

COMMUNITY HALL COMPLEX AT SANDHURST MEMORIAL PARK & 4 WATERSIDE LANE -

STANDARD TERMS AND CONDITIONS OF HIRE

1. **THE HIRER** will, during the period of the hiring, be responsible for supervision of the premises and as such must be present for the duration of the hire, the fabric and the contents, safely from damage, however slight or change of any sort and the behaviour of all persons whatever their capacity.
2. **THE HIRER** shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-let the premises.
3. **THE HIRER** shall not allow the premises to be used for any unlawful 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.
4. **THE HIRER** shall not sell intoxicating liquor without the prior consent of the Council. A copy of the Temporary Events Notice and any other Licenses requested by the Council shall be presented to the Town Council office FIVE WORKING DAYS BEFORE THE PERIOD OF HIRE. **Failure to do so will result in the cancellation of the booking.**
5. **THE HIRER** shall be responsible for obtaining such licenses or Temporary Events Notice as may be needed whether for sale or supply of intoxicating liquor, or for Phonographic Performance or otherwise, and for the observance of the same.
6. Where **THE HIRER** is an organisation or club they should make their own arrangements for any third party insurance: Public Liability and an extension should be included for damage to premises used.
Where **THE HIRER** is a private individual the public liability insurance is included in the charge subject to £250 excess.
Sandhurst Town Council accepts no liability for loss or damage of goods, clothes, valuables etc.
7. **THE HIRER** is responsible for ensuring that the doors are kept shut when music is in progress to reduce noise nuisance to neighbours. There is a noise sound meter in place which will cut off music if it is above acceptable level.
8. **THE HIRER** shall vacate the site by the time stated on the Agreement. Failure to do so will result in a financial penalty recovered from the indemnity deposit and possible legal action due to occupying the premises without permission.
9. **THE HIRER** shall be responsible for leaving the premises and surroundings in a clean and tidy condition. On arrival the Caretaker will run through a checklist to ensure

that the hirer is aware of their responsibilities. At the end of the booking the same checklist will be completed with the hirer. Only on the satisfaction of the Caretaker will the full refund of the Indemnity Deposit be arranged. NB please note this is not immediate.

10. **THE HIRER** shall be aware that the hall capacity is 150 seated and 200 standing. The Kitty Dancy Room is 100 seated and 140 standing. Little Sandhurst has a capacity of 40 seated and 60 standing and these must not be exceeded.
11. **IF THE HIRER** wishes to cancel the booking(s) 4 weeks' notice in writing is required or the deposit will be forfeited.
12. **THE COUNCIL** reserves the right to cancel any hiring in the event of the Hall being required for use as a Polling Station for a Parliamentary or Local Election or other requirement of the Council, in which case **THE HIRER** shall be entitled to the refund of any monies already paid.
13. **THE COUNCIL** reserve the right to consider future bookings up to 18 months in advance of the current date.
14. **THE COUNCIL** reserve the right to increase the price of hiring the Sandhurst Community Hall complex on the 1st April each year. Any pre-booked hires will be charged at the increased rate if applicable.
15. **THE COUNCIL** reserve the right to charge the hirer for the duration that the hall is occupied by them. This includes time required for setting up prior to the event and cleaning up after the event.
16. **THE HALL CAPACITY** is 150 seated and 200 standing. The Kitty Dancy Room is 100 seated and 140 standing. Little Sandhurst has a capacity of 40 seated and 60 standing.
17. **THE COUNCIL** reserves the right to enforce a penalty charge for any hirer not vacating the hall at the agreed end time. This will be charged once a hirer exceeds the booked time of vacating at a rate equivalent to the hourly rate per every 30 minutes over the time.

18. **THE DUTY CARETAKER** reserves the right to terminate any booking in progress if the behaviour is deemed unacceptable.

PERFORMING RIGHTS SOCIETY

THE COUNCIL shall be responsible for the registration with the Performing Rights Society (PRS).

THE HIRER shall comply with all the conditions and regulations made in respect of the premises by the Town Council, the Local Authority, Local Magistrates Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

GAMING BETTING & 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.

FOOD & DRINK

THE HIRER must inform the Council of any intended use of the outside areas for recreational purposes.

Barbeques are prohibited from 1st June – 30th September anywhere on the Memorial Park.

The oven is to be solely used for the heating up of food, not cooking.

THE HIRER shall if preparing or serving food observe all relevant food health and hygiene legislation and regulations.

FOOD AND DRINKS ARE NOT PERMITTED DURING HIRES IN THE KITTY DANCY HALL.

ELECTRICAL APPLIANCES

THE HIRER shall ensure that any electrical appliances brought themselves (or anyone in connection with this hire, e.g. DJs, caterers, etc.) to the premises and used there shall be safe and in good working order and used in a safe manner; fitted with effective suppressers and properly earthed and insulated and PAT tested where required.

THE COUNCIL reserves the right to disallow the use of Bubble Machines and Smoke machines.

EXTERNAL DOOR SECURITY

THE COUNCIL reserve the right to insist on External Door Security being provided at the expensive of the hirer for any parties for teenager – 21-year-olds. The security team must hold a valid SIA license and proof of this will be required by the council.

RESPONSIBILITIES

THE HIRER is responsible for all conditions being met on the night must sign the booking form and be present for the duration of the hire.

THE HIRER shall be responsible for the security of the building during the period of hire. The front door must be secured when not in use to prevent unauthorised admissions to the building. Fire exits and escape routes must be kept free from obstruction. In the event of the fire alarm sounding **THE HIRER** must call the Fire Brigade and ensure the premises have been vacated.

THE HIRER shall ensure that the “No Smoking” rule is obeyed this includes the whole building.

THE HIRER shall not erect any advertising materials on street furniture or outside the perimeter of the grounds. (This is to comply with Bracknell forest Borough Council and Highway legislation).

THE COUNCIL will provide a fire precautions leaflet and explain the procedures fully before the event begins.

FURNITURE

THE HIRER may use the tables and chairs provided but may not use any other equipment belonging to other users of the hall. All tables and chairs must be returned to the storage areas.

THE HIRER shall not move any furniture from any of the rooms under any circumstance.

DAMAGE AND INJURY

DAMAGE TO THE WALLS & BUILDING- Nothing may be stuck to the walls, doors, windows, floors, curtains or stage or the outside of the building without the written consent of SANDHURST TOWN COUNCIL. There are cork boards which may be used in the Main Hall.

THE COUNCIL shall not be responsible for any loss to or damage to any vehicle or any possession which is the property of the hirer or of person using the premises.

THE COUNCIL shall not be responsible for injury to any person unless negligence on the part of the Council can be proved.

THE COUNCIL will return the indemnity deposit after the event providing the hall is in good condition.

RUBBISH

THE HIRER may leave no more than **4** black sacks of rubbish.

CAR PARKING & FOB ENTRANCE

THE HIRER will need to inform the Council if they have a vehicle over 2 metres high as the height barrier will need to be opened to allow access.

HIRERS requiring vehicle access to the front of the hall for loading and unloading outside of office hours (Mon-Fri 9-5) will be able to obtain a key to the bottom barrier. A deposit of **£50** will be required for the key. The key must be collected from and returned to the council offices following each hire. The key must be collected by the hirer only and **will not** be given to a third party.

All Vehicles must be moved to the car park during the hire to keep the access free for emergency vehicles. The Council reserve the right to allow staff to park beyond the barrier for legitimate council purposes.

Should the hire be at the Little Sandhurst Community Hall there will be a fob issued for entry. A deposit of **£50** will be required for the fob. The fob must be collected from and returned to the council offices following each hire. The fob must be collected by the hirer only and **will not** be given to a third party.

THE COUNCIL reserves the right to remove this facility if the gate is left unlocked at any point during the booking.

The key remains the property of **THE COUNCIL** and it must be surrendered to the Council office during the week following the booking. The deposit of £50 will then be returned.

THE COUNCIL do not allow hirers to reserve areas of the car park.

THE MAIN CAR PARK GATE will be locked at 10.00pm. Hires continuing beyond this time will have the gate opened by the on duty caretaker at half hour intervals beginning at 10.25pm and continuing until the end of the hire time to allow all vehicles to exit.

THE HIRER will abide by the principles **RESPECT, RESPONSIBILITIES & RIGHTS** in all matters relating to this contract.