

# Bosworth Battlefield Heritage Centre - Private Venue Hire – Terms & Conditions (“Terms”)

These Terms apply to all private bookings of the venue and ensure the obligations and expectations of the parties are understood. Bosworth Battlefield Heritage Centre is owned and operated by Leicestershire County Council, referred to as “LCC” or “We” below, who will be hiring the venue to you. The Terms will apply from the date your provisional booking is confirmed by LCC in writing.

Bosworth Battlefield Heritage Centre is of historical importance. Bookings for the hire of the venue are accepted on the basis that the nature and purpose of the event is considered reasonable and appropriate by LCC. The venue has a limited capacity, which depends on the layout of the event. For example, if the Heritage Room is set out in theatre style, the capacity is 50 people ( 30 Board Room style and 100 standing).

You must not use the venue for any purpose other than that set out on your Booking Form and you hereby agree and acknowledge that the whole of the property, which the venue is part, will be treated with due care and respect.

If you would like to discuss any aspects of your booking or these terms & conditions, please contact Bosworth Battlefield Heritage Centre’s Booking Team on 01455 290429 or [bosworth@leics.gov.uk](mailto:bosworth@leics.gov.uk)

## Terms & Conditions of Hire

### 1. **BOOKING**

- i. In order to book the venue you are required to complete and submit one of the supplied booking forms to LCC. It is recommended and envisaged that before submitting any booking form you will have contacted LCC to discuss suitability, availability, capacity etc. However, these Terms will apply whether or not that is the case.
- ii. On receipt of the booking form, LCC will review the details and, if acceptable to LCC, you will be notified of LCC’s agreement to the booking on a provisional basis, along with details of the payment required to secure the booking. In order to confirm and secure the booking, you will be required to pay the fee for the venue in full within fourteen days. Payment can be made either by cash or by card and you can pay at the site or make payment over the phone. Bookings will only be provisionally held for this time and your booking date is liable to be cancelled and potentially resold unless payment is received.
- iii. Bookings at shorter notice may be made but are subject to availability and at the absolute discretion of LCC.
- iv. In no circumstances will LCC permit a booking to proceed unless all payments for venue hire under these Terms are made in full, in advance.
- v. LCC retain an absolute discretion to refuse bookings, without any requirement to give reasons.
- vi. LCC reserve the right to require additional details and seek guidance in relation to any hire or potential hire, dependant on proposed hirer and/or event. LCC must be advised if proposed hire is for an event that requires a paid for ticket to gain entry and LCC reserves the right to impose any additional requirements as it sees fit in the circumstances.

## **2. CATERING**

- i. Catering is not included in the venue hire fee. Catering arrangements can only be made once the venue hire fee has been paid and the booking confirmed.
- ii. All catering is to be provided by the 1485 Tithe Barn café ( on site) and it is not possible to accommodate third party caterers or for you to provide your own catering. The catering must be pre-arranged via the 1485 Tithe Barn café.
- iii. You will confirm final guest numbers at least 10 days before the confirmed date of hire.
- iv. Payment of the catering fee invoice must be made directly to the 1485 Tithe Barn café

## **3. Cancellation**

- i. If you wish to cancel your private venue hire, you will need to notify LCC in writing, as soon as possible.
- ii. If you cancel, for whatever reason, your venue hire fee is not refundable, as it is considered to be a deposit. Subject to payment of 10% of the venue hire fee you may, however, rebook for a different date (that is agreeable to LCC) if you do so at the same time as cancelling the original date of hire.
- iii. LCC reserves the right to cancel or alter any bookings made in circumstances that are beyond the reasonable control of LCC or if it is necessary to perform or complete emergency works at Bosworth Battlefield Heritage Centre House, but LCC will aim to give you as much notice as possible and try and arrange an alternative date. If a booking can't be re-arranged and LCC has cancelled, a full refund will be given of any monies paid to the date of cancellation.
- iv. LCC reserves the right to cancel or terminate a booking at any time, including requesting immediate vacation of the hire space and wider Bosworth Battlefield Heritage Centre site on the date of hire, without notice in writing, if the hirer or any guest or person connected to the hirer fails to observe these Terms, or if it appears that the hirer has failed to notify LCC in writing during the booking process of anything that materially changes the booking or if the venue is being used for any use that is illegal, immoral or which may bring the LCC into disrepute. Such a cancellation or immediate termination of the period of hire will not prejudice any rights which LCC may have against you, as the hirer, and you shall not have any right or remedy against LCC in respect of the cancellation/termination and you will indemnify LCC against all claims resulting from such a cancellation/termination.
- v. LCC will not be liable for any disruption or losses caused by any type of cancellation or alteration.

## **4. Date of Hire and Hire Period**

- i. The confirmation of your booking will provide details of the date of hire and the start and end times for the hire on that date. The start time should allow for any setting up that may be required and the end time should allow for any cleaning and dismantling that may be required.
- ii. Your booking starts from the arrival time stated on the confirmation. You are asked to sign in, in the main office in the upper courtyard, where you will be greeted by an LCC representative, who will require details

of the final numbers attending. Late arrival may result in the need to alter the timings of your booking, or make changes to any elements of a planned itinerary that may form part of the booking, such alterations or changes to be at LCC's discretion.

## **5. Bosworth Battlefield Heritage Centre - House Rules**

- i. Notwithstanding your hire of the venue, for the duration of the period that you and your guests are at the venue, the whole building, grounds and facilities will remain under the full control of LCC, and all instructions of employees or nominated representatives of LCC must be complied with when given.
- ii. If LCC or Bosworth Battlefield Heritage Centre staff consider the behaviour of any or all of your party to be unacceptable they will be asked to leave and you will be responsible for ensuring that they do so.
- iii. If your booking includes a tour or access to the exhibition, you are to ensure that your party is aware of, and adhere to, any special instructions given and, in particular, that they do not consume food or drink inside the exhibition.
- iv. If your party includes any children under the age of 16, they must be supervised by an adult at all times and remain the responsibility of the supervising adults during their visit.
- v. No hooks, nails, screws, tacks or similar may be driven into the walls, pillars, woodwork, floors, furniture or any other structure in any part of the venue. In addition, no material or any form of media shall be posted by glue, gum, paste or other adhesive medium anywhere inside the venue, without the prior consent of a member of LCC staff.
- vi. No furniture or other LCC property within the venue may be moved without the prior consent of a member of LCC staff. If you intend to bring furniture or equipment into the venue, you must seek guidance from LCC beforehand with regard to location and facilities available.
- vii. You will not use the venue nor act in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to any neighbouring properties or to the owners, occupiers or users of such neighbourhood properties.
- viii. Music is permitted at the venue, but subject to any agreement to the contrary set out in the booking, it must cease on or before 10.30pm with all guests having left the site by 11pm. Hirers must ensure that, while leaving, the guests are quiet and respectful to the neighbours. LCC has a PRS licence for general background music and it is for the hirer, at its cost, to make arrangements, via LCC (if available) or direct, for any additional licence that may be required. Any such additional licences must be produced to LCC, on request.
- ix. Other than assistance dogs, animals are not permitted in the exhibition and Heritage Room. The 1485 Tithe Barn café is dog friendly.
- x. You will be responsible for the removal of any litter at the end of the period of hire, save that, if catering services are provided by 1485 Tithe Barn café as part of your booking, LCC will be responsible for the litter and cleaning reasonably associated with the provision of those services.
- xi. Any space used by you at the venue must be left in a clean and tidy state. Failure to do so may result in you being liable for the cost of cleaning. If liable, you will be charged for the cleaning at cost plus an

administration charge of 10%. LCC may, but is not obliged to, use and charge for LCC/Bosworth Battlefield Heritage Centre staff to carry out any such cleaning required.

- xii. Parking within the site Bosworth Battlefield Heritage Centre is on a first-come, first-served basis, is not guaranteed and is at the car-owner's risk at all times. Overnight parking is not generally permitted, except in exceptional circumstances, with prior written permission of the Country Parks Department. There is a dedicated coach park.
- xiii. Any item brought into the venue by you or your guests shall be your responsibility and LCC cannot accept responsibility for any personal items while at the venue during the period of hire or left at the venue after a hire period, whether initially left in the custody of an LCC employee or not.
- xiv. LCC will dispose of items that are left at the venue after a period of hire and not collected within a reasonable time and while LCC may make reasonable efforts to contact you before disposal, LCC will not be liable if it does not.
- xv. Smoking (including vaping and the use of e—cigarettes and similar items) is not permitted anywhere within Bosworth Battlefield Heritage Centre site.
- xvi. The use of any naked flames, including candles, is not permitted anywhere within the site of Bosworth Battlefield Heritage Centre, with the exception of candles on a normal-sized celebratory cake.

## 6. LIABILITY AND INSURANCE

- i. You will be liable to LCC for any damage and/or loss sustained by LCC or any third party as a result of any act or omission of you or your guests, including as a result of any breach of these Terms. You are responsible for your guests at all times while they are on site in connection with the hire. LCC accepts no liability whatsoever for any loss (including loss sustained to any materials, equipment or personal possessions of the Hirer or its guests) unless such loss or damage is due to the negligence of LCC. LCC will not be liable for any losses that were not reasonably foreseeable at the time that it entered into this booking. **Please note that, unless we agree otherwise, LCC's total financial responsibility to you in respect of this booking shall not exceed 150% of the total charges, even if the loss you suffer is more than this.**
- ii. You, as the hirer, are responsible for any loss or damage to the venue and its fixtures and fittings, its contents and decoration which occur during or as a consequence of the period of hire and the cost of remedying such damage may be recharged to you. The member of LCC staff who greets you will notify and agree with you any significant damage that is known to exist before the period of hire. In addition, you should also inspect the venue as, unless you, as the hirer, advise of any further damage as existing at the commencement of the period of hire, any damage apparent after your period of hire will be assumed to have occurred during the said period of hire.
- iii. Any damage resulting from the period of hire will be detailed in writing to you (with supporting evidence) within 5 days following the date of your booking.
- iv. You are responsible for all loss, theft or damage to any equipment and belongings bought by you or your guests to the venue. LCC accepts no responsibility in respect of loss or theft of articles from the venue during or in connection with the period of hire or any loss or damage, including personal injury and death, resulting from the premises proving to be unsuitable for your intended use.

- v. Certain hires may require you, as hirer, to have public liability insurance cover, although most private hires will not. It is, however, your responsibility to ascertain and, if required, comply with any and all statutory requirements to have in place public liability insurance cover in respect of the legal liability to pay compensation in respect of accidental death or personal injury or in respect of accidental loss of or damage to third party property arising out of your hire. If cover is not required for a hire, it is for you to decide whether you wish to obtain insurance anyway. LCC will have no responsibility for any failure by you to comply with this Clause and/or obtain insurance. Notwithstanding the above, LCC does, however, reserve the right to check your insurance cover.
- vi. Nothing in this agreement excludes LCC's liability for death or personal injury caused by LCC's negligence or for fraud. Nothing in this agreement affects your statutory rights.

## **7. HEALTH AND SAFETY**

- i. You, as hirer, must not and you must ensure your guests do not act or fail to act in any manner, which would contravene any health and safety regulations, statute or local authority regulations.
- ii. During the period of hire you must ensure that all gangways, doorways, stairways, entrances, exits and emergency exits shall be kept clear and unobstructed at all times.
- iii. In the event of any accident, injury or loss occurring during or arising from the period of hire, you will advise a member of the LCC staff immediately in order that LCC may comply with its RIDDOR reporting requirements and/or to minimise any further damage to the property. In addition, you will provide written details of the incident within 24 hours together with any knowledge and information that might relate to it and you will co-operate with LCC in relation to any investigation, enquiry or legal claim that may arise.
- iv. LCC will be responsible for the reporting of all accidents under RIDDOR, including those incidents caused by you as the hirer.
- v. In the event of any claim or allegation made against LCC arising out of the hire, with the exception of any insurers and/or solicitor you instruct, you will not discuss the question of liability with any third party and shall ensure that all guests or other parties of the hirer also refrain from doing so.
- vi. Items that may be hazardous, potentially dangerous or cause damage must not be brought to the site without the prior written consent of LCC. Such items might include, but are not limited to, candles (excluding those associated with a celebratory cake), foam props, artificial / dried foliage, smoke/dry ice machines, bubble machines, aerosol party/decorative products (silly string, canned snow etc), helium canisters etc. Any electrical equipment brought to the venue, where required, must have certification to prove valid PAT tests have been carried out and LCC reserve the right to request sight of such certification.

## **8. PUBLICITY**

- i. You, as hirer, may display no advertising material or any other publicity material that pertains to the period of hire until the booking form has been returned and the hire fee paid in full.

- ii. You will ensure that no fly posting or unauthorised advertising is displayed in association with the hire. LCC rigorously enforces the terms of the Town and Country Planning (Control of Advertisements) Regulations 1992 and Section 220 of the Town and Country Planning Act 1990 in respect of fly posting, that is unauthorised advertising, on highway land, bus shelters and other highway land and structures. You will be liable for fines for the display of any such advertisement which can be up to £1,000 under Planning legislation and considerably more under the Highways Act. LCC will also terminate the hire immediately without refund, liability or compensation.
- iii. No posters and/or leaflets promoting the hire will be displayed within the grounds of Bosworth Battlefield Heritage Centre, or any other LCC venue unless at the discretion of LCC. No press releases, photo calls or press invitations will be issued in respect of Bosworth Battlefield Heritage Centre without the prior written permission of LCC.
- iv. The approved design of Bosworth Battlefield Heritage Centre logo must be used on all printed publicity materials that might be issued by the hirer. You will submit to Bosworth Battlefield Heritage Centre a copy of all bills / posters before advertising any performance/event as part of the hire.
- v. The venue will only be described as Bosworth Battlefield Heritage Centre on all publicity materials. LCC reserves the right to refuse to distribute or display, and to alter/amend any copy or printed material provided by the hirer.

## **9. PERSONAL DATA**

- i. Personal data supplied on the venue hire booking form will be held on computer and will be used in accordance with the Data Protection Act 2018 for statistical analysis, management, planning and in the provision of services by LCC and its employees/partners. LCC will treat all SUCH information as confidential.

## **10. GENERAL**

- i. This agreement is personal to the Hirer who shall not be entitled to assign, sub-contract or otherwise transfer its obligations under this contract to anyone else. A person who is not a party to this Contract has no right to enforce any term of this Contract.
- ii. Any changes to the Contract or these Terms must be made in writing and agreed by both parties.
- iii. This Contract is for the period of hire only and is not intended to create a tenancy or lease, nor any continuing rights.
- iv. If any provision of this contract is deemed unenforceable by any competent body this shall not affect the remainder of the contract.
- v. Should you have any complaint or query about your Hire, please let a member of LCC Staff know at the time of occurrence and confirm this in writing within seven days.
- vi. This Contract shall be governed by the laws of England and Wales. We both agree to submit to the non exclusive jurisdiction of the courts of England and Wales.

