

TERMS AND CONDITIONS OF HIRE FOR THE CIVIC CENTRE**1. Interpretations**

- a) The "Council" means Trowbridge Town Council and officers authorised by them to perform any particular duty.
- b) The "Centre" means the property and adjacent grounds owned or operated by the Council.
- c) The "Manager" means the Manager of the Centre and 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.
- e) "Contract of Hire" means the formal written particulars of an organisation'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. Hirer's 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 commencement 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 nor 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 without the permission of the Manager.
- 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 Trowbridge Civic Centre, Trowbridge Town Council, St Stephen's Place, Trowbridge, Wiltshire, BA14 8AH.
- b) Trowbridge Town Council reserve 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 booking and is charged at £250+VAT or full payment if less than this value. For ALL one-off events, the balance must be paid no later than 7 days before commencement of the event, for weekly/monthly events booked up to one year in advance, balances will be invoiced each month and shall be paid within 30 days after 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) All cheques and money orders should be crossed and made payable to Trowbridge Town Council. All correspondence relating to accounts should be addressed to Trowbridge Town Council, St Stephen's Place, Trowbridge, Wiltshire, BA14 8AH.

6. Cancellation and Postponement

- a) Should the Hirer wish to cancel their booking they will become liable for the appropriate charge as outlined in our standard rates.
- b) Should the Hirer wish to postpone their booking, they may do so up to two weeks prior to an event, with a penalty of 10 % of the value of the booking charged as a postponement fee. Any postponed booking must take place within six months of the original planned date, and no further postponements will be permitted.
- c) The Council reserves the right to cancel the use of any premises at any time and for whatever reason. All monies 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.
- d) 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 their 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.

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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. Damages

- 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 and/or its 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 by the Hirer. The Manager and the Town Clerk whose decision shall be final shall certify the amount.

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 his agent.
- c) The Hirer shall not play or permit to be played recorded or broadcasted music, or perform any work, which will infringe any copyright. Guidance on compliance with regulations may be sought from the Manager.
- 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 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 permitted to administer First Aid.
- b) In the event of injury, the Hirer should immediately alert the Manager who will deal with the incident. All injuries/accidents should be dealt with in this way and recorded. The Hirer may be requested to provide suitable qualified First Aid cover if deemed necessary by the type of activity undertaken.

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. Dispensation to Clause 12 may on occasion be granted by the Facilities Manager who has the discretion to allow food to be consumed which individuals have brought on site and shall be subject to written confirmation. Venue staff reserves the right to ask customers to consume food and drink not purchased through the venue off the premises or to confiscate.
- b) The food for cold buffets will, according to Environmental Health Officers stay in a fresh condition for up to 2 hours from delivery provided it is kept out of direct sunlight, and is not kept in an unnaturally warm location or close to a radiator. Our contract caterer delivers cold buffets to site no more than 30mins before the scheduled lunch break. Please note our duty staff will remove any leftover food at the stated finish time of the lunch break, any food items such as fruit and cake will be placed into a fridge and made available for any afternoon break, the remaining food will be disposed of. If you would like different arrangements to be made with leftover food please speak to one of our members of staff.

13. Sale of Alcohol

At the Civic Centre the exclusive sale and consumption of alcohol, soft drinks and hot beverages must be on the premises. The Civic Centre has a licence for off-sales and you may ask for purchases on the premises to be resealed and taken off the premises, as opened beverages may not be taken. Raffles which involve the possible winning of alcoholic prizes cannot be played by under 18s. When prizes are awarded they must remain sealed and then consumed off the premises. At Longfield Community Centre all events involving the consumption of alcohol must be authorised by Civic Centre management and require SIA registered door staff to be employed at an additional cost to the Hirer.

14. Broadcasting and Filming Rights

No Hirer booking the facility may grant broadcast (whether sound, television, cable or satellite) rights 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 party to the terms and conditions of any agreement reached and to take all or share in any income and publicity derived therefrom.

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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 recording equipment is likewise not allowed in the Centre without the permission of the Manager.

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, flypost or publicly 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

- a) The Town Council operates a total ban on smoking in all Council-owned properties.

20. Animals

- a) With the exception of specified, approved events and assistance dogs, animals are not permitted within the Centre.

21. Vacation of Premises

- a) 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 to be left in a tidy and orderly condition at the end of each period of use. All refuse is to be removed from site by the event organiser. 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

- a) If it is necessary for the Council to apply to the Wiltshire Licensing Department for an extension or variation of the terms of any licence issued by them to the Council or for any special order of exemption from the terms of such licence, the Hirer shall not advertise the provisions as to licensing at the function until after the appropriate authorities have considered and dealt with the Council's application and shall pay the Council's necessary expenses for so doing, including the licence fee.

23. Stage Entertainments

- a) The Hirer must comply with the terms and conditions of the Council's licence for the performance of stage entertainment in respect of any function to which such licence applies.
- b) For all events that require seating to be numbered and marked by rows, it is the duty for the Hirer to carry out this work. Any adhesive labels stuck to the hall chairs MUST be removed by the hirer at the end of the event. The Council reserves the right to levy an additional cleaning charge should the seating be left in such a state as to necessitate additional cleaning.
- c) The Hirer must supply their own staff to act as 'Ushers' for events that require them, it is also the responsibility of the Hirer to provide staff to cover the 'Box office/Ticket collecting' service on the day of the event.

24. Additional and Special Conditions

- a) The Council reserves the right to impose additional conditions on, or to vary the conditions of, 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 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 of 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) Any events or private parties/functions which include children amongst the group 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

- a) It is the responsibility of the Hirer to ensure that all set lists or any other information in regards to PRS returns, including programme details and box office information, should be forwarded to the Council no later than seven days after the final performance. All PRS charges to the council are charged as additional cost to the hirer, on top of the venue hire, at £40+VAT.

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 his obligations or affect any right to remedy which the Council may have and, notwithstanding the provisions of Clause 9 hereof, the Council shall be entitled to retain for their own use and benefit any monies 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 may be used for future promotion and marketing. As required by the Data Protection Act, the Council recognises the rights of individuals to such images 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:

Date:

Organisation:

