

# Premise Hire for Events

## Terms and Conditions of Booking

*These terms and conditions apply to the Hire of the Site and form a binding contract between the Hirer and Sandwell Council, along with the Booking Documentation and known as the 'Agreement'.*

1. DEFINITIONS		
1.1	<b>Hirer</b>	<b>Means</b> the person identified as having control of the premises and having a common duty of care to all their lawful visitors.
1.2	<b>Sandwell Council</b>	<b>Means</b> Sandwell Metropolitan Borough Council and includes its successors in title.
1.3	<b>Agreement</b>	<b>Means</b> these booking conditions which shall form part of the contract between Sandwell Council and the Hirer.
1.4	<b>Event</b>	<b>Means</b> the purpose for which the Site has been booked.
1.5	<b>Booking Documentation</b>	<b>Means</b> the booking application, and all other documents completed by the Hirer for the purpose of the Hire.
1.6	<b>Charges</b>	<b>Means</b> the charges paid by the Hirer to Sandwell Council for the Hire of the Site, the administration and booking fees and any other additional costs paid to Sandwell Council.
1.7	<b>Hire</b>	<b>Means</b> the hire of the Site for the duration of the Period of Hire by the Hirer from Sandwell Council for the payment of the Charges.
1.8	<b>Notice</b>	<b>Means</b> the written notification of the intent of cancellation, termination, or postponement of an event either by Sandwell Council or the Hirer.
1.9	<b>Period of Hire</b>	<b>Means</b> the times and dates agreed between the Hirer and Sandwell Council for which the Hirer is entitled to use the site. For the avoidance of doubt, such period will include the time to set up and depart from the site.
1.10	<b>Site</b>	<b>Means</b> the site for which the event shall take place as approved by Sandwell Council, including the room(s), all fixtures, fittings, and moveable property therein.

2. GENERAL HIRER OBLIGATIONS	
2.1	The Hirer must be 18 years of age or over and shall be the person by whom the Terms and Conditions and Booking Documentation for the Hire is signed. Such person shall be responsible for the payment of the Charges in respect of the Hire and for the observance and performance in all respects to the terms and conditions of this Agreement.
2.2	It is the responsibility of the Hirer to ensure that all information provided within the Booking Documentation:
2.2.1	Is to their knowledge true and accurate and shall inform Sandwell Council of any time that they become aware of any changes or inaccuracies within the information; and
2.2.2	Provides Sandwell Council with the Hirer's intended use of the Site and all proposed activities that will take place during the Hire, the risk inherent in the Hire and lists any abnormal use to which is intended.
2.3	The Hirer is responsible for all aspects of the Hire, administration, supervision, and management of the event, including but not limited to:
2.3.1	Safe and orderly vacation of the Site of all guests/ticket holders within the specified Period of Hire.
2.3.2	Leaving the Site in a clean and safe condition.
2.3.3	Safe removal of any and all equipment that has been brought in by the Hirer.
2.4	The Hirer is responsible for ensuring that any third-party persons present at the Site for the purpose of the Hire comply with the terms and conditions of this Agreement. For the purpose of this clause, third-party persons include but are not limited to the staff of the Hirer, whether or not they are paid, representatives, sub-contractors, agents and any other persons on the Site for the purpose of assisting with the Hire.



<b>2.5</b>	It is the Hirer's responsibility to be in attendance at all times during the use of the Site or to nominate a competent representative who will take ownership in the place of the Hirer. The Hirer must make Sandwell Council aware of the chain of command and those persons with responsibility.
<b>2.6</b>	At the request of Sandwell Council, the Hirer must provide within a reasonable time the following:
<b>2.6.1</b>	All information requested by Sandwell's Safety Advisory Group. Attendance at a meeting may be required.
<b>2.6.2</b>	A detailed programme of events taking place during the Hire, and
<b>2.6.3</b>	Any other information as Sandwell Council requests
<b>2.7</b>	Failure to provide the items listed in Clause 2.5 may result in the termination of this Agreement.
<b>2.8</b>	The Hirer shall treat all information belonging to Sandwell Council as confidential and safeguard it accordingly. The Hirer shall keep all information and material supplied by Sandwell Council in relation to the Hire as confidential information until approval to disclose is provided by Sandwell Council.
<b>2.9</b>	The Hirer shall (and shall procure that all its staff) comply with any notification requirements under the Data Protection Act 2018 and shall duly observe all their obligations under the Data Protection Act 2018 which arise in connection with this Agreement.
<b>2.10</b>	The Hirer shall comply with all applicable anti-slavery and human trafficking laws, statutes, and regulations from time to time in force, including but not limited to the Modern Slavery Act 2015.
<b>2.11</b>	It is the responsibility of the Hirer to ascertain whether Disclosure and Barring Service (DBS) checks are required and to ensure that such checks are taken of all their employees (paid and unpaid) and must ensure that they have complied with the DBS Code of Practice.

<b>3. REFUSAL OF BOOKING</b>	
<b>3.1</b>	Applications will not be considered:
<b>3.1.1</b>	From persons under 18 years of age.
<b>3.1.2</b>	If made otherwise than upon the official application form.
<b>3.2</b>	Sandwell Council reserves the right to refuse any application for the Hire of a Site without any reason for such refusal.
<b>3.3</b>	Sandwell Council have the right to refuse the Hirer's booking request where Booking Documentation is not received.
<b>3.4</b>	Sandwell Council have the right to refuse the Hirer's booking request where the Hirer holds an outstanding invoice payable to any department of Sandwell Council.
<b>3.5</b>	Applications must be completed and returned within 10 days or the date the Site is to be hired shall be released and may be given to someone else. No public announcement of any function shall be made until the application for hire has been accepted on behalf of Sandwell Council in writing.
<b>3.6</b>	In the case of some larger events, Sandwell Council will require evidence that the Hirer has successfully organised similar events previously.
<b>3.7</b>	Where Sandwell Council is not familiar with the Hirer, references may be requested prior to approval of venue hire.

<b>4. PAYMENT</b>	
<b>4.1</b>	The Hirer must:
<b>4.1.1</b>	Pay the invoice for the Charges sent from Sandwell Council in full within 28 days of the date of the invoice or pay the Charges prior to the date of the Hire, whichever is sooner.
<b>4.1.2</b>	Pay the Charges whether or not the Hire is actually exercised on a particular occasion in accordance with the cancellation policy set out in Clause 6.6.



<b>4.1.3</b>	Pay additional charges imposed by Sandwell Council where the Hirer has occupied the Site outside of the Period of Hire.
<b>4.1.4</b>	Pay a deposit at the time of booking when the Period of Hire falls on key dates including but not limited to Bank Holiday weekends and dates of cultural significance.
<b>4.1.5</b>	Pay additional charges relating to Performing Rights fees as in relation to the schedule of the Event.
<b>4.2</b>	Sandwell Council may ask for a returnable bond of no less than £250 to be held against any damage sustained as a consequence of the Hire. The exact amount will be determined by Sandwell Council and confirmed to the Hirer at the time of booking.
<b>4.3</b>	Where the Hirer fails to pay in accordance with this Clause, they must pay the Charges in full and Sandwell Council have the discretion to terminate this Agreement.
<b>4.4</b>	Where the Hirer fails to comply with Clause 8 of this Agreement, Sandwell Council may put the Site in a state of good order and condition and charge the Hirer for such costs as additional Charges.
<b>4.5</b>	Where the Hirer fails to comply with Clause 13 of this agreement, Sandwell Council will instigate the removal of marketing materials and charge the Hirer for such costs as additional Charges.
<b>4.6</b>	Any works or activities which the Hirer requires Sandwell Council to undertake in preparation for, or assistance with, the Event must be requested in writing and formally agreed by Sandwell Council prior to the event. Any such work undertaken will be recharged to the Hirers as additional Charges.
<b>4.7</b>	Where the Hirer wishes to undertake broadcasting or filming during the Hire, an application must be made to Film Birmingham to whom additional charges will be payable.

<b>5. CANCELLATION, TERMINATION OR POSTPONEMENT</b>											
<b>5.1</b>	Notice must be in writing and is effective on the day that it is received.										
<b>5.2</b>	Notice to Sandwell Council must be sent to: <a href="mailto:townhalls@sandwell.gov.uk">townhalls@sandwell.gov.uk</a>										
<b>5.3</b>	Notice to the Hirer must be sent to the email address given on the Booking Documentation.										
<b>5.4</b>	Sandwell Council will notify the Hirer where Notice is to be sent to an alternative address than that in Clause 5.3.										
<b>5.5</b>	Cancellation by the Hirer must be by way of Notice to Sandwell Council.										
<b>5.6</b>	Where the Hirer cancels its Hire, they shall be liable to pay the Charges to Sandwell Council as follows: <table border="1" data-bbox="391 1288 1324 1478" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Notice Period</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>3 Months Prior to Event Date</td> <td>10% of the Charges</td> </tr> <tr> <td>Six Weeks Prior to Event Date</td> <td>25% of the Charges</td> </tr> <tr> <td>Less Than Six Weeks Prior to Event Date</td> <td>75% of the Charges</td> </tr> <tr> <td>Less Than Two Weeks Prior to Event Date</td> <td>100% of the Charges</td> </tr> </tbody> </table>	Notice Period	Amount	3 Months Prior to Event Date	10% of the Charges	Six Weeks Prior to Event Date	25% of the Charges	Less Than Six Weeks Prior to Event Date	75% of the Charges	Less Than Two Weeks Prior to Event Date	100% of the Charges
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<b>5.7</b>	Where the Hirer wants to postpone the Hire, they must: <table border="1" data-bbox="167 1545 1532 1724" style="margin-left: auto; margin-right: auto;"> <tr> <td><b>5.7.1</b></td> <td>Not do so where there is a variation to the Hire or information provided within the Booking Documentation and must instead cancel the event in accordance with Clause 5.5 and 5.6.</td> </tr> <tr> <td><b>5.7.2</b></td> <td>Give Sandwell Council at least 28 days' Notice of that postponement.</td> </tr> <tr> <td><b>5.7.3</b></td> <td>Be liable to pay the Charges of the Hire as it will be on the date of the actual Hire.</td> </tr> <tr> <td><b>5.7.4</b></td> <td>Comply with all terms in this Agreement and any relevant legislation relating to the Hire.</td> </tr> </table>	<b>5.7.1</b>	Not do so where there is a variation to the Hire or information provided within the Booking Documentation and must instead cancel the event in accordance with Clause 5.5 and 5.6.	<b>5.7.2</b>	Give Sandwell Council at least 28 days' Notice of that postponement.	<b>5.7.3</b>	Be liable to pay the Charges of the Hire as it will be on the date of the actual Hire.	<b>5.7.4</b>	Comply with all terms in this Agreement and any relevant legislation relating to the Hire.		
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<b>5.7.4</b>	Comply with all terms in this Agreement and any relevant legislation relating to the Hire.										
<b>5.8</b>	Where the Hirer fails to provide Notice in compliance with Clause 5.6 and 5.7 of this Agreement, Sandwell Council will be entitled to the full Charges.										
<b>5.9</b>	Sandwell Council reserve the right to cancel the Hire with immediate effect, without Notice where: <table border="1" data-bbox="167 1836 1532 1908" style="margin-left: auto; margin-right: auto;"> <tr> <td><b>5.9.1</b></td> <td>The Hirer fails to provide Sandwell Council with its insurance documentation in compliance with Clause 7.</td> </tr> <tr> <td><b>5.9.2</b></td> <td>It suspects that the Hire could result in danger which cannot be managed by the Hirer.</td> </tr> </table>	<b>5.9.1</b>	The Hirer fails to provide Sandwell Council with its insurance documentation in compliance with Clause 7.	<b>5.9.2</b>	It suspects that the Hire could result in danger which cannot be managed by the Hirer.						
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<b>5.9.3</b>	Has reasonable belief to suspect that the information on the Booking Documentation is purposefully incorrect or inaccurate.
<b>5.9.4</b>	It suspects that unlawful activity may take place as a result of the Hire or that the purpose of the Hire can result in criminal offence.
<b>5.9.5</b>	The Site becomes or is not fit for the purpose of the Hire.
<b>5.9.6</b>	The Hirer fails to comply with the terms of this Agreement and Sandwell Council deems it reasonable and proportionate to cancel such Hire.
<b>5.9.7</b>	The event poses a threat to public health.
<b>5.9.8</b>	Sandwell Council considers it necessary due to any cause outside of their control.
<b>5.9.9</b>	Sandwell Council appraises that the booking will result in a negative cost impact.
<b>5.9.10</b>	Payment is not made by the Hirer by the date upon which it is due.
<b>5.9.11</b>	In the event of Sandwell Council themselves requiring the Site on the date on which it has been hired in connection with an occasion of National Rejoicing or Mourning or for a purpose which, in the opinion of Sandwell Council, is of Civic or National Importance.
<b>5.9.12</b>	In the event of the Site being required on the date on which it has been hired for the purpose of Parliamentary or Local Elections.
<b>5.10</b>	In the event where Sandwell Council have cancelled the Hire under Clause 5.9, the Hirer will be refunded the Charges minus the booking fee and Sandwell Council shall not be held liable or required to pay compensation for any loss sustained as a result of or in any way arising out of the cancellation of the Hire.

<b>6. PERMITS AND LICENCES</b>	
<b>6.1</b>	Sandwell Council will provide the Hirer with permissions to Hire the Site according to the information provided within the Booking Documentation and permissions will not apply to any subsequent additions or alterations thereafter Approval.
<b>6.2</b>	The Hirer shall comply with the following particulars at all times during the Agreement:
<b>6.2.1</b>	Sandwell Council shall grant to the Hirer its permit and permission to use the Site during the Period of Hire for the purpose of the Hire, on the terms and conditions which are set out in this Agreement.
<b>6.2.2</b>	The permit which shall be granted to the Hirer pursuant to clause 6.2.1 shall be personal to the Hirer. The Hirer shall not purport to assign, or transfer said permit (whether in whole or in part) to any third party at any time.
<b>6.2.3</b>	The Hirer shall not acquire any exclusive rights of possession of a Site or otherwise be a tenant or lessee of a Site.
<b>6.2.4</b>	The Hirer shall not use a Site for any purpose other than the Hire.
<b>6.2.5</b>	The Hirer shall not be entitled to exclude Sandwell Council and/or its agents and employees from a Site, or (without limitation) otherwise prevent them from carrying out any necessary repairs or maintenance to the same at any time.
<b>6.3</b>	It is the responsibility of the Hirer to ensure that all necessary licences, permits or other consent which may be required is obtained, whether from Sandwell Council or otherwise, before the Event may take place and shall, where requested, produce to Sandwell Council on demand copies of such licence, permit or consent. If any such licence, permit or consent has not been obtained, Sandwell Council reserve the right to cancel the booking.
<b>6.4</b>	No work or matter in which copyright exists shall be performed at a Site without the consent of the copyright owner. The Hirer indemnifies Sandwell Council if any claim made upon it by reason of copyright infringement.
<b>6.5</b>	The Hirer agrees to provide accurate returns in relation to Performing Rights fees, to be submitted to Sandwell Council before completion of the Period of Hire. Accurate information must be received when requested and failure to provide this information will necessitate an estimated account being rendered by Sandwell Council.



<b>7. INDEMNITY AND INSURANCE</b>	
<b>7.1</b>	All Hirers are required to have in place for the duration of this Agreement their own Public Liability Insurance from a reputable insurance company at the required level of £5 million limit of liability per claim, or more as requested by Sandwell Council at their discretion, prior to the Hire of any Site and any other insurances for the purpose of the Hire.
<b>7.2</b>	The Hirer must produce a valid certificate of insurance, and such other documentation as requested at any time by Sandwell Council as is necessary to demonstrate that the Hirer has complied with its obligations under clause 8 of this Agreement prior to the Hire. Failure to do so can result in termination under Clause 5.9 of this Agreement.
<b>7.3</b>	The Hirer shall not do or permit anything, or make any omission, which might cause any insurance to be voided.
<b>7.4</b>	The terms of any insurance or the amount of cover shall not relieve the Hirer of any liabilities incurred in connection with this Agreement.
<b>7.5</b>	The Hirer shall inform Sandwell Council in writing whenever there is any change to the insurance referred to in Clause 7 (including any change in the scope or level of cover or the identity of the insurer).
<b>7.6</b>	The Hirer shall indemnify and keep indemnified Sandwell Council in full against all claims, demands, actions or proceedings in respect of but not limited to:
<b>7.6.1</b>	Any infringement of copyright or the unauthorised playing, performance, or use of any sound recording or any sound recording reproduction equipment or any other apparatus occurring during the Period of Hire on the Site.
<b>7.6.2</b>	Any damage or loss of property on the Site belonging to any person arising from or in connection with the Hire.
<b>7.6.3</b>	The death or injury of any person which arose from an accident or occurrence in connection with the Hire of the Site.
<b>7.7</b>	Where Sandwell Council have made a claim in respect of the Hire, Sandwell Council shall on demand recover the excess from the Hirer.

<b>8. USE OF THE SITE</b>	
<b>8.1</b>	The Hirer must ensure:
<b>8.1.1</b>	That the Site is left clean and tidy at the end of each day during the Period of Hire and left in the same condition as the start of the Hire.
<b>8.1.2</b>	Removal of all items brought onto the Site.
<b>8.1.3</b>	Removal of all rubbish and litter.
<b>8.2</b>	The Hirer must ensure that no damage is caused to the Site during the Period of Hire.
<b>8.3</b>	The Hirer will not make any alterations or additions to the Site, nor may any fixtures be installed or attached in any way to any part of the site without prior written approval from Sandwell Council. The Hirer will ensure that no bolts, tacks, screws, bits, pins, Sellotape, blutack or other like materials are attached/driven or fixed to any part of the Site.
<b>8.4</b>	No alteration shall be made to the gas, electricity, or water supplies at the Site. No additional lighting, engines, substances of an inflammable or explosive character or likely to cause offence by reasons of smoke, smell, fumes, etc. shall be taken into the Site by the Hirer or his agents without prior written consent from Sandwell Council.
<b>8.5</b>	No preparatory operations are to commence, or equipment to be brought on to the Site before the agreed Period of Hire unless prior written confirmation from Sandwell Council has been received.
<b>8.6</b>	The Site must be cleared of all equipment and persons by the end of the Period of Hire unless prior written confirmation from Sandwell Council has been received.
<b>8.7</b>	Sandwell Council reserve the right to levy an additional charge within the appropriate timescale for any excess period used outside of the Period of Hire.



<b>8.8</b>	Any property left unattended at any time is done so at the Hirer's risk and it is their responsibility to ensure that security measures are organised where required.
<b>8.9</b>	The Hirer must ensure that the number of persons on Site at any one time do not exceed those outlined in the Booking Documentation form.
<b>8.10</b>	The Hirer shall be responsible for supervising the behaviour of all persons using the Site and will not allow its use in such a manner to as be likely to cause nuisance or annoyance to the occupiers of neighbouring premises or other Site users.
<b>8.11</b>	The Hirer will ensure that no persons using the Site trespass into areas of the Site not agreed for use in the Booking Documentation.
<b>8.12</b>	It is the responsibility of the Hirer to inform Sandwell Council by way of Notice within 48 hours of becoming aware of any wrongdoing that has occurred on the Site whether or not it was in connection with the Hire or any damage to the Site whether or not it occurred before, during, or after the Hire with such obligation being valid after the end of the Period of Hire.
<b>8.13</b>	The Hirer will ensure that the use of sound amplification devices does not impede regulatory guidance and bylaws relating to the prevention of nuisance and that noise levels are monitored.
<b>8.14</b>	The Hirer will consult with Sandwell Council regards any intentions to broadcast coverage of any Event or if photographs are to be taken. Any filming requirements (except for news filming by media or partner organisations) must follow the application process handled by Film Birmingham.
<b>8.15</b>	Where the Hirer brings in the services of an external caterer, this is dependent upon the persons undertaking such work being able to prove adequate training and competence to do so. It is the Hirer's responsibility to ensure that the caterer has a documented Food Safety Management System and understanding of current food hygiene legislation and working practices which will identify, control and monitor all steps and activities of their food business to ensure that food produced and/or served on the Site is safe to eat.
<b>8.16</b>	Sandwell Council requires that all catering suppliers are registered with the Local Authority in which the caterer is based and hold a minimum food hygiene rating of 4.
<b>8.17</b>	The Hirer agrees that the catering process will take place between the Hirer and the external caterer. The Hirer understands that the catering supplier must provide all equipment
<b>8.18</b>	Where the Hirer chooses to domestically cater, a written disclaimer should be completed to ensure that all food produced and/or served on the Site is safe to eat.
<b>8.19</b>	All soft and alcoholic beverages must be purchased from the Sites bar, unless prior written consent from Sandwell Council has been granted to vary this term.
<b>8.20</b>	No alcohol is to be brought into, sold or consumed on the Site without the prior written consent of Sandwell Council. The sale or consumption of alcohol must always be undertaken in respect of the Premises and/or TEN licence in affect at the Site.

<b>9. HEALTH AND SAFETY</b>	
<b>9.1</b>	The Hirer shall be responsible for managing all aspects of the event, its set up, and break down in accordance with these Terms and Conditions and any requirements as set out by Sandwell's Safety Advisory Group (SAG).
<b>9.2</b>	The Event may be subject to an initial screening and may require the endorsement of a SAG. The SAG will require that the Hirer provide the following Booking Documentation as a minimum:
<b>9.2.1</b>	Event Management Plan
<b>9.2.2</b>	Event Risk Assessment
<b>9.2.3</b>	Event Medical Plan
<b>9.2.4</b>	Event Site Plan
<b>9.3</b>	Where the Hirer is required to attend a SAG, such a commitment is a condition of use of any Site under the control of Sandwell Council.



<b>9.4</b>	The Hirer shall be responsible for ensuring the safety of all persons involved in the event, and the safety of the general public attending the event. This condition shall apply whilst the event is in progress and during any setting up and taking down of equipment which may be necessary prior to and after the event.
<b>9.5</b>	Where applicable, the Hirer must comply with the 'Health and Safety at Work Act 1974' and 'Management of Health and Safety at Work Regulations 1999'.
<b>9.6</b>	The Hirer must:
<b>9.6.1</b>	Keep the Site clear of obstruction.
<b>9.6.2</b>	Keep pathways and access points on the Site clear to allow for emergency access.
<b>9.6.3</b>	Ensure that adequate first aid cover is in place at all times, in line with Purple Guide standards and event size.
<b>9.6.4</b>	Provide Sandwell Council with contact details including the name and phone number of a person in charge or their designated representative of whom can always be contactable in the case of an emergency during the Period of Hire.
<b>9.6.5</b>	Ensure that they carry out their Hire with adequate provisions to ensure the safety of all persons on the Site.
<b>9.6.6</b>	At all times hold responsibility for ensuring they have the correct equipment for the use and purpose of the Hire of the Site.
<b>9.7</b>	The Hirer will make sure that they and those in attendance of the event do not act unlawfully or in a way to constitute a criminal offence.
<b>9.8</b>	All electrical equipment used during the Hire must comply with the 'Code of Practice for In-Service Inspection and Testing of Electrical Equipment 4 <sup>th</sup> Edition' and have been PAT rested. Evidence of such may be requested at any time.
<b>9.9</b>	The Hirer shall be responsible for providing an adequate number of stewards or Security Industry Authority (SIA) licenced security staff which will be determined by Sandwell Council. Stewards shall be present throughout the Hire where members of the public are admitted and are adequately trained on emergency protocols.
<b>9.10</b>	The site shall be kept properly illuminated to the satisfaction of Sandwell Council during the Period of Hire.

## 10. EMERGENCIES

<b>10.1</b>	Sandwell Council shall have the right to cancel any Period of Hire forthwith in the event that the Site is affected by an emergency of any kind. Sandwell Council will consider refunding part or all of Charges paid, and the amount shall be at Sandwell Council's sole discretion.
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## 11. RIGHT OF ENTRY

<b>11.1</b>	Facilities Management staff or any relevant employees of Sandwell Council or other authorised persons shall be allowed unimpeded access throughout all parts of the Site during the Period of Hire.
<b>11.2</b>	The Hirer shall immediately comply with all and any instructions, whether oral or in writing, given during the Period of Hire, by any officer of Sandwell Council. The Hirer will ensure its staff, contractors, agents, and guests comply likewise.
<b>11.3</b>	Sandwell Council reserves the right to refuse admission to or evict any person from the Site.
<b>11.4</b>	Sandwell Council reserves the right to fix a maximum limit for the number of persons attending the Event.



<b>12. PROHIBITION</b>	
<b>12.1</b>	No personal shall in any part of the Site:
<b>12.1.1</b>	Bring, place, or erect any permanent furniture fitting, erection, or structure.
<b>12.1.2</b>	Place or fix any additional or decorative lighting or any decoration, or similar items without the prior written consent of Sandwell Council.
<b>12.2</b>	The use and release sky lanterns/Chinese lanterns, helium balloons, smoke machines, ceremonial fire, and fireworks are all strictly prohibited on all Sites.

<b>13. ADVERTISEMENTS AND FLY POSTING</b>	
<b>13.1</b>	The Hirer must not affix Sandwell Council's name or logo to any advertisement in connection with the Hire without the prior written consent of Sandwell Council.
<b>13.2</b>	The Hirer must not place, fix or exhibit any advertisement in or upon any part of the Site without the prior written consent of Sandwell Council and where such consent is given the Hirer must, at its own expense, remove all advertising materials affixed or distributed on and around the site.
<b>13.3</b>	No persons shall in any part of the Borough place, fix, or exhibit any advertisement in any location without the prior written consent of Sandwell Council.
<b>13.4</b>	The Hirer should not advertise the requested Event until Sandwell Council has formally provided Approval in Principle. Sandwell Council will not be liable for any costs incurred due to advertising an Event that is not approved.

<b>14. ASSIGNMENT</b>	
<b>14.1</b>	The Hirer shall not assign the benefit or burden of this Agreement, or any part thereof sub-let any part of the Site.

<b>15. VARIATIONS TO AGREEMENT</b>	
<b>15.1</b>	The Hirer shall not sub-contract, or transfer, or assign any of its rights and obligations under this Agreement to any third party without first obtaining Sandwell Council's written consent. Such consent will be at the absolute discretion of Sandwell Council.
<b>15.2</b>	If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, or indications to the effect are received by either of the parties from any competent authority, the parties shall amend that provision in such a reasonable manner as achieves the intention of the parties without illegality. Alternatively (at the discretion of Sandwell Council and following consultation with the Hirer) the provision in question may be severed from this Agreement, whereupon the residual provisions on this Agreement shall remain in full force and effect.
<b>15.3</b>	Any failure by either of the parties to insist upon the performance of any of the conditions of this Agreement (or to exercise any right under this Agreement) shall not be construed as a waiver by such party and this Agreement shall continue and remain in full force and effect notwithstanding any such failure.
<b>15.4</b>	This agreement does not (and is not intended to) confer any rights on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999, or otherwise.
<b>15.5</b>	This Agreement represents the entire agreement and understanding of the parties and supersedes any previous agreements, arrangements, or representations (whether in writing or not) between the parties relating to the subject matter of this Agreement.
<b>15.6</b>	No amendment to this Agreement shall be effective unless in writing and signed by an authorised signatory on behalf of each of the parties.



<b>15.7</b>	Nothing in this Agreement creates a partnership or joint venture or relationship of employer and employee or principal and agent or landlord and tenant between the Hirer and Sandwell Council.
<b>15.8</b>	This Agreement is governed by the Law of England and Wales, and the parties undertake to submit to the exclusive jurisdiction of the English Courts.

<b>DECLARATION</b>	
I have read and understood these conditions and agree to be bound by them.	
<b>Name of Event</b>	
<b>Event Date</b>	
<b>Print Name</b>	
<b>Signature</b>	
<b>Date</b>	

**Failure to return a copy of the signed Terms and Conditions will result in the cancellation of the Hire.**

