

# Terms & Conditions of Hire

## LGC COMMUNITY GROUP

The person named on the Booking Form shall be the HIRER and is responsible for ensuring that all the conditions below are complied with in all respects. Any breach of the conditions could result in a decision being made by the Letchworth Garden City Community Group (LGCCG) to cancel the Hire agreement.

### 1. Applications and Fees

- 1.1 All applications for the hire of the Premises shall be made to the Manager on the appropriate form, which is to be obtained from the Premises. The person by whom a form of application is signed will be deemed to be the HIRER and must be a person of responsibility over 18 years of age.
- 1.2 The HIRER must present themselves to the LGCCG Manager at the time of the booking, and will be asked to confirm their acceptance of these Terms and Conditions of Hire and any other associated conditions, in writing, at the time of hire.
- 1.3 Staff and/or members of the Committee of the Premises are not authorised to assist the HIRER in the organisation of any activity held on the premises or to accept any responsibility for the safekeeping of money or goods.
- 1.4 If there is a breach of any of the conditions, the LGCCG reserves the right to terminate the use of the facility during the period of hire and ask everyone to leave immediately.
- 1.5 The HIRER shall be responsible for observing all regulations concerning the premises as set out in the LGCCG policies and procedures
- 1.6 The LGCCG reserves the right to amend the Terms and Conditions at any time without prior notice.
- 1.7 The LGCCG reserves the right to refuse any application for hire.
- 1.8 The LGCCG reserves the right to amend the hire rates at any time, although rates of Event Hire will not be affected after receipt of a booking form and payment of the hire bond.
- 1.9 In the case of Schedule Hire the LGCCG reserves the right to review the terms agreed with the HIRER every six months, and amend those terms as deemed appropriate for the continuation of hire.
- 1.10 Under no circumstances may tickets be sold in the promotion of an event or on the door.
- 1.11 Under no circumstances may alcohol be sold on the premises.
- 1.12 If there is to be a personal gain or profit-making element of any description associated with the hire this must be brought to the attention of the LGCCG Manager at the time of booking.
- 1.13 For the purposes of these Terms and Conditions Schedule Hire means hire by groups or clubs on a regular ongoing basis, Event Hire means single hire of a hall for a party/function or meeting etc.

### 2) Financial Bond Obligations – Performance and Damage

- 2.1 The HIRER shall pay a Bond in advance of the date of hire in accordance with published rates and timescales.
- 2.2 The purpose of the Bond is to ensure that all terms and conditions of hire are met and that the HIRER is financially obligated in this respect. In the event of any damage caused to either the premises or fixtures and fittings the cost of repair, or replacement cost, including labour charges will be levied against the Bond held. Should the cost of such action exceed the level of the Bond deposited the HIRER agrees to take on personal liability for payment of the excess if so requested by the Premises.
- 2.3 The premises keys, which are loaned to HIRERS, must be returned to the Manager / key holder within 20 minutes of the end of an Event hire period. In circumstances where the keys are not returned, or they are returned late or they have to be collected, a charge will be made, deductible from the Bond. In the case of Schedule Hire, storage facility keys are loaned to the HIRER, and a charge of £10 will be made for the replacement of any keys lost by the HIRER or not returned on the termination of the Schedule Hire contract.

### 3) Payment of Hire Fees

- 3.1 **Event Hire**  
100% of Hire Fee at time of booking.
- 3.2 Schedule Hire Invoiced to Hirer on a monthly basis in advance. Payment terms 28 days

### 4) Cancellation / Termination of Hire Agreements

- 4.1 By the Group
  - 4.1.1 General  
The LGCCG reserves the right to carry out any maintenance work required for the operation of the Premises at short notice. If this should result in any part of the building being closed, causing cancellation of a booking, any advance payments made by the HIRER will be returned. No financial compensation will be made.

#### **4.1.2 Event Hire**

In respect of Event Hire, the LGCCG reserves the right to cancel the agreement for any good reason beyond its control and under such circumstances to return all fees paid to the HIRER.

#### **4.1.3 Schedule Hire**

In respect of Schedule Hire one months notice will be given

### **4.2 By the HIRER**

#### **4.2.1 Event Hire**

15 days + prior to Event 25% of hire charge balance will be charged 8 – 14 days prior to Event 50% of hire charge balance will be charged 7 days or less prior to Event 100% of hire charge balance will be charged

**Note: Any Bond monies paid at the point of cancellation will be fully refunded.**

#### **4.2.2 Schedule Hire**

One months notice is required

### **5. Conduct of HIRERS and Patrons**

**5.1** The HIRER is responsible for the conduct of their guests at all times.

**5.2** Any person causing a nuisance by reason of indecent language, violent or indecent behaviour must be removed immediately by the HIRER.

**5.3** In the event of any verbal or physical threatening action upon LGCCG staff during a period of Event Hire, all bond monies will be withheld at the discretion of the Manager, and in the case of Schedule Hire the hire contract may be terminated with immediate effect.

**5.4** HIRERS and their guests must respect the privacy of surrounding areas to the Premises, particularly late at night, when leaving the facility on conclusion of the hire period.

### **6) Cleanliness of Facility**

**6.1** The HIRER will ensure that the Premises is cleared, cleaned and vacated according to the agreed Finish Time. Any cleaning up not undertaken will be considered a breach of the hire agreement and may result in the WHOLE of the Bond being forfeited. As a guide, the following points should be noted when clearing the Premises;

- All crockery/cutlery/utensils etc used should be accounted for, washed and put away
- All tables, work surfaces and kitchen surfaces should be wiped, left in a clean condition with tables and chairs returned to their original position at the start of the event.
- All floors must be left clean with any spillages mopped up.
- All personal belongings shall be removed. The LGCCG will not accept responsibility for any item left on the premises following the end of the hire period.

All rubbish must be removed. The LGCCG waste container located at the front of the main hall may be available for this, if not all rubbish must be removed by the HIRER. Any Kitchen appliances used must be left in a clean and working condition

### **7) Number of Persons to be Admitted**

**7.1** The HIRER shall not allow more than 80 people (Large Hall) to attend the premises at any one time and take proper steps to control admittance. It is the HIRER'S responsibility to ensure that adequate security / supervision at the entrance to the Premises is in place throughout the time of hire, to allow admittance only to those invited to attend.

### **8) Facilities and Apparatus**

**8.1** The HIRER must inform the LGCCG Manager or key holder by phone of any damaged equipment found prior to the commencement of the hire period.

**8.2** The HIRER shall ensure that no adhesive (tape, liquid, blue-tack); nail, screw or other fastening is stuck to / driven into the walls, doors, or furniture in the Premises.

**8.3** Where the HIRER has hired storage space within the Premises all equipment etc to be stored must be kept in the space allocated. Where the space allocated is secured with a lock the HIRER is responsible for the safe keeping of the key, which remains the property of the LGCCG, and must be returned to the LGCCG at the end of the hire agreement. Should keys become lost, these will be replaced by the LGCCG, with the cost of replacement born by the HIRER from the hire Bond.

**8.4** No electrical fittings or appliances must be altered or interfered with in any way.

**8.5** Any posters or signs displayed during the period of hire must be removed on its conclusion.

**8.6** The HIRER must inform the LGCCG Manager of any damage caused to Premises equipment during the period of hire.

**8.7** The HIRER must inform the LGCCG Manager of any fault caused, in respect of Premises provided equipment, during the period of hire. Under no circumstances should the HIRER attempt to repair any faulty equipment.

## 9) Health and Safety

- 9.1 The HIRER must ensure that the front door remains unlocked at all times during the period of hire.
- 9.2 The HIRER must ensure all fire exit doors are kept clear and free from obstructions and that fire doors remain closed at all times and only opened in an emergency. The HIRER must ensure that everyone using the premises is aware of the fire procedure and the position of emergency exits. The HIRER must ensure that the fire appliances on the premises are not interfered with.
- 9.3 The HIRER will be responsible for ensuring proper supervision of the function, having regard for safety, noise and the LGCCG's fire safety policy.
- 9.4 The premises operates a strict No Smoking policy anywhere within the building.
- 9.5 The HIRER is to ensure that no Alcohol is sold on the premises.
- 9.6 HIRER'S must take reasonable care of their own Health and Safety, not interfere with anything provided to safeguard that and report health and safety concerns to the LGCCG Manager.
- 9.7 The HIRER shall take all proper precautions to prevent accidents to anyone on the premises during the period of hire.
- 9.8 The HIRER must inform the LGCCG Manager of any electrical equipment (e.g. Disco Equipment) which is to be brought into the Premises for use during the period of hire at the time of booking. Only items notified will be permitted to be used, at the Managers discretion. It is the HIRERS responsibility to ensure the safe condition and use of any such equipment, and use is in accordance with the equipment manufacturers operating instructions.
- 9.9 No animals, other than Guide Dogs, are permitted in the Premises at any time.

## 10) Entry and Undertaking of Duties

- 10.1 The HIRER shall ensure that LGCCG staff has access to the premises during the period of hire.

## 11) Indemnity

- 11.1 The HIRER shall indemnify the LGCCG against all claims, demands, actions or proceedings in respect of either personal injury or loss to any person using the premises except such as may be caused by the negligence of the LGCCG. The HIRER shall compensate the Letchworth Garden City Community Group for any damage caused to the building or to any equipment belonging to the building or staff during the period of hire, or as a result of any breach of the conditions of hire. In the event of a breach of the conditions, the cost of replacing damaged goods or repairs deemed necessary will be deducted from the Bond, and any cost in excess of the Bond will be invoiced to the HIRER. The Letchworth Garden City Community Group is insured against any claim arising out of its own negligence.

## 12) Right of Refusal

- 12.1 The LGCCG reserves the right of it's staff to refuse entry to any person or persons at their discretion.

## 13) Closing Time for Events/Periods of Hire

- 13.1 If the premises are not vacated on time and the delay leads to another event being delayed or cancelled the HIRER shall assume full responsibility for any subsequent hire fee lost to the LGCCG and any subsequent claim for damages brought by the subsequently affected hirer.
- 13.2 The HIRER is expected to ensure that all participants leave as quickly and quietly as possible in order to avoid nuisance to the local residents.

## 14) Licences

- 14.1 The Premises does not hold a Public Entertainment's Licence and therefore no hire will be available for any event, which may require such a licence to be in place.

## 15) Complaints

- 15.1 If any HIRER or user of the Premises have any complaints with regard to the hire and/or use of the Premises they should in the first instance contact the LGCCG Manager. If any complaint is not resolved to their satisfaction after this action, the LGCCG Manager will advise of the appropriate persons within the LGCCG to whom it may be referred.

## 16) Acceptance of Terms and Conditions

Date of Hire \_\_\_\_\_

Time of Hire \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_