



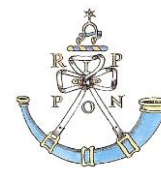
CONDITIONS OF HIRE FOR HUGH RIPLEY HALL

1. All applications for the hire of **Hugh Ripley Hall**, herein after called the Hired Premises must be forwarded to the Clerk to the City Council, Town Hall, Market Place South, Ripon HG4 1DD

The person by whom this application is signed shall be considered the hirer unless the hiring is declared to be on behalf of a specific promoting organisation. Where a promoting organisation is named above that organisation also shall be considered the hirer and shall be jointly and severally liable hereon with the person who signs the form.

When a company is applying to hire the premises, then the form shall be signed by either a Director or Secretary of the company; in the case of a partnership, then the form should be signed by a Partner, and in that case each of the partners in the partnership are jointly and severally liable.

2. The hire of the Hired Premises does not entitle the hirer to use or enter the Hired Premises of **Hugh Ripley Hall** at any time other than during the specific hours for which the Hired Premises are hired unless prior arrangements have been made with Ripon City Council and confirmed in writing.
3. The hirer shall not sub-let the Hired Premises or any part thereof nor shall he use the Hired Premises for any purpose other than the purpose declared on the Booking Form.
4. The hirer shall take good care of and shall not cause any damage to or permit or suffer any damage to be done to the Hired Premises or to any part or parts thereof or to any fittings, equipment or other property therein and shall make good and pay for any damage thereto (including accidental damage) caused by an act or neglect of himself, his servants, agents or any person resorting to the Hired Premises by reason of the use of the Hired Premises by him.
 - (a) Under no circumstances will the Council make good or accept responsibility or liability in respect of any damage to or theft or loss of any property, goods, articles or things whatsoever placed, deposited, brought into or left upon the Hired Premises either by the hirer for his use or purposes or by any other person or left or deposited with any other officer or servant of the Council and the hirer must indemnify and hold the Council and their servants and officers harmless in respect thereof.
 - (b) The Council shall not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, Government restriction, or any circumstances beyond the reasonable control by the parties to this Agreement (including, without limitation, any strike, lockout or other form of industrial action), or act of God which may cause the Hired Premises to be temporarily closed.
 - (c) Notwithstanding the generality of the foregoing, the hirer will indemnify and keep indemnified the Council from and against all loss, damage, actions, proceedings, suits, claims, demands, costs, damages and expenses in respect of any injury to or the death of any person, damage to any property movable or immovable or otherwise by reason of or arising in anyway directly or indirectly out of the hirer's use of the hired premises or the non-performance or non-observance of any of the hirer's agreements, conditions and stipulations on the hirer's part hereinafter contained.
5. The hirer shall be liable for and shall indemnify the Council in respect of any loss, damage or injury which may be incurred by or be done or happen to the hirer or any person or persons in his employ or any of his sub-contractors or by or to any other person or persons resorting to the Hired Premises by reason of the used of the Hired Premises by the hirer.
6. The hirer shall take out adequate insurance to insure the hirer and members of the hirer's organisation and invitees against all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Bookings Officer. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Bookings Officer to re-hire the premises to another hirer.
7. The right of entry to the Hired Premises is reserved to the members of Ripon City Council Hugh Ripley Hall Committee, any authorised member of staff of the Council and by any other duly authorised agent of the Council and any police officer at any time during the hiring.
8. No copyright, dramatic or musical work shall be performed or sung without the licence of the owner of the copyright and all such licences shall be produced to The Clerk of Ripon City Council before the commencement of the hiring. The hirer shall indemnify the Council against any infringement of copyright, which may occur during the hiring.
9. The hirer shall be responsible for good order being kept at the Hired Premises during the hiring including ensuring that cars are parked carefully without obstructing the highway, other visitors or local residents and the Council may, if it thinks fit, charge the hirer for any additional expense it may incur in engaging police constables to preserve order prior to, during or after any entertainment or meeting at said premises.



10. The Council reserve the right to put a stop to any entertainment or meeting not properly conducted.
11. No bolts, nails, tacks, screws, bits, pins or other like objects shall be driven into any part of the Hired Premises nor shall any placards or other articles be affixed thereto nor shall any highly inflammable material be brought into the Hired Premises
12. **The hirer shall at the expiration of the period of the hiring leave the Hired Premises in a clean and orderly state.**
13. All property of the hirer and the hirer's agents must be removed promptly upon the expiration of the period of hiring or fees will apply for each day or part of the day until the same is removed. The Council accept no responsibility for any property left in the Hired Premises after the hiring. In the case of bazaars, jumble sales and any other event, when property is brought into the Hired Premises for sale, all property remaining unsold at the termination of the hiring and left on the premises will be considered to be the property of the hirer on this occasion.
14. No flags, emblems or other decorations shall be displayed at the Hired Premises without the previous written consent of Ripon City Council.
15. Except with the express prior consent of Ripon City Council there shall be no admission or re-admission to the Hired Premises after 10.00pm where an intoxicating liquor licence is in force in respect of the event to which the hiring relates and such hiring continues later than 10.00pm.
16. The hirer will ensure that all fire and other safety regulations are complied with. No exits may be blocked and no chairs or obstructions placed in the corridors nor may any fire appliance be removed or tampered with.
17. The existing electrical fittings and appliances may not be altered or moved and no additional lights or extension from the existing light fittings shall be used nor shall any additional electrical or other apparatus be used without the previous written consent of Ripon City Council.
18. No part of the Hired Premises shall be used for the sale of carpets or furniture or real property by auction or otherwise.
19. No cinematograph exhibition for commercial purposes shall take place in the Hired Premises.
20. The maximum number of people permitted to occupy the Hired Premises is 100 for the Main Hall, Hugh Ripley Hall. The hirer undertakes that these limits will not be exceeded.
21. The hirer shall have use of available cloakroom facilities at his own risk.
22. Except with the consent in writing of the Ripon City Council (and with the exception of Guide dogs and Hearing dogs), the hirer shall not cause or suffer any animal in his charge or in the charge of any person or persons resorting to the Hired Premises during the hiring to enter or remain in the Hired Premises.
23. If the hirer shall cancel the hiring of the Hired Premises then the Council shall be entitled to payment of the **whole fee** in respect of such cancelled booking, **unless notice of the cancellation of any booking is received by the Council at least fourteen days prior to the date upon which the booking would otherwise have taken place.**
24. (1) No refreshments liquid or solid shall be provided by the hirer nor shall any excisable liquor be brought or held sold or dispensed at or from the Hired Premises without any necessary licence being first had and obtained but so that:-
 - (a) **The hirer upon production of the necessary Temporary Event Notice or Personal Licence (a copy of which must be sent to The Clerk to the City Council no later than three weeks prior to the function taking place) may be given consent by Ripon City Council to supply excisable liquor and without such consent it shall not be so supplied.**
 - (b) No bar extension will be granted beyond the hour of 11.30pm, whereupon last orders to be called at 11.20pm. **The function to finish no later than 12.00 midnight.**
- (2) Catering contractors and others employed or engaged by the Hirer to supply refreshments shall observe the terms and conditions of the Licence and will be required to observe such reasonable instructions as may be given to them by Ripon City Council. All their articles and property must be removed from the Hired Premises by the end of the hire period unless prior arrangements are made with the Premises Officer responsible for the building.



25. **The Council may terminate this Agreement at any time on giving the Hirer thirty days written notice. The Hirer shall then be entitled to a full refund of all monies paid but shall not be entitled to any other payment or compensation.**
26. Ripon City Council will be entitled to seek a Booking Deposit for any event a deposit of 20% will be paid by the hirer and will be non-returnable if the booking is cancelled.
27. Any notice, demand or request by the Council to or upon the hirer may be sent by ordinary pre-paid post addressed to the hirer at the hirer's address given in the application form and shall be deemed to be made or served at the time when the letter containing the same would be delivered in the ordinary course of post.
28. The hirer is responsible for any First Aid that may be required during the period of hire.