



**APPLICATION TO HIRE FUNCTION ROOM
AT SPRING HALL – HALIFAX**

Name of Hirer: Mr/Mrs/Miss/Ms

Name of company/club/legal entity

Address:

..... Post Code:

Tel No (Home): Tel No (Work):

Name of Company/Organisation:

Day and Date of Hire:

Type of Function:

Estimated numbers attending:

Total time of Occupation (including setting up/getting out) am/pm to am/pm

Time of actual Function am/pm to am/pm

(Part hours will be charged at full hourly rate)

Additional Requirements

For method of payment see overleaf

Cheques payable to CALDERDALE MBC

**NB: Completion of this form does not in itself constitute a
booking
Hirers must not assume acceptance and make
commitments until
written confirmation has been received from the
Facility Development Officer**

Any provisional booking will relapse and be re-let if the hirer does not



return this completed booking form within **Fourteen days**.

I certify that I am over 18 years of age and will be responsible for any payment to be made in connection with this application. I understand that it is my responsibility to read and understand the Conditions of Hire, which are enclosed.

I accept my responsibility in ensuring that the Conditions of Hire are complied with. I have read and understand this section.

Signed: Date:

Please return completed form to:

**Facility Development
Officer
Spring Hall Mansion
Huddersfield Road
Halifax HX3 0AQ
Tel 01422 284413
Fax 01422 284421**

For Office Use Only	
Entered in Diary:	<input type="checkbox"/>
Contract Done:	<input type="checkbox"/>
Paid:	<input type="checkbox"/>



SPRING HALL FUNCTION ROOM: REGULATIONS AND CONDITIONS OF HIRE

1. **DEFINITIONS**

Council

THE BOROUGH COUNCIL OF CALDERDALE

Directorate

Community Services Directorate or a Manager specifically authorised to act on its behalf.

Sports Services Manager

The person appointed by the Council to manage the Leisure/Sports facilities or his Duty Manager.

Hirer

Any individual group or club who, upon prior agreement uses the facilities comprising the said Leisure/Sports facilities.

User

User means any person using the centre whether as a participant or as a spectator.

Premises

The whole or any part of the facility or facilities or areas including changing rooms, balcony areas, car parks.

2. **BOOKING ARRANGEMENTS**

- a. The hiring of the premises shall be subject to the Terms and Conditions hereinafter provided.
- b. All correspondence must be addressed and forwarded to the appropriate Leisure/Sports facility where hire is required, marked for the
- c. attention of the Sports Services Manager.
- d. Application for the hire of the centre including any catering arrangements must be made on an official Application Form at least 28 days before the proposed date of hiring.
- e. The Sports Service Manager has the right to refuse or accept a club or individual booking if he considers that it is in the interests of the Council to do so.

3. **HIRE CHARGES**

- a. The sum fixed from time to time as the amount to be paid by the hirer for the use of the said facilities per hour.
- b. The Council reserves the right to increase all hire charges and shall provide a minimum of one months notification to the hirer prior to any increase. The hirer shall be liable to pay the increased hire charge for any subsequent hiring.

4. **PAYMENTS**

CASUAL AND CLUB BOOKINGS

- a. All charges must be paid in full at least 14 days in advance of the start of the booked period of hire or (In the case of applications form more than one period) at least 14 days in advance of each booked period of hire. The Manager may require payment in full in respect of all booked periods of hire 14 days in advance of the first such period. All charges are those applicable on the date of the event(s) takes place, i.e. advance bookings may have annual price increases applied after confirmation of booking.

COMMERCIAL BOOKINGS

- a. Charges payable for hiring of a special or commercial nature are by negotiation with the Manager. Additional fees will be payable for the use of special equipment, additional electricity, the import of additional seating/staging or any labour charge over and above the normal staffing levels.
- b. In the event of charges not being paid in accordance with these Conditions, all booked periods of hire may be cancelled by the Manager without prior notice to the hirer.

- c. The centre shall not be used for a period longer than the booked period of hire. If in contravention of this condition, the hirer will be charged for the excess period at such rate, as the Manager considers appropriate for the use of the centre but not less than the normal hiring rate.
 - d. There shall be no sub letting of the centre without the managers permission in writing.
 - e. No club shall levy any charge in connection with their booked period of hire without the prior consent of the manager.
 - f. In the event of the hirer cancelling or failing to take up any booked period of hire the charges payable in respect there of shall remain due, but if the booking is re let, then the Manager, at his discretion may return up to 100% of the charge for such a period to the hirer.
 - g. Where bookings are on a regular basis cancellations but be paid for in full unless notified in writing to the manager at least 14 days in advance of the cancellation.
 - h. The Council acting through the Manager of the centre reserves the power to refuse any application or to cancel or terminate any booking for any reason whatsoever. All monies paid in respect of bookings cancelled in accordance with this condition will be refunded, provided that the hirer has complied with the conditions governing the general use of the centre. The Council should not be liable for any other expenditure incurred or loss sustained, whether directly or indirectly by the hirer arising from the cancellation. Notwithstanding this, the Council will use its best endeavours to ensure that reasonable notification of the cancellation is given to the hirer.
 - i. The Manager may at his discretion require that the application by the hirer be covered by an individual insurance policy, which shall give cover of £5 million pounds for any one occurrence or series of occurrences arising out of the period of hire.
 - j. The Council reserves the right to require the hirer to submit to the Council such policy and premium receipt for approval. Failure to comply with any of the requirements of this clause may result in the termination of the hiring.
 - k. The Council carries 3rd party insurance in respect of claims arising due to its own negligence. The Council does not carry 3rd party insurance to cover any other groups in respect of 3rd party claims.
 - l. All Occasional hirers must use Community Services employees at the rates, which can be given on application for hire. Failure by the hirer to fully comply with this section may result in the hire being cancelled without notice.
5. **FIRE AND OTHER EVACUATION PROCEDURE**
At the commencement of all spectator events, the following announcement must be made by the hirer:
- a. In the interest of Public Health and Safety, there will be NO SMOKING permitted within the building for the duration of the event.
 - b. Should it be necessary to evacuate the building in the event of an emergency or for whatever reason, the hirer shall ensure that in the event of an emergency, all persons inside the premises will immediately and in an orderly fashion, evacuate the building in accordance with the evacuation procedures.
 - c. It shall be the duty of the hirer to ensure that it has fully familiarised with the Health And Safety procedures, including fire and other evacuation procedures within the premises.
6. **RESPONSIBILITY OF THE HIRER**
- a. The Hirer shall ensure that all members of any club or persons using the centre as a result of the hirer's application shall comply with the conditions governing the general use of the centre. The hirer shall be liable to the Council for any breach thereof as if the hirer has committed such breach.
 - b. The Hirer shall provide sufficient stewards to maintain good order during the booked period of hire and shall expel any person acting in a disorderly manner or disobeying an instruction of the manager.
 - c. Seating must not be re arranged or added to. All door entrances, corridors and exits must be kept clear at all times and ready for use in an emergency.
 - d. The hirer shall be responsible to indemnify the Council against all claims for damages, costs or expenses which may be made against the Council in respect of personal injury or loss or damage to property, where such loss or damage occurs during or in consequence of the hiring of the premises.
 - e. The hirer shall not be deemed responsible for or liable to indemnify the Council in respect of any personal injury or damage to property where such loss or damage occurs during or in consequence of hiring the premises.

- f. The hirer shall not be deemed responsible for, or liable to indemnify the Council in respect of any personal injury or damage to property deemed to have been caused by defect in the building, fittings, equipment in use at any time.
- g. The hirer shall not use the centre for any purpose other than the purpose for which the same was hired.
- h. The manager shall at all times during the booked period of hire have access to and access from the centre and instructions must be given by the hirer to permit his admission.
- i. The taking of photographs or films and the recording by any method of activities or events taking place within the centre is forbidden except with the prior approval of the manager.
- j. The hirer shall be solely responsible for the repair of any damage caused directly or indirectly to any equipment used during the booked period of hire. This includes delivery or collection of items by outside bodies. The use of such equipment is only permitted with the written consent of the manager. The hirer shall further be responsible for any loss of revenue caused directly or indirectly by such damage.
- k. Portable electrical equipment – no such equipment is permitted without approval by the centre manager – such equipment must conform with the Electricity at Work Regulations and only after confirmation or acceptability by the centre manager may the equipment be used.
- l. No article of dangerous or offensive character or any inflammable materials shall be brought into the centre by the hirer.
- m. No nail or fastening of any kind of advertisement may be placed in or on any part of the centre without the prior consent of the manager.
- n. No fly posting of any description of events taking place at the centre is permitted. Promoters of events to which the poster gives publicity are liable to prosecution.
- o. In the event of any breach of these conditions the user may be required by the manager to leave the centre and forfeit the charge paid by him for entry or use of the centre but without prejudice to any claim, which the Council may have against him by virtue of these conditions, or any legal process.

7. **CATERING**

- a. No food or drink of any kind may be brought into the centre, without prior permission of the manager.
- b. Where permission is requested for the use of outside caterers or the provision of own food, the hirer should not undertake any commitment until permission is received from the manager in writing. The Council shall not be liable for any costs incurred in this way where permission in writing has not been granted.
- c. Where permission for outside caterers is granted in writing the detailed requirements of the manager must be followed. The centre must be left in a clean, tidy and hygienic state with all waste food and materials being removed by the hirers. The cost of any additional cleaning which is necessary will be re charged in full to the hirer.
- d. The loss or damage of any equipment belonging to the centre will be re charged in full to the hirer.
- e. The hirer will not normally be permitted to provide his own drinks whether alcoholic or non alcoholic.

8. **DAMAGE OR LOSS**

The Council shall not be responsible for any failure of the main electricity to the centre or for any loss or damage to the property of the hirer or injury to any person by the hirer caused through accident, fire, theft or any other cause whatsoever unless arising through the negligence or default of the Council.

9. **REPORTING OF INJURIES, DISEASES & DANGEROUS OCCURRENCE REGULATIONS 1995**

It is the responsibility of the hirer to ensure that any accident/incident, which occurs during the period of the hire, is reported promptly to the Centre Manager. If for some reason this is not possible, e.g. the accident/incident/injury does not come to light until after persons have left the centre. It must be reported to the centre within 24 hours.

10. **ALTERATIONS TO RULES & CONDITIONS**

- a. The Council reserves the power without prior notice at any time to alter or amend the whole or any part of these Conditions.
- b. THE COUNCIL shall not be liable for any loss due to breakdown of machinery, fire, failure of supply of electricity, leakage of water or gas, Government restrictions or other external events beyond its control

which may cause either the building or the hired premises to be temporarily closed, or the hiring to be interrupted or cancelled.

11. HIRER RESPONSIBILITIES

The hirer shall, during the hiring, be responsible for:

- a. The efficient supervision of the hired premises, including effective control of children, the orderly and safe admission and departure of persons to and from the premises, and the orderly and safe clearance of the hired premises in case of an emergency.
- b. The safety of the hired premises and the preservation of good order.
- c. Ensuring that all users of the hired premises are aware of the emergency exit routes from the building and that all doors giving egress from the hired premises shall be kept unobstructed and immediately available for use during the whole time the premises are in use, and no obstruction shall be placed or allowed to remain in any corridor giving access to the hired premises.
- d. Ensuring that all fixtures and fittings, and portable equipment provided by THE COUNCIL are used correctly, and that any faults or damage occurring during hire are reported. **Where equipment fixtures or fittings are damaged by the hirer or persons invited into the building by the hirer, the hirer will be charged the full cost of repair or replacement.**
- e. Complying with the access and security arrangements when using the hired premises and not allowing or permitting unauthorised entry at anytime.
- f. The hirer will be responsible for paying the security callout fee if the security alarm system or fire alarm system are triggered due to unauthorised use, access or egress in any part of the premises or where the alarms are false alarms and are caused negligently or deliberately.
- g. The hirer shall not pass keys or swipe cards loaned by THE COUNCIL for the purpose of gaining entry to the premises after normal working hours to any third party, or allow them to be copied.
- h. No animals are allowed in the building, with the exception of Guide Dogs for the Blind/Work Dogs.
- i. No smoking is permitted in any part of the building, including the first floor terrace and outside any of the entrance doors.
- j. The consumption sale and display of alcohol or any beverages containing alcohol is not allowed on the premises without obtaining the prior written permission from THE COUNCIL.
- k. No flags, emblems, placards, posters or other decorations shall be displayed outside of any part of the building without the previous consent in writing of THE COUNCIL .
- l. The hirer shall, at the expiration of the period of the hiring, leave the hired premises in a clear and orderly state, and ensure that windows are securely closed, and that any furniture is in the same position as it was at the commencement of the hiring and that all room lights have been turned off in the hired premises.
- m. Where exclusive access to the building is granted the hirer shall ensure that building security and safety procedures are complied with.
- n. **THE COUNCIL will not be liable for the theft, loss or damage to any property brought onto the premises by the hirer or any third party. This includes vehicles and possessions left in the bicycle stands and disabled parking area.**
- o. Any notice, demand or request by THE COUNCIL, to or upon the hirer, will be sent by ordinary pre-paid post, addressed to the hirer at the address shown on the application form, and shall be deemed to be made or served at the time when it would be delivered in the ordinary course of post.

12. INDEMNITIES

- a. *The subcontractor agrees to indemnify and hold harmless the Council against loss or threatened loss or expense by reason of the liability or potential liability of the Council for or arising out of any claims for damages in connection with this hire*
- b. *The council may, at its sole discretion require that the person who is booking the premises procure an insurance cover*

For further information about this please contact the Facility Development Officer on 01422 284413.



PLEASE MAKE CHEQUES PAYABLE TO:

CALDERDALE METROPOLITAN BOROUGH COUNCIL