

CAISTOR ARTS & HERITAGE CENTRE

Meeting Room Hire – Conditions of Hire

1. Price Payment

1.1 The Hirer shall pay to the Centre the sum specified in the Acceptance Form.

2. Purpose

2.1 The Centre is not prepared to let rooms where it is satisfied that the safety of the buildings and the public cannot be ensured;

(i) that the use will ferment racial hatred or discrimination;

(ii) that the use is by an anti-democratic or neo-fascist group, or supporters of terrorism in general;

(iii) that the use is by a group acting outside the law or in a way that is offensive to public taste and decency.

2.2 The Hirer must only use the premises for the purposes stated in the Application for Hire subject to any amendments by the Arts & Heritage Centre.

2.3 The Arts & Heritage Centre upon acceptance of this Agreement confirms that the purpose has been approved in principle but reserves the right at any time to vary the purpose of use or exercise its right under the clauses below:

2.4 Alcohol

The premises are not at present licensed for the sale of wine, beer, spirits or excisable liquors of any kind, and the Hirer shall not apply for an occasional licence for the sale of intoxicating liquor.

2.5 Public Performances

The Caistor Arts & Heritage Centre does not have a public entertainments licence.

3. Rights Reserved by the Arts & Heritage Centre

3.1 Non-observance of Conditions

In the event of any non-observance or non-performance from whatever cause of any of the conditions of this Agreement the Hirer or his servants may be excluded from the premises until such non-observance or non-performance is remedied to the satisfaction of the Arts & Heritage Centre. Such exclusion shall not relieve the Hirer from his obligations under this Agreement.

If the Hirer fails to remedy the breach to the satisfaction of the Arts & Heritage Centre then the Arts & Heritage Centre may terminate this Agreement immediately without prejudice to the rights of the Service under this Agreement, and without liability for payment or compensation to the Hirer.

3.2 Cancellation of Bookings

The Arts & Heritage Centre may terminate this Agreement at any time on giving the Hirer seven days' written notice. The Hirer shall then be entitled to a full refund of all monies paid but shall not be entitled to any other payment or compensation.

A booking may be cancelled by the Hirer giving to the Arts & Heritage Centre one month's previous notice in writing of the intentions to cancel. If such notice is not given the Hirer will be required to pay the balance of the hiring charge.

3.3 Right of Entry

The Arts & Heritage Centre reserves the right of entry for the Centre Manager or anyone acting on his behalf at any time including Fire Brigade or Police Officers whether in uniform or not.

3.4 Refusal of Admission

The Arts & Heritage Centre reserves the right for any nominated official to refuse admission to, or remove from the building, any person who is disorderly or objectionable.

4. Indemnity

4.1 The Hirer shall fully indemnify the Centre against all claims, costs, charges, damages or expenses arising from injury to persons or property as a consequence of the performance of this Agreement by the Hirer.

4.2 The Hirer shall fully indemnify the Centre against all claims or liability as a consequence of breach of copyright or any other breach of agreement or law as a consequence of the performance of this Agreement by the Hirer.

5. General Conditions

5.1 Charges for Damage or Loss

In the event of any damage to, or removal or theft from the premises of any fittings, fixtures, furniture or other property of the Arts & Heritage Centre during the period of hire, or consequent upon the hiring, the Hirer shall pay to the Centre the cost of replacement or recovery of the same. The Centre Manager, or officer acting on his behalf, shall be sole judge whether any loss or damage has been done or caused and whether such damage was done or caused during the period of hire, or was consequent upon or arising in any way out of the hiring and of the cost and expense of an incidental to reinstating and making good the same.

5.2 Liability for Damage or Loss

The Arts & Heritage Centre does not under any circumstances accept responsibility for any damage to or loss of any property, articles or things whatsoever placed or left upon the premises by the Hirer or for his use or purpose or handled by staff at the Hirer's request. The Hirer shall indemnify the Centre from and against all loss, damage, actions, proceedings, suits, claims, demand, costs, damages and expenses in respect of any injury to or the death of any person, damage to any property moveable or immovable, the infringement, disturbance or obstruction of any right, easement or privilege or otherwise by reason of or arising in any way directly or indirectly out of the use of the premises in pursuance of the hiring.

5.3 Seating

The Hirer shall ensure that the number of persons admitted to the building does not exceed the permitted capacity of the accommodation as specified in the Hiring Contract, or further limited by any appendix to any Licence applied for by the Hirer. The Hirer must also ensure that reasonable gangways are provided between seats to allow access to the exits, and shall not place any obstruction in those gangways or across any doorway whilst the public are on the premises. Any specific requirements concerning gangways and stewards contained in any Licence applied for by the Hirer shall be observed.

5.4 Subletting

The Hirer shall not assign, transfer, underlet or in any way part with the premises or sub-contract this Agreement without the written consent of the Arts & Heritage Centre.

5.5 Fire Risk

The Hirer shall not cause or permit (either by act or omission) anything whereby the fire risk to the premises or their contents is increased beyond that covered by the Centre's policies or which may invalidate or affect any insurance policy of the Centre or cause an increased or extra premium to be paid and shall pay on demand to the Centre:

- (i) all sums paid by the Centre by way of increased or extra premium;
- (ii) all loss, costs and expenses sustained or incurred by the Centre in and about any renewal or continuance of any such insurance or policy by reason of any breach of non-observance of this condition;
- (iii) The Hirer shall be liable for all loss or damage upon or arising out of the destruction or any damage of or to the said premises or any part thereof or any adjoining or neighbouring property thereof or by reason of payment of any policy or insurance moneys being refused in whole or in part of consequence or arising in any way out of any breach or non-observance of this condition.

5.6 Electrical equipment

No electrical equipment will be used by the Hirer unless it has been tested by an approved or suitably qualified person within the last twelve months prior to the date of hire. The Hirer will provide details of the testing (Electricity At Work Regulations).

5.7 Nails and Screws

No nails, spikes, tacks or screws shall be driven in the plaster or any of the walls or ceilings, or in any floor or in any other part of the premises or the furniture, fittings or fixtures thereof.

5.8 Nuisance

The Hirer shall not do or permit to be done anything which may cause nuisance, annoyance or inconvenience to the Centre or to occupiers of nearby premises. The Hirer shall not make or permit to be made any undue noise on entering or leaving the premises, or during the period of hiring.

5.9 Advertising

No advertising board or bill or other device for advertising may be placed or posted on or near the permanent walls or fixtures of the premises either inside or outside, except with the prior sanction of the Centre Manager or officer acting on his behalf.

5.10 Smoking

The Hirer shall not permit smoking in the building or its immediate vicinity particularly where it may affect other persons attending the venue.

5.11 Sales

No sale of goods of any description except programmes may take place on the premises without the written consent of the Centre Manager, or officer acting on his behalf.

5.12 Permanent Furniture and Equipment

No permanent furniture or equipment may be introduced by the Hirers without the prior written consent of the Centre Manager or officer acting on his behalf.

5.13 Stewards

In the case of a public performance the Hirer shall be responsible for ensuring that sufficient stewards are available at exits and entrances and the maintenance of order shall be the entire responsibility of the Hirer. The Hirer shall increase the number of stewards if required to do so by the Centre Manager or officer acting on his behalf, who shall also retain the right to place Centre staff on duty and recharge them at cost to the Hirer if at any time he considers the stewarding to be inefficient or ineffective.

5.14 Litter

The Hirer shall ensure that no litter is left in or about the premises at the end of the hiring period, and that all areas of the building used are left clean and tidy.

6. Liability for Availability of Accommodation

The Centre shall be free from liability if the premises are not available through causes outside their control.

7. Observance of Conditions

The Hirer and every person admitted to the premises during the hiring shall in every respect strictly observe and perform any regulations now in force or at any time hereafter made, or issued, by the Centre relating to the premises and orders and directions of the Centre Manager, or officer acting on his behalf.