

# **Newbattle Bee Academy Hire Terms and Conditions**

## **General Conditions of Letting**

### **DEFINITIONS:**

In these conditions of hire:

"The Hirer" means the person signing the booking form.

"The Premises" means the Newbattle Bee Academy.

"The period of hire" means the date(s) and time(s) for hire referred to in the booking form and other correspondence.

"The Authorised Committee Member" means the NBA representative or any person or persons nominated by him/her.

### **GENERAL CONDITIONS:**

1. The hirer shall not use the premises or permit the premises to be used for any other purpose other than for the purpose or purposes specified in the booking form. The hirer will be responsible for the conduct and behaviour of all people attending their event.
2. The hirer shall take good care of, and shall not cause any damage or permit any damage to be done to the premises, or any part of the premises or the fixtures, fittings and equipment on the premises or any other building or structure within the vicinity of the premises, and any damage caused or permitted by the hirer, or any other person using the premises shall be made good by NBA at the cost to the hirer and the hirer shall inform the Authorised Committee Member of any such damage as soon as possible. The cost of such damage shall be certified by the Authorised Committee Member whose decision shall be final.
3. The hirer shall be liable for and shall indemnify NBA against all actions, proceedings, claims, damages, charges, costs, expenses made against NBA in respect of any damage, theft or loss of property, goods, articles or things placed, deposited, brought into or left upon the premises by the hirer for his use or by any other person using the premises by reason of his/her hire unless due to the negligence of NBA.
4. NBA shall not be liable for any loss due to any industrial action, breakdown of machinery, failure of supply of electricity, leakage of water, fire, Government restrictions or any other circumstances beyond its reasonable control, which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled, nor for any failure of the hirer to gain access to the premises unless due to negligence of NBA.
5. The hirer shall be liable for, and shall indemnify NBA against all actions, proceedings, claims, damages, charges, costs expenses whatsoever brought or made against NBA in respect of any personal injury to or the death of any person arising out of or in the course of the hire of the premises by the hirer, unless due to negligence of NBA.
6. The Authorised Committee Member of NBA can refuse the right of entry at any time during the hire period.
7. The hirer and their guests shall, during the period of hire and during such other times as they, or any of them shall be in the premises for the purpose of the hiring comply with all requirements of the Authorised Committee Member.
8. The hirer shall, during the period of hire be responsible for:

The efficient supervision of the premises, including the orderly and safe admission and departure of persons to and from the premises and assisting the Authorised Committee Member in the orderly and safe clearance of the premises in case of emergency. Keeping the premises safe and ensuring good order and decency is maintained

9. If you fail, in the opinion of the Authorised Committee Member, to comply with clause 7 he/she shall be permitted to suspend or terminate the function for which the immediate clearance of the premises may be required. NBA will not be liable for any damages arising from the termination or suspension unless arising directly from NBA's negligence
10. The hirer and others allowed on the premises by reason of its hire shall leave the premises by the expiry of the hire period. If they have not, the hirer will be required to pay NBA a surcharge amounting to the NBA's normal hire charge for the premises until the premises have been cleared.
11. The use of any equipment provided by NBA is at the risk of the hirer and NBA will accept no liability or responsibility for it unless any damage to it is due solely to the negligence of NBA.

12. The hirer shall be wholly liable and responsible for any loss or damage to the premises or any part of it or its fixtures or fittings or to any of NBA's equipment used by him/her or by persons permitted on the premises by reason of his/her hire.
13. No furniture or fittings or equipment shall be moved or removed by the hirer.
14. The hirer shall not permit the use of any naked lights or fireworks. in any part of the premises or in the vicinity of the premises.
15. Alcohol or drugs may not be brought on to or consumed on the premises.
16. NBA will, at their own expense, provide for the normal heating and normal lighting of the premises, but shall not be responsible for any failure thereof or defect to the heating and/or lighting or loss or damage resulting therefrom unless due solely to their negligence.
17. All furniture, apparatus, appliances, equipment and other supplies brought or sent to the premises by or on behalf of the hirer shall be unloaded, placed in position and removed by the hirer at such time or times as the Authorised Officer may direct.
18. The hirer shall not assign or sub-let any interest in the premises or any part of it and shall not use the premises for any other purpose than that set out in the booking form.
19. The hirer shall observe and comply with the terms, conditions, restrictions and requirements of any Act of Parliament, Statutory Instrument, Regulations or Licence under which the premises or any part thereof may be used.
20. **Cancellation:**  
Bookings cancelled between 30 and 14 days of the event will be subject to a charge of 25% of the total hire cost. Bookings cancelled after 14 days before the event will be subject to the total hire cost.
21. NBA may cancel the hiring at any time without stating a reason, and if so NBA shall refund to the hirer all monies paid by him/her to NBA any monies payable for the period of the hire unpaid at the time of cancellation shall cease to be payable unless the cancellation is due to some act or default of the hirer provided always that NBA shall not be liable to pay any compensation to the hirer in respect of such cancellation.

