

Bath's Historic Venues

Terms and Conditions of Hire

1. DEFINITIONS

In these conditions of hire:-

- 1.1 The 'Council' means the Heritage Services and Property Services Divisions of Bath & North East Somerset Council acting as Bath's Historic Venues.
- 1.2 The 'Hirer' means the person signing the Hire Agreement (the 'Contract'). Where an individual signs For and on Behalf of an organisation named in the Contract, that organisation shall be considered the hirer and shall be wholly liable. In the case of a partnership, the person signing the contract shall be jointly and severally liable with the Partnership.
- 1.3 The 'Contract' means the Hire Agreement and Bath's Venues Buildings' 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(s)' 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 Heritage Services Corporate Hospitality Manager of the Council or any person or persons nominated by him. This will include, but shall not be limited to, members of Bath's Historic Venues team 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.

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 reasonable opinion of the Council, are likely to promote or incite racial or religious hatred, civil unrest or cause offence.
- 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 person 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 mis-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 may be 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 Agreement 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 loss, damage, injury or legal nuisance to the Council or any other owner/ occupier of any neighbouring property or 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.
- 3.5 Nudity is not permitted at any Event.
- 3.6 The Hirer and his servants, agents, contractors and others allowed on the premises by reason of its hire shall leave the premises at the end of the Period of Hire.
- 3.7 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.
- 3.8 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.
- 3.9 No adhesive tape or material may be used to secure loose cables to the floor. Cable matting must be used in all cases.
- 3.10 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.
- 3.11 The Hirer is responsible for the conduct of his staff, agents, colleagues, contractors, sub-contractors and guests throughout the Period of Hire.
- 3.12 The Hirer, their agents, guests or 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.
- 3.13 Anyone considered to be excessively under the influence of alcohol will not be served. 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.
- 3.14 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.
- 3.15 No animal, other than an assistance animal, may be brought into the Building without the prior consent of the Authorised Officer.
- 3.16 With the exception of performances and meetings, catering is required for all events. See section 12.1 regarding the responsibility for catering at the Pump Room and Assembly Rooms
- 3.17 The Hirer shall not be entitled to grant sound, television broadcasting or filming rights without the prior written consent of the Authorised Officer.
- 3.18 The latest finishing time for an Event will be 0100hrs. Any bar facilities will close ½ hour before the end of the Event. 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 Confetti may be thrown outside the Building only.

- 3.21 The release of sky lanterns from the Building, or from Council managed public spaces around the Building, is not permitted and should not be initiated by clients or their guests in association with events held within the Building.
- 3.22 Any hired chairs or chair covers (Assembly Rooms and Guildhall **only**) must be fire retardant in all cases and also linkable when used in rows.
- 3.23 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.
- 3.34 The Buildings are all situated in the city centre and as such may be subject to noise from other premises or activities which are beyond the control or influence of Bath's Historic Venues. The Council will not accept liability for any disruption resulting from this.
- 3.25 Where significant changes are required to agreed 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.
- 3.26 For couples getting married it is a legal requirement for them to also book the Registrar for their ceremony. This must be done at least 28 days prior to the ceremony.

4. PAYMENTS AND CANCELLATION

- 4.1 A deposit of 25% of the total anticipated room hire charge is required to confirm an Event. 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 Cancellation terms

61 days or more prior to the commencement of the Period of Hire	25% deposit retained
29-60 days prior to the Period of Hire	50% of the total room hire fee
28 days or fewer prior to the Hire Period	100% of the total room hire fee

- 4.4 Any cancellation by the Hirer is deemed to be effective once notice is received in writing by Bath's Historic Venues.
- 4.5 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.

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.
- 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.

6. INSURANCE & INDEMNITY

- 6.1 Unless due to the negligence of the Council, the Hirer will be responsible to the Council in respect of any damage, theft or loss of any property, goods, or articles brought into or left in the building by the Hirer, by reason of the Hire.
- 6.2 The Hirer shall be liable for, and will indemnify the Council against all damages, charges, costs and expenses directly incurred and payable by the Council in respect of legal actions and legal claims, including court proceedings, brought or made against the Council in respect of any loss, damage or personal injury arising in respect of any third party as a consequence of the negligence of the Hirer, the Hirer's authorised suppliers or guests for the Period of Hire.
- 6.3 The Hirer must arrange for Public Liability insurance to be obtained to cover the liabilities detailed in clause 6.1 above to a minimum value of Five Million Pounds (£5,000,000) for the duration of the Period of Hire. This must also include cover for 3rd

party property damage caused through the actions of the Hirer, the Hirer's authorised suppliers or guests for the Period of Hire. Written proof of this insurance shall be produced to the Council by the Hirer prior to the commencement of the Hire. Failure to do so may, at the sole discretion of the Council, result in the termination of the Hire by written notice to the Hirer. 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.

- 6.4 The Council shall not be liable for any loss due to 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 any part of the Premises to be temporarily closed or inaccessible or the Period of Hire to be interrupted or cancelled.
- 6.5 Unless due to the negligence of the Council, 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 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 servants, agents, contractors 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 servants/ guests.
- 8.3 With the exception of candles, the Hirer shall not permit the use of any naked lights within the Premises. All candles must be of the non-drip variety and must be placed in heat-proof containers with drip trays and must not be positioned near other combustible materials. The position of candles is restricted to certain positions in each room, the details of which are available upon request. The Authorised Officer, or any authorised contractor may at any time insist candles are removed or extinguished if it is determined they present an unacceptable risk.
- 8.4 No weapons, explosives, inflammable material, fireworks or other pyrotechnics are permitted in any part of the Building.
- 8.5 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.
- 8.6 No alterations to the electrical distribution or other infrastructure in the Building will be permitted.
- 8.7 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. If children arrive at the Building without proper supervision, the Authorised Officer (or their contracted agents) reserves the right to refuse them access. If the

Authorised Officer believes any child could objectively be regarded as not being properly supervised, staff may require them and their guardian to leave the Building using reasonable force as appropriate.

8.8 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.

8.9 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 contractors to enable the Event.

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, 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.

10.2 No promotional material shall be posted on or in any property belonging to the Council except with prior consent.

10.3 Use of the Council's branding, logos and photographs is only permitted with prior consent.

10.4 Any press or media attendance or involvement must be clearly communicated in writing to the Authorised Officer in advance and will be subject to approval by the Council's Communications and Marketing Manager.

11. PERSONAL DATA

11.1 The Council will 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 In line with guidance issued by the Department for Health and Social Care, we may share your name, telephone number and/or email address with NHS Test and Trace personnel, if asked, in the event of a fellow guest or staff member testing positive for Coronavirus. NHS Test and Trace will handle data to the highest ethical and security standards and it will be used only for NHS care, management, evaluation and research.

11.3 The Hirer acknowledges and agrees that the Council may pass the Hirer's details to credit reference agencies.

11.4 At every stage all data will be handled according to GDPR, security and ethical standards.

11.5 A full copy of Bath's Historic Venues privacy statement is available at www.bathvenues.co.uk/privacy-statement

11.4

12. VENUE SPECIFIC CONDITIONS

- 12.1 All catering at the Pump Room and Assembly Rooms is the sole responsibility of the Council's appointed Caterer. No outside body or organisation will be permitted to cater on the Premises or to supply food or refreshments without the permission of the Authorised Officer and also the General Manager of the Caterer.
- 12.2 Access to the Roman Baths by the Hirer and his servants for preparation shall not be possible until 1815hrs on the day of the Hire. Access to the Pump Room by the Hirer and his servants for preparation shall not be possible until 1830hrs on the day of the Hire.
- 12.3 The Hirer will ensure that no interference is caused to daytime visitors to the Roman Baths or Fashion Museum or to other users of the Building.
- 12.4 Because of limited space and preparation time available, chair covers may not be used within the Pump Room Building. Where these are used at the Assembly Rooms or Guildhall, the Hirer must ensure that they 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.
- 12.5 For all events involving the supply of alcohol at the Guildhall or Victoria Art Gallery, the Hirer must ensure that a personal licence holder is present throughout the duration of the Hire.
- 12.6 At the Victoria Art Gallery only clear drinks are permitted in the Upper Gallery.

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

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