



Town Council Hire Agreement

Terms and Conditions of Premises Hire for Regular Bookings

Valid for hall hire from December 2018 to March 2019

Definitions:

In the context of this Hire Agreement

TC shall mean Town Council.

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

Terms and Conditions:

1. Hire times must include your set up time and clear away time. Rates charged will include charges for your set up and clear away time.
2. Provisional bookings will be held for seven days only from date of enquiry. If a booking form and deposit are not received within seven days, the provisional booking will be removed from the diary without further notice.
3. Regular Bookers hall hire charged will be invoiced monthly in advance. Payments must be made within fourteen days of the invoice date and can be paid by bank transfer.
4. Refund of any deposit is at the discretion of the TC. Deposits will not be refunded if terms and conditions of hire are breached or in cases of any cancellations. Full deposit will be kept if hirers or their guest's behaviour is considered by TC to be unreasonable, for example: late finishes, cleaning/litter picking costs are incurred.
5. Please note terms and conditions of hire are reviewed at the end of March every year. If you wish to continue as a regular hirer, a new booking form must be completed for each financial year and current terms and conditions signed.
6. A written notice period of twenty eight days (four weeks) is required for all hire before a cancellation is made by the hirer to TC or by TC to a hirer. Full cost of the event will apply for any late cancellations where the building is open and available.
7. 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.
8. Advertising of events at the venue must include the full name Town Council and not just the postal address.
9. TC reserves the right to close the premises at any time. In particular for emergency or periodic maintenance, if safety of hirers, staff or general public is compromised by staying open or when the premises are required for public elections. If possible TC will try to give at least one month's notice of any such closure. Normal hirer charges will be applied if cancellation is by hirers' choice.
10. 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 Saturday and 09:00 – 23:00 on Sunday. All music and/or dancing must stop prior to these times.
11. Hirers must leave the premises clean and tidy and 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 first booking.

12. 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.
13. The hirer is liable for the cost of any heavy additional cleaning or litter picking should this be necessary and also for any damage or breakages that may occur during the hire period. If appropriate this cost may be taken from the deposit, prior to the deposit refund being given. In cases where deposit amounts do not cover the value of damage/cleaning then the hirer will be charged. This applies to any additional cleaning and/or damages that are considered by TC Management to be unreasonable.
14. All equipment (tables and chairs) hired can only be used within the facility and must not be removed.
15. Any electrical equipment brought into the building 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. If hirers cannot produce a relevant PAT certificate they must agree to have their equipment tested at the same time as the building's equipment - recharges will apply.
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. Storage may be available for regular hirers at the discretion of TC. There will be a monthly charge added for storage. No hazardous materials or hazardous equipment should be stored anywhere on the premises.
18. The building will be unlocked at the commencement of the agreed hire period and the building will remain unlocked until the end of the agreed hire period. The hirer should ensure that someone is present within the building throughout the agreed hire period.
19. Please dispose of all rubbish appropriately in the bins provided, in the car park. Excess rubbish must not be left.
20. Hirers, their guests or any person or companies used by the hirer must not drive onto or park on any of the grass areas around the Pavilion, unless permission is sort and given by TC. This includes the dropping off/picking up of equipment. Full deposits will be kept in such cases. Please remember that the named hirer is responsible of payment of penalties in such cases.
21. The premises shall be used for community purposes only and must not be used as the hirer's postal address.
22. Hirers must not charge anyone including guests/visitors for use of the car park.
23. No advertising or publicity material will be displayed inside or outside the building without the prior approval by TC.

Health and Safety:

24. 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 given out.



25. Fire exits must not be obstructed in any manner at all. It is the hirer's responsibility to ensure that the fire producers that are displayed in the building and verbally communicated to them are passed on to their guests/clients/organisers.
26. It is illegal to smoke / vape 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 (designated area) and cigarette end must be safely disposed of.
27. No fireworks (indoor or outdoor) are allowed.
28. 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 barbeques 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.
29. Hirers are responsible for their guests and their behaviour at all times whilst in the building. Regular bookers are responsible for ensuring their policies are relevant for the activity taking place and appropriately shared with their service users. (Please let TC have copies of all policies and procedures).
30. All those working with families and children must have effective safeguarding of children and vulnerable adults procedures and policies in place.
31. 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.
32. No smoke machines or any other equipment that may affect the smoke sensors are allowed. If the fire alarms are triggered Security will automatically be alerted and will attend. Hirers and 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.
33. 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.
34. 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.
35. Young people (21 and under) must be supervised by responsible adults at all times during the course of any booking.
36. With the exception of assistance dogs, no animals will be allowed on the premises, unless agreed by prior to the event.
37. There are two Heart Start Defibrillators on the premises, one in the reception area and one outside near the This can be used for adults or children and must only be used in the event of a heart attack. When opened the alarm will sound to alert others that there is an emergency in the building. 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. Children under the age of 14 shall not be allowed in the kitchen without adult supervision.

Insurance/licences:

- 38. Hirers must ensure that there is adequate insurance in place for suppliers of catering, entertainment etc. TC Managements accept no responsibility for any equipment, food, or services arranged by the hirer.
- 39. Public Liability Insurance Certificates and Contents Insurance Certificates must be shown and updated copies held by the TC.
- 40. TC is registered with Performing Rights Society (PRS) and as such hold PRS and Public Playing Licences (PPL). These cover TC staff and single event private hirers of the building for the playing of music. Block bookers should check with PPL to see if their activity required them to hold their own PPL, as the building’s licence does not cover block booking hire. Yoga and Church activities do not need a licence.
- 41. TC’s insurance does not cover the hirer’s property and equipment. Items brought in, left and/or stored at the Pavilion are done so at the hirer’s own risk and the TC does not take any responsibility for any loss or damage to any such items/equipment. Therefore all hirers should ensure that they have adequate liability and contents insurance.

Charges:

- 42. Please ask to see separate listings for our hiring charges. Additional charged will be incurred for any bookings taking place on bank holidays or public holidays. Additional charges will also be incurred for any bookings taking place on New Year’s Eve.
- 43. The current hire charged apply to activities and events taking place within the current financial year only. All activities and events booked to take place after 1st April each year will be charged at the revised rate for the year of the event. Current terms and conditions of hire will always apply.

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:

101 – Community Police (Non-Emergency) 999/112 – Police/Ambulance 01908 –
..... Security (security and key holders)