

TERMS AND CONDITIONS OF HIRE

The person who signs the Booking Form shall be deemed to be the **HIRER**. In signing the form that person accepts that all of the Terms and Conditions have been understood, accepted and will be complied with fully. Any breach could result in the cancellation of the Hire Agreement or some / the entire Hire Bond being withheld. This document should be read in conjunction with the Centres Hire Charge and Hire Bond Charge schedules.

1. Applications and Fees

- 1.1 Booking forms are available from the Halls Office, Hitchin Town Hall, Brand Street, Hitchin SG5 1HX, Tel: 01462 434658. The **HIRER** must be a person of responsibility over 18 years of age.
- 1.2 The **HIRER** will be required to confirm their acceptance of these Terms and Conditions of Hire and any other associated conditions, in writing, at the time of booking.
- 1.3. Staff are not authorised to assist the **HIRER** in the organisation of any activity held on the premises or to accept any responsibility for the safekeeping of money or goods.
- 1.4. If there is a breach of any of the conditions, the Centre reserves the right to terminate the use of the facility during the period of hire and ask everyone to leave immediately.
- 1.5. NHDC reserves the right to amend these Terms and Conditions without prior notice.
- 1.6. NHDC reserves the right to refuse any application for hire.
- 1.7. NHDC reserves the right to amend the hire rates at any time, although rates of Event Hire will not be amended after the receipt of a signed booking form and payment of a deposit.
- 1.8. In the case of Schedule Hire NHDC reserves the right to review the terms agreed with the **HIRER** every six months, and amend those terms as deemed appropriate for the continuation of hire.
- 1.9. If there is to be a personal gain or profit-making element of any description associated with the hire of the Halls this must be brought to the attention of the Halls Administrator at the time of booking.
- 1.10. For the purposes of these Terms and Conditions Schedule Hire means hire by groups or clubs on a regular ongoing basis, Event Hire means single hire of a hall for a party/function or meeting etc.

2) Hire Bond - Obligations and Undertakings

- 2.1 The **HIRER** shall pay a Bond in advance of the date of the period of hire.
- 2.2 The purpose of the Bond is to ensure all terms and conditions of hire are met by the **HIRER**. In the event of any damage caused to either the premises or fixtures and fittings the cost of repair, or replacement cost, including labour charges will be levied against the Bond held. Should the cost of such action exceed the level of the Bond deposited the **HIRER** agrees to take on personal liability for payment of the excess if so requested by NHDC. All or part of the Bond may also be retained if the Hall is not left in an acceptably clean condition.
- 2.3 For Event hirers. Bancroft Hall keys, which are loaned to **HIRERS**, must be returned to Hitchin Town Hall on the day following the Event hire period. Brotherhood Hall keys are also loaned to **HIRERS** and must be returned to Council Offices in Gernon Road Letchworth, on the day following the Event hire period. In circumstances where the keys are not returned, they are returned late or they have to be collected, a charge of £10 will be made, deductible from the Hire Bond.
- 2.4 In the case of Schedule Hire, facility keys are loaned to the **HIRER**, and a charge of £10 will be made for the replacement of any keys lost by the **HIRER** or not returned on the termination of the Schedule Hire contract.

- 3) **Payment of Hire Fees** – please note: NHDC can only accept payment by cheque or credit card, and no bookings will be confirmed until all fees including the Hire Bond have been paid. All Cheques will be cashed and should be made payable to North Herts District Council.

PLEASE NOTE THAT ALL DAMAGE BOND RETURNS WILL BE MADE VIA BANK TRANSFER, THEREFORE BANK DETAILS WILL BE REQUIRED.

3.1 Event Hire

50% of Hire Fee (non refundable)	At time of confirmation of Booking
Balance of Hire Fee	30 days prior to Event
100% of Bond	30 days prior to Event

3.2 Schedule Hire

Invoiced to Hirer on a monthly basis in advance. Payment terms 28 days

TERMS AND CONDITIONS OF HIRE**4. Cancellation / Termination of Hire Agreements****4.1 By NHDC****4.1.1 General**

NHDC reserves the right to carry out any maintenance work required for the operation of the Halls at short notice. If this should result in any part of the building being closed, causing cancellation of a booking, any advance payments made by the **HIRER** will be returned. No financial compensation will be made. This is also applicable in the case of an emergency.

4.1.2 Event Hire

In respect of Event Hire, NHDC reserves the right to cancel the agreement for any reason beyond its control and under such circumstances to return all fees paid to the **HIRER**.

4.1.3 Schedule Hire

In respect of Schedule Hire one months notice will be given

4.2 By the HIRER**4.2.1 Event Hire**

>15 days prior to Event	25% of hire charge balance will be charged
8 – 14 days prior to Event	50% of hire charge balance will be charged
7 days or less prior to Event	100% of hire charge balance will be charged

Note: Any Bond monies paid at the point of cancellation will be fully refunded.

4.2.2 Schedule Hire

One months notice is required

5. Conduct of HIRERS and Guests

- 5.1 The **HIRER** is responsible for the conduct of their guests at all times.
- 5.2 Any person causing a nuisance by reason of indecent language, violent or indecent behaviour must be removed immediately by the **HIRER**.
- 5.3 In the event of any verbal or physical threatening action upon Hall staff during a period of Event Hire, all Bond monies will be withheld at the discretion of the Community Facilities Manager, and in the case of Schedule Hire the hire contract may be terminated with immediate effect.
- 5.4 **HIRERS** and their guests must respect the privacy of surrounding areas to the Halls, particularly late at night, when leaving the facility on conclusion of the hire period.

6) Cleanliness of Facility

- 6.1 The **HIRER** will ensure that the Centre is cleared, cleaned and vacated by the agreed Finish Time. Any cleaning up not undertaken will be considered a breach of the hire agreement and may result in the **WHOLE** of the Bond being forfeited. As a guide, the following points should be noted when clearing the Centre; -

- All tables, work surfaces and kitchen surfaces should be wiped, left in a clean condition with tables and chairs returned to their original position at the start of the event.
- All floors must be left clean with any spillages mopped up.
- All personal belongings shall be removed. NHDC will not accept responsibility for any item left on the premises following the end of the hire period.
- All rubbish must be removed. The Halls waste containers are located as follows
Hitchin Town Hall – outside kitchen area
Bancroft Hall – adjacent to the Bowls club
Brotherhood Hall – outside kitchen fire escape door
- Any Kitchen appliances used must be left in a clean and working condition

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- 7.1 The **HIRER** shall not allow more than the stated number of persons
- Hitchin Town Hall
 - Main Hall – 300 seated with tables and chairs, 500 standing
 - Gym – capacity 200
 - Lucas Room – capacity 40
 - Brotherhood Hall – capacity 70
 - Bancroft Hall – capacity 70

Appropriate steps must be put in place to control admittance.

- 7.2 It is the **HIRER'S** responsibility to ensure that adequate security / supervision at the entrance to the Hall is in place throughout the time of hire, to allow admittance only to those invited to attend.

8) Facilities and Apparatus

- 8.1 The **HIRER** must inform staff of any damaged equipment found prior to the commencement of the hire period.
- 8.2 The **HIRER** shall ensure that no adhesive (tape, liquid, Blu-Tack); nail, screw or other fastening is stuck to / driven into the walls, doors, or furniture in the Halls.
- 8.3 Where the **HIRER** has hired storage space within the Halls all equipment etc to be stored must be kept in the space allocated. Where the space allocated is secured with a lock the **HIRER** is responsible for the safe keeping of the key, which remains the property of NHDC, and must be returned to NHDC at the end of the hire agreement. Should keys become lost, these will be replaced by NHDC, with the cost of replacement born by the **HIRER** from the hire Bond.
- 8.4 No electrical fittings or appliances must be altered or interfered with in any way.
- 8.5 Any posters or signs displayed during the period of hire must be removed on its conclusion.
- 8.6 The **HIRER** must inform staff of any damage caused to Hall equipment during the period of hire.
- 8.7 The **HIRER** must inform staff of any fault caused, in respect of Hall provided equipment, during the period of hire. Under no circumstances should the **HIRER** attempt to repair any faulty equipment.
- 8.8 Without prior approval, no cooking equipment other than that provided by NHDC through the hire of the facility, must be used at any time during the period of hire.

9) Health and Safety

- 9.1 The **HIRER** must ensure that the front door remains unlocked at all times during the period of hire.
- 9.2 The **HIRER** must ensure all fire exit doors are kept clear and free from obstructions and that fire doors remain closed at all times and only opened in an emergency. The **HIRER** must ensure that everyone using the premises is aware of the emergency evacuation procedure, displayed in the entrance of the building, and the position of emergency exits. The **HIRER** must ensure that the fire appliances on the premises are not interfered with.
- 9.3 In the event of an emergency evacuation of the building all within the building should make their way to the Assembly Point indicated on the evacuation notice.
- 9.4 The **HIRER** will be responsible for ensuring proper supervision of the function, having regard for safety, noise and the Halls fire safety instructions.
- 9.5 In accordance with legislation NHDC operates a strict **NO SMOKING** policy within all public buildings. This must be adhered to at all times.
- 9.6 **HIRER'S** must take reasonable care of their own Health and Safety, not interfere with anything provided to safeguard that, and report all health and safety concerns to staff.
- 9.7 The **HIRER** shall take all proper precautions to prevent accidents to anyone on the premises during the period of hire.
- 9.8 The **HIRER** must inform NHDC of any electrical equipment (e.g. Disco Equipment) which is to be brought into the Halls for use during the period of hire at the time of booking. Only items notified will be permitted to be used, at the Community Facilities Manager's discretion. It is the **HIRERS** responsibility to ensure the safe condition of any such equipment, and that its use and condition is in accordance with the equipment manufacturers operating instructions.
- 9.9 No animals, other than Guide Dogs, are permitted in the Halls at any time, other than for supervised dog training sessions.

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- 9.10 All of the Halls have limited parking facilities, and access / and toilet facilities for the disabled on the ground floor. **HIRERS** are requested to advise of any assistance required for the disabled in respect of their hire at the time of booking in order that appropriate arrangements can be made.

10) Entry and Undertaking of Duties

- 10.1 The **HIRER** shall ensure that staff and or Security officers employed by NHDC have access to the premises during the period of hire.

11) Indemnity

- 11.1 The **HIRER** shall indemnify NHDC against all claims; demands, actions or proceedings in respect of either personal injury or loss to any person using the premises except such as may be caused by the negligence of NHDC. The **HIRER** shall compensate NHDC for any damage caused to the building or to any equipment belonging to the building or staff during the period of hire, or as a result of any breach of the conditions of hire. In the event of a breach of the conditions, the cost of replacing damaged goods or repairs deemed necessary will be deducted from the Bond, and any cost in excess of the Bond will be invoiced to the **HIRER**. NHDC is insured against any claim arising out of its own negligence.

12) Right of Refusal

- 12.1 NHDC reserve the right to refuse entry to any person or persons at their discretion.
12.2 NHDC reserve the right to refuse hire if deemed appropriate.

13) Closing Time for Events/Periods of Hire

- 13.1 If the premises are not vacated on time and the delay leads to another event being delayed or cancelled the **HIRER** shall assume full responsibility for any subsequent hire fee lost to NHDC and any subsequent claim for damages brought by the subsequently affected hirer.
13.2 The **HIRER** is expected to ensure that all participants leave as quickly and quietly as possible in order to avoid nuisance to the local residents.
13.3 In the case of Event hire the period of hire includes set up and clear away time, before and after the Event. An additional charge at the published hourly rate may be made if extra time is taken up without prior approval.

14) Licences

- 14.1 Where alcohol is to be sold during an Event, a licenced bar will be required. It is the **HIRERS** responsibility to arrange and pay for the bar facility. To comply with current licencing laws, no alcohol must be served to anyone who is, or appears to be, under 18. Drinks obtained within the facility must not be consumed outside.
14.2 Where a licenced bar is required it is the **HIRERS** responsibility to obtain a Temporary Event Notice (TEN) from the NHDC Licencing Office. A copy of the licence must be provided to the Halls management staff at least three working days prior to the event. For information the NHDC Licencing Office requires at least 10 days notice in respect of an application for a TEN. During the event a copy of the TEN must be on display at the location of the bar at all times.

15) Noise Emission

- 15.1 It is the **HIRERS** responsibility to ensure that noise emission is kept at acceptable levels.
15.2 **Hirer's of Hitchin Town Hall** should note that an Environmental Noise Control System is installed in Main Hall which will activate should the noise being emitted exceed specified levels. The System will allow for occasional 'spikes' of noise in excess of the permitted level to be accepted, but excessive noise, of a constant nature, above the permitted level will cause the system to activate and shut off all power to the electrical sockets in the Hall for a period. Opening the Main Hall / Kitchen fire doors will also shut off the power for a period.
The system is tamper proof and will also shut off the power if it is interfered with. Although power can be restored by use of the reset switch located below the warning light panel, the unit will re-activate should the level again exceed permitted levels, or the fire doors are reopened.

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NHDC accepts no responsibility for any damage caused to any electrical device in use by the **HIRER** (e.g. Disco or Computer Equipment) should power be cut due to activation of the Noise Control System.

It is recommended that the **HIRER** notes that this system operates on a 16 Amp Circuit and that the activation level is set at 95Db.

Equipment must not be powered by sockets located outside of the Main Hall.

16) Complaints

- 16.1 If any **HIRER** or user of any of the Managed Halls has a complaint with regard to the hire and/or use of the facility they should in the first instance contact the Halls Administration Officer, on 01462 434658. If any complaint is not resolved to their satisfaction after this action, the Officer will advise of the appropriate Complaints process within North Hertfordshire District Council to which it may be referred.

17) Acceptance of Terms and Conditions

Acceptance of these Terms and Conditions should be confirmed via the appropriate Hire Booking Form.