

## Terms for the Hire of Public Halls

These are the Terms which will apply between the Borough Council of Calderdale of the Town Hall, Crossley Street, Halifax HX1 1UJ (in these terms referred to as “we”, “us” and “our”) and the hirer who has signed the Hire Form (in these terms referred to as “you” or “your”) and relate to the hiring out of rooms or facilities at any of our Public Halls. Where you have signed the Hire Form on behalf of an organisation, for the purposes of your Booking both you and your named organisation will be deemed to be the hirer.

The hiring of a Public Hall is personal to the hirer (or stated organisation) and you may not assign, sub-let or transfer any rights in relation to the hire of any Public Hall or your Booking to any other person.

These Terms and any other guidance we may issue to you are intended to help hirers of Public Halls to have smooth running events and to make you aware of the obligations we expect from you. Please read these Terms and any guidance carefully. Whilst we cannot cover every special condition and circumstance, you must ensure these Terms are followed by you, your organisation, your invitees and anyone providing any services for you whatsoever during your event.

If you have questions about your Booking, please contact **Halls Lettings** on **(01422 392601)**. For questions about the Public Hall you wish to hire, please contact one of the Centre Managers at the Public Hall.

In these Terms these definitions will apply:

the ‘**Public Hall**’ is the room or rooms or facilities that we have agreed you may hire;  
the ‘**Booking**’ is the period of time for which the Public Hall is hired to you for an event;  
the ‘**Hire Form**’ is the application to hire a Public Hall signed by the named hirer.

### 1. HOW TO MAKE A BOOKING

- 1.1 A provisional booking may be made over the telephone which will be held for 14 days. We reserve the right to release a provisional booking and re-let the Public Hall if the completed and signed Hire Form and Deposit is not returned and paid to us within the 14 day period.
- 1.2 A series of events at a single Public Hall may be booked on one Hire Form however a separate Hire Form must be completed for each Public Hall you wish to hire. The Hire Form will need to be completed and returned to us together with a cheque made payable to Calderdale Council for 50% of the total booking fee for the Public Hall (“**Deposit**”). Alternatively, you may telephone **Halls Lettings** to pay the Deposit using a debit or credit card, as instructed in the accompanying letter. Your Booking will not be confirmed by us until we have received your completed and signed Hire Form along with the Deposit.
- 1.3 You must fully and fairly represent the purpose for which the hire of a Public Hall is required. Any misrepresentation or serious inaccuracy may result in the cancellation of your Booking at any time by us and you will not receive a refund for any sums already paid.

- 1.4 The safety of visitors and users to our Public Halls is of utmost importance to us and only bookings which we deem are reasonable and appropriate to the Public Hall will be accepted by us.
- 1.5 Once we have confirmed your Booking, you are responsible for paying all sums due under these Terms (including any cancellation charges) and these Terms will be binding on you and if applicable, your organisation.
- 1.6 The return of your Hire Form confirms your commitment to hire the Public Hall and the accuracy of the information included in your Hire Form.
- 1.7 You must satisfy yourself that the Public Hall is suitable for your event, and that it meets all your legal responsibilities in connection with your event. You may only use the Public Hall for the purpose you have stated in your Hire Form.
- 1.8 We will only take instructions from the person named as hirer on the Hire Form, however where you are acting as an agent for an organisation, we reserve the right to request written confirmation from that organisation that you have the authority to make the Booking on its behalf.

## 2. COSTS AND PAYMENT

- 2.1 The charge for the hire of the Public Hall is stated on the Hall's 'Hire Charges' Document, unless a charge for additional services becomes payable after your Hire Form is returned to us. All fees and charges are revised each year and any change is made with effect from 1 April each year. Your Booking will remain subject to the scale and rates of charges applicable at the time we confirm your Booking.
- 2.2 Where VAT is chargeable, it will be paid at the prevalent rate at the date of your event.
- 2.3 Additional fees may be applied if you require special or additional equipment for your event. This may include lighting, staging, staffing etc. Equipment such as flipcharts, TV/DVD players, digital and overhead projectors are available for hire from us – please enquire by contacting the Centre Managers.
- 2.4 When the Hire Form has been received by us a confirmation letter will be sent to you with the details of the total cost of the Booking. You must pay one half of the total booking fee (Deposit) on receipt of this letter.
- 2.5 The balance of your total booking fee **MUST** be paid no later than 14 calendar days before the date of your event. Please note that we will not send a further reminder. If your Booking is made within one month of the proposed date of the event full payment of the total booking fee must be made at time of booking.
- 2.6 You may make your payments by cheque payable to Calderdale Council or alternatively over the telephone using a debit or credit card by contacting **Halls Lettings**. There is a 2.1% surcharge payable for payment made by credit card.
- 2.7 We can accept a single payment for a series of Bookings. Please ask when booking.

## 3. SETTING UP/CLEARANCE

- 3.1 As part of your total booking fee, we charge you a reduced rate for setting up and clearing away a room before and after your Booking. Unless you request additional clearance time, we will charge you for 30 minutes clearance time if your Booking finishes before 9pm, or for one hour clearance time if your booking finishes after 9pm. If we need to charge you for more than 30 minutes clearance time after your event, an invoice will be sent to you as soon as possible and you must pay this sum to us within 14 days of the date of the invoice. If you require additional clearance time this may be arranged at the time of booking. Setting up time is optional and may be arranged at the time of booking if needed.
- 3.2 Unless alternative arrangements are made in advance of your event, all items belonging to or used by you, your organisation or your invitees must be removed from the Public Hall at the end of the function. If any items remain at the Public Hall which are your responsibility to remove, we shall be entitled to remove such items from the Public Hall at your expense. Any costs associated with such removal will be charged to you.
- 3.3 We will manage the lighting and heating of the Public Hall and the layout of chairs and tables according to any plans which you have provided to us. Please provide us with plenty of notice of your layout plans.
- 3.4 You may have access to the Public Hall at the times we will notify to you. You may not alter the starting or finishing time of your event without our prior consent.

#### **4. CANCELLATION BY US**

- 4.1 We may cancel your Booking at any time with immediate effect due to any circumstances or events outside our reasonable control which prevent, delay or substantially affect our ability to fulfil our responsibilities under your Booking. This may include any breakdown of machinery, failure of energy supplier, leakage of water, fire, earthquake, severe adverse weather conditions, government restriction, industrial strike or lock-out or any other circumstance or event outside our reasonable control which may cause the Public Hall to become temporarily closed or for your event to be interrupted or cancelled.
- 4.2 If this happens, we may need to make amendments to your booking. We will try to offer an alternative choice of room(s), facilities or Public Hall(s) and will contact you as soon as possible to let you know if this happens.
- 4.3 If we cancel your Booking for any reason in 4.1 above we shall not be liable for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by you unless such cancellation is a result of our breaking these Terms and any loss or damage you suffer is foreseeable. If we are unable to offer an alternative choice of venue to you, we will refund any sums already paid by you for your Booking.
- 4.4 We may also cancel your Booking without liability if, in our opinion, any of the following situations occur (or any other situation which in our reasonable opinion justifies cancellation):
- (a) You have broken any of these Terms or any provisions of the Hire Form; or
  - (b) You have failed to make payments on time and remain in arrears 7 days after the due date for payment; or
  - (c) The holding of the event gives rise to a serious risk of damage to us or to our reputation;
  - (d) If the event is of a substantially different nature from that stated on the Hire Form;
  - (e) If any performance would be a breach of copyright, or if any performance or lecture is of an immoral or objectionable character; or
  - (f) If we do not think you have taken sufficient precautions to ensure public safety and/or to prevent damage from any cause.

- 4.5 If we cancel your Booking in any of the circumstances in 4.4, we will give you notice in writing of this and your Booking will end immediately. We will not refund any sums you have already paid for the Booking.

## **5. FOOD AND DRINK**

- 5.1 Each of the Public Halls has a bar service provided by a contractor under licence from us (“**Licensee**”). You must tell us if you require a bar service at the time of making your Booking and returning your Hire Form. We will then inform the Licensee and they will contact you to discuss your requirements.
- 5.2 To comply with our licensing obligations, you may not under any circumstances use the services of any other person for the provision of a bar service or bring your own alcohol and/or beverages of any description into the Public Halls or onto the premises of any of the Public Halls at any time or for any purpose.
- 5.3 The Licensee reserves the right at any time or for any reason to close down or withdraw the supply of all or any part of the bar service where it reasonably deems this necessary. We shall not be liable for any loss you may suffer as a result of this.
- 5.4 If you intend to use caterers for your event, you must instruct all caterers to clean all kitchen utensils and equipment they have used and to leave the Public Hall in a clean, tidy and hygienic state. You will remain responsible for the action or inaction of any caterers you use and if additional cleaning is deemed necessary by us after your event, you will be charged for the cost and we will invoice you accordingly. Any such additional cleaning costs must be paid to us within 7 days of the date of our invoice. The use by caterers of deep fat fryers or cooking equipment using naked flames e.g. woks, are not permitted.

## **6. THEATRICAL, STAGE SHOWS AND AUDIO VISUAL EQUIPMENT**

- 6.1 Some productions need a theatre licence and where this applies, you must provide evidence of this to us upon request, and in any event no later than 7 days before your Booking. You must also display or make such a licence available during your event. Showing cine films or DVDs needs specific permission. You must tell us on your booking Form if you intend to do this.
- 6.2 You must tell us at the time of making your Booking as many details as possible in respect of your audio visual requirements. We accept no responsibility or liability for any loss associated with audio visual requirements including any issues of compatibility within the Public Hall or any equipment at the Public Hall. If you are using your own audio visual equipment, these must conform to the Portable Appliance Testing (PAT) regulations and upon request, certificates must be provided to us before the date of your event.
- 6.3 It is your responsibility to provide working laptops and cables as no laptops or cables will be available on the day of your event.

## **7. COPYRIGHT**

- 7.1 Copyrighted work cannot be performed without the licenced consent of the owner of the work. It is your responsibility to ensure you have the appropriate licence to use the copyrighted work in place before your event. You, your organisation or someone contracted to you as part of your event (a DJ, for example) may already hold a licence from the Performing Rights Society Ltd (PRS) or Phonographic Performance Ltd (PPL). If you do not produce such a licence at

least 7 days before the event, we will add the actual cost of this to your total booking fee. This cost varies for different event types.

- 7.2 The Public Halls are licensed for public music, singing and dancing. You must comply with all the conditions attached to that licence and/or the stage play licence.

## **8. LOSS OR DAMAGE AND INSURANCE REQUIREMENTS**

- 8.1 You must take good care of the Public Hall including all contents, fittings or fixtures owned or used by us or any other third party which are stored or located at the Public Hall.
- 8.2 We shall not be liable for any damage occurring to any item that you, your organisation or your invitees bring into the Public Hall or which is left with any Public Hall staff on duty. Nor shall we be responsible for the removal or subsequent storage of such items.
- 8.3 We do not carry third party insurance to cover your event. You must obtain appropriate public liability insurance cover for your event and such cover must fully insure you against all losses and liabilities in respect of damage, loss or personal injury (including death) to property or persons arising from or in consequence of your event, Your insurance should also cover us against any loss or damage we may suffer arising from any failure on your part (or your organisation, invitees or person carrying out services for you as part of your event) to comply with these Terms. We may ask you to provide evidence of your insurance cover.
- 8.4 We reserve the right to refuse to accept your Booking or we may cancel your Booking if you have not provided sufficient evidence of your insurance cover if requested, or if we reasonably deem that the insurance cover you have obtained is not sufficient to cover your liability under these Terms. If this happens, you will not be entitled to a refund of any sums already paid to us.

## **9. YOUR LIABILITY**

- 9.1 Subject to clause 10.2, you will be responsible for and will indemnify us against any liabilities, claims, proceedings and expenses in respect of personal injury, loss or damage (including death) to any person or property in connection with your use of the Public Hall or use by any other persons attending or working in the Public Hall on your behalf.

## **10. OUR LIABILITY**

- 10.1 We carry third party insurance in respect of claims arising due to our own negligence. Subject to clause 10.2, we shall not be liable for:
- (a) the death of, or injury to you (or the named hirer) or your employees, customers or invitees to the Public Hall; or
  - (b) damage to any of your property or that of the named organisation, your employees or invitees to the Public Hall; or
  - (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by you (or the named organisation) or your employees or other invitees to the Public Hall in connection with your Booking; or
  - (d) any loss of profit, revenue or business or any consequential loss or damage in each case, howsoever caused, even if foreseeable.
- 10.2 Nothing in these Terms shall limit or exclude our liability for:

- (a) death or personal injury or damage to property caused by negligence on our part or our employees or agents; or
- (b) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

10.3 We do not give any conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever of the Public Hall or any equipment or service required for your event except as specifically stated in these Terms.

10.4 These Terms set out the full extent of the obligations and liabilities of both you and us.

## **11. SUPERVISION, HEALTH & SAFETY ETC.**

11.1 During the booking, you are responsible for supervising your event. This includes:

- (a) The effective control of children, the safety of people entering and leaving the Public Hall and the orderly and safe clearance of the Public Hall in the case of an emergency.
- (b) The safety of the interior and exterior of the Public Hall and the preservation of good order and decency.
- (c) Making sure that all exit doors and evacuation routes are kept unfastened and unobstructed and all corridors to exits are clear during the booking. Although emergency signs are displayed throughout the Public Hall, you must ensure that all persons attending your event are made aware of emergency procedures at the start of your event.
- (d) Provision of adequate first aid arrangements during your event.
- (e) We do not provide security for your event. You must ensure you have taken steps to ensure your event is covered appropriately.

11.2 Anyone employed or engaged by you in connection with your Booking must comply with any reasonable requests made by us or our staff (including any Licensee). We may also ask you to comply with any relevant licensing, health and safety and statutory requirements.

11.3 For some events, you may be required to provide and pay for extra attendants or stewards, under our control. Attendants or stewards are permitted to remove any person acting in a disorderly manner or disobeying an instruction of our member of staff on duty.

11.4 **It is your responsibility** to provide cloakroom attendants if you require them. Use of a cloakroom by you or your invitees is strictly on a 'at your own risk' basis and we accept no liability for any loss or damage caused by any such use. You are responsible for making your invitees aware of this when using the cloakroom.

11.5 It is your responsibility to ensure that any accident or dangerous occurrence is reported to the Centre Manager immediately if possible or in any event within 24 hours.

## **12. OTHER RESTRICTIONS ON YOUR USE OF THE PUBLIC HALL**

12.1 You may not put up any form of decoration or fix anything to any part of the building, inside or outside, without our prior permission. This includes flags, banners and advertising.

12.2 No dangerous, flammable, unseemly or offensive articles (including explosives, fireworks, flares, naked flames or any type of pyrotechnics) may be used or brought into the Public Hall.

12.3 No portable electrical or gas appliances are to be used without our prior permission. All appliances used must conform to the PAT regulations and we may ask you to provide certificates to us before the date of your Booking.

- 12.4 Where you intend to engage in the sale of goods, services or digital content during your event, you will ensure that you comply at all times during your event with all applicable statutory requirements including but not limited to the requirements set out in the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Electronic Commerce Regulations 2002, the Provision of Services Regulations 2009, the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015, the Company, Limited Liability Partnership and Business (Names and Trading Disclosures) Regulations 2015, the Price Marking Order 2004 and any other relevant legislation and as amended or superseded from time to time. In any event, your full name (company name and registered number if applicable) and registered or trading address must be prominently displayed inside the Public Hall on a poster no less than 20" x 30" during your event. We reserve the right to restrict public access to your event if the above requirements are not met.
- 12.5 Except for Assistance dogs, no animals are permitted in the Public Hall without our prior permission.
- 12.6 You must keep our equipment at the Public Hall at all times and shall not move or attempt to move any part of our equipment to any other location.
- 12.7 You must not under any circumstances make any alterations to the structure, internal layout, fixtures, fittings, decorations or furnishings of the Public Hall.
- 12.8 Smoking is not permitted in any part of the Public Hall.
- 12.9 Press, television or radio coverage of your event at the Public Hall is not permitted without our prior permission.
- 12.10 You must not permit any unlawful activities in the Public Hall during your event including activities of illegal betting, gambling, underage drinking or the supply or consumption of illegal substances.
- 12.11 You must not say or do anything which may damage or is likely to damage our reputation.
- 12.12 Music is permitted at the Public Hall if approved by us and the noise levels during your event must not exceed an appropriate and reasonable level or as determined by us.

### **13. FLYPOSTING**

- 13.1 Flyposting is an offence and is not permitted in connection with your Booking. Penalties are payable by you on conviction and any promoter of your event may be liable to prosecution.

### **14. CANCELLATION BY YOU**

- 14.1 In the unfortunate event that you need to cancel your confirmed Booking (after your Hire Form has been received and confirmed by us), you will need to tell us in writing by sending an email to [halls@calderdale.gov.uk](mailto:halls@calderdale.gov.uk) or by writing to us at Halls Lettings, Business Support Office, Central Library, Northgate, Halifax HX1 1UN.
- 14.2 We will contact you to confirm we have received your written cancellation, and the cancellation date will be the date that we contact you.

- 14.3 If your cancellation date is 4 weeks or more before the date of your event, then we will use our discretion to determine whether a refund of part of the total hire charges you have paid at the cancellation date will be offered to you.
- 14.4 Any refund offered by us pursuant to 14.3 will not exceed 50% of the total hire charges payable for your Booking.
- 14.5 If your cancellation date is less than 4 weeks before the date of your event, you must still pay 100% of the total amount of the hire charges for your Booking.
- 14.6 Regardless of when a cancellation is made, any Deposit(s) paid by you will not be refunded.
- 14.7 If you need to postpone your Booking, please contact the Centre Manager to discuss.

## **15. BREACH OF THESE TERMS**

- 15.1 You must fully and carefully read and comply with these Terms and any further guidance that we may provide to you. You must take all reasonable action to ensure that anyone attending your event or using the Public Hall in connection with your Booking also complies with these Terms.
- 15.2 We have the right to cancel your Booking and/or any future bookings made by you without any liability if we deem there to be any serious non-compliance with these Terms.

## **16. THE END OF THE BOOKING**

- 16.1 At the end of your booking, you must leave the Public Hall in a clean and tidy condition. No more than 6 standard sized black bin bags may be left to be cleared away by us.
- 16.2 All personal effects and/or equipment brought into the Public Hall by you or your invitees and any additional rubbish from your event must be cleared away on the same day unless alternative arrangements are made with the Centre Manager prior to the event.
- 16.3 We accept no responsibility or liability (whether in negligence or otherwise) for loss or damage to any property belonging to you or your invitees which is left within the Public Hall after the Booking.

## **17. COMMENTS, COMPLAINTS AND OUR CONTACT DETAILS**

- 17.1 We strive to improve the quality of the service we provide. To help us do this, you will be sent or given a customer satisfaction form to complete following your Booking. Please return the form to the Business Support Office, Central Library, Northgate, Halifax HX1 1UN.
- 17.2 If you have any concerns or complaint about any aspect of the Public Hall please request a complaint form at the Public Hall or from the Centre Manager on 01422 392601 or by email at [halls@calderdale.gov.uk](mailto:halls@calderdale.gov.uk) as soon as possible and we will do our utmost to help. If your concern or complaint arises out of your event or these Terms, you must notify us in writing by email at [halls@calderdale.gov.uk](mailto:halls@calderdale.gov.uk) or by writing to us at Business Support Office, Central Library, Northgate, Halifax HX1 1UN within 7 days after your event or when the concern or complaint arose.

## **18. HOW WE MAY USE YOUR PERSONAL INFORMATION**



- 18.1 We will ensure that any personal information provided by you will be treated in accordance with the provisions of the Data Protection Act 1998 and in accordance with this clause 18.
- 18.2 We are a data controller of the personal information you have provided on your Hire Form and we are registered with the Information Commissioner's Office for the purposes of processing your personal information in relation to your Booking.
- 18.3 We will use the personal information you provide to us to:
- (a) send to you information about your Booking and payment of the hire charge(s); or
  - (b) pass to our Licensee if you have requested a bar service;
- 18.4 We will only give your personal information to other third parties where the law either requires or allow us to do so.

## **19. OTHER IMPORTANT TERMS**

- 19.1 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 19.2 If we do not insist immediately that you do anything you are required to do under these Terms or if we delay in taking steps against you in respect of you breaking these Terms, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date.
- 19.3 These Terms are governed by English law.