

CIVIC SUITE TERMS AND CONDITIONS OF HIRE

These terms and conditions together with the room booking form comprise the agreement pursuant to which the Council provides the said room(s) to the Hirer

BOOKINGS/FEES

- 1 The hire of the accommodation is at the discretion of Wychavon District Council (the Council) whose decision shall be final in all matters concerning the hire. The Hirer is deemed to be the person/company named as such on the booking form.
- 2 A damage deposit of £250 may be required for block bookings, first time hirers and any other function where the Council considers this to be necessary. For block bookings there will be a one off charge which will be held by the Council until the end of the period of bookings.
- 3 The hire charge (see below) must be paid at the time of the booking unless prior arrangements have been made with the Council for an invoice to be issued. Any invoice must be paid within 10 days of issue.
- 4 Hire charges are subject to periodic review. Those shown below were correct as at 1 April 2017:-

	Morning (8am–1pm) or Afternoon (1pm–6pm) £	Evening (6pm – 10pm) £	All Day (8am - 10pm) £
Committee Room	64.00	128.00	228.00
Conservatory	50.00	102.00	180.00
Council Chamber	128.00	257.00	451.00
Whole Civic Suite (excluding dedicated Members' room)	By negotiation	By negotiation	By negotiation
Showell Room or other small meeting/interview room	By negotiation	N/A	N/A

(Charges are subject to VAT)

- 5 A 50% reduction in the charge may be available for cultural, educational or charitable non-profit making organisations.
- 6 If a booking starts or extends beyond the normal session time then additional charges will be levied as follows:
 - For any hours after 10.00pm and before 8.00am the next morning, charges will be at the equivalent of twice the evening hourly rate for each or part of each hour.
 - For any additional hours between 8.00am and 10.00pm the charges at quarter of the appropriate sessional rate for each or part of each hour will become payable

- 7 Cancellation by the Hirer of the booking will incur the following charges:
- Cancellation received at least 28 days before the event
75% of fee refunded
 - Cancellation less than 28 days but more than 14 days
50% of fee refunded
 - Cancellation less than 14 days
No Refund
- 8 The Council reserves the right at all times to cancel any booking and will, where possible, give to the Hirer 28 days notice in writing of such cancellation unless the room is required for emergency purposes e.g. as emergency rest centre.
- 9 The proposed room layout details together with any requests to use any Council owned equipment in the hireable rooms must be made to the Council at the time of booking. If any later notification is received the Council do not guarantee that a specific room layout or additional equipment will be available to the Hirer.

USE OF PREMISES

- 10 The Hirer, their staff, agents, contractors, visitors and/or guests must only use those rooms which are specified in the hire booking form together with the communal areas being the toilets, access ways and the café and informal seating area.
- 11 The Hirer must declare at the outset the purpose of the room hire and the room(s) shall only be used for that purpose.
- 12 The Hirer shall not permit more than the maximum number of people specified in Clause 24 to be in the room at any time.
- 13 Smoking is not permitted in any part of the Civic Centre, its grounds, gardens or designated car parks other than in the smoking shelter provided. The Hirer is requested to ensure that all persons are made aware of this and that it is strictly adhered to.
- 14 All activities/functions must cease and the premises be vacated by the expiry of the times booked. The room(s) shall be left in a clean and tidy condition.
- 15 The Council shall not be responsible for any loss, damage or injury sustained by the Hirer or any persons participating in any activity/function held in the Civic Suite by the Hirer.
- 16 The Hirer, unless they have taken out insurance with the Council, shall hold and maintain Public Liability insurance for a minimum sum of £5 million for any one event and shall produce to the Council a valid certificate of insurance (if requested)
- 17 No inflammable, explosive, dangerous or offensive articles including Chinese Lanterns shall be brought into any part of the Civic Suite, the Council Offices or the grounds thereof.
- 18 No bolts, nails, screws, tacks, drawing pins, adhesive tape etc. shall be used to affix items to any walls, doors, either internally or externally. Items for display on any Notice Boards shall first be approved by the Council.
- 19 The Hirer will be liable to pay for the repair and or/replacement of all fixtures, fittings, furniture, equipment or parts of the structure that are lost or damaged during the period that the premises are in use by the Hirer.
- 20 All desks within the Council Chamber are fixed in position and there must be no attempt to move or rearrange these desks.

FIRE & SAFETY REQUIREMENTS

- 21 A right of entry into the hire room(s) is reserved to the Councils authorised Officers, a Police Officer or an Officer of the Fire Authority who may terminate any function/hire which in their opinion is not properly conducted. No part of the hiring fee shall be refundable in the event of such termination.
- 22 All exit doors, gangways and passages shall be kept free and unobstructed during the whole time that the premises are in use.
- 23 The maximum number of persons permitted on the premises at any one time is as follows:

	Standing	All Seating	Seating with Tables
Council Chamber	196	100	63
Committee Room	200	80	50
Conservatory	50	30	20

- 24 The Hirer shall at all times have at least two stewards (named by the Hirer at the time of hiring) in attendance during the period of the booking/function. The duties of these stewards are to control admission, checking that exits are not obstructed in the event of emergency and general supervision of conduct of patrons in the premises. During all times that the premises are being hired these stewards will be regarded by the Council and/or emergency services as contact persons.
- 25 In the event that the fire alarm is raised then the Hirer and the two named stewards shall be responsible for ensuring that everyone from the building by using the nearest available fire exits in accordance with the Fire Procedure (a copy of the procedure will be sent to the Hirer as soon as the booking is confirmed)
- 26 The Hirer, their staff, agents, contractors, visitors and or/guests when using their own equipment will only use electrical apparatus, public address systems or any similar equipment which have circuit breakers and which meet current British Standards Institute specifications. Individual pieces of equipment must also have been checked and certified as passing a 'Portable Appliance Test' by a qualified electrician.

FOOD/DRINK & LICENSING REQUIREMENTS

- 27 The Hirer, their staff, agents and visitors will not at any time bring their own food and/or drink into the room (s), any part of the Civic Suite or the Council's adjacent offices or gardens without the prior written consent of the Council. All catering within the Civic Suite is to be provided by the Council's appointed contracted caterer.
- 28 Food or drink must not be served or consumed within the Council Chamber.
- 29 The Civic Centre operates a "No Alcohol" policy.
- 30 Any function to which the public are admitted and which involves music, dancing or other forms of entertainment shall be subject to the conditions of a Public Entertainment's Licence, which must be applied for by the Hirer.
- 31 The Hirer must organise directly with the Performing Rights Society or Mechanical Copyright Society or other bodies for any licence required for the use of copyrighted material.
- 32 No gaming is allowed on the premises unless it is carried out as an entertainment promoted for raising money to be applied for purposes other than private gain.

CAR PARKING

- 33 The Council aims to be a good neighbour and we actively discourage parking on adjacent residential streets. There are numerous pay and display car parks in Pershore, including immediately adjacent to the Civic Centre. Details of location and charges are available on our website www.wychavon.gov.uk The Council reserves the right to refuse additional bookings from a particular hirer if we receive complaints about their event.

GUIDE DOGS

- 34 No animals other than guide dogs will be allowed on to premises without the written permission of the Council.

GENERAL

- 35 The Council shall not be liable for any loss due to any Government restriction or Act of God, nor for any loss due to the breakdown of machinery, failure of supply of electricity, gas or water, or fire which may cause the hire to be interrupted or cancelled.
- 36 The Council shall not accept any responsibility for loss or damage to any property belonging to the Hirer or any property brought or left in the Civic Suite either by the Hirer or its agents, contractors, delegates, guests or visitors.
- 37 The Hirer shall ensure that any event/function involving children or young people comply with provisions of legislation regarding such persons and that only fit and proper persons have access to the children/young persons.

INDEMNITY

- 38 The Hirer shall be liable for and shall indemnify the Council against:-
- (a) all liabilities, claims, costs, demands, actions or proceedings in respect of death, injury, loss or damage where any such claim, demand or action is caused by or arises by reason of any act or omission or neglect of the Hirer, its agents, contractors, delegates, guests or visitors
 - (b) any breach and/or claim under copyright law