

FORDBRIDGE TOWN COUNCIL
CONDITIONS OF HIRE - FORDBRIDGE CENTRE
(TO BE RETAINED BY THE APPLICANT)

APPLICATIONS

1. Applications for hire must be made on the official form to the Clerk of the Council at least twenty one clear days before the hiring is due to take place. The Council reserves the right to refuse any application without stating a reason.
2. Applications will not be considered from persons under 18 years of age.
3. No public announcement of any function will be made until the application for hire has been accepted by notice in writing addressed to the hirer.
4. If the application is accepted the person making application shall be deemed to be the hirer and responsible to the Council for the payment of all monies and the observance of these conditions.
5. The precise purpose for which the accommodation is required must be clearly and fully stated in the application.

CHARGES

6. Charges for hiring shall be in accordance with the current scale of charges or any amendment thereof which may be made by the Council not less than three months before the date of the event for which the accommodation has been hired. Any such amendment to the scale of charges shall be communicated to the hirer who may within seven days of such notification withdraw the application.
7. All hire fees shall accompany the application and will secure the accommodation for the specified date and time. The security deposit (see Condition No. 12) must be paid no later than fourteen days before the date of hiring. Failure to pay the deposit will result in cancellation of the hiring and loss of all hire fees.

PAYMENT

8. Cheques, money orders, postal orders must be made payable to "Fordbridge Town Council" and crossed "not negotiable account payee".

SUB-LETTING

9. The hirer shall not sub-let the accommodation or any part thereof.

CANCELLATION

10. The Council shall be entitled summarily to cancel a hiring:-
 - (i) Prior to commencement of the hiring
 - (a) If it should appear to the Council that the hirer has made a material omission from the information in the application for hire.
 - (b) If, before commencement of the function/event, the programme or other details previously requested have not been approved by the Council.
 - (c) If any sum payable under clause 6 hereof is not paid.
 - (ii) During the Hiring

If it appears to the Council that the purpose for which the accommodation is being used is not the purpose approved or, in the Council's opinion, is undesirable, or the conduct of any person(s) is unacceptable.
11. The Council reserves the right to withhold all monies paid in the event of the hirer cancelling the hiring.

DAMAGE, LOSS AND ACCIDENTS

12. The hirer shall pay to the Council a security deposit against the cost of making good any damage to or loss of building, furniture, carpets, furnishings or fittings or any articles owned by the Council arising out of the hiring of the accommodation. In the event of such costs exceeding the amount of the security deposit paid, the hirer undertakes to pay the **full** amount of such damage or loss as certified by the Clerk of the Council. The hirer shall indemnify the Council against all claims, costs or demands in respect of personal injury and/or loss or theft and/or damage to property however suffered or incurred by any person body or Company whatsoever which may arise out of the hiring of the accommodation.

MAINTENANCE OF GOOD ORDER

13. The hirer shall at all times be responsible for the maintenance of good order and restriction of entry by unauthorised persons to the function/event and for ensuring that no person trespasses on parts of the premises not hired by the hirer. Upon the instructions of the Council, the hirer shall remove or cause to be removed any person(s) from the accommodation hired.

PARKING OF VEHICLES

14. Under no circumstances will the Council accept responsibility for loss or damage to any car or other vehicle which in connection with the hiring may be bought or left within the precincts of the premises. The hirer shall ensure that no car or other vehicle is allowed to be parked in any unauthorised position, and that any instructions given by any of the Council's staff or employees in regard to the parking of the vehicles are strictly observed.

VACATION OF THE PREMISES

15. Hirings/functions shall close no later than 10.30 p.m. on Monday to Thursdays inclusive or 11.00 p.m. on Fridays, Saturdays or Sundays (unless a later closing time has been previously authorised by the Council). The hirer must ensure that the premises are vacated by all persons attending the function/event within 30 minutes of such closing time. The hirer must further ensure that all articles brought onto the premises in connection with the hiring are removed within this time limit.

COMPLAINTS

16. Any complaints respecting any of the arrangements must be made in writing to the Clerk of the Council within 48 hours of the cause of such complaint arising.

PROHIBITIONS

17. All hirings are subject to the following prohibitions:-
- (a) NO BOLTS, NAILS OR TACKS TO BE DRIVEN INTO ANY PART OF THE ACCOMMODATION INCLUDING FURNISHINGS, FIXTURES AND EQUIPMENT.
 - (b) THE USE OF GAS FILLED BALLOONS IS PROHIBITED.
 - (c) NO WAX OR POWDER TO BE PLACED ON ANY FLOORS
 - (d) COTTON WOOL SHALL NOT BE USED FOR DECORATIONS OF ANY KIND
 - (e) THE COUNCIL RESERVES THE RIGHT TO REFUSE TO ALLOW TO BE BOUGHT INTO THE ACCOMMODATION ANY ARTICLE OR APPLIANCE WHICH ARE CONSIDERED DANGEROUS OR OFFENSIVE.
 - (f) NO ALTERATIONS OR ADDITIONS SHALL BE MADE BY THE HIRER TO THE LIGHTING, HEATING, FITTINGS, FIXTURES OR OTHER ARRANGEMENTS OF THE ACCOMMODATION.

- (g) IN CONNECTION WITH ANY PUBLIC ENTERTAINMENT, THE HIRER SHALL BE RESPONSIBLE FOR THE PREVENTION OF OVERCROWDING SUCH AS TO ENDANGER PUBLIC SAFETY AND FOR KEEPING CLEAR ALL PASSAGES AND EXITS.
- (h) THE PREMISES MUST BE KEPT IN A CLEAN AND TIDY CONDITION. (The Council reserves the right to withhold all or part of the deposit paid in the event of the accommodation being left in an unreasonable condition.)
- (i) THE MAXIMUM NUMBER OF PERSONS PERMITTED AT ANY FUNCTION/EVENT WHICH IS THE SUBJECT OF A HIRING IN THE MAIN HALL SHALL BE **ONE HUNDRED AND FORTY** (140).
- (j) NO ANIMAL (OTHER THAN A SUPPORT DOG ACCOMPANYING ITS OWNER) SHALL BE BROUGHT ON TO ANY PART OF THE PREMISES, WITHOUT THE EXPRESS PERMISSION OF THE COUNCIL.

FOOD SAFETY/HYGIENE

18. The preparation and storage of food on the premises is subject to various Food Safety legislation. It is the hirer's responsibility to ensure that all relevant precautions are taken when preparing food on the premises.

FIRE PROCEDURE

19. Notices are displayed around the Centre, setting out the action to be taken in the event of a fire or other emergency. It is the hirer's responsibility to account for their guests by conducting a roll call or similar exercise after evacuation.

RIGHT OF ENTRY

20. The Council reserves the right, to its Members, Officers and Employees and such other persons as may be duly authorised for this purpose, of free and uninterrupted entry at all times to the accommodation.

PREVENTION OF USE OF ACCOMMODATION THROUGH STRIKES ETC

21. The Council will not be responsible for any loss or damage suffered by the hirer in the event of the accommodation not being available by reason of accident, war, civil commotion, vandalism, force majeure, strike, lockout or other like cause. At times of public mourning and at the times mentioned in this condition the Council may cancel the hiring/function/event without making any compensation whatsoever to the hirer except that all monies paid in respect of the hiring will be refunded to the hirer.

LICENSING OF RECORDED MUSIC

22. In the event of the hirer using any recorded music at the function, the hirer shall be responsible for the payment of any fees which may thereby become due to the Phonographic Performance Ltd; or the Performing Rights Society Ltd; or any other person.

ROYALTIES, etc.

23. The hirer will be liable for, and must make arrangements for, the payment of any taxes or any Royalties chargeable in respect of the function

LICENSING

24. The hirer will be liable for obtaining and observing any licence or permission required in respect of the function and the payment of any relevant fees or charges.
25. The hirer shall strictly observe the conditions of any licence granted in respect of the premises.

ALCOHOL AND OTHER BEVERAGES

26. Only alcohol, soft drinks and other beverages purchased at the bar can be consumed on the premises during the course of a function. Any person contravening this condition will be asked to leave.

OBSERVANCE OF CONDITIONS,REGULATIONS etc.

27. The hirer hereby undertakes with the Council:-
- a) at his own cost strictly to observe and perform:-
 - i) all relevant statutory revisions and regulations,
 - ii) all instructions given to him by the Council or the Clerk to the Council under or in pursuance of the terms of this Contract.
 - b) to indemnify and save harmless the Council,their Officers and Servants from all actions,expenses,claims,damages,penalties and demands which they may incur in consequence of any breach of or default or negligence in the performance of any such provision,conditions or instruction.If the hirer,his servants or agents,fail,refuse or omit to comply with any such provisions,regulations,conditions or instructions,he and they may be excluded from the premises until he or they shall have complied with them,but this shall be without prejudice to the Council's Right under the Contract.

CONSULTATION WITH CLERK TO THE COUNCIL

28. Detailed arrangements for the use of the premises shall be made by the Hirer with the Clerk to the Council.No other part of the premises/building other than those specified in the application form shall be used.Payment shall be made direct to the "Fordbridge Town Council".
29. All other rules and regulations governing the use of the room as displayed will also apply and must be observed.

INTERPRETATION

In these conditions:

“Council” means Fordbridge Town Council and the Clerk to the Council
