

TERMS AND CONDITIONS OF HIRE – BALLYCLARE TOWN HALL

1. PURPOSE

The Hirer may use no part of the premises for any purpose other than that described on the booking form and accepted by the Council. The Council reserves the right at its absolute discretion to refuse bookings where it is considered that the purpose of the booking is contrary to the interests of the Council or that the booking could cause adverse publicity for the Council. Any breach of this condition will be dealt with on a case by case basis, which may include cancellation of a booking or refusal to accept future bookings.

2. PAYMENT AND APPLICATION FORM

Payment must be made for the hire as stated on the confirmation letter sent to the Hirer. Payment can be made over the telephone by using a debit or credit card, by sending in a cheque. Block booking payments must be made within 30 days of the receipt of an invoice. All bookings are considered as provisional until the booking form is signed and returned by post or email. The signed booking form will act as a contract between the Council and the Hirer. All persons(s) hiring the facility will be required to check and sign an Application Form.

Final set up, times, numbers and special requirements must be confirmed at least seven days prior to the event.

3. SMOKING

Smoking is prohibited in all Council premises. Under the Smoking (Northern Ireland) Order 2006 it is against the law to smoke in enclosed and substantially enclosed public places.

4. ALCOHOL

Alcohol is not permitted on the premises without prior consent from the Council.

5. ELECTRICAL EQUIPMENT

The Hirer shall be responsible for ensuring that the Hirer's own electrical equipment is in a safe condition and complies with the current electrical safety guidelines.

6. EQUIPMENT & STORAGE POLICY

The right to use Council facilities or equipment is not transferable and equipment must not be moved without the permission of the Council. **The Council cannot provide any storage facilities for goods or equipment belonging to the Hirer.**

7. CANCELLATION

a) By the Hirer:

Hirers wishing to cancel a booking must do so to the Council in writing, or by email, **at least 7 clear working days beforehand** otherwise the Council reserve the right to charge the Hirer the full amount of the facility cancelled. Should the Hirer make significant changes to the programme or the expected number of guests, this may result in amendments in the rates charged and/or facilities offered. Charges for catering will also apply to any cancellations within 3 working days of the booking date.

b) By the Council:

- (1) The Council reserves the right to close, prohibit or reallocate unused parts of the facility to other bookers.
- (2) The Council will, at its own discretion, refund all or a proportionate part of monies paid in respect of bookings cancelled or terminated.
- (3) If the Council, for reasons beyond its control need to make any amendments to a booking, reserves the right to offer an alternative to the booking.

The Council may cancel the booking:

- If the Hirer is in arrears of previous payments.
- If the Hirer has failed to adhere to the terms and conditions outlined in this document.
- The NI Executive reintroduce Covid19 restrictions which do not permit this activity.

8. CHARGES

The Council reserves the right, to amend charges for the facilities without notice.

9. ADMISSION

The Council reserves the right at its absolute discretion to refuse the admission of, or to evict any person from the Council's premises including those who may be drunk or disorderly. It shall also have the right at any time to restrict the number of persons using the facility and at no time shall such numbers be allowed to exceed any limit which may be stated in the Council's acceptance of the Hirer's booking.

The Hirer shall, if directed by an Official or the Council or by the Police, deny admittance to or remove from the building any person who, in the opinion of an Officer of the Council or the Police, might be likely to cause a disturbance.

10. SUPERVISION

The Hirer is responsible for:

- a) The administration, organisation and hiring of the particular events.
- b) Preventing disorderly conduct and supervising all participants, visitors and spectators.
- c) Ensuring the premises are left in the condition first found.
- d) Ensuring compliance with current Covid-19 regulations (<https://www.nidirect.gov.uk/campaigns/coronavirus-covid-19>)

11. CHILD AND ADULT SAFEGUARDING

The Council has a Child and Adult Safeguarding Policy in place, a hard copy is available on request or can be accessed through the Council's website at www.antrimandnewtownabbey.gov.uk.

12. 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.

13. DAMAGE

The Hirer shall not carry out any alterations to the building nor fix or make fixtures for any apparatus, equipment or decoration without prior permission of the Council. The Hirer agrees to pay the Council on demand the cost of repairing or making good any loss or damage (fair wear and tear excepted) arising out of or incidental to the hiring.

The Hirer must inform trainers/facilitators that it is not permitted to affix items to the walls of the rooms using pins, blu tack, sellotape or other means likely to cause damage.

14. GAMBLING

No collections, games of chance, sweepstakes or lotteries nor any betting may be conducted on the premises without the prior consent of the Council.

**15. MARKETING AND
PUBLIC RELATIONS
ON COUNCIL
PREMISES**

Professional photographers film/still must obtain permission from management to operate in the premises. No Hirer shall grant newspaper, sound or television broadcasting or filming rights without the prior written consent of the Council. If such consent is given the Council reserves the right to be a party to any negotiations and to the terms and conditions of any agreement reached and to share any income and publicity derived there from. All posters and publicity material should refer to the premises by full name. If the Hirer requires the use of the Council's logo permission must be obtained from the Councils PR and Marketing Section.

We acknowledge the use of smart phone technology is common, very difficult to control with content often published on social media channels without Council approval or agreement. Event organisers are responsible for any content that is published in this way and also responsible for ensuring that such recording and publication of content taken on Council premises does not damage the Councils reputation or bring the Council into disrepute (see clause 1 Purpose). Any breach of this condition will be dealt with on a case by case basis and could result in refusal of future booking requests.

**16. COMPLIANCE
WITH LEGISLATION**

The Hirer shall be required to comply with all relevant legislation including Health and Safety and Equality legislation.

17. INSURANCE

For block bookings and/or teams evidence of insurance with employer's liability insurance no less than £2m and public liability no less than £5m

18. RISK ASSESSMENT

The Hirer shall be required to provide a relevant and up-to-date Risk Assessment document.

19. DEFIBRILLATOR

There is a defibrillator available on site.

Useful Links

The Northern Ireland Ambulance Service have some information about defibrillators

<https://nias.hscni.net/services/aed/>

The link below is to map search for finding the nearest public defibrillator

<https://www.defibfinder.uk/>

Room Hire Privacy Notice:

We are collecting information from you in this application form for the purposes of processing your room booking application and for invoicing. This is in accordance with the performance of a contract. Information collected will not be shared with external organisations. Information will not be transferred to countries outside the EEA. All information collected and processed may be subject to audit. The Council may also process the information for research purposes carried out in the public interest. All information will be held in accordance with the Council's retention and disposal schedule (see <http://www.antrimandnewtownabbey.gov.uk/Council>) and will be disposed of securely when no longer required. You have a number of rights with regard to data we hold on you – for further information see the Information Commissioner's website <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>

If at any point you believe the information we process on you is incorrect you can request to see this information and even have it corrected or deleted. If you wish to raise a complaint on how we have handled your personal data, you can contact our Data Protection Officer who will investigate the matter. Antrim and Newtownabbey Borough Council's Data Protection Officer is:

Data Protection Officer

Antrim Civic Centre, 50 Stiles Way, Antrim, BT41 2UB

T: 028 94 4631 13

E: DPO@antrimandnewtownabbey.gov.uk

If you are not satisfied with our response, or believe we are not processing your personal data in accordance with the law, you can complain to the Information Commissioner's Office (ICO).