



Town Council Hire Agreement

Terms and Conditions of Premises Hire for One-Off Bookings

Valid for hall hire from April 2019 to March 2020

Newton Leys Pavilion is a sports and community centre managed by Bletchley and Fenny Stratford Town Council on behalf of the community. Use of the centre is subject to the Terms and Conditions contained in this agreement.

Definitions:

In the context of this hire agreement

- (a) TC shall mean Town Council.
- (b) The hire/hirers shall mean the person/organisation who has signed this Agreement and they take full responsibility during their period of hire.
- (c) The Premises shall mean the areas of Town Council which hirer has agreed to hire.

Bookings and Payment:

1. All bookings must be made by the hirer. Bookings cannot be made on behalf of the hirer nor can bookings be sub-let to others.
2. Hire times must include your set up time and clear away time. Rates charged will be from when you enter the building until you leave it.
3. A holding deposit is required for each booking and a booking will not be confirmed until the holding deposit and the necessary signed paperwork has been received.
If the booking value is less than £50, the holding deposit is the full booking fee. If the booking is more than £50, the holding deposit is 1/3rd of the booking fee or £50 whichever is the higher figure.
4. The total remaining cost of the booking is due 28 days before the booking and in the event that this is not paid 7 days prior to the date of the hire then the booking will be cancelled- the holding deposit will not be refunded.
5. A damage deposit will also be payable prior to all bookings and will be held against the possible cost of small scale damages/additional cleaning and the cost of any keys or fobs loaned to the hirer. This is not exhaustive, if there are costs incurred beyond this figure they will be invoiced to the hirer for immediate payment.
The damage deposit is generally £100 although may be set at £200 for higher risk bookings at the discretion of TC. This may be for a variety of reasons including where Alcohol has been requested, where the event hire is for a large number or where several areas of the building are being hired.
6. No booking can take place until the full cost of the booking is paid and the damage deposit is received.
7. We prefer payment via our online payments system at https://www.bletchleyfennystratford-tc.gov.uk/Payments_Page_11464.aspx. However we can accept payment by cash or cheque.
8. Refund of the damage deposit is at the discretion of the TC. Full deposit will be kept if hirers or their guest's behaviour results in damage to TC property or if behaviour is considered by TC to be unreasonable, for example: late finishes, excess cleaning/litter picking costs is incurred.

9. Cancellation of hire should be notified to TC with no less than twenty eight days' notice (four weeks) in order to receive a full refund. If cancellation is made with less than 28 days' notice the holding deposit will be retained. In the event that the space is re-sold refund will be issued. If cancellation is made seven or fewer days prior to the hire, full cost of the event will apply where the building is open and available and the choice is that of the hirer. In the event that the space is re-sold refund will be issued.
10. TC reserves the right to cancel any bookings immediately if terms and conditions are breached, although we will endeavour to work with hirers to resolve any issues.
11. The pavilion will only be available for hire between the hours of 07:00 – 23:00 Monday to Thursday, 09:00 – 24:00 on Fridays and Saturdays and 09:00 – 23:00 on Sunday. All music and / or dancing must stop prior to these times.
12. Hirers must leave the premises clean and tidy all equipment and furniture must be cleaned and packed neatly away. The premises should be left as it was found. Setting up and tidying time must be included in your hire period. The equipment necessary for cleaning the premises after use will be supplied and the location of this equipment will be identified prior to your booking.
13. The pavilion halls are not suitable for indoor football as there are various fittings and fixtures which could easily be broken during this activity, indoor football is therefore prohibited. The only exception to this rule will be children's coaching session which use a small, light, sponge ball.
14. Bouncy castles MUST only be brought in from approved suppliers and insurance certificates and PAT testing certificates must be shown and a copy held on file.
15. Any electrical equipment brought into the building by a hirer must have passed relevant PAT safety tests (copy certificates to be given to TC) and must be fit for purpose. Permission from the TC must be sought before a hirer can bring in any equipment. Any accidents resulting from equipment brought into the building are the responsibility of the hirer.
16. All items belonging to the hirer or brought in to form part of the event MUST be removed by the end of the hirer's booking time.
17. Any late arrivals or late finishes will be chargeable. This fee will be chargeable for every 15 minutes outside of your paid hire time and the charge will be deducted from your deposit.
18. Please dispose of all rubbish appropriately in the bins provided. Excess rubbish must not be left.
19. No betting, gaming or lotteries shall take place on the premises, except that allowed by law and the hirer shall obtain any licence or certificate required, prior to booking the premises for such use.
20. Applications for hire are only accepted from persons aged over 18 years old.
21. No advertising or publicity material will be displayed inside or outside the building without the prior approval of TC.
22. A booking form shall be completed for each booking in which full details shall be given of what activities will take place and of any entertainment or equipment which will be brought onto site. In the event that TC has concerns about the activities or equipment planned by the hirer TC may not allow the hire to go ahead.

Health and Safety:

23. The hirer will be shown all fire exits. They will also have fire procedures explained to them. Fire safety notices are displayed in the building and must be adhered to. Emergency contact numbers will be shared.
24. It is illegal to smoke inside the building or in close proximity to the building, therefore if you or your guest's smoke you/they must only do so well away from the building and cigarette end must be safely disposed of.
25. No fireworks (indoor or outdoor) are allowed.

26. No barbecues are allowed unless agreed in advance and part of an agreed organised outdoor event. If agreed they must be above ground level so as not to rest on grass/paved areas. No coals are to be left on the grounds and barbecues must be cleared up fully and waste disposed of by the hirer. No hazardous liquid substances or items that could potentially be a fire or safety risk are allowed.
27. All those working with families and children must have effective safeguarding of children and vulnerable adults procedures and policies in place.
28. Risk assessments are the responsibility of the hirer and as such the hirer needs to be satisfied that the space hired is safe and fit for purpose.
29. No smoke machines or any other equipment that may affect the smoke sensors are allowed. If the fire alarms are triggered all guests must evacuate the building. In case of a fire hirers must call the fire brigade. If a false alarm is caused by the hirer or any of their guests actions any related costs will be charged to the hirer.
30. TC discourages helium balloons as the ceilings are extremely high and the gases in the balloons often set off the alarms. If hirers decide to have helium balloons they should note that any balloons left floating may activate the fire alarms during the night. If this happens the hirer is liable for any call out charges from either security response or the fire brigade. This cost will be deducted from deposits.
31. Hirers or their guests must not cause annoyance or nuisance to local residents or adjoining occupiers. For example by the playing of unreasonably loud music, making unreasonable noise, parking on grass verges or in front of driveways etc.
32. Young people must be supervised by responsible adults at all times during the course of any booking.
33. With the exception of assistance dogs, no animals will be allowed on the premises, unless agreed by prior to the event.
34. There is a Heart Start Defibrillator located on the outside of the building. This can be used for adults or children and must only be used in the event of a heart attack. In order to gain access to the defibrillator please phone 999 and follow the instructions on the defib cabinet. Once turned on it is easy to use. There are visual, written and verbal instructions, so it can be used by anyone. If using on a child the supplied child key must be inserted. In all medical emergencies an ambulance must also be called. Should the defibrillator be tampered with or misused in anyway the named hirer is responsible for the cost of replacement.
35. Children under the age of 14 shall not be allowed in the kitchen without adult supervision.
36. It is the Hirer's responsibility to ensure that maximum capacities as stated by the TC for the Premises are not exceeded. Maximum capacities shall include all persons attending or present at the Premises including (but not limited to) any supervisors, those participating in activities, parents and members of the public.

Alcohol:

37. The premises are not licensed for the sale of Alcohol.
38. In certain circumstances small quantities of alcohol may be permitted for consumption. The hirer shall make an application in writing to NLC and alcohol may not be served unless permission has been given in writing by NLC. It will be the responsibility of the hirer to obtain and comply with any necessary licences for alcohol and/or entertainment.
39. The hirer must ensure compliance with all the relevant legislation, in particular, that relating to the sale and supply of alcohol. If you wish to sell alcohol this must be agreed by TC Management and you must obtain and bring your own licence. It must be displayed at all time during the event and a copy of the Licence must be forwarded to the TC Management before the date of the booking. Failure to do so will result in the event being cancelled.

Insurance:

- 40. The Centre's insurance policy does not cover the hirer's property and equipment. Equipment/items stored at the Community Centre by agreement with the Council are left at the hirer's own risk and the Council takes no responsibility for any loss or damage to these items.
 - 41. The TC will not be responsible for public liability during your hire except where injury/damage is born directly out of defects or issues relating to the safety of the premises. Where necessary the hirer shall therefore obtain public liability insurance relevant to their booking/activities and in all cases where the booking is made by a business or organisation. A copy of this should be provided to TC.
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I take responsibility for the event hire. I have read and understood the terms and conditions and agree to abide by them:

Signature of Hirer:

Print Name:..... **Date:**.....

Emergency contact numbers: