

Terms & Conditions of Room Hire

Your agreement for the hiring of rooms at the Council's Kildgrove Customer Service Centre or The Museum and Art Gallery, Newcastle under Lyme ("the Premises") is subject to the following conditions ("the Conditions")

1. CONTRACT

- a) These Conditions together with the Booking Form ("the Booking Form") represent your ("the Hirer") contract (the "Contract") with The Borough Council of Newcastle under Lyme ("the Council") in relation to the hire of such rooms as may be designated by the Council at the Premises ("the Room");
- b) The Council grants to the Hirer a licence to use the Room during the hours set out in the Booking Form for the duration and for the purposes of the event detailed in the Booking Form;
- c) The Council reserves the right to refuse any booking at its discretion;
- d) Notwithstanding the fact that a Room has been allocated to the Hirer, the Council reserves the right to allocate an alternative room which in the opinion of the Council would be suitable;
- e) These Conditions together with the Booking Form contain the entire agreement between the parties.

2. FACILITIES AND EQUIPMENT

- a) Subject to availability the Council can provide the facilities and equipment set out in the Booking Form;
- b) Office services, data processing and secretarial assistance cannot be provided;
- c) If catering is requested the Hirer will confirm the final numbers attending by no later than midday five working days prior to the hire date;
- d) No later than midday five working days prior to the hire date the Hirer shall inform the Council if they wish to bring in and use any equipment other than the Council's facilities. Where the Council consents to such use the Hirer shall be responsible for the security and insurance of such equipment, for obtaining all consents and necessary licences, for its prompt removal at the end of the hire period and compliance with current Health & Safety standards.

3. CHARGES

- a) All charges for the provision of the Room and facilities shall be based on the current room hire rates.
- b) Payment is due for settlement within 28 days of the date of the invoice

4. CANCELLATION BY HIRER

- a) Any notice of cancellation must be made in writing to the Council's Customer Services Manager and arrive prior to the date of hire;
- b) Where the notice of cancellation is received more than one working day prior to the hiring no charge will be made
- c) Where less than one working day's notice is received the Council reserves the right to apply 50% charge of the room hire;

5. CANCELLATION BY THE COUNCIL

The Council may cancel the Room hire without notice and without liability to the Hirer if:-

- a) The Premises or any part of them have to be closed for reasons beyond its control but not limited to strike, labour dispute, accident, act of war, act of God, fire, flood, failure of services, evacuation of building or other emergency situation;
- b) The Hirer is already in arrears with any payment to the Council;
- c) The Hirer is in breach of any of these Conditions and fails to rectify such breach within a reasonable period from the date of the Council's notice.

6. HIRER'S LIABILITY & OBLIGATIONS

- a) The Hirer shall be liable for and shall indemnify the Council against all losses, claims, demands, actions, proceedings, damages, costs or expenses arising in any way from the Hirer's breach, exercise or purported exercise of any rights granted under this Contract;
- b) The Hirer agrees and undertakes to:-
 - Ensure that persons attending a meeting observe these Conditions and do not commit any nuisance, disturbance, damage, annoyance, inconvenience or interference to the Premises and comply with all reasonable requests by the Council's staff;
 - Comply with all security, fire and other regulations and statutory requirements relating to the Premises;
 - Not alter or interfere with any equipment or fittings in the Premises;
 - Not to display any notices, signs or other devices or leave any brochures or other literature about the Premises;
 - Not to cause any damage to the Premises and forthwith make good any damage caused at its own cost and to the reasonable satisfaction of the Council;
 - Only to use the Premises for the purpose of the hired booking;
 - To leave the Premises in a clean and tidy condition.

7. COUNCIL'S LIABILITY

The Council shall not be liable for:-

- a) Damage to or loss of any property belonging to or in the care or custody of the Hirer;
- b) Death or injury to the Hirer, his guest, servants, agents or other attendees except where and to the extent that such injury is caused directly by the negligence of the Council
- c) Any losses, claims, damages, actions, proceedings, costs or expenses or other liability incurred by the Hirer in the exercise or purported exercise or breach of any rights granted by this Contract.
- d) Consequential damages of any nature for any reason whatsoever.

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Signed

Dated

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Print Name