

HERTFORD TOWN COUNCIL

MILL BRIDGE ROOMS - PRIVATE HIRE

TERMS AND CONDITIONS OF HIRE

DEFINITIONS:

In these terms and conditions, the following words and expressions shall be defined as follows (unless the context requires otherwise) –

“MILL BRIDGE ROOMS” means the Mill Bridge Rooms, community hall, part of the Seed Warehouse

“THE HIRER” means the person or persons, company or any other legal body who signs the Application Form;

“THE COUNCIL” means Hertford Town Council;

“THE TOWN CLERK” means the Town Clerk or any other Officer of the Council authorised to act in the name of the Town Council or Town Clerk.

“DATE(S) OF HIRING” means the date or dates on which the Hirer is entitled to use the premises under the terms of the Agreement.

“CANCELLATION PROVISIONS” means the terms applicable in the event of cancellation outlined in the section entitled CANCELLATIONS

“THE AGREEMENT” means the official Application Form for the hire of the premises.

APPLICATION TO HIRE:

1. All applications for the hire of the Mill Bridge Rooms have to be in writing on the official Application Form obtainable from Hertford Town Council, The Castle, Hertford, SG14 1HR (telephone: 01992-552885 or fax: 01992-505876) and available at www.hertford.gov.uk
2. The Council will hold a provisional booking for a maximum of 14 days until the Council receives written confirmation of the booking accompanied by a non-refundable deposit of 20%. In the event that a booking is not confirmed within the 14 days, the Council reserves the right to cancel the provisional booking without notice. The Hirer may cancel provisional bookings by email.
3. The booking will not be regarded as a confirmed booking until a completed and signed Application Form with a non-refundable deposit of 20% has been received by the Council and confirmed in writing by the Council's Customer Services.
4. Once the Hirer receives written confirmation of their booking and receipt of their deposit from the Council's customer services, the Hirer agrees to be bound by these terms and conditions.
5. The Council reserves the right to reject as it sees fit any application for the hire of any part of Mill Bridge Rooms or impose any additional conditions regarding the hire as it sees appropriate. If the Council does impose additional conditions it will inform the Hirer in advance of the hire date and the Hirer will have the right to cancel the hire and have any deposit or hire monies paid refunded to them.
6. The person(s) signing the Application Form will be taken to be the Hirer as well as any organisation on whose behalf the application has been made and will be jointly and severally responsible to the Council, along with that organisation, for the payment of the hiring fees and for the strict adherence to the terms and conditions of hire. This means that the Hirer may be fully liable for payment of the hiring fees in the event that the organisation on whose behalf the application has been made does not pay the hiring fees. It also means that the Hirer is as responsible for ensuring strict adherence to these terms and conditions as the organisation on whose behalf the application has been made.

THE HIRE

The hire of the premises is based on the following conditions:

1. The Hirer will not sublet or re-hire any hired part of the Mill Bridge Rooms and should the Hirer do so (or attempt to do so) the Council will be entitled to cancel the hiring and the Cancellation Provisions will apply.
2. The hiring does not entitle the Hirer to use or enter any part of Mill Bridge Rooms at any time other than the specific hours for which those areas are hired unless prior arrangements have been made with the Town Clerk or another designated officer.
 - a. The Council does not accept any liability for any damage or theft or loss of any property brought into or left in Mill Bridge Rooms either by the Hirer or by any other person, or left with any officer or servant of the Council, unless such damage or loss is caused by or due to the negligence of the Council.
 - b. The Council is not responsible for the car parking areas including Mill Bridge Rooms grounds and therefore cannot accept any liability for damage to vehicles parked there.
 - c. The Council will not be liable for any loss due to any change in law or other event beyond its reasonable control, which may cause Mill Bridge Rooms or any part of it to be closed temporarily or the hiring to be interrupted or cancelled, except where such a loss is caused by or due to the negligence of the Council.
3. Council officers or representatives and any police officer on duty at any time during the hiring have the right to enter any part of Mill Bridge Rooms to ensure compliance with these terms and conditions.

HIRE CHARGES AND PAYMENTS

1. The Council reserves the right to alter charges and fees from 1st [April/October] every year. In the event that the Council alters charges and fees at any other time such an alteration will not affect confirmed bookings already made at that time.
 - a. A non-refundable deposit of twenty percent (20%) of all charges must be paid to the Council at the time of the application to hire any part of Mill Bridge Rooms and no booking will be confirmed until such a payment has been made.
 - b. The balance for all charges for hiring any part of Mill Bridge Rooms as set out in a final invoice sent to the Hirer by the Council must be paid to the Council not less than twenty-eight (28) days prior to the date of the hiring, except that in the case of an application for hiring made less than twenty-eight (28) days before the hire date all charges must be paid at the time of booking.
 - c. If the Hirer does not comply with the provisions of this condition, the Council will be entitled to cancel the hiring and Cancellation Provisions will apply.
 - d. Cheques should be made payable to: Hertford Town Council.
 - e. A returnable bond of one hundred (£100.00) is required (in cash or cheque payable to Hertford Town Council) as a damage waiver and will be returned less the cost of any damage after the inspection of the hired part or parts of Mill Bridge Rooms by a representative of the Council.
2. If an accepted hiring is cancelled by the Council under the Cancellation Provisions, or is cancelled by the Hirer, the Hirer will be liable to pay a cancellation charge to the Council calculated in the following manner:
 - a. If notification of the cancellation is received by the Council more than twenty-eight (28) days prior to the hiring date, the cancellation charge will be the 20% deposit.
 - b. If notification of the cancellation is received by the Council less than twenty-eight (28) days prior to the hiring date but more than seven days (7) prior to it, the cancellation charge will be 50% of the full hiring fee.

- c. If notification of the cancellation is received by the Council less than seven days (7) prior to the hiring date, the cancellation charge will be 100% of the hiring fee.

CANCELLATIONS

BY THE COUNCIL -

The Council reserves the right to cancel the hiring:

1. In the event of a breach or anticipated breach of any these terms and conditions.
2. If at any time before the hire date the Council discovers that the Hirer has left important information out of, or made a false statement on, the Application Form, which would have seriously affected the ability of the Council to decide to make any part of Mill Bridge Rooms available.
3. In the event that the Council requires the use of any part of Mill Bridge Rooms in the following circumstances:
 - occasions of national rejoicing or mourning
 - occasions of civic or national importance
 - Parliamentary or local government election or bye-election

The Council will give the Hirer reasonable notice of cancellation.

If any cancellation is made under (1) and/or (2) above, the Council is entitled to retain any deposit and minimum charge paid and will not be under any liability to the Hirer for any loss or damage to the Hirer as a result of the cancellation.

If any cancellation is made under (3) above, the Council will return any monies paid to the Hirer but it will not be under any liability to the Hirer for any loss or damage to the Hirer as a result of the cancellation.

BY THE HIRER -

The Hirer has the right to cancel a provisional booking (i.e. one that is unconfirmed by Application Form and payment of a 20% deposit and the £100 minimum charge) in writing, by telephone, fax or by email without incurring costs or a cancellation fee.

The Hirer has the right to cancel a confirmed booking in writing but will incur the cancellation fees set out in the section entitled HIRE CHARGES AND PAYMENTS.

REDECORATION/MAINTENANCE

Because the Mill Bridge Rooms is part of a Grade II Listed Building it is the responsibility of its owners the, Hertford Town Council, to ensure it is kept in good order and redecoration, and both internal and external work will take place from time to time. The Hirer is therefore entering into this agreement to hire any part of Mill Bridge Rooms on the understanding that essential work may be in progress at the time of its event and that the condition of parts of the hired areas or Mill Bridge Rooms in general may not match precisely the photographs and/or descriptions of them that may appear in the brochure for Mill Bridge Rooms. However, if maintenance and/or redecoration work is to take place at the time of hire, the Council will endeavour to give as much notice as possible to the Hirer.

LIMIT OF COUNCIL'S LIABILITY

The Council will not be liable for any loss due to the cancellation or non-provision of any hire due to circumstances outside of its control. The limit of the Council's liability is as set out below:

- a. nothing in these terms and conditions will exclude or in any way limit the Council's liability for death or personal injury caused by its negligence, or any other liability to the extent that such liability may not be legally excluded or limited.
- b. the Council will not be liable under these terms and conditions for any loss of income or profits, loss of contracts or for any indirect loss or damage of any kind; and
- c. the Council's maximum liability in connection with these terms and conditions will not exceed the Hirer's deposit or room hire charge paid or payable to the Council in respect of the applicable hire.

LOTTERIES, RAFFLES AND GAMING:

1. The Hirer will not hold or allow to be held on the premises any lottery other than a lawful lottery nor use or allow the premises to be used for the purpose of gaming unless the prior written consent of the Council has been obtained.
2. Where the Hirer intends to hold a lawful Lottery he must submit to the Town Clerk at least 7 days prior to the function:
 - A signed declaration that the proposed lottery is exempt from licence or
 - The licence itself.

LICENCES AND COPYRIGHT:

1. The Council is not licensed for film performances and should the Hirer wish to show film or video, it must obtain the relevant licences from the licensing authority.
2. Copyright works must not be performed without the consent of the owner of the copyright and the Hirer will be responsible for obtaining such consent and will pay to the Council any costs the Council incurs arising out of any infringement of copyright that occurs during hiring.
3. The Hirer will be liable for and must make arrangements for the payment of any taxes or royalties payable in respect of the function.
4. The conditions attached to all licences and regulations in force, i.e. a premises licence under the Licensing Act 2003 for any part of Mill Bridge Rooms, must be observed. A copy of each such licence may be seen on application to the Town Council and the Hirer shall be taken to have had notice of all such conditions. The premises licence for Mill Bridge Rooms does not cover the sale or supply of alcohol.

CATERING AND ALCOHOL

1. The sale or supply of alcohol is prohibited unless a Temporary Event Notice under the Licensing Act 2003 for any part of Mill Bridge Rooms has been applied for from the licensing authority and is in force at such time permitting such sale or supply. It is the sole responsibility of the Hirer to apply for such licences and/or Notices as it requires and bear its own costs in doing so. If a Temporary Event Notice is required a copy of the Notice applied for must be provided to the Council before the date of hire.
2. The Hirer will be solely responsible for the provision of catering services for any hiring period and will ensure that it or anyone it uses to provide such services will:
 - a. provide to the Council on request copies of any necessary insurance policies and/or certificates, including but not limited to public liability insurance and portable appliance testing; and
 - b. comply with all relevant health and safety legislation in force at the time

SEVERANCE

If any provision of these terms and conditions (or part of any provision) is found by any court to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this agreement, and the validity and enforceability of the other provisions of this agreement shall not be affected.

CONDUCT AND CARE OF THE PREMISES

1. The Hirer must take care of and not permit any damage:
 - a. to any part of Mill Bridge Rooms; or
 - b. to any furniture, equipment or other property and the Hirer will pay for any damage (including accidental damage) caused by any act of neglect of it or anyone it brings or allows into any part of Mill Bridge Rooms when those parts are being hired by it. Therefore, a returnable bond of one hundred (£100.00) is required (in cash or cheque payable to Hertford Town Council) as a damage waiver and will be returned less the cost of any damage after the inspection of the hired part or parts of Mill Bridge Rooms by a representative of the Council.
2. The Hirer of any part of Mill Bridge Rooms will be liable for, and pay the cost to the Council of, any loss or damage which may be incurred by or happen to the Council or any third party as a result of the acts or omissions of the Hirer except to the extent any such loss or damage is attributable to the Council.
3. The Hirer, and anyone associated with it will, at any time they are in Mill Bridge Rooms for the purpose of the hiring, comply with all reasonable requirements of the Town Council and its Members, Officers or representatives.
4. The Hirer will during the hiring be responsible for:-
 - a. the efficient supervision of any hired part of Mill Bridge Rooms including the effective control of children,
 - b. the safety of any hired part of Mill Bridge Rooms and the preservation of good order and decency;
 - c. ensuring all exit and/or fire doors from any hired part of Mill Bridge Rooms are kept unfastened and unobstructed and immediately available for exit during the whole time that those areas are in use and no obstruction will be placed or allowed to remain in any corridor or doorway giving access to those areas.
5. If the Hirer fails to observe and perform any one or more of the stipulations contained in the above provisions of this condition, the Council may:-
 - a. recover from the Hirer any expenses incurred by the Council in engaging police constables or other persons to secure such observance and performance;
 - b. cancel any other engagements for any hired part of Mill Bridge Rooms that the Hirer may have made without incurring any liability to the Hirer other than for the return of any fee paid to it, less an amount equal to fifty percent (50%) of the total fee, which would otherwise have been payable in respect of such cancelled engagements. This sum may be retained by the Council as damages for the loss of such engagements.
6. No decoration or advertising matter will be displayed inside or outside any part of Mill Bridge Rooms without the previous written consent of the Council.
7. The Hirer will remove any decoration or advertising matter displayed inside or outside Mill Bridge Rooms if in the opinion of the Town Council, its Members, Officers or representatives it causes those areas to be unseemly or expose them to an undue risk of fire or is likely to lead to a disturbance or breach of the peace.
8. No bolts, nails, tacks, screws, bits, pins or other similar objects will be driven into any part of Mill Bridge Rooms nor will any placards or other articles be fixed onto them.
9. The Hirer of any part of Mill Bridge Rooms will not publicise any event by means of unauthorised bill posting and should any such unauthorised bill posting occur the Council will be entitled to cancel the hiring and the Cancellation Provisions will apply.
10. All scenery, costumes and stage equipment used for performances or the like must be fireproofed in accordance with the regulations in force at the time.

11. No additional lights, apparatus or extensions from the existing electric light fittings will be used without the previous written consent of the Council.
12. No animal will be allowed to enter Mill Bridge Rooms except with the prior written consent of the Council.
13. The maximum capacity for the Mill Bridge Rooms is forty (40) people and the Hirer must comply and not exceed these numbers.
14. At the end of the hiring the Hirer will leave any hired part of Mill Bridge Rooms in a **clean, secure and orderly state** and in the same condition as at the commencement of the hiring. The Hirer of any part of Mill Bridge Rooms will pay a reasonable charge for putting the premises in order if the premises are found to be in an unusable state at the end of the hire.