

Terms & Conditions of Hire

1. All applications for the hire of the premises are to be made in writing on the Council's official Form of Application for Hire. The person by whom such form is signed shall be considered to be the Hirer. Where an organisation, club, company or other body corporate or un-incorporated is associated with the Application for Hire and named in the Form of Application, they shall also be considered the Hirer and shall be jointly and severally liable with the person who signs the Form of Application.
2. The Hirer shall indemnify the Council against any personal injury or damage, loss or breakages which may occur during the period of hiring and reimburse the Council for any expenditure in which they may be incurred in making good any such loss or damage.
3. The Hirer shall not use the premises for any purpose other than that specified on the official Form of Application for Hire without the previous consent of the Head of Tourism & Culture and shall not sub-let or assign any part of the premises to any other party for the purpose of trade exhibition or display without the previous consent of the Head of Tourism & Culture.
4. The Hirer shall observe and perform all conditions, restrictions and obligations contained in any licence held by the Council and obligations and requirements created by byelaws or statutes connected with the premises, their use or the hiring thereof and shall indemnify the Council against all actions, costs, claims and demands in respect of the breach or non-observance of any such conditions, restrictions and obligations as aforesaid arising from or in connection with the hiring.
5. The Hirer shall be responsible for the good conduct and orderly behaviour of persons admitted to the function during such times as they are within the premises or within the precincts of the premises. The Hirer shall ensure that the function for which the premises are hired is properly supervised, and that adequate controls are in place with regards to the health, safety and well being of their patrons.
6. The Hirer shall not permit anything to take place in the premises during the hiring which is unlawful or of disreputable character or contrary to public decency or contrary to good behaviour or in any way such as to endanger any licence held in connection therewith or which, in the opinion of the Council, is indecorous, improper or in any way unsuitable for presentation and the Head of Tourism & Culture or any person duly authorised shall have the power to remove any offender. Upon the instructions of the Head of Tourism & Culture, the Hirer shall remove or cause to be removed, any person from the premises and any expense incurred by the Council in engaging Police Constables, Officials of the Council or other duly authorised persons to preserve order in connection with the function shall be paid by the Hirer.

7. The Hirer shall not infringe any copyright, performing right, patent right or any other proprietary right, and in the event of infringement, the Hirer shall be liable for and on demand, shall pay the amount of all damages, penalties, costs and expenses incurred by the Council as a consequence.
8. The Council reserve to their Officers, agents and servants to Police and Fire Officers, whether in uniforms or not and other duly authorised persons the free and uninterrupted right of entry to all parts of the premises at all times for the purpose of carrying out their duties in respect thereof. The Hirer shall comply with all reasonable requests made by the Caretaker or any other authorised Officer of the Council.
9. No flammable liquids, gases, or other materials of a highly flammable nature shall be brought or be permitted to be brought on to the premises and all decorations scenery and property shall be fireproof or incombustible and shall be erected or suspended only in such a way as will not cause damage to be done to the premises in consequence thereof and no nails, tacks, spikes or screws shall be driven in any of the walls, windows or doorways or in any other part of the premises.
10. No pyrotechnics materials, laser equipment or smoke effect shall be brought into the premises or used except with the written consent of the Head of Tourism & Culture who may impose such conditions as he considers necessary.
11. The Hirer's attention is particularly drawn to the requirements of the Health & Safety at Work etc Act of 1974 and its related or Subordinate Legislation including the control of Substances Hazardous to Health Regulations 1988 in respect of the safety of him/herself, his/her employees and that of all persons who may be affected by his/her work activities.
12. No lighting or heating fitting or appliance, other than those provided by Scarborough Borough Council shall be brought into the premises or used except with the written consent of the Head of Tourism & Culture. In the event of any such fitting or appliance being put up or used without such consent, the same may be immediately removed by the Head of Technical Services.
13. Any electrical equipment brought into the premises by the Hirer or his/her servant shall be in good working order, safe, properly installed and shall meet all the requirements of the Electricity at Work Regulations 1989. In the event of any equipment or system not meeting these standards, the Head of Tourism & Culture may exclude it from the premises.
14. If during the preparation for or during any function, anything is done which, in the opinion of the Head of Tourism & Culture, may cause damage from fire or otherwise, the function may immediately be cancelled.
15. If any equipment considered a potential fire risk is introduced to the premises by the Hirer, he/she shall be responsible for providing the necessary suitable and sufficient extinguishing equipment to supplement the standard provision of extinguishers in the premises. Under such circumstances, the Hirer must provide an adequate number of appropriately trained personnel to deal with related emergencies.
16. It shall be the duty of the Hirer to ensure that no exits to the premises are blocked, chairs or

obstructions placed in corridors or fire appliances removed or tampered with. The Hirer shall not do or permit to be done anything whereby the fire risk to the premises or its contents is increased beyond that covered by the Council's insurance policies.

17. The Hirer shall exercise all necessary and proper safety precautions and carry out any evacuation procedures that may be necessary in the case of an emergency, in accordance with the guidelines, which are displayed in the building.
18. The Hirer shall ensure that the premises are vacated by the time stated and left in a clean and tidy condition. Periods in excess of this time will be charged in accordance with Council policy (see charges). The Council accept no responsibility for any property left on the premises after the hiring.
19. The Council may cancel any hiring in the event of the Council itself requiring the use of the premises for any purpose in any civil emergency on the date upon which it has been let to the Hirer by giving to the Hirer such notice of cancellation as the Council, in all the circumstances, considers reasonable.
20. The Head of Tourism & Culture may refuse to allow to be brought into the premises any article, substance, appliance or animal which he/she may consider to be dangerous or offensive.
21. The Council shall not be responsible for any loss or damage suffered by the Hirer in the event of the premises not being available by reason of accident, war, civil commotion, strike, lockout or similar cause.
22. The Hirer shall ensure that any lost property, which may be found on the premises, is immediately handed to the Head of Tourism & Culture or any person authorised to act on his behalf.
23. The Hirer must comply with the No Smoking Policy, which the Council operates for these premises.
24. The Hirer shall obtain written consent from the Head of Tourism & Culture when alcoholic liquor is to be served during a function and an application must be made to the Magistrates Court for an occasional licence prior to this event taking place. The name and address of the licensee must be shown on the Form of Application for Hire.
25. In the event that it should become necessary for the Hirer to cancel the reservation in relation to any hire within ten days of that event taking place, the Hirer shall pay a cancellation fee of 20% of the hire charges. Cancellation is only acceptable in **written** form.