



# Croxteth Hall & Country Park

## **Contractual Terms room bookings conditions of use**

***This document forms an integral part of the 'contract' and as such must be signed and a copy returned to Croxteth Hall within the deadlines highlighted on the contract.***

1. Croxteth Hall and Country Park and Liverpool City Council reserve the right to refuse any booking.
2. All applications must be submitted on the prescribed booking form. The City Council reserves the right to refuse to grant or to defer consideration of any application without giving any reason for so doing.
3. Applications will not be considered from persons under 18 years of age.
4. No public announcement of any function shall be made until the application for accommodation has been confirmed in writing.
5. The person(s) signing the form of application shall be deemed to be the Hirer.
6. The Hirer shall state clearly and fully upon the booking form the precise purpose(s) for which the accommodation is required, and shall, furnish us with a copy of the programme or such other particulars as we may call for.
7. The Hirer will reimburse the City Council for all expenses incurred in connection with the use, based on the scale of hire charges as notified at the time. A deposit (non-refundable and non-transferable to another client or date) of 20% of the total hire charge must be paid when the booking is confirmed.
8. If the use of accommodation is granted, it is a condition that the Hirer shall:
  - (a) Use the designated caterers (unless specific permission is granted in exceptional circumstances).
  - (b) Comply with all reasonable requests from Croxteth Hall Management, staff or agents acting on our behalf.
9. The hire of any accommodation is not guaranteed and no contractual relationship is created until the City Council has received from the Hirer a signed copy of this document and the appropriate booking form together with the deposit. Any expenses incurred by the Hirer prior to acceptance in anticipation are entirely at the Hirer's risk.

10. (a) The Hirer shall be liable for and will indemnify the City Council against any liability, loss, expense, claim or proceedings whatsoever in respect of any injury, loss, theft or damage to any property belonging to the City Council or personal injury to or death of any person arising out of the hire unless due to any proven negligence of the City Council or its servants or agents. Evidence of such indemnity must be produced for inspection by the City Council at least 21 days prior to the date of hire.
- (b) The Hirer is contracted directly with the caterer and the City Council has no responsibility for the standard and quality of the services they provide. Other than through authorised contracted caterers, no food or beverage of whatever descriptions shall be brought or permitted to be brought on the premises by the Hirer, its invitees, servants or agents.
- (c) The Hirer is responsible for ensuring that upon the conclusion of the hiring, the Hall is left in a clean and tidy condition, particularly with regard to any catering arrangements the Hirer may have made, to the satisfaction of the management of the Hall. Should the Hirer fail to comply with this responsibility, notwithstanding any remedy which the Council may have for breach of these terms and conditions, the Hirer shall pay to the Council upon demand a reasonable sum in respect of the Council's costs and expenses in returning the Hall to a clean and tidy condition.
- (d) The Hirer is also responsible for ensuring that contractors engaged directly by them e.g. discos comply with legal requirements on electrical safety and caterers comply with legal requirements concerning food and safety hygiene.
11. Croxteth Hall must receive full payment for the accommodation 30 days prior to the date of hire unless other deposit/account arrangements have been agreed final numbers are needed one full week before the event date
12. Cheques must be made payable to Liverpool City Council.
13. Croxteth Hall reserve the right when deemed necessary to ensure the safe and secure operation of the venue in line with the 2003 Licensing Act to engage stewards, security or extra staffing, with all costs invoiced to the Hirer.
14. The Hirer shall not sub let or sub hire the accommodation or any part thereof without Croxteth Hall's written permission.
15. We shall be entitled summarily to cancel the hiring if any of the following apply:
- a) If the Hirer fails to observe the provisions of condition No.11;
- b) If at any time prior to the start of the function, the programme or other particulars referred to in condition No. 5 hereof have not been supplied or if supplied have not been approved;
- c) If at any time prior to the start of the function it appears that the Hirer has made a material omission from or of material misstatement in the booking form;
- d) If the Hirer becomes insolvent or enters into liquidation or receivership;

e) If in the absolute discretion of the City Council it is considered that the hiring might prejudice the reputation of the Hall;

f) If the Hirer is more than 30 days in arrears with any payment to Croxteth Hall or Liverpool City Council.

In the event that it is necessary for the City Council to cancel the hiring, the City Council will not be liable to the Hirer for any loss howsoever incurred in respect of the cancellation of the hiring and, the Hirer shall pay to the City Council the sum specified in Condition 16.

16. If the function has commenced, and it appears the purpose for which the accommodation is being used is not the purpose stated in the booking form or, in the reasonable opinion of the City Council, is undesirable, then we may prohibit the continuance of the function, which shall thereupon cease and the whole of the charges paid by the Hirer will be forfeited.
17. The Hirer may apply for the event to be cancelled in writing. Only upon receipt of this letter shall this be effective. A request by the Hirer to postpone the hiring shall be treated as a cancellation of the hiring and the revised hiring shall be treated as a new hiring.
18. When a hiring booking is cancelled under conditions No. 12 or 13 the Hirer shall pay to the Council a sum in accordance with the following scale: -

### **CANCELLATION**

i) If the hire agreement is cancelled less than 12 months before the event, the hirer shall forthwith pay to Croxteth Hall 100% of hire charge

ii) If the cancellation date is allocated to another client, the original hirer will be liable for the difference in the charges above

iii) If the hire agreement is cancelled beyond the 12 month period the hirer shall forthwith pay the agreed deposit

19. The Hirer agrees:

a) Forthwith on demand to pay the cost of making good:

i) Any damage caused to the accommodation or to any other part of the premises during or arising from or in connection with, the letting, and

ii) Any damage to, or loss or theft of, any furniture, crockery, cutlery, glassware, apparatus, appliance or other goods or chattels so caused or arising.

b) Forthwith on demand to pay the Council all costs and expenses incurred by us as a result of the non-observance or non-performance by the Hirer of any of these conditions. In the event of any breach of these conditions, the Council reserves the right not to allow the Hirer to have the use of the accommodation or any part thereof or any other premise of the Council on any future occasion and to cancel any booking by the Hirer which may have been made.

c) To indemnify the Council, its officers, servants and agents against all actions, claims, costs, damages, demands, expenses and penalties arising out of, or in any way connected with, the letting; and

d) If so required to pay before the date for which the accommodation is hired a reasonable sum as a non-returnable deposit to secure the due observance and performance of these conditions.

- 20.** The City Council shall not be responsible for any theft or loss of or damage to any property of either the Hirer or any other person left or deposited in or brought into the accommodation or left or deposited with any officer, servant or agent of the Council and the Hirer shall indemnify the Council, its officers, servants and agents against all actions, claims, costs, damages, demands, expenses and penalties arising out of, or in any way connected with such loss or damage or the use of the accommodation by the Hirer.
- 21.** The Hirer shall at all times be responsible for the maintenance of good order during the function and shall ensure that no undesirable person is permitted to enter, remain in, or otherwise make use of the accommodation, and that no person shall enter or trespass on those parts of the premises not hired by the Hirer. Upon our instructions the Hirer shall remove, or cause to be removed from the accommodation any specified person(s).
- 22.** The Hirer shall be liable for the payment of any taxes or royalties chargeable or payable in respect of the function.
- 23.** The Hirer shall observe and perform all conditions, restrictions and obligations contained in any licence granted by the Performing Right Society Limited and for the purpose of any return to be made pursuant to such conditions the Hirer shall before the conclusion of any performance held during the hiring supply us with a list signed by or on behalf of the Hirer, of all music performed and all songs sung, with the name of the author, composer, arranger and publisher and shall indemnify the City Council against all claims made by the Performing Right Society Limited in respect of the non-observance, or non-performance of the said conditions, restrictions and obligations contained in the said licence.
- 24.** In the event of the Hirer using any form of phonographic music at any function, the Hirer shall be responsible for the payment of any fees which thereby become due to Phonographic Performance Limited or to the Performing Right Society Limited or to any other person.
- 25.** So far as any performance is not protected by a licence of the Performing Right Society Limited and in the case of any form of phonographic music by the licence of Phonographic Performance Limited, the Hirer shall not use the accommodation or any part thereof, for the performance in public of any dramatic or musical work or for the delivery in public of any lecture in which copyright exists, without the consent of the owner of the said copyright, or in any other manner infringe any subsisting copyright. The Hirer shall indemnify the City Council against all sums, which it may have to pay by reason of any infringement of copyright occurring during the period of hire.
- 26.** Croxteth Hall is a non-smoking venue.

- 27.** Croxteth Hall may request the presence of such police officers and other persons as we may consider necessary to keep order at the function and the Hirer shall forthwith on demand pay the expense so incurred.
- 28.** The Hirer hereby undertakes:
- a) Strictly to observe and perform
    - i) All relevant statutory provisions, regulations and requirements;
    - ii) All the conditions and all instructions given to them pursuant thereto,
  - b) To indemnify the Council, its officers, servants and agents from actions, claims, costs, damages, demands, expenses, and penalties which it or they may incur in consequence of any breach or default or negligence in the observance or performance of any such provisions, regulations, requirements, conditions or instructions, or otherwise arising from the hiring of the accommodation by the Hirer. If the Hirer, his servants, or agents shall neglect or refuse to comply with any such provisions, regulations, requirements, conditions or instructions, he and they may be excluded from the accommodation until he or they shall have complied with the same.
- 29.** Without prejudice to the generality of the foregoing provisions, the Hirer shall strictly comply with all conditions attaching to the Premises Licence granted under the Licensing Act 2003.
- 30.** The Hirer shall ensure that any entertainment provided is of healthy character and properly conducted, and that the provisions of the Children and Young Persons Act 1933 and 1969 or any statutory modifications or re-enactment thereof for the time being in force are observed.
- 31.** No intoxicating liquor may be consumed in the accommodation or on any other part of the premises save that sold or supplied by the Council or its nominated agent.
- 32.** a) Any complaint about any of the arrangements connected with a function for which we may be responsible shall be made in writing to us within 48 hours of the cause of complaint arising.
- b) The Hirer shall not in any way interfere with any electrical fixture or fitting or drive or affix any nail, screw, tack, or other object into or to any floor, wall, window, woodwork, or other part of the accommodation or into or to furniture, or appliances.
- 33.** We reserve the right to refuse to allow to be brought into the accommodation any article or appliance, which we may consider dangerous or offensive.
- 34.** Objects of whatever kind may be brought into the hall only with prior written agreement of the Croxteth Hall. Time of delivery and method of storage (if necessary) will require to be agreed in writing by parties not later than 7 days before the event is scheduled to begin.
- 35.** The use of equipment and machinery not approved by Croxteth Hall is permitted only with Croxteth Hall prior written approval. Any equipment and machinery so used shall conform to all relevant UK government and local regulations and be in good working order and extra electrical consumption will be invoiced separately.

- 36.** Any dismantling and removal operation shall be carried out by skilled contractors approved by Croxteth Hall and shall be completed to the satisfaction of Croxteth Hall at the Hirer's expense within the time agreed. Therefore, in default Croxteth Hall shall have the right to cause any third-party equipment and machinery to be removed and stored at the expense and risk of the Hirer irrespective of who may be the owner of said equipment and machinery.
- 37.** The Hirer shall not make any alteration or addition to the lighting, heating, seating, fittings or fixtures in the accommodation and shall not provide any stage fittings, decorations, flags, emblems, or posters without our consent.
- 38.** No lighting, or heating fittings, or equipment other than those provided by us shall be brought into the accommodation or used, except with our written consent. In the event of any such fittings or appliances being put up or used without such consent, the same may be forthwith removed.
- 39.** If during the preparation for, or the progress of, any function, anything is done which in our reasonable opinion may cause damage from fire or otherwise, the same may be at once stopped by us.
- 40.** The City Council shall not be responsible for any loss or damage suffered by the Hirer in the event of the accommodation not being available by reason of accident, war, civil commotion, strike, lockout or any other cause.
- 41.** The City Council shall not be responsible for any loss or damage caused to or suffered by the Hirer on account of any failure of the lighting, heating or other equipment of the accommodation, and no compensation shall be payable in respect thereof.
- 42.** In the event of the City Council's insurers requiring the City Council to pay an additional premium for fire insurance because of special reasons created by, or in connection with the function, the Hirer, shall, in addition to charges otherwise payable, pay the City Council before the commencement of the function a sum equal to the amount of the said additional premium.
- 43.** The Hirer shall ensure that any lost property, which may be found in the accommodation, is immediately handed to the Hall Manager or Officer on duty.
- 44.** The Council shall have the sole right to arrange for the broadcasting or televising of any function in the accommodation and it may retain the whole of the payment made for such broadcasting or televising.
- 45.** If the accommodation is hired for the purpose of an exhibition, craft fair or similar function, the Hirer must, at least six weeks before the date of the hiring, submit for our approval, the proposed arrangement of stalls, stands, gangways etc. together with a statement of the proposed construction thereof. The Hirer must not proceed with the arrangements until he has received our approval.

46. The Hirer shall not use or cause or permit to be used any part of the accommodation for any purpose contrary to the Betting, Gaming and Lotteries Act 1963, the Gaming Act 1968, or any statutory modification or re-enactment thereof for the time being in force, or use or cause or permit to be used, any part of the accommodation for the purpose of gaming.
47. The Hirer shall at its own expense comply with all Acts of Parliament, Regulations, Statutory Instruments, Bye Laws and orders arising from the use and occupation of the accommodation by the Hirer and indemnify the City Council against all liability in respect thereof including in particular all Health, Safety, Noise Nuisance, Means of Escape, Fire Precautions, Licensing, Food Hygiene and consumer protection legislation and is reminded that the Liverpool City Council has a statutory duty to enforce such legislation.
48. The Hirer shall not make use of open flames, smoke or other special effects.
49. The Hirer shall take the premises in their existing condition and upon vacation of the premises shall leave the same in as good a state of repair as at the commencement of the hire period.

The Hirer shall inspect the premises with a representative of Croxteth Hall both before and after occupation. Any damage, loss or defect attributable to the Hirers occupation of the premises which is observed at any time will be recorded and the Hirer shall at the City Council's discretion be responsible for rectifying the problem within such immediate or other period as specified or reimbursing the City Council for the cost of so doing if in excess of the Deposit.

50. The Hirer is advised that the Hall is a Grade Two Listed Building and the listing includes the internal fabric, floors, walls, ceilings etc. The Hirer shall make no alterations, whatsoever to the accommodation and shall not nail, screw or fix equipment to any part of the premises. The City Council will provide advice and assistance for approved means of affixing the Hirer's approved equipment display stand etc.
51. The City Council retains the right to alter the premises provided that where possible reasonable notice is given to the Hirer.
52. The Hirer is not permitted to advertise or imply to any person that the City Council endorses its goods exhibits or services. All material promoting or advertising the hire shall be approved by the City Council prior to distribution and printing, and withdrawn if required. The Hirer shall not publicise the event by displaying or causing to be displayed in the open air within Liverpool any advertisements, posters, notices or other such similar material referring to the event (unless the same is displayed with the benefit of advertisement consent in accordance with the Town and Country Planning (Control of Advertisements) Regulations 1992 as amended or re-enacted from time to time).

The City Council gives no warranty as to the suitability of the premises for the Hirers purposes. The Hirer having provided details of the intended use of the premises during the hire period at the time that the booking was confirmed will use the Hall for that purpose and no other purpose whatsoever.

53. The Hirer shall notify the City Council 14 days in advance of the hire period any request for an increase in numbers from that quoted on the 'booking form' will be considered by the City Council and the Hirer should be aware that acceptance is at the absolute discretion of the City Council as the numbers cannot exceed the maximum permitted for the safety and comfort of patrons
54. The Hirer is responsible for bringing these requirements to the notice of invitees, staff servants, and sub-contractors.
55. In the event of seating, furniture or equipment having to be moved/removed or hired by the City Council for use by the Hirer or the employment of specialists or any special requirements of the Hirer not ordinarily part of the hire, the City Council reserves the right to levy additional charges to cover costs associated therewith which shall be paid not less than 24 hours prior to commencement of hire.
56. In the event of the venue not being vacated by the time specified in the confirmation of hire letter for whatever reason (except negligence, default or omission by the City Council, its servants or agents) an additional charge will be levied as notified at the time of confirmation of booking.
57. The Hirer shall be liable for paying all charges arising out of the hire including as appropriate any cancellation charge and/or additional charge and lose his/her deposit.
58. The Hirer shall make proper arrangements for the parking of vehicles belonging to itself, staff, servants, agents or contractors.
59. The Hirer shall at all times comply with any direction or instruction of the City Council or other authorised officers of the Council or other Authority or statutory body.
60. The Hirer being responsible for the safety and security of the Hall and all persons resorting to the premises during the hire period shall (in consultation with the City Council) employ such properly trained and responsible security persons or stewards as are necessary.
61. It is the responsibility of the Hirer to obtain and comply with all relevant license consents and permissions for its use of the Hall.
62. Official inspectors and representatives of public authorities, staff and representatives of Croxteth Hall shall be granted access to the Hall at all times.
63. If an inspection by Public Authorities is required, an Authorised Representative shall be present during such an inspection.
64. The Hirer acknowledges that Croxteth Hall has the right to conduct visits and guided tours of the hall used by the Hirer unless such visits or tours adversely and considerably affect the achievement of the purpose of the Agreement.
65. The décor, equipment and organisation of an event and all activities in the Hall shall be consistent with and conform to the standard and the standing of Croxteth Hall, which shall be among the highest current from time to time in venue centers of a nature and quality comparable to that of Croxteth Hall.

**I have read and understand the Terms and Conditions of hire  
and agree to abide by them.**

**Signature of Hirer .....**

**Date .....**

**Date of event .....**

**Name of event .....**

**On Behalf Of Liverpool City Council**

**Signature .....**

**Name (Print) .....**

**Position .....**

**Date .....**

**Please forward along with your signed booking form to:**

**The Hall Manager,  
Croxteth Hall,  
Liverpool,  
L12 OHB.**