

LETTING OF ROOMS IN \_\_\_\_\_ COMMUNITY CENTRE

The Management Committee in all cases will require the following Booking Form to be completed. No date will be booked until the application has been accepted by the Management Committee/Community Services Officer.

TO: Management Committee/Community Services Officer \_\_\_\_\_ Community Centre

Name and Address of Person / Organisation / Group: \_\_\_\_\_

Contact Numbers: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Room(s) Required	Date	Times From – To	Purpose
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I have read the current Conditions of Letting relating to the rooms in \_\_\_\_\_ Community Centre and hereby make Application to hire the above Room(s) for the above mentioned purpose(s) on the date(s) and times as stated above, subject to the said Conditions

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed \_\_\_\_\_

On behalf of \_\_\_\_\_ Person / Organisation / Group

Position in Organisation / Group \_\_\_\_\_

Address \_\_\_\_\_

I hereby accept the above Application

Date \_\_\_\_\_ Signed \_\_\_\_\_

*Newry, Mourne and Down District Council will use the information you provide for the purpose of keeping you advised of the status of your booking and to manage the use of Community Centres. The information provided will be held and stored by Council in accordance with the Data Protection Act 1998 and will not be disclosed to other organisations, except where it is necessary for us to comply with the law and to provide this service*

## **CONDITIONS OF LETTING FOR COMMUNITY CENTRE**

- 1** All persons wishing to hire any of the public rooms in the Community Centre shall complete the official Booking Form. No date will be confirmed until the completed Booking Form is accepted by the relevant Management Committee/Community Services Officer.

The booking shall be personal to the Hirer and the right to use the Venue shall not be sublet, assigned or otherwise transferred; the Hirer shall not assign the benefit or burden of any part of the Agreement, or sublet or subcontract any part of the facility without the prior written consent of the Council.

## **2 Indemnity and Insurance**

2.1 Persons wishing to book Community Facilities will not be asked to provide evidence of Public Liability Insurance unless they are providing educational classes, training or coaching classes, advice services, etc in which case a minimum of £5 million Public Liability Insurance must be submitted in advance of the event to the Management Committee / Community Services Officer.

2.2 In the event of the Hirer arranging for any activity which the Council would deem 'high risk' then higher rates of Insurance will be required (these include bouncy castles, crèches, nurseries) all of which require a minimum of £10 million Public Liability Insurance cover.

2.3 The Hirer will provide proof of insurance cover to the satisfaction of the Council no later than 7 days before the date of the period of Hire. Failure to comply with this requirement will lead to the cancellation of the booking for the hiring of the Venue

2.4 The Council is not responsible and will not accept liability for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s) sustained by any person in connection with the period of Hire.

2.5 The Hirer is responsible for all safety aspects of the Venue prior to, during or subsequent to the period of Hire and must accept liability for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s) sustained by any person(s) in connection with the period of Hire.

2.6 The Hirer agrees to indemnify the Council against all claims, actions, demands, proceedings, cost or awards in respect of any loss, damage, injury or death to persons or property engaged by or assisting the Hirer.

2.7 The Hirer will be required to produce evidence of the existence of Public Liability Insurance at such level as required by the Council in respect of any exhibitor, ground entertainer, sub-contractor or caterer which the Hirer has instructed or authorised to appear during the period of Hire.

## **3 Refusal of booking, variations and cancellation**

3.1 The Council reserves the right to refuse any application for the hiring of a Venue but the reason(s) for refusal must be given in writing to the Hirer

3.2 The Council reserves the right to withdraw permission to use the Venue. However, the Council will repay any deposit paid on cancelling a hiring but shall be under no liability for any expense incurred or loss sustained by the Hirer as a result of the cancellation.

3.3 The Council reserves the right to vary the conditions of the agreement between the Council and the Hirer at any time on the giving of 7 days' notice. Any variations so made

shall be deemed to be incorporated within these Conditions. The Hirer may, within 7 days of receipt of such notice, terminate this agreement.

3.4 Cancellation by the Hirer must be received 2 days prior to the date of the Booking.

3.5 If cancellation of the booking is not received 2 days prior to the date of Booking the Hirer shall be liable to the Council for the whole of the hire charge together with any additional expenses incurred by the Council subject to the discretionary power of the Council to vary this provision in appropriate cases.

3.6 Hirers who do not take up their commitment for any reason or fail to notify the Council in writing of cancellation shall forfeit any hire charge paid and shall be liable to the Council for the whole of the hire charge together with any additional expenses incurred by the Council as a result of the cancellation.

3.7 Substitution and amendment of the nature of the booking must be notified to the Council who reserve the right either to cancel the booking or amend the hire fee as it considers appropriate. In the event of such cancellation, the Hirer shall be liable as stated in Clauses 3.4 and 3.5 above.

3.8 The Council accepts no responsibility for the non-arrival of application forms, remittances or cancellations.

3.9 Except as may be provided for under any other facility booking or hire conditions the Council will not or directly permit any individual, group or organisation to make block bookings in respect of its facilities.

#### **4 Emergencies**

The Council shall have the right to cancel any booking forthwith in the event that the Venue is affected by an emergency of any kind. The Council will consider refunding part or all of any fees and charges paid and such amount shall be at the Council's sole discretion.

#### **5 Use of the Venue**

5.1 All litter and refuse generated during the period of Hire shall be removed from the Venue by the Hirer. Should the Venue not be cleaned to the satisfaction of the Council, a further charge shall be levied for the clearance of any remaining litter which includes the spread of any litter from the Venue that is directly attributable to the period of Hire.

5.2 The Hirer must at all times take good care of the Venue and will be responsible for any damage to the Venue or any part of it or any equipment or other property of the Council whether forming part of the hire or not.

5.3 The property of the Hirer and the Hirer's agents must be removed at the end of the period of hire or by a time and date to be agreed with the Council. The Council accepts no responsibility for any property left on the Venue before, during or after the hire period.

5.4 If the Hirer fails to perform any of its obligations set out in Clauses 5.1 and 5.2 above the Council reserves the right to perform any such obligations and any costs incurred by the Council in the performance of such obligations shall be borne by the Hirer.

5.5 The Hirer is responsible for the administration, organisation and running of the period of Hire and for having sufficient stewards and officials to fulfil these conditions.

- 5.6 The Hirer is responsible for the supervision and control of event participants, officials, visitors and spectators.
- 5.7 The Hirer shall not be permitted to remove or obscure Council notices or placards displayed at the Venue without the prior written consent of the Council.
- 5.8 The Hirer shall not excavate or drill pinning holes into the Venue except with the prior written consent of the Council.
- 5.9 The Hirer shall ensure that any unwanted liquids are removed from the Venue and not disposed of into the sewage system or on the Venue.
- 5.10 The Hirer shall ensure that no vehicles are parked or driven across any public footpath located within the Venue except with the prior written consent of the Council.
- 5.11 The Hirer shall ensure that pedestrians are allowed unrestricted access along any public footpath located within the Venue.
- 5.12 The Hirer shall not interfere with or make any alteration to the layout or arrangement of the Venue without the prior written consent of the Council.
- 5.13 The Hirer shall ensure that no noise nuisance shall be caused to occupiers of properties surrounding the Venue or users of the immediate surrounding area of the Venue.
- 5.14 The Hirer will ensure that the period of Hire is only run between the times approved by the Council. This includes all setting up, breaking and clearing/cleaning up operations.
- 5.15 The Hirer must ensure that all members of the public and visitors to the Venue have unrestricted access to any permanent public toilet facilities located within the Venue.
- 5.16 The sale or consumption of alcoholic drinks is strictly prohibited.
- 5.17 The Hirer agrees that where the Venue is to be used in the dark, then he/she will provide appropriate lighting to cover all areas to which the public are admitted or have access.
- 5.18 The Hirer shall not bring into the Venue any article of an inflammable or explosive character or that produces an offensive smell, or CFC or any oil, electrical, gas or other apparatus without the written approval of the Council.
- 5.19 The Hirer shall obtain approval from the Council for the use of generators at the period of Hire. If such approval shall be granted the Hirer must ensure that any generators permitted during the period of Hire are operated in a safe manner and are segregated from the public, or are protected by suitable covers or barrier, so as to prevent access by members of the public.
- 5.20 The Hirer shall not bring, place or erect any sign furniture, fitting or structure, nor place or fix any additional or decorative lighting in or on any parts of the Venue without the prior written consent of the Council.
- 5.21 The use of any public address system at the period of Hire must be first agreed in writing by the Council and must be operated so as not to cause a noise nuisance in breach of Clause 5.14. Any necessary licences must be obtained by the Hirer.

5.22 The Hirer shall repay to the Council on demand the cost of reinstating, repairing or replacing or cleansing any part of or property at the Venue if damaged, destroyed, stolen or removed prior to, during or subsequent to the period of hire if related (either directly or indirectly) to or by reason of the hiring. The Council's fully vouched valuation of the cost of repair/reinstatement/replacing or cleansing is not negotiable.

5.23 No Smoking is permitted on Council premises or in Council owned vehicles. Smoking may be permitted on Council property outside of buildings, provided this does not promote an inappropriate image of the Venue.

5.24 The Hirer will observe at all times any bye-laws in force with respect to the Venue and will comply with any requirements of the Council's insurers.

## **6 Right of Entry**

6.1 Authorised Council officers or Members shall be permitted entry to the Venue at all times during the period of hire.

6.2 The Council reserves the right to refuse admission or to evict any person from the Venue.

6.3 The Council reserves the right to fix a maximum limit for the number of persons attending during the period of Hire

## **7 Prohibition**

7.1 The Hirer shall not stage or engage in any activities that might be deemed to be ancillary to the main purpose of the booking or which require any Statutory Authority or Licence to be granted, e.g. catering, stalls, raffles and any other fund raising/income earning activities without the prior written consent of the Council.

7.2 The Council reserves the right to ask the Hirer why he/she is hiring the facility and what it will be used for. Further the Council reserves the right to refuse hire of a facility where it does not agree with the intended use such reasons for refusal must be provided in writing to the Hirer.

7.3 The Council wishes to promote inclusive and neutral facilities and the Hirer should therefore not display any flags, emblems or other potentially offensive objects

## **8 Broadcasting and Television**

The Hirer may not carry out or allow or permit to be carried out any photography, filming, video recording, taping, television or radio broadcasts or any other recording of any kind during the period of Hire without the prior written consent of the Council. If such consent is given, the Council reserves the right to be a party to any negotiations and the terms and conditions of any agreements reached and to share any income and publicity derived therefrom.

## **9 Permits and Licences**

9.1 The Hirer shall ensure that any licence, permit or other consent which may be required is obtained, whether from the Council or otherwise, before the period of Hire takes place and shall, where requested, produce to the Council on demand copies of such licence, permit or consent. If any such licence, permit or consent has not been obtained, the Council reserves the right to cancel the booking forthwith.

9.2 The Hirer will be responsible for exhibiting such licences, permits or consents as required by the issuing body during the period of Hire.

9.3 Nothing shall be done by the Hirer that shall or may contravene the terms and conditions of any licence, permit or consent issued in respect of the Venue.

## **10 Health and Safety**

10.1 The Hirer agrees that the Council's involvement in the period of Hire is strictly limited to its capacity as land/premises owner and the Council has no responsibility for the organisation or management of the period of Hire.

10.2 Where required by the Council, the Hirer agrees to undertake effective Risk Assessments and formulate a management plan for the period of Hire and to ensure that all participants and contractors comply with all relevant Health and Safety and Fire Safety Legislation or any other guidelines, relevant thereto at all times during the period of Hire and while preparing and clearing the Venue for the period of Hire.

10.3 The Hirer is responsible for ensuring that the Venue is a safe and suitable location for the period of Hire, including emergency access and egress, any particular site features or hazards and the condition of the ground. - No warranty or guarantee in respect of these matters is given by the Council to the Hirer.

## **11 Catering**

All caterers operating during the period of Hire must comply fully with the requirements of all current Food Safety Legislation and guidance, and any instructions given by any Environmental Health Officer (whether employed by the Council or third party agency).

## **12 Traders**

No commercial traders will be permitted to trade during the period of Hire without the prior written consent of the Council (and if so permitted, any licenses required shall be the responsibility of the Hirer to arrange or check they are in place).

## **13 Collections or Lotteries**

No collections, games of chance, sweep stakes, lotteries or betting of any kind may be conducted at the Venue without the prior written consent of the Council – as above.

## **14 Property not removed**

The Council may remove and store any property that is left by the Hirer in or upon the Venue after the period of hire. The Hirer shall repay to the Council on demand the costs of such removal and storage. The Council shall not be held responsible for any damage to or theft of property by or during its removal or storage.

The Council shall be entitled to sell or otherwise dispose of any property not claimed by the Hirer at the end of 28 days from written notification being given to the Hirer that same is available for collection. The proceeds of any such disposal shall belong to the Council.

## **15 Child Protection**

The Council, together with all other organisations, is required to take reasonable measures for the protection of children and vulnerable adults when they are subject to Council regulations, jurisdiction and events run by the Council. Accordingly, where hire is exclusively or primarily for young people, the Hirer should have in place a Child Protection Policy and relevant Insurance in place, and provide a copy to the Council. If the Hirer does not have such policies as a minimum requirement the Hirer must accept and apply the standard of care outlined in the Council's Child Protection Policy but will still be required to produce evidence of appropriate insurance.