



Elizabeth Garrett Anderson Building – Conference Space

CONDITIONS OF HIRE

These Conditions of Hire and the Booking Form set out the agreement between the Hirer and Nottingham City Council for the use of the facility(s) at the Council's Premises as stated on the Booking Form ("the Agreement").

1. Definitions & Interpretation

"Booking Form" means the form completed by the Hirer in respect of the Premises.

"Booking" means the purpose or activity for which the Premises are required as set out in the Booking Form for the Event Date at the Premises.

"Council" means Nottingham City Council, whose address for the purposes of the Agreement is Loxley House, Station Street Nottingham NG2 3NG.

"Deposit" means an initial amount payable upon placing a Booking, the value of which will be determined at the time of placing a Booking and which will be deducted from the Total Hire Charge.

"Event Date" means the date of the event or occasion for which the Premises are hired.

"Hirer" means the person(s) named in the Booking Form as entering into the Agreement with the Council.

"Council Staff" means the person appointed by the Council to manage the Booking at the Premises including any member of Council staff or nominated agent.

"Premises" means the venue for the Booking, being the Elizabeth Garrett Anderson Building, George Green Way, University Boulevard, Nottingham NG7 2UD.

"Total Hire Charge" means the total amount to be charged for the Booking as set out in the Booking Form

"Caterers" means Mrs B's Catering Services Limited.

"Catering Service(s)" means any catering services made available by us at our Premise for the use in the Meeting Room(s) and Conference Space.

"Meeting Room(s) and Conference Space" means furnished space to be used for meetings, events, and commercial use in relation to the purpose of activity listed in the Booking Form.

"Working Days" means any day Monday to Friday inclusive other than a day which is designated as a bank or public holiday in England

2. Price and Payment

2.1 There shall be a non-fundable Deposit which must be paid when the Booking is taken as stipulated.

2.2 The remaining balance of the Total Hire Charge shall be payable no later than 5 Working Days before the Event Date, or at the time the Booking is made if made within 5 Working Days of the Event Date.

2.3 If Catering Services or Hirer Liability Insurance are required, then these will be included within the Total Hire Charge.

3. Total Hire Charge

3.1 The Total Hire Charge, unless specifically stated in writing to the contrary, is for the use of the Meeting Rooms and Conference Space specified and for the time period detailed upon the Booking Form, together with such seats, apparatus and appliances as are provided by the Council at the Premises and any other special equipment stated in the Booking Form. Prior approval from the Council must be obtained for any additional seats, apparatus, appliances, or other furniture required by the Hirer which must be provided at his/her own cost.

3.2 The Total Hire Charge also covers the Deposit, the cost of heating, lighting and Wi-Fi provision, Catering Services and Hirer Liability Insurance (Clause 10.5 below) if required, the preparation and reinstatement of the Premises which includes cleaning services before and after the event together with technical support under the direction of Council Staff or his/her authorised representative.

3.3 The Hirer may be liable for charges in addition to the Total Hire Charge where the Council incurs extra expenses because of factors reasonably outside its control and/or as a result of the Hirer's and/or his/her guests' activities during the Booking. This includes (but is not limited to) the situation where the Hirer exceeds the allotted time or due to an amount of cleaning being required over and above that reasonably expected.

4. Cancellation

4.1 Without affecting other provisions in these Conditions of Hire, subjecting to the following provisions, either party has the right to cancel this Agreement at any time by prior notice to the other party.

4.2 Where a Booking is to be cancelled by the Hirer, the Council must be given as much notice as is reasonable in the circumstances of that cancellation. Such notice must be sent in writing via email to [property.plus@nottinghamcity.gov.uk] and the recipient must acknowledge the same.

4.3 Where a Booking is cancelled by the Hirer more than 5 Working Days before the Event Date, there shall be a full refund of any amount paid, except for the Deposit.

4.4 Where the Booking is cancelled by the Hirer 5 Working Days or less before the Event Date, there shall be no refund of any fees already paid.

4.5 If the cancellation is for reasons beyond the control of the Hirer, the Council may, at its sole discretion, offer a refund of any fees paid except for the Deposit.

4.6 If the Hirer attends the Premises on the Event Date before the expiration of the booking finishing time, but fails to come on or before the start time (detailed on the Booking Form), then the Hire must leave the Premises on or before the finishing time. If the Hirer fails to attend the Premises on the Event Date or attends after the time slot, then it shall be deemed as a cancellation without notice and there shall be no refund of any fees already paid for any reason.

4.7 If the Hirer cancels the Agreement under clause 4.4, but the Total Hire Charge has not been paid at the time of such termination, any retention sums due to the Council under clause 4.4 shall be treated as a debt due to the Council and the Council shall invoice the Hirer for recovery of any such retention sums. The final date for payment of any such sums shall be 14 Working Days after the date of the Council's invoice.

4.8 The Council may immediately cancel the Agreement by giving notice, in the event that the Hirer fails to carry out any of his/her obligations under the Agreement.

4.9 The Council may immediately cancel this Agreement at any time before (by notice) or during (without notice) the Event Date where:

(a) the Hirer knowingly or falsely makes an incorrect statement in the Booking Form which led the Council to enter into the Agreement; or

(b) the Council reasonably suspects, following the signing of the Agreement, that the purpose and/or manner of holding the Booking is likely to be non-compliant in whole or in part with any legislation relevant to it; or

(c) the Hirer fails to adhere to the standard rules and regulations of the Premises and/or with any reasonable instruction placed upon the Hirer by Council Staff or his/her authorised representative; or

(d) the Hirer does not pay the full Total Hire Charge at least 5 Working Days prior to the Event Date when the Council's invoice for the Total Hire Charge was sent to the Hirer in sufficient time for this requirement to be complied with

If the Council cancels the Agreement in accordance with either clause 4.8 or 4.9 above, it shall be entitled to retain 10% of the Total Hire Charge and its reasonable costs and losses (if any) incurred as a result of such termination, which the Council will use its reasonable endeavours to mitigate.

4.10 The Council may cancel the Agreement by reasonable notice in the event of an emergency or the occurrence of other serious situations (including but not limited to: a fire or flooding at or near to the Premises; or in the event of the Premises being required for use in an emergency situation such as a natural disaster; or in the event of poor weather creating a serious risk of damage to the Premises; or rendering the hire of the Premises a danger to health or safety in the reasonable opinion of the Council acting on the advice of an environmental health officer).

4.11 The Council shall only exercise this right where it is unable to provide alternative premises or a mutually agreeable alternative date for the Booking, but if it does so cancel the Agreement, all payments made by the Hirer under this Agreement shall be refunded. In such circumstances, the Council shall not be liable for any losses suffered by the Hirer arising from such termination.

5. Notices

All notices which are required to be given under this Agreement shall be in writing, where possible but otherwise in a manner to be agreed between the Parties.

6. Restrictions on the use of the Premises

6.1 The Hirer shall not use the Premises for any purpose or activity other than that described in the Booking Form and shall not assign or sublet the permission to use the Premises, or allow the Premises to be used for any unlawful purpose, or in any unlawful way, nor do anything on the Premises, or bring anything onto the Premises which may endanger the same, or adversely affect any insurance in respect of the Premises.

6.2 All furniture, apparatus or appliances delivered to the Premises by or on behalf of the Hirer and approved by the Council Staff, must be unloaded, placed in position and removed by the Hirer or persons employed by him/her for such purposes, at such times as shall be agreed by Council Staff or his/her representative.

6.3 No decorations are to be placed upon, or additions made to, the Premises without the prior consent of the Council Staff or his/her authorised representative.

6.4 No blocking or obstruction of the fire exits within the Premises are allowed under any circumstances.

6.5 No helium filled balloons are allowed within the Premises, without the prior consent of Council Staff or his/her authorised representative.

6.6 No intoxicating liquor shall be brought upon the Premises unless prior approval is obtained from the Council.

6.7 No person under the influence of alcohol or drugs ("intoxicants") shall be admitted to the Premises. Any person on the Premises under the influence of drugs may be ejected immediately by Council Staff or his/her authorised representative.

6.8 The Hirer may exhibit signage or notices within the Premises on such notice boards only as are provided by the Council for that purpose, at the discretion of Council Staff.

6.9 No advertising outside of the Premises will be allowed without the prior consent of the Council Staff.

6.10 All bookings are subject to minimum and maximum guest numbers; these will be confirmed in writing by the Council to the Hirer.



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6.11 If Catering Services are required, any food and/or beverages will be supplied by the Caterer. Catering requirements should be indicated on the Booking Form and the Hirer should notify the Council of any dietary requirements prior to the Event Date. The Council will confirm the catering requirement 7 Working Days prior to the Event Date and take full payment for the same. The Caterer will endeavour to provide suitable adaptations to the menu for any attendees with special dietary requirements or allergies (no less than 7 Working Days prior to the event).

6.12 For the avoidance of doubt, the Hirer is not permitted to bring to the Premises any alcohol, food or beverages for distribution or consumption save where expressly permitted in writing by the Council staff or his/her authorised representatives.

6.13 Any electrical appliances brought into the Premises must be 'PAT' tested before use within the Premises and certificates must be available if requested by the Council.

6.14 The Hirer accepts upon placing a Booking that at the Event Date, there may be displays such as, but not limited to banners, flags, information on display etc upon the exterior and/or interior of the Premises that will remain in situ at the Booking.

7. Responsibilities of the Hirer

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The Hirer shall:

- 7.1 Ensure that the Premises are vacated by the finish time of hire shown on the Booking Form.
- 7.2 Permit the Council or its responsible designated employees to enter the Premises at all times.
- 7.3 Pay the Total Hire Charge in accordance with these Conditions of Hire.
- 7.4 Leave the Premises in a clean and tidy condition.
- 7.5 Comply with any specific booking procedures/conditions applicable to the Premises, including Health and Safety legislation and the Council's Health and Safety policy, a copy of which is available upon request from the Council.
- 7.6 Be responsible for familiarising themselves and their group if relevant with the fire exits in the building and meeting points. In the event of fire, the Hirer is responsible for ensuring the safe evacuation of all guests.
- 7.7 Be responsible for carrying out an appropriate risk assessment for their use of the Meeting Room and Conference Space.
- 7.8 Ensure that all those individuals attending the Meeting Room and Conference Space for the Purpose of Hire sign in to and out of the Premises at the designated sign in points.
- 7.9 Comply with the Council's safeguarding policy, including the requirement that guests under 16 years are always accompanied within the Premises. A copy of the Council Safeguarding Policy is available on request.
- 7.10 If requested, produce all certificates and licences relevant to the Booking to Council Staff prior to the Event Date.

8. Council's obligations

The Council shall:

- 8.1 Provide the Hirer with use of facilities and equipment as agreed at the time of Booking as detailed on the Booking Form.
- 8.2 Use reasonable endeavours to provide the equipment and access to Wi-Fi at the Premises but the Council does not accept any liability for any failure of the equipment or Wi-Fi services where such failure is beyond the control of the Council. The Council will not be liable for loss of profits, sales, business, revenue, business interruption, loss of anticipated savings, loss of business opportunity, goodwill, or reputation; or any indirect or consequential loss or damage which arises directly or indirectly out of the use of the equipment of Wi-Fi, unless such loss arises from the negligence of the Council.
- 8.3 Provide cleaning services before and after the Booking.
- 8.4 In the event that Catering Services are required under the Booking, liaise, and manage the Booking with the Caterer directly.

9 Data Protection

Personal data supplied on the Booking Form will be held and will be used in accordance with the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended [and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party] for statistical analysis, management, planning and in the provision of services by the Council and the Caterer. We will also be using the following Data Privacy Notice – [Nottingham City Council Privacy Notice - Nottingham City Council](#)

Indemnity/insurance

- 10.1 Neither party seeks to exclude or limit its liability for:
 - 10.1.1 Death or personal injury caused by its negligence (but will not be liable for death or personal injury caused by the other Party's negligence);
 - 10.1.2 Fraudulent misrepresentation; or
 - 10.1.3 Any other matter in respect of which, as a matter of Law, liability cannot be excluded.

10.2 The Hirer shall be liable for any loss, damage, personal injury or death arising out of or in connection with the Booking, except to the extent that such loss, damage etc. is caused by the negligence of the Council, its servants or agents.

10.3 The Hirer shall indemnify the Council against all and any losses, damage to real or personal property of the Council, or that of the Council employees, or agents which arises out of the act default or negligence of the Hirer, or his/her guests, or the breach of any term of the Agreement and against all resulting claims, demands, proceedings, damages, costs charges and expenses (including legal costs).

10.4 Unless otherwise notified to it by the Council, in accordance with Clauses 10.5 and 10.6 below, the Hirer shall be responsible for ensuring relevant insurances are in place.

10.5 Hirers Liability Insurance is available from the Council at a cost to the Hirer, for private individuals placing Bookings.

10.6 Professionals, clubs, societies, or other such organisations are responsible for obtaining and maintaining Public Liability Insurance up to a value of £2,000,000. Evidence of such insurance policies must be provided to the Council prior to the use of the relevant meeting room or conference space.

Contracts (Rights of Third Parties) Act 1999

For the avoidance of doubt nothing in the Agreement shall confer on any third party any benefit or the right to enforce any term of the Agreement, except where otherwise agreed in writing by the parties to the Agreement.