

# Community Facilities - Terms and Conditions of Hire

## **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.
- 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 10 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/Public Holidays. However, Council may hire Community Facilities on Bank and Public Holidays in extenuating circumstances, 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 Facilities, in line with Council Policy and Government legislation.
- 2.4 Only one inflatable per booking will be permitted.
- 2.5 Confetti Balloons and all forms of glitter are prohibited in all Community Facilities.
- 2.6 The Council has banned the release of Chinese Lanterns and balloons from all Council property. The ban has been introduced in response to concerns over the impact on the environment, animal welfare and health and safety.
- 2.7 Authorised Council Officers have the right of free access to all parts of the Facility for the purpose of supervision and inspection.
- 2.8 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.
- 2.9 No part of the Facility is to be used for any unlawful purpose or in any unlawful way.
- 2.10 The Council reserves the right to refuse any booking.
- 2.11 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 – One Off (Casual) Bookings**

- 3.1 The Charges for the hire of the facility must be paid in full at the time of booking.
- 3.2 Cheques should be payable to 'Ards and North Down Borough Council' and should be forwarded to the address detailed on the Booking Form.
- 3.3 Strictly no refunds for one off bookings, but the date may be changed, subject to availability.

## **4. Long Term Bookings (Block Bookings/Extended Lets)**

- 4.1 Long term/extended lets are bookings of a duration of 10 or more consecutive weeks.
- 4.2 Long term/extended lets will be invoiced monthly in arrears. Invoices must be paid in full within 30 days of the date of issue.
- 4.3 Failure to comply with 4.2 will result in the Council reserving the right to cancel the booking and to re-let the Facility.
- 4.4 No advance bookings will be accepted more than one year ahead, without the consent of the Council.

## **5. Cancellations or Amendments by the Hirer (Long Term Bookings/Extended Lets)**

- 5.1 All cancellations or amendments must be made in writing to the Council Officer at least 5 working days in advance of the event/function.
- 5.2 In the event of cancellation/amendment a full or part refund may be made available.
- 5.3 Failure to comply with the 5 working days cancellation notice may result in the Hirer being charged the full cost of the booking.
- 5.4 First amendment/change will be processed free of charge, a second amendment/change on the same account will incur a £5.00 admin fee, a third plus any further amendment/change will incur a £10.00 admin fee.

## **6. Cancellations by the Council**

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

## **7. Damage and Loss**

- 7.1 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.
- 7.2 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.
- 7.3 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 shall indemnify the Council against all such liabilities.

- 7.4 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.
- 7.5 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.

#### **8. Stewards and Attendants**

- 8.1 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.
- 8.2 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.

#### **9. Alcohol, Intoxicating Liquors and Substances**

- 9.1 The Council reserves the right to prohibit the sale, service or consumption of alcohol in any of its Facilities.
- 9.2 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.
- 9.3 No such alcohol shall be sold without the Hirer providing Council with the appropriate licensing documentation prior to the event/function.
- 9.4 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.
- 9.5 It is the Hirer's responsibility to ensure that no person/s intoxicated by alcohol or substances is admitted to the event/function.

#### **10. Equipment**

- 10.1 All furniture, equipment brought, or sent to the Facility, by the Hirer shall be agreed by the Council Officer.
- 10.2 All equipment associated with the Hirer must be removed from the Facility by the end of the booking period detailed on the Booking Form.
- 10.3 Hirers/suppliers bringing electrical equipment to facilities must ensure/be able to provide proof that all equipment has been Portable Appliance Tested (PAT).
- 10.4 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.
- 10.5 The Council accepts no responsibility or liability for the loss, damage or theft of any equipment or other effects associated with the booking.

#### **11. Kitchen Facilities and Catering**

- 11.1 Hirers making use of kitchen facilities may only use Council supplied electrical equipment, which have been Portable Appliance Tested (PAT).
- 11.2 It is strictly forbidden for hirers to use personal appliances, which includes airfryers.
- 11.3 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.

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

- 12.1 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.

#### **13. Health and Safety**

- 13.1 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.
- 13.2 Hirers shall not place or permit to be placed any obstructions of any kind in passages, doorways and emergency exits.
- 13.3 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. Agreement**

- 14.1 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.
- 14.2 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.