

Hire Agreement

This agreement is made between

Hirer

hereafter referred to as the Hirer
and

Aylesbury Vale District Council

hereafter referred to as the Council

By which the Council agrees to hire the Rooms (hereafter referred to as the Venue) to the Hirer on the following terms and conditions:

1. Definitions and Interpretation:

1.1. In these Terms and Conditions the following definitions apply:

- 1.1.1. **“Agreement”** means an agreement between the Hirer and the Council for the hire of the premises, as further set out above or in other documents signed by both the hirer and the Manager, which incorporates these Terms and Conditions.
- 1.1.2. **“Booking form”** means the form sent out by the Council and completed by the hirer, which once signed by the hirer shall form part of this agreement.
- 1.1.3. **“The Conference Centre”** refers to the building known as The Gateway Conference Centre sited at the Aylesbury Vale District Council Offices, The Gateway, Gatehouse Road, Aylesbury, Buckinghamshire HP19 8FF.
- 1.1.4. **“Council”** means Aylesbury Vale District Council.
- 1.1.5. **“Deposit”** means the 50% room hire charge as in Clause 3.2 to secure a booking along with the completed booking form and any other documents signed by both parties.
- 1.1.6. **“Event”** means the purpose of hiring as set out above.
- 1.1.7. **“Force Majeure Event”**: any event affecting the performance of any provision of this agreement arising from or attributable to acts, events, omissions, or accidents which are beyond the reasonable control of the Council including any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, transport, disruptions, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, terrorist action, civil commotion and any legislation, regulations, ruling or omission of any relevant government, court, competent national authority or governing body.
- 1.1.8. **“Hirer”** is the person named on the booking form who will be hiring the premises.
- 1.1.9. **“Manager”** means the representative appointed by the Council to oversee the Event and for the duration of such Event only. This will be a member of the Conference Centre team or the designated Duty Manager.
- 1.1.10. **“Premises”** means any space, or part thereof and/or any other part of the Gateway Offices and Conference Centre.

1.1.11. **“Terms and Conditions”** means the terms and conditions set out below.

2. General:

- 2.1. The Hirer is responsible for ensuring that use of the Conference Centre is used strictly in accordance with these Terms and Conditions, and for the purpose stated in the booking form. Any breach of these Terms and Conditions or use of the Conference Centre for other than the stated purpose shall entitle the Council to terminate the hire without any further liability to the Hirer. The Council shall have the right to recover from the Hirer any loss or damage suffered by the Council in consequence of such termination.
- 2.2. Any variation to a Hire may only be permitted by the Council subject to the Council first receiving written request from the Hirer for such variation not less than 14 days prior to the agreed date of the event. Such variation must be confirmed to the Hirer by the Council in writing prior to the agreed date of the event.
- 2.3. Applications for hire will not be accepted from persons under the age of 18 years of age.
- 2.4. The Council reserves the right to refuse any application without stating their reason for doing so. The Council also reserves the right to impose additional conditions where the nature of an application or other factors in their opinion so demand.
- 2.5. Any PowerPoint presentations must be sent at least 48 hours before an event if they are to be edited and placed onto the Conference Centre Laptop. The Manager reserves the right to charge for this service.
- 2.6. All exits must remain clear and unobstructed at all times during the period of hire.
- 2.7. The Hirer is to ensure that the Conference Centre is fully vacated by the time specified on the booking form (N.B. the Hirer should allow no less than 30 minutes for users to vacate the Conference Centre after the anticipated end of the Event). Failure to vacate by the stated time may result in an additional charge becoming payable in order to recover additional administrative and staffing costs.
- 2.8. The Council's decision as to the interpretation of these Conditions shall be final and conclusive.

3. Bookings and Payments

- 3.1. All applications for hire must be made through the Manager. The Hirer must complete the details on the booking form attached and deliver the same to the Manager signed by the Hirer and dated. Booking forms that are not completed correctly will be deemed null and void.
- 3.2. All bookings are provisional until a duly completed and signed booking form has been received by the Manager together with a non-refundable deposit. Upon receipt of the completed booking form an invoice requiring payment of 50% of the hire cost will be issued to the Hirer as confirmation of the booking. All fees, charges and deposits quoted to the Hirer are per session or part thereof, and must be paid in full prior to commencement of the Hire (cheques should be made payable to Aylesbury Vale District Council). A contract for hire will only come into existence on receipt of payment of the 50% deposit referred to above.
- 3.3. The Hirer will be met at the Conference Centre by the Manager at the time stated on the booking form. Failure to attend at the Conference Centre at the stated time will result in an additional charge becoming payable, at the discretion of the Council, to recover additional administrative and staffing costs.
- 3.4. Use of the room(s) detailed on the booking form does not imply the right to use any other part of the Premises for deliveries, storage or any other use.
- 3.5. Cancellation of Bookings:

- 3.5.1. An application to cancel a booking must be made by written notification to the Manager which must be received by the Manager not less than 28 days before the booked Event.
- 3.5.2. No refund of the fees and charges will be made other than in exceptional circumstances. Any deposit paid in accordance with the provisions of condition 4.3 will however be refunded in full.
- 3.5.3. The Council reserves the right to amend the hiring fee or any deposit to be paid by the Hirer at any time prior to payment in full by the Hirer.
- 3.5.4. The Council reserves the right to cancel any booking in the event of :-
 - i. Any necessary licence for use of the Conference Centre for the purpose contemplated by the Hirer being suspended, not renewed or otherwise unavailable; or
 - ii. The Conference Centre being required in connection with an election, a civil emergency or any other extra ordinary or special purpose; or
 - iii. If the Council considers a Temporary Event Notice (TENS) to be inappropriate for the event or if the Hirer fails to provide a TENS at least 14 days prior to the Event.

4. Use of the Conference Centre:

- 4.1. The Hirer is responsible for ensuring good order and behaviour whilst they are hiring The Conference Centre, and for the health and safety of all those using the Conference Centre during the period of hire. The Council reserves the right to provide licensed door security staff whenever it deems necessary. The cost of the provision of such staff will be payable by the Hirer.
- 4.2. The Hirer must ensure that the Conference Centre is left in the same state of cleanliness as it was to be found prior to the commencement of the hire. The cost of any additional cleaning required in order to return the Conference Centre to such a condition after use shall be met by the Hirer.
- 4.3. The Hirer agrees to use the equipment provided by the Conference Centre in a safe manner and return it in good working order. Where equipment is returned damaged, charges for the repair or replacement of the equipment will be made to the Hirer.
- 4.4. If the Hirer intends to use the Conference Centre for any purpose other than what might commonly be referred to as a conference, the management reserves the right to demand a refundable deposit of £500.00 to the Council from the hirer as security for compliance with these Conditions of Hire. The Council reserves the right to deduct any costs incurred by the Council in consequence of the hirers failure to comply with the Conditions of Hire from that deposit prior to returning any balance to the Hirer. If the deposit proves to be insufficient the Council may recover any outstanding balance from the Hirer as a debt.
- 4.5. Any deposit payable to the Council pursuant to the provisions of Condition 4.4 shall be received by the Council no later than 14 days prior to the date of the event.
- 4.6. The Manager reserves the right to request the immediate removal from the Premises of any object or equipment which they consider may be unsuitable or dangerous in any way.
- 4.7. The Conference Centre layout must remain as set during the period of hire and the room should be left clean and tidy. Failure to comply will incur an additional fee of £100.00.
- 4.8. All instructions given by Council personnel to the Hirer or to any other persons present during the period of hire shall be complied with immediately.

- 4.9. The Police and personnel of the other emergency services shall be permitted to enter the Conference Centre at any time.
- 4.10. Any goods, materials, equipment, clothing or other articles brought or left in the Conference Centre by the Hirer or persons using the Conference Centre with the authority of the Hirer are left on Council premises at the risk of the Hirer and the Council shall not be liable in any way for such items.
- 4.11. It is the responsibility of the Hirer to ensure that all electrical equipment brought into the Conference Centre and used during the period of hire is clearly marked as having been PAT tested.

5. Advertisement, Decorations and Special effects:

- 5.1. No advertising for the hire, including posters and leaflets, shall be produced until the booking is confirmed by way of a completed booking form and a deposit paid.
- 5.2. Any fly-posting which occurs in connection with the event which is the subject of the hire will result in the hire being terminated.
- 5.3. No advertisement or poster relating to any event to be held at the Conference Centre will be permitted to be displayed until the details of the same have first been approved by the Manager.
- 5.4. Nothing shall be affixed (whether by the use of nails, screws, adhesive tape, blue tack or other fixatives) to any wall, floor, or ceiling at the Conference Centre, or to any of its fittings and fixtures, including furniture and decorative surfaces unless given prior written consent from the Manager. The cost of repairing any such damage must be paid for by the Hirer.
- 5.5. The use of naked flame, smoke machines, indoor fireworks and pyrotechnics is not permitted. The use of any such items will only be permitted subject to prior risk assessment by the Manager. Application for the use of such items must be made to the Manager at least [28] days prior to the event. The Hirer is advised that the cost of any additional staffing required in connection with the use of such items will be paid for by the Hirer.
- 5.6. The use of confetti and helium filled balloons is not permitted inside or outside Council premises. The use of any such items will only be permitted subject to the Manager providing written consent. The Hirer is advised that any costs incurred for the clearing of confetti or removal of gas filled balloons from Council premises will be paid for by the Hirer.
- 5.7. No person shall release any sky lanterns and balloons onto land, air or water from the Premises.

6. Miscellaneous Matters:

- 6.1. Only gambling permitted by the Betting, Gaming and Lotteries Act 1968 and carried out in compliance with that Act and any other relevant legislation will be permitted.
- 6.2. Smoking at The Conference Centre is strictly prohibited. Smoking will only be permitted in the designated smoking shelter provided in the car park.
- 6.3. Any vehicles left on Council premises are parked entirely at the risk of the owner.
- 6.4. The Manager reserves the right to refuse Hirers their guests/delegates and invitees entry to the Conference Centre at his entire discretion, if they are deemed to be causing a nuisance or disturbance on Council premises.
- 6.5. All sums payable under this agreement are exclusive of any Value Added Tax that may be payable by either party.

- 6.6. Where the Council is subject to a Force Majeure Event it shall not be in breach of this agreement and shall be excused from performance under this agreement while and to the extent it is unable to perform due to any Force Majeure Event, provided that:
- i. it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and
 - ii. it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

If the event is cancelled for any reason (including, without limitation, by reason of a Force Majeure Event) the Manager shall notify the Hirer of the cancellation as soon as possible. The parties agree that: the Council shall not be in breach of this agreement by virtue of that cancellation or abandonment; without prejudice to their rights and liabilities arising before this cancellation the parties shall, in respect of the period following the Manager's notice, thereafter be relieved of their rights and obligations under this agreement in respect of the Hiring.

7. Conference Centre Capacities and Finish Times:

- 7.1. The maximum capacities and evening function finish times for the Conference Centre are indicated below. The Hirer must ensure that the capacity of the relevant function area is not exceeded and that the finish time specified for the relevant function area of the Conference Centre is strictly adhered to.

Venue	Maximum capacity (No. of persons)		Evening function latest finish times (The Conference Centre MUST be vacated within 30 minutes following these times)	
	Seated	Standing	Sunday – Thursday	Friday & Saturday
The Oculus	200	200	01.00	02.00
The Diamond Room	100	-	01.00	02.00
The Jubilee Room	40	-	01.00	02.00
The Paralympic Room	70	-	01.00	02.00
The Street	160	300	01.00	02.00
The Windsor Room	16	-	01:00	02:00
Conference Room 1	16	-	01:00	02:00
Conference Room 2	14	-	01:00	02:00
Conference Room 3	10	-	01:00	02:00

New Year's Eve – The Conference Centre – latest finish time 02.00am, vacate by 02.30am

- 7.2. The Manager reserves the right to amend any of the above capacities and finish times at his/her entire discretion
- 7.3. If a TENS is in operation for an Event no further admissions will be permitted after the end of the current licencing hours shown in the table above.

8. Catering and Bar:

- 8.1. Absolute Taste (contract caters) has sole rights to supply catering services at the Premises. Hirers are not permitted to bring their own food and drink onto the premises without prior written consent of the Manager.
- 8.2. The final numbers, menu choices and dietary requirements for all events requiring catering must be made at least 5 working days before the event. Failure to do this may result in a limited offering.

- 8.3. A returnable deposit will be payable by outside caterer's wanting to use the kitchen facilities. This will be returned upon the kitchen being left in a reasonable state of cleanliness.
- 8.4. The Hirer must ensure that:-
- 8.4.1. All activities carried out in connection with any event are conducted in a quiet and orderly manner without causing any nuisance or disturbance to users or occupiers of Council premises and that all attendees at the event depart from the premises in a quiet and orderly manner.
- 8.4.2. all attendees at an event are able to produce to the Manager or persons authorised by the Manager evidence as to the age of an attendee in the form of a passport, photo driving license or pass approved card.
- 8.5. No Alcohol will be served to persons under the age of 18 years of age or to persons who cannot prove that they are over 18 years of age.
- 8.6. It is an offence to sell alcohol to anyone under the age of 18 years of age. Anyone suspected of supplying alcohol to persons under the age of 18 years of age will be asked to leave the building and will not be re-admitted for the remainder of the event.
- 8.7. Any attendee or other person who is drunk, abusive or uses threatening behaviour shall not be permitted to remain on Council premises and the Manager reserves the right to request any such person to leave Council premises and will not be readmitted for the remainder of the event.
- 8.8. No alcoholic drinks are to be brought onto the Premises without prior permission of the Manager. The Manager reserves the right to impose a corkage fee for alcohol brought onto the Premises with permission. The Manager also reserves the right to confiscate any alcohol brought onto the Premises without prior permission.

9. Indemnities and Insurance:

- 9.1. The Hirer shall be liable for and shall indemnify the Council against any expenses, liability, loss, claims or proceedings in respect of:
- 9.1.1. loss or damage to any third party property arising out of or by reason of the Hire, or
- 9.1.2. personal injury to, or the death of, any person arising out of or by reason of the Hire, or
- 9.1.3. loss or damage to any person or property arising in consequence of any breach of these Terms and Conditions (and in particular in respect of the cost of making good any damage to the Conference Centre) any loss arising as a result of theft (whether from the Conference Centre or from any person using the Conference Centre) and any breach of copyright whether or not during the period of hire, except and to the extent that such is due to any negligence or breach of statutory duty of the Council, its servants or agents.
- 9.2. Nothing in this Agreement shall exclude or restrict the liability of either party for death or personal injury resulting from the negligence of that party or its employees while acting in the course of their employment.
- 9.3. Under no circumstances shall the Council be liable to the Hirer for any of the following, whether in contract, tort (including negligence) or otherwise:-
- 9.3.1.any indirect or consequential losses;
- 9.3.2.loss of revenue or anticipated revenue;

9.3.3. loss of savings or anticipated savings;

9.3.4. loss of business opportunity

9.3.5. loss of profits

9.3.6. loss of wasted expenditure

9.4. The Hirer shall ensure that it shall arrange at its sole cost public liability insurance during the course of the event to provide cover for not less than £5 million and to effect any other policy or policies of insurance he/she may need to cover the risks to which he/she is exposed arising out of or by reason of the hiring and the indemnity given by him/her under Condition 9.1, and any other of these Terms and Conditions and shall produce to the Council, if so requested, documentary evidence showing the required insurance cover and proof of payment for the premiums of that insurance cover and shall also note, if so requested by the Council, the interest of the Council on the relevant policy.

Public Liability Insurance for Hirers who are individuals or non-profit making organisations:

Summary

The Council has in force a stand-alone policy for Hirers who are individuals or non-profit-making organisations that do not hold their own current public liability insurance. This policy provides cover of £5 million with an excess to the hirer of £500 payable on any claim. This policy does not cover persons carrying out commercial business (eg professional entertainers, caterers etc) or individual political parties for special events both of which must provide their own cover as above.

Hirers who fall within its terms have the benefits of the policy, which covers legal liability in respect of damage and the claimant's costs and expenses in the event of:

- Bodily injury to any person.
- Loss of or damage to property.
- Accidental obstruction, trespass, loss of amenities or nuisance.

In addition the insurers will pay:

- All costs and expenses incurred with their consent.
- Solicitor's fees incurred for representation of the insured at any coroner's inquest or fatal injury inquiry.
- Proceedings in any court arising out of any alleged breach of statutory duty resulting in bodily injury.