

# EARLEY TOWN COUNCIL CONDITIONS OF HIRE FOR GROUPS

#### **MANAGEMENT OF BOOKINGS**

- 1. All communication regarding a hirer's bookings must be to the Council's Booking Administration Officer.
- 2. Cancellation of any bookings by a hirer must be made in writing, a minimum of 14 days in advance of the date of the booking, otherwise you will be charged.
- 3. Should the Town Council need to cancel a booking due to an event, such as an election or scheduled maintenance as much notice as possible will be given, at least 7 days.
- 4. Cancellation of a booking by the Council in the event of an emergency or a Health & Safety issue will be subject to no notice period.
- 5. In accordance with the **Prevent Duty** created by the Home Office as part of the Government's Counter-Terrorism Strategy, the Town Council will conduct due diligence checks when taking bookings to ensure its facilities are not being used to promote radicalisation and extremism
- 6. The Council reserves the right to refuse or terminate a regular booking.

#### **PAYMENT**

- 7. When booking to become a regular hirer, an initial payment of 4 weeks hire fees will need to be made upfront based on the hire fee. If booking for a one-off booking, payment will need to be made at the time of the booking.
- 8. Invoices are issued in arrears at the end of every month and must be paid by the due date. The Council reserves the right to charge a fee of £10.00 per communication if payment is not made on time.

## **HIRE PERIODS**

- 9. The duration of the hire period must include anytime required for setting up and clearing away.
- 10. Hirers will not be permitted to enter the premises before their booked hire time.
- 11. Hirers must ensure that they vacate the premises promptly by the end of their hire time, so that the next class, group or activity can start their hire period on time.

## **USE OF ROOMS**

- 12. Rooms must be left in a clean and tidy condition. It is the responsibility of the hirer to wipe clean and put away any tables and chairs used during the hire period. Any spillages must be cleaned up as soon as possible. All rubbish must be deposited in bins provided. Additional charges may be applied by the Town Council for the disposable of rubbish or cleaning of kitchen if this is not carried out by a hirer.
- 13. Hirers must not apply any substance or cleaning products to the floor or stick things to the floor.

## **USE OF TOILETS**

14. Toilets are available and will have to be shared with hirers who are in other rooms.

## **USE OF KITCHEN**

- 15. Hirers may hire the kitchen on request only for a charge. Please note that the kitchen may have to be shared with hirers from an adjacent room. Cutlery, crockery, tea towels etc. are not provided and the kitchen must be left how it was found and rubbish must be placed in the bin provided.
- 16. A hirer is responsible for ensuring they are compliant with food safety guidelines, including food allergens, if they are serving food to members of their group, class or activity.

## **HEALTH & SAFETY**

- 17. Hirers are responsible for the safety of their class, group or activity members and therefore should familiarise themselves with the premises in relation to fire call points, fire exits and first aid kits.
- 18. Hirers are required to provide a copy of their current Risk Assessment.
- 19. In accordance with **Martyn's Law**, officially the Terrorism (Protection of Premises) Act 2025, the Town Council encourages all hirers to consider how they will reduce the risk of physical harm being caused to their attendees and consider how they would move people to safety/evacuate, in the event of terrorist attack and to make this part of their risk assessment.
- 20. The premises are serviced by fire alarms which are tested on a weekly basis. Should the fire alarm be falsely activated, a £25.00 charge will be applied.

## **INSURANCES & LICENCES**

- 21. Hirers who are a commercial business must have their own Public Liability Insurance cover in relation to their particular class, group or activity and a copy supplied to the Bookings Administration Officer.
- 22. The Council accepts no liability for accidents/liabilities arising from individual groups/activities whilst on the premises or car park. Any accidents must be reported to the caretaker or the Bookings Administration Officer.
- 23. The premise is covered by a PPL PRS music licence, however hirers if using music should check if they require their own separate licence in order to play music during their class, groups or activity.

#### **ELECTRICAL EQUIPMENT**

24. It is a hirers responsibility to ensure that any electrical equipment they bring to a community centre to use during a class or activity, such as portable music players etc, are in good working order and hirers should consider having the electronic equipment they use regularly PAT tested (Portable Appliance Testing).

#### **LOSS & DAMAGE**

- 25. The Council accepts no liability for the loss or damage to a hirer's equipment and hirers are responsible for insuring their own property.
- 26. Hirers are responsible for any loss or damage to Council fixtures and fittings during their hire period.
- 27. Any loss or damage must be reported as soon as possible and no later than 24hrs after the booking to the caretaker or Bookings Administration Officer.

## **ACCESS CONTROL**

- 28. Radstock Community Centre & Maiden Place Community Centre have an access control system, which means that a code is required to gain access.
- 29. Hirers will be issued with codes which will allow them and their attendees access during the hire period and it is the hirer's responsibility to ensure that codes are not abused.
- 30. Hirers are not permitted to prop open the main door when the door is on access control.
- 31. Due to the nature of a group's activity, it may be possible for the main door to be released from the access control system to allow people to enter the centre freely, which means the main door will open without entering a code. This option can be discussed with the Bookings Administration Officer on booking, if required.

## **NOISE**

- 32. Hirers using music during their group, class or activity must keep the sound and bass down to a reasonable level, especially when other hirers are using adjacent rooms. Hirers must also consider noise levels if windows are open, especially if the premise is located in a residential area.
- 33. A noise controller is installed at Maiden Place Community Centre and Radstock Lane Community Centre and it set at 93dBA. The indicator operates on a "traffic light" system affixed to the wall of the Main Hall. A green light will show if the noise is below the prescribed level. When the level is exceeded, the amber light will show and if the excessive level is maintained, a red light will show indicating that "cut off" is imminent. The power will then be cut and will automatically be restored after a 10 second interval. The Council herby gives notice that it is not responsible for any damage caused by the use of this monitor.
- 34. If the noise controller is deliberately bypassed, a charge will be applied and a hirer risks having future bookings cancelled.

#### **GENERAL**

- 35. Gambling on the premises is not permitted.
- 36. Smoking on the premises or close to the premises is not permitted.
- 37. The consumption of alcohol is not permitted, unless prior permission has been granted by the Council.
- 38. The selling of alcohol is not permitted.

These conditions are not definitive and may be varied by the Council, such variation to be notified to the hirer before being given effect. The Town Council's decision on all matters is final.

The Council (by its appointed officer) reserves the right to reasonable entry to the premises.