

## **Room Hire Terms and Conditions**

### **GENERAL CONDITIONS OF LETTING**

#### **I. DEFINITIONS**

In these conditions of hire:-

“The hirer” means the person signing the contract for hire (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.

“The premises” means the building or part of the building booked and referred to in the contract.

“The period of hire” means the time(s) for hire referred to in the contract and other correspondence.

“The Authorised Officer” means the Head of Heritage Services for the time being of the Council or any person or persons nominated by him.

“The Council” means Bath and North East Somerset Council.

The masculine shall include the feminine and the singular the plural.

#### **II. GENERAL CONDITIONS**

1. 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 in the contract.
2. 2.1 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 part of the premises or the fixtures, fittings and equipment on the premises or to any part of the building of which the premises form part or any other building or structure within the curtilage of the building, and any damage caused or permitted by the hirer, his servants, agents, contractors or any other person resorting to the premises by reason of his hire of them shall be made good by the Council at the cost to the hirer and the hirer shall inform the Authorised Officer of any such damage as soon as practical and the hirer shall confirm it in writing within twenty-four hours of its discovery. The cost of such damage shall be certified by the Authorised Officer whose decision shall be final.
2. 2.2 Clients must arrange for adequate property insurance to cover any damage caused to the building or its fixtures and fittings during the period of hire.
3. 3.1 The hirer shall be liable for and shall indemnify the Council against all actions, proceedings, claims, damages, charges, costs, expenses whatsoever brought or made against the Council in respect of any damage, theft or loss of any property, goods, articles or things whatsoever placed, deposited, brought into or left upon the premises or other part of the building of which the premises forms a part either by the hirer for his use or by any other person using to the premises by reason of his hire unless due to the negligence of the Council, their servants or agents.

- 3.2 The Council shall not be liable for any loss due to any industrial action, breakdown of machinery, failure of supply of electricity, leakage of water, fire, Government restrictions or any other circumstances beyond its reasonable control, which may cause the premises or any part thereof to be temporarily closed or the hiring to be interrupted or cancelled nor for any failure of the hirer to gain access to the premises unless due to negligence of the Council, their servants or agents.
- 4 The hirer shall be liable for, and shall indemnify the Council against all actions, proceedings, claims, damages, charges, costs expenses whatsoever brought or made against the Council in respect of any personal injury to or the death of any person whomsoever arising out of or in the course of the hire of the premises by the hirer unless due to the negligence of the Council, their servants or agents.
- 5 The Authorised Officer or other officers of the Council or their authorised contractors on duty at any time during the hire period can refuse the right of entry.
- 6 The Hirer undertakes to ensure that any children under 18 years of age attending the event or using the venue are properly supervised at all times. If children arrive at the venue without proper supervision, venue staff (or their contracted agents) reserve the right to refuse access to the venue. If any child could objectively be regarded as not being properly supervised, staff may ask them and their guardian to leave the venue.
- 7 The hirer, his servants, agents and contractors shall during the period of hire and during such other times as they or any of them shall be in the premises for the purpose of the hiring comply with all requirements of the Authorised Officer.
- 8 8.1 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:-
- (a) the efficient supervision of the premises including the effective control of children, the orderly and safe admission and departure of persons to and from the premises and assisting the Authorised Officer in the orderly and safe clearance of the premises in case of emergency;
  - (b) keeping the premises safe and ensuring good order and decency is maintained;
  - (c) keeping the conditions imposed from time to time by the Fire Officer and ensuring that all doors giving exit from the premises shall be kept unlocked and unobstructed and immediately available for exit during the whole time the premises are in use and no obstruction shall be placed or allowed to remain in any corridor giving access to the premises;
  - (d) not exceeding the maximum capacity of the premises set out in the schedule to the contract.

- 8.2 The hirer shall provide as many attendants and stewards as the Authorised Officer requires to fulfil the obligations set out in Clause 7.
- 8.3 Depending on circumstances, we may require additional security staff for your event. These will be employed by Bath & North East Somerset Council and the cost will be re-charged to the hirer. It is possible that this may be required at short notice.
- 8.4 If you fail, in the opinion of the Authorised Officer, to comply with clauses 7.1 and 7.2 he shall be permitted to suspend or terminate the function for which the immediate clearance of the premises may be required. The Council will not be liable for any damages arising from the termination or suspension unless arising directly from the Council's negligence.
9. 9.1 No animal, other than a guide dog, may be brought onto the premises or into the building of which the premises form part without the prior consent of the Authorised Officer.
- 9.2 No goldfish or other live animals shall be offered as a prize or gift by the hirer or by any other person allowed on the premises by reason of his hire of them.
- 10 The hirer and his servants, agents, contractors and others allowed on the premises by reason of its hire shall leave the premises by the expiry of the hire period. If they have not the hirer will be required to pay to the Council a surcharge amounting to the Council's normal hire charge for the premises until the premises have been cleared.
- 11 No alteration or additions to the premises, the fixtures, fittings scenery and/or equipment or the decorations at the premises shall be carried out without the prior written consent of the Authorised Officer and such consent may provide pre-conditions and instructions.
- 12 No nail or fixing of any kind shall be driven or put into any wall, floor, partition, pillar, ceiling, fitting or furniture of any kind without prior written consent of the Authorised Officer.
- 13 The use of any equipment provided by the Council is at the risk of the hirer and the Council will accept no liability or responsibility for it unless any damage to it is due solely to the negligence of the Council or their servants or agents.
- 14 The hirer shall be wholly liable and responsible for any loss or damage to the premises or any part of it or its fixtures or fittings or to any of the Council's equipment used by him or by persons permitted on the premises by reason of his hire.
- 15 No furniture or fittings or equipment shall be moved or removed without the prior written consent of the Authorised Officer and the hirer must comply with all directions of the Authorised Officer with regards to seating arrangements in the premises.

- 16 The hirer shall not permit, encourage or arrange for flyposting or other illegal advertising within the District of Bath and North East Somerset in connection with the hiring of the premises. If flyposting takes place the hirer may be refused bookings of any land or premises under the control of the Council.
- 17 No bills, placards, posters or notices of any description shall be posted on or against any part of the exterior of the premises or inside the premises except with the consent of the Authorised Officer.
- 18
  - 18.1 With the exception of candles, the hirer shall not permit the use of any naked lights.
  - 18.2 The hirer shall not bring or permit to be brought onto the premises any weapons, explosives, inflammable material, fireworks or other pyrotechnics nor use or permit the use of any naked lights in any part of the premises.
  - 18.3 The hirer shall not bring or permit to be brought onto the premises any electrical appliance or additional lighting effect without the prior written consent of the Authorised Officer who may as a condition of his consent require that before any such electrical appliance and/or additional lighting effect is used it shall be inspected and approved by a competent electrical engineer nominated by him and in addition if so required by the Authorised Officer the hirer shall install a special and separate meter to measure the additional electricity used by the hirer during the period of hire and the hirer shall pay for the electricity shown by the separate meter to have been used.
- 19 The hirer shall not be entitled to grant sound, television broadcasting or filming rights without the prior written consent of the Authorised Officer.
- 20 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 by the hirer in advance.
- 21 The Council will at their own expense provide for the normal heating and normal lighting of the premises (but not further or otherwise) but shall not be responsible for any failure thereof or defect to the heating and/or lighting or loss or damage resulting therefrom unless due solely to their negligence or the negligence of their servants or agents.
- 22 All furniture, apparatus, appliances, equipment and other supplies brought or sent to the premises by or on behalf of the hirer shall be unloaded, placed in position and removed by the hirer at such time or times as the Authorised Officer may direct.
- 23 The hirer shall not give or permit to be given any cinematograph show on the premises unless non-flammable films are used. Where blackout facilities for the premises are not available the hirer shall make his own arrangements for the blackout of the premises in connection with any cinematograph show on the

premises and shall carry out such directions in connections therewith as the Authorised Officer shall give.

- 24 Except where the premises are hired for a trade exhibition, the hirer shall not assign or sub-let any interest in the premises or any part of it and shall not use the premises for any other purpose than that set out in the contract.
- 25 The hirer shall observe and comply with the terms, conditions, restrictions and requirements of any Act of Parliament. Statutory Instrument, Regulations or Licence under which the premises or any part thereof may be used and shall not do or permit to be done or permitted in or about the premises any act or thing whereby such Act of Parliament. Statutory Instrument, Regulations or Licence may be infringed or such Licence may be liable to be suspended or forfeited or the renewal or transfer thereof refused or endangered and shall indemnify the Council and any person in whose name any Licence may be held on their behalf against any loss of revenue, benefits, damages, costs and expenses that may be incurred by them or him owing to the breach, non-observance or non-performance of any such terms and conditions and restrictions and requirements aforesaid.
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  - 26.1 All deposits paid are non-refundable.
  - 26.2 Any event cancelled between 60 and 28 days of the event will be subject to a further charge of 25% of the total room hire cost.
  - 26.3 Any hirer cancelling an event within twenty eight days of the date of the period of hire will be liable to pay the full outstanding balance.
- 27 The Council may through their Authorised Officer cancel the hiring at any time without stating a reason and if so the Council shall refund to the hirer all monies paid by him to the Council and all monies payable for the period of the hire unpaid at the time of cancellation shall cease to be payable unless the cancellation is due to some act or default of the hirer provided always that the Council shall not be liable to pay any compensation to the hirer in respect of such cancellation.
- 28 The hirer shall be responsible for the payment of all fees arising out of and shall make all arrangements for the use of gramophone records, tape recorders or recordings of any description on the premises and shall indemnify the Council against all costs, damages, expenses, actions and proceedings arising out of the use of gramophone records or breach of copyright in gramophone records.
- 29 The latest finishing time for functions will be 01.00hrs. Any bar facilities will close ½ hour before the end of the function.
- 30 B&NES operates a no-smoking policy throughout its buildings including all corridors, toilets, stairways and entrances.
- 31 In general, food must be served at parties. Occasionally, parties where no food is required may be accepted at the discretion of the Council's Authorised Officer.

- 32 Guests who arrive under the influence of alcohol or drugs may be refused entry. Anyone considered to be excessively under the influence of alcohol will not be served.
- 33 Guests will be asked to vacate the premises during a function if behaviour is considered by the Authorised Officer to be unacceptable.
- 34 Helium balloons, smoke machines or arcade style rides are not permitted in any premises.
- 35 No confetti, silly string or similar to be thrown inside any of the premises

### **III SPECIAL CONDITIONS APPLICABLE TO THE HIRE OF:-**

- 1 The Guildhall
  - 1.1 The Musicians' Gallery in the Banqueting Room shall not be used without the previous consent of the Authorised Officer.
  - 1.2 The hirer shall ensure that no interference is caused to any meeting or proceedings of the Council or any Committee thereof or any other activity which may be taking place in the Guildhall at the same time premises are being used by the hirer, his servants or agents.
- 2 The Pump Room and Assembly Rooms
  - 2.1 The Council's concessionaire will undertake such catering and supply of refreshments at the premises as the hirer may require and will retain the whole of the receipts therefrom; and no outside person or persons, body organisation or company will be permitted to cater on the premises or supply or sell food or refreshments of any kind on any premises.
  - 2.2 The Musician's Gallery shall not be used without the previous consent of the Authorised Officer.
  - 2.3 The hirer shall ensure that no interference is caused to the Museum of Costume at the Assembly Rooms or the Roman Baths at the Pump Room Complex.

**BATH & NORTH EAST SOMERSET**

Prepared by Bath & North East Somerset Council's Heritage Services