

CITY OF BRADFORD METROPOLITAN DISTRICT COUNCIL

Museums, Galleries & Heritage Service

COMMUNITY VENUES - TERMS AND CONDITIONS OF LETTING

THIS DOCUMENT CAN BE MADE AVAILABLE IN LARGE PRINT IF REQUIRED

1. INTERPRETATION

"The Council" means City of Bradford Metropolitan District Council (acting by their duly authorised representative).

"The Premises" means the theatre, hall, rooms or other premises or parts of premises described in the hiring agreement.

"The Hirer" means the person(s) and/or the body by whom or on whose behalf the application for the use of the Premises has been accepted by the council.

2. BOOKINGS

Where a booking is made on behalf of an organisation or body of persons this must be disclosed to the Council before the booking is made. The person by whom the hiring agreement is signed shall be considered as the Hirer. Where a promoting organisation or a body of persons is also named on the hiring agreement that organisation or body shall also be considered the Hirer and shall be jointly and severally liable with the person who signs the agreement.

3. USE

The Premises shall only be used for the purpose specified in the hiring agreement. The character of any function for which the premises are hired shall be subject to the approval of the Council and the Hirer shall supply the Council Authorised Officer with one copy of all bills, notices, announcements, programmes, tickets and other matter to be used in connection with the function for which the Premises are hired. At the expiration of the period the Hirer shall leave the Premises in a tidy and orderly condition.

4. CANCELLATION OF HIRING

a) The Council shall have the right, on giving written notice to the Hirer, to cancel the hiring of the premises if in the opinion of the Council the purpose for which the Premises are to be used are likely to lead to a breach of the peace or in the following circumstances:-

- i) if by the act of God, epidemic, fire, flood, or other emergency the Premises are required to be closed.
- ii) if the Premises are not available for letting in consequence of the withdrawal or suspension of any licence.
- iii) by reason of any industrial dispute concerning any workmen, musicians, artists or staff which with the working of the Premises or on account of any cause outside the control of the Council.
- iv) if the Council consider that the Premises should be closed on the day for which they are hired.
- v) if the Premises shall be required by the Council on the day for which they are required.
- vi) if the Premises shall have been booked for or on behalf of an organisation and this has not been disclosed to the Council before the booking was made.

In the event of such cancellation the Hirer may engage the Premises for some other convenient occasion or claim repayment of any deposit or hiring charge he/she may have paid, provided that the Council shall not be liable for the payment of any allowance or compensation to the Hirer for the cancellation or alteration of the engagement.

In the event of the Hirer committing any act of bankruptcy or (being a company) entering into liquidation either compulsorily or voluntarily, or in the part of the Hirer failing to observe and perform any of these conditions the Council, may, without prejudice to any right of action which they have against the Hirer, forthwith cancel the hiring of the Premises and thereupon the Hirer shall forfeit to the Council any deposit or hiring charge he/she may have paid and shall have no claim against the Council for any damage or loss he/she may sustain in consequence of such cancellation.

b) In the event of cancellation by the hirer the deposit is non-returnable. In the event of cancellation by the hirer between twelve and two weeks prior to the event, 50% of the hire fee is payable in addition to the retained deposit. In the event of cancellation by the hirer within two weeks of the event, the full hire fee is payable. Notification of cancellation must be given in writing.

5. ASSIGNMENT AND SUB-LETTING

The Hirer shall not under any circumstances assign or sub-let the use of the Premises granted by this agreement, or any part thereof, without the written consent of the Council.

6. ADMISSION

The Hirer shall not admit into the Premises a greater number of persons than that specified in the hiring agreement or as otherwise agreed in writing with the Council.

The Council reserve the right at all times of entry to every part of the Premises and a right to refuse admission or to remove from the Premises any person at their discretion.

7. PUBLIC MEETINGS

In the event of the hiring of the Premises for a political or public meeting the Hirer shall, if required so to do by the Council, arrange for the printing in advance of tickets of admission and make them available to members of the public.

8. OPENING AND CLOSING TIMES

The time fixed by the Council for the opening and closing of the Premises for the commencement and termination of a function shall be adhered to and the Hirer shall arrange such interval or intervals in each function as may be required by the Council.

9. KEEPING OF ORDER

The Hirer shall not cause or permit to suffer to be caused or permitted:

- i) any unlawful betting, gaming or lottery of any kind to take place in the Premises.
- ii) any disorderly person to enter or remain in the Premises.
- iii) any person to smoke on the stage or anywhere in proximity thereto.
- iv) any person, other than the artistes, performers or persons employed at the Premises, to go into the dressing rooms without the previous written consent of the Council.
- v) any exhibition, recitation, acting, singing or dancing, which in the opinion of the Council is obscene, profane or offensive.

The Hirer shall secure the maintenance of good rule and order in the Premises during the hiring, and shall be responsible for providing such numbers of stewards as the Council consider necessary. Some or all stewards may, at the discretion of the Council, be provided by the Council and paid by the Hirer.

If the Council consider it necessary or desirable that police shall be in attendance the Council will provide and the Hirer will pay for such number of police as the Council shall determine. All stewards and police shall be and will remain on duty for the periods specified by the Council, and the Hirer shall instruct the stewards provided by him/her that they are to comply with the requirements of the Council.

The Council reserve the right to put a stop to any entertainment or meeting on the Premises which is not properly conducted with due regard to health and safety or which is a cause of a civil disturbance, disorderly conduct or potential criminal offence.

10. GANGWAYS AND EXITS

The Hirer shall ensure that all gangways, passages and staircases in the Premises shall be kept entirely free from chairs or other obstructions whether permanent or temporary, and shall not allow any persons to congregate in any such gangways, passages or staircases, so as to cause an obstruction or so as to impede the free passage of the public. All hydrants and fire appliances shall, during each performance, be kept ready for immediate use and nothing shall be placed as to interfere with or obstruct the free use of them.

All exit doors in the Premises shall be left unfastened and unobstructed and immediately available for exit during the whole of such times as the Premises are in use.

11. FURNITURE AND FITTINGS

The Hirer shall not without the previous written consent of the Council:

- i) bring into the Premises any furniture, curtains, fittings, temporary erections, scenery, or inflammable materials.
- ii) place or fix any streamers or similar items or permit the throwing of confetti or streamers or similar items on the Premises.
- iii) Exhibit any advertisements inside or outside the Premises except on the notice boards provided for the purpose and then for not more than seven days prior to the date of the hiring of the Premises.
- iv) execute or cause to be executed any work on the Premises.
- v) cause or permit any nails or screws to be driven into the Premises or into any furniture, fixtures or fittings therein.
- vi) remove or alter any electrical wiring or fittings.
- vii) fix or place any new electrical wiring or fittings.

12. LICENCES

a) The letting of the premises by the Council for any function shall not in any way constitute a guarantee that such a function or any activity connected with such a function is permissible and complies with all the legal requirements.

It shall be the sole responsibility of the Hirer to ensure that all the necessary licences have been obtained for the purpose for which the premises are hired and the Hirer should obtain the written consent of the Council before making any application for any licences.

It shall be the sole responsibility of the Hirer to pay any royalties and any other fees becoming due to any person as a result of the use of the premises by the Hirer. (This includes payments to the Performing Right Society, Phonographic Performance Limited, Mechanical Copyright Protection Society).

The Hirer shall comply with the conditions attached to all licences held or obtained by the Council and shall indemnify the Council from any breach of these conditions.

The Hirer shall indemnify the Council against any infringement of copyright which might occur during the hiring.

Copies of licences held by the Council may be seen by the Hirer on request.

b) Films and Plays

The Hirer shall give to the Council details of all films and plays intended to be shown or performed in the Premises at least fourteen days before the date on which the film or plays are to be shown or performed.

The Council reserve the right to forbid the showing of any film or play if in their opinion it is unsuitable for exhibition at the premises. In all circumstances a Cinematographic Licence or Stage Play Licence must be obtained prior to the performance of any film or play.

c) **Child Performers**

The Hirer shall ensure that no child shall perform at the Premises except in accordance with the Children and Young Persons Act 1963 and any licence required under this Act shall be disclosed to the Council by the Hirer before the first performance.

13. POSTERS

The Hirer covenants with the Council not to post or display or suffer to permit to be posted or displayed any poster, notice, placard, billboard or other form of advertisement (hereinafter called 'posters') without the consent in writing of the Council either inside or outside the facility, or on any wall, tree, fence, notice board, or any building or structure (hereinafter called 'the structure') whatsoever and wheresoever in the Metropolitan District. Any poster found posted or displayed as foresaid shall be deemed conclusively to have been posted by the Hirer.

In the event of any breach or non-observance of this sub-clause by the Hirer or its servants, against contractors or performers, the Artistes/Hirer shall pay to the Council by way of liquidated damages the sum of £5 in respect of each of the posters, or such other sum equal to the cost to the Council of employing any work materials or apparatus to remove each of the posters together also with the cost of restoring or replacing or making good any damage to the structure or otherwise compensating the Council for any loss or damage suffered as a result of the said breach or non-observance and the said sum shall be recoverable by action and the Council shall have the right to deduct the same from remuneration payable to the Hirer.

14. REPRODUCING BROADCASTING AND PHOTOGRAPHING

The Hirer shall not without the written consent of the Council, use the Premises for the exhibition of television or by telegraph, radio or any other means transmit or permit the transmission from the Premises any entertainment, exhibition, meeting, performance or event of any kind.

15. REHEARSALS

The Council reserve the right to use the Premises or let them to another hirer for any period when Premises are not booked by the Hirer. The Council reserve the right to place a traverse curtain across any scenery or properties during the time that the Premises are let to another Hirer.

The use of the premises will be granted to the Hirer for the purpose of reasonable rehearsals approved by the Council subject to the payment of the prescribed charges.

16. BOX OFFICE

The Council reserve the right within premises in which there are box offices, to open the box office during any period and hiring of the premises for advance booking purposes. If the hirer wishes to use the box office during letting sessions or at any times or wishes tickets to be sold on behalf of the Hirer by Council staff, then special arrangements must be made with the Council and the agreed fee will be deducted from the box office receipts.

17. CLOAKROOMS

In the Premises in which there are cloakrooms the use of them is entirely at the hirer's risk and the Council shall not be liable for any loss or damage of any kind occasioned during such use, except loss or damage arising from death or bodily injury arising from the negligence of the Council, its tenants or agents. The hirer shall provide his/her own cloakroom attendants and cloakroom tickets.

18. BARS

The Hirer shall not sell or permit to be sold or caused to be sold alcoholic drinks, non-alcoholic drinks, minerals, coffee or other refreshments, without prior written consent of the Council.

19. KITCHENS

In Premises which contain kitchens special arrangements may, at the sole discretion of the Council, be made for the use of such kitchens.

The Hirer shall be responsible for repairing any damage caused to the kitchen and the equipment therein and shall leave the kitchen and the equipment in a thoroughly clean condition.

20. SALE OF GOODS

The Hirer shall not without consent of the council sell or exchange or cause to permit to be sold or exchanged in the Premises any goods of any kind whatsoever, save only for programmes or brochures relating to the function for which the premises have been hired. Without foregoing any clause contained in the Terms and Conditions of letting the Public Halls, the following conditions will also apply to Sale of Goods in such halls:

- i) The Hirer will ensure that good order is kept in the Premises at all times during the period of hire.
- ii) The Hirer will acknowledge that right of entry to the Premises hired is at all times during the period of hire reserved to and at the discretion of the Council.
- iii) The Hirer will accept full responsibility for all damage to the Premises or any part or parts of the Premises or any facility provided arising from the hiring, and to make good such damage at the hirer's expense, to the satisfaction of the council.
- iv) The Hirer shall not under any circumstances assign the use of the Premises, or the benefit of the hiring to any person or body.
- v) The Hirer shall conduct all transactions in accordance with the Fair Trading Laws and in particular shall ensure that the total price of all goods and services are clearly and permanently displayed. Discounts to be based only on Manufacturer's Recommended Retail Prices, (where such recommended prices are published) or on the price at which the goods have previously been sold by the Hirer.
- vi) The Hirer shall avoid the use of price comparisons such as "worth and Value".
- vii) The Hirer shall ensure that there shall be no exclusion of consumers' rights and in particular rights in respect of replacement of faulty goods.
- viii) The Hirer shall ensure that the organiser's full name and address is displayed on all publicity materials and at the sale itself.

- ix) The Hirer shall nominate a senior member of the organiser's staff to be present throughout the period of hire to be responsible for handling customer's complaints.
- x) The Hirer shall recognise that this hiring is also an undertaking by the organiser that the sale shall be conducted in accordance with fair trading practices.
- xi) The Hirer shall ensure that notification of the proposed sale is given to the local enforcement authority, to include details of time, place, date and organiser, as listed above and shall also ensure that officers of the local enforcement authority are permitted entry during the time of the hiring by virtue of the condition (ii) above.

21. DAMAGE

The Hirer shall be liable for any loss or damage done to the premises, its furniture, fixtures and fittings, and to any property of the Council during the time it is let to the Hirer, if such damage results from the act or omission of the hirer, his/her agents or servants or from the failure of the hirer, his/her agents or servants, to ensure that reasonable care is taken to prevent such loss or damage or to reasonably ensure that the Premises are properly used by all persons entering therein in accordance with this agreement.

22. PROPERTY

The Council will not be responsible for the safe custody of any property of the hirer, his/her artistes or performers or any other persons whomsoever attending the function for which the premises has been hired and in particular (without prejudice to the generality of the foregoing) will not be responsible for loss or damage to said property howsoever caused unless such loss or damage has arisen from the negligence of the Council and its servants or agents.

Note: Hirers are urged to consider the advisability of taking out appropriate insurance cover in respect of their own legal liabilities arising out of or in connection with the hiring.

23. INDEMNITY

In the event of any claim being made by any person or persons whatsoever in respect of death or injury of any person or damage or loss to any property which may have been sustained or incurred by such person or persons whilst in the Premises during the time the premises are hired to the hirer or for any purpose connected with the function for which the Premises have been hired to the Hirer, the Hirer alone shall be responsible and shall indemnify the Council in respect of all such claims, provided that the Hirer shall not be liable for any injury, damage or loss caused by the act, neglect or default of the Council.

APPENDIX - The Hirer shall at the request of the Council enter into a policy of insurance in the joint names of the Hirer and the Council with a reputable insurance company with a policy of insurance to cover any liability which the Hirer shall of incurred by virtue of Clause 22 hereof and the Hirer shall promptly pay the Council any moneys received thereunder.

If there are any queries regarding the 'Terms and Conditions' of hire please contact the Halls Manager, Bingley Arts Centre, 01274 431576.

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