

Hitchin Town Hall Hire Policy and Conditions of Contract April 1st 2025-31st March 2026

Purpose and Scope

Hitchin Town Hall is a Grade II listed building which offers a first-class community facility which is available to hire. This hire policy seeks to set out clear guidelines for the hire and use of the Town Hall which includes the Mountford Hall, Lucas Room, Terrace Gallery and Learning Centre.

1.0 Building Information

Hitchin Town Hall provides a first-class community facility and venue which adjoins the newly built North Hertfordshire Museum. The original Town Hall was built in 1900-1901 in the neo-Georgina style, to the designs of architects Edward Mountford and Geoffry Lucas. It replaced an earlier Town Hall of 1840, which may still be seen on the opposite side of Brand Street.

Mountford Hall

Hire Rates

Mountford Hall	
Community Rates	Standard Rates
Mon – Thu 'Super Off-Peak' 9am to 5pm	Mon – Thu 'Super Off-Peak' 9am to 5pm
£60 per hour	£76 per hour
Mon – Thu 'Off Peak' (up to midnight) *	Mon - Thu 'Off Peak' (up to midnight)*
£65 per hour	£80 per hour
Friday to Sunday 'Peak' 9am to Midnight	Friday to Sunday 'Peak' 9am to Midnight
£80 per hour	£99 per hour

*Please note peak rates will also apply for early morning use

** all off peak and peak rate hire must be for a minimum of 3 hours.

*** Please note that the hire rates may be inclusive or exclusive of VAT, which will be confirmed upon booking.

The Mountford Hall is a multi-purpose events space that is available to rent with audio/visual equipment, in house catering and bar facilities, tables, chairs and staff on hand to facilitate your event. When requesting to hire the venue, please indicate if you wish to have use of these facilities. The hall has retained its original barrel-vaulted ceiling, with an attractive cornice decorated with roses and lavender, both of which have historically been grown locally. The sprung floor also uses the original mechanism.

Hall Size	225 sq. metres
Maximum Capacity: Banquet (15 round tables seating 10 per table)	150 guests
Maximum Capacity: Theatre or Auditorium (rows of seats)	240
Maximum Capacity: Standing (no furniture)	240

Lucas Room

Hire Rates

Lucas Room	
Community Rates	Standard Rates
Mon - Thu 'Super Off-Peak' 9am to 5pm	Mon – Thu 'Super Off-Peak' 9am to 5pm
£28 per hour	£30 per hour
Mon - Thu 'Off Peak' (up to midnight)*	Mon - Thu 'Off Peak' (up to midnight) *
£33 per hour	£38 per hour
Friday to Sunday 'Peak' 9am to Midnight	Friday to Sunday 'Peak' 9am to Midnight
£38 per hour	£44 per hour

*Please note peak rates will also apply for early morning use

** all off peak and peak rate hire must be for a minimum of 3 hours.

*** ** Please note that the hire rates may be inclusive or exclusive of VAT, which will be confirmed upon booking.

The Lucas Room offers an intimate events space that is available for hire with audio visual equipment available as standard. It is suitable for holding many types of events, from yoga classes to business conferences, afternoon teas and baby showers. Conferencing materials and catering are available upon request subject to availability and further charges.

The main feature of the Lucas Room is the splendid, tiled fireplace, with its carved wooden surround, and decorative plaster cartouche above, said to represent the Lucas family arms. The attractive wrought iron window catches, and door plates are original fittings.

When requesting to hire the venue, please indicate the nature of your hire and we will try to meet your requirements as best we can.

Size	53 metres sq.
Capacity: Conference Style (one large central table)	30
Capacity: Theatre Style (Rows of seats)	65
Capacity: Standing (no furniture)	75

Terrace Gallery

Hire Rates

Terrace Gallery	
Community Rates	Standard Rates
Mon – Sunday 9am to 5pm	Mon - Sunday 9am to 5pm
Mon – Thu 'Off Peak' (up to 11pm)*	Mon – Thu 'Off Peak' (up to 11pm)*
£66 per hour	£82 per hour
Friday to Sunday 'Peak' 5pm-11pm	Friday to Sunday 'Peak' 5pm – 11pm

£80 per hour

£99 per hour

*Please note peak rates will also apply for early morning use

** all off peak and peak rate hire must be for a minimum of 3 hours.

*** Please note that the hire rates may be inclusive or exclusive of VAT, which will be confirmed upon booking.

The Terrace Gallery forms part of the newly built North Hertfordshire Museum, which forms part of the overall facility. The Gallery is suitable for many types of events from canapé receptions to art exhibitions and afternoon teas. All the exhibits are enclosed behind glass casings which allow food and drink to be consumed in the room without damage to items on display being sustained. Exhibition cabinets cannot be removed from this Gallery. The room itself is a large, versatile open space which includes an outside patio area equipped with modern Rattan furniture and parasols.

The Terrace Gallery is available to hire after 4:30pm Tuesday-Saturday from 3:30pm on Sunday and it is available throughout the day on Mondays. External doors within Terrace Gallery need to be closed due to noise pollution 9pm Sunday-Thursday and 10pm Friday and Saturday. Drinks on the balcony after these times are also forbidden.

Size	
Capacity: Conference Style (one large central table)	N/A
Capacity: Theatre Style (Rows of seats)	N/A
Capacity: Standing (no furniture)	120

Learning Centre

Hire Rates

Learning Centre	
Community Rates	Standard Rates
Mon – Thu 'Super Off-Peak' 9am to 5pm	Mon - Thu 'Super Off-Peak' 9am to 5pm
£32 per hour	£40 per hour
Mon – Thu 'Off Peak' (up to midnight)*	Mon – Thu Off Peak (up to midnight)*
£36 per hour	£42 per hour
Friday to Sunday 'Peak' 5pm-11pm	Friday to Sunday 'Peak' 5pm – 11pm
£44 per hour	£50 per hour

*Please note peak rates will also apply for early morning use

** all off peak and peak rate hire must be for a minimum of 3 hours.

*** Please note that the hire rates may be inclusive or exclusive of VAT, which will be confirmed upon booking.

The Learning Centre is an educational space located at North Hertfordshire Museum and is available for hire when not in use. The Learning Centre has modern AV and is suitable for meetings, lectures, and teaching.

Size	
Capacity: Conference Style (one large central table)	25
Capacity: Theatre Style (Rows of seats)	45
Capacity: Standing (no furniture)	60

2.0 Common Places

This Contract relates to any common parts of the building which are used by the Hirer for the purpose of the event. This includes, but are not limited to the kitchen, café, toilets and all corridors.

3.0 Types of Hire

Hire rates are determined by the nature of hire and are designed to balance use of the facility by subsidising community use with other uses. As a guideline, definitions of the two categories of hire are provided below.

Community Use

Hirers whose purpose is demonstrably community oriented, shows clear benefit to the community and yields no financial benefit to the organiser, or any group or party affiliated with the Hirer excluding registered or recognised charitable organisations.

Standard Hire

All other types of hire which do not meet the above definition.

4.0 Block Bookings/Long Term Hire

Block bookings and long terms hire arrangements are at the Council's discretion.

5.0 Bank Holiday Bookings

Bookings on Public and Bank Holidays are at the Council's discretion.

6.0 Hire Agreements

An Online Hire Request Form must be completed and sent to Hitchin Town Hall for review. It can be accessed by using the following link [Home - Hitchin Town Hall \(hitchintownhallevts.com\)](http://hitchintownhallevts.com) This form must be completed in its entirety, via our online booking system with **all** information relating to the proposed hire included. The application will subsequently be reviewed, and a member of the Hitchin Town Hall team will contact you to provide a quote and make arrangements for you to hire the venue thereafter, if approved.

7.0 Combined Hire

Combined hire rates for multiple areas are available on request at the discretion of Hitchin Town Hall Management, subject to availability and terms of hire.

8.0 Catering, Bar, and additional services

If you require catering during your event, Hitchin Town Hall can offer a bespoke in-house catering service. We cater for all types of functions, from three course sit down meals through to finger buffets. Town Hall staff will be happy to arrange for you to discuss your requirements further with the Catering Team.

Alternatively, Hirers may bring in their own pre prepared/cooked food (i.e., cold buffet). If pre prepared/cooked food is brought on site, we charge a fee appropriate to the hirer as follows:

Community	90p per head +VAT
Standard	£1.00 per head +VAT

Please note there are no on-site kitchen facilities available for Hirers' use. We are also unable to offer any space inside the venue for external caterers to use. The use of external caterers during events is at the discretion of Town Hall Management team. Requests to use external caterers at Hitchin Town Hall must be made formally in writing at least 28 calendar days prior to the date of the event.

Any payments due in relation to such services are to be agreed in writing and paid for 28 calendar days before the event.

Please note that notice of any allergies or dietary requirements must be made formally in writing at least 28 calendar days prior to the event.

Bar

Hitchin Town Hall operate an in-house bar service. If you would like to arrange pre-ordered wine to be placed on any tables in advance of your event, this can be arranged with Hitchin Town Hall staff. Or alternatively, wine corkage fees are charged at £6.00 + VAT per 70cl bottle. Please note there is a maximum cap of half a bottle of wine per guest.

Security

Being in a central town location Hitchin Town Hall requires Hirers to pay for security during an event. The basic matrix is outlined below.

0-80 guests with alcohol	1 guard
80-150 guests with alcohol	2 guards
150-300 guests with alcohol	3 guards

Security is charged to the Hirer at £22 plus VAT per hour. This matrix is a guideline for Hirers and remains at management's discretion to vary from time to time.

Decoration

Hitchin Town Hall are able to hire out chair covers and sashes during your event. Please make us aware at your earliest opportunity if you are interested in hiring any of the below items.

Chair cover with sash colour of your choice	£2.50 + VAT
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Furniture and Glassware

Hitchin Town Hall is a dry hire venue which means that unless booking our catering services the hire fee only covers the hall itself and basic tables and chairs. If using an external caterer the Town Hall team can provide a quotation for glassware and additional tables, cloths, and equipment that they may wish to use. Glassware (or reusable plastics) from the bar is included as standard for all events using the Town Hall bar service.

Conditions of Hire

1.1 This clause 1.1 merely seeks to explain the legislative powers that enable the Council as a local authority to provide the Hitchin Town Hall for hire and it is included for completeness purposes. It is for information purposes only and does not require any actions on the part of Hirers. The Council acts pursuant to its statutory powers to provide recreational facilities including its powers to provide assistance of any kind in furtherance of the provision of recreational facilities. The Council further acts pursuant to its statutory powers in connection with the provision of entertainments and its general power of competence and in accordance with any statutory charging powers if and when applicable.

1.2. All letting arrangements shall be at the absolute discretion of the Council, which reserves the right to cancel, curtail or modify an event in the event of, or due to misuse of the facility.

2 Charges and payment

2.1 All Hirers are required to pay the Council's fixed scale of charges in full upon demand (without prejudice to any right to apply for a refund of such charges or any part thereof). For the avoidance of any doubt, any refunds are at the Council's absolute discretion.

2.2. Hitchin Town Hall reserves the right to ask for a Deposit and a Hire Bond in order to secure bookings of any nature.

2.3 The parties acknowledge that booking times may be subject to change following a request from the Hirer and subject to the Council's absolute discretion. The Council will accordingly notify the Hirer of any resulting change in the Hire Fee.

Deposit

2.4 The Deposit will be 20% of the total Hire Fee to confirm the booking. Deposits must be received 14 calendar days after receiving a full quotation in order to secure the Event booking. The Council reserves the right to offer the vacant event slot to an alternative hirer should the Deposit not be received within 14 calendar days of the date of the quotation. The remaining Hire Fee shall be paid in full 28 calendar days prior to the Event in order for the Event to proceed. The Council reserves the

right to cancel the Event should the Hirer fail to pay the full Hire Fee 28 calendar days prior to the event and the Deposit will be forfeited.

2.5 For the avoidance of any doubt, the Deposit is non-refundable except in exceptional circumstances at the sole and absolute discretion of the Council.

The Hire Bond

2.6. A refundable Hire Bond will be charged on a fixed scale in accordance with the time of hire, nature of hire, number of attendees and whether or not any alcohol or catering is consumed on the Premises. This is a security deposit which will be charged for in advance of the booking and refunded after the event on the condition that the Hirer has complied with the conditions provided within these terms and conditions. The Council reserves the right to retain the Hire Bond in part or in full in the following non-exhaustive list of circumstances:

- The Hirer has failed to leave the venue in a clear and damage free state;
- The Hirer and/or the attendees present at the event consumed alcohol and/or food/soft drinks on the Premises which was not purchased on the Premises or agreed in advance with the Council in writing;
- The Hirer and/or the attendees present at the event consumed any banned drugs or other illegal substances or so called “legal highs”
- The Hirer and/or the attendees present at the Event were abusive towards the staff at the Premises;
- The Hirer and/or the attendees present at the Event causes noise nuisance and/or antisocial behaviour in the Premises or within the vicinity of the Premises;
- The Hirer and/or the attendees present at the Event causes damage to the Premises, intentional or otherwise;
- The Hirer and/or the attendees present at the Event is suspected of conducting criminal activity on the Premises including theft, buying alcohol for those under 18 years old or any other such illegal activity;

2.7. If in the reasonable opinion of the Council, the Hirer and / or the attendees acted in a way which may bring the reputation of the Council into disrepute, the Council reserves the right to withhold the Hire Bond in full in the occurrence of any damage, overrun events, breakages, where additional cleaning is considered necessary, resulting from the hire, or if the Hirer breaches other conditions of this Contract, without prejudice to any remedy for loss not fully covered by said Hire Bond.

Cancellation

2.8 All cancellations by the Hirer must be made in writing. In the event of a cancellation by the Hirer, the Hirer shall be liable to pay cancellation fees as follows

- Where a booking is cancelled by the Hirer, and the period of notice given is less than 45 calendar days prior to the event, 50% of the Hire Fee will be forfeited.
- Where a booking is cancelled by the Hirer, and the period of notice given is less than 28 calendar days prior to the event, 100% of the Hire Fee will be forfeited.

2.9 In exceptional circumstances, the Council may waive the cancellation fees at its absolute discretion.

2.10. The Council may refuse, curtail or cancel any booking with immediate effect by giving written notice to the Hirer at the Council's absolute discretion and at any time before the Event starts. Without any prejudice to the Council's absolute discretion mentioned therein, such cancellation or curtailment may particularly occur if the booking is deemed at the sole discretion of the Council to have the potential to result in increased community tension or any activity which may bring the Council into disrepute either directly or by affiliation or indirectly in any other way as caused by the Event, its subject matter or those in attendance, or any other aspect which is deemed by the Council to be a relevant consideration in this regard.

2.11 If the Council cancels a booking pursuant to clause 2.10, the Council will use reasonable endeavours to return a certain percentage of the Hire Fee to the Hirer in the absolute discretion of the Council.

2.12. For the avoidance of any doubt, the Council shall not be held liable for any losses, costs, reputational damage, claims or liabilities whether direct or indirect which the Hirer has incurred or is likely to incur as a result of such cancellation or curtailment as per clause 2.10.

2.13. On completion or cancellation of the Contract for whatever reason:

(a) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after completion or cancellation shall remain in full force and effect; and

(b) completion or cancellation of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of completion or cancellation, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of completion or cancellation.

Late payment and set-off.

2.14 If the Hirer fails to make any payment due to the Council by the due date as specified by the Council, then, without prejudice to the Council's right to cancel the booking, the Hirer shall pay interest on the overdue sum on the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

2.15. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

3. Force Majeure

3.1. The Council shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from events, circumstances or causes beyond its control ('Force Majeure' events). For the purposes of this clause,

events, circumstances, or causes beyond the Council's control include (but are not limited to) the following:

- a) Damage to Hitchin Town Hall (including its fixtures and fittings)
- b) Any issues arising in relation to access to Hitchin Town Hall including access issues with the fire exits;
- c) Disruption to power to utility supplies;
- d) Informal or formal strike action and/or general staff shortages beyond the reasonable control of Hitchin Town Hall; or
- e) Disruption to food, drink and and/or general catering supplies.

3.2. For the avoidance of doubt, the Council does not accept liability or responsibility for any alteration, delay or cancellation caused by industrial dispute, fire, sickness, bad weather, civic strike, terrorist activity, acts of any governmental or public authority, threat of war, natural disaster, act of God or other circumstance amounting to a Force Majeure event.

3.3. The Council endeavours to raise any issues which may affect the booking at the earliest opportunity.

3.4. Likewise, the Hirer shall not be in breach of this Contract or otherwise liable for any failure or delay in the performance of its obligations if such failure or delay results from a Force Majeure event.

3.5 In the event of a Force Majeure event, either party can terminate this Contract by giving two weeks' written notice or as much notice as possible to the other party.

4. Use of the Premises

4.1 The Hirer agrees and undertakes not to use the Premises other than for the purposes of the Event and in accordance with this Contract.

4.2. The Hirer agrees and undertakes not to cause or permit to be caused any damage to the Premises, including any furnishings, Equipment or fixtures.

4.3. Any alcohol consumed on the Premises must be purchased from the venue or wine corkage fees agreed and paid for in advance. No alcohol that is not purchased at the premises is permitted on the premises without the prior written consent of the Hitchin Town Hall management team handling the booking. Where such consent is given the Hirer is solely responsible for ensuring the conditions of the premises licence regarding provision of alcohol are strictly adhered to. Upon the Council's written request, the Hirer will promptly submit to the Council satisfactory evidence that such conditions have been complied with. It is strictly forbidden for persons under the age of 18 to consume alcohol on the Premises and the Hirer must take all reasonable steps to prevent such consumption.

4.4. It is strictly forbidden to bring onto the Premises any banned drugs or other illegal substances or so called "legal highs" and the Hirer must take all reasonable steps to prevent such consumption. Failure to adhere or comply with the law will result in the Event being shut down and the police being called.

4.5 The Council cannot accept any responsibility for loss, damage or theft of any property belonging to the Hirer or to a third-party including attendees whilst it is in the Town Hall. Hirers leaving any property unattended and/or overnight (the latter to be pre-arranged and agreed by Hitchin Town Hall in writing in advance) do so entirely at their own risk. The Council will use its best endeavours to make attempts to contact the main Hirer of the Event with any lost property that is found after the Event. Lost property will be held for 28 calendar days, if it is not collected by then, the Council reserves the right to dispose of the unclaimed lost property.

4.6 The Hirers are responsible for providing appointed responsible persons ahead of the event to manage and facilitate their Event for which they have booked with Hitchin Town Hall, the contact details of which shall be supplied to Hitchin Town Hall at the time of booking. Should these details change, the Hirers will inform Hitchin Town Hall promptly of who the responsible persons are, along with all reasonable and necessary contact details. For a private party the minimum is two appointed responsible persons. Duties include control of admission; checking that exits are not obstructed; and general supervision of patrons conduct in the building. These individuals will liaise directly with Hitchin Town Hall's appointed duty manager during the event.

4.7 The Hirer shall not do or permit to be done anything on the Premises which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Council or to any other customers or the Council or any owner or occupier of neighbouring property. In particular, the Hirer shall ensure that any noise generated inside the building is reduced if instructed to do so by the staff on duty at the Premises.

4.8 For the purposes of clause 4.6, the Hirer shall be responsible at all times for the behaviour of its staff, agents and attendees at the Event and ensure that they comply with these terms and any instructions or notices from the Council.

4.9 The Hirer shall ensure that its guests/attendees behave in a responsible and safe manner at the Event, and the Council reserves the right to remove or request that the Hirer remove guests/attendees that do not do so from the Event and the Premises.

4.10 The Hirer shall indemnify and keep the Council fully indemnified against any damages, claims, losses, liabilities and costs however arising and whether direct or indirect resulting from any act or omission of the Hirer's staff, agents or attendees.

4.11 It is a condition of letting that no advertisements may be displayed on the exterior of the building without the express consent of Hitchin Town Hall. Hitchin Town Hall staff reserve the right to remove any unsuitable notices posted within the building. Hirers are also reminded that formal consent from the Local Planning Authority may be necessary for any advertisements/notices relating to events/functions taking place in Hitchin Town Hall, which the Hirer or others may wish to display, except within the building, the Town Hall steps, or on any public notice board. Should any external advertising be intended, Hirers are, therefore, requested to contact Hitchin Town Hall in order that details can be discussed and agreed before such advertising takes place. The use of Hitchin Town Hall logo is not permitted to be used in marketing materials without prior written consent from Town Hall management.

4.12 No driving or fixing of nails, screws or bolts into the floors or panelling or other parts of any of the rooms; no hanging of any items from any part of the internal finishes i.e. no banners, pictures, balloons etc.; nor any alterations in the electric, gas or other fittings, seats, tables, platforms or otherwise is allowed without express permission of Hitchin Town Hall staff. No tack or tape shall be used to fix decorations etc to the walls/fixtures and fittings.

4.13 In case any damage other than by accidental fire shall be done to the rooms, to the gas, electric or other fittings, seats, tables, platforms, Equipment or the Premises during the occupancy by any Hirer by himself/herself or by their guests or any other person, the amount of damage (to be assessed by Hitchin Town Hall staff in consultation with the Director for Enterprise) and charges for estimates that need to be obtained from specialists restorers/contractors shall be forthwith paid by the Hirer. The Council reserves the right to withhold a Hire Bond should any damage be caused to the facility or its reputation as a result of the activities (such as use of narcotics in or around the Premises) or due to the misuse by Hirers, guests or appointed third parties. In addition, Hitchin Town Hall staff, in consultation with the Director for Enterprise, shall be entitled, at their discretion, to cancel any subsequent letting or lettings to that Hirer or such person or persons believed by the Council to be responsible for any damage.

4.14. For the avoidance of any doubt and without prejudice to the Council's right to deduct from the Hire Bond, the Hirer shall indemnify and keep the Council fully indemnified against all actions, suits, claims, demands, losses, charges, costs and expenses however arising and whether direct or indirect resulting from any damage caused by or by virtue of the Hirer's use of the Premises or its staff, agents or attendees.

4.15. With regards to cleanliness of the facility, it is the responsibility of the Hirer and nominated responsible persons, unless otherwise expressly stated, to return the facility in a clean and acceptable state, which shall be assessed by Hitchin Town Hall staff. Should Town Hall staff deem the cleanliness of the facility to be inadequate; the Hirer will be charged for the cost to clean and any subsequent loss of income as a result of the inability to hire. These costs will be taken out of the Hire Bond and/or invoiced as appropriate as outlined with clause 2.6.

4.16. For the avoidance of any doubt and without prejudice to clause 4.13 the Hirer shall indemnify and keep the Council fully indemnified for the costs, liabilities and expenses associated with clean-up costs following an Event.

4.17 All items of electrical equipment brought onto the Council's Premises by outside agencies and Hirers such as production equipment must have a current PAT pass certificate. The Council will not allow the use of uncertified electrical apparatus on the Premises. The Hirers must on no account undertake any works or alterations to the fixed electrical installation of the building.

4.18 No naked flame candles, firearms, explosives, chemicals, or other materials likely to cause concussion, fumes or damage in or to the rooms, or to the pictures, paintings, artefacts or windows therein, will be allowed to be used therein.

4.19 Any access to areas of the Premises not covered under the Contract or without the express permission of Hitchin Town Hall staff is strictly forbidden. Failure to comply may result in the withholding of any Hire Bond agreed with Hitchin Town Hall staff and, in addition, it is at the Council's

discretion to cancel any subsequent letting or lettings to that Hirer or such person or persons believed by the Council to be responsible for any damage. Early entry and late exit from the facility will be charged at the hourly rate along with associated staffing and security costs. Hitchin Town Hall reserves the right to withhold a Hire Bond payment to recoup these monies.

4.20. The Council reserves the right to use any Event for its own marketing and promotional purposes. In the event that the Council chooses to do this, Hirers will be notified of any photographs, marketing and/or promotional material produced relating to the Event.

4.21 Hitchin Town Hall is licensed for the consumption of alcohol and performance of live music. If, however, further licenses are required then the appropriate license fee must be paid by the Hirer. For the avoidance of any doubt, this includes licenses required from the Council and third parties. The Hirer shall duly forward copies of all such further licences are required to the Council upon written demand.

4.22. Hitchin Town Hall reserves the right to operate or not operate its own paid bar.

4.23 Abuse, physical or verbal of our staff and team will not be tolerated under any circumstances. Hitchin Town Hall reserves the right to withhold the Hire Bond due to any abuse of staff.

5. Intellectual Property Rights.

5.1. The Hirer shall not use or permit the rooms to be used for a performance in public that may bring the Council into disrepute, of any dramatic musical or other work in which any Intellectual Property Rights exist or for the delivery in public of any lecture in which Intellectual Property Rights exist without the consent of the owner of the said Intellectual Property Rights, nor shall they in any other manner infringe any subsisting Intellectual Property Rights.

5.2 The Hirer shall indemnify and keep the Council indemnified against all actions, suits, claims, demands, losses, charges, costs, and expenses which the Council may incur as a result of or in connection with any breach of clause 5.1.

6 VAT.

6.1 All quotations are subject to the correct application of value added tax (VAT). VAT will be charged as laid out within the quotation; however this is subject to change as additional services are requested by the Hirer.

6.2. For the avoidance of any doubts, any amounts payable by the Hirer exclude amounts in respect of VAT which the Hirer shall additionally be liable to pay to the Council as detailed within the quotation.

7. Applicable laws and policies.

7.1. The Hirer shall comply at all times with all applicable laws, statues, regulations, and codes from time to time in force, including health and safety laws.

7.2. Such laws include but are not limited to the Equality Act 2010, the Human Rights Act 1998, the Safeguarding Vulnerable Groups Act 2006 etc.

7.3 The Hirer acknowledges that the Council is subject to the prevention duty under the Counterterrorism and Security Act 2015. The Hirer further acknowledges that in complying with the prevention duty, the Council ensures that publicly owned venues and resources do not provide a platform for extremists and are not used to disseminate extremist views.

7.4 The Hirer warrants that it shall not use the Venue for any activities associated with extremism or terrorism and it shall not permit any of its attendees or third parties to do so.

7.5 The Council shall be entitled to terminate this Contract with immediate effect by giving written notice to the Hirer if the Hirer is in breach of clause 7.4.

7.6 The Hirer shall comply at all times with all apt Council's policies as can be found at [Policies | North Herts Council \(north-herts.gov.uk\)](https://www.north-herts.gov.uk/policies)

8. Licence to occupy.

The Council grants the Hirer a non-exclusive licence for the duration of the Event to enter and use the Premises in accordance with these terms and conditions only. The Hirer acknowledges and accepts that:

- a) The Hirer shall have the right to enter and use the Premises as a licensee only and no relationship of landlord and tenant is created between the Hirer and the Council by this Contract; and
- b) The Council retains control, possession and management of the Premises and the Hirer has no right to exclude the Council from the Premises. The Council reserves the right to enter the Premises at all times during the hire period.

9. Liability and insurance.

9.1. The Hirer warrants that it has obtained adequate insurance cover in respect of all risks associated with its use and hire of the Premises for the purpose of the Event in accordance with the requirements of this clause 9. Commercial Hirers (those who hire the Premises for a commercial purpose) must obtain and hold public liability insurance with a cover of five million pounds (£5 million) as a minimum. Non-commercial Hirers who hire the Event for private purposes are covered by the Council's Third Party Hirer's Liability policy and the Council will provide further details to private Hirers upon booking. If requested in writing by the Council, the Hirer shall promptly provide copies of any insurance policies obtained to the Council prior to the Event.

9.2 The Hirer shall ensure that any performers, operators or third parties at their event (i.e DJ, band etc) have adequate insurance cover in place for the Event, including but not limited to public liability insurance, and forward a copy of their current public liability insurance or other apt insurance documents to Hitchin Town Hall staff in advance of the Event. This must cover the date and scope of the Event.

9.3 References to liability in this clause 9 include any kind of liability arising under or in connection with this Contract including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.

9.4 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence; and
- (b) fraud or fraudulent misrepresentation.

9.5 Subject to clause 9.4, the Council shall not be liable for:

- (a) the death of, or injury to the Hirer or that of the Hirer's employees, contractors or any other guests or invitees/attendees;
- (b) damage or theft of any property of the Hirer or that of the Hirer's employees, contractors or other guests of invitees to the Premises;
- (c) Any liabilities, losses, damages, claims, costs or any other actions associated with the provision of food and beverages at the Event, either if provided by the Council, the Hirer or through a third party;
- (d) Loss of actual / potential profits;
- (e) Loss of sale or business;
- (f) Loss of agreements or contracts;
- (g) Loss of anticipated savings;
- (h) Loss of use or corruption of software, data or information;
- (i) Loss of or damage to goodwill;
- (j) Indirect or consequential loss; and
- (k) Any other losses, actions, suits, claims, charges, costs, demands, damages and expenses that the Hirer may incur either directly or indirectly in connection with this Contract however arising unless such losses, actions, suits, claims, charges, costs, demands and expenses are caused by the Council's negligence or wilful action or inaction.

9.5. The Hirer shall be liable for any losses, actions, suits, claims, charges, costs, demands, damages, expenses etc that the Council may incur either directly or indirectly in connection with this Contract however arising unless such are caused by the Council's negligence or wilful action or inaction.

10. Data Protection

Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (and regulations made thereunder), the retained EU law version of General Data Protection Regulation ((EU) 2016/679), the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

11. General

11.1 Assignment and other dealings.

- (a) The Hirer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the Council's prior written consent.
- (b) The Council may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

11.2 Confidentiality.

- (a) Each party undertakes that it shall not at any time disclose to any person any Confidential Information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by this clause 11.2. For the purposes of this **Error! Bookmark not defined.11.2**, **group** means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, subcontractors, or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors, or advisers to whom it discloses the other party's confidential information comply with this **Error! Bookmark not defined.11.2**; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

11.3 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties, together with the quotation and booking form.
- (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

11.4 Variation No variation shall be effective unless it is in writing and signed by the parties.

11.5 Waiver. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the future exercise of that or any other right or remedy.

11.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this **Error! Bookmark not defined.11.6** shall not affect the validity and enforceability of the rest of the Contract.

11.7. Notices

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or
 - (ii) sent by email to the contact email address(es) provided by the other party (or an address substituted in writing by the party to be served).
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- (c) This **Error! Bookmark not defined.**11.7 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11.8 Third party rights. This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

11.9 Governing law. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

11.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

SCHEDULE 1 Definitions

Business Day: a day other than a Saturday, Sunday, or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00am to 5.00pm on any Business Day.

Contract: the contract between the Council and the Hirer for the hire of the Premises and supply of the Services in accordance the Conditions of Hire Details, and any documents referred to therein.

Council: North Hertfordshire District Council.

Confidential Information: all confidential information (however recorded or preserved) disclosed by a party or its representatives to the other party and that party's representatives in connection with this Contract, including but not limited to:

- (a) any information that would be regarded as confidential by a reasonable businessperson relating to: (i) the business, affairs, customers, contractors or plans of the disclosing party;
- (b) Personal Data as defined in the data protection legislation;

Deposit: the non-refundable 20% of the Hire Fee payable by the Hirer to secure the booking in accordance with clauses 2.4 and 2.5.

Equipment: any audio-visual equipment or other equipment, such as glasses or chair covers requested by the Hirer and as provided by the Council as part of the hire.

Event: the event or function for which the Hirer is hiring the Premises for the duration and as specified to the Council and as agreed by the Council.

Hirer: the person / legal entity that requests to hire the Premises for the Event in accordance with the Contract.

Hire Fee: the charges for the hire of the Premises as set out by the Council to the Hirer in the quotation provided.

Hire Bond: the refundable deposit charged by the Council in accordance with clauses 2.6 and 2.7.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Premises: the property, or area or room(s) within the property to be hired by the Hirer, as specified in the quotation and / or booking form.

Contact Officers

Events Team Leader: lucy.murza@north-herts.gov.uk

Operations and Events Manager: katie.hasler@north-herts.gov.uk

Culture and Facilities Service Manager: robert.orchard@north-herts.gov.uk

I confirm that I have read, understood, and agree to be bound by these Terms & Conditions of Hire.

Signed by the Hirer.....

Date.....