

Terms of Room Hire

These are the Terms which will apply between the Borough Council of Calderdale of the Town Hall, Crossley Street, Halifax HX1 1UJ (in these terms referred to as “we”, “us” and “our”) and the hirer who has signed the Hire Form (in these terms referred to as “you” or “your”) and relate to the hiring out of the Room. Where you have signed the Hire Form on behalf of an organisation, for the purposes of your Booking both you and your named organisation will be deemed to be the hirer.

The hiring of a Room is personal to the hirer (or stated organisation) and you may not assign, sub-let or transfer any rights in relation to the hire of the Room or your Booking to any other person.

These Terms and any other guidance we may issue to you are intended to help hirers of the Room to have smooth running events and to make you aware of the obligations we expect from you. Please read these Terms carefully. Whilst we cannot cover every special condition and circumstance, you must ensure these Terms are followed by you, your organisation, your invitees and anyone providing any services for you whatsoever during your event.

If you have questions about your Booking, please contact Grant Soames – Programme Manager on 01422 392 820.

In these Terms these definitions will apply:

the ‘**Room**’ is the room or rooms or facilities that we have agreed you may hire;
the ‘**Booking**’ is the period of time for which the Room is hired to you for an event;
the ‘**Hire Form**’ is the application to hire a Room signed by the named hirer.

1. HOW TO MAKE A BOOKING

- 1.1 A provisional booking may be made over the telephone which will be held for 14 days. We reserve the right to release a provisional booking and re-let the Room if the completed and signed Hire Form is not returned to us within the 14 day period. Your Booking will not be confirmed by us until we have received your completed and signed Hire Form along with payment of the hire charges..
- 1.2 A series of events at the Room may be booked on one Hire Form.
- 1.3 You must fully and fairly represent the purpose for which the hire of a Room is required. Any misrepresentation or serious inaccuracy may result in the cancellation of your Booking at any time by us and you will not receive a refund for any sums already paid.
- 1.4 The safety of visitors and users to our Room is of utmost importance to us and only bookings which we deem are reasonable and appropriate to the Room will be accepted by us. Please note the requirements of **clauses 6 and 7** where children or vulnerable people will be attending your event.
- 1.5 Once we have confirmed your Booking, you are responsible for paying all sums due under these Terms and these Terms will be binding on you and if applicable, your organisation.
- 1.6 The return of your Hire Form confirms your commitment to hire the Room and the accuracy of the information included in your Hire Form.
- 1.7 You must satisfy yourself that the Room is suitable for your event, and that it meets all your legal responsibilities in connection with your event. You may only use the Room for the purpose you have stated in your Hire Form.
- 1.8 We will only take instructions from the person named as hirer on the Hire Form, however where you are acting as an agent for an organisation, we reserve the right to request written confirmation from that organisation that you have the authority to make the Booking on its behalf.

2. COSTS AND PAYMENT

- 2.1 The charge for the hire of the Room is cost will be dependent on room requirements.

- 2.2 Where VAT is chargeable, it will be paid at the prevalent rate at the date of your event.
- 2.3 When the Hire Form has been received by us a confirmation letter will be sent to you with the details of the total cost of the Booking.
- 2.4 The booking fee **must** be paid by returning a cheque with the signed booking form.
- 2.5 You may make your payments by cheque payable to Calderdale MBC.
- 2.6 We can accept a single payment for a series of Bookings. Please ask when booking.

3. SETTING UP/CLEARANCE

- 3.1 Unless alternative arrangements are made in advance of your event, all items belonging to or used by you, your organisation or your invitees must be removed from the Room at the end of the function. If any items remain at the Room which are your responsibility to remove, we shall be entitled to remove such items from the Room at your expense. Any costs associated with such removal will be charged to you. You must ensure that if you make any changes to the layout out of the Room, such as moving chairs and tables etc, these are moved back at the end of your Booking.
- 3.2 We will manage the lighting and heating of the Room.
- 3.3 You may have access to the Room at the times we will notify to you. You may not alter the starting or finishing time of your event without our prior consent.

4. CANCELLATION BY US

- 4.1 We may cancel your Booking at any time with immediate effect due to any circumstances or events outside our reasonable control which prevent, delay or substantially affect our ability to fulfil our responsibilities under your Booking. This may include any breakdown of machinery, failure of energy supplier, leakage of water, fire, earthquake, severe adverse weather conditions, government restriction, industrial strike or lock-out or any other circumstance or event outside our reasonable control which may cause the Room to become temporarily closed or for your event to be interrupted or cancelled.
- 4.2 If we cancel your Booking for any reason in 4.1 above we will refund any sums already paid for your Booking and we shall not be liable for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by you unless such cancellation is a result of our breaking these Terms and any loss or damage you suffer is foreseeable.
- 4.3 We may also cancel your Booking without liability if, in our opinion, any of the following situations occur (or any other situation which in our reasonable opinion justifies cancellation):
 - (a) You have broken any of these Terms or any provisions of the Hire Form; or
 - (b) You have failed to pay the hire charges 5 working days prior to your event; or
 - (c) The holding of the event gives rise to a serious risk of damage to us or to our reputation;
 - (d) If the event is of a substantially different nature from that stated on the Hire Form;
 - (e) If we do not think you have taken sufficient precautions to ensure public safety (including but not limited to the provisions in **clause 6**) and/or to prevent damage from any cause.
- 4.4 If we cancel your Booking in any of the circumstances in **clause 4.3**, we will give you notice in writing of this and your Booking will end immediately. We will not refund any sums you have already paid for the Booking.

5. EQUIPMENT

- 5.1 You must tell us at the time of making your enquiry about a Booking if you require the use of any equipment at the Room. You will be informed whether we are able to accommodate your equipment needs when you make your enquiry.
- 5.2 It is your responsibility to provide working laptops and cables as no laptops or cables will be available on the day of your event. Any equipment that you bring to the Room that is not provided by us must conform to the Portable

Appliance Testing (PAT) regulations and upon request, certificates must be provided to us before the date of your event.

6. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS

- 6.1 If the purpose of your Booking includes the provision of Regulated Activity (as defined in Part 1 and Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006) at the Room you shall ensure that all staff members who may be engaging in the Regulated Activity at the Room are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service (DBS).
- 6.2 You warrant that at all times for the purposes of this Booking you have no reason to believe that any person who is or will be employed or engaged by you for the purpose of the event is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 6.2 You shall immediately notify us of any information that we reasonably request to enable us to be satisfied that the obligations of this **clause 6** have been met prior to your Booking, where relevant.

7. PREVENT DUTY

- 7.1 You recognise that we are under a duty to prevent people from being drawn into terrorism under section 26 of the Counter Terrorism and Security Act 2015 ("the Prevent Duty") and warrant that you are familiar with and will assist us to act in accordance with the Prevent Duty (<https://www.gov.uk/government/publications/prevent-duty-guidance>).
- 7.2 You warrant that your staff members have been trained in and are aware of the requirements of the Prevent Duty and where you or any member of your staff has any cause for concern in relation to a child or vulnerable person attending your event being at risk of being drawn into terrorism it you will inform us immediately.

8. LOSS OR DAMAGE AND INSURANCE REQUIREMENTS

- 8.1 You must take good care of the Room including all contents, fittings or fixtures owned or used by us or any other third party which are stored or located at the Room.
- 8.2 We shall not be liable for any damage occurring to any item that you, your organisation or your invitees bring into the Room. Nor shall we be responsible for the removal or subsequent storage of such items.
- 8.3 We do not carry third party insurance to cover your event. You must obtain appropriate public liability insurance cover for your event and such cover must fully insure you against all losses and liabilities in respect of damage, loss or personal injury (including death) to property or persons arising from or in consequence of your event, Your insurance should also cover us against any loss or damage we may suffer arising from any failure on your part (or your organisation, invitees or person carrying out services for you as part of your event) to comply with these Terms. We may ask you to provide evidence of your insurance cover.
- 8.4 We reserve the right to refuse to accept your Booking or we may cancel your Booking if you have not provided sufficient evidence of your insurance cover if requested, or if we reasonably deem that the insurance cover you have obtained is not sufficient to cover your liability under these Terms. If this happens, you will not be entitled to a refund of any sums already paid to us.

9. YOUR LIABILITY

- 9.1 Subject to clause 10.2, you will be responsible for and will indemnify us against any liabilities, claims, proceedings and expenses in respect of personal injury, loss or damage (including death) to any person or property in connection with your use of the Room or use by any other persons attending or working in the Room on your behalf.

10. OUR LIABILITY

- 10.1 We carry third party insurance in respect of claims arising due to our own negligence. Subject to clause 10.2, we shall not be liable for:
- (a) the death of, or injury to you (or the named hirer) or your employees, customers or invitees to the Room; or

- (b) damage to any of your property or that of the named organisation, your employees or invitees to the Room; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by you (or the named organisation) or your employees or other invitees to the Room in connection with your Booking; or
- (d) any loss of profit, revenue or business or any consequential loss or damage in each case, howsoever caused, even if foreseeable.

10.2 Nothing in these Terms shall limit or exclude our liability for:

- (a) death or personal injury or damage to property caused by negligence on our part or our employees or agents; or
- (b) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

10.3 We do not give any conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever of the Room or any equipment or service required for your event except as specifically stated in these Terms.

10.4 These Terms set out the full extent of the obligations and liabilities of both you and us.

11. SUPERVISION, HEALTH & SAFETY ETC.

11.1 During the Booking, you are responsible for supervising your event. This includes:

- (a) The effective control of children, the safety of people entering and leaving the Room and the orderly and safe clearance of the Room in the case of an emergency.
- (b) The safety of the interior and exterior of the Room and the preservation of good order and decency.
- (c) Making sure that all exit doors and evacuation routes are kept unfastened and unobstructed and all corridors to exits are clear during the Booking. Although emergency signs are displayed throughout the Room, you must ensure that all persons attending your event are made aware of emergency procedures at the start of your event.
- (d) Provision of adequate first aid arrangements during your event.

11.2 Anyone employed or engaged by you in connection with your Booking must comply with any reasonable requests made by us or our staff. We may also ask you to comply with any relevant health and safety and statutory requirements.

11.3 It is your responsibility to ensure that any accident or dangerous occurrence is reported to us immediately.

12. OTHER RESTRICTIONS ON YOUR USE OF THE ROOM

12.1 You may not put up any form of decoration or fix anything to any part of the building, inside or outside, without our prior permission. This includes flags, banners and advertising.

12.2 No dangerous, flammable, unseemly or offensive articles (including explosives, fireworks, flares, naked flames or any type of pyrotechnics) may be used or brought into the Room.

12.3 No portable electrical or gas appliances are to be used without our prior permission. All appliances used must conform to the PAT regulations and we may ask you to provide certificates to us before the date of your Booking.

12.4 Except for Assistance dogs, no animals are permitted in the Room without our prior permission.

12.5 You must keep our equipment at the Room at all times and shall not move or attempt to move any part of our equipment to any other location.

12.6 You must not under any circumstances make any alterations to the structure, internal layout, fixtures, fittings, decorations or furnishings of the Room.

12.7 Smoking is not permitted in any part of the Room.

12.8 Press, television or radio coverage of your event at the Room is not permitted without our prior permission.

12.9 You must not say or do anything which may damage or is likely to damage our reputation.

13. CANCELLATION BY YOU

- 13.1 In the unfortunate event that you need to cancel your confirmed Booking (after your Hire Form has been received and confirmed by us), you will need to tell us in writing (which includes email). Please note that we will not refund any hire charges already paid by you for any cancellations that are made less than 5 working days prior to the event.
- 13.2 We will contact you to confirm we have received your written cancellation, and the cancellation date will be the date that we contact you.
- 13.3 If you need to postpone your Booking, please contact Grant Soames – Programme Manager on 01422 392 820 to discuss.

14. BREACH OF THESE TERMS

- 14.1 You must fully and carefully read and comply with these Terms and any further guidance that we may provide to you. You must take all reasonable action to ensure that anyone attending your event or using the Room in connection with your Booking also complies with these Terms.
- 14.2 We have the right to cancel your Booking and/or any future bookings made by you without any liability if we deem there to be any serious non-compliance with these Terms.

15. THE END OF THE BOOKING

- 15.1 At the end of your booking, you must leave the Room in a clean and tidy condition.
- 15.2 All personal effects and/or equipment brought into the Room by you or your invitees and any additional rubbish from your event must be cleared away on the same day.
- 15.3 We accept no responsibility or liability (whether in negligence or otherwise) for loss or damage to any property belonging to you or your invitees which is left within the Room after the Booking.

16. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 16.1 We will ensure that any personal information provided by you will be treated in accordance with the provisions of the Data Protection Act 1998 and in accordance with this [clause 16](#).
- 16.2 We are a data controller of the personal information you have provided on your Hire Form and we are registered with the Information Commissioner's Office for the purposes of processing your personal information in relation to your Booking.
- 16.3 We will use the personal information you provide to us to send to you information about your Booking and payment of the hire charge(s).
- 16.4 We will only give your personal information to other third parties where the law either requires or allow us to do so.

17. OTHER IMPORTANT TERMS

- 17.1 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.2 If we do not insist immediately that you do anything you are required to do under these Terms or if we delay in taking steps against you in respect of you breaking these Terms, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date.
- 17.3 These Terms are governed by English law.