

Conference Room Hire For Functions And Events At The Council House

Standard Conditions

1 Introduction

- 1.1 These conditions shall apply to the hire of the Conference Room in the Council House and to any other rooms or space or services that may be provided or arranged in association with hire of the Conference Room.
- 1.2 In the event of conflict between these conditions and any special terms in the Contract Schedule, the latter shall prevail. The Council reserves the right to impose additional terms if it becomes aware of additional details of the proposed function/event. Except as aforesaid, the Standard Conditions shall apply to the exclusion of all other Terms and Conditions.
- 1.3 All communication relating to the function/event shall be routed between the Council's Lettings and Functions Team Leader (or his/her nominee) and one person to be nominated by the Hirer.

2. Rooms – Space Hire

Application and Reservations

- 2.1 Full details of the type of function/event and its associated activities must be provided in writing at the time of the application. The Council reserves the right not to accept an application and is not bound to state the reason for doing so.
- 2.2 In specifying the day(s) and times in an application, the Hirer must include an adequate allowance for any set up, breakdown and reinstatement activity.
- 2.3 No reservation is assured until the Council's Contract Schedule has been signed by the Hirer and by the Council and the relevant deposit has been paid. Nevertheless, if a reservation is made in person or by telephone at least twelve (12) weeks in advance, it will be kept for up to fourteen (14) days without financial obligation.
- 2.4 The person signing the Contract Schedule as Agent and the person or organisation on whose behalf the application is made shall together be deemed to be the Hirer. They will be jointly and severally responsible for the payment of charges and for observance of the contract conditions.

Proper Use

- 2.5 The room/space shall be used for no purpose and at no times other than as specified in the Contract Schedule. If the Council believes there is a discrepancy between the purpose stated in the Schedule and that which is going to take place, the Council may cancel the reservation and retain the deposit. The Council reserves the right to discontinue any function/event whose activities are other than those stated in the Schedule, in such case the Hirer shall remain liable to make full payment.
- 2.6 In using the room/space the Hirer shall ensure that:
 - a) The function/event shall be organised in a manner which promotes enjoyment by the attendees and the reputation of the Council as a venue.
 - b) Nothing shall be done, permitted or omitted that is contrary to any law or regulation or would prejudice the reputation of the Council.
 - c) Good order is maintained at all times by persons attending the function/event.
 - d) No unlawful betting, gaming or lotteries take place.

- e) There is proper care and supervision of children.
- f) All proper precautions have been taken to prevent fire and to protect people from any act or thing that may be or become dangerous or risk to health or well-being.
- g) All necessary precautions are taken with regard to seating, amplification, heating and lighting, in accordance with Bristol City Council's Health and Safety Policy and Risk Assessment, copies of which are available for inspection from the Conference Office.
- h) Official exit ways from all rooms, buildings and spaces are kept clear at all times.
- i) Particular care is taken in the organisation of teenage and young persons' events in respect of the type of activity proposed and the maintenance of good order.
- j) No smoke machines or incendiary devices are used.
- k) The maximum number of persons permitted by the Council or a Licensing Authority for the room/space is not exceeded.
- l) Unless any relaxation is granted in writing by the Council, there shall be no smoking in the room/space.

Charges and Payment Arrangements

- 2.7 The charge(s) for hiring the room/space for the times and purpose stated in the Contract Schedule and for the provision of any specified services shall be as stated in the Contract Schedule. The Council reserves the right to make an additional charge for occupation, by people, equipment or materials outside of the times stated.
- 2.8 The charge(s) include the provision of normal furniture, heating and lighting for indoor functions only, and exclude the provision of audio-visual equipment, special lighting, power to the Hirer's own equipment or any other services unless specified in the Contract Schedule.
- 2.9 On issuing the Contract Schedule the Council will submit an invoice for the costs of the function/event including catering. This will specify a non-refundable deposit of 20% to be paid by the Hirer within seven (7) days of the invoice date. The balance of the charge must be paid in full fourteen (14) days before the function/event. Any additional costs will be invoiced after the function/event and must be paid within twenty-one (21) days of the invoice date.

3. Cancellation

- 3.1 The Council may immediately cancel the reservation and terminate the Contract without liability to the Hirer if the Hirer fails to make any payment when due or if the Hirer breaches any other material condition of the Contract. On such cancellation or termination, or if the Hirer cancels the reservation or terminates the contract the following cancellation charges shall apply (and no monies paid by the Hirer shall be refundable).

A cancellation charge will be levied as follows:

2 months before hire date-loss of deposit

2 months to 14 days-50% of total cost

Less than 14 days-total expected (to include room hire, catering if booked and charge for any additional items)

- 3.2 The Council may cancel hiring in the event that the Council requires the room/space on the date it has been let to the Hirer in connection with an occasion of national rejoicing or mourning, or for a purpose which in the Council's opinion is of civic or national importance by giving the Hirer prior notice of cancellation.

4. Catering and Bar Services

- 4.1 Any catering and/or bar services required by the Hirer will be provided by the Council's preferred catering contractor.

- 4.2 The Council endeavours to ensure that its preferred catering contractor maintains a high standard for its catering and bar services in the room/space.
- 4.3 The charges for catering shall be paid by the Hirer to the Council in accordance with conditions 2.7, 2.8 and 2.9 above and the Hirer shall confirm the final number of attendees at least seven (7) days before the function. If a lesser number actually attend, no price reduction will be made. The provision of catering services may be subject to minimum and/or maximum numbers.
- 4.4 No food or drink may be brought into the room/space by the Hirer or attendees of the function/event for consumption by or for resale to attendees or the public within the room/space. Food or drink provided by the caterer may not be taken or consumed outside the room/space.
- 4.5 The Council reserves the right to exclude any person from the room/space and/or to close the bar and cease the provision of alcoholic beverages at any time if the situation renders this desirable.
- 4.6 If a function or event includes the provision of catering for the general public, the Hirer shall consult with the Council regarding possible constraints that may apply regarding the brands of certain products that are to be made available.

5. Liability and Insurance

- 5.1 The Hirer shall indemnify the Council in respect of all damage or injury to property or person and in full against all liabilities, claims, demands, losses, damages, costs and expenses suffered and incurred by the Council as a result of, or arising in connection with
- a) the room/space hire and activities associated with the hiring, and
 - b) the breach of any provision of the Contract by the Hirer.
- 5.2 Without prejudice to its obligation to indemnify the Council under clause 5.1 the Hirer shall take out and maintain insurance in respect of claims arising out of its liability. The Hirer shall effect with a reputable insurer levels of cover in the minimum sum of £5,000,000 in respect of the hiring and the policy shall have the interests of the Council noted therein, and shall cover for:
- a) the Hirer's liability under condition 5.1 above including public liability insurance, and
 - b) insurance for equipment brought onto the site by the Hirer, and
 - c) insurance against personal injury to any persons and loss or damage to property arising from or in conjunction with the hiring which is not covered by sub-paragraphs (a) and (b) above.
- 5.3 The Hirer shall produce the policy for inspection by the Council at least seven (7) days before the commencement of the hiring. In the event that the hirer does not provide evidence of insurance the Council will provide cover for which an additional charge will be made.
- 5.4 The Council reserves the right to close the function/event in the event of unreasonable behaviour or wilful damage and to require the Hirer to withdraw or cease any activities which puts attendees, the public or the premises at any risk whatsoever.
- 5.5 The Council will not be liable for any loss or damage suffered in the event of the room/space not being available by reason of circumstances beyond its reasonable control, including without limitation, fire, accident, adverse weather, insurrection, revocation of a licence or regulation of any competent authority. The Council takes no responsibility whatsoever for equipment brought onto site by the Hirer.

6. Publicity and Signage

6.1 No poster or other advertising material for the function/event shall be

- a) issue or distributed prior to its written approval by the Council,
- b) placed on public or private property without the owner's consent,
- c) placed such as to cause nuisance or damage.

For the avoidance of doubt each condition above shall be deemed to be a material condition for the purposes of condition 3.1 above.

6.2 Advertising material and any direction signage may be placed externally within Council sites only with the Council's prior approval, such approval to be obtained at least one month before the hire date. Direction signs and related notices may be placed inside the Council's premises immediately before the function subject to the Council's prior approval and provided that nothing is fixed or attached to any building surface, fixture, exhibit or furniture.

All posters, signs and notices shall be removed by the end of the hire period.

7. Staffing

7.1 The Hirer shall provide a nominated liaison person at the function/event and such number of suitably skilled attendants and stewards as may in the opinion of the Council and the relevant authorities to be necessary adequately to control the function/event. All such attendants and stewards shall wear clearly distinguishing dress that allows attendees easily to identify them. In the case of functions/events for children, one adult steward shall be present for every ten (10) children.

7.2 The Council reserves the right to require the Hirer to provide at the Hirer's cost, a uniformed security presence at the function/event. Unless otherwise agreed, the Hirer shall use the same security organisation as used by the Council at its premises.

7.3 The Council reserves the right for its employees to enter the room/space at any time and for its Contractors to do so in the event of need. The Council will provide a responsible officer who will liaise with all staff brought in by the Hirer.

8. Access, Equipment and Contractors

8.1 The Hirer shall ensure that any vehicle delivering or removing equipment or goods for the function/event uses authorised routes only and complies with all relevant site regulations. Vehicles, equipment and goods must be positioned so as to block neither emergency routes or fire exits nor access to inspection chambers, service covers and the like.

8.2 General parking is not available at The Council House. A limited number of disabled parking spaces are available in designated positions adjacent to The Council House.

8.3 No delivery or installation shall commence before the time permitted under the hiring and/or breakdown and removal shall be completed by the time denoted as the end of the hiring. All such activities shall take place only at times agreed with the Council.

8.4 The Hirer shall ensure that any equipment brought onto the site or into a building complies with all relevant laws and regulations. Other than electrical supply from existing 13 amp outlets within buildings, the Hirer will notify the Council of any requirement for utility services and will not make connections to any such services without the prior consent of the Council.

8.5 The Hirer shall notify the Council of the identity of any supplier or contractor that it intends to use for the provision of equipment or services on the site. The Hirer shall give due consideration to using the Council's preferred supplier or contractor, if any, who has relevant knowledge of the site and buildings. Nevertheless the Hirer shall remain solely for the

performance and actions of its suppliers and contractors. The Council reserves the right to refuse certain intended suppliers or contractors access to any building or open space.

8.6 If the Council so requests, the Hirer shall provide a method statement and risk assessment for the activities and intended use of equipment by the Hirer.

8.7 The Hirer recognises that during the Hirer's presence on the site, the activities of the Council and of other parties are likely to be taking place at the Council's premises. The Hirer will use all reasonable endeavours not to interfere with or cause nuisance to such other activities and will act upon the reasonable request of the Council in that connection.

9. Other Obligations of the Hirer

9.1 Licences

The Hirer shall be responsible for obtaining and abiding by the terms of any licence that may be required for the function/event. Prior to the commencement of the hiring, the Hirer shall provide to the Council evidence of such licence(s) and the conditions relating thereto.

9.2 Radio, TV and Films

The Hirer may not grant broadcast (sound or television) or filming rights without the prior written consent of the Council. If such consent is given, the Council reserves the right to take part in any negotiations, to be a party to the conditions of any Agreement and to take a share in any income or publicity and the benefits derived therefrom.

9.3 Rules for work on site

In preparing rooms or space for any function or event and in the subsequent break down and reinstatement, the Hirer shall abide by the Council's rules relating to work on site.

9.4 Removal and cleaning

The Council will undertake normal cleaning operations but the Hirer shall be responsible for the removal of all its equipment, boxes, packing materials, samples, brochures and the like.

The clearance and removal of waste and rubbish from catering and bar services is the responsibility of the Council's preferred catering contractor.

Any equipment or goods remaining at the end of the hiring period may be removed and returned to the Hirer or disposed of at the Council's discretion.

Any costs incurred by the Council as a result of failure by the Hirer fully to perform its obligations under this condition 9.4 shall be paid or reimbursed by the Hirer.

9.5 Service of Notices

Any notice demand or request by the Council to or upon the Hirer may be sent by ordinary pre-paid post addressed to the Hirer at the Hirer's address given in the Contract Schedule and shall be deemed to be made or served at the time when the latter containing the same would be delivered in the ordinary course of post.

9.6 Complaints

Any complaint arising out of the hiring must be made in writing to the Council's nominated officer within twenty-four (24) hours of the reason for such complaint arising.