

# CONDITIONS OF HIRE FOR ROOMS AT RETFORD AND WORKSOP TOWN HALL

Updated July 2010

This is a Legal Document and you must read this Agreement carefully and ensure that all of its terms are complied with.

1. These conditions of hire and the application form constitute the entire Agreement between you and Bassetlaw District Council for the use of rooms at Retford and Worksop Town Hall (the "Agreement").

## 2. Definitions and interpretation

- a. "Council" means Bassetlaw District Council or where the context admits any Proper Officer of the Council
- b. "Function" means the purpose for which you require the premises,
- c. "Premises" means any or all of the Retford Market Hall, Ballroom, Ballroom Balcony, Council Chamber, and kitchen or servery. Worksop Assembly Room, Ceres Suite, Venetian Room and kitchen or servery which the hirer requires under this Agreement
- d. "you", "your" means the person who has signed this Agreement as Hirer.
- e. "Proper Officer of the Council" means the head of the department which has responsibility to issue the consent required by the hire or a duly nominated sub-ordinate officer or the Council's supervising officer at your function
- f. "Scale of Charges" means the Council's room hire charges which are attached to these Terms and Conditions
- g. 'Youth Events' means events, which in the absolute opinion of the Council are for the entertainment, benefit or advancement of persons under the age of 18 (or some of them) or in which the principal participants are under the age of 18 years.

## 3. Your Application

- a. Your application will only be accepted if you complete the Council's form of Application Form in full and deliver it to the Council at least 28 days before the date of your event.
- b. On receiving your Application the Council will carry out its risk assessment which it will submit to the Nottinghamshire Constabulary for assessment. The Council reserves the right to reject any Application which it reasonably considers likely to create risks which will be unacceptable to the Nottinghamshire Constabulary.
- c. You will at your own additional expense comply with any further requirement of the police for the prevention of crime and disorder at your event including the provision of sufficient door staff (Please see our Information sheet **Stewards and Stewarding**). If any such requirement is unacceptable to you, you may terminate this agreement but you will forfeit your deposit.
- d. If the Nottinghamshire Constabulary vetoes your event this agreement shall terminate forthwith with no liability to the Council and your deposit will be forfeit.

## 4. Sub letting and Assignment

You may not sublet the premises or assign (i.e. pass on) your booking to any other person.

## 5. Hire charges, additional charges and insurance

- a. The hire charge in respect of the premises is set out in the Scale of Charges in force as at the date of this Agreement.
- b. You may be liable for charges higher than the Scale of Charges, where the Council incurs extra expenses as a result of your activities at the function. Examples of activities which may incur extra charges include (but are not limited to): extra cleaning greater than that which is reasonably required ;
  - (1) removal of any adhesive tape, tacks, drawing pins, nails, blue tack, or other fixing materials from surfaces on the premises or Council property

(2) activities which may require a surcharge of premiums on the Council's policy of insurance

(3) uninsured losses and any excess on the Council's Policy of Insurance (currently £100)

- c. The Scale of Charges includes an insurance premium which the Council must pay in respect of risks such as property damage or fire. This premium will partly be applied towards your potential liability arising under clause 8 of these terms. **The insurance cover in this clause 3(c) will be limited to a maximum of £10,000 in respect of any one occurrence. Therefore you must ensure that in appropriate circumstances you obtain additional insurance cover.**
- d. If the Council's insurer considers that any aspect of your function represents a risk, which is not covered by the Council's existing insurance policy, you will pay an additional charge equal to the insurance premium surcharge imposed on the Council for that risk.
- e. You must tell us if you intend to hire professional third parties and/or businesses (including but not limited to live musicians, discos, actors, entertainers, florists, photographers, party organisers). The third parties or businesses must on demand produce to the Council documentary evidence of current Public Liability Insurance of not less than £5,000,000 cover if so requested.

## 6. Due date for payment and deposit (where applicable)

- a. On booking, you must pay a non-refundable deposit of £50.00. The balance hire charge shall be paid at least one calendar month before the function date. Without prejudice to Sub-Clause 3(a) if the function date is within one month of the date your booking, the total hire charge shall be due and paid upon signing this Agreement.
- b. If you cancel your booking, the Council will retain the deposit and it will hold any balance hire charge which will only be refunded if the Council has received monies by way of a hire charge for a substitute booking taking place on the same day and time as your booking.

## 7. Termination

- a. The Council reserves the right to terminate this Agreement if you contravene any of these conditions to its detriment. The Council may terminate this Agreement before or during the function. These grounds include:
  - (1) your knowingly or falsely making a misleading statement to the Council before entering into this agreement; or
  - (2) the Council finding out after this Agreement date, that it may held responsible for infringing copyright as a result of works to be performed at the function (see clause 9(a)).
- b. If the Council terminates this Agreement in accordance with clause 5(a), it will retain the deposit and any hire charge monies held by it. The Council will not be liable for any other losses incurred by you.
- c. The Council further expressly reserves the right to terminate this Agreement in the event of a natural or civil emergency or where the premises are required to enable the Council to carry out its statutory obligations in unforeseeable circumstances (such as snap elections). If the Council has terminated this Agreement under this clause 5(c), it will give you as early notice as is reasonably possible. All monies you have paid to the Council will be refunded and this Agreement would no longer be binding on either party. The Council will not accept any liability to you for any losses whatsoever in such circumstances.

## 8. Maximum Numbers

You must not exceed the Maximum Numbers of persons as set out in our Leaflet 'Maximum Numbers'

## 9. Licences

You shall observe all of the conditions of every licence issued for the premises. A copy of each licence may be viewed on request to the Principal Procurement & Central Support Manager

## 10. Damage

- a. You shall be liable in respect of any loss, damage or injury which is caused intentionally, recklessly or negligently by you, your employee(s) or contractor(s) or any person occupying the premises at the time of the function. Your liability set out in this clause 8(a) includes damage which may be caused to the premises, fixtures, fittings, furniture and articles inside the premises.
- b. Nothing in this Agreement shall limit the Council's liability for death or personal injury resulting from the Council's negligence, breach of this Agreement or an act or omission by it.
- c. The Council will not be responsible for:
  - i) any damage, injury or loss to goods or property left on the premises for exhibition, sale or other purposes; or
  - ii) any articles or property left in the premises by you or a person attending the function; or
  - iii) any loss or damage flowing from a breakdown of any machinery, electricity failure, water leakage or fire in or around the premises which may result in the temporary closure of the premises, or interruption or cancellation of the function.

## 11. Copyright

You must tell us if you intend to provide guests with performing arts entertainment (i.e. any kind of live or recorded music or other performance including but not limited to, films, plays, poetry and prose readings). We will ask you to sign a copy of our Copyright Regulations as a condition of this Agreement.

## 12. The Prevention of Crime and Disorder

- (a) You must supply your own door staff and stewards. Please see our Information sheet **Stewards and Stewarding** for the rules that apply to stewards and note in particular that for certain events door staff must be SIA registered door supervisors.
- (b) If in the opinion of the Council and for any reason there are insufficient Door Supervisors and/or stewards at any time during your event the Council will make an emergency hiring of such numbers of additional SIA Registered Door Supervisors as it considers necessary to meet its minimum requirements and the Council will charge you for that extra cost plus an administration charge of £100.00

## 13. Intoxicants and refreshments

- a. You will only be permitted to sell or provide alcohol at your function if your application form has been completed in full and delivered to the Council at least 28 days before the event and there are no Police objections.
- b. Alcohol shall not be supplied or consumed at Youth Events
- c. You must not admit any person onto the premises (including stewards) who is under the influence of intoxicants such as alcohol and drugs. Any person (including stewards) already admitted to the premises under the influence of intoxicants must be ejected from the premises immediately.
- d. The sale of intoxicants will not be allowed in the premises except by the person who has been authorised by the Council do to so. The authorised person shall be the holder of a current Justices "On Sales" licence for the premises.
- e. A 'Challenge 21' scheme operates at the premises. Any person who appears to be under 21 years of age shall not be allowed to purchase alcohol unless they produce an

acceptable form of identification (passport, driving licence or PASS accredited card).

- f. The consumption of intoxicants which were not obtained through retail sale at the on site bar is not allowed without the prior written consent of the Principal Procurement & Central Support Services Manager. The Council's scale of charges for the consumption of your intoxicants will be supplied on request.
- g. If you provide refreshments, you must ensure that the kitchen and equipment is left in clean and good order.

## 14. Right of entry

The following persons shall at all times be given unobstructed entry to and from the premises - any current Council member, the Principal Service Development Manager, the Resident superintendent, his/her deputy, any authorised Council officer, fire officer(s), medical and paramedical staff and police officer(s).

## 15. Restriction on the use of the premises

- a. SMOKING IS NOT PERMITTED ON THE PREMISE
- b. Except with the consent of the Licensing Authority the premises shall not be kept open after 23:00 Hours and the premises must be vacated by 23:45 on the day of hire.
- c. *Youth Amateur Boxing events shall only take place on Sundays and shall end no later than 19:00 hours.*
- d. The use of smoke machines, pyrotechnics, snow machines and bubble machines are expressly forbidden. No other 'special effects' machines or apparatus are permitted without the consent of a proper officer of the council.
- e. Decorations or hangings are not allowed in the premises without the prior written consent of the Council.
- f. This clause 15(f) applies if any activities or items are introduced or anything is done to the premises so that it increases the risk to the Council's property, buildings or poses a fire risk (see clause 5(d)). If that risk is insurable by your paying an additional charge, then the prior written consent of a proper officer of the Council must be obtained by you to introduce such matters or do that particular thing.
- g. At the conclusion of the function, you are responsible for leaving the premises in a clean and tidy condition and reinstate it to its original condition as it was handed to you before the function. If you do not, you may be liable to an additional charge (see clause 3(c))
- h. In addition, if any articles or property brought to the premises are left behind after the function, the Council may remove those articles or the property to any other place it thinks fit. The Council will not be responsible for those articles or property (see clause 8(c)(ii)).

## 16. Complaints

Any complaint arising out of the hiring may be made in accordance with the Council's Complaints, Compliments and Suggestions policy. You can:

Telephone : 01909 533473  
 e-mail : [speakup@bassetlaw.gov.uk](mailto:speakup@bassetlaw.gov.uk)  
 Website : [www.bassetlaw.gov.uk](http://www.bassetlaw.gov.uk)  
 Post : : Complaints and Consultations Officer  
 Bassetlaw District Council  
 Queens Buildings  
 Worksop  
 Notts S80 2AH

## 17. Waiver of Terms

- a. You must obtain from the Council written confirmation of any variation or waiver of these terms and conditions if you intend to rely on the variation or waiver.
- b. If the Council agrees to vary or waive any of these terms and conditions all other terms and conditions will apply.