



MANAGED HALLS - TERMS AND CONDITIONS OF HIRE

In signing these Terms and Conditions the Licensee accepts that all of the Terms and Conditions have been understood and agreed and will be observed and complied with in full.

The Licensor reserves the right to refuse any application to make a booking at its absolute discretion and no booking will be reserved for the Licensee until:

- (a) the Licensee has confirmed acceptance of these Terms and Conditions to the Licensor without any amendments to the form of Terms and Conditions published by the Licensor; and**
- (b) the Licensee has paid 50% of the Hire Fee to the Licensor (or 100% if the total Hire Fee is £75.00 or less); and**
- (c) the Licensor has confirmed the booking to the Licensee in writing**

And upon the occurrence of all of the above mentioned events, the Permission shall be deemed to have been granted to the Licensee subject to the Terms and Conditions of the Hire Agreement. For the avoidance of doubt, acceptance of any monies by the Licensee shall not be deemed to be an acceptance of the Booking.

This document should be read in conjunction with the Licensors published Hire Charge and Hire Bond Schedules which form part of the Hire Agreement.

Definitions and Interpretation:

“Agreed Finish Time” means the time by which the Hire Period is to cease for the Event such time to be first approved by the Licensor.

“Event” means the event to be held at the Premises during a relevant Hire Period as agreed by the Licensor.

“Event Hire” means the hire of the Premises for a single Event.

“Facility” and “Facilities” means Bancroft Hall and Brotherhood Hall as appropriate to an Event.

“Hire Agreement” means the agreement by which the Licensee is granted the Permission which comprises (a) these Terms and Conditions; and (b) The Licensor’s Hire Charge Schedule and Hire Bond Schedule.

“Hire Bond” means the sum specified in the Hire Bond Schedule for the relevant Premises to be paid by the Licensee to the Licensor not less than 28 days prior to an Event.

“Hire Charge Schedule” means the schedule published from time to time by the Licensor which sets out the hall Hire Rates.

“Hire Bond Schedule” the schedule published from time to time by the Licensor which sets out the amount of Hire Bond to be paid.

“Hire Fee” means the fee to be paid by the Licensee based upon the Hire Rate(s) for the Premises and to be paid by the Licensee to the Licensor in accordance with these Terms and Conditions in consideration for the grant of the Permission.

“Hire Period” means the period for which the Licensee is permitted to use the Premises.

“Hire Rate(s)” means the rates of hire for the relevant Premises published in the Hire Charge Schedule.

“Licensee” means the person who signs / accepts the Terms and Conditions unless that person is lawfully acting as an authorised signatory of a limited company and the name and company number of that limited in which case the Licensee shall be the limited company.

“Licensor” means North Hertfordshire District Council.

“Permission” means the permission granted by the Licensor to the Licensee to use the Premises for the purposes of an Event for the duration of the Hire Period subject to the Terms and Conditions.

“Premises” means the part of a Facility to be hired by the Licensee pursuant to the Hire Agreement.

“Schedule Hire” means where the Premises is booked for more than one Event to be held at regular intervals where such forward booking is to continue until terminated in accordance with these Terms and Conditions.

“Terms and Conditions” means the terms and conditions set out in this document which shall be deemed to include all written communication between the Licensor and the Licensee in respect of the agreed period of hire, the Licensor’s Hire Charge Schedule and Hire Bond Schedule which form part of the Hire Agreement.

For the purposes of these Terms and Conditions any act or omission of any invitee or guest of the Licensee at the Premises or the Facility shall be deemed to be an act or omission of the Licensee and the Licensee expressly agrees that they shall be liable for all acts or omissions of any such guests or invitees.

1. Applications and Fees

- 1.1 All bookings, cancellations and enquiries must be made through Council Offices, Gernon Road, Letchworth, Herts. SG6 3JF Tel: 01462 474000, and the Licensee must be over 18 years of age.
- 1.2 The Licensee shall not solicit or accept the assistance of any of the Licensor’s employees in the organisation of any activity held on the premises and the Licensee agrees that neither the Licensor nor its employees shall have any responsibility or liability for the safekeeping of money or goods and the Licensee waives any past present or future claims that it may have with regards to any such safekeeping that may occur in the event of any breach of this clause 1.2.
- 1.3. If there is a breach of any of these Terms and Conditions, the Licensor reserves the right to immediately terminate the Permission without notice during the Hire Period and upon such termination the Licensee shall leave the Premises and the Facility immediately but such termination shall be without prejudice to any rights and remedies of the Licensor that would otherwise arise under the terms of the Hire Agreement.
- 1.4. The Licensor reserves the right to amend these Terms and Conditions without prior notice and such amended Terms and Conditions shall apply to any hiring of the premises forthwith.
- 1.5. The Licensor reserves the right to refuse any application for hire of the Premises.
- 1.6. The Licensor reserves the right to amend the Hire Rate at any time, although Hire Rates for Event Hire will not be amended after the receipt and acceptance of the signed Terms and Conditions and payment of the Hire Bond and 50% of the Hire Fee to the Licensor.
- 1.7. In the case of Schedule Hire the Licensor reserves the right to amend these Terms and Conditions every six months, and such amended Terms and Conditions shall apply to any continuation of the Schedule Hire.
- 1.8. If there is to be a personal gain or profit-making element of any description associated with the hire of the Premises this must be brought to the attention of the Licensor’s at the time of booking.
- 1.9. In the case of Event Hire a minimum hire period of three hours shall apply.

2. General Obligations and Undertakings

- 2.1 The Licensee shall pay the Hire Bond not less than 28 days prior to the Event. Payment of the Hire Bond must not be made to the Licensor by anyone other than the Licensee or their authorised representative.

- 3.2 In the case of Schedule Hire, the Licensor shall on a monthly basis in advance prepare an invoice covering the Hire Fees for all Events within a calendar month and the Licensee shall be obliged to pay such invoice within 14 days of the invoice being issued; the method of payment to be determined by the Licensor.

4. Cancellation / Termination of Hire

4.1 By the Licensor

4.1.1 The Licensor may terminate the Hire Agreement:

- (a) forthwith in the event that the Licensee breaches any of these Terms and Conditions; and
- (b) in the case of Schedule Hire upon giving the Licensee not less than 28 days prior written notice of the Licensor's desire to terminate the Hire Agreement; and
- (c) at any time and without notice for any reason beyond its control. Under such circumstances the Licensor shall return to the Licensee any Hire Fee paid in advance by the Licensee in respect of Hire Periods falling after the date of termination and the Hire Bond (less any deductions permitted under these Terms and Conditions) paid by the Licensee to the Licensor. The Licensor shall not be liable for any costs, expenses, claims or losses incurred by the Licensee arising as a result of such termination; and
- (d) at any time and without notice for the purposes of carrying out any maintenance work required for the operation of the Premises or any Facility which cannot conveniently be carried out without closing the Premises or the Facility. In these circumstances the Licensor shall repay to the Licensee any Hire Fees paid in advance by the Licensee in respect of Hire Periods falling after the date of termination and the Hire Bond (less any deductions permitted under these Terms and Conditions) paid by the Licensee to the Licensor. The Licensor shall not be liable for any costs, expenses, claims or losses incurred by the Licensee arising as a result of such termination.

4.1.2 The Licensor may enter the Premises during the Hire Period in order to carry out any maintenance or inspection work required for the operation of the Premises or the Facility and the Licensor shall not be liable for any costs, expenses, claims or losses incurred by the Licensee arising as a result of such entry.

4.2 By the Licensee

4.2.1 Event Hire

- (a) Save as otherwise provided in clause 4.2(b) below in respect of Event Hire, following signing of the Terms and Conditions by the Licensee and payment of the Hire Bond and 50% of the Hire Fee (or 100% of the Hire Fee where the Hire Fee is £75.00 or less), the Licensee shall not be permitted to cancel the booking or change the Hire Period and shall be liable to pay the outstanding balance of the Hire Fee referred to at clause 3.1(b) of these terms and conditions irrespective of whether the Licensee actually uses the Premises.
- (b) The Licensee may cancel the booking not less than 28 days prior to the Event by giving written notice to the Licensor that he/she wishes to cancel the booking in which case the monies paid to the Licensor pursuant to clause 3.1(a) of these terms and conditions shall belong to the Licensor and the Licensee shall not be liable to pay the balance of monies otherwise due pursuant to clause 3.1(b) of these Terms and Conditions.

4.2.2 Schedule Hire

- (a) The Licensee may cancel any Hire Agreement for Schedule Hire by giving the Licensor not less than 28 days prior written notice and paying the balance of any Hire Fees in respect of periods previously booked up to and including the expiry of the said notice.

- 8.3 Where the Licensee has hired storage space within the Facility all equipment and apparatus to be stored must be kept in the space allocated. Where the space allocated is secured with a lock the Licensee is responsible for the safe keeping of the key, which remains the property of Licensor, and must be returned to Licensor at the end of the Hire Period. Should keys become lost, these will be replaced by Licensor, with the cost of replacement being deducted by the Licensor from the Hire Bond. The Licensor shall have no liability to the Licensee in respect of items that are lost, stolen, damaged or destroyed whilst in storage.
- 8.4 None of the electrical fittings or appliances within or serving the Premises or the Facility shall be altered or interfered with in any way by the Licensee.
- 8.5 The Licensee must obtain the prior consent of the Licensor before erecting any posters, signs or displays. Any posters, signs or displays erected during the period of hire must be so in accordance with clause 8.2 above and removed by the Licensee at the expiry of the Hire Period.
- 8.6 The Licensee must inform the Licensor of any damage caused to Premises or Facility equipment during the period of hire.
- 8.7 The Licensee must inform the Licensor of any fault caused, in respect of any equipment belonging to the Licensor, during the period of hire. Under no circumstances shall the Licensee attempt to repair any faulty equipment.
- 8.8 Without prior approval of the Licensor, no cooking equipment other than that provided by the Licensor through the hire of the Facility shall be used at any time during the Hire Period.
- 8.9 The Licensee should note that no crockery, cutlery or cooking utensils are provided as part of the hire.
- 8.10 The Licensee should note that the use of inflatable's e.g. Bouncy Castles is not permitted as part of the hire.

9. Health and Safety

- 9.1 While on the Premises, the Licensee shall comply and shall procure that all who use the Premises comply with any health and safety requirements of the Licensor.
- 9.2 The Licensee shall immediately notify the Licensor of any incident on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 9.3 The Licensee must ensure that the front door of the Facility remains unlocked and supervised at all times during the period of hire.
- 9.4 The Licensee must ensure all fire exit doors of the Facility are kept clear and free from obstructions and that fire doors remain closed at all times and only opened in an emergency. The Licensee must ensure that everyone using the Premises or the Facility is aware of the emergency evacuation procedure, displayed within the building, and the position of emergency exits. The Licensee must ensure that the fire appliances on the Premises or the Facility are not interfered with.
- 9.5 In the event of an emergency evacuation of the Facility the Licensee shall ensure that its invitees to the Premises make their way to the assembly point indicated on the evacuation notice in the Facility.
- 9.6 The Licensee will be responsible for ensuring proper supervision of the Event, having regard for safety, noise and the Facility fire safety instructions.
- 9.7 In accordance with applicable legislation the Licensor operates a strict no smoking rule within all public buildings. This must be adhered to at all times.
- 9.8 The Licensee must take reasonable care of their own and their invitee's Health and Safety, and shall not interfere with anything provided to safeguard that, and shall report all health and safety concerns to the Licensor. Where the Licensor's staff are not present at the Facility, the Licensee must inform the Licensor of health and safety concerns by using the Licensor's emergency telephone line indicated within the facility.

- 14.2 The Licensee shall ensure that all participants leave the Premises and the Facility as quickly and quietly as possible in order to avoid nuisance or disturbance to any local residents.
- 14.3 Any setting up or clearing away necessary for the Event shall be carried out during the Hire Period. The Licensee shall pay an additional charge at the published hourly rate if the Premises and the Facility are not vacated by the Agreed Finish Time in accordance with these Terms and Conditions such additional charge to be paid by the Licensee in addition to any other expenses costs claims or liabilities incurred by the Licensor as a result of the Licensor failing to vacate the Premises and the Facility on time.
- 14.4 If the Licensor has to employ any staff to remedy any breach of these Terms and Conditions, the Licensor shall pay any costs of such employment (such costs to include the hourly rate of pay of such staff together with any associated overheads in employing such staff) to the Licensor forthwith on demand.

15. Alcohol and Licensing

- 15.1 If alcohol is to be sold during an Event either directly or indirectly, or if any other licensable activity is involved, the Licensee shall ensure that an appropriate licence has been obtained.
- 15.2 It is the Licensee's responsibility to arrange and pay for any bar facility required at the Event.
- 15.3 To comply with current licensing laws, no alcohol may be served to anyone who is, or appears to be, under 18. Alcohol obtained within the facility must not be permitted by the Licensee to be consumed outside of the Premises or the Facility and the Licensee shall take all steps necessary to prevent such consumption.
- 15.4 Where a licensed bar is required it is the Licensee's responsibility to obtain a Temporary Event Notice (TEN) from the appropriate authority. A copy of the licence must be provided to the Licensor at least 5 working days prior to the commencement of the Hire Period. Please note that an application for a TEN must be made at least 10 working days; excluding the date of application and the date of the Hire Period. before the date of the Hire Period. During the Hire Period a copy of the TEN must be on display at the location of the bar at all times.

16. Noise Emission

- 16.1 The Licensee shall ensure that noise emission is kept to minimum levels.
- 16.2 The Licensor shall not be liable for any damage caused to any electrical device in use by the Licensee. .
- 16.3 Equipment must not under any circumstances be powered by sockets located outside of the Main Hall.

17. Lost Property

- 17.1 The Licensor may dispose of any item of property found at any Facility in any way it thinks fit whether such item is the property of the Licensor, its invitees or any other third party. The Licensor shall have no liability to the Licensee in respect of any items of property lost damaged or destroyed at the Facilities and shall have no liability in respect of items that it retains pursuant to this clause 17.1. The Licensee shall indemnify the Licensor against any costs, claims, expenses or convictions arising as a result of the Licensor disposing of any item of property in accordance with this clause 17.

18. Stored Items

- 18.1 The Licensee accepts that if they store any belongings or equipment at the Premises or the Facility they do so entirely at their own risk and that the Licensor shall not be liable for any loss, damage or destruction thereto.

19. Discrimination

19.1 In the use of the Premises, the Licensee shall not unlawfully discriminate against any person either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age.

20. Freedom of Information

20.1 The Licensee acknowledges that the Licensor is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and where required shall assist the Licensor (at the Licensee’s expense) in relation to the Licence granted hereunder to comply with the Licensor’s responsibilities pursuant to the Freedom of Information Act 2000 and the Environmental Information regulations 2004.

The provisions of this clause 21.1 shall survive the expiration or earlier termination of this Licence indefinitely.

21. Limitation of Liability

21.1 The Licensor’s liability under these Terms and Conditions shall be limited to £500 provided always that nothing in these Terms and Conditions shall limit or exclude liability for personal injury or death.

22. Complaints

22.1 If a Licensee, or user of any of the Premises, has a complaint with regard to the hire and/or use of the Premises or Facility they should in the first instance contact the Councils Community Facilities Manager on 01462 474669. If a complaint is not resolved to their satisfaction after this action, the Community Facilities Manager will advise of the appropriate complaints process within North Hertfordshire District Council to which it may be referred.

23. Acceptance of Terms and Conditions

23.1 By signing these Terms and Conditions, the Licensee agrees to be bound by them.
23.2 In the absence of a signed copy of these Terms and Conditions being returned to the Licensor prior to the hire period the payment of a deposit will be deemed as their acceptance.

Signed: (The Licensee)

Print Name:

Date: