

CONDITIONS FOR COMMERCIAL HIRING

1. All correspondence shall be addressed to the Bookings Officer at the address at The Hetton Centre, Welfare Road, Hetton
2. VENUE in all correspondence, advertising, etc refers to the venue as The Hetton Centre, Hetton le Hole
3. REGULATIONS The Hirer will be bound by the Rules of governing the use of the Centre which are displayed in the reception area of the Centre and which are to be incorporated into these conditions. For the purposes of Rules 10 & 11 of the said Rules and regulations the Hirer may at the discretion of the Trust & in any loss or damage occasioned by or arising from the activities of any agent, employee, licensee or invitee of the hirer, be deemed to be the User. Copies of Rules & Regulations are available on application to the Booking Officer.
4. SCALE OF CHARGES The scale of charges to be paid for the use of the Centre shall be in accordance with the scale laid down by the Trust or as determined by the Trust upon receipt of Hirer's application, & shall be notified to the Hirer when the Trust formal acceptance of the hiring is forwarded to the Hirer.
5. LATE FEE A late fee of £10.00 shall be payable in respect of each hour or part hour during which the Centre is used by the Hirer after the agreed finishing time. For the purpose of computing any late fee payable by the Hirer, the use of the Centre by the hirer shall not be deemed to have terminated until the Hirer & all his employees, licensees & invitees have left the facility hired & the Manager is in a position to prepare for the next activity or lock the doors as may be appropriate.
6. PAYMENT OF FEES the full fee in respect of any hiring must be paid by the Hirer to the Manager at least 28 days before the event.

In the case of a booking being accepted less than 28 days before the event date, the fee shall be paid immediately on acceptance.

Where a condition of the hiring is that the Hirer pay to the Trust a percentage of the admission monies, that percentage must be paid within 14 days after the event within one week after hiring, a properly authenticated certificate of the actual total admission money must be submitted to the Manager.
CHEQUES & POSTAL ORDERS SHOULD BE CROSSED & MADE PAYABLE TO 'HETTON TOWN TRUST'
7. USER The Hirer shall not use or cause or permit any person to use the Centre for any purpose other than the purpose for which the same was hired.
- 7a The Hirer shall at all times observe all Acts of Parliament & all Regulations & Byelaws of the Council & other official bodies relating to the sale of goods & trading & if called upon to do so will fully co-operate with the Council in the provision of information to confirm such compliance.
8. NO ASSIGNMENT OR SUB-LETTING The Hirer shall not assign or sub-let the right to use the Centre or any part thereof without first obtaining the Manager's permission in writing.
9. ACCOMMODATION AVAILABLE It will be a condition of the hiring that of the maximum number to be admitted to any function held shall be that as directed by the Manager in the Condition of Booking.
10. The Hirer must provide at his own expense, all labour assistance required in connection with & for the performance by the Hirer of his obligations under the hiring.
11. CAR PARK The Trust takes the responsibility for & retains the revenue from the car park, but shall not be responsible for any loss or damage to any person, property or vehicle.
12. CATERING & THE SALE OF ALCOHOLIC LIQUORS The Trust reserves the right of sale of all refreshments in the Centre.

The Trust reserves the right the exclusive right to sell, or supply any drinks alcoholic or otherwise at the Centre & to decide at what events they are to be sold. If the Hirer wishes a bar to be provided he must give the Booking Officer at least 14 days notice before the date of hiring. No refreshments of any description may be brought in by Hirers or Users. The Hirer will instruct his stewards/officials of these requirements. In the event of a bar being provided, alcoholic liquors will only be sold during the times & subject to any conditions specified in the occasional licences granted by the Justices.

The Manager may stop the sale or supply of alcoholic liquors & close the bar at any time if in his opinion any person in the Centre shall behave in an unruly manner, or if it is considered by him that unruly, disorderly or unseemly behaviour may occur at the Centre, or if it is found that the Hirer / Users have contravened the provisions of this condition when a sum of £25.00 or a sum in respect of the anticipated loss of profits be determined by the Manager, will be made, whichever is the greater.
13. ATTENDANCE OF THE POLICE If the Bar Manager shall so require the Hirer shall at his own cost, arrange for one or more Police Officers to be on duty during the whole time of the function. Information as to the scale of fees may be obtained from the Chief Constable, Gillbridge Avenue, Sunderland.
14. RIGHT TO FORBID ENTRY The Hirer shall be responsible for the maintenance of good order & discipline within the Centre & as between himself & his licensees & invitees & shall reserve the right of admission to & ejection from the centre.
15. BROADCASTING & FILMING RIGHTS No person or body booking the centre or any part thereof may grant broadcasting (sound & television) or filming rights without the prior written consent of the Manager. If such consent be given, the Trust reserves to itself the right to take part in any negotiations to be a party to the terms & conditions of any agreement reached & to share in any income any publicity derived there from.
16. PUBLIC PERFORMANCE OF COPYRIGHT WORK There shall be no infringement of copyright during the period of hiring & the Hirer will absolve the Trust from all responsibility or liability thereof. The Trust has been granted a licence by the Performing Right Society, Copyright house, 33 Bernera Street, London W1, to cover the performance of all musical work in the society's repertoire. The Hirer shall comply with the conditions of this licence & in particular shall:
 - a) Permit the Society by its duly authorised agent to have the free right of entry in & upon the Centre during the time of public performance.

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- b) Supply within 24 hours of the termination of the Hiring to the Manager for transmission to the Society, a list, signed by the Hirer of all music performed & of the author, composer, arranger & publisher of each such composition & the number of times such has been performed.

A Hirer who proposes to use any copyright work not in the Society's repertoire shall first obtain the consent of the owner or owners of the copyright in respect of such performance.

17. **GRAMOPHONE RECORDS** No gramophone records may be played in the Centre any part thereof unless the hirer has obtained a licence from Phonographic Performance Ltd & the licence produced in advance to the Manager.
18. **MUSIC & DANCING** The Hirer shall observe all Acts of Parliament Regulations & Byelaws applicable to music, singing & dancing in public places.
19. **THE RIGHT TO SELL TICKETS** The Trust reserves the right of sale of Tickets on behalf of the Hirer at the Centre for advance bookings in respect of any event for which the Centre or part thereof has been hired.
20. **SERVICES & ALTERATIONS** No additional water, gas or electrical equipment or alterations shall be installed & no structural or other alteration shall be made to the fabric of the building, nor to any of the Trust's installations, furniture or fittings or other property at the centre & no equipment requiring attachment to the fabric of the Centre shall be installed save in every case with the express permission of & upon such terms as may be stipulated by the Manager & to his entire satisfaction & under his supervision.
21. **TRUST'S INSURANCE** The insurance held by the Trust must not be invalidated by any action of the Hirer. The policies of insurance may be inspected by appointment.
22. **HIRER TO INSURE IF REQUIRED** If required by the Manager, the Hirer shall effect, before the date of hiring, Insurance cover in the joint names of the Trust & the Hirer, against such liability & for such amount as may be prescribed by the Manager & shall produce such evidence of cover to the Manager.
23. **EXITS & ENTRANCES** The Hirer shall not close or block any corridor, internal or external entrances or exits to the Centre.
24. **RIGHT OF ENTRY** The Trust reserves for any duly authorised officer or servant of the Council, Chief Constable & Chief Fire Officer or their duly authorised representative, the right of entry at all times, to the Centre or any part thereof & to require the hirer to refuse admission to or remove from the Centre any disorderly person or any persons or any article which is a possible source of damage or danger.
25. **COMPLAINT BY THE HIRER** Any complaint by the Hirer respecting the use of the Centre or of the arrangements therewith shall be made to the Manager in writing giving the grounds of such complaint within 24 hours after which no complaint shall be made.
26. **CANCELLATION OF HIRING & FORFEITURE OF HIRING FEE**
- a) In the event of a booking of the Centre being cancelled by the Hirer, 25% of the hire fee shall be retained by the Trust by way of liquidated damage & not by way of penalty in respect of such cancellation of the hiring, provided such cancellation occurs not less than fourteen days before the date of hiring.

When cancellation occurs within a lesser period than fourteen days before the event, the whole of the hire fee shall be so retained.

In the event of the Centre or part thereof being required for any purpose connected with a national or Local emergency election or Referendum or an occasion of national mourning or rejoicing or any other purpose of a similar nature on any day on which the Centre or some part thereof is hired, The Trust reserves the right to cancel the hiring upon refunding to the hirer all hiring fees in respect of the day or days for which the hiring shall be cancelled by the trust as aforesaid. The Trust's decision as to whether the Centre or any part thereof is required for any of the purposes aforesaid shall be final & conclusive & the Hirer shall not be entitled to any compensation in consequence thereof or in connection therewith.

- b) In any circumstances over which the Trust have no control render the centre or any part thereof not available for the hirer on any day of the hiring or any part of such day, the Hirer shall not be entitled to compensation in consequence thereof or in connection therewith.
27. **ADDITIONAL CONDITIONS** The Trust reserves the right to refuse any application for hiring without assigning a reason, to attach to additional conditions to any particular hiring & to vary the scale of charges in the case of any particular hiring.
28. **BREACH OF CONDITIONS ETC** In the event of a breach of any of these conditions, by the hirer or his employees, agents, licensees or invitees, the Trust reserves the right to cancel the hiring forthwith by notice in writing given to the Hirer or his representative & in so doing the Trust shall not be liable to refund any portion of the hiring fee to the Hirer or be liable to the Hirer or to any third party for compensation in respect of such cancellation of the hiring.

CONDITIONS FOR NON-COMMERCIAL HIRING

1. All correspondence shall be addressed to the Bookings Officer at the address at The Hetton Centre, Welfare Road, Hetton
2. **VENUE** in all correspondence, advertising, etc refers to the venue as The Hetton Centre, Hetton le Hole
3. **REGULATIONS** The Hirer will be bound by the Rules of governing the use of the Centre which are displayed in the reception area of the Centre and which are to be incorporated into these conditions. For the purposes of Rules 10 & 11 of the said Rules and regulations the Hirer may at the discretion of the Trust & in any loss or damage occasioned by or arising from the activities of any agent, employee, licensee or invitee of the hirer, be deemed to be the User. Copies of Rules & Regulations are available on application to the Booking Officer.
4. **BOOKINGS**

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5. **PAYMENTS** For bookings involving formal catering or for social functions a deposit of 105 of the total charge or whichever is the greater must be paid at least 28 days in advance. Any variation in numbers attending must be notified 7 days in advance when the outstanding balance of the charge must be paid & which will become the minimum charge.

In respect of all other bookings, payment must be made at least 28 days in advance. Where the application for hire is in respect of series of hirings, payment of the first hiring shall be payable immediately upon confirmation of the booking, a & payment of subsequent hirings shall be made on the first day of the month in which the subsequent hirings fall. Where the payment for hire of facilities falls into arrears, & a reminder is sent regarding payment, a charge of 50% up to the next 5p of the agreed charge may be added to the invoice at the discretion of the Manager.

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6. **CANCELLATION BY HIRER** Individuals who fail to take up bookings made in advance may be required to pay the full hire charge unless the Manager has received 24 hours notice of cancellation & is unable to fill the vacancy. Where Clubs cancel, the full hire charge may be forfeited if less than 14 days notice of cancellation is given & the Manager is unable to secure a replacement booking of the whole facility booked. All cancellations by Clubs must be confirmed in writing.
7. **CANCELLATION BY TRUST**
- a) The Trust reserves the right to close all or any part of the Centre or prohibit use of facilities or any of them at its discretion.
 - b) The Trust reserves the right to cancel a non-commercial booking in favour of the commercial booking. Where a non-commercial booking is cancelled at least 21 days notice will be given & where possible suitable alternatives will be offered to those organisations asked to make way for higher priority booking.
 - c) Any amounts paid in respect of a booking cancelled in accordance with this condition will be refunded but the Trust will not be liable for any other expenses incurred or loss sustained directly arising from the cancellation.
8. **INSURANCE** If required by the Manager, the Hirer shall effect before the date of hiring, insurance cover in the names of the Trust & the Hirer against such liability & of such amount as may be prescribed by the Manager & shall produce evidence of such cover to the Manager.
9. **CATERING** The Trust reserves the right of sale of all refreshments, alcoholic liquor, cigars, cigarettes & tobacco. Catering services can be booked when making an application for use of the facilities. No refreshments of any description may be brought in to the centre by a Hirer or User for the consumption or resale except with the manager's prior consent in writing.
10. **BROADCASTING & FILMING RIGHTS** No person or body booking the centre may grant broadcasting (sound or television) or filming rights without the prior consent of the Manager. If such consent is given, the Trust reserves the right to take part in any negotiations, to be a party to the terms & conditions of any agreement reached & to share in any income & publicity derived there from.