

Conditions of Hire

- PREMISES:** All posters and publicity material should refer to the premises by its full name and postal address and must comply with the standards outlined in the Council's Corporate design manual. A copy of which may be obtained on request.
- APPLICATION:** All applications for hire of any premises must be made in writing on the official application form.
- PAYMENT:** Payment must be made for the letting as stated on the confirmation letter to the Hirer.
- ADMISSION:** The said Borough Council reserves the right at its absolute discretion to refuse the admission of, or to evict any person from the facilities. It shall also have the right at any time to restrict the number of persons using the premises 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.
- USE OF PREMISES:** If in the opinion of the management the Hirer is not making full use of the hired premises the right is reserved to re-allocate unused parts thereof, and the Council may readjust the hire charge at its discretion.
- CHARGES:** Charges for the use of premises shall be those determined by the council from time to time, the Council reserving the right to vary them without notice.
- CANCELLATION:** (a) By the Hirer:
In the case of a cancellation of a booking the Hirer must give at least 24 hours' notice, otherwise the Council reserve the right to charge the Hirer the full amount of the premises cancelled.
(b) By the Council:
1. The said Borough Council reserves the right to close or prohibit the use of any of the premises at its discretion.
 2. The Council shall have the right to terminate this Agreement if in its opinion adequate use is not being made of the premises being hired or if same are being improperly used.
 3. The council reserves the right to reallocate areas used by clubs or bookings at its discretion in order to enhance the use of premises. As much notice will be given as is reasonably practicable.
 4. The Council will, at its own discretion, refund all or a proportionate part of monies paid in respect of bookings cancelled or terminated under the provisions of clause (1) and (2) hereof.

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- ALTERATIONS:** The Hirer shall not carry out any alterations to the premises nor shall he fix or make fixtures for any apparatus, equipment or decoration without prior permission from the Council.
- FACILITY STANDARDS** The hirer must ensure that the changing rooms, pitches, and other associated facilities are left in the same condition as when they arrived. This includes basic cleaning, such as sweeping up, etc.
- Failure to comply may result in restrictions on future bookings. If additional cleaning is required, the cost may be passed on to the hiring organisation.
- DAMAGE:** 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.
- SUPERVISION:** The Hirer is to be responsible for:-
- a) The administration, organisation and hiring of the particular events. Special arrangements can be made with the management where help is required.
 - b) The supervision and control of all visitors, spectators and officials.
 - c) Leaving all premises including changing rooms, toilets and showers as tidy as possible.
- TRANSFERABLE:** The right to use the premises or equipment is not transferable.
- GAMBLING:** No collection, games of chance, sweepstakes or lotteries nor any betting may be conducted on the premises without the prior consent of the Council.
- BROADCASTING:** No Hirer shall grant newspaper, sound or television broadcasting or filming rights. No hirer is allowed to advertise or charge entrance fee 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.
- PHOTOGRAPHS:** Professional photographers must obtain permission from management to operate in the premises.
- PERFORMING RIGHTS SOCIETY** The Hirer shall:
- a) Provide such information as the Council shall require to enable it to comply with the requirements of the Performing Rights Society or any similar body (hereinafter called "the Society").
 - b) To keep such records and to complete whatever forms or other documents which Council may require for the purpose of clause (a) hereof.

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- c) To ensure generally that the legal requirement of the Society are observed.
- d) Where appropriate pay (in addition to the hire charges hereunder) any charges levied by and due to the Society.
- OBSERVANCE OF FIRE & SAFETY REGULATIONS:** The Hirer shall ensure that the premises are used in accordance with all fire and safety regulations and in particular shall not allow the use of same by any number of persons which shall cause a breach of the same.
- EQUIPMENT:** Equipment, where supplied, must not be moved without the permission of the Duty Manager or Shift Supervisor.
- 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.
- ALCOHOL** Alcohol may not be consumed or sold on the premises without the prior consent of the Council and the necessary Licence having been obtained from the Courts. A copy of the Licence must be lodged with the Council at least 3 days before the date of hire.
- CHILD PROTECTION** The Council has in place a child protection policy and the hirer must comply with the terms and conditions outlined in the policy. A copy of the policy is available on request.
- CATERING** The Council operates contracts for catering supplies within some of its premises. Where these contracts exists the hirer will not be permitted to hire external caterers for functions, however, the hirer may obtain permission from management to provide their own light refreshments.
- RISK ASSESSMENT** As part of the booking process a risk assessment form must be completed.

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Signed - _____

Date - _____

For office use

Booking Form Received	
Booking Confirmed	
Public liability insurance (min 5 Million) received	
Risk assessment Received	
Safeguarding policy received	
Constitution received	