



SELSEY TOWN COUNCIL

STANDARD TERMS AND CONDITIONS OF HIRE

These terms and conditions apply to all hirers of the premises. The arbitrary decisions of the Selsey Town Council must be accepted by the Hirer. All decisions on the status of any Hirer will be at the sole discretion of the Town Council staff.

Selsey Town Council operates the following Policy within its Town Hall Complex:

NO SMOKING, NO BOUNCY CASTLE, NO SMOKE MACHINE

1. Supervision

The key-holder should provide a form of identification which shows name and address i.e.: Drivers Licence, Utility Bill. The Hirer must be 21 years of age and must remain on the premises at all times during the hire period. The Hirer will, 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 behaviour of all persons using the premises whatever their capacity, including proper supervision of the layby (for dropping off and loading/unloading only) so as to avoid obstruction of the highway.

2. Use of premises

The Hirer shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-hire or use the premises for any unlawful purpose or in any unlawful way, nor do anything or bring onto the premises anything which may endanger the premises or contravene any insurance policies in respect thereof. **Selsey Town Council has resolved not to allow any teenage parties in the complex** owing to its location and proximity to residential properties. Smoke Machines, bouncy castles and any other inflatable shall not be brought into the premises.

Access to booked rooms will only be permitted at the time shown on the booking form (this includes setting up/down) customers can only use the rooms they have booked and the premises must be vacated by the finish time shown on the booking contract. Failure to vacate the premises by the allocated time, gaining early access or using rooms not booked may result in additional charges being added.

3. Licensing

The Hirer shall be responsible for obtaining Licences that may be needed in accordance with the hire. The Hirer shall comply with all conditions and regulations in respect of the premises by the Fire Authority, Local Magistrates Court, Local Authorities or otherwise and in particular in connection with any event which includes the sale or supply of alcohol, public dancing, music, or other similar public entertainment or stage performance (e.g. Performing Rights Society).

A Premises Licence is in force and available for inspection. The Hirer will be deemed to have inspected the same and be aware of its conditions.

4. Sale of alcohol

The Hirer must inform The Town Council if they intend selling alcohol at their event.

An Alcohol Request Form must be completed, the conditions of which must be complied and a declaration signed.

5. Indemnity

The Hirer shall take out adequate insurance against all claims arising as a result of the hire and shall produce the policy and evidence of cover on demand. The Hirer shall indemnify the Selsey Town Council for the cost of repair of any damage done to any part of the property including the fixtures and fittings and the curtilage thereof or the contents of

the buildings during or as a result of the hiring. The Hirer shall also indemnify the Selsey Town Council against all claims for damages, compensation and/or costs in respect of bodily injury or illness to third parties and/or damage or theft to third party property caused by or arising or being incidental to the Hirer's use of the premises.

6. Health, Safety and Hygiene

The Hirer shall be responsible for the health and safety of their group, taking into account any risk assessment of the premises and activity, fire evacuation procedures and firefighting equipment. The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

7. 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. If requested by the Council, the Hirer will supply a certificate to verify the safety of the appliances to be used.

8. Accidents and Dangerous Occurrences

The Hirer must report **all** accidents involving injury to the public to a member of the Selsey Town Council **as soon as possible** and complete the relevant section in the Accident Book. Any failure of equipment belonging to the Town Hall must be reported as soon as possible.

9. Animals

The Hirer shall ensure that no animals (including birds), except guide dogs are brought into the premises, other than for an event agreed to by the Selsey Town Council. No animal whatsoever to enter the kitchen at any time.

10. Compliance with the Children's Acts

The Hirer shall ensure that any activities for children comply with the provisions of the Children's Acts and that only fit and proper persons have access to the children. Under the terms of the Town Council's Child Protection Policy any Hirer working with children or vulnerable adults on the premises must confirm that they are DBS checked (formerly CRB).

11. Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of un-authorized advertisement for any event taking place at the premises. Failure to observe this condition may lead to prosecution by the Local Authority.

12. Damage Bonds

A damage waiver bond will be payable as a deposit and held by the Town Council. The value of the damage waiver bond will be dependent on the purpose of the hall hire i.e. Activity, as laid out below:

- Event where alcohol is not served - £150
- Event where alcohol is served - £250
- Wedding Reception or Party - £300

The Town Council reserves the right to request a damage bond of a greater value at the discretion of the Town Clerk. The bond will be destroyed or returned to the hirer after the hiring period when all outstanding charges have been satisfied and may be used to offset damages made to premises or equipment during the hire period. The value of the bond does not represent a maximum of charges that may be made. Interest will not be paid on any bond held.

13. Setting Up and End of Hire

The Hirer is responsible for the setting up of all the equipment required for the booking. The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, and any contents temporarily removed from their usual position must be properly replaced otherwise the Town Council shall be at liberty to make an additional charge. The Hirer will also be responsible for the collection of and return of the keys to the Town Council Offices (within 24 hours).

14. Stored Equipment

Groups or individuals can only store items in the buildings by prior agreement, and in the appropriate cupboard or storage space allocated to them with rental paid in advance. Any items found outside of these agreements will be removed for safety reasons, as at the end of each hire, the hall floor spaces are to be left completely clear. Storage space will be limited and will be allocated on a 'first come, first served' basis. Selsey Town Council accepts no responsibility for any stored equipment or other property brought onto or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees may be charges for each day or part day at the hire fee rate until same is removed.

15. No Alterations

No alterations or additions may be made to the premises nor may any fixtures be installed nor placards, decorations or other articles be attached in any way without the prior permission of the Town Council. The Hirer must make good any damage to the halls made by the removal of said fixtures or decorations.

16. Kitchen Use

There will be no charge for the use of the kitchen for serving refreshments to the hiring organisations own members provided that they supply their own provisions, serve themselves and leave the kitchen in clean and tidy state. The hirer will be responsible for providing materials to wash-up. The Town Council reserves the right to make an additional charge if these conditions are not met.

Any organisation using the kitchen or its equipment for fundraising or where they are charging the public for refreshments will pay for the use of the kitchen. A charge will also be made where exclusive use of the kitchen is required for full catering purposes.

17. Cancellations

The Town Council reserves the right to cancel the hiring in the event of: -

- The premises being required for use as Polling Station for a Parliamentary or Local Government Election or By-Election
- The Town Council reasonably consider that such hiring will be in breach of licensing conditions or other legal statutory requirements, or that unlawful or unsuitable activities will take place at the premises as a result of that hiring
- The Hirer failing to provide suitable evidence of a DBS check in the appropriate cases
- The premises becoming unfit for the use intended by the Hirer
- The premises being used for an emergency to accommodate victims

In any such case the Hirer shall be entitled to a refund of any monies already paid for that hiring, but the Town Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages.

A cancellation fee will be payable by the Hirer where the booking is cancelled less than one month before the hire date at a rate of 50% of the booking fee. If a hiring is cancelled less than one week before the hire date the charge will be 100% of the total booking fee.

18. Variation to Rates of Hire

The Town Council reserves the right to increase the rates of hire provided that they give the Hirer one month's notice in writing.