

Newmillerdam Boathouse CONDITIONS OF ROOM HIRE

- 1 All applications must be submitted in writing to Wakefield Council's Street Scene Countryside Section on its official booking form. Street Scene Countryside reserves the right to refuse to grant, or defer consideration of, any application without giving any reason for doing so.
- 2 Applications will not be considered from persons under 18 years of age or if made otherwise than on an official booking form
- 3 If the application is accepted the person signing the form of application shall be deemed to be the hirer.
- 4 The charges for hiring are those current at the time the function is held. Street Scene Countryside reserves the right to vary the cost of hiring from time to time.
- 5 Street Scene Countryside shall be entitled to cancel the hiring if any condition is not observed.
- 6 Preparation time for the setting up of equipment must be included in the requested letting period.
- 7 Street Scene Countryside may request the presence of such Police Officers and other persons as they may consider necessary to keep order at the function, and the hirer shall forthwith on demand pay to the Council the expense so incurred.
- 8 Street Scene Countryside shall have the sole right to arrange the broadcasting or televising of any function in the Centre and it may retain the whole of any payment made for such broadcasting and televising.
- 9 **THE HIRER SHALL NOT**
 - a) Make any public announcement of any function until the application for use of the Boathouse has been granted by notice in writing;
 - b) Permit the wearing of shoes with stiletto heels;
 - c) Sub-let or sub-hire the Boathouse or any part thereof without the written permission of Street Scene Countryside;
 - d) Interfere with any fixture or fitting or drive or affix any nail, screw, tack or other fitting into or on to any floor, wall, window, woodwork or other part of the accommodation or into furniture, fittings or appliances;
 - e) Conduct a licensed bar or bring intoxicating liquor onto the premises without the specific approval of Street Scene Countryside;

- f) Use or cause or permit to be used any part of the accommodation for any purpose contrary to the Betting, Gaming and Lotteries act 1963/ 1964, the Gaming Act 1968 or any statutory modification or re-enactment thereof;
- g) Bring onto the premises any article or appliance which Street Scene Countryside considers dangerous or offensive;

10 THE HIRER SHALL

- a) State clearly and fully on the booking form the precise purpose(s) for which hire of the Boathouse is required, and should, if required furnish Street Scene Countryside with a copy of the Programme or such other particulars as they may call for before the start of the function. Street Scene Countryside will inform the hirer if any details of such are not approved.
- b) Pay all charges to Wakefield Metropolitan District Council. Cheques, money orders and Postal Orders should be made payable to WMDC.
- c) On demand pay to WMDC the cost of making good any damage caused to the Boathouse arising from, or in connection with the letting, and any damages to or loss or theft of any furniture, crockery, cutlery and other goods or chattels of the Council so caused or arising;
- d) Be responsible for the maintenance of good order during the functions and ensure that no person shall enter or trespass on those parts of the premises not hired by the hirer. Upon instruction of Street Scene Countryside, the hirer shall remove or cause to be removed any person from the Boathouse;
- e) Be liable for the payment of any taxes or royalties chargeable or payable in respect of a function including any license from the Performing Rights Society or Phonographic Performances Ltd;
- f) Strictly observe and perform all relevant and statutory provisions, regulations and requirements and the provisions of any licence.
- g) Shall indemnify and keep indemnified WMDC in respect of any loss of or damage to property including WMDC's property or injury to any person arising directly or indirectly out of the hire of the premises, unless such loss damage or injury is caused by the negligence of the Council its servants or agents. The hirer is strongly advised to effect insurance in respect of the liabilities imposed by the above Regulation.

11 The Council may cancel any hiring in the event of the Council itself requiring the use, for any purpose in any emergency, of the accommodation on the date upon which it has been let to the hirer by giving the hirer such notice of cancellation as the Council in all circumstances considers reasonable.

12 If the function has commenced and it appears to a member of Street Scene Countryside that the purposes for which the accommodation is being used is not the purpose approved by Street Scene Countryside or in her/his opinion is undesirable she/he may prohibit the continuance of the function which shall therefore cease and the whole of the charges paid by the hirer shall be forfeited to WMDC.

13 Wakefield Council's Street Scene Countryside shall not be responsible for any loss or damage caused to or suffered by the hirer on account of any failure of lighting, heating or other equipment of the accommodation and no compensation will be paid by it in respect thereof;

- 14 Cancellation**
Any booking cancelled by the hirer two weeks or less before the date of the hiring, the whole of the appropriate charge will be forfeit.
- 15** In the event of the Council Insurers requiring it to pay an additional premium for fire insurance because of special reasons created by or in connection with the function the hirer shall, in addition to charges otherwise payable by her/him, pay to the Council before the commencement of the function a sum equal to the amount of the said additional premium.
- 16** Street Scene Countryside reserve to such persons as it may from time to time authorise the right of free and unimpeded entry at all times to the accommodation and instructions must be given accordingly.
- 17** Street Scene Countryside shall not be responsible for any loss or damage suffered by the hirer in the event of the accommodation not being available by reason of accident, war, civil commotion, strike, lockout or any other cause. Street Scene Countryside, without admitting any legal obligation to so do, may in their absolute discretion return the whole or part of the charges so paid to the hirer. The decision of Street Scene Countryside shall be final and binding on the hirer.
- 18** Hirers are reminded that the hiring fee does not include insurance cover for any property brought into the premises and hirers are advised that it is their own responsibility, to arrange appropriate insurance to cover any loss or damage to such property whilst on the particular premises. It is emphasised that Street Scene Countryside does not accept any responsibility whatsoever for such property.

17th October 2011