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**Southborough Town Council**

 **Southborough Civic Centre**

**Terms and Conditions of Hire for**

 **The Unity Hall and Community Rooms**

# Conditions of hire

* These conditions apply to all hires of the Unity Hall and Community Rooms contained within the Southborough Civic Centre. If you are in any doubt as to the meaning of any of the conditions, please contact Facilities-team@southboroughcouncil.co.uk, or Southborough Civic Centre Council Offices, 137 London Road, Southborough, Tunbridge Wells, Kent TN4 0NA Telephone 01892 529176 to clarify.
* The Town council reserves the right to periodically review these conditions of hire.

# Hires at Council discretion

* Southborough Town Council has absolute discretion as to the hiring of its facilities and reserve the right to refuse an application for the hire of the Unity Hall and Community Rooms.

# Bookings

* Bookings can only be accepted from persons over the age of 21.
* The person making the booking ‘the Hirer’ is personally responsible for the payment of fees and for ensuring these conditions are complied with.

# Payment of Hire Charges

* Full payment, at the time of booking, will be required for all bookings of £100 or less.
* For bookings over £100 a minimum part payment of £100 is required, at the time of booking.
* The balance of the hire charge must be paid 2 months before the commencement of hiring where applicable. 1 month for block or group bookings.
* For party bookings for those persons between the ages of 13 and 21 a £100 deposit must be given. This deposit is refundable providing the terms and conditions of the Unity Hall and Community Room hire are complied with.
* A £200 damage deposit is also required for weddings, wedding receptions and large events.
* The council reviews its fees and charges annually. Where full payment has not been received at the date of the revision of fees and charges then payment must be made at the revised rate.

# Damage

* The hirer is responsible for any damage (however slight) to Southborough Town Council property during, or because of, the hiring, which is because of the hirer’s actions or negligence.
* We reserve the right to make good any damage and recover any costs from the hirer for such damage including any excesses of any insurance claim the Council may have to make because of the damage caused.
* In no circumstances will the Council make good or accept responsibility for the loss, theft, damage of or to any goods or property of the hirer or of any other person, left, deposited, or brought onto the hired premises.
* Photographs will be taken to evidence any damage to the premises.

# Cancellation of Booking

* Notification of cancellation of a booking must be made in writing either by email to Facilities-team@southboroughcouncil.co.uk or Southborough Civic Centre, Council Offices, 137 London Road, Southborough, Tunbridge Wells, Kent TN4 0NA
* Notice periods:
	+ Over 3 months’ notice and

any alterations to booking date: £50 administration fee will be charged.

* + 1-3 months’ notice: 50% of full charge to be paid (minimum £50)
	+ Under 1 months’ notice: 100% of full charge to be paid.
* The Town Council reserves the right to cancel any booking if the Unity Hall or Community Rooms are required for Council purposes of parliamentary or Council elections, or if any conditions of hire have not been performed, or appear to the Council not to be in place prior to the event or if the Community Room is unavailable for reasons beyond the Council’s control, including but not limited to fire, flood, power failure, heating failure, industrial action, severe weather.
* The Town Council will inform you of any cancellation with as much notice as possible. If the cancellation is made by the Council a full refund will be given.
* Regular hirers (Over 10 bookings per year) must give one month’s notice for any cancellation of their regular booking or 100% of the full charge to be paid.
* The cancellation periods still apply in the event of severe weather conditions when the Unity Hall and

Community Rooms are open and available for use.

* The Town Council will not be responsible for any additional costs incurred because of the cancellation of

the booking.

* Damage deposit refunds made by Debit card will be refunded within 5 working days after the booking. Damage deposit refunds made by cheque will be posted to you within 14 working days after the booking.
* If the Unity Hall or Community Room has not been left in a satisfactory condition and the damage deposit is not going to be returned you will be informed in writing within 5 working days of your event.

# Insurance

* The Town Council provides insurance cover in respect of its own buildings, furniture, and fittings. The insurance so provided does not extend to goods, equipment, or items other than those provided by the Council. For example, it does not cover for personal items of the Hirer.
* Regular hirers will be required to provide proof of their own current public liability insurance, so as to indemnify the Town Council in case of claim, prior to the dates of any hire.
* Hirers Public liability insurance will be required for any large event or booking and must be provided 28 days before the event.
* **Please note**: The Town Councils Public Liability Insurance is not extended to commercial hirers who must provide their own insurance at least 28 days before the Hire commences.

# Use of premises & supervision.

* The hire of The Unity Hall or Community Rooms does not offer a continuous manned presence. Facilities Officers will be available at the commencement of the hire for a maximum of 10 minutes from the booking time. If you arrive more than 15 minutes after the booking time the Facilities Officers may not be available to assist you with your set up and or any other general enquiry.
* All hirers are responsible for ensuring that no nuisance is caused to any other user group, the local community, or staff by their use of these premises. 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 immediately and will not be readmitted.
* The hirer must treat other Hall and Community Rooms users who have shared use of facilities with consideration.
* If a Hall or Community Room hirer causes a disturbance to another Community Rooms hirer, the Town council will reserve the right to recharge the hirer for any income lost by the Town council caused by the disturbance.
* The hirer shall be responsible for the efficient supervision of the Unity Hall or Community Room, the effective control and orderly and safe admission and departure of persons to the Unity Hall or Community Room and the safe clearance of the hired premises in case of emergency.
* Birthday parties for 13–17-year-olds must be supervised with a ratio of one adult to 10 children. If this is not adhered to on the day of the event the Community Room or Unity Hall will be closed, and the event will be cancelled without a refund.
* The hirer shall ensure that all doors giving access to and from the hired premises shall be kept unobstructed and immediately available for exit during the whole time the hired premises are in use.
* The Hirer must make sure that they leave the Unity Hall or Community Room at the time shown on their booking. Any time over runs will incur additional charges at the hourly rate.
* The hirer shall ensure that users leave the Unity Hall or Community Room in a quiet and orderly fashion and respect the surrounding neighbours.
* The hirer shall not use the premises for any purpose other than that described on their booking application.
* The hirer shall ensure that any event or advertising of any event held complies with all intellectual property rights.
* The hirer MUST ensure that the capacity of the venue is not exceeded. Please see the table below these numbers are inclusive for each room/Hall i.e., The Capacity includes Marshals, Entertainers, Performers, DJ’s etc.

**Unity Hall**

Capacity 320

**The Bounds Oak Room** Capacity 70

**The Lambersart Room**

 Capacity 36

**The Brickworks Room**

 Capacity 27

* The Town Council accepts no liability if the number of people exceeds the capacity as stated on the

 application form. If the number exceeds the capacity for that room or the Unity Hall, the hire will be

 cancelled immediately, and no refund will be given.

* All lighting and equipment are to be turned off after use and doors closed.
* **No smoking is permitted anywhere in the Southborough Civic Centre at any time.**
* Hirers shall not have access to other areas of the Community Rooms/Unity Hall not included in their booking.

# Cleaning

* Community Room hirers are required to provide their own bin bags. The room and surrounding area must be left in a clean and tidy condition and in the same condition in which you found it.
* Unity Hall Hirers are required to provide their own bin bags and if hiring the Kitchen, cleaning equipment/materials will be provided. Hirers must not use their own cleaning or abrasive type of cleaners as this could potentially cause damage to the equipment or worktop surface. Any damage caused will result in additional charges. The Unity Hall and surrounding area must be left in a clean and tidy condition and in the same condition in which you found it.
* Toilet facilities must be left in a clean and tidy condition and in the same condition in which you found them.
* All rubbish must be removed by the hirer. There may be an additional charge for any rubbish left in the Community Rooms or Unity Hall that must be removed by Facilities staff.
* Failure to leave the room or Hall you have hired including the surrounding areas in a clean and tidy condition will result in an additional charge being made and may mean a restriction on future bookings.
* Photographs will be taken to evidence the Community Room being left in an unclean and/or untidy manner.

# Entry by Council staff or agents

* The Council reserves the right to always enter the premises.
* The Council reserve the right to terminate any hiring at any time during such hiring if in the opinion of the Council or their servants and agents such hiring is not being conducted in the proper manner, without incurring the liability to the hirer whatsoever.

# Alterations/Decorations

* The hirer shall not cause or permit any interference with and any alterations or additions to the fixtures, fittings, furnishings and all other equipment and apparatus in the Unity Hall or Community Rooms.
* No decorations, flags, banners, signs, posters, or placards shall be displayed either inside or outside the halls without the previous written consent from the Council.
* No adhesive putty, nails, tacks, drawing pins, hooks, screws, or bolts shall be driven into the walls, doors, furniture, woodwork, or any areas of the Unity Hall, Community Rooms or Civic Building.
* No advertising banners or promotional materials can be attached to railings or external areas of the Southborough Civic building.

# Prohibited items.

* The following items are prohibited from being used in the halls - this list is not exhaustive.

 Candles (standard birthday cake candles are permitted)

 Bubble Machines

 Chewing gum / bubble gum

 Flammable liquids, gases, and oil

 Soldering appliances

 Unauthorized heating appliances

 Internal table or free-standing decorations of a combustible nature (e.g., polystyrene, cotton wool)

 Bouncy castles

 Smoke machines

 Any other highly flammable items or naked flames

 Animals, except guide dogs (Unless previously agreed by the Council)

 Bicycles or mobility scooters

 French chalk (any substance to increase floor slippage)

 No smoking is permitted anywhere within the building at any time.

 Deep fat fryers

 Electrical kitchen appliances

# Storage of equipment

* No items may be stored by the hirer on the building’s premises without prior written agreement from the Council and payment of the appropriate storage charge.
* All equipment and property (without storage consent) must be removed at the end of each hiring. Failure to do so will incur additional charges.
* If storage is agreed, storage charges will apply in all cases. The charges will vary according to type of storage and length of time storage is required for.
* The Town Council reserves the right to request the removal of stored equipment at any time giving a period of 1 weeks’ notice.
* If the equipment is not removed within the 1-week period, the Council will dispose 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.

# Community Rooms set up.

* The Community rooms will be set up within the hire period to a basic layout with the tables and chairs. This should not take any longer than ten minutes. If a more extensive set up is required there will be additional charges applied. Please contact Bookings on 01892 529176 for further advice.
* Tables and chairs must not be dragged across the rooms flooring. Any damage caused will be dealt with as per the regulations set out under Damage.
* Where a Community Room or Unity Hall hirer requests a specific room set up by the Facilities Officers which would take longer than a ten-minute period, a charge will be made for this service, in line with the charges schedule.

# Accidents and Dangerous Occurrences

* The Hirer must report all accidents involving injury to the public during the period of hire to a member of staff as soon as possible. Facilities Staff will hold an Accident book for your use. The appropriate Accident book MUST be completed.
* Any failure of equipment belonging to the Council must be reported to a member of staff as soon as possible.

# Safeguarding children

* If you are hiring the Community Rooms or Unity Hall for the provision of activities for children, you will be required to supply details / copies of DBS checks or approved coaching certificates for all adults who will be in contact with or supervising the children. (This is not applicable if you are hiring the Community Rooms or Unity Hall for a children’s party).
* Regular hirers will also be required to have a Child Protection Policy or a Safeguarding Policy in place, a copy of which will need to be provided to the Town Council at the time of booking and on request.
* Hirers must ensure that they have appropriate adult to child ratios complying with appropriate guidance.

# Electrical Appliance Safety

* The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe and in good working order and used in a safe manner. Certificates and PAT test documents where appropriate will need to be supplied at the time of booking.
* No deep fat fryers or kitchen appliances can be brought onto the premises.

# Entertainment

* The hirer must inform the Town Council one month before their event the name of the DJ or band or Production company in attendance and supply a copy of their public liability insurance and Music/ Entertainment license (PPL or PRS).
* The DJ or entertainment must have vacated the premises at the finish time specified on the booking form. Any additional time spent on the premises by the DJ or entertainment will be charged for at the hourly rate for that Community room or the Unity Hall.
* Any violence or aggression towards Councils staff will not be tolerated. The perpetrator will be asked to leave the premises immediately and will not be allowed to re-enter the premises on any future occasions or event.

# Equipment

* Music systems are not available in all the Community rooms. Users are advised check with the Town Council in advance of the booking regarding the equipment available.

# Fire Safety

* Hirers MUST make themselves familiar with the additional Fire safety procedures provided with these conditions of hire including the evacuation procedures.
* **Smoke and bubble machines are not permitted in the Community Rooms or the Unity Hall as these could activate the fire alarms.**
* Hirers will be charged an additional £50 if prohibited items have been used and have set off the fire alarms.

# Bars and catering

* The Hirer shall, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations. These must be shared with the Bookings Office before the hire takes place.
* If alcohol is to be available for purchase on the premises, arrangements must be placed in writing together with a copy of the appropriate Events license.
* The hirer is responsible for ensuring that attendees drink sensibly and do not get excessively inebriated.
* 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 in accordance with the Licensing Act 2003

# Extreme Views

* Council owned premises including the Unity Hall or Community Rooms will not be hired to any group disseminating extremist views.

# Data Protection

* Details regarding your booking including your name and contact number will be shared with the Town Councils Facilities team.
* CCTV is always in operation both internally and externally.

**APPENDIX 1**

 **FIRE EVACUATION PROCEEDURES**

**APPENDIX 2**

 **COVID INFORMATION AND PROCEEDURES**