

## ARDS & NORTH DOWN BOROUGH COUNCIL

### Terms and Conditions of Hire of Queens Hall Newtownards

#### 1. Application / Bookings

- 1.1 All applications must be submitted by completing and signing the Community Facilities Booking Form. Rooms, equipment required and details of the event/function must be detailed on the booking form. The floor plan for the event must be completed.
- 1.2 The hire period includes all set up and take down time of equipment for the event/function and any cleaning of Facility deemed necessary before further use.
- 1.3 Booking Forms must be received by Council no later than 14 working days before the event/function date.

#### 2. General Conditions

- 2.1 The Community Facility is to be used solely for purpose outlined in the Booking Form and for no other purpose.
- 2.2 Community Facilities are not available for hire on Bank and Public Holidays. However, Council may hire Community Facilities on Bank and Public holidays in extenuating circumstance, subject to approval from the Council Officer in charge. If approved, enhanced rates will apply.
- 2.3 Smoking, vaping and the use of electronic cigarettes is strictly prohibited in all Council Facility, in line with Council Policy and Government Legislation.
- 2.4 Authorised Council Officers have the right of free access to all parts of the Facility for the purpose of supervision and inspection.
- 2.5 The Hirer shall not sublet any part of the Facility to any other person. In the event of breach of this condition the Hirer shall forfeit use of the Facility.
- 2.6 No part of the Facility is to be used for any unlawful purpose or in any unlawful way.
- 2.7 The Council reserves the right to refuse any booking.
- 2.8 The Council reserves the right to alter or amend at any time the whole or any of these terms and conditions without prior notice to Hirers.

#### 3. Payment for Hire

- 3.1 Cheques should be made payable to "Ards and North Down Borough Council" and should be forwarded, to the address as detailed on the Booking Form.
- 3.2 Bookings will be invoiced monthly in arrears. Invoices must be paid in full within 14 days of the date of issue.
- 3.3 A non-refundable deposit of 10% is required before the event to secure the booking.
- 3.4 No advance bookings will be accepted more than one year ahead without the consent of the Council.

#### 4. Cancellations or amendments by the Hirer

- 4.2 All cancellations or amendments must be made in writing to the Council Officer at least 14 working days in advance of the event/function.
- 4.3 In the event of cancellation/amendment a full or part refund may be made available.
- 4.4 Failure to comply with the 14-day cancellation notice may result in the hirer being charged the full cost of the booking.

#### 5. Cancellations by the Council

- 5.1 The Council reserves the right to refuse any application for use of the Facility without the need to specify reasons as necessary. The amount paid in respect thereof will be returned to the Hirer. The Hirer shall have no compensation or claim against the Council regarding the cancellation of the booking.

#### 6. Damage and Loss

- 6.1 The Facility shall be in the care and custody of the Hirer, who shall accept full responsibility for the preservation of order during the Event/Function, and will indemnify the cost of any loss or damage costs or expenses incurred by the Council as a consequence of the Hirer's use of the Facility.
- 6.2 Hirers shall be liable for any damage to the Facility and/or its furniture, fixtures and fittings. The expense of making good the damage is to be paid by the Hirer. Nothing, such as nails, screws and hooks etc. should be attached to any part of the Facility,
- 6.3 The Hirer will be responsible for all loss of or damage to property at the Facility or brought on to the Facility or the death or any injury to persons and things at the Facility except where such death, injury or loss is due to the negligence of the Council. The Hirer will indemnify the Council against all such liabilities.
- 6.4 The Council cannot in any circumstances accept responsibility or liability for any damage, loss of property, articles or things whatsoever placed or left on the Facility by the Hirer or any other person.
- 6.5 The Hirer shall inform the Council Officer immediately of any serious injury or dangerous occurrence that affects public safety, as soon as is reasonably possible.

#### 7. Stewards and Attendants

- 7.1 The Hirer shall be responsible for provision of sufficient numbers of stewards, attendants and/or other staff as may be necessary in the interest of safety, security and good order.
- 7.2 If directed by a Council Officer or the PSNI, the Hirer shall deny admittance to or remove from the Facility any person/s who may be likely to cause a disturbance.
- 7.3 The hirer must ensure that noise is kept to a reasonable level during the event, and that no music will be playing as persons are exiting the event.
- 7.4 The hirer must ensure that all persons leaving the event are respectful to residents.

#### 8. Alcohol, Intoxicating Liquors and Substances

- 8.1 The Council reserves the right to prohibit the sale, service or consumption of alcohol in any of its Facilities.
- 8.2 The Hirer is responsible for obtaining the necessary licences required for the Event/Function and for compliance to the conditions of the legislation, such as the Licensing Legislation (Northern Ireland) Order 1996.

- 8.3 No such alcohol shall be sold without the Hirer providing Council with the appropriate licensing documentation prior to the Event/Function.
- 8.4 Council reserves the right to require the Hirer to lodge, before the letting takes place, an agreed deposit considered sufficient to cover any anticipated damages. The deposit will be refundable in the event of no damage to the Facility.
- 8.5 It is the Hirers responsibility to ensure that no person/s intoxicated by alcohol or substances is admitted to the event/function.

## **9. Equipment**

- 9.1 All furniture, equipment brought, or sent to the Facility, by the Hirer shall be agreed by the Council Officer.
- 9.2 All equipment associated with Hirer must be removed from the Facility by the end of the booking period detailed on the Booking Form.
- 9.3 In the event of late evening bookings all equipment must be removed no later than 10am the following day, subject to prior permission from the Council, a charge may be applicable.
- 9.4 The Council accepts no responsibility or liability for the loss, damage or theft of any equipment or other effects associated with the booking.

## **10. Kitchen Facilities and Catering**

- 10.1 Hirers making use of kitchen facilities may only use Council supplied electrical equipment, which have been Portable Appliance Tested (PAT).
- 10.2 It is strictly forbidden for hirers to use personal appliances.
- 10.3 The Hirer is responsible for ensuring that all catering arrangements shall comply with the Food Safety Act 1990, the Food (General Food Hygiene) Regulations 1995 and the Food Safety (Temperature Control) Regulations 1995.

## **11. Parking and Deliveries / Collections**

- 11.1 The Hirer shall ensure that vehicles are not parked in any way that obstruct the entrance or exit to and from the Premises, or the roadways and driveways. Vehicles must not be parked in any way as to obstruct the access of emergency services and residents or are in breach of any local parking restrictions.
- 11.2 No vehicles may park under the canopy, without exception.

## **13. Smoking**

- 13.1 The Hirer is responsible for making all persons present at the event aware of the designated smoking area – this is at the rear of the hall and is clearly signposted, bins are provided in this area only for cigarette stubs and as such must be used.
- 13.2 Access doors to the designated smoking area are to be kept closed. There is strictly no smoking at the front entrance and canopy area of the hall.
- 13.3 The Hirer must ensure that there are stewards positioned at the front doors of the hall to enforce the no smoking policy in this location ensuring that the doors are kept closed. Stewards must also be positioned at the doors to the designated smoking area to ensure doors are kept closed.

## **14. Health and Safety**

- 14.1 Hirers shall acquaint themselves with the emergency evacuation procedures laid down for the facility and shall ensure these are complied with in the event of an emergency situation arising.
- 14.2 Hirers shall not place or permit to be placed any obstructions of any kind in passages doorways and emergency exits.
- 14.3 Events/functions that involve children, young people and/or vulnerable adults, the Hirer must confirm, at the time of booking, whether they have a safeguarding policy. In the event where no policy is in place, the Hirer must agree to complete and comply with the Council's Safeguarding Policy.
- 14.4 For bookings of an unarmed combat nature for example Boxing, martial Arts, MMA, the hirer must provide public liability insurance. The club must be affiliated with a governing body (i.e. Ulster Boxing Council, Irish Amateur Boxing Association) hard copy evidence must be provided showing this. The booking should be sanctioned by the governing body, if not sanctioned the affiliated club accepts full liability. The hirer must ensure the provision of medical staff, with competitors having been coached and trained by qualified coaches. The hirer signing the booking form accepts full liability for the booking and for competitors. The Council will not accept bookings from non-affiliated clubs of any nature who wish to hold a white collar type boxing or other related type event.
- 14.5 Hirers are required to have completed a Risk Assessment for the Event and have Public Liability Insurance.

## **15. Agreement**

- 15.1 The Hirer shall comply with all legal and statutory requirements applicable to the hire of the Facility and shall indemnify the Council against all actions, claims, demands, proceedings, damages, costs and expenses whatsoever in respect of any breach by the Hirer of such legal and statutory requirements.
- 15.2 All the foregoing conditions must be strictly adhered to, and any hirer found to be in breach of any of the conditions of hire, may have the right to use Council facilities in the future withdrawn.

## **16. Special Condition – obtaining TV Licence**

- 16.1 The Hirer at their own request is responsible for procuring a TV Licence from the relevant government body in accordance with the Communications Act 2003.
- 16.2 The Hirer will have obtained the TV Licence prior to the date of their intended use of the facility.
- 16.3 The Hirer will have pre-paid the TV Licence for the set period stipulated by the relevant government body. The Council retains the right to request sight of proof of payment before allowing the Hirer to use the facility.
- 16.4 The Hirer indemnifies The Council against all claims arising from the procurement of the TV Licence. Any claims taken by the relevant government body for non-payment of the TV Licence will be borne directly by the Hirer, and the Hirer will immediately consent to the removal of The Council as a named party to any legal action.
- 16.5 The Hirer will be responsible to deal directly with the relevant government body for all purposes of the TV Licence, pre and post use.