe and unstable and accepts no liability for loss on behalf of the Hirer for doing so.
5. In the event of such cancellations, the full amount of any hire charge paid will be refunded.

# LIMITS OF ADMISSION

The maximum number of persons to be admitted to events/functions taking place on the premises shall not exceed the numbers laid down in the “Entertainment’s Licence”.

# CONDUCT OF PATRONS

The Hirer shall be responsible for the conduct of all persons attending the event in respect of which the Hirer has hired the premises (“Its Invitees”) and for the conduct of all persons employed by it for any purposes arising from the event whether such person is paid by the Hirer or not (“Its Employees, Servants and Agents”). In the event of any person or persons acting in such a manner as to cause annoyance or inconvenience to other persons in the building the Hirer will take steps which are reasonable and which are necessary to deal with the offender(s) whether instructions have first been issued by the Manager or not, however any instructions in respect of any of the matters arising from this provision which are issued by the Manager shall be binding on the Hirer.

# DAMAGE TO PREMISES ETC.

The Hirer shall not remove any of the fixed furniture in the premises and shall not use nails, screws or other fastenings to secure items to walls, floors, ceilings, furniture etc.

The Hirer shall be responsible for all and any damage caused by its invitees, servants and employees and agents to the building, furniture, fittings and apparatus in the Council-run facilities at Enniskillen Castle during the period of hire. The amount required to make good the damage shall be at the Manager’s discretion. The Hirer shall be liable to pay the replacement cost of any items which are the property of the Council and which are placed at the Council-run facilities at Enniskillen Castle which are lost or go missing during the period of hire. If in the opinion of the Manager it is deemed necessary, a guarantee or security against loss will be demanded.

# ELECTRICAL FITTINGS

No electrical or other fittings or appliances in Enniskillen Castle may be altered, removed or in any way interfered with or additional fittings or appliances installed in connection with any function/show without approval being obtained from the Council or its representative. It is the responsibility of the Hirer to ensure that all fittings and appliances brought by the Hirer should comply with current Health & Safety Legislation.

# LOSS OF PROPERTY

The Council will not, under any circumstances, accept responsibility or liability in respect of any damage to or loss of property, articles or other items whatsoever, placed or left upon the premises by the Hirer.

# RIGHT OF ENTRY

Officers duly authorised by the Council shall have the right of entry at all times to all parts of the Council-run facilities at Enniskillen Castle for the conduct of business of the Council only.

# INDEMNITY AND INSURANCE

1. The Hirer shall be liable for and shall indemnify the Council in respect of all types of liability arising from its use and occupation of the premises including but not limited to public liability, occupiers liability and employers liability to the extent that the Council will be indemnified against any claim action or suit arising from the Hirers use of the premises. Without prejudice to the foregoing provision and the Hirer’s liability to indemnify the Council the minimum level of insurance cover acceptable to the Council shall be £5 million Public Liability, and £10 million Employer’s Liability. The Hirer will indemnify the Council against any claim or action arising from any breach of copyright, which occurs during the period of hire.
2. The Hirer shall produce such evidence as the Manager may reasonably require that the insurance’s referred to in sub-clause (a) hereof have been taken out and are in force at all material times.

***(NB. Hirers are advised to consult their insurers so as to safeguard themselves in the event of their being held liable for any claim, demand, action or proceedings in this connection.)***

1. If your Organisation does not have adequate insurance cover, you should contact your insurance brokers to obtain this cover. No booking will be deemed binding unless these insurances are in place.

# SALE OF ITEMS AT ENNISKILLEN CASTLE

No person shall sell items of any description within the Council-run facilities at without prior permission and consent from the Manager.

# MARKETING

It is the responsibility of the Hirer to produce and distribute their own Marketing/Promotional material and to liaise with the staff at Enniskillen Castle in advance with regard to the content, production and distribution of marketing material with a view to preserving existing corporate identity and general and accurate information about Enniskillen Castle.

In compliance with Data Protection Legislation, Enniskillen Castle will not give details from its mailing list to Third Parties.

 **Please also note:**

The Council receives many public complaints regarding advertising signs/posters being illegally displayed on their property. Please take notice that the legislation introduced to control this method of advertising is:

**Fermanagh & Omagh District Council**

**The Clean Neighbourhoods and Environment Act (Northern Ireland) 2011**

**Implementation & Enforcement Policy October 2015**

**Section 38 – Unlawful Display Of Advertisements**

**Fly Posting and Distribution of Flyers on Cars and on the Street**

There will be zero tolerance of fly posting and distribution of flyers on vehicles or on the street. If the offender is identified they will be issued with a fixed penalty notice.

**Advertising by Community Groups, Charities, Sports Clubs, Church Groups, non-profit making groups, schools, tourist groups, etc**

Signs will be tolerated subject to:

* Signs being displayed for not more than two weeks and being removed within two days of completion of event.
* One sign, maximum size 1 metre x 1 metre will be permitted on each approach to the relevant town, village or location where the event is to be held.
* No interference with existing directional signage or sightlines.

**Banner Points in Enniskillen**

Members were advised of four authorised points for the erection of banners on the approach roads into Enniskillen where banners can be erected advertising upcoming community/charitable events. Slots can be booked in advance with staff at the Killyvilly Depot, Enniskillen and it was indicated that a similar arrangement would be investigated for Omagh.

**Unauthorised signs on private property** – enforcement action will be taken through planning enforcement.

**Variable Message Signage (VMS) advertising event**s – These are not permissible unless for a statutory function e.g. road closure. Transport NI will deal with unauthorised signs on the public road; the Council to deal with on private property.

Enniskillen Castle will, if requested by the Council, pass on contact details for any individual/company responsible for fly-posting. Any costs incurred by The Ardhowen/Fermanagh & Omagh District Council will be passed on to the individual/company responsible.

# DECORATIONS AND ADVERTISEMENTS

# No decorations, flags or emblems may be erected or posted either inside or outside Council-run facilties at Enniskillen Castle unless authorised by the Council. The Council reserves the right to reject any specific decoration, flag or emblem. In the case of advertisements linked to sponsorship arrangements with specific promotions by the Hirer, this must be agreed with the Manager.

# GAMBLING

No sweepstakes, or other forms of lottery shall be promoted, conducted or held on the premises except such lottery as is deemed to be lawful by virtue of any enactment relating to gaming, betting and lotteries and for which prior approval in writing by the Chief Executive of the Council has been given and the relevant statutory licence or permit has been obtained.

# HAWKERS/VENDORS

No unauthorised vendor, collector, hawker or canvasser shall be admitted to the premises or grounds Enniskillen Castle.

# BROADCASTING, FILM FACILITIES AND PHOTOGRAPHS

1. No Hirer may grant broadcasting or filming rights without the prior agreement of the Council.
2. Application for the use of broadcasting, filming or video facilities shall be made to the Manager.
3. No camera, video or tape recorder may be brought into premises for commercial or private use without the permission of the Manager.

# COPYRIGHT

The Hirer shall not use the premises, or any part thereof, for the presentation of any musical or dramatic performance, or for the delivery in public of any lecture, in which copyright exists, without the consent of the owner of the said copyright. The Hirer shall be responsible for obtaining the licence or permission from the copyright owner and for the payment of the appropriate fee or fees to the Society. The Hirer will indemnify the Council against any claim or action arising from any breach of copyright, which occurs during the period of Hirer.

# SUB-LETTING

The Hirer shall not purport to re-hire any part of the premises to any person.

# SMOKING

In compliance with Fermanagh & Omagh District Council’s policies and procedures, Enniskillen Castle is a no smoking facility. All Hirers and invitees of Hirers are asked to comply with these procedures and refrain from smoking while on the premises.

# FIRE AND EMERGENCY REGULATIONS

A copy of the fire and emergency evacuation procedures for the building will be made available to each hire organisation prior to the hire. The Hirer and his/her staff will also receive a briefing from staff prior to the commencement of the event. All exit routes and doorways must be maintained free from obstructions at all times.

# CHILD PROTECTION POLICY

In all cases where any of the cast/participants are children, the Hirer must ensure that adequate amounts of adults are present to maintain efficient supervision, order and safety. The standard rates under the Children’s Act are

Under 2 years: 1 adult to 3 children

Under 3 years: 1 adult to 4 children

Under 8 years: 1 adult to 8 children

Over 8 years: 2 adults for up to 20 children

Fermanagh & Omagh District Council wishes to advise you of their Code of Behaviour for working with Children/Young Adults and Vulnerable Adults. It is however the responsibility of the Hirer to ensure a safe environment for children/young adults and vulnerable adults working with their organisation.

CODE OF BEHAVIOUR ON CHILD PROTECTION FOR COUNCIL STAFF & VOLUNTEERS

STAFF AND VOLUNTEERS MUST **NEVER**:

* Engage in rough, inappropriate games including horseplay with children.
1. Allow, or engage in, inappropriate touching of any kind.

The main principles of touching are:

* 1. it should always be in response to the child’s needs
	2. it should always be appropriate to the child’s age and stage of development
	3. it should always be with the child’s permission.
* Physically restrain a child or young person, unless it is to:
	1. prevent physical injury to the child, to other children, to visitors or staff, or to yourself
	2. prevent damage to any property
	3. prevent or stop the child or young person committing a criminal offence.

**In all circumstances, physical restraint must be appropriate and reasonable. If not, your action can be defined as assault.**

* Make sexually suggestive actions or comments to, or within earshot of, a child.
* Do things of a personal nature for children that they can do for themselves, or that their parent or the group leader can do for them.

STAFF **MUST NOT**, EXCEPT IN EMERGENCIES:

* have children or young people on their own in a vehicle, unless parents have been notified and extreme caution is taken.
* take a child to the toilet unless another adult is present, or is told about it (this may include a parent or group leader)
* spend time alone with a child on his or her own − if you find yourself in this situation, make sure that you can be clearly seen by others.
* When it is unavoidable that these things do happen, they should occur with the full knowledge and consent of someone in charge of the organisation and/or the child’s parents.

# Safeguarding Children who perform Legislation

The legislation that underpins ‘Children in Entertainment’ is:

* The Children (NI) Order 1995
* Children (Public Performances) (NI) Regulations 1996 as amended

The legislation relates to:

* Children in entertainment, performing on stage or in television, film, radio, advertisements etc
* Children working in paid/professional sport
* Children working as models

The legislation requires that all children, from babies until they cease to be of compulsory school age, be Licensed by the Education and Library Board in whose area they live in order to take part in a performance on stage or for broadcast.

A child remains subject to these regulations until the 2 of July of the academic year in which they attain the age of 16 years (Year 12). The academic year runs from 1 September to 31 August.

A child, for the benefit of the legislation and these guidance notes, is anyone who has not reached compulsory school leaving as outlined above.

Wherever children are involved in a public performance for which a Licence has been issued the law requires that they be cared for by their own parent or an approved matron/chaperone. It is the responsibility of the Licence holder to ensure that there are appropriate numbers of required matrons/chaperones on duty at each performance providing the level of supervision required by law.

The Licence holder is required to keep certain records which must be retained for six months after the last performance to which the Licence relates.

The Licence holder must immediately advise the child’s parent and the education and library board (ELB) when a child is injured in any way.

**Licence Application**

The person responsible for the production of the performance in which the child is taking part is the person who should make the application for a licence to the ELB. This should not be the dance teacher or matron/chaperone for example. The person who signs the licence application will be deemed to be the licence holder. The application must be made to the ELB in whose area the child lives, at least thirty days before the first performance. Application may be refused by the ELB if adequate time is not given.

**Safeguarding of Children and Adults at Risk of Harm**

Furthermore, everyone has a responsibility to ensure the safeguarding of children and adults at risk of harm.

Fermanagh and Omagh District Council requires all contractors / hirers to have a Child and Adult Safeguarding Policy in place. If the contractor / hirer does not have such policies in place, then they should revert to the Council’s Policies and Codes of Practices.

The Council’s Policies and Codes of Practices can be found online at [www.fermanaghomagh.com](http://www.fermanaghomagh.com) or by contacting the Policy and Strategic Services Unit via telephone: 0300 303 1777 ext. 21178, textphone: 18001 0300 303 1777 or via email: finbar.maguire@fermanaghomagh.com.

Information within the Policy and Codes of Practices, includes Adult to Child Ratios, Reporting Procedures, Code of Conduct and so forth.

Adult to child ratios for activities where there are no specific governing body guidelines should be as follows (as per the Council’s Child Safeguarding Policies and Code of Practices):

* **0 - 4 years of age:** One adult to a maximum of 4 children (a maximum of 1 baby under the age of 2 to each supervising adult)
* **5 - 7 years of age:** One adult to a maximum of 10 children
* **7 years of age and over:** One adult to a maximum of 20 children

# VARIATION OF CONDITIONS

The Council reserves the right to vary or add to any of these conditions either generally, specifically, or in relation to any particular letting or grant of letting.