

## **TERMS AND CONDITIONS OF HIRE PLEASE READ CAREFULLY (a large print copy is available on request)**

1. The Vale of White Horse District Council, Abbey House, Abbey Close, Abingdon, Oxon shall be referred throughout the document as The "Council"
2. The responsible adult over 18 years of age who signs the booking form shall be referred throughout the document as The "Hirer"

### **The Booking**

3. The Hirer must accurately disclose the purpose for which the premises are required at the time of the booking. Any misrepresentation will entitle the Council to cancel the event and in such circumstances the Council may retain any fees and charges made.
4. A non-refundable deposit of 25% of the letting charge must be paid before any booking is confirmed. The balance of the letting charge must be paid at least 28 days prior to the event. Notwithstanding the above, the Council reserves the right to require the payment of the balance of the letting charges at the time of confirmation of the booking, or at any time prior to the date of the function.
5. The costs for the period of hire will be at the rate when the period of hire commences and not when the booking is made. Deposits will be charged at the rates applicable at the time of the initial application.
6. In the event of cancellation of a booking by the hirer, the cancellation charges set out on the current Rate Card shall apply. Any cancellation or amendment to a booking must be made in writing.
7. The supply of food and beverage facilities at The Beacon will be subject to the following conditions:
  - (a) The council will provide licensed bar facilities as may reasonably be required by hirers subject to the requirements of the licensing laws prevailing at the time of the function.
  - (b) The Council may take any reasonable action including closing the bar or refusing to serve drinks to protect their licence or to comply with licensing laws.
  - (c) Arrangements for the supply of drinks or the provision and manning of bars must be made on the appropriate booking form.
  - (d) Only caterers detailed on the customer catering form will be permitted access to the kitchens. This form must be returned to The Beacon Team Leader at least 28 days prior to your event
8. No admission or readmission will be allowed after 10.00pm.
9. Bookings submitted on the Booking Form, are not confirmed until acknowledged in writing by the Council. It is the responsibility of the hirer to ensure all requirements of the Council are met.
10. All electrical appliances and equipment brought onto the facility must have a current PAT test certificate. This must be produced with not less than 28 days prior to the commencement of hire.

### **Advertising**

11. The hirer may not sell or permit the sale of tickets to, or accept any entry fee for the event from members of the public without the Councils prior written consent.
12. No function shall be advertised until written confirmation of the booking has been received by the hirer.
13. The Hirer or anyone on their behalf may not:
  - (a) Grant broadcast, photographs or film rights without prior written consent of the Council.
  - (b) Place any decorations, flags or emblems at the facility without permission of The Beacon Team Leader.
  - (c) Place posters or placards inside or outside the premises without consent of The Beacon Team Leader and upon receiving such consent posters or placards may only be placed upon the notice boards provided for the purpose.
  - (d) Distribute handbills or other such advertisements whilst inside the facility without the prior consent of The Beacon Team Leader.
14. The hirer may not use the Councils logo or images within written permission to do so and must adhere to The Beacon Brand Style Guide (available from The Beacon).

### **The Hirer Shall:**

15.
  - (a) Ensure all guests vacate the premises at the time stated on the booking form.
  - (b) The period of hire shown on the application form is the maximum period the facility area may be used and must include a setting up and reasonable clearing up periods. Any early arrival or late finish will incur additional hire charges.
  - (c) Provide such number of persons to act as stewards / door supervisors as deemed necessary by The Beacon Team Leader to control entrance to the facility and maintain order during the period of hire
  - (d) Be responsible for good order and conduct of guests of the hirer during the period of hire.
  - (e) Not perform, play or use or permit to be performed, played or used any work or recording in which copyright exists except with the consent of the owner of the copyright.
  - (f) Indemnify the Council against all claims, demands, actions and proceedings arising out of any infringement of copyright occurring during the period of hire.
  - (g) Pay any charges due to the Performing Rights Society or Phonographic Performance Limited.
  - (h) Ensure that the numbers of persons attending a function shall not exceed the limits set out in the Premises License Summary.
  - (i) Comply with the requirements of Section 12 of the Children and Young Persons Act 1933, the Children's Act 1989 and any other relevant legislation.
  - (j) Comply with the Health and Safety at Work Act 1974 and all subsequent Health and Safety Regulations as well as the facilities own operating policies and procedures (a copy of which can be inspected at the facility to be hired).
  - (k) Report any accidents to the Duty Officer that occur during the period of hire.
  - (l) Indemnify and keep indemnified, the Council, its Officers and Servants from and against any, all loss, damage or liability (whether civil or criminal) suffered and costs incurred from a breach of these conditions of hire and/or damage, loss or liability to the facility, its use, furniture, fittings and apparatus, appliances and equipment and/or any loss sustained during and/or resulting from the period of hire for breach of contract due to overrun of the period of hire of the facility by the hirer in the sum of 2 million pounds (sterling). A copy of appropriate insurance may be requested at any time.
16. In the event of damage to furniture, furnishings, fixtures, fittings, equipment or property on the premises, during or attributable to the period of use, the cost of rectification as reasonably assessed by the Council must be paid in full within fourteen days.
17. Children should be strictly supervised. Parents / Guardians invited to any event must accept full responsibility for any children who attend and bring their children entirely at their own risk.
18. No confetti may be used inside the building.
19. The hirer shall obtain all licences which may by law be required in connection with any entertainment (including boxing or wrestling as appropriate) which shall take place in the building during the period of hire. The terms and conditions of all licences issued in connection with the building or any part thereof or the sale of goods thereat or any entertainment thereat shall be observed and performed. A copy must be provided to The Beacon Team Leader at least 14 days prior to the event.
20. If any part of the building is to be used for the purposes of gaming or games of chance of any description, the hirer shall be responsible for ensuring that the provisions of the Betting and gaming Lotteries Act 1963-1971 or any amending Act are fully observed and complied with. A copy must be provided to The Beacon Team Leader at least 14 days prior to the event.
21. Functions held on Sundays must conform to the Sunday Entertainment's Act 1932, or any amending Act.
22. Where the hirer is arranging an event for a third party, this must be declared at the time of booking. The name and nature of the third party's business must be disclosed and the agreement of the Council obtained. For the avoidance of doubt the hirer remains primarily responsible for the Hirers obligations and is not entitled to transfer them to the third party.

### **The Council**

23.
  - (a) Reserves the right to cancel a booking if The Beacon Team Leader considers it appropriate.
  - (b) Reserves the right to refuse or terminate a booking if The Beacon Team Leader considers the facility unfit for use.
  - (c) Reserves itself, and to such Officers and Servants as it may appoint the right of entry to the facility at all times.
  - (d) Reserves the right to cancel any bookings or terminate any activity if the hirer or any user misbehaves, wilfully damages or misuses any equipment at the facility intentionally or unintentionally contravenes these conditions of hire.
  - (e) Reserves the right to prohibit the use of any article, appliance or apparatus and to prohibit any event, exhibition or performance which it may consider objectionable or dangerous.
  - (f) Will not be liable for any damage or loss to goods by fire, theft or otherwise or for any injury howsoever caused to any person or persons attending the facility.
  - (g) Will not be liable to the hirer for any loss, damage or liability resulting from use of the facility before, during or after the period of hire.
  - (h) Reserves the right to move a hirer to a room of equal or higher hire rate.
24. The Beacon Team Leader, Duty Officers and Administration Staff are responsible for enforcement of these conditions of hire.