



# **COMMUNITY FACILITIES TERMS AND CONDITIONS OF HIRE**

**Revised March 2022**

## 1. Meaning of expressions used in these Terms and Conditions:-

- (a) "Facility(ies)" means those buildings, outside grounds and facilities under the control of Antrim and Newtownabbey Borough Council together with the equipment, fixtures and fittings belonging to such premises that may be allocated to the User. This expression does not imply the User has the right of all such ground facilities, or equipment, but only those that the Council may allocate to the User in accordance with the confirmation of booking.
- (b) "Council" means Antrim and Newtownabbey Borough Council.
- (c) "User" means the person or organisation to whom the Council will permit use of the Facility under these Conditions of Use.
- (d) "Hire/Hiring" means the act of obtaining for payment whether in cash or cheque or any other payment method accepted by the Council for the use of the Facilities as allocated to the User by the Council.

## 2. HIRE OF FACILITIES

- 2.1 At all times the Council shall retain occupation and control of the facility.
- 2.2 The Council undertakes to keep the Facility (if indoors) properly lighted and heated during any period of use unless prevented from so doing by causes beyond the control of the Council.
- 2.3 All applications for the hire of Facilities must be made by fully completing the Council's booking form or relevant booking system as deemed applicable by the Council.
- 2.4 ***The receipt of a booking form does not constitute an acceptance of the application by the Council. The Facilities shall not be deemed to be hired until the User has received confirmation of the booking in writing.***
- 2.5 All bookings made in respect of the Facilities are subject to the time stated on the booking form. Users must ensure that the Facility is cleared at the appropriate time. Entry to the Facilities would be from the time specified on the booking form. Additional time will be charged after the event, if necessary.
- 2.6 All Users must state in the booking form or booking system the specific areas of accommodation within the Facility required for hire. No other areas of the Facility will be available as part of the hire. No application for hire will be accepted while any accounts for payment by the User to the Council remain outstanding.
- 2.7 All Users hiring Facilities shall state the purpose for which they are engaged and shall not sub-let or alter the purpose for which they are engaged without the consent of the Council. If the Facility or any part thereof is used for purposes different from that which they are engaged, the Council reserves the right to terminate the booking at any time without the Council being liable to the User for costs incurred by the group/organisation.

### **The following restrictions on use apply**

- 2.7a The Council's community facilities cannot be booked for party political purposes or for a member's personal use. However rooms can be booked for non-party political

use by members for constituency business, free of charge, subject to approval from the Chief Executive and on the basis that such constituency business is issue based and that the meeting is open to all communities and members.

- 2.7b In relation to those facilities operated by local groups under a Service Management Agreement, the management group is permitted to set its own terms in respect of hire for political or religious purposes. However this must only be permitted on an ad hoc basis and such organisations should not have a permanent presence in the facility.
- 2.8 ***Upon receipt of the Council's written confirmation of the acceptance of the booking, the Council hereby permits and authorises the User to have use of the facilities for the period, and during the hours, specified in the booking form for the purpose of the relevant event.***
- 2.9 Notwithstanding the permission granted in Clause 2.8 Council reserves the right to refuse to hire any Council facilities to any group or individual. If hire of a facility is refused the User may appeal this decision in writing, stating the grounds for the appeal, to a senior manager of Council.
- 2.10 No person under the influence of alcohol or drugs shall be admitted to the Facility(ies) and Council will expel or cause to be expelled any drunken or disorderly person from the Facilities.

### **3. USER'S OBLIGATIONS**

The User agrees:

- 3.1 To only use the facilities for the purpose stated on the booking form.
- 3.2 To manage and conduct the event so that nothing shall be done to injure the reputation of the Council or offend against any statute or statutory regulations of the Council in any way and not to do or permit or suffer to be done any act or thing which may in any way imperil any licence granted or any insurance effected in respect of the Facility.
- 3.3 To arrange and be responsible for the administration, provision of adequate supervision, organisation and running of the particular event or events in respect of which permission for the use of the Facility has been given. In the event of specific help being given by the Council, by special arrangement, no responsibility is acceptable to the Council for the running of any event that remains the User's responsibility.
- 3.4 Not to assign the benefit of the Agreement to use or any part thereof to any other individual or group without the written consent of the Council.
- 3.5 Not to admit or permit or suffer to be admitted any dogs (with the exception of Guide Dogs), cats, or other animals to the Facility (special conditions may be applied).
- 3.6 To pay the Council on demand the cost of repairing or making good any damage to the Facility (fair wear and tear excepted), howsoever caused, arising out of or incidental to the use. Also, to pay the cost of replacing, howsoever lost, any item or equipment included in the Permission to Use.

- 3.7 To supply in advance to the Council for its approval a list of persons, or in the case of public use, the categories of persons intended to be permitted entry by the User, and the Council may object to any person or persons or category of persons.
- 3.8 To pay to the Council the appropriate hire charge(s) set out in the scale of charges for the time being in force.
- 3.9 Not to make or permit or suffer to be made any alterations to the Facility or fixtures and fittings thereof without the previous consent in writing of the Council.
- 3.10 Not to effect or permit or suffer to be erected in or around the Facility any tent, marquee, hut or stall of any kind whatsoever, without the previous consent in writing of the Council.
- 3.11 Not to permit or suffer any person to bring any intoxicating liquor or other alcoholic refreshments of any kind into the Facility without the express permission of the Council.
- 3.12 To expel or cause to be expelled any drunken or disorderly person from the Facility.
- 3.13 Not to cause annoyance or inconvenience to other users or the facilities neighbourhood.
- 3.14 To permit the officials of the Council in their absolute discretion to refuse the admission of or to evict any person from the Facility
- 3.15 To supervise children properly so that they conduct themselves in an acceptable manner and are not a danger to themselves or others.
- 3.16 To control the movement of children and other persons admitted to the Facilities while entering and leaving the Facilities and to take all other reasonable precautions for the safety of children admitted upon the Facilities in accordance with all current applicable legislation.
- 3.17 To ensure that the User and all persons under their supervision wear the type of footwear specified by the Council or a delegated employee of the Council except where normal footwear is permitted.
- 3.18 Not to affix or place or permit or suffer to be affixed or placed any bills, boardings, notice boards, placards or advertisements at the Facility or in any position in front thereof without the previous consent in writing of the Council or issue, publish, exhibit or permit or suffer to be issued, published or exhibited any posters, pamphlets, bills or advertisements without such consent.
- 3.19 Not to affix nails, screws or hooks into walls, ceilings, floors or any part of the Facilities' buildings, nor to use adhesive material, including blue tac, which may render damage to surfaces of walls, etc.
- 3.20 All electrical equipment, including Laptops and extension leads, brought onto Council premises, for use by the User, must receive prior permission of Council. All such equipment should be in a safe and fit condition for use.
- 3.21 The User shall not interfere with electrical fixtures and fittings.

- 3.22 All additional fittings, decorations or scenery of any kind provided by the User shall be subject to the approval of the Council before being fitted and must be removed if required on the orders of the Council. Failure to remove items as required will result in the Council making arrangements to remove same at the User's expense.
- 3.23 All other property brought into the Facilities by Users must be removed at the end of the hire period unless otherwise authorised by the Council. Failure to comply with this condition will result in hire charges being extended to cover the items involved and/or any costs incurred relating to their temporary removal.
- 3.24 To ensure sound levels within the hired room/facility are kept to a level whereby they do not impact on other users of the facility or neighbouring property.
- 3.25 To act in a reasonable manner at all times with the Council, its staff or agents, and comply with all reasonable requests and if requested to do so, make all reasonable adjustments and remove any materials that the Council, its staff or agents deem unsuitable.
- 3.26 To seek appropriate approval in advance for the sale of goods on the premises.
- 3.27 Users shall not place or permit to be placed any obstruction in the passages, doorways or fire exits.
- 3.28 Use of imaging or sound recording equipment is prohibited without the prior consent of Council.
- 3.29 Use of the Facilities must always uphold the reputation of the Council and cause no injury to Council.

#### **4. EXPIRATION OF HIRE PERIOD**

At the expiration of the Hire Period or each separate Hire Period, the User will leave the Facilities in good repair, free of litter and in a clean and orderly state with no potential injury to the next User of the Facility. In particular (but not exclusively) the User must:-

- 4.1 Report to a member of Council staff any fault or otherwise which may cause injury to others.
- 4.2 Replace all equipment as instructed by the Facilities Supervisor or delegated employee of the Council.

#### **5. CANCELLATION OF HIRE BY COUNCIL**

- 5.1 The Council reserves the right at its discretion, to cancel the booking at any time, provided that as much notice thereof as reasonably possible shall be given to the User and that all charges paid are refunded. The Council will not be liable in such an event for any consequential losses alleged to have been suffered by the User as a result of the cancellation.
- 5.2 Any individual or group who/which falsely represents the nature of the intended use of facilities may be refused the use of Council's facilities in the future. Additionally the booking may be cancelled forthwith and any costs associated with this will be the responsibility of the User.

## **6. CANCELLATION OF HIRE BY USER**

- 6.1 ***Users wishing to cancel a booking should give at least 72 hours' notice for community facilities. Failure to give the required notice may render the user liable for full payment of all charges.***

## **7. PUBLICITY & PROMOTION**

- 7.1 The User undertakes to ensure that in all publicity, correspondence etc the venue hired be referred to its proper name as confirmed on the booking confirmation.
- 7.2 The User undertakes not to arrange for or to enter into a contractual undertaking for the televising or broadcasting of any event or events from the Facility, whether by live or delayed transmission, without first receiving written permission from the Council to do so.
- 7.3 The sole right is reserved by Council to place advertisements in any portion of the Facilities or the approaches thereto and to keep the same up during any letting.
- 7.4 Advertising of events or meetings to the public should be communicated to the Council and must inform of any material which may potentially cause offence.

## **8. LOSS OR DAMAGE**

- 8.1 The User is responsible for any loss or damage to the building, fixtures, fittings, contents and décor in the Facilities during the hire period.
- 8.2 The User is advised that the Council can accept no responsibility in respect of loss or theft of articles from the Facilities during the let or any articles left in the Facilities at any time.
- 8.3 The Council reserves the right to dispose of any materials left behind by Clients after 30 days if they have not collected them, having been contacted and requested to remove materials.

## **9. INDEMNITY AND INSURANCE**

- 9.1 The User or the User's club/organisation will insure if so required by the Council against all third party liabilities and risks (in particular personal injury, loss and damage to the User or those persons under the User's supervision and control) throughout the Hire period and if requested by the Council, produce proof of insurance prior to the commencement of the respective hire period.
- 9.2 Anyone providing instruction, ie external coaches using facilities, must provide proof of relevant qualifications as well as insurance to the relevant Council officer prior to the commencement of the respective hire period.
- 9.3 The Council will not be liable for the death of or personal injury to any person attending the Facilities for the purpose described in the User's Booking Form or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the User in the exercise of the rights granted by the Council except in the case of death or personal injury which is due to the negligence of the Council.

- 9.4 Users shall be liable for damage against person or persons or loss or damage to property of any person or persons and shall indemnify or compensate the Council for such damages resulting from booking.
- 9.5 The User undertakes to be responsible for and to indemnify the Council against all claims, actions, demands, costs and proceedings arising out of or incidental to the use of the Facility and equipment or the carrying out by the User of any of the terms of this Agreement or which would not have arisen but for the User's use of the Facility.
- 9.6 The User will not do or permit to be done in the Facility anything which may endanger the policies of insurance now in force or any substituted policies or which may cause any increased or extra premium to become in respect of the property comprised in such policies.

## **10. COMPLIANCE WITH GENERAL LAW AND STATUTORY REQUIREMENTS**

- 10.1 The use of the venue shall not be granted to any individual/group/organisation who/which may be perceived to infringe on the rights of any groups within Section 75 of the Northern Ireland Act 1995. Equality and staging of any event must comply with all relevant legislation, performing rights and copyright.
- 10.2 The use of the venue shall not be granted to any individual/group/organisation who/which may be perceived to be in conflict with the Criminal Justice (Northern Ireland) Order 2004.
- 10.3 Authorised officers and agents of the Council shall at all times have the right of free access to all parts of the premises for the purposes of inspection and supervision.
- 10.4 Gambling or unlawful games are strictly prohibited in all facilities.
- 10.5 It is the responsibility of the User of the Council Facility to make every effort to safeguard the well-being of children, young people and adults at risk of harm to ensure they are protected from coming to any harm and receive necessary care and attention.
- 10.6 Users must be aware of the Council's Safeguarding Policy regarding the prevention of harm and protection of Children and Adults at Risk of Harm. All users must adhere to the Council's Policy if they do not have their own policy.
- 10.7 Antrim and Newtownabbey Borough Council is a registered Data Protection Controller with the Information Commissioner's Office. Personal data supplied will be treated lawfully and fairly and will be used solely for the purposes for which it has been requested. All information will be held securely and treated in accordance with the provisions of the Data Protection Act 1998, soon to be replaced by the General Data Protection Regulation 2018.

## **11. HEALTH & SAFETY, BOUNCY CASTLES & HIRED PROVIDERS**

- 11.1 Users shall comply in all respects with statutory requirements under Health and Safety legislation, the Council's Health & Safety Policy and the Fire Regulations.
- 11.2 All accidents (regardless of how minor) must be reported to a member of Council staff and all relevant paperwork completed.

- 11.3 Antrim and Newtownabbey Borough Council reserves the right to request documented evidence of any Risk Assessments carried out by the User in respect of their use under the booking confirmation. Users shall acquaint themselves with the Council's Safety Policy and fully abide by the Council's Emergency Fire Procedures.
- 11.4 Smoking is not permitted in any Council buildings. Those who wish to smoke may use the outdoor designated smoking areas if provided.
- 11.5 ***First aid material is available for use in the event of an emergency. Please note in some Facilities, after 5.00pm no trained Council staff will be available to administer First Aid.***
- 11.6 If so required by the Council, to arrange for a qualified attendant to be in charge of First Aid (Room) and for sufficient First Aid equipment to be available or in the event of the User wishing to make use of a First Aid Room if available to inform the Council whether use of this room is required or not.
- 11.7 No pets or animals are permitted in or around the facilities with the exception of Assistance Dogs
- 11.8 Responsibility for the supervision of any hired/3rd party equipment or activity must be arranged between the equipment provider and the customer hiring the venue – this includes bouncy castles/inflatables. Customers must ensure that if a 3rd party supplier is not remaining to supervise any equipment then the supplier provides a suitable handover on the correct use and care of the equipment to the customer hiring the venue. The customer then assumes responsibility for supervising the correct use of the equipment or activity. Antrim & Newtownabbey Borough Council is not responsible for supervising equipment or activities hired by customers.
- 11.9 In the event of the applicant hiring equipment (bouncy castles) from an outside provider, public liability insurance of £10 million indemnity is required. If DJ, soft play or an animal farm is being hired from an outside provider public liability insurance of £5 million is required. Customers must advise us when booking of which 3<sup>rd</sup> party/outside provider they are using. This information can be added during online booking by clicking the 'Add Additional Information' option before the checkout page. It will be the responsibility of the Customer to ensure advance notice is given of which supplier is being used.

## **12 CATERING / VENDING**

- 12.1 Council reserves to itself and its franchisees all rights for the sale or serving of food and drink products within the facilities.
- 12.2 In the event of catering facilities not being available at a facility, then Users may request permission from Council to use an outside caterer.
- 12.3 All caterers must be registered with their local Council as required under Regulation EC No.852/2004 Hygiene of Foodstuffs, Article 6(2). Documentary evidence and/or the date of last inspection should be supplied.

## **13. COPYRIGHT / BROADCASTING LICENCE**



- 13.1 No literary, dramatic or musical work which is the subject of copyright can be performed, unless a working licence from the Performing Rights Society Limited or other appropriate licensing authority or copyright owner is first obtained by the User.
- 13.2 Council holds a licence from Phonographic Performance Limited allowing sound recordings which are the subject of copyright to be played at certain facilities only – please check in advance.

#### **14 PRICING AND PAYMENT**

- 14.1 Council facilities are priced as per the Pricing Schedule document. The Council reserves the right without notice, to alter the charges and conditions, and to fix charges and conditions for any lettings not accounted for in the scale of charges.
- 14.2 The total use charge or the total remaining unpaid shall be immediately due and payable on demand in respect of any period or periods of use and failure to make such payment within thirty days of the demand shall be deemed a breach of Condition 15.2 hereof.
- 14.3 If the User, who has permission to use the Facility on an extended (seasonal) use basis, fails to pay any monthly account within 14 days of its receipt the Council may terminate the Agreement to use by notice forthwith in writing to the User expiring at any time but this condition shall operate without prejudice to the exercise by the Council of the rights contained in any of the Conditions above.
- 14.4 In the case of extended (seasonal) permission to use, the User must give to the Council at least 14 days prior notice in writing of a reservation, however the User will be liable to pay the full use charge for a reservation falling within the period of 14 days from receipt by the Council of such notice.
- 14.5 Council reserves the right to require advance payments from potential clients if there has been previous issues with outstanding debt.
- 14.6 Council may initiate debt collection procedures where applicable.

#### **15 GENERAL**

- 15.1 All the aforementioned regulations to be strictly carried out and in the case of a breach of any of them, the Council reserve the right to enforce them at the expense of the User.
- 15.2 If any of the conditions and stipulations on the User's part herein contained shall not be performed or observed or if the User shall not enter upon the Facility in pursuance of the agreement to Use, the Council may at any time thereafter terminate the agreement to use by notice in writing to the User, and thereupon the agreement to use shall absolutely determine and any deposit paid in respect of such use shall be retained by the Council but without prejudice to any claim the Council may have against the User in respect of any s breach of the said conditions or stipulations.