



Conditions of letting

1.0 Definitions

In these conditions: -

- 1.1 'The council' means Salford City Council.
- 1.2 'Function' means the purpose or event for which the accommodation is hired as specified in the council's confirmation letter under condition 2.0.
- 1.3 'Accommodation' means the whole or part of the all or premises hired.
- 1.4 'The hirer' means the person by whom the accommodation is hired.
- 1.5 'Hiring' means the hiring of the accommodation in accordance with these conditions.
- 1.6 'Manager' means the council's operations manager.
- 1.7 'Catering manager' means Venue in Salford's on-site senior representative.
- 1.8 'Hire charges' means the charges due in accordance with the scale of hire charges.
- 1.9 'Catering costs' means the total charge for catering calculated by multiplying the agreed price per person by the estimated number to be catered for. If these are not established should the function be cancelled within three months prior to the date of the function then the management will make a calculation based on average charges of a similar function.

2.0 Bookings

- 2.1 Provisional bookings can be held free of charge for a period of 14 days. After this time the council reserves the right to release the booking without notification. A verbal confirmation will not stand as a booking. Hiring is provisional until confirmed in writing to the hirer by the manager or nominee.
- 2.2 All booking forms must be submitted to the manager at Buile Hill Park Hall, in writing on the council's booking form signed by the hirer. The hirer shall state the precise purpose of the booking for which the accommodation is required. The council reserves the right to refuse any application without stating its reason.
- 2.3 The hirer, who shall be at least 18 years old, shall be responsible for paying the hire charges and for ensuring that these conditions are duly observed. The hirer of the function shall make no public announcement until such confirmation is given.
- 2.4 The hirer must agree with the catering manager any catering and liquor arrangements, together with provisional numbers and costs for those arrangements at least six weeks before the date for which the accommodation has been booked.

3.0 Sub letting

The hirer shall not sub-let the accommodation or any part thereof.

4.0 Restriction of use

- 4.1 The accommodation hired shall not be used for any purpose other than the function stated on your booking form.
- 4.2 We are unable to accept bookings for 18th Birthday Parties.
- 4.3 We require that bookings made on any Saturday from April to September must cater for both wedding breakfast and evening buffet. This also applies to any Sunday prior to a bank holiday.

5.0 Charges

- 5.1 The hirer shall enclose a non-returnable and non-transferable deposit with the application form. The deposit shall be deemed to be £100 for the accommodation required for each 24 hour period of hire from 5.00am on the first day of hire to 5.00am on the second day of hire.

- 5.2 An additional non-returnable £400 deposit is required for Saturday functions and also for any 'all day' wedding reception and is to be paid 12 months prior to the function (bringing the total deposit to £500). If the booking is less than 12 months before the function, £100 secures the booking but the additional £400 is to be paid within 28 days of receipt of the initial £100 deposit. Should the additional £400 deposit not be paid by the date stated in writing to the hirer then the council reserves the right to cancel the function. The £400 shall only be returned if the application is refused, or if the council cancel the hiring under condition 7.0.
- 5.3 The balance of the hire charge together with 100% of the anticipated catering charges shall be paid by the hirer, no later than the date specified in the confirmation letter. Alternatively, if no date is specified, 28 days before the date of the function. It is acceptable for payments to be made in instalments up to 28 days before the date of function. Please note any payments made within the 28 days before the date of the function must be paid in **cash, credit or debit card** to our office at Buile Hill Park Hall. The council may refuse access to the accommodation if payment is not made.
- 5.4 Please refer to condition 12.0 for deposits for self-catered functions.
- 5.5 The hirer shall be aware that for events taking place on Christmas eve and New Year's Eve, all prices published in our brochures are subject to a 50% surcharge (this excludes cash bar sales). In addition, a non-returnable deposit of £500 is required for both of these dates.
- 5.6 Management reserves the right to ask for a £500 Bond to be paid prior to the date of the function and this will be returned as soon as possible when the management is satisfied that no further costs have been incurred. Additional costs will apply:
- if the room has not been vacated 30 minutes after the agreed end time of the function, additional room hire will then be applied at an hourly rate as shown on the current tariffs and this will be deducted from the Bond.
 - if any damage is caused to the fixtures and fittings of the building the cost of replacement or repair will be deducted from the Bond.

6.0 Review of charges

Our charges are reviewed annually and any changes will come into effect from 1st April each year.

7.0 Cancellation

All cancellations made either by the council or by the hirer must be put in writing.

7.1 **By the council** - the council may, by notice to the hirer, cancel the hiring if any of the following events shall occur namely:-

- (i) In the event of the accommodation being closed, in consequence of any calamity, royal demise, epidemic, fire, act of God, war or its consequence, or not being available for the function in consequence of the withdrawal or suspension of any license, or by reason of any alteration, or other work required to be done by the licensing or other authority or by reason of any combination, or any strike or lockout by any member of the workforce interfering with the efficient working of the accommodation, or from any cause whatsoever not within the control of or not occasioned by the default of the council.
- (ii) In the event that at any time prior to the function it appears to the manager that the hirer has made a material omission or misstatement in the booking form.
- (iii) In the event that at any time prior to the function the manager becomes aware that the hirer intends to engage in an activity which will not be wholly lawful.
- (iv) In the event that at any time prior to the function the manager becomes aware that the hirer intends to engage in an activity that may cause the council embarrassment.
- (v) In the event of a parliamentary general election, by-election or local government election, when the date of the hiring coincides with the day of the election, or any following days in order that the counting of votes can take place in the accommodation.

Upon such cancellations the council shall not be liable to the hirer for any loss or damages whatsoever arising from such cancellation.

7.2 **By the hirer** - the hirer may cancel the hiring at any time but upon such cancellation shall pay a cancellation charge to the council calculated as follows:

The hirer will be liable for the full hire charge for the accommodation if the booking is cancelled within 20 weeks of the date for which it has been made, **and:**

- (i) If the hirer cancels the booking within 12 weeks of the date for which the accommodation has been booked, they will in addition be liable for 20% of the anticipated catering costs, **or**
- (ii) If the hirer cancels the booking within eight weeks of that date they will in addition be liable for 50% of the anticipated catering costs, **or**

- (iii) If the hirer cancels the booking within four weeks of that date they will in addition be liable for 100% of the anticipated catering costs.

7.3 Please refer to condition 12.0 for the cancellation of self-catered events.

8.0 Vacation of accommodation

The hirer shall ensure that the accommodation is vacated by all persons attending the function, within 30 minutes after the end of the function.

9.0 Bar

Should the bar be requested to be open it will close 30 minutes before the prior agreed finish time. The bar cannot be open later than 11.30pm on a bank holiday or for self-catered events.

10.0 Catering

The hirer shall ensure that no food or refreshments are consumed at the accommodation except such food or refreshments as may be supplied by the council's authorised caterers. Exceptions will be charged by the manager to the organiser. Please note that a minimum spend (currently £7.50 per head) may apply to your event. Should the hirer wish to self-cater please refer to condition 12.0.

11.0 Intoxicating liquor

The hirer shall ensure that no intoxicating liquor is either brought onto or consumed in the accommodation, except such intoxicating liquor as may be supplied by the caterer, through the caterer's bars. Any persons who do not comply with this will be asked to leave the premises.

12.0 Self-catered functions

12.1 Self-catered functions are not permitted on a Saturday or on a Sunday prior to a bank holiday. Sunday tariffs apply to bookings on a bank holiday.

12.2 A completed booking form and 50% of the hire charge will be required at the time of booking.

12.3 The full balance of the hire charge is payable 28 days before the function plus a bond of £500. This bond will be returned as soon as possible when the management is satisfied that no further costs have been incurred. Additional costs that apply include:

- if the bar is requested to be open
- for a change around of the room
- a request is made for a member of our staff to act as your Master of Ceremonies
- if the room has not been vacated 30 minutes after the agreed end time of the function, additional room hire will then be applied at an hourly rate as shown on the current tariffs and this will be deducted from the Bond.
- if any damage is caused to the fixtures and fittings of the building the cost of replacement or repair will be deducted from the Bond.

12.4 The venue cannot be hired any later than midnight.

12.5 Cancellation by the council. All details listed in condition 7.1 apply.

12.6 Cancellation by the hirer - the hirer may cancel the hiring at any time but upon such cancellation the following will apply:

- (i) £100 of the deposit paid to the council is non-returnable and non-transferable
- (ii) £400 of the deposit paid to the council is non-returnable but is transferable to another date
- (iii) if the hirer cancels the booking within 28 days of the event, they will be liable for 100% of the full hire charge of the accommodation.

13.0 Insurance and indemnification

13.1 By the hirer - the hirer shall indemnify the council against and shall insure against any claim for injury to any person or damage to any property occurring during or in consequence of the hiring.

13.2 By the council - the council shall not be liable to the hirer for any loss or damage to any articles, goods or property brought into the accommodation by the hirer or any person, except to the extent that such loss or damage arises out of the negligence of the council, its employees or agents.

13.3 Hirers booking a wedding are strongly advised to take out wedding insurance.

14.0 Hirer's service provider(s)

14.1 Should the hirer arrange for external service providers for a private event at the accommodation e.g. DJ, entertainer, providers of chocolate fountains, sweet stalls, etc, then the following documentation, as appropriate, must be provided to the manager at Buile Hill Park Hall at least seven days prior to the event taking place:

- Name of proprietor
- Trading name and address of company
- Insurance documents, including public liability
- Pat Testing certificate for all equipment brought on to premises
- Maintenance schedule for equipment
- Risk assessment for the service to be provided
- Plan of proposed set up of equipment
- EHO certificates

Failure to do so will mean they cannot operate in the venue. Please be aware that the duty manager will carry out checks on the day to ensure all health and safety requirements are met.

14.2 Bouncy castles are not permitted at The Court House, Worsley. Should the hirer wish to arrange a bouncy castle in the gardens of Buile Hill Park Hall then Salford City Council's Health and Safety officer must approve this request. The hirer should ask the external service provider for the following at least 4 weeks before the event:

- Insurance details
- PIPA document
- Method statement - how they will install, secure, manage and supervise the unit at our venue

14.3 The hirer should inform the external service provider that they must return at the end of the event to collect their equipment unless prior arrangements have been made with the management.

15.0 Right of entry

The manager and persons duly authorised by the manager may enter the accommodation at any time during the function on producing evidence of their identity. The hirer shall ensure that the ticket takers or stewards are instructed accordingly so that such entry is not prevented.

16.0 Copyright music

No music or stage play the copyright of which is vested in any other person or society shall be performed unless sanction has been obtained from the copyright holder.

17.0 Payment, royalties, etc.

The hirer shall arrange for settlement by themselves of any payments or of any royalties chargeable in respect of the function.

18.0 Recorded items

If the hirer uses any gramophone records, tapes, cassettes, Compact Discs or a like method of reproduction at the function (this excludes family parties and weddings), they shall be responsible for the payment of any fees that may thereby become due to the Phonographic Performance Ltd., or the Performing Rights Society Ltd., or any other person.

19.0 Lotteries raffles and gaming

19.1 The hirer shall not hold or permit to be held in any part of the accommodation any lottery unless the lottery falls within the exceptions contained in section 3, 4 or 5 of the Lotteries & Amusements Act 1976 or any subsequent amendment thereof.

19.2 The hirer shall not permit the accommodation or any part thereof to be used for the purpose of gaming unless appropriate registration under the Gaming Act 1968 and prior written consent of the council for such gaming has been obtained.

20.0 Good order

20.1 The hirer shall maintain good order at all times during the function. Should the hirer or their guests cause any damage to the exterior or interior fixtures and fittings of the building or damage to the hall's immediate gardens, a charge will be levied to cover the cost of the repairs.

20.2 The accommodation shall be used in decorous manner and the hirer shall ensure that no unnecessary noise is made by the persons entering or leaving the same and shall not cause or permit to be caused any nuisance or annoyance to any persons.

20.3 The hirer shall be present at the accommodation at all times during the function and shall identify themselves to the manager or their duly authorised representative.

20.4 The hirer shall ensure that the number of persons admitted to the accommodation does not exceed the number stated on the booking form or such lower number as shall be specified by the manager.

21.0 Prohibitions

The hirer shall ensure that:

- (i) No bolts, nails, tacks, screws or stickers should be driven or attached to any part of the accommodation or furniture thereof.
- (ii) No gas filled balloons are to be used at The Court House, Worsley unless securely weighted.
- (iii) Inflammable materials and articles of an explosive nature are not brought into the accommodation - these include fountain candles and mini indoor sparkers.
- (iv) No live animal and no article or appliance which is dangerous, or offensive, is brought into the accommodation.
- (v) No alteration, addition or variation shall be made by the hirer to the lighting, sound equipment or other electrical installation (except by the prior written consent of the manager) heating, seating, gangways, fittings, fixtures or other arrangements of the accommodation.
- (vi) Stage fittings, decorations, flags, emblems or posters are only affixed to or in the accommodation with written consent of the manager.
- (vii) No extensions to the stage area are to be allowed without the written consent of the manager.
- (viii) At the Court House visiting DJ's must use the in-house speaker system which restricts the volume levels.
- (ix) At the Court House, smoke machines are not permitted.
- (x) At the Court House, karaoke entertainment is not permitted.
- (xi) At the Court House, all live music must conclude by 10.30pm. The DJ can play until the end of the function through the in-house speaker system.

22.0 Passages and gangways

The hirer shall ensure that the existing passages and gangways providing free access to the doors off the rooms and also the corridors, fire escapes, passages and yards are kept clear at all times.

23.0 Lighting

The hirer shall maintain an adequate standard of lighting in the hall, rooms and corridors at all times. These will be turned on and off by the council's employees only.

24.0 Fireproofing

The hirer shall ensure that all scenery, hanging or flying of cloths, curtains and the use of props, stage equipment or furniture will subject to the prior written consent of the manager.

25.0 Erection of scenery properties and equipment

The erection of scenery, hanging or flying of cloths, curtains and the use of props, stage equipment, or furniture will be subject to the prior written consent of the manager.

26.0 Removal of scenery, properties and equipment

The hirer shall ensure that any instrument, furniture, equipment, stage scenery, programmes, leaflets etc. which may be brought into the accommodation are removed immediately at the end of the function except with the prior written consent of the manager.

27.0 Manufacture of scenery and other items

The hirer shall ensure that the manufacture or construction or painting of scenery and other work of a similar nature are not carried out in the accommodation.

28.0 Electrical services

The hirer shall pay for the services of a council electrician, if in the opinion of the manager; the services of such an electrician are warranted by the temporary installation of additional or operation of any sound, lighting, or other electrical equipment.

29.0 Broadcasting, televising and publishing rights

If the hirer proposes to broadcast, televise or publish the function or part thereof, he shall obtain the prior written consent of the manager.

30.0 Programme

The hirer shall submit to the manager at least one month before hiring details of the proposed programme in writing. The manager shall have the right to object to any song, speech, dialogue, business or costume which in their opinion is improper or indecorous and such song, speech, dialogue, business or costume shall forthwith be changed or omitted as may be directed.

31.0 Children's entertainment

31.1 The following provision of section 12 Children & Young Persons Act 1933 shall be complied with by the hirer:

Where there is provided, in any building, an entertainment for children, (i.e. persons under the age of fourteen) or an entertainment at which majority of the persons attending are children, then if the number of children attending the entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building, or any part thereof, than the building or part can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or any part thereof, and to take all other reasonable precautions for the safety of the children.

Where the occupier of a building permits, for hire or reward, the building to be used for the purpose of an entertainment, they shall take all reasonable steps to secure the observance of the provisions of this section.

A constable may enter any building in which they have reason to believe that such an entertainment as aforesaid is being, or is about to be provided, with a view to seeing whether the provisions of this section are carried into effect, and an officer authorised for the purpose, by an authority by whom licenses are granted under any of the enactment's referred to in the last forgoing subsection shall have the like power of entering any building so licensed by that authority.

31.2 Children's entertainers are not permitted to bring any live animals onto the premises.

32.0 Fly posting

32.1 The practice of displaying posters on vacant shop premises, street furniture, builder's hordings, pedestrian underpasses etc. if unauthorised, make the offender liable on summary conviction to substantial penalties under the provisions of the Town and Country Planning Act 1990.

32.2 The hirer is advised that the council will take legal proceedings and any unauthorised display of posters will certainly have an effect when consideration is given to any future booking of the accommodation.

32.3 The hirer shall be liable to pay the council for all costs it incurs in the removal of posters which have been placed on the council's property in respect of the hiring without the prior written consent of the manager.

33.0 Exhibitions and other similar functions

If the accommodation is hired for the purpose of exhibitions, bazaars or other similar functions, the hirer must at least three weeks before the date of the function submit to the manager for the council's approval the proposed arrangements of stalls, stands, gangways etc. together with a statement of the proposed construction thereof. The hirer must not proceed with their arrangements until they have received through the manager the council's approval.

34.0 Fire regulations

The hirer should make themselves familiar with all exits and evacuation procedures details of which can be obtained from the manager or their representative. In the case of stage performances the hirer should appoint a suitable responsible person to act as duty fire officer on stage and the appointed persons must make themselves fully conversant with evacuation procedures and fire fighting equipment.