



**London Borough
of Hounslow**

London Borough of Hounslow Civic Centre

Terms and Conditions of Hire



**Terms and Conditions of Hire of
The Lampton Conference Centre and/or Civic Centre Facilities**

Definitions

In these Terms and Conditions the following terms shall have the following meanings:

The Council means The Mayor and Burgesses of the London Borough of Hounslow of The Civic Centre, Lampton Road, Hounslow TW3 4DN

The Authorised Officer

Any Council officer or statutory officer appointed and authorised by the Council to enforce these Terms and Conditions and to be generally responsible for the matters concerning the Council arising out of the use of the premises or otherwise.

The Hirer

The person or organisation named on the application form for the hire of the premises.

The Agent

Any authorised sub contractor or supplier employed by the Hirer

The Premises

This means the building or buildings of which part or whole are involved in the hire as specified in the Application Form.

Function

The term used for the event to be held at the premises by the hirer throughout the period of hire.

In every letting there shall be deemed to be implied on the part of the Hirer an undertaking with the Council to comply with these Terms and Conditions, and any statutory provisions governing use of the premises and to indemnify and save harmless the council from all penalties and costs the Hirer may incur in consequence of any default in complying with such Terms and Conditions.



1. Applications/Booking Procedure

- 1.1 All applications must be made using the prescribed application form available from the Authorised Officer in Charge of the Premises, and must the rooms and equipment required and the details of the function.
- 1.2 When completed the form shall be returned to the Authorised Officer:
- The Events Manager
Facilities Management
The Civic Centre
Lampton Road
Hounslow
TW3 4DN
- 1.3 The Council reserves the right to refuse any application for use of the Premises without the need to specify reasons, or provide explanations.
- 1.4 Applications will not be accepted from persons less than 18 years of age.
- 1.5 It is the responsibility of the hirer to make sure that all details on the booking form are correct before submitting and that the hirer is able to understand the terms and conditions.
- 1.6 Hirers of the Premises are provided 1 hour free set up. Additional preparation and clearing up time must be included in the hire period specified on the application form.
- 1.7 If the group/organisation for which the booking is being made is a charity; it is the responsibility of the hiring group/organisation to provide proof of a genuine charity registration number; as checks will be made to verify the information.
- 1.8 No public announcement of the hiring shall be made until the application has been granted and the required deposit or full fees paid.
- 1.9 No booking will be deemed to be confirmed until such time as the deposit required has been received by the Council.
- 1.10 Hirers are advised that failure to confirm information regarding their required Function layout may result in the Premises not being prepared in time for their booking. In such situations the Council and its officers cannot be held responsible.

2. Deposits

- 2.1 All booking confirmations are subject to receipt of a deposit as specified in the letter of agreement.
- 2.2 Deposits will be non-refundable up to the date the council requires full settlement, and then it may be refunded
- 2.3 A damage deposit may be required in addition to a deposit to secure the booking; dependant on the nature of booking/ function.
- 2.4 Deposits will normally be refunded through BAC's and can take up to 30 days after your event to be returned.
- 2.5 Deposit rates are subject to annual reviews.



3. Payment of Charges

3.1 Payments can be made by:

Credit card
Cheque
Or BACS payment.

3.2 Cash payments can be made in special circumstances and by prior agreement and arrangement in person at the Civic Centre.

3.3 Cheques should be made payable to "The London Borough of Hounslow" and should be forwarded together with the official invoice to: the Authorised Officer, as detailed on the application form.

3.4 The Charges are exclusive of Value Added Tax (VAT).

3.5 **Reduced Hire Charges:** Normally no reductions in hire charges will be granted with the sole exception that applications in writing from registered charitable and voluntary organisations may be considered. See appendix ...

3.6 **Price Increases:** The Council reserves the right to increase prices without notice. All bookings for functions taking place after any price increase shall be liable to the higher charge(s) for the facilities hired.

4. Cancellations and Changes

4.1 In the event of any cancellation or termination of the hiring, no liability shall fall upon the council, or any Officer of the Council, in respect of any loss sustained or expenses incurred by the Hirer or any other person as a result thereof and Hirers are advised to insure against such loss.

4.2 All cancellations or postponements must be made in writing to the Authorising Officer/ Events Manager.

4.3 Changes to bookings will only be made in exceptional circumstances. Any alterations to an agreed booking must be put in writing or emailed to the Events Manager.

4.4 Changes requested by the hirer to a facility, facility layout, equipment or additional service requirements or time for a booking held on the system and already invoiced will incur a £6.00+ VAT charge per booking to cover administration costs.

4.5 In the event of the hirer having paid the full charges, and then subsequently cancels the booking, a refund will be made at a percentage rate.

4.6 The sliding scale of refunds for cancellations and postponements before the date of the function if not re-let is shown below. The figures shown are subject to any other terms specified in the application:

More than 12 weeks and over	Only deposit retained by Council
More than 6 weeks but less than 12 weeks	40% of full hire fees & deposit refunded
Less than 6 weeks before hire	100% full hire fees will be payable

4.7 Where no payment save the deposit, has been received before a cancellation, a charge will be made of:

With up to 6 weeks notice prior to	100% hire charge is payable
With up to 6-8 weeks notice prior to	50% hire charge is payable
With up to 12 or more weeks prior to	25% hire charge is payable



4.8 Cancellations by the Council

If the Council or Authorising Officer/s have reason to believe that the use of the Premises is likely to lead to disorder or disharmony in the Borough or the Council finds that the hiring is or is likely to be of an objectionable or undesirable nature and not in accordance with the stated purpose or that the Hirer is otherwise in breach of any condition of this agreement, the Director of Corporate Services may refuse to accept or may cancel the booking and the amount paid in respect thereof will be returned to the hirer, who shall have no claim against the Council on account of such cancellation of the booking.

5. Booking Access Restrictions

- 5.1 Hirers will be granted access to the Premises as per the written booking agreement made with the Authorising Officer.
- 5.2 Any subsequent late changes/requests made to Authorised Officers for altered access times may be subject to further charges at the standard hourly charging policy.
- 5.3 All hirers and any persons associated with any hiring must have vacated and be clear of the premises by time of completion of the hire.
- 5.4 The hirer shall be responsible for providing any personalised table, exhibition and floor plans and all other audio visual requirements, temporary staff requirements and room layouts a minimum of two weeks prior to the date of commencement of the Function.

6. Children

6.1 Safety of:-

The Hirer for any entertainment/activity at which children shall be present shall provide sufficient number of stewards to control and facilitate the entrance and egress of the audience. Where supervised facilities operate for children under 8 years, the Hirer shall comply in all respects with the provisions of the Children's Act 1989, as amended.

7. Animals and Birds

- 7.1 Except with the written permission of the Authorised Officer, the Hirer shall not permit any animal or bird onto the Premises, provided that this condition shall not apply to a guide dog accompanying a visually impaired person.

8. Security, Stewards and Other Function Staff

- 8.1 In the interest of security and keeping the Function in good order, the Hirer is responsible for providing adequate numbers of door supervisors or security officers on all points of access and egress to the premises, to be used for the Function.
- 8.2 A minimum of one in-house Civic Centre security officer must be employed by the Hirer for the duration of the Function. The Hirer acknowledges that the ratio for door supervisor provision is typically 1 security officer to every 50-100 persons. There is a minimum requirement to provide two door supervisors/ security officers on the main entrance to the Lampton Park Conference Centre.
- 8.3 Where the Hirer is using a third party security provider, details of this organisation must be provided to the Council at least 4 weeks prior to the date of hire.
- 8.4 The hirer should ensure that for any mass communicated public Functions held on the Premises, all door supervisors/ security officers should keep hourly totals of the number of people within the premises as any Authorised Officer of the council monitoring the function may request these figures to ensure compliance with the maximum capacity of the premises license and/or the agreed function attendance.



- 8.5 The hire charge does not include the services of Council staff.
- 8.6 The hirer shall brief all function personnel on arrival to the premises and bring to the attention of engaged staff - attendants, stewards, waiting staff and security officers, notices and information relating to Fire and Bomb emergency procedures.
- 8.7 All persons directly engaged by the Hirer to carry out specific hospitality duties at the Hirers function (stewards, attendants, security officers etc) should be readily identifiable to the public by means of some conspicuous clothing or marking system which is visible under all lighting conditions.

9. Sub-Letting

- 9.1 The Hirer shall not sub-let, or attempt to sub-let the premises or part thereof.
- 9.2 In the event of a breach of this condition the hirer shall forfeit use of the premises and shall also forfeit to the council any sum paid by the hirer for such hire.

10. Smoking

- 10.1 Smoking is strictly prohibited anywhere on the premises.

11. Catering

- 11.1 The Council has appointed an approved Caterer with exclusive rights to all catering and the provision of intoxicating liquor on the premises. This caterer has exclusive access to the premises kitchen facilities.
- 11.2 The Council provides a maximum of six (6) Charity and Community Catering Waivers per year, or 12 month period. Applications will be considered in situations where there is a specific dietary or cultural need of the hiring group or organisation that cannot be met by the Council's caterers.
- 11.3 Applications to waive this requirement will be considered only if the request is made in writing and at the point of booking. Applications must be made a minimum of four months prior to the intended date of the function.
- 11.4 Hirers granted a waiver and undertaking their own catering shall be responsible for:-
- Cleaning up all serving routes, preparation areas, kitchens*, serveries, eating areas and for disposing of all waste food and rubbish.
 - Supplying their own catering and waiting staff, tableware, condiments, table linen, kitchenware and glassware.
 - Complying with all requirements of Health and Safety at Work and all Food Hygiene and Health Regulations.
 - No food or drink shall be brought onto the premises unless a waiver has been agreed in writing.
 - No cooking is allowed on the premises.
 - No heating of foodstuffs shall be undertaken using charcoal or like solid fuel or inflammable liquid fuel cookers.



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- Hirers shall be responsible for ensuring all gas and electrical heating equipment brought onto the premises complies with all the appropriate British Standards, Health and Safety Regulations and Food Hygiene Requirements.

12. Cloak rooms

- 12.1 Any cloak room accommodation provided by the Council on the premises may be used by the Hirer with prior permission. The Hirer may provide cloak room attendants.
- 12.2 The council does not accept responsibility for any loss or damage to any article belonging to the hirer or to any member of the public. Whether or not deposited in the cloakrooms and as a condition of the letting, the hirer indemnifies the council from any liability in respect thereof.

13. Behaviour

- 13.1 The council reserves the right to exclude users who, in the opinion of the Authorised Officer, behave in an unacceptable or anti-social manner. This includes unacceptable behaviour by children or young people.
- 13.2 Failure to follow the instructions of the Authorised Officer can result in:
- a) termination of the Function; and /or
 - b) retention of the deposit paid by the Hirer to the Council.

14. Fire

- 14.1 The premises shall not be used for purposes which will involve any increased risk of fire.
- 14.2 The Hirer shall pay any additional premium required in respect of special insurance, as required.
- 14.3 No fireworks, including indoor fireworks, pyrotechnics or smoke machines are allowed.
- 14.4 No candles are allowed. Use of encased tea lights may be allowed at the sole discretion of the Authorising Officer.

15. Damage, Decoration and Advertising

- 15.1 The hirer shall not cause or permit any Agent/person connected with the hiring to drive any nails, tacks, screws or other fixing into walls or floors or into furniture or fittings.
- 15.2 No notices may be affixed to any walls or panelling in Halls or Committee rooms. Any notices fixed to walls or any other area that has caused damage will be charged to the Hirer.
- 15.3 No notice, sign, flag, bunting, banner, decoration, drapery, or other item shall be affixed to any part of the building or to the furniture or fittings therein by adhesive tape or adhesive substances, unless the prior written permission of the Authorised Officer has been obtained.
- 15.4 The Council reserve the right to remove any poster, emblem or decoration visible outside the premises which is deemed unseemly or unsightly in the Councils sole opinion.
- 15.5 Helium Balloons must be removed from the Premises at the end of the Function.



16. Legal Compliance with Statutes and Regulations

- 16.1 The Hirer shall strictly observe the requirements and regulations of any licensing authority (including the Council) as to the exhibitions and Public Entertainment Licensed events and the number of persons to be admitted, number and location of uniformed attendants, arrangements of seating, widths and gangways between chairs, stands and tables, the requirement to keep free of obstruction any emergency signs, stairways and exits and other like requirements.

17. Insurance

- 17.1 The Hirer observes that the Council's public liability insurance cannot be transferred to hirers.
- 17.2 The hirer is strongly recommended to insure against damage, death or injury caused by the Hirer (or by any other person entering the premises as a result of the booking), to the Council's premises.
- 17.3 The minimum level of indemnity third party Public Liability Insurance should evidence should not be less than £5m, dependant on the type of function.
- 17.4 Any loss, damage, injury or expense, including any consequential loss incurred during the course of a hire are the full responsibility of the Hirer, except where such loss, damage, injury or expense arises from negligence by London Borough of Hounslow and/or its employees.

18. Damage and Loss

- 18.1 The Hirer undertakes the responsibility in hire to ensure due care and attention is paid to protecting the Premises and its content during the build, use and dismantling of the Function.
- 18.2 The Hirer shall inform the Authorising Officer immediately of any serious injury or dangerous occurrence that affects public safety, as soon as is possible.
- 18.3 The Council will not be liable for any loss or damage due to circumstances beyond the Council's control, including but not limited to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or action, riot, war or act of God; which may cause the Premises to be closed temporarily or the hire of the Premises to be interrupted and/or cancelled.
- 18.4 The Hirer shall repay to the council on demand or deducted from the damage bond, the cost of reinstating or replacing any part of the premises or property whatsoever belonging to the council in or upon the Premises which has been damaged, destroyed, stolen or removed during the period of hire.

19. Equipment and Electrical Appliances

- 19.1 All furniture, equipment etc, brought or sent to the Premises by the Hirer shall be at such times as agreed by the Authorising Officer.
- 19.2 The Hirer must make it known, their intention to bring on site, any and all electrical appliances to be connected to the premises electricity supply during the hire. Where a third party is contracted to provide AV services details should be provided a minimum of 4 weeks prior to the date of hire.
- 19.3 All electrical equipment brought onto the Premises must be PAT tested by an authorised, competent person.
- 19.4 All installations of electrical equipment and appliances should be carried out and made safe by a competent person.
- 19.5 Use of electricity supply will be discontinued whereby unsafe equipment or practices under the control of the Hirer are not immediately and satisfactorily remedied.



20. Emergencies

- 20.1 In the event of a fire, or other emergency situation, the Hirer and associates must comply with all instructions given by the Authorised Officer/s. If directed, they must evacuate the building and go to the designated meeting point so all persons who were in the building can be accounted for.

21. Agreement

- 20.1 The agreement which is the subject of these Terms and Conditions is personal to the Hirer and the Hirer may not assign its rights or obligations under this agreement to any third party.
- 20.2 Nothing in this agreement is intended to confer any benefit on any person who is not a party to it under the Contracts (Rights of Third Parties) Act 1999.
- 20.3 If any provision of this agreement is found by any court or body of competent jurisdiction to be wholly or partly illegal, invalid, unenforceable or unreasonable, then it shall be deemed severable and the remaining provisions of the agreement shall continue in full force and effect.
- 20.4 The Hirer shall comply with all legal and statutory requirements applicable to the hire of the premises and shall indemnify the Council against all actions, claims, demands, proceedings, damages, costs and expenses whatsoever in respect of any breach by the hirer of such legal and statutory requirements.

22. Complaints

- 23.1 Any complaints in relation to the hire of the Premises by the Hirer must be made in writing to the Authorised Officer within two working days of the matter complained of. If the matter is not resolved, the complaint will be passed to the Director of Corporate Services in line with the Council's Complaints Procedure.

23. Flyposting

- 23.1 The hirer shall not place any fly-posters or display or affix any form of advertising or marketing literature in the streets or on any structure in the vicinity of the Premises; As Hirers may be liable to prosecution.

24. Filming and Photography

- 24.1 Filming or photography for commercial purposes shall be subject to issuing of a separate license by the Council's Film Office.
- 24.2 The permission of the Authorising Officer must be obtained at point of booking before photographs or video recordings are made or taken on the Premises.

25. Broadcasting

- 25.1 No material shall be broadcast or televised on the Premises without the prior written consent of the Authorising Officer in writing; such consent if given is the sole discretion of the council and may be subject to such terms and conditions as the Director of Environment thinks fit.

26. Noise/Nuisance



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- 26.1 The Hirer shall ensure that the Function remains within acceptable noise levels. The council accepts no responsibility or liability for the cancellation or closure of a Function due to unacceptable noise levels or nuisance.

27. Temporary External Structure

- 27.1 Use of any temporary external structures e.g. marquees, shall be agreed in advance with the Authorising Officer and certain structures may be subject to an inspection by a Building Control Officer.

28. Inflatables

- 28.1 Use of inflatable's e.g. bouncy castles, inside the premises is prohibited due to ceiling height restrictions. Permission can be obtained at point of booking to use such structures within the immediate grounds surrounding the Premises. In such instances of approval, the inflatable must be supplied by a professional company and must meet Health and Safety requirements for inflatables.

29. Cleaning and Security

- 29.1 The Hirer must ensure that at the end of the period of hire, the premises are clean and returned to their original condition, including doors and windows of the Premises being secure.
- 29.2 All waste as generated through the Function must be securely bagged and placed in the agreed location on the premises.

30. Performances

- 30.1 The hirer shall indemnify the Council from and against any claim for duty, tax, royalty or copyright fee payable in respect of any entertainment given during the hiring period and of an infringement of copyright which may occur during hire.
- 30.2 The Hirer has a responsibility to observe the rights of the Performing Rights Society Ltd and the Phonographic Performance Limited.
- 30.3 The performance of live or recorded music at any Function must cease thirty minutes before the end of the Function.
- 30.4 Showing videos and DVD films for public performances requires permission from the owner (Copyright, Designs and Patents Act 1988). It is the Hirers responsibility to ensure this permission has been obtained.

31. Parking

- 31.1 Where the prior agreement has been made to use the Civic Centre multi-storey car park, the Hirer acknowledges their responsibility to:
- a) Deploy an appropriate number of 'staff' to manage the access/egress of vehicles and use of this facility for the entire hire period;
 - b) Ensure that no misuse occurs during the period of use.
 - c) Leave the facility in a clean state.



31.2 The Council accepts no responsibility in respect of the parking of any vehicle, any loss or damage to the vehicle or its contents, or any fee incurred through parking contrary to restrictions.

31.3 The Hirer shall agree in advance with the Authorised Officer the arrangements for the deliveries and collections of equipment and supplies.

31.4 Hirers and authorised Agents using the Parking facilities respect the sensitivities of local residents and abstain from playing music loudly from their vehicles when parked in/on the facilities.

32. Drugs/ offensive weapons

32.1 Illegal substances, knives, guns and any other weapons must not be brought onto the Premises.

32.2 Failure to comply with Clause can result in:

- a) termination of the Function; and/or
- b) retention of the deposit paid by the Hirer to the Council as well as the hire charge.

