

WARWICK DISTRICT COUNCIL

ROYAL SPA CENTRE

TERMS OF LETTING

APPLICATION TO HIRE

All applications for the hire of the Royal Spa Centre must be made via The Royal Spa Centre. Applications will not be considered from persons under the age of 18 years.

The Council reserve the right to refuse any Application, or to accept any Application only upon such additional terms and conditions as the Council shall deem expedient to impose.

The Hirer means the person or persons by whom the Application is made or the Company or Organisation on whose behalf the Application is made by a duly authorised agent, as detailed on the hiring enquiry form.

The hall will not be deemed to be hired until after the applicant has been notified by confirmation email or letter that the application has been granted.

TERMS OF PAYMENT

The total hire fees must be cleared to WDC seven days before the date of hiring. The Council reserve the right to require a deposit up to the full amount of the estimated total hire cost to be paid at the time when the offer of a booking is accepted and confirmed by the hirer.

CANCELLATION OF HIRING

The Council may cancel the hiring in the event of the Council themselves being desirous of using the premises on the date on which it has been let to the hirer, or reserve the right to relocate the hirers' event to a suitable alternative venue.

If the hiring is cancelled by virtue of the provisions of this clause the Council shall refund to the hirer, without interest, any charges paid in respect of the hiring, and no further compensation whatsoever shall be payable by them to the hirer for loss or damage whatsoever suffered, or to be suffered by him, as a result of the cancellation.

The Hirer may, with the consent of the Council, surrender the hiring if he has delivered to the Royal Spa Centre Administrator a written request for such surrender accompanied by the balance of the charges payable in respect of the hiring. If such a request is so delivered not less than eight weeks before the date of hiring, only 25% of the total hiring fees will become payable. In the case of hirings which are surrendered within eight weeks a rebate of up to 75% of the hire charge may be made at the discretion of the Council subject to their being able to effect a re-letting of the Hall/Halls for the date originally booked by the hirer.

If the Hall is not re-let the total hire charges will become payable.

The Council shall be entitled to the order the vacation of the Hall and to cancel the hiring summarily if:

- (a) the Hirer fails to observe the Condition of Letting, or
- (b) at any time prior to the start of the function it appears to WDC that the Hirer has made a material omission or mis-statement in the Application Form, or
- (c) at any time prior to the start of the function the programme or other details of particulars referred to in clause 6 hereof have not been supplied or, if supplied, have not been approved by the Royal Spa Centre and confirmed.
- (d) Any sum payable under clause 2 hereof is not paid by the Hirer by the date upon which it is due.

PERMITTED USE

The Halls may not be used for any purpose other than that stated on the Application form for Hire.

Under no circumstances may the premises be sub-let by the hirer.

LAYOUT OF HALL

The hirer shall submit to the Royal Spa Centre at least six weeks before the date of the hiring, details of the proposed programme and the required position of various furniture, staging and any technical requirements for the event.

PROGRAMME CONTENT

Warwick District Council shall have the right to object to any song, speech, dialogue, business or costume which in his opinion is improper or indecorous, and such song, speech, dialogue, business or costume shall forthwith be changed or omitted as may be directed.

ADVERTISING OF EVENTS

The hirer must submit to the RSC copies of all advertising material intended to be used to publicise the event which is taking place. No advertising material shall be published and distributed stating that music and dancing or consumption of liquor will be taking place other than those specified in the licenses referred to in condition 11 hereof until the licensee has notified the hirer that an extension of the permitted hours has been obtained from the Licensing Justices.

RADIO AND TELEVISION

The hirer shall make his own arrangements for complying with the legal requirements with respect to television, radio or other telegraphic or telephonic apparatus.

LETTINGS INVOLVING LICENCES

In every letting there shall be deemed to be implied on the part of the hirer an undertaking with the council strictly to observe and perform all statutory provisions and regulations and all conditions and regulations imposed by the Justices, or the District Council applicable to any letting, and to indemnify and save harmless the Council, their officers and servants from all penalties, damages and costs which may incur in consequence of any breach of default in complying with any such provisions, regulations or conditions.

CAPACITY OF THE ROYAL SPA CENTRE

The maximum number of persons to be admitted to the as audience must not exceed:

Avon Hall	794
Newbold Hall	160

STEWARDS, DOORMEN

The RSC will provide the necessary FOH staff for all functions, to maintain good order and conduct during the hiring, to take charge of fire appliances, to report any fire or other emergency, to control the movement of the public to exits in an emergency, and to regulate the number of persons admitted. The Hirer shall be responsible for the costs incurred in order to fulfil this necessary requirement.

Additional 'Greeters' can be provided by the Hirer for customer service duties. All of these persons will be direct by and answerable to the RSC FOH Duty Manager.

CONDUCT AND GOOD ORDER

The Hirer shall take every care to secure that no undesirable person is permitted to enter the premises or otherwise make use of the same, and shall be responsible for good order and conduct during the hiring. The council reserves its Duty Manager the right order the Hall to be vacated and to terminate the letting if the premises are used for unseemly or undesirable purpose, without paying any compensation in respect thereof.

ADDITIONAL EQUIPMENT

No additional lighting or heating apparatus or equipment, whether electrical or otherwise, shall be brought or installed upon the premises other than with the consent the Technical Department.

The Hirer must ensure that any electrical equipment brought onto the premises has a current test certificate and has been inspected and tested according to the Portable Appliance Testing regulations.

No nails, hooks, screws or tacks may be driven into the walls, pillars, woodwork, floors or furniture in any part of the premises except with the consent of the Technical Department.

The RSC may refuse to allow to be brought into the venue, any article or appliance which they may consider dangerous or offensive.

CARE OF FURNITURE AND FLOORS

Every care must be taken not to damage floors, chairs and other furniture and firings. Goods or materials must not be dragged over the floor of the Royal Spa Centre or allowed to drop thereon, nor must water or other liquids be spilled on any part of that floor. No person shall walk or dance on the floor of the auditorium wearing boots or shoes liable to cause damage to the floor.

Chairs, tables, furniture and equipment whether already on the premises or brought on to the premises by the Hirer, shall not be used or placed otherwise than as may be approved by the RSC and in particular nothing shall be placed in the gangways, corridors, balcony gangways, balcony stairs, vestibules, landings, entrances or exits. ALL FIRE EXITS AND WALKWAYS MUST BE MAINTAINED AT ALL TIMES.

No open fires, petrol or gas or spirit stoves or machinery or any item dangerous or inflammable shall be brought into or used in any part of the Royal Spa Centre, except with prior agreement.

PHOTOGRAPHS

No photographs should be taken inside the Centre without the prior consent of the RSC.

LIBILITY FOR LOSS OR DAMAGE

The Council shall not be responsible for any loss, or damage arising out of the hiring, or for any loss or damage which may be incurred by or done or happen to the property of the Hirer or any person or persons resorting to the premises during the hiring, or for any loss due to any breakdown of machinery, failure of supply of electricity, leakage or water, fire, government restriction or Act of God which may cause the Royal Spa Centre to be temporarily closed or the hiring to be interrupted or cancelled. The Council may, however, in such events, without admitting any legal obligation, The Council may offer an alternative date or suitable venues or may return the charges paid by the Hirer.

ACCIDENTS OR OMISSION

The Hirer shall indemnify the Council, its officers or servants against any claim, action or proceedings made or brought in respect of or arising out of any act or omission of the Hirer and shall pay to the Council all expenses which it shall incur in respect thereof. The Council may compromise any such action or other proceeding, or any claim as aforesaid on such terms as it shall think fit, the Hirer shall thereupon repay the sum or sums paid by the Council as aforesaid.

MAKING GOOD DAMAGE

The Hirer shall repay the Council on demand the cost of reinstating or replacing any part of the Royal Spa Centre, or any property in or upon the Royal Spa Centre which shall be damaged, destroyed, stolen or removed during the period of hire. The amount of the cost shall be certified by the Council's Officer whose certificate shall be final.

Unless the Hirer shall show before the commencement of the period of hiring that any property of the Council in the Hall is damaged, such property shall be deemed to have been undamaged at the commencement of the period of time.

INSURANCE

Hirers are required to affect their own insurance in connection with the hiring of Royal Spa Centre and provide proof of this on request.

RIGHT OF ENTRY

Right of entry to the premises and any part thereof is reserved to employees of the RSC and any other Officer of the Council authorised by them and to any police officer any time during the hiring.

Entry to and vacation of premises

Entry to the RSC shall be in strict accordance to the agreed hiring entry time, the Hirer shall ensure that the Royal Spa Centre is vacated by all persons attending the function within thirty minutes after the termination of that function. And that all articles brought to the Royal Spa Centre in connection with the function are removed before the agreed hiring end time.

In the event of the time limit of hiring being exceeded, the RSC will have the right to implement the appropriate penalty charges for the additional time involved and relevant staffing costs.

RIGHT TO REFUSE ADMISSION

The RSC reserve the right to refuse admission to or remove from the Royal Spa Centre any person without stating any other reason therefore.

COMPLAINTS

Any complaint about any of the arrangements connected with the function must be made in writing to the REC within 48 hours of the cause of such complaint arising.

STAGE, DRESSING ROOMS, ETC.

Except by arrangement with Technical Department, no person other than persons taking part in the performance shall be permitted on the stage, in the stage dressing rooms, artistes bar or back stage stairways.

POSTERS AND ADVERTISING MATERIAL

Fly posting and unauthorised advertising is a breach of these terms of letting. On demand the Hirer will, forthwith, arrange for any advertisements or fly posters advertising his event to be removed. Breach of this provision would entitle the Council to cancel any future bookings of any of its facilities which may already have been made.

SALE OF GOODS

Permission to sell literature etc. from an approved position must be obtained from the RSC and commission of £50 per single event or 20% whichever is greater plus V.A.T on gross sales paid over to the Council.

The requirements of WDC must in all respects and at all times be met.

Revised June 2010.