

## **TERMS AND CONDITIONS OF HIRE**

### **1. VENUE**

These terms and conditions, along with any special conditions, relate to all community centres, leisure centres, theatres, function rooms and public rooms owned and/or managed by Gedling Borough Council. The Venue is the venue identified on the Booking Form or confirmation email if the booking is made over the telephone.

### **2. BOOKINGS**

Unless stated otherwise in any applicable Venue specific Special Conditions the minimum booking time at the Venue is 1 hour; however additional time for setting/clearing up needs to be considered at the time of booking and should be included in the booking time.

### **3. CHARGES**

Charges for use of the Venue are set out in the scale of charges in force as at the date of the booking. The scale of hire charges is reviewed annually. If the scale of charges is increased between the date of the Agreement and the date of the hire, the Council will give the Hirer reasonable notice of the increased charge. The Hirer may then terminate the Agreement where such termination is made within 14 days of notification of the increased charge.

These charges are inclusive of VAT. Clubs and associations can be exempt providing the criteria laid down in VAT Notice 701/5 (HM Revenue and Customs) are met.

Where a refundable deposit is required, the deposit will only be refunded where the Venue is left in a clean and tidy condition to the satisfaction of the Council Representative.

### **4. PAYMENT**

Payment for the hire of the Venue for one-off bookings is paid in full by the Hirer upon confirmation of booking by the Council.

For all other bookings, an invoice will be sent at the end of each month for the charges owing. It is the responsibility of the Hirer to pay the invoices within 30 days. The Hirer is wholly responsible for the hire fees and any outstanding payments arising from any booking.

### **5. CANCELLATION BY THE HIRER**

The booking may only be cancelled by the Hirer without charge if the following notification in writing is given to the Council:

- a) A block booking - one month's notification of cancellation required.
- c) A one-off booking – 14 days notification is required.

If notification is not received within the time periods above, the full charge is due. Clubs and associations exempt from VAT should be aware that any cancellation will mean that exemption is lost and the VAT will then be payable on the whole block booking.

### **6. CANCELLATION BY THE COUNCIL**

The Council may cancel the booking if the Venue is required for any purpose in connection with a European, Parliamentary or local government election; mayoral election, Police and Crime Commissioner election, referendum, Council Cabinet or Committee meeting and emergency planning; if the facilities are rendered unfit for use or essential maintenance and repair work needs to be carried out; if the Council is unable to provide adequate staff cover; or where the Venue is required by the Council or is otherwise unavailable for hire due to an emergency. If the booking is cancelled for any such reason, the Council will give to the Hirer the maximum practicable notice and refund the charges (if already paid) but will not otherwise be liable to the Hirer. The Hirer hereby agrees in both cases to accept the same and to consent to such cancellation, and to have no claim at law or in equity for any loss or damage in consequence thereof.

## **7. ADMISSION**

The number of persons permitted to use the Venue shall not exceed the recommended capacity as notified by the Council to the Hirer.

## **8. ADVERTISING**

No function shall be publicly announced or advertised to take place until the booking has been confirmed by the Council.

## **9. FLYPOSTING**

The Hirer shall not carry out or permit flyposting or any other form of unauthorised advertisement for any event taking place at the Venue and shall indemnify the Council against all actions claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the Council as the local planning authority.

## **10. FIRE SAFETY & EMERGENCIES**

The Hirer shall comply with all fire notices and other instructions from the Council in relation to fire safety and emergencies.

In the event of an emergency the Hirer shall be responsible for the evacuation of that part of the Venue subject to the Booking and shall provide assistance as needed to its invitees where due to age, disability, infirmity or for any other reason.

The Council reserves the right to hold practice alarm drills from time to time in order to test the procedure for clearing the Venue in case of emergency. Regular users will be required to carry out fire drills at least every 6 months.

In the event of an emergency evacuation no refunds will be issued.

## **11. SINGLE USE PLASTIC**

The Council discourages the use of single use plastic on all of its premises e.g. single use bottles, non-biodegradable confetti, balloons etc. and asks all users of the Venue to avoid the use of plastic straws, takeaway cups and cutlery, etc. where possible.

The use of sky lanterns (also known as Chinese lanterns) and helium balloons is prohibited. Use of sky lanterns and helium balloons may result in immediate cancellation of the booking and no refunds will be issued.

## **12. DAMAGE**

The Hirer shall immediately report to the Council any damage existing at the commencement of the period of hire.

The Hirer shall be responsible for and shall pay to the Council on demand the amount of any damage done or occasioned to the premises or to the fixtures, fittings, apparatus, equipment, furniture or to other contents thereof during the use of the premises; the amount of such damage shall be certified by the Council Representative, whose decision shall be final.

## **13. INDEMNITY**

The Hirer shall indemnify the Council from and against any claim for damages, costs or expenses that may be made against the Council in respect of any personal injury or loss of or damage to property in consequence of the hiring.

The Council shall not be liable for any loss due to any cause beyond its control including failure of supply of electricity, leakage of water, fire, government restriction or any other Act of God which may cause the premises to be temporarily closed or may cause the hiring to be interrupted or cancelled.

#### **14. INSURANCE**

For regular and block bookings the Hirer shall maintain throughout the period of hire a policy of insurance affected with a reputable insurance company covering the Hirer against third party risks for a sum of not less than £5 million and will be required to provide evidence of this on request.

One-off bookings are covered by Gedling Borough Council's Third-Party Hirer's Insurance Policy.

#### **15. SETTING UP AND CLEARANCE OF PREMISES**

Where the Hirer and their invitees are moving or lifting any furniture, heavy or unusual shaped objects, lifting from a height or undertaking any activity which may pose a risk to their health or safety, the Hirer and their invitees should use safe manual handling techniques as advised by the Health and Safety Executive.

The Hirer shall comply with all reasonable requests of the Council Representative and shall ensure that the part of the Venue subject to the Booking is cleared of its users and left in a tidy, clean and orderly condition at the end of the period of hire. Users must vacate the Venue by the end of the booking time as specified on the booking form or confirmation email.

#### **16. GAMBLING**

No sweepstake, raffle or other form of lottery shall be promoted or held on the premises except such lotteries as are deemed to be not unlawful by virtue of any enactment relating to Gaming, Betting and Lotteries.

#### **17. CATERING**

No food or refreshments are to be brought onto the premises without the Council Representative's prior approval. Where approval is given, all food brought onto the premises should not be stored longer than three hours before the start of the function and must be stored and prepared with reference to food safety and hygiene standards as recommended by the Food Standards Agency. Any waste food or rubbish generated by the Hirer providing their own refreshments must be removed from the premises at the end of the booking.

**The use of propane gas, barbecues, portable stoves or any other cooking/heating equipment is not permitted on site at any time with the exception of the Richard Herrod Centre who may permit such use but only with the express written permission of the Council.**

#### **18. PHOTOGRAPHS**

Photographs taken for purely personal use at exclusive use parties, functions and events are permitted. The Hirer is responsible for the control of such photography and filming. In all other circumstances, photography is not permitted without the prior written consent of the Council.

Anyone found to be taking photographs without permission which are intrusive or inappropriate will be reported to the relevant Corporate Director and the Police.

#### **19. TRANSFER OF HIRE**

The right to use the Venue is personal to the Hirer and is not transferable.

#### **20. PARKING**

Persons using the Venue's car parking facilities do so at their own risk and shall park in a manner so as not to cause any obstruction or nuisance to other users. Parking charges may be applicable. Only cars displaying a valid disabled parking badge may park in marked disabled bays.

#### **21. LOST PROPERTY**

The Council will not under any circumstances accept responsibility for or liability in respect of any damage to or loss of any goods articles or property of any kind brought into or left at the Venue either by the Hirer for his own purposes or by any other person.

#### **22. ANIMALS**

No animals (except assistance dogs) shall be brought in to the premises except with the prior written consent of the Council Representative.

### **23. USAGE/BEHAVIOUR**

The Venue shall not be used for any purpose other than that duly authorised in advance by the Council. The Hirer is responsible for effective supervision of the activities in the premises during the hire period, for the prevention of disorderly or unlawful behaviour and for ensuring no nuisance arises to the Council or other users of the Venue or to residents in the vicinity by noise in particular.

It is expected that users will behave with propriety and due regard to the care of public property and will act in accordance with the Council's Customer Promise (which can be found on the Gedling Borough Council website [www.gedling.gov.uk](http://www.gedling.gov.uk) )

The Hirer is responsible for use of the Venue and must ensure that the use or activity permitted does not discriminate against and / or is not likely to cause offence harassment or distress to members of any groups of any age, disability, race, ethnic origin, religion, belief, social class, sex, gender (including gender reassignment) or sexual orientation. The Hirer and their permitted users shall not discriminate (on any of the above grounds) against any person using or visiting the Venue. The Council reserves the right to cancel the booking if, in its opinion, the use activity or behaviour of the Hirer or users would be or is offensive distressing or discriminatory. No refunds will be issued.

### **24. RIGHTS RESERVED**

The Council reserves the right to terminate any hiring as it sees fit and reserves the right of entry during the period of hire to any person duly authorised by the Council.

The Hirer shall only be entitled to use the particular part or parts of the Venue hired and the Council reserves the right to let any other part of the building or premises for any purpose or purposes at the same time.

### **25. COPYRIGHT**

The Hirer shall indemnify the Council against any infringement of copyright, which may occur during hiring.

### **26. COMPLAINTS**

Complaints in the first instance should be made to a Council Representative where available. Should this not resolve the problem, complaints must be made to the Council in accordance with its Corporate Complaints Procedure: (which can be found on the Gedling Borough Council website [www.gedling.gov.uk](http://www.gedling.gov.uk) )

### **27. SMOKING**

The Council operates a No Smoking Policy. It is the Hirer's responsibility to ensure that no smoking (including E-cigarettes) is permitted in any part of an enclosed building which forms part of the Venue or within any other exclusion area applicable to the Venue.

### **28. CHILDMINDING AND DAYCARE FOR CHILDREN**

Where applicable it shall be the responsibility of the Hirer to ensure that he/she is registered in accordance with the provisions of Part 3 of the Childcare Act 2006 (or such replacement legislation) and that any other person who might be so required in connection with the proposed use of the premises by the Hirer is similarly registered. Hirers who are registered must provide the Council with details of their registration number.

### **29. ELECTRICITY AT WORK REGULATIONS 1989**

All electrical equipment brought into the Venue must comply with the Electricity at Work Regulations 1989, have a current PAT Test certificate and shall be used in a safe manner. If the Council Representative on visual inspection considers an item unsafe it must be removed from the premises.

### **30. ACCIDENTS/DANGEROUS OCCURRENCES**

The Hirer must report all accidents and near misses involving injury to the public to the Council Representative as soon as possible. Any failure of equipment, either that belonging to the Council or brought in by the Hirer must also be reported to the Council Representative as soon as possible. Certain types of

accidents must be reported in accordance with RIDDOR (the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013).

If the Council is satisfied (in its absolute discretion) that any booking/event/party is being run dangerously or there is a risk of danger to attendees or members of the public the Council shall consider that a breach of these terms and conditions has occurred and clause 36 shall apply.

### **31. INJURY TO THE PERSON**

The Council will not be liable for the death or injury to any person attending the Venue or for any losses claims demands actions proceedings damages costs or expenses incurred by the Hirer except where such death injury or loss is due to the negligence of the Council.

### **32. ALTERATIONS**

The Hirer shall not carry out any alterations to the Venue, nor shall he/she fix or make fixings for any apparatus, equipment or decorations without the prior written permission of the Council Representative.

### **33. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS**

The following applies to Clubs, Groups, Organisations and individuals delivering services that involve vulnerable adults and children aged 18 years and under where that service is a Regulated Activity as defined by the Safeguarding Vulnerable Groups Act 2006 (as amended).

The Hirer acknowledges their role as a Regulated Activity Provider and that they have ultimate responsibility for the management and control of the Regulated Activity for the purposes of the Safeguarding Vulnerable Groups Act 2006. This includes ensuring that all individuals engaged in the Regulated Activity are subject to a valid enhanced disclosure check through the Disclosure and Barring Service.

The Hirer shall provide the Council with any information and/or documentation that it reasonably requests to enable it to be satisfied that the obligations under Safeguarding Vulnerable Groups Act 2006 have been met. Further information can be found at <https://nottinghamshirechildcare.proceduresonline.com/index.htm>.

### **34. EQUALITIES**

The Hirer is required to ensure compliance with the Council's Equal Opportunity Policy, a copy of which is available on Gedling Borough Council's Website: [www.gedling.gov.uk](http://www.gedling.gov.uk) and will be provided to the Hirer on request. Failure to comply with this policy will result in the termination of the hire without the Council accepting liability.

### **35. SPECIAL CONDITIONS**

The Council may apply special conditions to any booking provided that written notice of such special conditions shall have been submitted to and accepted by the Hirer prior to acceptance of the booking. Each Venue may have Special Conditions which apply to the hire of that Venue.

### **36. BREACH OF CONDITIONS**

Upon any breach of these General Terms and Conditions or venue specific Special Conditions by the Hirer the Council Representative may terminate the current hiring and/or any future bookings, even if the period of hire has not expired. The Hirer shall be liable to pay the Council the full amount payable under these Terms and Conditions, any Venue specific Special Conditions or any applicable law.

In addition, the Council may charge to and recover from the Hirer any expenses incurred by the Council in remedying any such failure to comply with these Terms and Conditions and any Venue specific Special Conditions including the cost of employing attendants, workmen, cleaners or other persons as may be appropriate.

### **37. DEFINITIONS**

**Council:** All references to the Council shall be deemed to include reference to its authorised officers or other persons or bodies authorised in writing by Gedling Borough Council

**Council Representative:** All references to the Council Representative shall be deemed to include the person in charge of the Venue at any particular time i.e. the manager or caretaker of the Venue.

**Hirer:** The person who makes the booking is the Hirer. The Hirer must be over 18 years of age at the time of booking.

### **38. INTERPRETATION**

Any question arising as to the interpretation of these conditions or of the charges shall be determined by the Council, whose decision shall be final.

### **39. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

For the avoidance of doubt nothing in this Agreement shall confer on any third party any benefit or the right to enforce any term of this Agreement except where otherwise agreed in writing by the parties to this Agreement.

### **40. GENERAL**

If any provision of this Agreement is held unenforceable or invalid by a court, the remaining provisions shall remain in force and effect (and any such invalid or unenforceable provisions shall be deemed omitted).

All references to any Act of Parliament or Regulation referred to in these Terms and Conditions and any Venue Specific Conditions shall be deemed to include any Act, Acts or Regulations for the time being extending, amending or replacing the same and (where the context so admits) the Orders, Regulations or Directions issued under or by virtue thereof and from time to time in force.

### **PRIVACY NOTICE**

The Council will use the information provided by the Hirer to process the booking. The basis of which the Council uses personal data for this purpose is that it is necessary for the performance of a contract between the Hirer and the Council. This information must be provided in order to enter into a contract with the Council for the purpose of booking Council facilities. The Data Controller is Gedling Borough Council, Civic Centre, Arnot Hill Park, Arnold, Nottingham NG5 6LU. The Data Protection Officer for the Council can be contacted at the above address or by email at [dataprotectionofficer@gedling.gov.uk](mailto:dataprotectionofficer@gedling.gov.uk). Further information including how long we retain data, who we share it with and your rights can be found on the Gedling Borough Council website: <https://www.gedling.gov.uk/council/aboutus/policies/privacypolicies/>