

Fleet Town Council and Harlington

Terms and Conditions of Hire

These terms and conditions will be made available to all hirers by electronic copy via Hallmaster and hard copy on the noticeboard. If the Hirer is in any doubt as to the meaning of any of the conditions, the Executive Officer or General Manager should be consulted. These terms and conditions apply to all hirers of rooms/areas at Fleet Town Council and Harlington. Fleet Town Council reserves the right to amend the terms of this agreement at any time.

1. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises for the duration of the booking and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met. If it is a long-term regular booking, then either the Hirer or a person nominated by the Hirer should be present.

2. Supervision

The Hirer or nominated person shall, during the period of the hiring, be responsible for:

- Supervision of the premises, the fabric and the contents
- Their care, safety from damage however slight or change of any sort
- And the behavior of all persons using the premises whatever their capacity

As directed by Fleet Town Council, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

A Duty Manager will be on site to supervise the whole building, not the specific booking or hire.

3. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the Hire Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies.

Payable public parking spaces may be available in Victoria Road Car Park or Gurkha Square Car Park. These are not owned or managed by Fleet Town Council.

The Hirer must only use the room specifically hired (excluding public areas e.g. toilets). If a Hirer is found to have used additional rooms without prior agreement and payment, the Hirer will be invoiced for the additional costs.

Following the end of the agreed hire period, Hirers shall vacate the premises promptly to accommodate any bookings that may follow.

BBQ's are not permitted on site.

If the Hirer wishes to serve hot food this must be made clear on the booking form.

If a Hirer wishes to store any equipment they must make a request through the booking form on Hallmaster. If storage space can be provided, a charge will be made.

The Hirer shall follow any instructions relating to entry and departure from the premises which may be provided, ensuring the security of the building upon departure.

Hirers must ensure that the room is cleared, and items returned within half an hour of the booking end time.

Hirers shall not adjust door settings and ensure all doors and windows are closed before exiting.

Fleet Town Council reserve the right to refuse a booking at their absolute discretion.

4. Insurance and indemnity

4.1 The Hirer shall be liable for:

- 4.1.1 The cost of repair of any damage (including accidental and malicious damage) caused to any part of the premises including curtilage thereof or the contents of the premises
- 4.1.2 All claims, losses, damages, and costs made against or incurred by Fleet Town Council, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including storage of equipment) by the Hirer, and
- 4.1.3 All claims, losses, damages and costs made against or incurred by Fleet Town Council, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub clause 4.2, the hirer shall indemnify and keep indemnified accordingly each member

of Fleet Town Council and its employees, volunteers, agents and invitees against such liabilities.

4.2 Fleet Town Council shall take out adequate insurance to insure the liabilities.

4.3 Where Fleet Town Council does not insure the liabilities described above, the Hirer shall take out adequate insurance to insure such liability and on demand, shall produce the policy and current receipt or other evidence of cover to Fleet Town Council. Failure to produce a policy and evidence of cover will render the hiring void and enable Fleet Town Council to rehire the premises to another hirer.

4.4 Fleet Town Council reserves the right to charge a refundable deposit against potential damage, repairs or cleaning. The size of the deposit shall be at the discretion of the Bookings Administrator and may depend upon the length of the booking, the number of people attending and type of event being held. Deposits will be collected with booking invoices before a booking takes place and before a door code is released.

Fleet Town Council is insured against any claims arising out of its own negligence.

5. Gaming, betting and lotteries

The hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

6. Music Copyright Licensing

The hirer shall ensure that Fleet Town Council holds relevant licenses under Performing Right Society (PRS) and the Phonographic Performance License (PPL) or, where appropriate, the hirer holds a license.

7. Film

Children shall be restricted from viewing age restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licenses for film.

8. Childcare Act 2006 (Applicable to those persons working or volunteering with children in a regulated activity)

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure Barring Service Checks should have access to the children. Checks may also apply where children over eight

and vulnerable adults are taking part in activities. The Hirer shall provide Fleet Town Council with a copy of their DBS check and Child Protection Policy on request.

9. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and Fleet Town Council's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, or which is attended by children. The Hirer shall also comply with Fleet Town Council's health and safety policy.

The Fire Service shall be called to any outbreak of fire by the alarm and/or Duty Manager.

The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade, evacuating the building and contacting the Duty Manager
 - The location and use of fire equipment.
 - Escape routes and the need to keep them clear.
 - Method of operation of escape door fastenings.
 - Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
 - Location of the nearest first aid box
- (a) In advance of any activity whether regulated entertainment or not, the Hirer shall check the following items:
- That all fire exits are unlocked and panic bolts in good working order.
 - That all escape routes are free of obstruction and can be safely used for instant free public exit.
 - That any fire doors are not wedged open.
 - That exit signs are illuminated.
 - That there are no obvious fire hazards on the premises.
 - That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

10. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer must if, using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

Please note that the hire period and therefore all noise, must cease and the building must be vacated as quickly as possible after your booking. Please respect our neighbours and leave quietly.

11. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that no illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises.

12. Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and there is a thermometer in the fridge.

13. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

14. Stored equipment

Fleet Town Council accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed. It may be possible for a fee to store small items of equipment. Applications should be made on bookings form via Hallmaster.

Fleet Town Council may, use its discretion in any of the following circumstances:

(a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.

(b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in Fleet Town Council disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

15. Furniture

Use of the furniture is included in the hire charge. Furniture cannot be moved for use in other areas of the building.

16. Smoking

Smoking is not permitted anywhere in or immediately surrounding Fleet Town Council Offices, or Harlington.

The Hirer shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside, away from the building and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

17. Accidents and dangerous occurrences

Any failure of equipment belonging to Fleet Town Council must be reported as soon as possible.

The Hirer must report all accidents involving injury to the public to a member to the Duty Manager as soon as possible and complete the relevant section in the both their own and Fleet Town Councils accident book.

First Aid Kit are to be supplied by hirers providing classes. If a First Aid Kit is required, the Duty Manager should be contacted as soon as possible.

18. Explosives and flammable substances

The hirer shall ensure that:

- a) Highly flammable substances are not brought into or used in any part of the premises.
- b) No internal decorations of a combustible nature (e.g., polystyrene, cotton wool) shall be erected without the consent of the Fleet Town Council or the Bookings Administrator. No decorations are to be put up near light fittings or heaters.
- c) Decorative candles (incl. tea lights), smoke machines, indoor fireworks and similar items are not permitted. Birthday cake candles may be lit but should remain alight for the minimum amount of time possible.

19. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

20. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises. No animals whatsoever are to enter the kitchen at any time.

21. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify and keep indemnified each member of Fleet Town Council accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

22. Sale of goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

23. Cancellation

If the Hirer wishes to cancel a booking before the date of the event, Fleet Town Council via Hallmaster or the Bookings Administrator must be informed. Refund of charges will be made as follows:

- (a) more than 28 days' notice given - 100% of total fee refunded,
- (b) 15 to 28 days' notice given - 75% of total fee refunded
- (c) 8 to 14 days' notice given - 50% of total fee refunded
- (d) 7 days' notice given - 25% of total fee refunded
- (e) less than 7 days' notice given – no refund given

Fleet Town Council reserves the right to refuse hire to certain individuals, organisations or particular functions and to cancel or amend bookings if necessary. Any such cancellations or amendments will be notified to the Hirer in advance via Hallmaster. In any such case the Hirer shall be entitled to a refund of any fee already paid, but Fleet Town Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

As a designated polling station Fleet Town Council reserves the right to cancel or amend bookings if necessary. Fleet Town Council will endeavour to offer an alternative hireable space in the event of the room requested being used as a polling station or the Hirer shall be

entitled to a refund of any fee already paid, but Fleet Town Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

24. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area, at the end of the agreed hire period, in a clean and tidy condition including the taking away of ALL rubbish. A charge for disposal of rubbish is applicable on request. If helium balloons are used on the premises, they must be securely fastened down and removed after the event. A charge is applicable for the removal of any helium balloons.

The premises will be locked and secured by the Duty Manager, including windows and ALL exit doors to the premises and any contents temporarily removed from their usual positions properly replaced.

If you have any comments you would like to make relating to the hire of the hall or room, contact Fleet Town Council or the Bookings Administrator.

25. No alterations

No alterations or additions may be made to the premises, nor may any fixtures be installed, or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Fleet Town Council. Any alteration, fixture or fitting or attachment so approved shall at the discretion of Fleet Town Council remain in the premises at the end of the hiring. It will become the property of Fleet Town Council unless removed by the Hirer who must make good to the satisfaction of Fleet Town Council any damage caused to the premises by such removal.

26. No rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

27. Coaching/teaching

All bookings of a coaching/teaching nature are taken on the understanding that an appropriate coaching/teaching qualification from a recognised sport or coaching body or association is in place. Fleet Town Council reserves the right to scrutinise such qualifications and copies must be provided on request.

28. Return of Deposit

At its sole discretion, Fleet Town Council shall be entitled to withhold repayment of the specified deposit in the event that the Hirer fails to meet the Hirer's obligations under the Terms and Conditions of Hire (see clause 4, d)

Fleet Town Council will endeavour to return deposits in a timely manner, within 28 days after the Hirers booking via Hallmaster. Withholding such deposit shall not preclude Fleet Town Council from seeking such damages from the Hirer as may be appropriate for any breach of the Conditions of Hire.

Reasons for the non-return or partial return of a deposit include (but are not limited to):

The following amounts will be withheld if the hirer fails to meet the specified requirements.

1. If the room hired and surrounding area is not left clean and tidy after hire.
2. If the room hired and surrounding area are not vacated on the time specified in the Hire Agreement between Fleet Town Council and the Hirer.
3. If any damage is incurred to any area in the Harlington or Fleet Town Council offices.
4. If disturbance is caused to and reported by neighbours.

29. Data Protection

Fleet Town Council and Hallmaster will use and store your data for hall hire processing and class promotion only. Please see the website for the Fleet Town Council privacy statement. www.fleet-tc.gov.uk.

30. Hall hire charges

Fleet Town Council reserves the right to apply an increase to the hire charges as of 1st April every year.

31. Bookings

All bookings will be made through Hallmaster with the Bookings Administrator confirming arrangements before agreeing a booking with a Hirer.

Once a booking is agreed in Hallmaster an invoice will be generated and emailed. Hirers will pay for their booking through Hallmaster via Stripe. Payments can only be made online by debit/credit card in advance of bookings.

A damage deposit will be added to invoices at the Booking Administrators discretion.

Any variations to agreements, or additional charges may be invoiced after a booking. invoices will be generated and emailed, with payments made through Hallmaster via Stripe.

Fleet Town Council – Fire Safety Information

1. Responsibility

The Hirer (or an authorized deputy, if appropriate) must be in attendance at all times and is responsible for ensuring that fire instructions are adhered to for the duration of the function/activity and are made known to their group/guests.

2. Entering/Leaving the Building

Upon exiting the building, the Hirer must:

- Ensure that fire exits and escape routes (see evacuation plan attached – Appendix i) are left unobstructed.
- That fire exits and escape routes are closed and secured.
- That fire doors are not left wedged open.
- That any electrical appliances (excluding the fridges) have been turned off.

3. Action to be taken on discovering a fire, detecting smoke or a smell of burning

- Raise the alarm by pushing the nearest fire alarm point. These are located at every fire exit.
- Contact the Duty Manager immediately.
- Evacuate the building in an orderly manner, using the appropriate exits.
- The Duty Manager will ensure that the kitchen and toilet areas are checked for people and that internal fire doors are closed (assuming it is safe to do so).
- Assemble your group at the Fire Assembly Point at the front of the building by the car park.
- The Alarm and/or Duty Manager will alert the Fire Service by dialling 999 and giving the address details:
The Harlington, 236 Fleet Road
Fleet
Hampshire
GU51 4BY

If there are disabled or vulnerable person(s) attending the Hirer(s) group, then a Personal Evacuation Plan (PEEP) should be in place. The PEEP is the Hirer(s) responsibility to write and to keep up to date.

4. Alert the Fleet Town Council as soon as possible on:

During Office hours: 01252 625 246 or 01252 811 009

Outside Office hours: Ben Crane Mobile: 07713 505 049