

## **APPENDIX 1**

## **CONDITIONS OF HIRE FOR USE OF COUNCIL FACILITIES**

### **1. Definitions**

- 1.1 "the Conditions" means these booking conditions which shall form part of the contract between the Council and the Hirer.
- 1.2 "the Council" means Newry, Mourne and Down District Council and includes its successors in title.
- 1.3 "the Hirer" means the company/representative of the organisation or individual who is booking the period of Hire and whose details are on the booking form. This booking is personal to the Hirer and may not be transferred or sublet to any other person.
- 1.4 "the Venue" means the location booked for the period of Hire as detailed on the Booking Form.
- 1.5 "an Individual" means a single human being.
- 1.6 "a Group" means a set of people who have the same interest(s) and organise themselves to come together at the same place and time.
- 1.7 "Booking Form" is the booking form completed by the Hirer and attached hereto.

### **2 Booking**

- 2.1 No booking shall be regarded as a confirmed until the completed and signed booking form has been provided to the Council and the Council has confirmed the booking in writing.

### **3 Payment**

- 3.1 Hire of Council facilities is priced as per the schedule of charges for — and in accordance with — the general terms and conditions of each Venue.
- 3.2 The Council has the discretion to require advance payments from the Hirer where any of the following apply:
  - a) The Hirer is an individual;
  - b) The Hirer is a group that does not regularly hire Council facilities;
  - c) There have been issues with late payment and/or outstanding debt incurred by the Hirer;
  - d) The booking is for the hire of a Council sports pitch.
- 3.3 Hire Charges must be paid in full within 30 days of the date on the invoice.
- 3.4 Where a Hirer fails to pay outstanding hire charges in accordance with Clause 3.3, the Council will apply a debt collection procedure in line with its debt collection policy.

### **4 Deposit**

- 4.1 A deposit may be requested and must be paid to the Council 7 days prior to the period of Hire. A deposit will be forfeited in the event of any damage or loss to the Venue or held as part payment of any necessary making good. The Hirer will be liable for the full costs of any damage.

- 4.2 Where a deposit has been requested, notice of cancellation must be received within 7 days of the date of the booking. In the event of the Hirer not providing 7 days' notice of cancellation, the Council will retain any deposit monies that have been paid.

## 5 Charges

- 5.1 The cost of hire will be in line with the pricing structure set by the Venue's service area. All pricing structures will differentiate between commercial and non-commercial hire.
- 5.2 In order to be eligible for the non-commercial rate, the Hirer must be either a registered charity, and be able to provide a registered charity number as proof of same; or a constituted community/voluntary group, in which case the Hirer must provide a copy of the most recent AGM minutes and a list of committee members.
- 5.3 Groups or organisations that cannot prove their eligibility for non-commercial rates based on the above criteria will have their bookings regarded as commercial and will be subject to the commercial rates set within the pricing structure of the Venue's service area.
- 5.4 However, where the hire is consistent with achieving one or more of the Council's corporate objectives for the Venue's service area, an application can be made for non-commercial rates to be applied, which will be assessed and considered under the Council's scheme of delegation.
- 5.5 Please refer to the pricing schedule of each Council venue/facility for further information on hire charges.

## 6 Exclusions

- 6.1 The hire and use of facilities will not be granted to:
- a) A Hirer who fails to comply with any aspect of these Venue hire terms and conditions;
  - b) Anyone under the age of 16 years (Proof of identity/age may be required).
- NB: Exclusion not applicable to casual bookings in the Council's Leisure Facilities);**
- c) A Hirer who intends to use the Venue for an activity that breaches NI law.
- 6.2 The Council may refuse to hire Council facilities if the proposed Hirer has outstanding debt owing to the Council.

## 7 Cancellations

- 7.1 Cancellation of a booking must be notified to the relevant Venue by the Hirer and the effective date will be the receipt of such information by the Council.
- 7.2 Unless stated to the contrary in the Booking Form completed by the Hirer, if the hire is cancelled more than 24 hours in advance of the date on which it is due to commence, the Hirer shall not be liable for any hire charges. In the event of non-usage or notice of cancellation being received by the Council less than 24 hours in advance of the date on which the hire is due to commence, the Hirer shall be responsible for 100% of the hire costs. In cases where a different cancellation policy is noted on the Booking Form completed by the Hirer, the cancellation terms and conditions noted thereon shall apply.
- 7.3 Substitution and amendment of the nature of the booking must be notified in writing to the Council, which reserves the right either to cancel the booking or amend the hire fee as appropriate. In the event of the booking being cancelled due to as substitution or amendment to it cannot be made, the Hirer shall be liable, as stated above.

- 7.4 The Council reserves the right to cancel any booking forthwith in the event of the Venue being affected by an emergency or unexpected event of any kind. In such circumstances, the Council will consider refunding part or all of any fees and charges paid, but the amount will be at the Council's discretion. Where the Council cancels a booking in the circumstances outlined above, it shall not be liable for any loss incurred by the Hirer as a result.
- 7.5 The Council reserves the right to cancel any booking that is made in circumstances where the Hirer has breached the terms and conditions in this document.
- 7.6 The Council accepts no responsibility for the non-arrival of application forms, remittances or notifications of cancellations.

## **8 Block Booking**

- 8.1 A booking made for 10 or more weeks/sessions is considered to be a block booking.
- 8.2 Applications for block bookings will be invited at least once a year (or more depending on the service area of the Venue).
- 8.3 Where demand outstrips supply, block bookings will be allocated in the following order of priority:
- 1) Sessions arranged by the Venue for the general public;
  - 2) Existing or established bookings that are open to the general public;
  - 3) New bookings for activities that are open to the general public;
  - 4) Existing bookings for activities that are not open to the general public;
  - 5) New bookings for activities that are not open to the general public.
- 8.4 Where two or more groups with equal priority status apply for the same slot, it will awarded on a first-come, first-served basis.
- 8.5 Where a Hirer wishes to apply for continuous use/hire of Council facilities through a lease, licence or service level agreement (SLA), they must make their request in writing to the Council.

## **9 Use of the Venue**

- 9.1 The Hirer is required at all times to take good care of the Venue and is responsible for any damage to the Venue or any equipment or other property of the Council, regardless of whether it forms part of the hire.
- 9.2 The property of the Hirer and the Hirer's agents must be removed by the end of the period of hire or by a time and date agreed with the Council. The Council accepts no responsibility for any property left on/at the Venue before, during or after the hire period.
- 9.3 If the Hirer fails to perform any of its obligations (as set out above), the Council reserves the right to perform them. Any costs that the Council incurs as a result of performing those obligations shall be borne by the Hirer.
- 9.4 The Hirer is responsible for the administration, organisation and running of the period of Hire and for having a sufficient number of stewards and officials to fulfil these conditions. It is the responsibility of the Hirer to ensure that their stewards are adequately trained and competent and adhere to and comply with the health and safety and safeguarding requirements of the Venue.

- 9.5 The Hirer is responsible for the supervision, management and control of event participants, officials, visitors and spectators and for ensuring adequate Fire Safety and Evacuation procedures are in place for any event.
- 9.6 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.
- 9.7 The Hirer shall not interfere with, or attach anything to, any item of street or park furniture.
- 9.8 The Hirer shall not excavate or drill pinning holes into the Venue unless they have the prior written consent of the Council.
- 9.9 The Hirer shall ensure that any unwanted liquids are removed from the Venue and are not disposed of into the sewerage system. The Hirer shall NOT bring into, or use in, the Venue any hazardous chemicals or inflammable substances.
- 9.10 The Hirer shall only bring to the Venue internal decorations, sets, scenery, props or any other material that are flame retardant.
- 9.11 Special effects, fireworks, pyrotechnics, strobe lighting and lasers and naked flames are not permitted unless prior consent has been received from the Council. Use of the above must be in accordance with legislative controls and manufacturer guidelines.
- 9.12 No electrical appliance or any other appliance owned by the Council may be altered, removed or in any way interfered with. In addition, no additional fittings or appliances are permitted to be installed in connection with any event without prior approval being obtained from the Council.
- 9.13 The Hirer must ensure that any portable appliance that is brought into/onto the Venue meets the standards required under the Electricity at Work Regulations (Northern Ireland) 1991. Portable appliance testing (PAT) certificates are the responsibility of the Hirer and may be requested by Council staff as part of the booking process. The Council may undertake random inspections of any portable equipment used by the Hirer in Council facilities to ensure compliance with these Regulations and take any action considered reasonable by the Council in relation to any issues that arise from that inspection.
- 9.14 The Hirer shall ensure that no vehicles are parked or driven across any public footpath located within the Venue without the prior written consent of the Council.
- 9.15 The Hirer shall ensure that pedestrians are allowed unrestricted access along any public footpath located within the Venue.
- 9.16 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.
- 9.17 Where the Council has agreed that the Venue shall be used for a funfair, the Hirer shall supply full details, including copies of certificates of examination, of all side shows and rides prior to the date the period of hire commences. The Hirer shall comply with and ensure that the operators of all rides comply with all statutory and other requirements with regard to the operation of a funfair to include any Council issued Funfair Policy.
- 9.18 If a play inflatable is being used, the Hirer shall comply with Council's procedure for the safe use of play inflatables in or on Council property. The procedure and the necessary forms can be found at: <http://www.newrymournedown.org/how-to-organise-an-event>

- 9.19 The Hirer shall ensure that no noise nuisance is caused to occupiers of properties that surround the Venue or users of the immediate surrounding area.
- 9.20 The Hirer will ensure that the period of Hire is only run between the times approved by the Council. This includes all setting up and breaking down and clearing/cleaning up operations. Bookings outside core operating times will be charged on a full cost recovery basis. Where a booking overruns and an extension to the period of hire has been agreed by both parties, the extra charge incurred will be as per the schedule of charges for the Venue.
- 9.21 The Council reserves the right to require the Hirer to provide at their own expense temporary sanitary accommodation that is it deems reasonable
- 9.22 The Hirer must ensure that all members of the public and visitors to the Venue have unrestricted access to any permanent public toilet facilities within the Venue.
- 9.23 The sale or consumption of alcoholic drinks is strictly prohibited, unless the Hirer has sought permission from the Council and received its written permission to sell and supply intoxicating liquor on the premises and has the necessary licence to do so.
- 9.24 The Hirer will not permit the operation or release of any high-flying object without the prior written consent of the Council and the Civil Aviation Authority.
- 9.25 It is the responsibility of the Hirer to liaise with the Department for Infrastructure's Roads and the PSNI regarding the impact the period of hire may have on traffic arrangements in the vicinity of the Venue. The Hirer agrees to comply with any requirements of the Roads Service and the PSNI regarding traffic management. If the event is a special event, as defined in the Roads (Miscellaneous Provisions) Act (Northern Ireland) 2010, the Hirer may be required to apply for a Road Closure Order.
- 9.26 The Hirer agrees that, where the Venue is to be used in the dark, they will provide appropriate lighting to cover all areas to which the public are admitted or have access.
- 9.27 The Hirer shall obtain approval from the Council for the use of generators at the Venue. If such approval is 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 barriers in order to prevent access by members of the public and are fitted with an appropriate noise limiter.
- 9.28 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.
- 9.29 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 9.17. Any necessary licences must be obtained by the Hirer.
- 9.30 The Hirer shall repay to the Council the cost of reinstating, repairing or replacing or cleansing any part of, or property at, the Venue if it is damaged, destroyed, stolen or removed prior to, during or subsequent to the period of hire. The Council's valuation of the cost of any repair, reinstatement, replacing or cleansing is not negotiable.
- 9.31 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.

## **10 Right of Entry**

- 10.1 Authorised Council officers or elected members shall be permitted entry to the Venue at all times during the period of hire.
- 10.2 The Hirer will follow all the reasonable instructions of Council officials regarding the use of the Venue during the period of hire.
- 10.3 The Council reserves the right to refuse admission or to evict any person from the Venue.
- 10.4 The Council reserves the right to fix a maximum limit for the number of persons attending the Venue during the period of Hire.

## **11 Assignment**

- 11.1 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 Venue without the prior written consent of the Council.

## **12 Prohibition**

- 12.1 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.
- 12.2 The Council reserves the right to ask the Hirer why they are hiring the Venue and what it will be used for.
- 12.3 The Council wishes to promote inclusive and neutral facilities and the Hirer should therefore not display any flags, emblems or other potentially offensive objects.

## **13 Hire of Council owned premises for political purposes**

- 13.1 Hire of Council owned premises for party political purposes or on behalf of a political representative, where such meetings are used to further the political aims and objectives of the party or individual concerned, must be restricted to premises that are available to the public generally and paid for at the full hire cost.
- 13.2 A Councillor may book Council owned premises for clinics on a casual basis free of charge, but the Councillor who makes the booking must be present throughout its duration.
- 13.3 Block bookings for the circumstances outlined in 13.1 and 13.2 will not be permitted.

## **14 Photography, broadcasting and television**

- 14.1 The Hirer may not carry out or permit any photography, filming, video-recording, audio recording, television or radio broadcasts or recording of any other 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.

- 14.2 The Hirer must ensure that no unauthorised images of children are created during the period of Hire.

## **15 Safeguarding**

- 15.1 Newry, Mourne and Down District Council is required to deliver measures that protect children and adults at risk from harm/in need of protection and apply them to all employees, elected members, casual workers, agency workers, volunteers, contractors and those using our facilities irrespective of their function, remit or role. Where the hire is exclusively or primarily for children or adults at risk/in need of protection, the Hirer should have in place a relevant safeguarding policy, which the Council may request sight of. If the Hirer does not have a relevant safeguarding policy, as a minimum requirement they must adhere to Newry, Mourne and Down District Council's safeguarding policy and procedures when using Council facilities.

- 15.2 The Hirer agrees to comply with all legal requirements and regulations for the safeguarding of children and adults at risk/in need of protection.

The Hirer must ensure that all of their relevant staff/volunteers have attended safeguarding training, undertaken the necessary Access NI checks and will provide the appropriate ratio of staff/volunteer supervision.

- 15.3 Where the hire relates to coaching or instructing activities, the Hirer agrees to provide confirmation from the relevant governing body that the "coach" or "instructor" is registered and authorised/qualified to deliver the relevant service.

## **16 Permits and Licences**

- 16.1 The Hirer shall ensure that any licence, permit or other consent which may be required is obtained, whether from the Council or another body, before the period of hire takes place and shall, where requested, provide copies to the Council. If a required licence, permit or consent has not been obtained, the Council reserves the right to cancel the booking forthwith. To allow sufficient time to process an application and carry out the necessary consultation process for entertainment licenses and events that require a Road Closure, the Council requires a minimum of 12 weeks' notice.

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

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

- 16.4 Where an application for the use of a venue requires an entertainment licence or a Road Closure Order, it may be refused if objections are received.

## **17. Fire, Health and Safety Regulations**

- 17.1 The Hirer shall comply fully with statutory requirements under health and safety legislation, the Council's health and safety policy, fire regulations and the Venue's fire evacuation procedures.

- 17.2 The Council reserves the right to request risk assessments, stewarding and security plans, event management safety plans and to inspect the Venue or equipment where appropriate. The Council will not

permit the use of facilities where there are any unaddressed health and safety concerns regarding the running of the event.

- 17.3 The Hirer must not exceed the maximum numbers of persons permitted in the Venue as per fire risk assessments, entertainment and liquor licence requirements and event risk assessments and is obliged to ensure that all attendees are aware of the Venue's evacuation procedures.
- 17.4 The Hirer may be required to submit site location, site/event layout and floor plans at an appropriate scale and additional information, as required by the Venue manager.
- 17.5 The Hirer must report all incidents and accidents that occur in the Venue or on adjoining Council lands during the period of hire to a member of Council staff immediately.
- 17.6 Smoking (including e-cigarettes) is not permitted in any Council building. Those who wish to smoke may use outdoor designated smoking areas if any are provided.
- 17.7 As outlined in 9.10, the Hirer must ensure that any equipment or materials used, including those used for sets and props, meet the required standard for surface spread of flame.
- 17.8 The Council does not make any warranty as to the suitability of the Venue and the Hirer should satisfy themselves as to the suitability of the Venue. The Hirer shall ensure that all relevant tests are carried out prior to using the Venue to ensure it is suitable for the event or activities to be carried on during the period of hire and for the equipment being used. The Council shall not be liable should the event be cancelled or postponed as a result of any act of a third party or any other statutory agency.

## **18 Indemnity and Insurance**

- 18.1 The Hirer is responsible for all aspects of safety at the Venue prior to, during and 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) during the period of hire.
- 18.2 The Hirer shall be responsible for and indemnify the Council against all claims for injury or death to any person or persons or damage to or loss of property, including the Council's property, however so arising in connection with the hire and shall enter into a public liability insurance policy and, if applicable, a policy of employers liability insurance each to the sum of £10,000,000 (Ten Million Pounds Sterling) for any one incident with an approved insurance company to cover the liability of the Hirer under this clause.
- 18.3 The Hirer shall be responsible for, and shall indemnify the Hirer against, any damage which may be caused as a result of the Hirer's use of the Venue, including damage caused to walls, buildings, erections or structures thereon or adjacent thereto the Venue howsoever arising out of the hire agreement.
- 18.4 The Hirer will be required to produce evidence of their public liability insurance policy that provides cover to the level required by the Council in respect of any exhibitor, ground entertainer, subcontractor or caterer that the Hirer has instructed or authorised to appear during the period of hire.
- 18.5 The Hirer will provide proof of insurance cover to the satisfaction of the Council no later than 7 days before the period of hire commences. Failure to comply with this requirement will lead to the cancellation of the booking.



## **19. Catering**

- 19.1 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 an environmental health officer (whether employed by the Council or a third-party agency).

## **20. Traders**

- 20.1 No commercial traders will be permitted to trade during the period of Hire without the prior written consent of the Council. It shall be the responsibility of the Hirer to arrange, or check they are in place, any licences, including street trading licences, that are required.

## **21 Property not removed**

- 21.1 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 any costs it incurs from such removal and storage.
- 21.2 The Council shall not be held responsible for any damage to, or theft of, property during its removal or storage. The Council shall be entitled to sell or otherwise dispose of any property that remains unclaimed 28 days after written notification has been sent to the Hirer to notify them that same is available for collection. The proceeds of any such disposal shall belong to the Council.

## **22 Licence Agreement**

- 22.1 Depending on the nature of the event or activity for which the Venue is required, the Council may require the Hirer to enter into a licence agreement to regulate the use of the Venue or another form agreement that the Council sees fit.

## **23 Protection of data**

- 23.1 The Council will treat all data it holds in relation to the Hirer and the booking in accordance with its privacy notice, the provisions of which can be found at [http://www.newrymournedown.org/media/uploads/privacy\\_notice.pdf](http://www.newrymournedown.org/media/uploads/privacy_notice.pdf)

## **24 Scope of this Agreement**

- 24.1 The validity, construction and performance of this agreement shall be governed by Northern Ireland law and shall be subject to the exclusive jurisdiction of the Northern Ireland courts to which the parties submit.