

CONDITIONS OF HIRE FOR COMMUNITY HALLS

1. DEFINITIONS

In these conditions:

"The Council" means the Council of the Borough of Broxbourne.

"The Hall" means that part of the Spotlight, Wormley Community Centre, Bollescroft and/or Flamstead End Hall comprising either singularly or collectively those areas available for hire.

"The Hirer" means any person who has applied for and been granted a hiring of the Hall.

"The Hiring" means the function or event for which the Hirer has hired the Hall.

"The Hall Manager" means the person employed in that capacity by the Council.

"The Food and Beverage Manager" means the person employed in that capacity by the Council.

2. APPLICATIONS

All applications for hire are to be made in writing by completing the relevant booking form. The Spotlight will supply contract forms for completion and signature by The Hirer.

Broxbourne Borough Council is required by law to protect the public funds it administers. It may share information provided to it with other bodies responsible for auditing or administering public funds, in order to prevent and detect fraud

3. CORRESPONDENCE

All correspondence must be addressed to: Wedding & Venue Administrator, the Spotlight, High Street, Hoddesdon, Hertfordshire EN11 8BE

4. VENUE

All correspondence, posters, publicity advertising the Hiring must identify by whom the event is organised, and should not give the impression that the event has been organised by The Council

5. CHARGES & PAYMENT

Hall Bookings and Food & Beverage Service:

On return of the signed contract, The Hirer must enclose a deposit of 20% of the basic hire charge and 20% of the food and beverage charge as shown on our Fees & Charges or a fixed amount, as per the fees and charges page, whichever is greater. The Hirer will pay the balance of both, including any further charges shown below 13 weeks in advance of the event, if the date of the booking is within 13 weeks, then full payment will be due upon confirmation of the booking.

Further charges may be applied in respect of technical facilities, marketing, food & beverage, security and box office services which will be agreed in advance with The Hirer

Hirers are advised to discuss with their caterers (when applicable) the times required for kitchen preparation, clean up and hall preparation and book accordingly. Caterers will not be allowed access or use unless the booking includes the times in which it is to occur.

A corkage charge may be applicable depending on the hirers requirements.

Damage deposits and/or corkage amounts are due 2 weeks before the function – these amounts are only payable by cash or card

If you are billed via an invoice, payment is due immediately.

LATE PAYMENT CHARGE:

A late booking payment charge of 5% will be levied on the amount that is due for any payments that are overdue OR late payment may result in The Hiring being cancelled at The Council's discretion but The Hirer will nevertheless remain liable for the balance of the charges outstanding.

Regular/Block Bookings: (10 or more bookings made simultaneously)

On return of the signed contract, The Hirer shall enclose either: The full amount due or the first month's payment (as agreed by The Council). Where payments are to be made on a monthly basis these shall be paid monthly in advance for the duration of the booking.

Over-Run of hall hire:

An additional fee is payable by The Hirer for each hour or part of an hour that The Hall is retained by The Hirer from the expiry of the contractual period until The Hirer has returned control thereof to The Council, ready for the use of a subsequent Hirer. CUSTOMERS WILL BE CHARGED DOUBLE THE HOURLY RATE IF THEY EXCEED THEIR HIRE TIME. THE MINIMUM SURCHARGE WILL BE 30 MINUTES, I.E. THE EQUIVALENT OF ONE HOUR'S HALL HIRE.

The Contract: The completed booking form, appropriate payment and any Insurance Policy (if required) must be sent to the Venue Administrator as soon as possible. Provided that these prove satisfactory, written acknowledgement will be forwarded to The Hirer by the Venue Administrator whereupon the booking is

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confirmed subject to the conditions herein. The Hirer must contact The Council by telephone at least five days before the event to ensure that all arrangements are confirmed.

The rights of The Hirer under this Contract are conditional upon adherence to the payment terms set above.

6. CANCELLATION

a) Regular/Block Bookings: In the case of a cancellation of a regular/block booking, within 8 weeks of The Hiring date, The Hirer shall pay to The Council the full amount of the hall hire charge together with any other losses (including agreed/ potential food and beverage and merchandise sales and committed technical, equipment, security, staffing and entertainment costs) whatsoever incurred by The Council. If 8 weeks notice or more is given in writing by the hirer, only the deposit amounts are due/ retained.

b) All other bookings: In the case of a cancellation of any other booking, The Hirer will forfeit the Hall Booking and Food & Beverage deposit/s and if The Hirer cancels the hiring with less than 8 weeks notice he will also be liable to pay the balance of the hire charge and Food and Beverage Charges.

c) By The Council: The Council reserve the right to refuse or cancel any booking:

- In the event of any unforeseen circumstances
- If in the opinion of The Council, The Hiring or its general nature, or the facilities to be provided would or might contravene any rule of law or requirement of any public authority in which event The Council shall return to The Hirer any deposit paid.
- If a letting is cancelled under this Condition, The Hirer shall not make any claim nor shall The Council be liable for compensation for any loss or damage sustained by him directly or indirectly on account of such cancellation

In Writing: All cancellations must be received in writing prior to the confirmed date of the booking. Failure to do this may result in the full hire charge being applied.

7. DAMAGE

A hall hire damage deposit and a kitchen damage deposit will be required from The Hirer, to be held against the cost of repairing, cleaning or replacing any damage or loss caused to the accommodation or equipment therein, or consequent loss caused.

The amount of damage deposit and kitchen deposit is agreed at the time of the booking and depends on the type of booking, length of booking, attendees, etc. If the cost of repairs exceeds the value of the damage deposit, The Hirer will be liable to pay the additional amount. The damage deposit is due 2 weeks prior to the event, is only payable by card or cash, all monies will be banked. Providing no damage has occurred during the event, a cheque will be sent to The Hirer the week following the event or a refund made to The Hirers card (unless otherwise stated). We do not retain Hirers card details so The Venue Administrator will call The Hirer to process the refund

The Hirer shall take account of the convenience of neighbouring residents and accommodate their reasonable requests regarding noise, the use of windows etc. The deposit will be forfeited in its entirety in the event of two or more sustainable complaints attributable to the event being received.

The Hirer shall be responsible personally for the conduct of all persons attending The Hall in connection with The Hiring and for ensuring that proper order is maintained not only during, but before and after the period of hire so that no nuisance or annoyance is caused to neighbouring residents as a consequence of the hiring.

The Hirer shall ensure that, at the conclusion of the period of hire, the Facility is left in a clean and tidy condition, as per the start of the hire. If you have hired the kitchens we will send you a separate 'Instruction sheet for outside caterers'

The Hirer shall not obstruct or permit the obstruction by persons or property of any gangway, passage, stairway or flight of steps either inside or outside the venue.

8. ADMISSION

The Council reserves the right at its absolute discretion to refuse the admission of, or to evict any person from The Hall. Admission by complimentary tickets is not permitted except with previous written permission of The Council.

9. RIGHT TO RE-ALLOCATE

The Council is of the opinion that if The Hirer is not making complete use of The Hall, the Council reserves the right to re-allocate any unused parts thereof.

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10. USERS REGULATIONS

The Hirer is responsible for ensuring that all persons and parties admitted by him conform in all respects to these conditions governing the use of The Hall and a copy of the conditions is available at the facility for inspection.

11. INDEMNITY

During the period of hiring, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the Premises and shall indemnify the Council from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hiring except where due to the negligence of the Council or their respective servants or agents.

PUBLIC LIABILITY

The Hirer is required to have adequate Public Liability Insurance in place for the use of the Premises. The level of indemnity of the Public Liability Insurance must be no less than £2,000,000 for each and every claim. Evidence that cover is in place must be provided upon request.

12. STRUCTURAL ALTERATIONS

The Hirer shall not carry out any alterations to The Hall, including lighting, heating and/or food and beverage facilities, nor shall he fix or cause to be fixed, any apparatus, equipment, notice or decoration without the previous written permission of The Council.

The Hirer is NOT permitted to remove/take down any of the marketing material that has been displayed. No notices shall be affixed to any part of the hall except on a proper notice board with prior consent of The Council.

The Hirers attention is drawn to the Town and Country Planning legislation of which it is an offence to display advertisements otherwise than in accordance with the provisions of the Town and Country Planning Regulations. Hirers are advised to study these regulations which prohibit the fly posting of notices. Copies are available for inspection at The Council Office, Bishops College, Churchgate

Exits of adequate width shall be provided and so arranged as to afford ready means of egress from all parts of the premises to be used by the public, performers and staff, to the satisfaction of The Council.

13. NO SMOKING OR VAPING

The Hirer is responsible for ensuring that smoking/vaping does not take place in The Hall during The Hiring. It may be necessary to close the venue if that is required to prevent smoking taking place during their hire in which case no money will be refunded. If it is reasonably believed by the Council that smoking has taken place during the Hiring then The Hirer will forfeit the deposit

14. ANIMALS

No dogs or any other animals will be admitted to the facility except guide dogs for the care of a person and the person exercising control of a dog shall comply with any instructions given by or on behalf of The Council.

15. SUPERVISION

The Council reserves the right to staff and supervise The Hiring including the appointment of SIA approved security service at our discretion at hirer's costs but special arrangements can be made in order that The Hirer can introduce his own staff, which shall be included in the Contract between The Council and The Hirer.

a) The Hirer must at all times during The Hiring afford The Council and its officers free access to the accommodation for the purposes of ascertaining whether these conditions are being observed and for any other proper purpose. Ticket takers and other persons concerned with the organization of The Hiring must be instructed accordingly

b) The Hirer must hand over The Hall personally to the Council's representative and The Hirer's responsibilities as set out in these conditions of hire will continue until such handover is completed.

16. TRANSFERABLE

Provided a request is received in writing 8 weeks prior to the date of the hire, the booking may be transferred to other accommodation controlled by The Council

17. GAMBLING

No collection, games of chance, sweepstake or lotteries, nor any betting may be conducted on The Hall without the prior written consent in writing of The Council.

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18. BROADCASTING

No Hirer shall grant sound or television broadcasting or filming rights without the prior written conditional consent of The Council.

19. CAPACITY

The maximum number of people admitted to The Hiring is stipulated on the Fees Payable Form

20. CATERING

All catering arrangements must conform to the instruction sheet for outside caterers which you will receive if you state on your booking form that you are using external caterers
"Broxbourne" take no responsibility for food prepared and served by Hirers or Caterers including any subsequent complaints/issues

21. CHARACTER OF FUNCTIONS

The Hirer undertakes that the facility shall not be used for any performance of an objectionable character, and agrees that The Council has the right to stop any performance, dance or other function which it considers objectionable. The Hirer agrees that the hall premises shall not be used for the performance in public of any dramatic, musical or other work or for the delivery in public of any lecture or entertainment in which copyright subsists without the written consent of the owner of the said copyright, and will not in any other manner infringe any subsisting copyright and will indemnify The Council against all costs, expenses and/or damages which The Council may have to pay or incur by reason of any infringement of copyright. The Hirer shall make any returns required by The Council in relation to obligations which it might have as a music copyright licence holder. Any charges for the performance of musical works in the repertoire or the Performing Rights Society or arising under Phonographic Performance Licences will be recharged to The Hirer and The Hirer agrees to indemnify The Council in respect of them.

UNACCEPTABLE BOOKINGS

The Council reserves the right to refuse unsuitable bookings such as retail events, striptease shows, hypnotism shows or similar activities in The Halls.

TEENAGE BIRTHDAY PARTIES

18th Birthday parties can be accommodated at Wormley Community Centre only and a licensed bar can be provided at this facility. Should hirers wish to hire any of our other facilities for these types of functions, hirers should provide full details of the proposed function to the Venue Administrator in the first instance, which will be forwarded to the managers of the facilities for consideration. Hirers should also be aware that if permission is given, it is likely that an appropriate number of security staff will need to be engaged and paid for by the hirer. (Security company will be selected by the management of the facility)
The Hirers must provide an accurate description and full details of The Hiring on their booking form.

22. PHOTOGRAPHS

Photographic images within The Hall can only be taken after written permission from the venue manager has been obtained. The use of any photographic and recording equipment (including mobile phones) is forbidden under all circumstances in the main auditorium, in all areas of the sports facilities, dressing/changing rooms and toilet facilities.

23. DRONES (UNMANNED AERIAL VEHICLES (UAV))

The use of drones being used for photographic purposes is dependent on the following conditions being complied with:

Permission is required from the Civil Aviation Authority to fly a drone.

Compliant within the data protection act

A site specific risk assessment should be completed by the operator

Council indemnity from the operator against any claim

Public Liability insurance cover provided to the Council in advance

Agreement with the Council on how the drone is to be used e.g. operation area and time limits

24. NOTICES ETC. TO BE GIVEN

The Hirer undertakes to submit to the authorising officer for approval the proposed programme and all posters and bills previous advertising The Hiring and in any case not less than 14 days before The Hiring. The Hirer further agrees to send to the authorising officer a cancelled ticket of admission 7 days before The Hall is used. No posters will be permitted inside or outside The Hall except upon the notice boards provided by The Council for the purpose, and The Council shall be at liberty to refuse consent to the display of any poster or posters on such notice board.

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25. LICENCES

LICENCES FOR INSTRUCTORS AND THE USE OF CHILDREN IN EVENTS

The Hirer will ensure that appropriate licences are in place where necessary for the use of children in places of entertainment in liaison with the appropriate authority. This will include the appropriate use of chaperones. It is The Hirers responsibility to ensure that Criminal Records Bureau (CRB) checks and disclosures are undertaken in respect of its employees and members where necessary

MUSIC COPYRIGHT LICENCES

The Hirer shall make any returns required by the Council in relation to obligations which it might have as a music copyright license holder. Any charges for the performance of musical works in the repertoire of the Performing Rights Society (PRS) or arising under Phonographic Performance Licences (PPL) will be recharged.

26. GENERAL CONDITIONS

The Hire is subject to the renewal by the authorities of entertainment and other licenses, consents or permits and conditions, restrictions and requirements may be imposed if there are amendments made and that if for any cause Licences shall not be renewed or shall be suspended the Hirer shall not make any claim upon The Council for compensation in respect of any loss or damage sustained by the non renewal, suspension or determination of the Licences or for making any additional rules or conditions because of the latter

If false information regarding the nature of the booking is provided, The Hirer will be liable to pay the full damage deposit

All Halls:

- The use of candles or any lit flame within the premises is strictly prohibited

The Spotlight:

- Please be aware that the car park adjacent to the facility cannot be closed before or during the booking.
- Main Hall / Whole Complex hire includes the following technical equipment: one Technician (subject to availability and necessity); one microphone; standard stage lighting set-up; use of the public address system. All other technical equipment requests are chargeable and subject to availability.
- If hirers wish to use any other areas other than the stage for tap dancing they should provide floor covering suitable for that particular purpose. Failure to do so may incur a charge should any damage to the floors occur
- The private selling of drinks is not permitted.
- If the Spotlight bar service is requested all alcoholic and soft drinks are supplied by the Spotlight only. Under no circumstances can any external beverages be consumed or bought onto the premises. Guests not adhering to these conditions will result in the hirer losing their damage deposit and/or kitchen deposit.
- If all alcoholic and soft drinks (including tea/coffee/bottled water) are to be supplied by the hirer, the bar will NOT be open and a full corkage charge will be payable 2 weeks before the function
- If all soft drinks (including tea/coffee/bottled water) are to be supplied by the hirer, the bar will NOT be open and NO alcoholic drinks can be bought onto the premises and a soft corkage charge will be payable 2 weeks before the function.

Wormley Community Centre:

- The facility has a fire alarm system which hirers should familiarise themselves with at the start of the hire. Hirers are responsible for the activation of the alarm, calling the Emergency Services and safe evacuation of the building in the event of a fire or any type of emergency that requires an evacuation. Following an emergency evacuation hirers should report this immediately to staff at the Cost cutter shop next to the centre or the Council helpline on 01992 785577 if the shop is closed . If the fire alarm is accidentally activated hirers will incur a charge.
- Opening/Closing: The Caretaker will arrive 15 minutes before your hire to open the hall and return 15 minutes before the end of the hire to inspect the hall and lock up. If there may be a chance that your hire may end early, please ask the caretaker for a contact number so you can contact him. The hall must NOT be left unattended at any time, failure to abide by this will result in us retaining your damage deposit
- Hirers should ensure that electrical circuits are not overloaded
- The private selling of drinks is not permitted
- A cost will be incurred if bar staff are employed by the Licensee as detailed on the booking form by the hirer and then not required. This cost will be retained from your damage deposit.

Flamstead End Hall:

- Flamstead End Hall will be run as a Self Help Hall; most regular hirers will be given keys to enable them to use the hall at the times they have booked

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- At present, hirers are responsible for cleaning and tidying the hall before, during and after their bookings
- There is no Eurobin situated within the grounds of Flamstead End Hall, therefore hirers **MUST** take all of their refuse with them at the end of the hire. Any refuse left will lead to the non return of a damage deposit taken or a charge being made
- Opening/Closing: For one off bookings. The Caretaker will arrive 15 minutes before your hire to open the hall and return 15 minutes before the end of the hire to inspect the hall and lock up. If there may be a chance that your hire may end early, please ask the caretaker for a contact number so you can contact him. The hall must **NOT** be left unattended at any time, failure to abide by this will result us retaining your damage deposit. Please note the caretaker will only open and close the building once per booking
- The hall is not available to hire after 8pm Friday – Sundays
- The facility has a fire alarm system which hirers should familiarise themselves with at the start of the hire. Hirers are responsible for the activation of the alarm, calling the Emergency Services and safe evacuation of the building in the event of a fire or any type of emergency that requires an evacuation. Following an emergency evacuation hirers should immediately contact either the Spotlight on 01992 441946 (during opening hours) or the Council helpline on 01992 785577 if the Spotlight is closed. If the fire alarm is accidentally activated hirers will incur a charge.

Bollescroft

- Hirers are responsible for calling the Emergency Services and safe evacuation of the building in the event of a fire or any type of emergency that requires an evacuation. Following an emergency evacuation hirers should report this immediately to the Duty Manager at the Spotlight if the building is open or on the Council helpline on 01992 785577 if the Spotlight is closed.

SPECIAL CONDITIONS

The Council reserves the right to impose any further conditions or special conditions on any hiring provided that notice thereof is given to The Hirer by The Council not less than 24 hours before the commencement of The Hiring.

CHANGES TO YOUR BOOKING

Any changes to your Facility Hire and/or Food and Beverage options must be made in writing with minimum 6 weeks notice.

WEDDING CEREMONIES AT THE SPOTLIGHT

A separate sheet for weddings will be sent out on confirmation of your hire:

- An appropriate room must be available inside the Spotlight (Main Hall or Dinant) in the event of inclement weather.
- It must be assumed that the Dinant room will not be available to the caterers on the day until after the ceremony
- Even if it is dry on the day, the grounds may not be suitable for chairs to be set out (other than those on the stage) and remaining guests may have to stand.
- If there is an elaborate set up (i.e. our chairs with covers etc) this will mean that the set up will need to be earlier than usual. If there is a risk of rain, **we will** make the decision as to where the ceremony is set up.
- The registrar's decision is final as to whether the ceremony takes place inside or out and, in the event of inclement weather; the registrar will make the final decision when they arrive approximately 30 minutes before the ceremony. Customers are to be aware of this at the time of booking. Registrars are in possession of historical records and legal documents during the ceremony and their protection must be the deciding factor.
- Consideration will be given to the following when making the decision: Inclement weather; ground conditions; too hot; too cold.

OUTSIDE CATERING

If you have hired the kitchens we will send you out a separate 'Instruction sheet for outside caterers'.

Where catering is carried out during or prior to a hiring, The Hirer shall be responsible for any damage to any equipment provided by The Council at the hall and The Hirer shall ensure that all equipment used in connection with The Hiring is, after use, left in a clean and tidy condition. Failure of this may result in part of or all of the damage deposit being retained.

Hirers/Caterers may use the kitchen facilities at the Spotlight under the following conditions: -

- a) On arrival report to the Operations Staff or Front of House Manager to sign in.
- b) Switch off appliances and clean kitchens after use. Caterers should bring their own cleaning equipment.
- c) Report to the Operations Manager (Front of House Manager) before leaving the premises to sign out.

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- d) Hirers must ensure that the caterer is clear on these rules, i.e. (a), (b) and (c), as failure to undertake them will automatically make The Hirer responsible for any loss, breakages or cleaning required and they will be charged at a rate The Council considers appropriate.
- e) Hirers are required to provide their own crockery, table cloths and other equipment required for catering.
- f) Any equipment brought on to the premises (tablecloths, crockery etc) must be removed before the end of the function and within the hall hire period.
- g) Hirers providing their own free bar or using caterers to provide a free bar must ensure that tables are cleared of all glasses, bottles, cans etc before the end of the function and within the hall hire time.
- h) A full inspection will be completed within 48 hours of the hire finishing and any issues reported to The Hirer to discuss how they will be resolved before any deposit is returned

APPLICATION

Applications to hire any of The Council's facilities accommodation will not be considered more than 24 months in advance of the date required.

HEALTH AND SAFETY AT WORK etc. Act 1974

The Hirer shall as soon as possible notify The Council of any accident occurring whereby any person suffers any injury whatsoever or there is any damage to the Council's facilities or equipment during the hire.

NOISE/ ANTI SOCIAL BEHAVIOUR

The Hirer will ensure that noise from the event will be kept to an appropriate level in accordance with the facilities premises licence and that exit doors from the premises and windows are kept closed to minimise noise for nearby residents. The Hirer will also ensure that disturbance to nearby residents is minimised when guests leave the premises.

27. BOX OFFICE

A Box Office service is available to hirers for which a commission of 10% or £175, whichever is greater of sales is payable. Other charges are applicable – Ticket Printing, PRS, etc.

28. SUB-LETTING

The Hirer may not sub-let or assign the benefit of any hiring and will be held personally responsible to The Council for the observance of these regulations and any further or special conditions which may be imposed by The Council.

STATUTORY REQUIREMENTS

The Hirer will observe all conditions and restrictions as may be prescribed by an Act of Parliament, Bylaw, Regulations or Licence in relation to the accommodation or the user thereof including regulations made by the Hertfordshire County Council and will keep indemnified The Council and any person in whose name any such Licence may be held on their behalf against any penalties, damages costs, claims, actions and expenses that may be incurred by them, or him, owing to the breach, non-observance or non-performance of any such condition and restriction as aforesaid.

The Hirer may be liable to pay the full damage deposit or an additional amount, if the cost to the Council exceeds the value of the damage deposit, if false information regarding the nature of the booking is provided or if any of the terms and conditions is not adhered to.