



# Elmbridge Borough Council

... bridging the communities ...

## Elmbridge Borough Council General Conditions of Letting of Halls

### 1. Definitions and Interpretation

1.1 In this Agreement, the following words and expressions shall have the following meanings:

<b>“Agreement”</b>	means these terms and conditions of agreement;
<b>“Applicant”</b>	means a person or entity applying to hire part of the Premises;
<b>“Authorised Officer”</b>	means the Head of the Council’s Community Support Services or her authorised representative;
<b>“Business Day”</b>	means any day the Council’s Civic Centre offices are open which at a minimum excludes Saturday, Sunday or a bank holiday; and “bank holiday” means any day designated a bank holiday by the Banking and Financial Dealings Act 1971 or by Royal Proclamation;
<b>“Centre Manager”</b>	means the Manager for the time being of Thames Ditton Centre/Cobham Centre/Hersham Centre/ Walton Centre/Molesey Centre/Claygate Centre/Weybridge Centre (delete as appropriate).
<b>“Council”</b>	means the Council of the Borough of Elmbridge of the Civic Centre, High Street, Esher, Surrey KT10 9SD;
<b>“Hirer”</b>	means the person or entity hiring Premises under the terms of this agreement;
<b>“Party or Parties”</b>	means the Council and the Hirer;
<b>“Premises”</b>	means the Council’s premises at Thames Ditton Centre/ Cobham Centre/ Hersham Centre/ Walton Centre/ Weybridge Centre/ Molesey Centre/Claygate Centre including car parking and cloakroom facilities;
<b>“Property”</b>	means property belonging to the Hirer and to those who have explicit or implicit authority from the Hirer to enter the Venue;

<b>“Hire Period”</b>	means the period of hire detailed in the confirmation of booking and acceptance application issued by the Council’
<b>“Hire”</b>	means any use of the Premises and/or Venue as a result of this Agreement for the purpose of meetings, training, conferences, exhibitions, leisure classes, family parties, weddings and christenings.
<b>“Regular Hirer”</b>	means a Hirer who book 12 or more regular events at a particular Venue in any calendar year.
<b>“Provision of Regulated Entertainment”</b>	meaning is defined in Schedule 1 of the Licensing Act 2003 and regulated entertainment includes performance of a play; exhibition of a film; performance of live music; dance performance and any playing of recorded music
<b>“Supply of Alcohol”</b>	means the sale by retail of alcohol or the supply of alcohol by or on behalf of a club to a member of the club.
<b>“Security Officer”</b>	means the Council employee provided for the Hire Period to attend at the Venue
<b>“Venue”</b>	means the Premises hired by the Hirer under this agreement and where the context permits includes any ancillary areas of the Premises that the Hirer is permitted to use including car parking; cloakroom facilities; and kitchen facilities.

- 1.2 In this Agreement, unless the context or relevant clause otherwise requires:
- 1.2.1 The expressions “Council” and “Hirer” shall include their respective successors, personal representatives, employees and permitted sub-contractors and assigns;
  - 1.2.2 Reference to any Order, Regulation or Statute whether detailed expressly or incorporated by general reference, shall be deemed to include a reference to any amendment, re-enactment or replacement of it;
  - 1.2.3 Words importing any gender shall include all genders and the singular includes the plural and vice versa;
  - 1.2.4 Reference to clauses shall be construed as reference to clauses of this Agreement;
  - 1.2.5 Clause headings are included for ease of reference and shall not affect the interpretation or construction of this Agreement;
  - 1.2.6 In this Agreement a period of time expressed as a number of days shall be computed as clear days, which means the day on which the period begins shall not be included.
  - 1.2.7 Failure by either party to exercise any right or remedy under these terms does not constitute a waiver of the right or remedy.

## 2. Agreement

The Hirer agrees on signature and return of the booking form to the Authorised Officer to be bound by these conditions and any special conditions attached. **This is a legally binding Agreement and if the Hirer is in any doubt as to the “Terms and Conditions” herein contained then it should seek independent legal advice.**

Regular hirers are required to update the Centre Manager if there any changes in regards to the person in charge of the hire.

## 3. Applications

- a) All applications to hire Premises must be made by contacting the Centre Manager.
- b) The Applicant must state clearly and fully the precise purpose for which he wishes to hire Premises.
- c) Where the request for hire is for an activity acceptable to the Council the hirer will be sent an Application for Hire for completion and return it to the Centre Manager. The Centre Manager will then confirm the booking and total hire charge in writing where the Application for Hire is acceptable to the Centre Manager
- d) An application to hire Premises is made by way of offer by the Applicant and as such may be rejected by the Council.
- e) No legally enforceable contract comes into being until the Application for Hire has been accepted by the Council in writing. Therefore the Applicant is advised not to publicise any function it proposes to hold on the Premises until the Applicant has received written confirmation of booking.
- f) Applicants must be eighteen years of age or over.
- g) The Council has the right to refuse any application for Hire or any request to change a Hire booking. Any fraudulent or wrongful information given in order to obtain Hire of a Venue could result in cancellation of the Hire.
- h) The Hirer shall not assign this Agreement for Hire for the Venue or any part thereof.

## 4. Charges

- a) The Council will request the full hiring charge by issuing an invoice when the Booking has been confirmed. The Applicant is required to pay the invoice in full prior to commencement of the Hire Period where the Applicant has booked the Venue for one occasion only.
- b) The Council will permit block bookings of the Venue and will invoice Regular Hirers quarterly in arrears.
- c) Where there is an arrangement for payment of hiring charges to be made in arrears the Council may cancel any existing booking(s) forthwith if the Regular Hirer fails to make payment on the date payment is due.
- d) The hiring charge includes the hire of the Venue, cleaning, (subject to the provisions of Condition 16 below), lighting, heating and the use of tables and

chairs. Requests for any additional equipment or services in any Venue must be agreed when the booking for Hire is made and an additional charge may be made.

- e) The hiring charges for the Centres may be amended by the Council from time to time and will be revised annually. Hirers who have made advance bookings will be able to cancel the booking without penalty. The charges for the hire of the Centres are available from the Centre Manager or at [www.elmbridge.gov.uk](http://www.elmbridge.gov.uk)

## **5. Number of Persons**

The local Fire Authority and the Council's Building Control set the maximum number of persons allowed at the Venue. These figures must not be exceeded at any time. The Council also reserves the right to set lower numbers where appropriate. The Venue population limit set by the Council shall not be exceeded **in any circumstances**. If these figures are exceeded the Council has at its discretion the right to refuse admission of excess numbers or to terminate this hire Agreement forthwith without incurring liability to the Hirer.

## **6. Licensing Act 2003 Licenses for certain activities:**

All the Council Centres have a Premises Licence permitting the sale or supply of alcohol and are also licensed for the provision of regulated entertainment at the Venue. The following activities cannot take place without the prior written approval of the Centre Manager: sale or supply of alcohol or provision of regulated entertainment of music, dancing, plays, films or entertainment of a similar kind. In respect of alcohol, the sale or supply may only be carried out under the authority of a Temporary Event Notice (TEN). Since the number of TENs per premises per annum is limited by law, no hirer may serve a Temporary Event Notice on Elmbridge Borough Council, as the Licensing Authority, without the prior agreement of the Centre Manager.

## **7. Compliance with Law**

The Hirer must not do or permit any act omission or circumstance that would or might constitute a breach of any statutory requirement affecting the Venue or which would or might adversely affect in whole or in part any insurance effected in respect of the Venue. The Hirer indemnifies the Council's officers from penalties, damages, costs and proceedings which they may incur in consequence of any breach or default in complying with any such statutory obligations and requirements.

The Hirer must comply with all conditions and regulations made in respect of the Venue by the Fire Authority and a copy of these will be supplied to the Hirer on request.

Without prejudice to the generality of this clause the Hirer shall ensure that any day care for children under eight years of age complies with the provisions of The Children Act 1989.

The Hirer must comply with current national legislation and/or the National Governing Body guidelines by making appropriate recorded checks and procedures in respect of individuals whom you intend to work with children or vulnerable adults during the Hire Period, prior to such work commencing. Elmbridge Borough Council has a Child Protection and Vulnerable Adults Policy and Procedure and your booking agreement is conditional upon you working within the terms and conditions of this policy. The

hirer will supply a copy of their Disclosure and Barring Service Certification at the time of booking.

No part of the Venue is to be used for an unlawful purpose or in an unlawful way.

Attention is drawn to the fact that Fly-posting is illegal under Section 224 of the Town and Country Planning Act 1990 and Regulation 27 of the Advertisement Regulations 1992. It is an offence punishable by a fine.

## **8. Condition of Premises – Damage & Decorations**

- a) The Hirer shall leave the Venue and all things therein as clean, tidy and in as good order as they were at the commencement of the Hire Period.
- b) The Hirer shall not cause or permit any person to drive any nails, screws or other fixings into the walls or floors or into any furniture or fittings or do or permit to be done anything likely to cause damage to the Venue or any Premises or any chattels or fittings therein.
- c) No notice, decoration, drapery or other item shall be affixed to any part of the Premises or to furniture, fittings or chattels therein by adhesive tape or other adhesive substance unless prior written permission has been obtained from the Authorised Officer.
- d) All exhibition stand construction shall be temporary and removable.
- e) No painting or making good of damage to Council property by the Hirer shall be made by the Hirer and the Hirer shall ensure that no person at the Venue with its explicit or implicit consent effects such painting or making good.
- f) No decorations, which include without limitation, flags, emblems, gas filled balloons, streamers, confetti or fume release devices, may be introduced to any part of the Premises without prior consent in writing from the Centre Manager. Where such consent is given it will be conditional on the use of non-flammable material or material treated with approved fireproofing substance.
- g) Notwithstanding that the Council may have given the consent required by clauses 8 c) and 8 e) The Council reserves the right to remove any poster, emblem or decoration visible outside Premises that are in the opinion of the Authorised Officer unsuitable.

## **9. Supervision of the Premises and Right of Entry**

- a) During the Hire Period the Hirer is to be responsible for:
  - i. The efficient supervision of the Venue, including without limitation:
    - the effective control of children
    - ensuring that only fit and proper persons have access to children and vulnerable adults
    - the orderly and safe admission and departure of persons to and from the Venue,

- the orderly and safe vacation of the Venue in case of emergence;
  - ii. The Hirer shall ensure full compliance with all relevant Health & Safety legislation and Regulations relating to the Hire;
  - iii. It is the responsibility of the Hirer to ensure the availability of medical, ambulance and first aid assistance as appropriate;
  - iv. The preservation of good order and decency in the Venue;
  - v. Ensuring that all doors giving egress from the Venue are left unfastened and unobstructed and immediately available for exit;
  - vi. Ensuring that no obstruction is placed or allowed to remain in any corridor giving access to the Venue.
  - vii. Ensuring that the Venue is not damaged, however slightly.
- b) The Centre Manager and/or Security Officer may request the presence of Police Officers or other persons as he/she may consider necessary to keep order at the Venue.
- c) Duly authorised members or officers or employees of the Council may enter the Venue at any time.

## **10. Insurance**

- a) The Hirer shall effect Public Liability Insurance with a minimum indemnity limit of not less than £5,000,000 (five million pounds) in respect of any one incident. The Council's interest must be noted in the Policy and the Insurance must indemnify the Council in respect of any liability that the Council may incur for death, personal injury or damage to property, sustained as a result of the Hire.
- b) The Hirer must present a copy of this Insurance Policy to the Council, not less than 14 days prior to commencement of the period of use, and insurance must be arranged for all facilities to be provided on Site during the Hire Period.
- c) Alternatively, and at the discretion of the Council, Public Liability insurance may be arranged by the Council on behalf of the Hirer (except for regular hirers). In these circumstances, the Council will confirm the insurance premium due from the Hirer on the invoice detailed in Paragraph 4a when the Booking has been made. The Applicant is required to pay the insurance premium in full prior to commencement of the Hire Period.
- d) Regular hirers must ensure that the Centre Manager holds a current copy of their Public Liability Insurance Certificate on file.
- e) Should the Hirer engage the services of a commercial caterer or entertainer for the Hire Period they are required to produce written evidence of Public Liability insurance to the Centre Manager prior to the Hire Period.

## 11. Cancellations

### a) Cancellation by the Council without return of letting charges

- i) The booking form and any supporting documentation contains any omission, or false or misleading statements.
- ii) It should be found that the hiring is likely to be of an objectionable or undesirable nature or if Premises are hired or used for any purpose that the Council has not approved.
- iii) The Hirer is in breach of this Agreement.
- iv) If the Hirer has not attained the age of majority this Agreement shall be void.

### b) Cancellation by the Council with return of hiring charges

Where the Council cancels this Agreement.

In the event of this Agreement being cancelled by the Council, the Council shall not be held liable to the Hirer for any damages or loss sustained as a result of or in any way arising out of the cancellation other than for the return of such hiring charges as shall have been paid by the Hirer.

### c) Cancellation by the Hirer

The Hirer has seven days from the conclusion of this Agreement to cancel the hiring without charge unless entry onto the Venue under this hiring Agreement has begun or is to begin within seven days.

**Subject to the above if this hiring Agreement is cancelled by the Hirer, the Hirer shall be liable to the following cancellation charges:**

<u>Date of Cancellation</u>	<u>Charge</u>
i) Where notice of cancellation is received within seven days before the commencement of Hire Period.	100% of the charge for hiring the Venue
ii) Where notice of cancellation is more than seven days but less than fourteen days before the commencement of Hire Period.	50% of the charge for received hiring the venue
iii) Fourteen days or more before commencement of the Hire Period	Full refund

## 12. Agreement Personal to Hirer

The benefit of the Agreement is personal to the Hirer and the Hirer shall not sub-let or assign it or any part thereof. In the event of any breach of this condition the Council shall cancel this Hire without liability to the Hirer. All monies paid by the Hirer shall be

forfeited and neither the Hirer nor the purported sub-hirer shall be permitted to enter or use the Venue.

### **13. Liability for Loss, Damage, Injury or Death**

- a) The Hirer shall indemnify the Council, its officers, its contractors, and agents from and against all claims, demands, actions, expenses, damages, penalties or proceedings arising out of or in any way connected with the hiring.
- b) The Hirer will be responsible for any loss or damage to Property and for any claims arising out of the Hire.
- c) Under no circumstances shall the Council be required to make good or accept responsibility or liability for any loss, theft or damage howsoever or by whomsoever caused of or to any Property in or upon the Premises or deposited with any officer or servant of the Council.
- d) The Council will not be liable for any loss occasioned to the Hirer as a result of the breakdown of equipment, a failure to supply electricity or gas, a leakage or penetration of water, a fire or explosion, fire hoax, terrorism or terroristic hoax, a government restriction, misuse of fire equipment or force majeure which may cause:
  - The Venue to be temporarily closed, or
  - The Hire Period to be interrupted, curtailed or cancelled, or
  - The Hire being affected adversely.
- e) It is the responsibility of the Hirer to select a part of the Premises that the Council is willing to hire that is suitable to its purposes for hiring. The Council gives no warranty that the Venue is legally or physically fit for any specific purpose and shall not be liable to the Hirer in that regard. That is notwithstanding that the Council may have transferred the Venue from that booked to another that is fundamentally comparable.

### **14. Damage to Council Property**

The Hirer shall pay to the Council on demand the cost of repairing or replacing any part of the Premises or property whatsoever belonging to the Council in or upon the Premises that has been damaged (however slightly), destroyed, stolen or removed during the Hire Period by any person at the Venue with the express or implied authority of the Hirer or any of its representatives.

### **15. Smoking**

Smoking is prohibited at the Venue

### **16. Cleaning and Clearing the Venue**

By the end of the Hire Period crockery and cutlery must be washed and stored in its original place. All furniture must be returned to its original position as advised by the Centre Manager or Security Officer. The Centre Manager or Security Officer is not obliged to give any assistance to the Hirer except on the matter of lighting, heating and ventilation.



It is the Hirer's responsibility to provide their own refuse sacks and remove the rubbish from the Centre, ensuring that the Centre is left in a clean and tidy condition. The Centre Manager or Security Officer will check the building and equipment with the Hirer at the end of the Hire Period.

#### **17. Vacation of Premises**

The Hirer shall ensure that all persons attending the Venue and any Property therein shall be out of the Venue by the conclusion of the Hire Period. Evacuation of the Venue shall commence in good time for the Venue to be cleared of persons and Property by the end of the Hire Period.

#### **18. Exits and Gangways**

All fire exits and gangways must remain clear and unobstructed at all times. All fire exits must be kept unfastened and unobstructed.

#### **19. Complaints**

Any complaints about any of the arrangements connected with the Venue should be made in writing addressed to the Authorised Officer within 48 hours of the end of the Hire Period.

#### **20. Animals**

The Hirer shall ensure that no animals (including birds), except guide dogs are brought into the Venue, other than for a special event agreed to by the Council. No animals whatsoever may enter any kitchen at any time.

#### **21. Lighting and Electrical Equipment**

- a) Neither the Hirer nor any person at the Venue with its implicit or explicit authority shall interfere with any electrical fixture or fitting.
- b) No electrical equipment will be permitted on the Venue unless agreed in advance with the Centre Manager. The Hirer shall ensure that any electrical appliance brought onto the Venue during the Hire Period shall be safe, in good working order and used in a safe manner.

#### **22. Performing Rights**

- a) The Council has a Licence from the Performing Rights Society Limited which authorises live public performances of the music of its members. The Hirer shall not cause the Council to be in breach of the licence. In particular, but without limitation:
  - i) As a condition of the Licence, the Council is under an obligation to supply to the Performing Right Society Limited details of live music played on every occasion when the Venue is let. The Hirer shall supply details of any music to be performed live at the Venue to the Authorised Officer. Any variance to that programme shall be notified to the Authorised Officer forthwith.
  - b) Where the Hire involves playing recorded music, the Hirer shall obtain a licence from Phonographic Performance Limited, 1 Upper James Street, London W1F 9DE, Tel. 020 7534 1000, and shall produce satisfactory evidence of such

licence to the Authorised Officer at least 24 hours before the commencement of hiring.

### **23. Notices**

Any notice pursuant to this Agreement shall unless otherwise specified be in writing.

Any notice shall either be delivered personally, by first class post or Fax to the Authorised Officer at the address or fax number given in Clause 1.1 and to the Hirer at the address or fax number given in its application.

Any such notice shall be deemed duly served; in the case of a notice delivered personally to a responsible representative of the Hirer or for the Council to the Authorised Officer at the time of delivery; by first class post two Business Days from the date of posting; by fax if sent during normal business hours on a Business Day at the time of transmission, otherwise on the following Business Day.

### **24. Licence**

The Hirer has permission only to use the Venue for the Hire Period and no tenancy or other right of occupation is given to the Hirer in respect of any Premises.

- 25.** The Council reserves the right to modify, add to or change the terms of this Agreement, any rules or documents referred to in this Agreement and any other policies at any time and any such modifications, additions or changes will be effective immediately on being notified to the Hirer.