

Hire of Keynsham Community Space Terms and Conditions

1. DEFINITIONS

In these conditions of hire:-

- 1.1 The 'Council' means the Property Services Divisions of Bath & North East Somerset Council acting as Keynsham Community Space
- 1.2 The 'Hirer' means the person signing the Hire Agreement (the 'Contract'). Where an organisation is named in the Contract, that organisation shall also be considered the hirer and shall be jointly and severally liable with the person who signed the Contract.
- 1.3 The 'Contract' means the Hire Agreement and Keynsham Community Space Terms & Conditions and also any other relevant correspondence passing between the parties and their agents.
- 1.4 The 'Premises' means those parts of the Building(s) used for the purpose of the Event and referred to in the Contract and other correspondence. The Premises also includes those areas that might reasonably be used by the Hirer or their guests during the Event including entranceways, toilets, lifts and stairways.
- 1.5 The 'Building' means the entire interior and exterior of the specific property containing the Premises as described above in 1.4.
- 1.6 The 'Period of Hire' means the dates and times for hire referred to in the Contract and other correspondence. This may also be referred to as the 'Hire' or the 'Event'.
- 1.7 The 'Authorised Officer' means The Property Services Event Manager of the Council or any person or persons nominated by them. This will include, but shall not be limited to, members of B&NES Property Services and the Event Officer appointed to oversee a specific event.
- 1.8 The masculine shall include the feminine and the singular shall include the plural.
- 1.9 The 'Event' means an occurrence happening at a determinable time and place, with or without the participation of human agents. It may be a part of a chain of occurrences as an effect of a preceding occurrence and as the cause of a succeeding occurrence.

2. APPLICATIONS TO HIRE

- 2.1 All Hires are subject to the approval of the Authorised Officer to ensure that they conform to the policies and practices of the Council. Applications which will not be approved include those that, in the opinion of the Authorised Officer, are likely to promote or incite racial or religious hatred, civil unrest or cause offence, or to be of such a nature that the Authorised Officer considers inappropriate or which carries a level of risk to the Council which in his opinion cannot justify the booking
- 2.2 No application should be considered as approved until written confirmation has been received from the Authorised Officer. E-mail is deemed to be an acceptable form of communication.
- 2.3 Hires are made to the individual making the application ("the Hirer") and are non-transferable. Applications will not be accepted from persons acting on behalf of a third party unless this is declared at the time of the application. Where an application is made by an agent on behalf of a client, the identity of that client and the nature of the event must be revealed before the application is considered.
- 2.4 The purpose of the Hire and also the subject matter must be clearly stated at the time of making the application. The Hirer must honestly declare and fully represent the purpose for hiring the Premises. Any actual or apparent misrepresentation, material omission or miss-statement may result in immediate written termination of the Event by the Council. An additional fee, at the sole discretion of the Council, may be levied to cover the reasonable costs incurred by the Council resulting from such termination.

- 2.5 Applications for corporate hire will only be accepted from *bona fide* organisations.
- 2.6 Applications for 18th or 21st birthday parties are generally refused at the complete discretion of the Council.

3. GENERAL CONDITIONS

- 3.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Contract is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions.
- 3.2 The Hirer shall not use the Premises, or permit the Premises to be used, for any purpose other than for the purpose or purposes specified at the time of booking and in the Contract.
- 3.3 The Hirer must not use the Premises or any part of thereof, for any illegal purpose or in any manner that may, in the Council's reasonable opinion, cause any or all of the following:
- loss,
 - damage,
 - injury
 - legal nuisance to the Council
 - legal nuisance or any other owner/ occupier of any neighbouring property
 - any purpose which may cause prejudice to the Council.
- 3.4 The Hirer must not use the Premises for purposes whose nature or content could bring the name and reputation of the Council or its venues into disrepute as determined by the Authorised Officer.
- 3.5 The Hirer and his staff, agents, colleagues, contractors, sub-contractors and guests allowed on the Premises by reason of its hire shall leave the Premises immediately at the end of the Period of Hire. Failure to do so will result in an additional charge.
- 3.6 The Council will provide for the normal heating and normal lighting of the Premises but shall not be responsible for any failure, defect, damage or loss resulting from any failure unless due solely to negligence by the Council or their servants/ agents.
- 3.7 No nail or fixing of any kind shall be driven into, or applied to, any wall, floor, partition, pillar, ceiling, fitting or furniture of any kind at the Building. This includes blue tak and similar products.
- 3.8 No adhesive tape or material may be used to secure loose cables to the floor. Cable matting must be used in all cases at the Building.
- 3.9 No alteration or additions to the fixtures, fittings, decorations or equipment at the Building shall be carried out without the prior written consent of the Authorised Officer. Such consent may provide pre-conditions and instructions.
- 3.10 The Hirer is responsible for the conduct of his staff, agents, colleagues, contractors, sub-contractors and guests throughout the Period of Hire.
- 3.11 The Hirer, their agents, guests, contractors or sub-contractors who arrive under the influence of alcohol or drugs will be refused entry. The Authorised Officer, other officers of the Council or their authorised contractors on duty during the Period of Hire can refuse the right of entry at any time.
- 3.12 Anyone considered to be excessively under the influence of alcohol will be asked to leave. The Authorised Officer may require guests to vacate the Premises during the Event if behaviour is considered by the Authorised Officer, or their authorised contractors, to be unacceptable. Reasonable force as appropriate may be used.
- 3.13 The Council will be responsible for the employment of any security or door staff required to ensure the safety of an Event and the cost for these will be included in the Hirer's final invoice. Depending on the nature of the Event additional security staff may be required at short notice. The number of security staff required will be at the reasonable discretion of the Council and the Hirer will be notified in advance of any additional costs.

- 3.14 No animal, other than an assistance animal, may be brought into the Building without the prior consent of the Authorised Officer.
- 3.15 All catering is to be booked via the Council
- 3.16 The Hirer shall not be entitled to grant sound, television broadcasting or filming rights without the prior written consent of the Authorised Officer.
- 3.17 The Hirer shall, during the period of Hire and until the Premises are cleared by him, his servants, agents, contractors and/or anyone else on the premises due to the hire, be responsible for: Keeping the Premises safe and ensuring good order and ensuring that all rubbish is cleared away at the end of the Hire.
- 3.18 The latest finishing time for an Event will be 00:00hrs. Guests will be expected to vacate the Building at the finishing time.
- 3.19 Ice sculptures, helium balloons, silly string, dry ice/ smoke machines, foam and bubbles or arcade-style rides etc. are not permitted within the Premises.
- 3.20 Any hired chairs or chair covers must be fire retardant in all cases and also linkable when used in rows.
- 3.21 The Hirer, his servants, guests, contractors and employees shall comply with all reasonable requests of the Authorised Officer during the Period of Hire and during such other times as any of them shall be in the Premises.
- 3.22 Where significant changes are required to agree room layouts after rooms have been prepared for an Event, a surcharge of 10% (with a minimum of £100) of the relevant room fee may be applied to the Booking to cover additional costs incurred.
- 3.23 The Premises may be booked in blocks not exceeding nine dates

4. PAYMENTS AND CANCELLATION

- 4.1 For single Events, full payment of the total Hire Charge is required at the time of booking All such deposits paid are non-refundable and non-transferable.
- 4.2 Full payment is due at least 14 days prior to the Period of Hire for all events.
- 4.3 For multiple events, 50% of the total Hire Charge to be paid on submission of the Booking Form and the other 50% paid at the halfway point between the beginning and end of the Contract

4.4 Cancellation terms

61 days or more prior to the commencement of the Period of Hire	25% of the total hire fee retained
14-60 days prior to the Period of Hire	50% of the total hire fee
13 days or fewer prior to the Hire Period	100% of the total hire fee

- 4.5 Any cancellation by the Hirer is deemed to be effective once notice is received in writing by Keynsham Community Space (B&NES Property Services)
- 4.6 The Hirer shall be responsible for the payment of all fees such as Performing Rights Society (PRS) where such costs are attributable to the Period of Hire. The Hirer will also indemnify the Council for any claims arising out of non-payment of such fees.
- 4.7 Hire rates are inclusive of VAT

5. TERMINATION

- 5.1 The Council may, at its discretion, terminate the Hire forthwith if the Hirer is found to be in breach of any of these conditions. All monies paid to this date of termination will be retained by the Council
- 5.2 The Council may terminate a Hire by notice in writing, without prejudice to any other rights or remedies the Council may have, if the Hirer becomes bankrupt or insolvent or enters into liquidation or receivership or is subject to an application for an administration order or suffers an administrative receiver to be appointed in relation to the whole or part

- of its assets or makes a composition with its creditors or suffers any judgment to be executed in relation to any of its property or assets.
- 5.3 If it appears to the Council at any time before the Event, that the nature of the Event differs from that stated on the Booking Form, then the Council has the right to terminate the Contract with immediate effect. All monies paid to this date will be retained by the Council
- 5.4 Consequences of Termination. Upon termination by the Council under clause 5 above, the Council shall not be liable to the Hirer for any costs, loss damages, etc. incurred directly or indirectly by the Hirer as a consequence of such termination

6. LIABILITIES, INDEMNITY & INSURANCE

6.1 Liabilities and Indemnities

6.1.1 Neither Party excludes or limits liability to the other Party for:

- (a) Death or personal injury caused by its negligence or breach of contract; or
- (b) Fraud; or
- (c) Fraudulent misrepresentation.

6.1.2 Subject to clause 6.1.3, the Hirer shall indemnify the Council and keep the Council indemnified fully against all legally enforceable and properly mitigated claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of the Event and/or Services or the performance or non-performance by the Hirer of its obligations under the Contract and/or arising out of the presence of the Hirer or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any negligence of the Hirer or any other loss which is caused directly by any breach of contract by the Hirer

6.1.3 The Hirer shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Council or by breach by the Council of its obligations under the Contract.

6.1.4 Subject always to clause 6.1.1, the total liability relating to a single claim or a series of connected claims of either Party under or in connection with the Contract shall in no event exceed £2,000,000 (two million pounds).

6.1.5 Subject always to clause 6.1.1, in no event shall either Party be liable to the other for any:

- (a) loss of profits, business, revenue or goodwill; and/or
- (b) loss of savings (whether anticipated or otherwise); and/or
- (c) indirect or consequential loss or damage.

6.1.6 The Hirer shall not exclude liability to the council for additional operational, administrative costs and/or expenses or wasted expenditure directly resulting from the Default and/or negligence of the Hirer

6.2 Insurance

- 6.2.1 The Hirer shall effect and maintain with a reputable insurance company a policy or policies of insurance providing cover in respect of all risks which may be incurred by the Hirer, arising out of the Hirer's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Hirer. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of 6 (six) years following the expiration or earlier termination of the Contract.
- 6.2.2 The Hirer shall give the Council, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 6.2.3 If, for whatever reason, the Hirer fails to give effect to and maintain the insurances required by the provisions of the Contract the Council will, terminate the Hire. In such circumstances the Hirer will remain fully liable for the fees payable in respect of the Hire. The Council will not be responsible for any costs or losses which are incurred by the Hirer as a result of such termination.
- 6.3 The Council shall not be liable, once the Hire has commences, to indemnify the Hirer for any loss incurred due to industrial action, breakdown of machinery, failure of supply of electricity, emergency repairs, leakage of water, fire, Government restrictions of any other circumstances beyond the Council's reasonable control, which may cause all or any part of the Premises to be temporarily or permanently closed or inaccessible for the Period of Hire, or the Period of Hire to be interrupted or cancelled.
- 6.4 The Council shall not be responsible for any loss or damage howsoever caused, to the Hirer's property or the property of any of the Hirer's guests, audience members, participants or contractors. It is understood that all property used or stored in the Building by the Hirer, with the prior written consent by the Authorised Officer, shall be so used or stored at the Hirer's own risk.

7. DAMAGE

- 7.1 The Hirer shall take good care of and, shall not cause any damage or permit any damage to be done to, the Premises or any other part of the Building.
- 7.2 The Hirer shall take good care of and, shall not cause or permit any damage to be done, to any fixtures, fittings, furniture and equipment in any part of the Building during the Period of Hire.
- 7.3 Any damage that is caused or permitted by the Hirer, his staff, agents, colleagues, contractors, sub-contractors and guests or any other person resorting to the Premises by reason of the Hire shall be made good by the Council and will be charged to the Hirer. The cost of any damage shall be certified by the Authorised Officer whose decision shall be final.
- 7.4 Any unreasonable or unforeseen cleaning, including but not limited to vomit and broken glass, will be recharged to the Hirer. The cost of any such cleaning shall be certified by the Authorised Officer whose decision shall be final.

8. HEALTH & SAFETY

- 8.1 The Hirer will not exceed the maximum capacity of the Premises as advised by the Authorised Officer and published on the website www.bathvenues.co.uk.
- 8.2 The Hirer will ensure that all fire exits from the Premises shall be kept unobstructed and immediately available for exit during the whole time the Premises is in use and until the

Premises are cleared by the Hirer, his staff, agents, colleagues, contractors, sub-contractors and guests.

- 8.3 No weapons, explosives, inflammable material, fireworks or other pyrotechnics are permitted in any part of the Building nor use or permit the use of any naked lights in any part of the Building.
- 8.4 Any electrical appliance or lighting brought in to Building for use during the Period of Hire period must have a visible current Portable Appliance Test (PAT) certificate produced with the Booking Form at the time of booking
- 8.5 No alterations to the electrical distribution or other infrastructure in the Building will be permitted.
- 8.6 The Hirer undertakes to ensure that any children less than 18 years of age attending the Event or using the Premises are properly supervised at all times by a designated guardian. (in accordance with Section 12 of the Childrens and Young Peoples Act 1933). If children arrive at the Building without proper supervision, the Authorised Officer (or their contracted agents) reserves the right to refuse them access. The Hirer will ensure no child less than 18 years of age consumes alcohol.
- 8.7 The Authorised Officer shall be permitted to immediately terminate the Hire if he determines that the safety of the Building or people within it are at risk due to the Hirer failing to comply with any of the terms above relating to Health and Safety. The Council will not be liable for any damages arising from the termination or suspension unless arising directly from the Council's negligence.
- 8.8 Before the Period of Hire, the Hirer must provide in writing any relevant risk assessments, method statements and/or safe systems of work as required by the Authorised Officer for any activities or procedures to be undertaken by the Hirer or his staff / contractors to enable the Event.
- 8.9 When the Premises are let for the purpose of a bazaar, exhibition, show or sale of work or other similar function the fixing of stalls and all arrangements in connection with the fittings up of the same shall not take place until the Authorised Officer has approved plans submitted in writing by the Hirer at the time of booking.

9.0 COMPLIANCE

- 9.1 The Hirer must ensure that the Hire does not contravene UK or EU legislation.
- 9.2 The Hirer must ensure that the Hire complies with all statutory requirements in respect of Environmental Health and Health & Safety legislation.
- 9.3 The Hirer shall observe and comply with the terms, conditions, restrictions and requirements of any relevant Act of Parliament, statutory instrument, licence or regulations under which the Premises may be used.
- 9.4 The Hirer shall not allow any activity that may cause any such statute, regulation or licence to be infringed, suspended, forfeited or jeopardise future renewal or transfer.
- 9.5 The Hirer shall comply with the Council's Equalities Policy, (<http://www.bathnes.gov.uk/services/your-council-and-democracy/equality-and-diversity>) and ensure nothing is done at or in respect of the Building during the Period of Hire which would give serious offence to other people/ organisations by discriminating, denigrating or caricaturing them on the grounds of gender, race, disability, religion, sexual orientation or other such grounds.

10. MARKETING & PROMOTION

- 10.1 The Hirer shall not permit, encourage or arrange for flyposting or other illegal advertising of the Event. If fly posting takes place, the Hirer may be refused bookings of any land or premises under the control of the Council at the discretion of the Authorised Officer.
- 10.2 No promotional material relating to the Event shall be posted on or in any property belonging to the Council except with prior written consent of the Authorised Officer.

- 10.3 Use of the Council's branding, logos and photographs is only permitted with prior consent of the Authorised Officer.
- 10.4 Any press or media attendance or involvement must be clearly communicated in writing to the Authorised Officer in advance of the Event and will be subject to approval by the Council's Communications and Marketing Manager.

11. PERSONAL DATA

- 11.1 The Council will only use the personal information provided to it by the Hirer to provide the Services, or to inform the Hirer about similar services which the Council provides, unless the Hirer informs the Council in writing that the Hirer does not want to receive this information.
- 11.2 The Hirer acknowledges and agrees that the Council may pass the Hirer's details to credit reference agencies.

12. VENUE SPECIFIC CONDITIONS

- 12.1 All catering at the Premises must be arranged via the Council 12.2 Access to the Premises for preparation is via the ground floor side entrance door.
- 12.3 The Hirer will ensure that no interference is caused to daytime visitors to the One Stop Shop and Library.
- 12.4 Because of limited space and preparation time available, the Hirer must ensure that any Hired chair covers are removed from the Building immediately at the end of the Period of Hire. A surcharge may be applied where a Hirer or their contractor fails to remove these and or any additional items.
- 12.5 The kitchenette at the Premises is available for use of Events by the Hirer only.
- 12.6 Events at the premises between the hours of 08:00 & 17:00: visitors, guests the Hirer and attendees must not congregate outside the kitchenette area except by prior arrangement with the Authorised Officer, as between these hours this space is in the ownership and use of the Library.
- 12.7 The Council operates a no-smoking policy throughout its Buildings. There is no smoking permitted in the area outside the building

13. VARIATION

- 13.1 The parties may agree between themselves, in writing, to vary the terms of the Contract in whole or in part throughout the duration of the agreement.

BATH & NORTH EAST SOMERSET

Updated by B&NES Property Services

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