

Fermanagh & Omagh District Council (“**The Council**”) is the owner of the Strule Arts Centre. The person appointed by the Council to be the Operations Manager of the Strule Arts Centre (“**The Manager**”) shall have day to day responsibility for administration of the Building.

### 1 Applications For Hire

- a) All applications for the hire of any room in the Strule Arts Centre must be made to the Manager on the appropriate hire form between 12 weeks to 14 working days prior to the date of the event depending on the booking type, stating the purpose for which the venue is required.
- b) The following documents required for performances and workshops must be submitted to the Strule Arts Centre at least 12 weeks prior to the event’s commencement date.
  - Completed hire contract via Jotform link
  - Risk Assessment
  - List of Warnings; strobe lights, strong language etc.
  - Image and event description for programme, website and social media
  - Copy of Public Liability Insurance (If currently not valid for the date of event, an updated certificate must be submitted once insurance is renewed)
  - Technical information, PRS set-list (if applicable) and additional marketing information must be submitted at least 12 weeks in advance of event date.
- c) 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”).
- d) The Manager reserves the right to refuse any application for the use of any of the Strule Arts Centre’s facilities.
- e) The Manager will only confirm a booking upon receipt of the Hire Application Form accompanied by proof of valid and appropriate insurance cover.
- f) A deposit of 50% of the Hire Fee will be required from all new Hirers. This will be invoiced by Fermanagh & Omagh District Council upon confirmation of the booking. The booking will not be confirmed until the deposit is paid.
- g) Fermanagh and Omagh District Council is committed to promoting equality and good relations for everyone in the district. Equality, inclusivity and diversity are placed at the core of all of the Council’s services and actions, as it strives to work towards achieving a shared future for all. Where applicable, hirers must comply with the Procedure for the Booking of Council Venues and Facilities for Political and/or Religious Purposes.

### 2 Adult / Age Appropriate Content

The hirer must inform the Council of any material that might cause offence contained in a presentation, including strong language; nudity or other elements of a sexual nature; and violent acts. A full description of content must be given in writing in advance. A booking will not be deemed confirmed until this is received.

The Council reserves the right to use content guidance signage and box office guidance where the following may be included in a presentation: strong language; nudity or other elements of a sexual nature; and violent acts.

Where these elements (strong language; nudity or other elements of a sexual nature; and violent acts) are included in a scripted performance, the hirer must provide in advance, a copy of the actual script which is to be performed. A booking for a new piece of work will be accepted on the condition that the script is forwarded to the Council as soon as it is completed.

In the case of above, if the Council deem the content of the performance to be inappropriate, the Council reserve the right to cancel the scheduled performance with no obligations or penalties imposed on the Council.

### **3 Cancellation Of Letting By Hirer**

In the event that all or any performances/events are cancelled by the Hirer, or due to any infringement by the Visiting Company of Health and Safety or other regulations, the Hirer shall forfeit all rights to payment. The Council, having used its best endeavours to minimise its losses, shall be entitled to recover from the Hirer all sums paid out on behalf of the Hirer together with any other loss or damage reasonably incurred as a result of such cancellation.

Cancellations by the Hirer shall be subject to the following cancellation charges:

- Less than 1 week's notice – 100% of the hire fee
- Less than 2 weeks' notice – 75% of the hire fee
- Less than 4 weeks' notice – 50% of the hire fee

From the date the event goes on sale up to 4 weeks before the event – 25% of the hire fee

In addition to the above cancellation fee, a sum equivalent to 8% of the gross value of any tickets sold on the date of cancellation shall be payable. This represents the Box Office administration charge and shall be calculated by reference to the number and total value of tickets processed through the venue's Box Office system at the time of cancellation.

The Hirer shall also be liable for any additional non-refundable third-party costs and transaction charges incurred as a direct result of processing ticket refunds arising from the cancellation, including but not limited to merchant service charges and card processing fees.

The Council may, at its sole discretion, consider a reduction or variation of the cancellation charges where it is satisfied that the Hirer has taken all reasonable steps to avoid cancellation and where the Council's reasonable costs will be fully recovered. Any such variation shall not constitute a waiver of the Council's rights in respect of future bookings.

If any scheduled performance/event is cancelled by reason of governmental order (local or national), Royal demise or Force Majeure, neither the Council nor the Hirer shall incur any penalty.

### **4 Cancellation Of Letting By The Council**

- a) 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 performance without being liable to pay any compensation.
- b) 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.
- c) 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.
- d) The Council reserves the right to cancel any performances, or part thereof, due to causes which in the Council's opinion render any part of the Strule Arts Centre unsafe and unstable and accepts no liability for loss on behalf of the Hirer for doing so.
- e) In the event of such cancellations, the full amount of any hire charge paid will be refunded.

### **5 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" (Auditorium (386); Lecture Theatre (125); Dance Studio (60); Gallery (80); Café (100).

### **6 House Tickets**

For performances, the Strule Arts Centre reserves the right to retain 10 tickets for all events in the main auditorium as "house tickets", and 2 tickets for all events in Cabaret set up. These will be used at the discretion of the Management. The Council reserves the right to issue complimentary tickets at its sole discretion.

### **7 Promoter Tickets**

The Hirer shall be entitled to a maximum of 10 complimentary tickets in the auditorium. These must be booked through the box office. Where a show is sold out, or there are less than 8 tickets available the allocated amount cannot be given. Please note: Promoter comps cannot be returned to the Box Office once printed. All other tickets required must be purchased as normal.

## **8 PASS Tickets**

As part of the council's Personal Assistance Support Scheme, people who have a disability and who require the assistance of a companion in order to attend the venue are entitled to a complimentary PASS ticket for their companion. These are obtained on a first come first serve basis, and the Strule Arts Centre will ordinarily limit this to 10 tickets per show. The visiting company reserves the right increase or decrease the number of PASS tickets available for a show.

## **9 Group Tickets**

When 10 tickets or more are purchased for a show, a 10% discount off the full price can be obtained when booking through the box office only.

## **10 Conduct Of Patrons**

The Hirer shall be responsible for the conduct of all persons attending the event or performance 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 or performance 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.

## **11 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 not paint sets on stage. All painting should be carried out prior to the arrival of the set. All necessary final modifications should be carried out in the scene dock area before the set is erected on stage.

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 Strule Arts Centre during the period of rehearsal and 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 Strule Arts Centre 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.

## **12 Electrical Fittings**

No electrical or other fittings or appliances in the Strule Arts Centre 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.

## **13 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.

## **14 Right Of Entry**

Officers duly authorised by the Council shall have the right of entry at all times to all parts of the Strule Arts Centre for the conduct of business of the Council only.

## **15 Indemnity And Insurance**

- a) 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, occupier's liability and employer's liability to the extent that the Council will be indemnified against any claim action or suit arising from the Hirer's 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.
- b) 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 to safeguard themselves in the event of their being held liable for any claim, demand, action or proceedings in this connection.)***

- c) 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.

## 16 Sale Of Items At Strule Arts Centre

No person shall sell items of any description within the Strule Arts Centre building or grounds without prior permission and consent from the Manager. Such requests should be made prior to the commencement of the event. Where permission to sell merchandise has been granted by Management of the facility, the hirer will be charged a Sale of Merchandise fee as stated on the current Strule Arts Centre Hire Costs sheet, available here: [Venue Hire - Strule Arts Centre - Strule Arts Centre](#). The Strule Arts Centre will not permit companies to sell merchandise at children's shows unless bespoke to the show (e.g. CD, book, t-shirt). Please note that flags and emblems are not permitted for sale at the Strule Arts Centre. In line with the Council's commitment to promoting Positive Action Against Climate Change, the sale of single use plastics will not be permitted.

## 17 Marketing

It is the responsibility of the Hirer to produce and distribute their own Marketing/Promotional material and to liaise with the marketing staff at the Strule Arts Centre 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 the Strule Arts Centre and its performances. Marketing materials necessary for the set up and promotion of the event must be provided at least 12 weeks in advance of the event's commencement date. Any amendments or additional content to be used on social media must be sent at least 4 weeks in advance.

The Strule Arts Centre may display some posters and flyers for hired events within the venue and these must be overprinted with dates, times, ticket prices and Box Office details. The recommended quota is 6 A3 posters & 200 A5 flyers.

**If the Marketing Information is submitted by the agreed date**, the event will be included in the following:

- listing on the Strule Arts Centre's website
- the digital and printed programmes
- the venue's digital screens
- the venue's copy and adverts for two local newspapers
- email marketing
- at least one social media post dedicated to the event, and one post that is dedicated to what is coming up

Failure to submit marketing assets in the specified time may result in the event not being included in the programme of events.

In compliance with Data Protection Legislation, the Strule Arts Centre will not give details from its mailing list to Third Parties.

## 18 Fly-posting

**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.

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

**Variable Message Signage (VMS) advertising events** – 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.

**Article 87 of the Roads (Northern Ireland) Order 1993** makes it an offence to display any advertisement on a public road, footway or verge or on any tree or structure in or on a public road.

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

## 19 **Technical Information**

A Technical Specification can be found on the Strule Arts Centre's website via the link [Venue Hire - Strule Arts Centre - Strule Arts Centre](#); please ensure that this is forwarded to the Hirer's Technical representative. The Technical Manager is responsible for all sound, lighting and staging aspects of performances staged within the Strule Arts Centre. It is the responsibility of the Hirer or Hirer's Technical Representative to make contact with the venue's Technical Department a minimum of 4 weeks prior to the performance date in order to confirm technical requirements for the performance as detailed on the Hire Form.

Performances will commence at 8pm and finish no later than 11pm unless otherwise agreed with Management of the facility. If the total performance run time is more than 1 hour 15 minutes an interval is required. The interval time should not be less than 30 minutes from the start time.

Hiring the auditorium for 1 day hire permits access to the auditorium from 10am–12midnight on day of hire. All hire groups may be allocated an additional 2 hours Get In/Rehearsal Time prior to their performance free of charge (depending upon availability and agreement with the Manager). Any additional requirements for Get-in/Get-out/Rehearsal will be charged at the relevant hiring rate as specified in the current Strule Arts Centre Hire Pricing guide: [Venue Hire - Strule Arts Centre - Strule Arts Centre](#)

The hire rate includes the support of one Technical Staff throughout the performance. If additional technical staff are required, a charge per hour per additional member of staff will be levied as noted in the current Strule Arts Centre Hire Pricing guide: [Venue Hire - Strule Arts Centre - Strule Arts Centre](#). Please arrange with Technical Supervisor.

The Strule Arts Centre provides Dressing Rooms and toilet facilities for groups hiring the auditorium. Groups are requested to ensure these facilities are left in an acceptable condition after use. If any of the areas are left in an unacceptable state, house-keeping charges will be levied accordingly.

## 20 **Persons In The Council's Employ**

No person in the employ of the Council will be allowed to supply or be interested in the supply of refreshments of any kind to the Hirer or to any person using any part of the Strule Arts Centre, or be otherwise employed for gain by the Hirer, without the consent of the Council.

## 21 **Decorations And Advertisements**

No decorations, flags or emblems may be erected or posted either inside or outside the Strule Arts Centre 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.

## 22 **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.

**23 Hawkers/Vendors**

No unauthorised vendor, collector, hawker or canvasser shall be admitted to the premises or grounds of the Strule Arts Centre.

**24 Broadcasting, Film Facilities And Photographs**

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

**25 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.

**26 Foreign Entertainers Appearing at the Strule Arts Centre**

Where the entertainer appearing at the Strule Arts Centre on behalf of the Hirer is resident outside the UK, it is the sole responsibility of the Hirer to ensure that any Income Tax owing to Inland Revenue on behalf of the performer is deducted. If in doubt, the Hirer should contact the **Foreign Entertainers Unit, Inland Revenue, St John's House, Merton Road, Bootle, Merseyside L69 9BB (Telephone 0151 472 6488)** who will be in a position to advise. If Income Tax is to be deducted, the Foreign Entertainers Unit will issue an FEU4 Form (A). This form details the appropriate amount of Tax to be paid to Inland Revenue.

Where the entertainer performing is resident outside the UK, the Hirer should contact the Foreign Entertainers Unit at least six weeks prior to the date of the performance. If a copy of FEU4 form is not received by the date of the performance by the Manager, the Strule Arts Centre must withhold 20% of gross box office income and make this payable to Inland Revenue. Thereafter if funds are to be reclaimed from Inland Revenue it is the responsibility of the Hirer.

**27 Box Office:**

**Ticket Sales:** tickets for all performances **must be** supplied by the Strule Arts Centre only. The Strule Arts Centre will charge all Hirers a percentage of Box Office Income + VAT fee for this facility, as specified in the current Strule Arts Centre Hire Pricing guide: [Venue Hire - Strule Arts Centre - Strule Arts Centre](#)

- a) **PPL PRS charge:** a 4.2% charge of box office receipts will be made to cover PPL PRS music usage rights (the tariff will be reduced to 4% upon receipt of a completed PPL PRS set list form). In the case of classical music and drama the charge is 6.5% of box office receipts. This charge will be waived only if proof of payment of royalties is received by the theatre along with the signed contract. Where PPL PRS applies, a minimum charge shall be applied if this is greater than the percentage charge. Further information can be found at: <https://pplprs.co.uk/business/live-music-festivals-concert-venues/>.
- b) Payment of income from ticket sales (less Venue Hire, Box Office Fee, Performing Rights Fee and additional staff, where applicable (+ VAT)) resulting from a production will be paid to the Hirer by Cheque/BACS within 30 days of the last performance date providing a VAT number where applicable has been received. Strictly no payments by cash can be processed. In the event of the income from ticket sales being lower than that owed to the Council, the Hirer will be invoiced accordingly.
- c) The Strule Arts Centre ticket price structure will normally apply and any variations to this need to be discussed and cleared with the Manager. The Strule Arts Centre operates marketing discounts schemes on in respect of productions and these can be made available on request from the Manager. All Hirers agree to a 10% Discount on Group Bookings of 10 or more.
- d) Ticket booking normally opens approximately one month prior to the event or, if the event is included in the Strule Arts Centre programme of events, when this has been made available to the public.
- e) The Strule Arts Centre offers customers the opportunity to avail of PASS tickets (this concession gives a complimentary ticket to people with disabilities to allow their carers to attend for free). The Hirer has the right to determine a limit on the number of PASS tickets available for each performance. It is the Hirer's obligation to clearly state, to the Venue Manager, if they wish to place a limit on the number of tickets allocated before they go on sale.
- f) Community groups or Not-for-Profit organisations must produce a valid Constitution or Charity Number to prove their eligibility for 3<sup>rd</sup> Sector hire rates. The 3<sup>rd</sup> Sector rate is only available to groups who can satisfy this criterion. In all other situations the commercial or professional rate applies.

## **28 Sub-Letting**

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

## **29 Smoking/vaping**

In compliance with Fermanagh & Omagh District Council's policies and procedures, the Strule Arts Centre is a no smoking /vaping facility. All Hirers and invitees of Hirers are asked to comply with these procedures and refrain from smoking / vaping while on the premises.

## **30 Disabled Access**

10 wheelchair spaces are available for Auditorium performances. The Auditorium and Lecture Theatre are equipped with infra-red hearing loop systems, and hearing loop systems are available for the meeting spaces when hiring the venue.

## **31 Fire and Emergency Regulations**

A copy of Emergency Evacuation Plan for the building will be made available to each hire organisation upon arrival. The Hirer and his/her staff will also receive a briefing from the Technical Manager prior to the commencement of the performance/event. Please note: the Escape Route Plan for the Stage and Scene Dock is attached.

## **32 Main Theatre Stage**

- a) All curtains, scenery and other equipment used in the stage area by or on behalf of the Hirer must be fire resistant or should be treated with a fire-retardant solution. (Further information can be obtained from the Venue Technical Supervisor)
- b) To comply with our emergency evacuation procedures, all exit routes and doorways must be free from obstructions at all times and the loading bay must be kept clear of vehicles during the performance. Failure to comply will result in the delay of the performance.
- c) Smoking is not permitted on the stage. If during a public performance it is necessary for the production to use real flame, special permission must be sought from the Manager or Technical Supervisor at least one week prior to the performance.
- d) No unauthorised personnel are permitted in the control room, back stage or scene dock area at any time.
- e) It is a condition of hire that the dressing rooms and stage areas are left in a clean and tidy condition at the conclusion of the hire period.

## **33 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

## **34 Safeguarding Children Who Perform Legislation**

The legislation that underpins Children in Entertainment is:

- The Children (Northern Ireland) Order 1995
- The Children (Public Performances) (Northern Ireland) Regulations 1996, as amended

This legislation applies to:

- Children taking part in entertainment, including performances on stage, television, film, radio and advertisements
- Children engaged in paid or professional sport
- Children working as models

All children, from babies until they cease to be of compulsory school age, must hold a Performance Licence issued by the Education Authority (EA) in order to participate in a public performance, broadcast or rehearsal.

A child remains subject to these regulations until 2 July of the academic year in which they reach the age of 16 (Year 12). The academic year runs from 1 September to 31 August. For the purpose of these regulations, a *child* is anyone who has not yet reached compulsory school leaving age.

Where children are involved in a licensed public performance, the law requires that they are cared for either by their parent or by an approved, licensed chaperone. It is the responsibility of the Licence Holder to ensure that an adequate number of licensed chaperones are present at all times to provide supervision and to safeguard the welfare of the children.

The Licence Holder must:

- Keep appropriate records for each child performer and retain these for at least six months after the final performance to which the licence relates.
- Notify the child's parent and the Education Authority immediately if a child is injured or becomes unwell while taking part in a performance or rehearsal.
- Ensure compliance with EA guidance on maximum performance durations, permitted hours, and rest breaks, noting that no school-aged child may perform after 10:00 pm.

Licence Applications and EA Responsibilities

Applications for a child performance licence must be made to the Education Authority (EA) in whose area the child lives, at least 30 days before the first performance. The application must be submitted by the person responsible for producing the performance (for example, the producer or organiser) and not by the dance teacher or chaperone. Late or incomplete applications may be refused.

The Children Entertainment & Employment Team (CEET), acting on behalf of the EA, is responsible for:

- Issuing performance licences for children
- Approving, training and registering licensed chaperones
- Maintaining the Northern Ireland register of licensed chaperones
- Issuing employment cards/permits for school-aged children under the Children (NI) Order 1995 and the Employment of Children Regulations (NI) 2006

For full information on responsibilities when engaging children in entertainment, obtaining chaperone licences, or employing school-aged children, visit:

[Education Authority – Children in Employment and Entertainment](#)

### **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 [Policies and Procedures – Fermanagh & Omagh District Council](#) or by contacting the Policy and Strategic Services Unit via telephone: 0300 303 1777 ext. 21178, textphone: 18001 0300 303 1777

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

## **35 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.

**36 Contact Details:**

Box Office	028 8224 7831	strulearts@fermanaghmagh.com
Technical Department	028 8224 7831 Ext 20414	
Administration	028 8224 7831	

**Addendum**

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.
- Allow, or engage in, inappropriate touching of any kind.  
The main principles of touching are:
  - it should always be in response to the child's needs
  - it should always be appropriate to the child's age and stage of development
  - it should always be with the child's permission.
- Physically restrain a child or young person, unless it is to:
  - prevent physical injury to the child, to other children, to visitors or staff, or to yourself
  - prevent damage to any property
  - 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.