

## St Helens Borough Council Room Hire Bookings

### Terms and Conditions of Room Hire and Use (“Terms and Conditions”)

Definitions:

<b>Council</b>	St Helen’s Borough Council
<b>Hirer</b>	The person/persons/company named on the Council’s Room Booking/Enquiry Booking Form
<b>Council’s Room Booking/ Enquiry Booking Form</b>	The form used with the Terms and Conditions of Room Hire and Use setting out details of the hire
<b>Hire</b>	The purpose for which the Hirer shall use the premises.

1. The following Terms and Conditions are to be followed for all room hire bookings for Council Public Buildings; following the Council’s Room Booking/Enquiry Booking Form process.
2. Following the submission of your booking request, a Council representative will discuss the individual requirements of the Hirer’s request. At the Council’s discretion, it may be deemed necessary to carry out an on-site pre-meet to determine some aspects of the booking request with the Hirer or Hirer’s representative in attendance. Where the Council decides that suitable and trained security provision is required, the cost of such security is to be covered by the Hirer.
3. The Hirer must state the specific purpose of the hire, and any associated activities relating to the Hire, within the Council’s Room Booking/Enquiry Booking Form, including but not limited to the details of any presenters, speakers etc.
4. The Council is committed to assisting people with disabilities according to their needs. It is the responsibility of the Hirer to inform the Council of any known requirements prior to attending.
5. The Hirer will ensure that it operates in compliance with the duties of the Equality Act 2010 and takes all reasonable steps to ensure workers, employees, visitors, clients and guests/customers/service users are (i) not subject to discrimination, harassment, sexual harassment, or victimisation as a consequence of the booking, (ii) treated fairly, openly and honestly, and with dignity and respect in any matter related to the Hire.
6. The Hirer will be solely responsible for any issue of discrimination, harassment, sexual harassment, or victimisation that arises as a consequence of the Hire. The size and nature of the event will determine if the Council requires further documentary evidence such as a copy of the applicant / event organiser / Hirer’s Equality Policy. The Council shall confirm this with you on booking.
7. The Council reserves the right in its absolute discretion not to Hire or allow use of its venues, premises or rooms to any organisation or individual that:

- a. do not conform to the values of the Council;
  - b. that are on the list of banned organisations or individuals proscribed by law;
  - c. that are not in accordance with the Council's Venue Hire & Use Policy;
  - d. where the organisation is a charity they are not registered with the charity commission;
  - e. where, in the opinion of the Council, the organisation or individual could contravene legislation;
  - f. where in the opinion of the Council the organisation or individual could cause a risk to the Council's reputation; or
  - g. where in the opinion of the Council there is a risk to health and safety or security.
8. Venues, rooms or premises shall not be hired or allowed to be used for political rallies, or for demonstrations which the Council consider incite or could incite hatred or violence or breach or could breach criminal law and/or spread hatred, intolerance, cause community tension or impact community cohesion/relations or could attract counter protest groups.
9. The Council reserves the right to refuse to grant, or cancel, permission with immediate effect if the Hirer is found in the opinion of the Council to have falsely represented the event at the time of booking but are subsequently found to breach the Venue Hire & Use Policy or, if the Council is not satisfied that the safety of the buildings and the public can be ensured.
10. If a request for a booking requires further investigation, this should take no longer than 10 working days upon receipt of booking enquiry; however, this may be extended in extenuating circumstances.
11. In relation to the Venue Hire & Use Policy, the Council will conduct checks on organisations and individuals seeking to host an event in Council owned and operated premises to ensure they align with the policy.
12. The Hirer is required to hold a current public liability insurance policy to level of £10million (or other such amount shown in the Council's Room Booking/Enquiry Booking Form which overrides this amount) and a copy will be required as part of the booking process. It is the responsibility of the Hirer to ensure that any individual participant / group / company involved in the event has an adequate up to date public liability insurance policy to a suitable value in place, together with site specific risk assessments. The Hirer shall provide a completed risk assessment to the satisfaction of the Council and upon request.
13. If the Hirer's application is approved, then the Hirer will be asked to provide the following information. Failure to provide this within 10 working days prior to event or where these documents are not to the satisfaction of the Council then this may result in the cancellation of the Hirer's booking and termination of these Terms and Conditions.
  - Copy of the public liability insurance certificate (for the Hirer and where applicable any individual participant / group / company involved in the Hire)
  - Event management plan/event risk assessments
  - Fire safety risk assessment

The size and nature of the event will determine which documents are required and the Council shall confirm this with the Hirer on booking. Risk assessments shall be shared

with the Council's Health and Safety team for review and comment prior to the commencement of an event. The Council shall inform the Hirer whether there are any issues with the risk assessment and it is at the absolute discretion of the Council whether the Hire shall go ahead if the risk assessment is incomplete or not satisfactory.

14. The room hire booking will be charged in line with the Council's current fees and charges which are available on the Council's website or are available upon request.
15. A non-refundable 10% booking fee will be charged at the point of booking confirmation, following approval of application and receipt of documents referenced at point 13.
16. Full payment will be requested following commencement of the event or hire.
17. The Hirer must comply with requests for information from the Council in relation to the Hire and in a timely manner.
18. The right of entry to the hired premises is reserved to any Council member, any officer of the Council or any police officer on duty at the time of the Hire.
19. Under no circumstances will the Council accept responsibility for any damage, theft or loss of any property whether belonging to the Hirer or any person on the premises during the Hire.
20. The Council shall not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restrictions or act of God, which may cause the rooms/hireable space to be temporarily closed or the Hire to be interrupted or cancelled.

Nothing in these Terms and Conditions limits any liability which cannot legally be limited. Subject to this the Council's total liability under or in connection with these Terms and Conditions, whether arising in contract, tort (including negligence) or otherwise, shall not exceed the charges paid by the Hirer under these Terms and Conditions.

Any damage to the building or its contents or any other property of the Council during the Hire shall be paid for by the Hirer and the amount of damage shall be assessed by the Assistant Director – Property and Economy of the Council.

21. No person other than those agreed by the Council shall adjust or interfere with the gas and electric fittings or supply, or any fixtures or fittings on Council premises.
22. Without prejudice to any rights or remedies of the Council, the Hirer shall indemnify the Council in full against all actions, demands, liabilities, costs, expenses, damages and losses (whether direct or indirect) suffered or incurred by the Council in connection with any claim made against the Council by a third party arising out of, or in connection with, the hiring except to the extent that it is caused by the negligence or wilful misconduct of the Council. Nothing in this clause shall restrict or limit the Council's general obligation at law to mitigate a loss which it may suffer or incur as a result of a matter that may give rise to a claim under this indemnity.
23. Both parties acknowledge their responsibility to safeguard and promote the welfare of children and adults at risk. The Hirer agrees to cooperate in creating a safe and supportive environment and will promptly report any concerns regarding abuse,

neglect, or exploitation to the Council. All parties will comply with all relevant legislation and best practice guidance regarding safeguarding

24. The Hirer shall, during the hiring, be responsible for:
  - a) the orderly and safe admission and departure of persons to and from the premises in case of emergency
  - b) the safety of the premises and the preservation of good order and decency ensuring all doors giving egress from the rooms are left unfastened, unobstructed and immediately available for exit during the whole time the premises are in use and no obstruction shall be allowed in any corridor giving access to the room/hired space.
  - c) ensure fire doors in the premises are not propped or left open at any time
  - d) familiarise visitors with the position of fire alarm points, fire evacuation routes, fire refuge points and the fire assembly point.
  - e) ensuring that there are sufficient properly instructed attendants to prevent more persons being admitted to the rooms than can be properly accommodated therein.
  - f) the Hirer must not make any alterations, hang or stick anything to the walls or ceiling, without prior permission.
25. Electrical appliance safety - The Hirer shall ensure that any electrical appliances intended to be used by the Hirer will be PAT tested. The Council reserves the right to request copies of the PAT tests if it deems it appropriate.
26. The Hirer, its servants, agents and contractors shall during the Hire and during such other times as they or any of them are on site for the purpose of the Hire comply with all the requirements of the public building assistants on duty.
27. If the Hirer fails to observe and perform any one or more of these conditions, the Council may:
  - a) charge and recover from the Hirer any expenses incurred by the Council in securing such observance and performance;
  - b) cancel any other engagement for any room or hire that the Hirer may have made without incurring any liability to the Hirer or being under any obligation to return any deposit;
  - c) immediately terminate these Terms and Conditions.
28. The Hirer shall not sublet the premises or any part thereof. If he/she does, the Hire will be terminated and the charge paid forfeited.
29. Any equipment, fixtures, waste, or items relating to the Hire by the Hirer, Hirer's agents or contractors must be removed no later than 10.00am on the day after the Hire or earlier on the direction of any duly authorised officer of the Council. Failure to do so shall result in a removal and a handling fee charge, and the items will be removed from the hired location and either be disposed of or stored, and the Council shall not be liable in any way for any damage or loss sustained while it remains on Council premises.

30. The Hirer shall not use the rooms/hired space for the performance of any music, lecture or dramatic performance in which intellectual property of another exists without the prior consent of the owner of the intellectual property or in any other manner infringe and subsisting copyright occurring during the hire. The Hirer shall indemnify and hold harmless the Council against any claims for breach of intellectual property rights.
31. No intoxicating liquor is to be consumed on the premises without the express permission of the Council and the appropriate licensing requirement of the premises.
32. It is the responsibility of the Hirer to ensure that the event has the appropriate licences and authorisations in place. Guidance can be sought from [generallicensing@sthelens.gov.uk](mailto:generallicensing@sthelens.gov.uk)

Approved: 15<sup>th</sup> August 2025