

TERMS AND CONDITIONS

1.	<p>Definitions:</p> <p>1.1 The Council - means Leicestershire County Council, County Hall, Glenfield, Leicester, LE3 8RA.</p> <p>1.2 The Hirer – means the person or organisation as set out on the Room Booking Form.</p> <p>1.3 The Premises – means the room as set out in clause 1 of the Room Booking Form.</p>
2.	The Hirer must comply with all terms and conditions as set out in this Room Hire Agreement and any other reasonable requirements imposed by the Council staff.
3.	The Hirer will ensure that the site on which the Premises are located is secure at all times and that access by any third party is prevented throughout the course of the Hire Period.
4.	This Room Hire Agreement is personal to the Hirer and can not be transferred.
5.	Bye Laws. The person in charge of the Premises shall have the power to refuse or deny the use of the Premises to any person who neglects or refuses to comply with the Bye Laws, or who, in the opinion of the person in charge of the Premises, is behaving in such a way as to be prejudicial to the service provided at the Premises or who is causing inconvenience to users in the Premises.
6.	If a member of Council's staff is provided with key(s) to the Premises, then it is the staff member's responsibility to keep them safe and secure, should they be lost or mislaid, the Hirer MUST notify the Council immediately. In the event of key(s) being lost, the Hirer will have to pay for changing of ALL relevant locks the key(s) accessed. All keys provided to the Hirer must be signed for.
7.	<p>Food and Drink</p> <p>a) The Hirer shall not and shall not allow food or drink to be consumed within the Premises without the prior agreement of the Premises Manager.</p> <p>b) The Hirer shall if preparing, serving or selling food observe all relevant food and hygiene legislation and regulations.</p> <p>c) If the Hirer wishes to use caterers on the Premises during the event the Hirer must ensure that the caterers comply all health and hygiene legislations</p>
8.	The Fee includes all payments in respect of the provision and undertaking by the Council at the premises of the accommodation, general rates, water rates, heating and lighting, repairs and maintenance to the main structure, internal and external decoration and adequate building insurance against the usual perils.
9.	The Hirer shall ensure that no animals (including birds) except guide dogs are brought onto the Premises other than with the written agreement of the Council.
10.	If the Hirer is authorised to use the additional accommodation, there will be no public right of entry to these areas and the inner door providing access into the rooms MUST remain locked when not in use. If the Hirer (Council employee only) is provided with a key(s) to any access door(s), these must remain in the possession of the Hirer, any access codes provided MUST NOT be passed to third parties and the Hirer is not permitted to copy the key under any circumstances. During any out of hours access, no public entry is permitted unless attending a pre-arranged supervised meeting and upon vacating the Premises, all doors/windows must be locked and alarms set.
11.	The Hirer shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer shall indemnify the Council against the consequences of the Hirer's failure to do so.
12.	It is the responsibility of the Hirer to ensure that their staff has been fully trained in the use of any equipment to be used during the letting and that at least one has an up to date first aid certificate. Any accident or injury must be recorded and the Hirer shall co-operate fully and assist the Premises manager in that connection.
13.	The Hirer must not use the Premises for any auction sale, trade, business or manufacture without the written agreement of the Council or for any illegal or immoral act or purpose and the Council reserve the right to cancel with immediate effect any hiring where such use is taking or is intended to take place without refund of the Hire Fee paid.
14.	The Hirer shall ensure that any electrical appliances brought onto the Premises and used there shall be in safe working order, be used in a safe manner and have been tested in accordance with current safety testing requirements.
15.	The Hirer shall not partake in any activity that may cause nuisance, damage, disturbance, annoyance, inconvenience or interference to the Premises or the users, owners or occupiers of the same or any adjoining property under the management of the Council. The Hirer shall ensure that nothing is done on or in relation to the Premises in contravention of the law relating to gaming, betting and lotteries.
16.	The Hirer shall use the Premises at its own risk and no liability shall attach to the Council in respect of loss of or damage to vehicles goods or property or injury (whether fatal or not) to persons in the Premises by the authority

	(express or implied) of the Hirer or in any way arising out of the condition or user of the Premises or otherwise howsoever. Car parking (where available) is served on a first come first served basis. Any vehicles parked on the Premises are parked entirely at the owners risk and no liability is accepted for such damage or theft to the vehicle or its contents.
17.	The Hirer shall indemnify and save harmless the Council from and against all action, claims and demands which may be brought or made against the Council either at common law or otherwise by reason of an accident or injury to any person or damage to or loss of property in or upon or adjacent to the said Premises, howsoever caused, arising out of the use of the said Premises by the Hirer or by reason of the condition or non-repair thereof or any defect therein, and from and against all damages, costs and expenses occasioned to the Council thereby or which the Hirer may incur or be required to pay or bear by reason or in consequence thereof.
18.	The Hirer shall be responsible for obtaining all necessary planning permissions, building bye-laws or other statutory consents necessary for the proposed use of the Premises including all obligations imposed by Act of Parliament Statutory Instrument or relevant Local or Public Authority and the appropriate Fire Authority copies of which shall be passed to the Council.
19.	<p>To adhere in full to the following regulations:-</p> <ol style="list-style-type: none"> No preparation may be applied to the floors. Intoxicants shall not be brought on to the Premises, unless specifically authorised by the Head of Property Services and Asset Management or authorised officer. No interference with any equipment, books or any other materials. Interference with heating systems shall not be allowed. The Premises shall be vacated immediately after the Hire Period has ended as stated in clause 3 of this Room Hire Agreement. <p>The Hirer shall ensure that the number of persons attending their hiring/function is reasonable having regard to the intended use and the type of persons likely to attend and in any event is within any maximum limits determined by the fire risk or health & safety assessment for the Premises;</p>
20.	The Hirer shall ensure that where a hiring involves regulated activity as described by the Safeguarding of Vulnerable Groups Act 2006 aimed predominantly at vulnerable adults and/or children, and/or the activity is positively supported by the Council for the attendance of vulnerable adults and/or children, they must have appropriate protection policies and procedures in place and that they themselves and those persons likely to have contact with vulnerable adults and/or children have been subject to enhanced Criminal Record Bureau checks. The Council reserve the right to require the Hirer to produce evidence that enhanced CRB checks have been carried out on all persons and to review protection policies and procedures and to impose any additional requirement they consider appropriate in connection with the Hiring. If for any reason the Council are not satisfied then they reserve the right to cancel any Hiring and there shall be no liability to the Hirer other than to refund any Hiring Fee.
21.	The Council may cancel any hiring if the Premises or any of the buildings are rendered unfit or become unavailable due to unforeseen circumstances or are required for use as a Polling Station for a Parliamentary or Local Government election or by-election and there shall be no liability to the Hirer other than to refund any of the Total Amount Due for the cancelled hiring.
22.	The Premises shall be vacated at the end of the Hire Period as specified in the Room Booking Form.
23.	The Premises shall not be hired to organisations which the County Council considers to have racist aims or incite to violence or if they are named on any central government list of banned organisations.
24.	If the Hirer shall fail to perform or observe any of the Hirer obligations and stipulations recorded here, then it shall be lawful for the Council at any time thereafter to re-enter upon the Premises and thereupon the Room Hire Agreement shall absolutely determine but without prejudice to the right of action of the Council in respect of any breach of any of the obligations and stipulations on the part of the Hirer herein contained.
25.	Upon termination of the Room Hire Agreement the Hirer shall leave the Premises in a clean and tidy condition including all of the Council's fixtures and fittings in good repair to the satisfaction of the Department of Community Services and remove all personal items and equipment from the Premises. In the event that the Premises are not left in a satisfactory condition or there is damage to any of the fixtures and fittings, the Council will then be entitled to charge the Hirer for the cost of any necessary work that may be required to put the Premises back into its original condition.
26.	The Room Hire Agreement is subject to continued performance by the Hirer of its obligations as set out in this Room Hire Agreement.
27.	The Hirer is to provide their own contents insurance for any personal belongings left on the Premises at any time. The Council does not accept liability for any loss or damage to the Hirer's personal belongings whilst on the Premises and are left entirely at the Hirer's risk.