

NORTH DOWN BOROUGH COUNCIL TERMS AND CONDITIONS OF HIRE
SIGNAL CENTRE OF BUSINESS EXCELLENCE

Interpretation

- (a) "The Council" means North Down Borough Council.
- (b) "The Centre" means Signal Centre of Business Excellence buildings and any rooms or individual facilities within the buildings.
- (c) "The Manager" means the Manager of the Centre or their designated Deputy.
- (d) "User" means any person using any of the facilities of the Centre.
- (e) "The Hirer" means the person, club, group or organisation hiring any part of the Centre or its facilities.
- (f) "Booked period" means the period or periods of any day reserved for the hirer.

Application for Hire and Charges

The facilities shall not be used for a period in excess of the period for which a booking has been accepted. In the event of this regulation being contravened the hirer will be charged for the excess period such as the Centre Manager considers appropriate for the use of that facility, but in any event not less than the normal hiring rate for that facility.

The hire period will be inclusive of the time required to set up and take down equipment and also any cleaning that that might be necessary before there is any further use of the facility.

There will be no sub-letting of the hire facilities without the Manager's prior permission in writing. The hirer shall not levy any charge in connection with any period without obtaining prior consent of the Manager to do so.

The hirer shall pay to the Council the appropriate fee set out in the scale of charges approved by the Council and in force at the date on which the facility is used by the hirer.

Cancellation by the Hirer

In the event of the hirer cancelling or failing to take up any booked period the cancellation charge is 25% if the event is cancelled between 3-6 months prior to the event, 50% if cancelled within 3 months, 75% if cancelled within 7-14 days, if cancellation occurs less than 7 days before the event 100% of the estimated cost of the event will be charged. Any cancellation or postponement should be advised to the Manager in the first instance verbally, followed by written confirmation.

Refusal or Cancellations by the Manager

The Manager of the Centre reserves the right to refuse any application or to cancel or to terminate any bookings for any reason whatsoever without being bound to give any reason for doing so. All money paid in respect of a booking cancelled in accordance with this condition will be refunded provided that these conditions and the general rules and conditions of use of the Centre have been complied with by the hirer, but North Down Borough Council shall not be liable for any expenditure incurred or loss sustained whether directly or indirectly by the hirer arising from the cancellation.

Responsibility of the Hirer for Good Order and Safety

- a) The hirer will bear sole responsibility for the administration, organisation and running of each event or activity included in the application and no responsibility whatsoever will devolve on the Council in respect to any assistance given by special agreement.
- b) The hirer must comply with all instructions issued by the Centre Manager with regard to movement and control of vehicles in the access roads or car parks of the Centre and persons in all parts of the Centre.
- c) Seating must not be re-arranged or added to and all doors, entrances, corridors and exits must be kept clear and ready for use in an emergency. The hirer will indemnify North Down Borough Council against any and all claims made against it, or losses sustained by North Down Borough Council where such claims or loss is directly or indirectly due to this failure to comply with this cause.
- d) At the conclusion of each period of hire the hirer will ensure that the premises are vacated in an orderly fashion and that toilets and all other rooms included in the arrangement are left in a clean and tidy state. Any damaged caused to any fixtures and fittings in any part of the building during the period of hire must be reported immediately to the Centre Staff.
- e) The hire agreement is not transferable unless approved by the Centre Manager and any transfer may be subject to such special conditions as the management considers appropriate.
- f) The hirer will pay to the Council on demand the cost of repairing any damage caused to any part of the building or any fixtures or fittings therein during the period of hire. Failure to tender payment for such repairs within 14 days of the date of the invoice may result in further bookings being refused and interest being added to the outstanding amount.
- g) The Management of the Centre reserve the right to refuse entry to the Centre or any part or parts of the Centre to any person suspected of having partaken of an excess of alcohol or drugs. The judgement of the Centre Staff in this regard will be final.

Alterations of Rules and Conditions

North Down Borough Council through the Chief Executive and Town Clerk reserves the right, without prior notice at any time, to alter or amend the whole or any of these rules and conditions.

Breach of Conditions

- a) If any booked period or periods of hire is cancelled by the Manager as a result of a breach of any of these conditions of hiring and general conditions of use of the Centre, the hirer shall remain liable for the charges due for the hire periods, but without prejudice to any claim which North Down Borough Council may have against them arising out of such a breach. The decision of the North Down Borough Council as to whether any action or omission is a breach of these conditions shall be final.
- h) In the event of any breach of these rules and conditions the user may be required by the Manager to leave the Centre and will forfeit the charge paid by him for entry or use of the facilities, but without prejudice to any claim which North Down Borough Council may have against him by virtue of these rules and conditions or any other legal rights or remedies whatsoever.