

Bradford on Avon Youth & Community Centre

Bradford on Avon Town Council • St Margaret's Street • Bradford on Avon • Wiltshire • BA15 1DE
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Terms and Conditions of Hire

1. Interpretations

- a) **The Council** means Bradford on Avon Town Council and Officers authorised by them to perform any particular duty.
- b) **The Centre** means the property and grounds owned by the Council.
- c) **The Manager** means the Manager of the Centre and any 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 ensure that no admission or re-admission to dances is permitted after 10.30pm and that dancing takes place in the Centre only.
- b) The Hirer shall agree all arrangements for seating, decorations, scenery, or structures of any description with the Manager at least 14 days prior to the commencement of hire, and shall agree to abide by the licensing regulations in force at the time of hire. (Failure to comply with 2b will result in an assumption from Bradford Town Council that you require an empty hall). No decorations shall be mounted that are likely to damage the walls/fittings of the hall (particularly through the use of Blue Tac or Sellotape).
- c) No additional lighting effects or electrical equipment shall be introduced into the premises without the previous consent of the Manager, who will appoint a competent electrician or lighting engineer to check its suitability. A charge may be levied for this service.
- d) The Hirer shall not bring, or permit to be brought onto the premises, any explosives, inflammable spirits or fireworks of any kind nor, without consent, install any portable heaters of any type.
- e) The Hirer shall not permit to be given cinematography shows on the premises unless non-flammable films are used.
- f) The Hirer shall not, without the prior written agreement of the Manager, use or permit to be used any naked lights (including candles), any inflammable material, theatrical 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.
- g) No wax or powder shall be placed on the floor at any time.
- h) Helium balloons can only be used in the Centre if they are weighted/secured
- i) The Hirer shall not use the premises for any purpose other than that described on the booking form.
- j) The Hirer does not have the right to assign or sub-let any of its rights or liabilities under the Contract of Hire to any other person or persons.
- k) The Hirer shall ensure that the maximum capacity of the premises, as outlined on the floor plans, is not exceeded.
- l) The Hirer shall be responsible for maintenance of good order and efficient supervision at the premises.
- m) The Hirer shall keep clear all gangways, doorways, passages and entrances, and all exits unlocked whilst the function is in progress.
- n) The Hirer shall accept responsibility for the safety of attendees at their function, assessing and identifying any potential risk posed. For large events a risk assessment must be completed and a copy given to the Manager.
- o) The Hirer shall not give or permit any gratuity to be given to any member of staff.
- p) Storage – permission to store equipment overnight is at the discretion of the Manager.

3. Bookings

- a) Applications for the hiring of the premises must be made on the official booking form, available from the Bradford on Avon Town Council offices or on the Bradford on Avon Council website (www.bradfordonavontowncouncil.gov.uk).

- b) Bradford on Avon Town Council reserve the right to refuse any bookings or to impose any special conditions or restrictions but Subject to 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 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) Individual bookings will be invoiced one month prior to the event and shall be paid 14 days before the commencement of hire. In the event of non-payment by such date the Council reserves the right to cancel the booking without further liability on its part.
- b) All cheques and money orders should be crossed and made payable to Bradford on Avon Town Council. All correspondence relating to accounts should be addressed to the Facilities Manager, Bradford on Avon Town Council, St Margaret's Hall, St Margaret's Street, Bradford on Avon, Wiltshire BA15 1DE.

6. Cancellation

- a) Should the Hirer wish to cancel their booking they will become liable for the appropriate charge, as outlined in the scale of charges on the booking form.
- b) The Council reserves the right to cancel the use of any premises at any time and for whatever reason. 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.

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 in the Centre or any part thereof, by any organisation, or any member of any organisation or any individual.

8. Damage Caused and Cleaning deposit

- a) The Council reserves the right to demand a damage or cleaning deposit, which shall be subject to appropriate deduction in the event of damage being caused to the Hall, fixtures and fittings, or In the event that the hall or any rooms (including the kitchen) or any of its contents are not left in a clean and tidy condition at the end of a hire, an amount at the discretion of the Manager will be deducted from the refundable deposit.
- 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 Council, 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 or any personal injury to or the death of any person during the course of or in consequence of the hiring, save in so far 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 Hall by the Hirer or his agent.
- c) The Hirer shall not play, or permit to be played, gramophone records, radios, tapes, discs or mp3s in the Centre, 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

Hirer to insure against the 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) 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 should be recorded. The Hirer may be requested to provide suitable qualified First Aid cover if deemed necessary by the type of activity undertaken.
- b) The Management may be able to provide such cover at an appropriate charge. A telephone is available in the Manager's office for use in an emergency. First aid equipment is also available on request from the Manager.

12. Catering

No catering is provided by the Council but external caterers can be appointed by the Hirer in consultation with the Hall Manger. Bradford on Avon is a Fair Trade Town and we would encourage any external caterers and hirers to make use of Fair Trade products.

In 2019 Bradford on Avon gained accreditation as a "Plastic-free Community", In view of this status, we request organisations using council-run facilities like halls, parks and playing fields to be mindful of avoiding single-use plastic when holding events. Event organisers are therefore requested to make stallholders and caterers aware of this requirement when taking bookings for events. Ideally food and drink suppliers are encouraged to provide re-usable materials, however where this is not practical, we request that single-use plastic such as straws, cutlery, stirrers, plastic or polystyrene cups and plates etc. are avoided please.

13. Broadcasting and Filming Rights

- a) 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 Hall, without the prior written consent of the Council.
- b) 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 share in any income and publicity delivered therefrom

14. 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.

15. Performing Rights Society

- a) 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.
- b) PPL (Public Performance Licence) – it is the responsibility of the Hirer to obtain a PPL

16. Animals

With the exception of specified events and guide dogs, animals are not permitted in the Centre.

17. Smoking

Smoking is not permitted in the building or the surrounding grounds.

18. Gambling and Raffles

No 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 Gambling, Betting and Lotteries and for which approval has been given by the Council in writing. Non commercial lotteries (such as raffles) are allowed with the consent of the Manager under the rules of the 2005 Gambling Act.

19. Vacation of Premises

The Hirer shall ensure that all members, including the Entertainment, have vacated by the FUNCTION END time on the booking form, and that 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.

20. Noise

Hirers are responsible for ensuring that the noise level of their function is not such as to interfere with other activities within the building nor to cause inconvenience for the occupiers of nearby houses and property.

21. Logo

The Logo is the property of the Town Council and may not be used, reproduced or reflected in any form without the prior permission of the Town Clerk.

22. Licences

Bradford on Avon Youth and Community Centre is NOT licensed to run a bar (sell alcohol).

23. Stage Entertainments

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 a licence applies.

24. Additional and Special Conditions

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.

25. Failure to Observe Condition

If the Hirer shall fail to observe or perform or secure the due observances of 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, notwithstanding the provisions of Condition No. 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.