

TERMS AND CONDITIONS OF HIRE FOR WARMINSTER CIVIC CENTRE

1 Interpretations

- a) The 'Council' means Warminster Town Council and officers authorised by them to perform any particular duty.
- b) The 'Centre' means the property and adjacent grounds owned by the Council.
- c) The 'Manager' means the Manager of the Centre or any authorised officer of the Council, performing management duties at the Centre from time to time.
- d) The 'Hirer' means the person making an application on behalf of the organisation or individual.
- e) 'Contract of Hire' means the formal written particulars of an organisation's or individual's use of the Centre and the rules and regulations contained therein, which shall be deemed to include these terms and conditions of hire.

2 Hirers' Responsibilities

- a) The Hirer shall agree all arrangements for seating, decorations, scenery, or structures of any description with the Manager at least two weeks prior to the commencements of hire, and shall agree to abide by the licensing regulations in force at the time of hire.
- b) No additional lighting effects or electrical equipment shall be introduced into the premises without having had the approved Portable Appliance Testing labels and the previous consent of the Manager
- c) The Hirer shall not bring or permit to be brought on to the premises any explosives, inflammable spirits or fireworks of any kind or without consent install any portable heaters of any type.
- d) The Hirer shall not without the prior written agreement of the Manager use or permit to be used any naked lights, any inflammable material, costume, decorations or scenery on the premises and shall not allow any act or performance to take place on the premises which might endanger persons on the premises or the premises themselves.
- e) No wax or powder shall be placed on the floor.
- f) The Hirer shall not use the premises for any purpose other than that described on the booking form.
- g) The Hirer does not have the right to assign or sublet any of its rights or liabilities under the contract of hire to any other person or persons.
- h) The Hirer shall ensure that the maximum capacity of the premises as outlined on the booking form is not exceeded.
- i) The Hirer shall be responsible for maintenance of good order and sufficient supervision at the premises.
- j) The Hirer shall keep all gangways, doorways, passages, entrances and exits unobstructed and shall keep the entrances and all exits of the premises unlocked whilst the function is in progress.
- k) The Hirer shall not give or permit the giving of any gratuity to any member of staff.

3 Bookings

- a) Terms and conditions should be read in conjunction with the pricing structure and booking forms, and are available from Warminster Civic Centre, Sambourne Road, Warminster BA12 8LB. Online at www.warminster.gov.uk
- b) Warminster Town Council reserves the right to refuse any bookings or to impose any special conditions or restrictions but subject to a right of appeal to the Council.

4 Charges

- a) Charges for the use of facilities shall be those determined by the Council, as outlined in the accompanying scale of charges. The Council reserves the right to alter charges without notice.
- b) Customers will be charged the hire charge in force at the time of the event, not at the time of booking.

5 Payment

- a) Deposits must be paid in advance to confirm any bookings. For one-off events a deposit of 50% inclusive of VAT, is required, and the balance must be paid 28 days before commencement of the event. For weekly/monthly events booked up to one year in advance, balances will be invoiced in advance each month and shall be paid within 30 days of receipt of the invoice. In the event of non-payment by such date the Council reserves the right to take legal action to recover the amounts owed.
- b) Payments can be made by cash, cheque or directly into the Warminster Town Council bank account, sort code 40-45-23, account number 91001000. Cheques should be made payable to Warminster Town Council.
- c) All correspondence relating to accounts should be addressed to Warminster Town Council, Warminster Civic Centre, Sambourne Road, Warminster, Wiltshire, BA12 8LB.

6 Cancellation

- a) Should the Hirer wish to cancel their booking they will become liable for the appropriate charge as outlined in the booking form.
- b) The Council reserves the right to cancel the use of any premises under exceptional circumstances (for example fire or flood). All money paid in respect of the booking will be refunded. The Council will not be liable for any other expenditure or loss sustained, directly or indirectly, by the Hirer or the organisation arising from the cancellation.
- c) In some situations, it may be necessary for a booking to be moved to another room in the Centre. Should this be deemed necessary, the client will be advised of this no less than 48 hours prior to the event.

- e) Should the number of attendees for an event increase or decrease significantly, the booking may be moved to another room at the discretion of the Manager. The Hirer will be advised in this instance.

7 Damage to or Loss of Property

The Council accepts no liability for damage to, or loss of, any property or articles or things whatsoever, placed or left at the Centre or any part thereof, by any organisation, or any member of any organisation or any individual.

8 Damage Caused

- a) The Council reserves the right to demand a damage deposit, which shall be subject to appropriate deduction in the event of damage being caused to the Centre, fixtures and fittings.
- b) The Hirer shall pay the Council on demand the amount of any damage (fair wear and tear excluded) caused to the Centre by the Hirer or any person participating in an event at the invitation of the Hirer. The Manager and the Town Clerk, whose decision shall be final, shall certify the amount and provide the Hirer with an explanation of the costs.

9 Indemnity

- a) The Hirer shall indemnify the Council in respect of the Hirer's legal liability only for all claims, damages to or loss of property belonging to any person and for any personal injury to or the death of any person during the course of or in consequence of the hiring save insofar as the same arises out of any act, omission or negligence on the part of the Council.
- b) The Hirer shall indemnify the Council for the Hirer's legal liability only against all claims, demands, actions and proceedings in respect of any infringement of copyright by an unauthorised performance or use of recording apparatus or contrivance at the Centre by the Hirer or their agent.
- c) The Hirer shall not play or permit to be played recorded or broadcasted music in the Centre, or perform any work which will infringe any copyright. Guidance on compliance with regulations may be sought from the staff.
- d) Whenever the function includes the public performance of any copyright work, the Hirer must secure from the appropriate persons or bodies the right to have such works performed or produced and must reimburse the Council all sums of money which the Council may have to pay in respect of such performance or by reason of any infringement of copyright occurring during the hiring.

10 Hirer to Insure if Required

If required by the Council, the Hirer shall effect, before the date of the hiring, insurance in the joint names of the Council and the Hirer against the Hirer's liability to third parties in connection with the hiring for an amount to be prescribed by the Council and shall produce evidence of such cover to the Council.

11 First Aid

- a) First Aid requirements should be reviewed by the Hirer as Council employees are NOT available to administer First Aid. The Hirer may be requested to provide suitable qualified First Aid cover if deemed necessary by the type of activity undertaken.
- b) In the event of an accident or injury the Hirer should immediately notify the Manager who will deal with the incident. All injuries/accidents should be dealt with in this way and recorded.

12 Catering

- a) The Council reserves the exclusive right to sell all refreshments, beverages and foodstuffs for consumption within the Centre either by itself or through its agents.
- b) The Food Standards Agency says that in general food that needs to be chilled, such as sandwich fillings, should be left out of the fridge for the shortest time possible. If it is left at room temperature for a long time, bacteria can grow or toxins can form and both of these could cause food poisoning. If you are preparing a buffet you should try to keep food out for the shortest time and not more than four hours. After this time, any remaining food should be thrown away or put back in the fridge, but if you do put the food back in the fridge do not let it stand around at room temperature if you serve it again. All hirers should be aware of the current advice.

13 Sale of Alcohol

At the Civic Centre the exclusive sale and consumption of alcohol, must be on the premises. The Civic Centre has a licence for off-sales and you may be asked for purchases on the premises to be resealed and taken off the premises, as opened beverages may not be taken out. Raffles which involve the possible winning of alcoholic prizes can not be played by under 18s. When prizes are awarded they must remain sealed and then consumed off the premises.

14 Broadcasting and Filming Rights

No Hirer booking the facility may grant broadcast rights (whether sound, television, cable, satellite or internet) to any third party in respect of any event to be held at the Centre, without the prior written consent of the Council. If such consent is given, the Council reserves the right to take part in negotiations, to be a party to the terms and conditions of any agreement reached and to take all or a share of any income and publicity delivered therefrom.

- 15 Photographs and Video Recording**
Photographs for professional use and publication thereof must not be taken in the Centre without the permission of the Manager. The use of video recording equipment is likewise not allowed in the Centre without the permission of the Manager. (This does not apply to Council meetings as legislation states all Council meetings can be filmed or recorded.)
- 16 Sale of Goods**
The Hirer shall comply with the code of conduct for occasional sales issued by the Council and appended to these conditions (if appropriate).
- 17 Advertising**
The Hirer shall not advertise, fly post or publicity announce any event to take place in the Centre without first confirming the booking and obtaining prior approval from the Manager.
- 18 Gambling**
No sweepstake, raffle or any other kind of lottery shall be promoted, conducted or held on the premises except such lotteries as are deemed to be lawful by virtue of any enactment relating to the Betting, Gambling and Lotteries Act 2005 for which approval has been given by the Council in writing.
- 19 Smoking**
Warminster Town Council operates a total ban on smoking inside all Council-owned premises.
- 20 Animals**
With the exception of specified, approved events and assistance dogs, animals are not admitted within the Centre.
- 21 Vacation of Premises**
The Hirer shall ensure that all guests and outside service providers have vacated the premises by the HIRE FINISH TIME on the booking form. The part or parts of the facility used are left in a tidy and orderly condition at the end of each period of use. The Council reserves the right to levy an additional cleaning charge should the premises be left in such a state as to necessitate additional cleaning.
- 22 Licences**
If it is necessary for the Council to apply for an extension or variation of the terms of any licence issued to the Council or for any special order of exemption from the terms of such a licence, the Hirer shall not advertise the provisions as to licensing at the function until after the application has been considered, and shall pay the Council's necessary expenses for so doing, including the licence fee.
- 23 Stage Entertainment**
The Hirer must comply with the terms and conditions of the Council's licence for the performance of stage entertainment for events that require them. The Hirer to provide staff to cover ticket collecting on the day of the event if required.
- 24 Additional and Special Conditions**
- a) The Council reserves the right to impose additional conditions or to vary the conditions on any hiring provided that notice thereof is given to the Hirer not less than 48 hours before the commencement of the function if practicable.
 - b) Any event that may be of an explicit nature must be advertised, promoted and sold as being for over 18s only. Any event of this kind is subject to the Manager's permission, and any event that is deemed as explicit by the Manager for which they have not been notified prior to the event is subject to immediate closure of that event. The Hirer shall accept all liability in the event that this happens.
 - c) For any events that include children amongst the group, the Hirer must ensure that all children are supervised by an adult after the hours of 21.00
 - d) Depending on the nature and scale of the event the Council may levy charges for 'Security personnel' onto the Hirer
- 25 Performing Rights Society**
It is the responsibility of the Hirer to ensure that all PRS returns, programme details and box office information should be forwarded to the Council no later than seven days after the final performance, if required.
- 26 Failure to Observe Conditions**
If the Hirer shall fail to observe or perform or secure the due observances or performance by others of these Conditions, the Council may without notice forthwith cancel the Hirer's booking and any rights of the Hirer shall thereupon cease. Such cancellation shall not release the Hirer from any of their obligations or affect any right to remedy which the Council may have and the Council shall be entitled to retain for their own use and benefit any moneys paid by way of deposit and to sue for any balance outstanding.

27 Data Protection

The Town Council may on occasion wish to take photographic images of its services and events where the users of the service or event may be present. Users by virtue of their booking and being part of a service or event are advised that these images maybe used for future promotion and marketing. As required by the Date Protection Act, the Council recognises the rights of individuals to their photo image and will not use or retain any images taken of individuals without their express permission, but may use an individual’s image without permission where they are part of a group.

28 Force Majeure

Neither party shall be liable for damages or have the right to terminate this agreement for any delay or default in performing, if such delay or default is caused by conditions beyond its control including but not limited to natural disasters, human events (such as wars, riots or other major upheavals) and performance failures outside the control of the contracting company.

All Terms and Conditions are herewith agreed to.

Signature.....

Name.....

Organisation/Business.....