

Hire of the Keynsham Community Space

Terms & Conditions

Bath & North East Somerset welcomes individuals, groups and organisations to book the Keynsham Community Space.

Keynsham_CommunitySpace@BATHNES.GOV.UK

Please ensure you have read all the terms and conditions of hire, as stated below, before confirming the booking and making any payment.

I. DEFINITIONS

In these conditions of hire:-

- 1.1 'The Council' means Bath and North East Somerset Council.
- 1.2 'The Hirer' means the person requesting and confirming the hire/ booking. Where an organisation/ individual is named in the Correspondence, that organisation/ individual shall also be considered the Hirer and shall be jointly and severally liable with the person who created/ requested the booking.
- 1.3 'The Contract' means the Booking, any other relevant written correspondence (Including email correspondence/ confirmation) passing between the parties and their agents and the payment of the required Hire Charge.
- 1.4 'The Premises' means those parts of the Building(s) used for the purpose of the Event and referred to in the Contract and other correspondence. The Premises also includes those areas that might reasonably be used by the Hirer or their guests during the Event including entranceways, toilets, lifts and stairways
- 1.5 'The Building' means the entire interior and exterior of the specific property containing the Premises as described above in 1.4
- 1.6 'The Period of Hire' means the dates and times for hire referred to in the Contract and other correspondence. This may also be referred to as the 'Hire' or the 'Event'
- 1.7 'The Booking Form' means the official forms provided by the Council to Hire the Premises for an Event.
- 1.8 'The Hire Charge' means the current rate payable for hiring the Premises.
- 1.9 'Provisional Booking' means an initial application, however made (i.e. by telephone, email etc) at which time the Provisional Booking will be noted in the calendar and the space reserved. Failure to confirm the running of the event 14 days before the booking is meant to run will result in the Provisional Booking being cancelled.
- 1.9 'The Authorised Officer' means the Customer Services Face to Face and Outreach Manager or any person or persons nominated by them. 'The Authorized officer' receives the bookings and corresponds with 'The Hirer' when making a booking in 'The Building' :
- 1.10 The masculine shall include the feminine and the singular shall include the plural.

2. APPLICATION TO HIRE

- 2.1 All Hires are subject to the written approval of the Authorised Officer to ensure that they conform to the policies and practices of the Council. Applications which will not be approved include those that, in the opinion of the Authorised Officer, are likely to promote or incite racial or religious hatred, civil unrest or cause offence, or to be of such a nature that the Authorised Officer considers inappropriate or which carries a level of risk to the Council which in his opinion cannot justify the booking
- 2.2 Provisional bookings made over the phone or by email will be held for a period and confirmation of booking will be required 14 days before the event date. The provisional booking will be cancelled after that date if the Booking has not been confirmed via written correspondence (Including Email).
- 2.3 Hires are made to the individual making the application ('The Hirer') and are non-transferable. Applications will not be accepted from persons acting on behalf of a third party unless this is declared at the time of the application. Where an application is made by an agent on behalf of a client, the identity of that client and the nature of the event must be revealed before the application is considered.
- 2.4 The purpose of the Hire must be clearly stated at the time of making the application. The Hirer must honestly declare and fully represent the purpose for hiring the Premises. Any actual or apparent misrepresentation, material omission or mis-statement may result in immediate written termination of the Event by the Council. An additional fee, at the sole discretion of the Council, may be levied to cover the reasonable costs incurred by the Council resulting from such termination
- 2.5 Applications should normally be made at least 28 days before the proposed date of Hire. Applications may be made at less than 28 days subject to room availability.
- 2.6 Applications for Hire will only be accepted for a maximum period of one financial year (between the 1st April in the year of application and 31st March the following year)

3. GENERAL CONDITIONS

- 3.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.
- 3.2 The Hirer shall not use the Premises, or permit the Premises to be used, for any purpose other than for the purpose or purposes specified at the time of booking and in the Contract.
- 3.3 The Hirer must not use the Premises, or any part of thereof, for any illegal purpose or in any manner that may, in the Council's reasonable opinion, cause any or all of the following:
- loss
 - damage
 - injury
 - legal nuisance to the Council
 - legal nuisance or any other owner/ occupier of any neighbouring property
 - any purpose which may cause prejudice to the Council.

- 3.4 The Hirer must not use the Premises for any purposes whose nature or content could bring the name and reputation of the Council or its venues into disrepute as determined by the Authorised Officer.
- 3.5 The Hirer and his staff, agents, colleagues, contractors, sub-contractors and guests allowed on the Premises by reason of its Hire shall leave the premises immediately at the end of the Period of Hire.
- 3.6 The Council will provide for the normal heating and normal lighting of the Premises but shall not be responsible for any failure, defect, damage or loss resulting from any failure unless due solely to negligence by the Council or their servants/ agents.
- 3.7 No nail or fixing of any kind shall be driven into, or applied to, any wall, floor, partition, pillar, ceiling, fitting or furniture of any kind at the Building
- 3.8 No adhesive tape or material may be used to secure loose cables to the floor. Cable matting must be used in all cases at the Building.
- 3.9 No alteration or additions to the fixtures, fittings, decorations or equipment at the Building shall be carried out without the prior written consent of the Authorised Officer. Such consent may provide pre-conditions and instructions.
- 3.10 The Hirer is responsible for the conduct of his staff, agents, colleagues, contractors, sub-contractors and guests throughout the Period of Hire.
- 3.11 The Hirer, his staff, agents, colleagues, contractors, sub-contractors and guests who arrive under the influence of alcohol or drugs will be refused entry. The Authorised Officer, other officers of the Council or their authorised contractors on duty during the Period of Hire can refuse the right of entry at any time.
- 3.12 The Authorised Officer may require guests to vacate the Premises during the Event if behaviour is considered by the Authorised Officer to be unacceptable. Reasonable force as appropriate may be used. The authorized officers or their representative may call the emergency services as they deem necessary in their entire discretion.
- 3.13 The Council will be responsible for the provision of any security and/or door staff required (as determined by the Council) to ensure the safety of an Event and the cost for this will be included in the Booking Form.
- 3.14 No animal, other than an assistance animal, may be brought into the Building without the prior written consent of the Authorised Officer.
- 3.15 The Hirer shall not be entitled to grant sound, television broadcasting or filming rights of the event without the prior written consent of the Authorised Officer
- 3.16 The Hirer shall, during the period of Hire and until the premises are cleared by him, his servants, agents, contractors and/or anyone else on the premises due to the hire, be responsible for: Keeping the premises safe and ensuring good order and ensuring that all rubbish is cleared away at the end of the Hire.
- 3.17 Ice sculptures, balloons of any kind, silly string, dry ice/ smoke machines, foam and bubbles or arcade-style rides etc are not permitted within the Premises.
- 3.18 The Hirer shall not give or permit to be given any cinema show on the Premises unless non-flammable films are used. Where blackout facilities for the premises are not available, the Hirer shall make his own arrangements for the blackout of the Premises in connection with a cinematography show on the Premises and shall carry out such directions in connection therewith as the Authorised Officer shall give in writing.
- 3.18 The Hirer shall comply with all reasonable requests of the Authorised Officer during the Period of Hire and during such other times as any of them shall be in the Premises.
- 3.19 CCTV is in full operation covering all areas of The Space and Keynsham Library Building; this can and will be used as appropriate evidence should any loss, damage, theft or any other civil or criminal activity take place in The Space and/or The Keynsham Library Building which would require reference to the CCTV recordings.

4. PAYMENTS AND CANCELLATION

4.1 Payment for Events are due within 61 days of the invoice being sent.

4.2 Cancellation terms:

Cancellation is permitted up to two weeks before the event	100% of the total hire fee retained
Cancellations within two weeks of the event	No refund permitted

4.3 Any cancellation by the Hirer is deemed to be effective once notice is received in writing by email to The Authorised Officer.

4.4 The Hirer shall be responsible for the payment of all fees such as Performing Rights Society (PRS) and licence to show film where such costs are attributable to the Period of Hire. The Hirer will also indemnify the Council for any claims arising out of non-payment of such fees.

5. TERMINATION

5.1 The Council may, at its discretion, terminate the Hire forthwith if the Hirer is found to be in breach of any of these conditions. All monies paid to this date will be retained by the Council

5.2 The Council may terminate a Hire by notice in writing, without prejudice to any other rights or remedies the Council may have, if the Hirer becomes bankrupt or insolvent or enters into liquidation or receivership or is subject to an application for an administration order or suffers an administrative receiver to be appointed in relation to the whole or part of its assets or makes a composition with its creditors or suffers any judgment to be executed in relation to any of its property or assets.

5.3 If it appears to the Council at any time before the event, that the nature of the event differs from that stated on the Booking, then the Council has the right to terminate the Contract with immediate effect. All monies paid to this date will be retained by the Council

5.4 Consequences of Termination. Upon termination by the Council under clause 5 above, the Council shall not be liable to the Hirer for any costs, loss damages, etc incurred directly or indirectly by the Hirer as a consequence of such termination

6. LIABILITIES, INDEMNITY AND INSURANCE,

6.1 Liabilities and Indemnities

6.1.1 Neither Party excludes or limits liability to the other Party for:

(a) Death or personal injury caused by its negligence or breach of contract; or

(b) Fraud; or

(c) Fraudulent misrepresentation.

6.1.2 Subject to clause 6.1.3, the Hirer shall indemnify the Council and keep the Council indemnified fully against all legally enforceable and properly mitigated claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of the Event and/or Services or the performance or non-performance by the Hirer of its obligations under the Contract and/or arising out of the presence of the Hirer or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any negligence of the Hirer or any other loss which is caused directly by any breach of contract by the Hirer

6.1.3 The Hirer shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Council or by breach by the Council of its obligations under the Contract.

6.1.4 Subject always to clause 6.1.1, the total liability relating to a single claim or a series of connected claims of either Party under or in connection with the Contract shall in no event exceed £5,000,000 (five million pounds).

6.1.5 Subject always to clause 6.1.1, in no event shall either Party be liable to the other for any:

(a) loss of profits, business, revenue or goodwill; and/or

(b) loss of savings (whether anticipated or otherwise); and/or

(c) indirect or consequential loss or damage.

6.1.6 The Hirer shall not exclude liability to the council for additional operational, administrative costs and/or expenses or wasted expenditure directly resulting from the Default and/or negligence of the Hirer

6.2 Insurance

6.2.1 The Hirer shall effect and maintain with a reputable insurance company a policy or policies of insurance providing cover in respect of all risks which may be incurred by the Hirer, arising out of the Hirer's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Hirer. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of 6 (six) years following the expiration or earlier termination of the Contract.

6.2.2 The Hirer shall give the Council, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

6.2.3 If, for whatever reason, the Hirer fails to give effect to and maintain the insurances required by the provisions of the Contract the Council will, terminate the Hire. In such circumstances the Hirer will remain fully liable for the fees payable in respect of the Hire. The Council will not be responsible for any costs or losses which are incurred by the Hirer as a result of such termination.

6.3 The Council shall not be liable, once the Hire has commences, to indemnify the Hirer for any loss incurred due to industrial action, breakdown of machinery, failure of supply of electricity, emergency repairs, leakage of water, fire, Government restrictions of any other circumstances beyond the Council's reasonable control, which may cause all or any part of the Premises to be temporarily or permanently closed or inaccessible for the Period of Hire, or the Period of Hire to be interrupted or cancelled.

6.4 The Council shall not be responsible for any loss or damage howsoever caused, to the Hirer's property or the property of any of the Hirer's guests, audience members, participants or contractors. It is understood that all property used or stored in the Building by the Hirer, with the prior written consent by the Authorised Officer, shall be so used or stored at the Hirer's own risk.

7. DAMAGE

7.1 The Hirer shall take good care of and, shall not cause any damage or permit any damage to be done to, any part of the Building.

7.2 The Hirer shall take good care of and, shall not cause or permit any damage to be done, to any fixtures, fittings, furniture and equipment in any part of the Building during the Period of Hire.

7.3 Any damage that is caused or permitted by the Hirer, his staff, agents, colleagues, contractors, sub-contractors and guests or any other person resorting to the Premises by reason of the Hire shall be made good by the Council and will be charged to the hirer. The cost of any damage shall be certified by the Authorised Officer whose decision shall be final.

7.4 Any unreasonable or unforeseen cleaning, including but not limited to vomit and broken glass, will be recharged to the Hirer. The cost of any such cleaning shall be certified by the Authorised Officer whose decision shall be final.

8. HEALTH & SAFETY

8.1 The Hirer will not exceed the maximum capacity of the Premises as detailed in clause 12

8.2 The Hirer will ensure that all fire exits from the Premises shall be kept unobstructed and immediately available for exit during the whole time the Premises is in use and until the Premises are cleared by the Hirer, his Staff, agents, colleagues, contractors, sub-contractors and guests.

8.3 No weapons, explosives, inflammable material, fireworks or other pyrotechnics are permitted in any part of the Building nor use or permit the use of any naked lights in any part of the Premises

- 8.4 Any electrical appliance or lighting brought in to Building for use during the Period of Hire period must have a visible current Portable Appliance Test (PAT) certificate, produced with the Booking Form at the time of booking
- 8.5 No alterations to the electrical distribution or other infrastructure in the Building will be permitted.
- 8.6 The Hirer undertakes to ensure that any children less than 18 years of age attending the Event or using the Premises are properly supervised at all times by a designated guardian (in accordance with Section 12 of the Childrens and Young Peoples Act 1933). If children arrive at the Building without proper supervision, the Authorised Officer reserves the right to refuse them access. If the Authorised Officer believes any child will not be properly supervised.
- 8.8 The Authorised Officer shall be permitted to immediately terminate the Hire if he determines that the safety of the Building or people within it are at risk due to the Hirer failing to comply with any of the terms above relating to Health and Safety. The Council will not be liable for any damages arising from the termination or suspension unless arising directly from the Council's negligence.
- 8.9 Before the Period of Hire, the Hirer must provide in writing any relevant risk assessments, method statements and/or safe systems of work as required by the Authorised Officer for any activities or procedures to be undertaken by the Hirer, his staff, agents, colleagues, contractors, sub-contractors and guests to enable the Event.
- 8.10 When the Premises are let for the purpose of a bazaar, exhibition, show or sale of work or other similar function the fixing of stalls and all arrangements in connection with the fittings up of the same shall not take place until the Authorised Officer has approved plans submitted in writing by the Hirer at the time of booking.

9. COMPLIANCE

- 9.1 The Hirer must ensure that the Hire does not contravene UK or EU legislation.
- 9.2 The Hirer must ensure that the Hire complies with all statutory requirements in respect of Environmental Health and Health & Safety legislation.
- 9.3 The Hirer shall observe and comply with the terms, conditions, restrictions and requirements of any relevant Acts of Parliament, statutory instruments, licences or regulations under which the Premises may be used.
- 9.4 The Hirer shall not allow any activity that may cause any such statutory instruments, licences or regulations, to be infringed, suspended, forfeited or jeopardise future renewal or transfer.
- 9.5 The Hirer shall comply with the Council's Equalities Policy, (<http://www.bathnes.gov.uk/services/your-council-and-democracy/equalityand-diversity>) and ensure nothing is done at or in respect of the Building during the Period of Hire which would give serious offence to other people/ organisations by discriminating, denigrating or caricaturing them on the grounds of gender, race, disability, religion, sexual orientation or other such grounds.

10. MARKETING & PROMOTION

- 10.1 The Hirer shall not permit, encourage or arrange for flyposting or other illegal advertising of the event. If fly posting takes place, the Hirer may be refused bookings of any land or premises under the control of the Council at the discretion of the Authorised Officer.
- 10.2 No promotional material, relating to the Event shall be posted on or in any property belonging to the Council except with prior written consent of the Authorised Officer
- 10.3 Use of the Council's branding, logos and photographs is only permitted with prior written consent of the Authorised Officer
- 10.4 Any press or media attendance or involvement must be clearly communicated in writing to the Authorised Officer in advance of the event and will be subject to the written approval by the Council's Communications and Marketing Manager.

11. PERSONAL DATA

- 11.1 The Council will only use the personal information provided to it by the Hirer to provide the Services, or to inform the Hirer about similar services which the Council provides, unless the Hirer informs the Council in writing that the Hirer does not want to receive this information.
- 11.2 The Hirer acknowledges and agrees that the Council may pass the Hirer's details to credit reference agencies.

12. VENUE SPECIFIC INFORMATION

- 12.1 The Council operates a no-smoking policy throughout its buildings.
- 12.2 Before 1700 only the 'The Space' event room is included in the hire; the mezzanine area and adjacent toilets are for public use in library opening hours (0930 - 1700) and will be available as per first come first serve basis. After 1700 the hire would additionally include the mezzanine area outside the room and the landing area where two toilets and the lift are located.
- 12.3 Out of hours 'The Space' is quarantined off from the rest of the library with an artificial wall in the mezzanine area and door located opposite the out of hours entrance (Opposite Icelands); Any opening of this wall/ door to enter the library will be treated as trespassing after 1700.

- 12.2 The Maximum capacities of each of the Premises are:

The Keynsham Community Space –

Market Walk, Keynsham, BS31 1FS
0930 -1700 – Library working hours
1700 – 0000 - Out of hours

Seated – 140

Standing – 300

Note: The maximum number of people needs to be reduced by 2 for every wheelchair/mobility scooter user attending an event