

TERMS & CONDITIONS
OF HIRE

**THE STANHOPE HALL
HORNCASTLE**

Booking Agent:

Rose Williams

(On behalf of the Stanhope Hall Committee)

The Stanhope Hall

Boston Road

Horncastle

LN9 6NF

1. Definitions:

- 1.1 'Booking' means all applications for the hire of the Venue which have been accepted by the Booking Agents and which are subject to Terms & Conditions.
- 1.2 'Booking Agent' means Robert Bell & Company.
- 1.3 'Event' means the purpose for which the Venue has been booked.
- 1.4 'Hirer' means the individual, the company or the representative of the organisation Booking the Event who pays any fees due under clause 2 below.
- 1.5 'The Stanhope Hall Company' means the Company registered at Companies House under number 06936814.
- 1.6 'Terms & Conditions' means these Terms & Conditions of hire which shall form part of the contract between The Stanhope Hall Company and the Hirer.
- 1.7 'Venue' means the Stanhope Hall including the immediate surrounding area open to the public.

2. Payment

- 2.1 Payment of all fees and charges must be made no later than 7 days prior to the Event taking place.
- 2.2 Payments may be made to the Booking Agents Horncastle office by the following: Cash, cheque, postal order or BACS. The Booking Agents are not responsible for non-arrival of payments, it is the Hirers responsibility to ensure payment has been made. **Please make cheques payable to The Stanhope Hall, Clubs and Societies.**

3. Deposit

- 3.1 A 20% non-returnable deposit (minimum £15) becomes payable on return of the signed Booking forms to the Booking Agents. Until such payment is made, applications for hire are not confirmed and may be subject to alteration by the Booking Agents.
- 3.2 A £200.00 Damage Deposit is payable upon return of the signed Booking Forms. The Damage Deposit is returnable within 5 working days of the end of the Event subject to the Venue being free from any damage caused by the Hirer.
- 3.3 In the situation where damage has occurred during the Event the Damage Deposit shall be used to repair the Venue. Any part of the Damage Deposit leftover after the repair work has been paid for shall be return to the Hirer.

4. Refusal of Applications for Hire and Cancellations

- 4.1 The Stanhope Hall Company reserve the right to refuse any application for the hiring of the Venue without being required to give any reason for such refusal.

- 4.2 The Stanhope Hall Company will not accept applications for hire of the Venue from any person(s) under the age of 21.
- 4.3 The Stanhope Hall Company reserves the right to withdraw permission to use the Venue and will repay any deposits paid on cancelling a hiring. However, The Stanhope Hall Company shall be under no liability for expenses incurred or loss sustained by the Hirer as a result of the cancellation.
- 4.4 Hirers who do not take up their commitment for any reason or fail to notify the Booking Agents of the Venue in writing of a cancellation, shall forfeit any hire charge paid and shall be liable to The Stanhope Hall Company for the whole of the hire charge due.
- 4.5 Substitutions and amendments to the nature of the Booking must be notified in writing to the Booking Agents, who reserve the right either to cancel the Booking or amend the hire fee in accordance with the agreed hire charges.
- 4.6 The Booking Agents accept no responsibility for the non-arrival of application forms, remittances or cancellations.
- 4.7 If the Hirer wishes to change the date of their Event they must notify the Booking Agent in writing. The Stanhope Hall Company will consider the request so long as the new date does not conflict with another Event. If the new date does conflict the deposit shall be returned to the Hirer and the Booking cancelled.

5. Emergencies

- 5.1 The Stanhope Hall Company shall have the right to cancel any Booking should the Venue be affected by or required for an emergency of any kind. The Stanhope Hall Company will refund any fees and charges paid.

6. Use of the Venue

- 6.1 The Hirer must ensure the whole Venue is left in a clean and tidy state, including the kitchen if used, in which all floors, work surfaces, ovens, refrigerators and sinks must be adequately cleaned. All litter and refuse generated by the Event shall be removed and legally disposed of from the Venue by the Hirer.
- 6.2 The Hirer must at all times take good care of the Venue and will be liable for any damage to the Venue or any part of it or any equipment or other property of The Stanhope Hall Company whether forming part of the hire or not.
- 6.3 The property of the Hirer and the Hirer's agents must be removed at the end of the period of hire. The Stanhope Hall Company accepts no responsibility for any property left on the Venue before, during or after the hire period.
- 6.4 If the Hirer fails to perform any of its obligations set out above, The Stanhope Hall Company reserves the right to perform any such obligations and any costs incurred by The Stanhope Hall Company in the performance of such obligations shall be borne by the Hirer.

- 6.5 The Hirer is responsible for the provision of Registered Door Supervisors, trained to the Security Industry Authority (SIA) standards, at any Event that it is reasonably expected would require entry supervision.
- 6.7 Names and details of proposed door supervisors must be supplied to the Booking Agents no later than one week prior to the Event.
- 6.8 The Hirer is responsible for the safe administration, organisation and running of the Event and for having sufficient stewards and officials to fulfil these conditions.
- 6.9 The Hirer is responsible for the supervision and control of Event participants, officials, visitors and spectators and that all legislation in that regard is complied with.
- 6.10 The Hirer must ensure that any portable or transportable electrical equipment and systems being used at the Event have been tested in accordance with the Electricity at Work Regulations 1989. Test certificates and/or labelled equipment should be available for inspection during visits by representatives of The Stanhope Hall Company.
- 6.11 The Hirer shall not be permitted to remove or obscure any notices or placards displayed on the Venue without the prior written consent of The Stanhope Hall Company.
- 6.12 No flags, decorations or other articles shall be fixed to the walls, floors or ceilings of the Venue without the prior consent of The Stanhope Hall Company.
- 6.13 The Hirer shall ensure that any unwanted liquids are removed from the Venue and not disposed of into the sewage system or on the Venue.
- 6.14 The Hirer shall ensure that no noise nuisance shall be caused to occupiers of properties surrounding the Venue or users of the immediate surrounding area of the Venue **especially when people are leaving the Event.**
- 6.15 The sale or consumption of alcoholic drinks is strictly prohibited unless the bar facility has been hired at the time of Booking, or prior agreement has been sought through the Booking Agents and declared on the Booking form.
- 6.16 Real or artificial smoke shall not be produced on the premises without prior testing, and approval by the Stanhope Hall.
- 6.17 The Hirer shall not bring into the Venue any article of an inflammable or explosive character or that produces an offensive smell.
- 6.18 The Hirer shall obtain approval from The Stanhope Hall Company for the use of generators at an Event. If such approval shall be granted the Hirer must ensure that any generators permitted at the Event are operated in a safe manner and are segregated from the public or are protected by suitable covers or barrier, so as to prevent access by member of the public.
- 6.19 The Hirer shall not bring, place or erect any sign furniture, fitting or structure nor place or fix any additional or decorative lighting in or on any part of the Venue without the prior written consent of The Stanhope Hall Company.

- 6.20 The use of any public address system at the Event must first be agreed in writing by The Stanhope Hall Company and must be operated so as not to cause a noise nuisance in breach of clause 6.14.
- 6.21 The Hirer shall repay to The Stanhope Hall Company on demand the cost of reinstating, repairing, replacing or cleansing any part of or property in the Venue if damaged, destroyed, stolen or removed prior to, during, or subsequent to the period or hire if related to or by reason of the hiring. The Stanhope Hall Company's valuation of any damage/loss is final.

7. Right of entry

- 7.1 Company members and representatives of the Booking Agents shall be permitted entry to the Venue at all times during the period of hire.
- 7.2 Admission to public dances and concerts is to be by TICKET only, purchased at the door or prior to the Event.
- 7.3 The Stanhope Hall Company reserves the right to refuse admission to or evict any person from the Venue without being required to give any reason.
- 7.4 The Stanhope Hall Company reserves the right to fix a maximum limit for the number of persons attending the Event.
- 7.5 The Stanhope Hall Company reserves the right to close down any Event that does not comply with these Terms & Conditions.

8. Assignment

- 8.1 The Booking shall be personal to the Hirer and the right to use the Venue shall not be sub-let, assigned or otherwise transferred; the Hirer shall not assign the benefit or burden of any part of the Agreement, or sub-let or sub-contract any part of the facility without the prior written consent of The Stanhope Hall Company.

9. Broadcasting and Television

- 9.1 The Hirer may not carry out or allow or permit to be carried out any photography, filming, video recording, taping, television or radio broadcasts or any other recording of any kind at the Event which is intended to be distributed or made available for public attention for commercial use, without prior consent of The Stanhope Hall Company. If such consent is given, The Stanhope Hall Company reserves the right to be a party to any negotiations and the Terms & Conditions of any agreements reached and to share any income and publicity derived therefrom.

10. Advertisements

- 10.1 No advertising material may be issued nor tickets sold until such time as a Booking has been confirmed and any deposits due paid.

11. Fly Posting

- 11.1 No advertising material is to be displayed anywhere on the Venue without the prior consent of The Stanhope Hall Company, or elsewhere in the town unless it conforms with the current Town and Country Planning (Control of Advertisement) Regulations.

12. Permits and Licences

- 12.1 The Hirer shall ensure that any licence, permit or other consent which may be required is obtained, whether from East Lindsey District Council or other public body, before the Event may take place and shall, where requested, produce to the Booking Agent on demand copies of such licence, permit or consent. If any such licence, permit or consent has not been obtained, the Booking Agent reserves the right to cancel the Booking forthwith.
- 12.2 When promoting the Event, the Hirer will be responsible for exhibiting all necessary permits during the Event.
- 12.3 Nothing shall be done by the Hirer that shall or may contravene the Terms & Conditions of any licence (e.g. Premises Licence), permit and/or licences or consent issued in respect of the Venue.
- 12.4 The Stanhope Hall Company hold the licence of the Performance Rights Society Ltd to perform or permit to be performed at the Venue any and every musical work for the time being in the repertoire of the Society and of the Foreign Societies for the time being affiliated thereto.

13. Health and Safety

- 13.1 Work or other activities carried out at the Venue before, during or after an Event must be undertaken by participants/contractors (including artistes) in accordance with the requirements of all safety legislation.
- 13.2 The Hirer shall familiarise themselves with the locations of emergency exits prior to the Event.
- 13.3 The Hirer shall keep all passages, staircases and emergency exits within the Venue, including the entire foyer area, free from any obstruction.
- 13.4 Emergency equipment, e.g. fire extinguishers, must be fully accessible at all times and only used for the purpose intended. The costs incurred to replace damaged, lost or stolen emergency equipment will be charged to the Hirer.
- 13.5 All emergency lighting shall remain functioning during the hire period.
- 13.6 All automatic door closures shall be connected at all times during the hire period.

14. Indemnity and Insurance

- 14.1 The Hirer is responsible for all safety aspects of the Venue prior to, during or following the Event and must accept liability for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s) sustained by any person(s) in the Venue.
- 14.2 The Hirer agrees to indemnify The Stanhope Hall Company against all claims, actions, demands, proceedings, cost or awards in respect of any loss, damage, injury or death to persons or property at the Event or engaged by or assisting the Hirer.
- 14.3 The Hirer agrees to take out Public Liability Insurance Cover or Third Party Risks (including products liability where appropriate) where necessary, for a minimum of £2 million (two million pounds) and produce evidence of such insurance prior to the Event.
- 14.4 The Hirer will be required to produce evidence of the existence of Public Liability Insurance at such level as required by The Stanhope Hall Company in respect of any exhibitor, ground entertainer, sub-contractor, caterer which the Hirer has instructed or authorised to appear at the Event.
- 14.5 Failure to provide proof of insurance cover as required prior to the Event will lead to its cancellation.
- 14.6 The Hirer agrees to indemnify The Stanhope Hall Company against all claims, actions, demands, proceeds, cost or awards that arise due to the Hirer breaching any of the Terms & Conditions of hiring the Venue.

15. Catering

- 15.1 All caterers at the Event must comply fully with the requirements of the Food Safety Act 1990 and the Food Safety General Food Hygiene Regulations 1995 and any amendments thereto and comply with the instructions given by the Environmental Health Officer.

16. Collections or Lotteries

- 16.1 No collections, games of chance, sweep stakes, lotteries or betting of any kind may be conducted at the Venue without the relevant licences being issued and without the prior written consent of The Stanhope Hall Company.
- 16.2 If the Hirer would like to use the Venue for an Event which is designed to benefit a charity or the local community it is the responsibility of the Hirer to notify the Stanhope Hall Company so that written consent can be granted.

17. Property Not Removed

- 17.1 The Stanhope Hall Company may remove and store any property left by the Hirer in or upon the Venue after the period of hire. The Hirer shall repay The Stanhope Hall Company on demand the costs of such removal and storage.

17.2 The Stanhope Hall Company shall not be held responsible for any damage to or theft of property during its removal or storage. The Stanhope Hall Company is entitled to remove and sell in such a manner as they think fit any property left at the Venue as a result of the hiring not claimed within 28 days. The proceeds of sale shall go to The Stanhope Hall Company.

18. Variations to Agreement

18.1 The Stanhope Hall Company reserves the right to vary the Terms & Conditions at any time. Any variations so made shall be deemed to be incorporated in these Conditions.

PROCEDURE FOR HIRING THE STANHOPE HALL

Booking Agent: Rose Williams
(on behalf of the Stanhope Hall Committee)
The Stanhope Hall, Boston Road, Horncastle LN9 6NF

(Cheques made payable to The Stanhope Hall, Clubs and Societies)

- **You should have:**

- Booking Form
- Fire Plan
- Electricity at Work Regulations
(required for hirings using electrical equipment)
- Licencing Compliance Form
(required for Events supplying alcohol)
- Terms & Conditions of Hire

} Complete & sign the relevant sections for your Booking. Return to the Booking Agent

Read and keep

- **The agent** will complete the payment section of the Booking form and if necessary return it to you for payment of the deposit. *For payment methods see Clause 2. of the Terms & Conditions.*
- Return the Booking form along with your deposit.
- Copies of your completed forms will be returned to you for your information, as confirmation of your Booking, and as receipt of your deposit. A statement for the balance owing will be enclosed or follow.
- Payment of the outstanding balance can be made at any time but must be paid no later than 7 days prior to the Event taking place.
- If an Event requires Public Liability Insurance, the Hirer is responsible for organising this and must make a copy of the certificate available to the Booking Agents prior to the Event.
- If you prefer to make full payment on Booking, please notify the Booking Agents.

PLEASE NOTE:

Your Booking will only be confirmed on payment of the deposit, and until such any provisional Bookings may be subject to alteration