



## Terms & Conditions of Hire

For the purposes of these conditions, the term **THE HIRER** shall mean an individual Hirer or, where the hirer is an organisation, the authorised representative. **THE COUNCIL** is South Holland District Council.

### BOOKING

1. The Hirer must make all booking applications on the official Hire Application form. These can be found on our website [www.southhollandcentre.co.uk](http://www.southhollandcentre.co.uk) or from the Box Office 01775 764777.
2. The Hirer must be over the age of 18. Where there is any doubt a parent or guardian will be asked to sign the agreement and thereby accept responsibility.
3. The Hire Charge payable by The Hirer shall cover the whole Hiring Period and shall include any preparation time and time taken to vacate (including vacation of any person connected with the hirer's event e.g. disco/band/tutor/get-out crew). If the Hirer uses the Hire Rooms for a period longer than the Hiring Period (as set out on the Application for Hire form) The Council shall charge the appropriate additional fee.
4. The Council may at its discretion accept provisional bookings which it may hold for up to 28 days (This 28 day period includes the date the provisional booking is made). If the Hirer does not return the completed and signed Application for Hire form within this 28 day period, The Council shall cancel the provisional booking.
5. Unless otherwise agreed in writing the Hire Charge shall be at the rate applicable at the time of the Event. The rate shall not be less than the charges shown on the schedule of charges. Where a booking is made for a date after 1<sup>st</sup> April of the following financial year an estimate of charges will be given.
6. The Council will confirm booking applications by way of email or post. At this point the parties have a confirmed Agreement and cancellation conditions will apply.
7. The Council may charge a deposit of up to 50% of the estimated hire charge at the time of confirmation.
8. The Council shall invoice The Hirer within 21 days following the Event for the balance of the Hire Charge and The Hirer shall pay the invoiced balance within 15 days of the date of the invoice.
9. The Hirer must appoint a named Event Organiser who will be responsible for the event on-site and who will liaise with members of staff at the South Holland Centre regarding The Council's safety policy and guidelines.



## Terms & Conditions of Hire

### CANCELLATION

10. The Council reserves the right to cancel the Hiring Agreement in the event of the Hire Rooms being required for use as a Polling Station or as a Count Station for a European Parliamentary or Local Government election or by-election, or in connection with a national or local emergency, including a pandemic. In such circumstances no hire charge will be payable and The Hirer shall be entitled to a refund of any deposit/balance already paid. Other than reimbursement of any deposit/balance already paid by The Hirer to The Council, The Hirer acknowledges that The Council shall not be liable to The Hirer for any resulting loss or damage incurred by The Hirer whatsoever.
11. The Council reserves the right to cancel the hire of the Hire Rooms if they (or any part of them) become unfit for the use for which they have been hired in circumstances which are out of the control of The Council. In such circumstances no hire charge will be payable and The Hirer shall be entitled to a refund of any deposit/balance already paid. Other than reimbursement of any deposit/balance already paid by The Hirer to The Council, The Hirer acknowledges that The Council shall not be liable to The Hirer for any resulting loss or damage incurred by The Hirer whatsoever.
12. The Hirer acknowledges that The Council has the right to cancel or terminate an Event where there is a breach of any of these terms and conditions. Where the Council cancels or terminates an Event in such circumstances the full Hire Charge shall be payable by The Hirer and The Council reserves the right to refuse future applications by The Hirer to hire any part of the South Holland Centre.

#### **Cancellation Charges**

If the Hirer wishes to cancel the event after The Council has sent a confirmation letter or e-mail (whether or not a deposit has been paid), the following applies:

#### **Function Hall and Auditorium**

50% of the quoted room hire fee/package will be charged at the time of cancellation.

Cancellations within 3 months of the event, 100% of the quoted room hire fee/package will be charged.

#### **Meeting Room & Lounge Bar**

Cancellation more than 28 days before the day of hire: deposit will be returned and no charge will be made.

Cancellation between 8 and 28 days before the date of hire: 50% of the hire charge will be payable.

Cancellation within 7 days of the date of hire: 100% of the hire charge will be payable.

#### **In respect of the above clause please note:-**

Where the Event is to take place over more than one day (whether consecutive or non-consecutive days) and only part of the Event is being cancelled, the date of the Event shall be taken to be the first date of the Event which is cancelled and the amount payable by The Hirer shall be proportionate to the number of days cancelled.



## Terms & Conditions of Hire

### INDEMNITY AND INSURANCES

13. The Hirer shall ensure that the following maximum occupancy figures, allowed under Fire and Licensing regulations are never exceeded:

**Function Hall:** 400 standing only, 300 conference seating, 250 banqueting seating and 220 dinner/dances.

**Auditorium:** 448 including a potential full audience, stewards, stage crew and on-stage and off-stage company members.

**Meeting Room:** 40 standing only, 35 seated (conference style) or 20 boardroom

**Lounge Bar:** 75 standing only, 30 seated

Where The Council states that the maximum occupancy should be lower, The Hirer shall ensure that the lower maximum occupancy is not exceeded.

14. The Hirer shall not use the Hire Rooms for any purpose other than for the Event and shall not sub-hire the Hire Rooms nor use the Hire Rooms nor allow the Hire Rooms to be used for any unlawful purpose nor in any unlawful way nor do anything or bring into the Hire Rooms anything which may endanger the Hire Rooms or which may render any insurance policies invalid.
15. The Hirer shall (save to the extent that The Council may be indemnified by insurance) be responsible for the cost of repair (including cleaning and/or replacement where necessary) of any damage to any part of the Hire Rooms or to any part of the South Holland Centre including its curtilage, fixture fittings, furniture and other contents which may occur during the Hiring Period as a result of the hiring. In the Event of such damage The Council will arrange for the repair/replacement/cleaning to be carried out and will recharge the costs of the same to The Hirer.
16. The Council will not be liable for the death of or injury to any person attending the Event or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by The Hirer in the exercise of the rights granted by this Hiring Agreement except where such death, injury or loss is due to the negligence of The Council. The Council will not be liable in respect of any damages to or loss of any goods, articles or property of any kind brought into or left in the Hire Rooms or any other part of the South Holland Centre either by The Hirer for his own purposes or by any other person attending the Event or left or deposited with any officer or employee of The Council. The Hirer hereby indemnifies the Council against all such liabilities. The Hirer shall be responsible for making arrangements to insure against such claims as are mentioned in this condition with a reputable insurance company and The Council reserves the right to have sight of such insurance policies.



## Terms & Conditions of Hire

### PUBLIC SAFETY

17. The Hirer shall comply with all relevant requirements of the Fire service, The Council or otherwise including (but not limited to) The Council's Fire and Evacuation Guidelines. The Hirer agrees that performances involving danger to the public shall not be given.
18. The Hirer shall ensure that highly flammable substances are not brought into, or used in any of the Hire Rooms or the South Holland Centre without the written consent of a manager of the South Holland Centre.
19. The Hirer shall ensure that no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without the written consent of a manager of the South Holland Centre.
20. The Hirer shall ensure that representatives of the South Holland Centre, The Council, Police and Fire Officers have free access at all times to the Hire Rooms during the Event.
21. The Hirer shall ensure that all means of exit from the Hire Rooms are kept free from obstruction and immediately available for instant free exit at all times during the Event.
22. The Hirer will, during the Hiring Period, be responsible for supervision of the Hire Rooms and associated areas, the fabric and the contents; their care, safety from damage however slight; or change of any sort and the behaviour of all persons using the Hire Rooms whatever their capacity.
23. The Hirer acknowledges that The Council takes incidences of violent abusive behaviour seriously and the The Council will involve the police where considered appropriate. The Council reserves the right to terminate an event, refuse admission to an event and/or to remove and/or ban a person from the Hire Rooms or the South Holland Centre in the event of unacceptable behaviour. The Hirer acknowledges that The Council may require The Hirer to employ S.I.A trained door staff from The Council's pool of trained door staff for events where the Centre's risk management procedures require this. The Hirer shall comply with any such requirement of The Council.
24. The Hirer must report all accidents involving injury or near misses to the public to a member of the South Holland Centre staff as soon as possible. Any failure of equipment, either that belonging to the South Holland Centre or brought in by the hirer, must also be reported as soon as possible. The South Holland Centre staff will give assistance in completing the relevant forms.
25. The Hirer shall ensure that all equipment brought into the Hire Rooms complies with current safety legislation. Portable electrical equipment must have a current PAT (Portable Appliances Test) certificate but notwithstanding this The Council reserves the right to remove equipment at any time prior to or during the Event if any member of staff of the South Holland Centre considers that equipment to be unsafe. The Hirer shall ensure that all equipment brought into the Hire Rooms is removed from the Hire Rooms at the end of the Event. The Council can accept no liability for any damage or loss incurred by any such equipment.
26. The Hirer is responsible for supplying a completed a risk assessment two weeks before the event.



## Terms & Conditions of Hire

### **PUBLIC SAFETY continued**

27. Auditorium only: The Hirer shall agree the use of specialist effects such as smoke machines, pyrotechnics or strobe lighting with the Manager at The South Holland Centre at least one month before the Event. The Hirer acknowledges that specialist effects are only permitted in the Auditorium and only with the prior authorisation from The Council acting as Licensing Authority. Where any specialist effects are permitted The Hirer shall comply with all requirements and conditions imposed by The Council acting as the Licensing Authority, fire officers or other relevant persons. The Hirer shall not use smoke machines and pyrotechnics in the Function Hall and Meeting Room.
28. Any hirers seeking to use theatre lights, sound or technical equipment must be appropriately trained and approved by Centre staff.
29. The Hirer shall ensure that no persons other than those taking part in a performance, or those employed or working voluntarily with the authorisation of The Hirer are permitted on the stage, in the dressing rooms, loading area, lighting, sound and projection rooms or any other non-public or backstage area. All company members of The Hirer must have suitable visible identification in the form of either name badges, sashes, wristbands or lanyards and be signed on a company register / fire book.

### **CATERING**

30. All bar and catering facilities required by the hirer must be provided by The Council's caterer: Caterwell East Anglia. The Hirer should agree such arrangements in advance with Caterwell East Anglia and settlement should be made directly to them. Telephone 01775 764887, email: [admin@caterwell.co.uk](mailto:admin@caterwell.co.uk)
31. The Hirer shall not allow the consumption of alcohol in the Hire Rooms unless purchased from Caterwell East Anglia.

### **LICENSES**

32. Where the event includes any licensable activity the subject of the Premises Licence issued by The Council (acting as Licensing authority) under the Licensing Act 2003 (that is to say where the event includes the sale by retail of alcohol; the provision of regulated entertainment plays, films, indoor sporting events, boxing or wrestling entertainment, live music, recorded music, performances of dance, or anything of a similar to live music, recorded music or performances of dance, or the provision of late night refreshment) The Hirer shall ensure that all conditions and requirements detailed in the Premises Licence are complied with at all times during the event.
33. The Hirer shall be responsible for obtaining such licences or other permissions as may be needed (in addition to the Premises Licence referred to in the above condition) and (unless restricted by law) hereby indemnifies The Council against any action taken by any third party in respect of any failure to obtain or failure to comply with any such licence or permission. The Council reserves the right to demand sight of any such licence or permission.



## Terms & Conditions of Hire

### CHILD PROTECTION

34. The Hirer shall, where required by The Council, provide evidence that The Hirer has adequate child protection procedures in place. The Hirer acknowledges that they have a duty of care to safeguard children and young people from harm and that The Council has a responsibility to highlight poor practice and to report any concerns to relevant authorities.
35. Where children under 17 are taking part in a performance this must be stated on the application form. Child welfare requirements and chaperoning details should be agreed with the South Holland Centre's Operations Manager at least two weeks prior to the event commencing.
36. The Hirer shall ensure that no animals (including birds) except working dogs are brought into the South Holland Centre unless approved by a Manager of the South Holland Centre. Any person who brings an animal to perform in the building must seek written permission from the General Manager at least 1 month in advance and provide copies of an appropriate risk assessment and an applicable license.

### OTHER

37. The Hirer shall hand all items of lost property to a member of staff at The South Holland Centre.
38. The Hirer shall ensure that neither fly posting nor any other form of unauthorised advertising is undertaken for the Event, and shall indemnify The Council accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.
39. Terms and Conditions: The Hirer acknowledges that The Council reserves the right to modify these terms and conditions without notice. Any decision by The Council regarding the interpretation of these terms and conditions shall be final.