

SHERINGHAM COMMUNITY CENTRE BOOKING TERMS & CONDITIONS FOR ALL HIRERS

2023



Adopted & Ratified at Full Council:
28TH March 2023

Next Planned Review:
March 2025

BOOKING TERMS AND CONDITIONS FOR HIRERS

Contents

1.	Bookings and Payments	3
2.	Cancellations	3
3.	Use of the Premises, Management, Supervision and Equipment	3
4.	Start and End of Hire	4
4.6	Capacity	4
5.	Safeguarding	4
5.4.	Bouncy Castles	4
6.	Health and Safety	5
6.3	Fire	5
6.5	Smoking	5
6.6	Electrical Safety	5
6.7	Drunk & Disorderly Behaviour and Supply of Illegal Drugs	5
6.8	Food Hygiene	5
6.9	Animals	6
6.10	Accidents and Dangerous Occurrences	6
6.11	Explosives and Flammable Substances	6
7.	Lost Property	6
8.	Damage and Insurance	6
8.7	Stored Equipment	7
9.	CCTV	7
10.	Betting, Gaming and Lotteries	7
11.	Music Copyright Licensing & Film Shows	7
12.	Noise	7
13.	General Data Protection Regulations (2018) Policy	7
14.	Complaints Procedure	7

1. Bookings and Payments

1.1 Bookings will only be permitted when accompanied by a completed Booking Form.

1.2 All bookings must be made by hirers over the age of 18. The hirer accepts responsibility for being in charge of their event and the hired room at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision are met.

1.3 It is the Hirers responsibility to ensure the accuracy of the information provided to Sheringham Town Council.

1.4 All letting fees for non-regular bookings must be paid in full at the time of booking. Bookings made 14 days (or more) in advance will be held for 7 days without payment, after which time, they will be cancelled if no payment has been received. Hirers wishing to rebook at Sheringham Community Centre following a cancellation as a result of non-payment are required to pay the full fee upfront in order to secure their letting.

1.5 Lettings are required to be a minimum of 1 hour.

1.6 The Town Council reserves the right to adjust charges at any time to meet increases in costs. Any increases in charges will not be retrospectively applied to any hirer who has paid in advance.

1.7 Payment for Hire will only be accepted by Cheque or BAC's. It is preferred that all payments are made by BACS – please contact communitycentre@sheringhamtowncouncil.gov.uk for details.

2. Cancellations

2.1 Hirers must provide a minimum of 7 days cancellation notice to Sheringham Town Council. Cancellations will be refunded by the Council when 7 or more days' cancellation notice is supplied.

2.2 Sheringham Town Council reserves the right to cancel any bookings made at Sheringham Community Centre. In the event that the Town Council must cancel a booking, it will endeavour to provide hirers a minimum of 14 days' notice. This, however, may not be possible in the event of an emergency.

3. Use of the Premises, Management, Supervision and Equipment

3.1 Centre equipment, other than that specified at the time of letting shall not be used.

3.2 Hirers who have multiple bookings for the same room on any given day which render the room unlettable due to equipment being left out between sessions by the Hirer, may be required to pay for the lost time between bookings. It is at the discretion of Sheringham Town Council whether to levy this charge. Assessments will be made on a case-by-case basis. Note - This applies to any bookings with more than a 30-minute gap between lettings.

3.3 Should Hirers experience or note any issues with either their booking, the premises or STC equipment, details should be reported to the Caretaker on duty.

3.4 Nails, tacks, screws etc. shall not be driven into, or adhesives fixed to walls, floors, ceilings, furniture, or fittings, unless previously agreed in writing by Sheringham Town Council.

3.5 Footwear likely to damage the floors is not to be worn.

3.6 Alterations to lighting or heating systems are forbidden.

3.7 The hirer and their parties must only use the rooms hired as per the booking form.

3.8 Alcohol shall not be consumed on the Centre premises except with the permission of the Town Council and will be subject to the conditions made at the time of booking. A Temporary Events License if needed must be obtained by the Hirer.

3.9 The Hirer shall not sub-hire or use the room or allow the room to be used for any unlawful or unsuitable purpose or in any unlawful way.

3.10 The Hirer shall not do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies.

3.11 The Hirer shall, during the period of the hiring, be responsible for supervision of the room, the fabric and the contents.

3.12 The Hirer shall be responsible for their care, safety from damage, however slight, or change of any sort, and the behaviour of all persons using the room, whatever their capacity.

4. Start and End of Hire

4.1 Hirers and their group should refrain from arriving at the Centre earlier than the commencement of their booking and this includes use of the communal car park.

4.2 Hirers who require additional time beyond that allowed to set up for their booking must ensure this is appropriately noted on their booking. Such additional time will be charged at the usual rates. Prior access to the room of Hire will not be permitted unless agreed in writing by Sheringham Town Council.

4.3 The hirer and their group shall ensure they vacate the room of hire at the time specified on their booking form. Charges may be levied to Hirers who continue to use the premises after the time specified on the booking form.

4.4 Litter and property belonging to the hirer or their servants or agents, is to be removed by the hirer at the end of the period of hire. The hirer will pay any costs incurred in removing these items.

4.5 The rooms and common areas are to be left in a clean and tidy condition after use. The cleaning costs to restore the rooms to their original state will be the responsibility of the user. Any additional cleaning required at the end of the use will be recharged to the Hirer.

4.6 Capacity – The hirer agrees NOT to exceed the maximum permitted number of people including the organisers/performers:

- Mac McGinn - Main Hall seated at tables dining room style 182 people maximum.
- Mac McGinn - Main Hall seated in rows 182 people maximum.
- Mac McGinn - Main Hall standing spectator event 240 people maximum.
- Mac McGinn - Main Hall as a sports room 40 people maximum.
- Upstairs Meeting Rooms either room 5 or room 6 with divider in place seated at tables or in rows 30 people maximum, exhibition room style 24 people maximum, as a sports room 10 people maximum.
- Upstairs Meeting Rooms 5 & 6 as combined to one room seated at tables or in rows 60 people maximum exhibition room style 48 people maximum, as a sports room 20 people maximum.

5. Safeguarding

5.1. It is the hirer's responsibility to ensure that the correct ratio of adults to children (under 18 years of age) is strictly adhered to. The Minimum requirements as per the NSPCC are:

- 0-2 years 1:3
- 2-3years 1:4
- 4-8 years 1:6
- 9-12 years 1:8
- 13-18years 1:10

Specific activities may require more than the minimum and ideally 2 adults should be present.

5.2. When hiring for a private children's party, hirers will be responsible for all children in attendance whilst using the Centre.

5.3. The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding of Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks should have access to the children. Checks may also apply where children

over the age of eight and vulnerable adults are taking part in activities. The Hirer shall provide the Clerk with a copy of their DBS check and Child Protection Policy on request.

5.4. Bouncy Castles – For public safety reasons exterior Bouncy Castles are not permitted anywhere on the field. Interior Bouncy Castles are permitted if provided by a professional hire company and must be attended to at all times.

6. Health and Safety

6.1 It is the responsibility of the hirer to make themselves aware of the necessary health and safety regulations appertaining to the use of the premises. The Hirer shall also comply with the Town Council's Health & Safety Policy and Hirers Information Manual, which is available in the reception area or electronically to Hirers on request from the Clerk.

6.2 The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Local Authority, the Licensing Authority, and the Town Council's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided, or which is attended by children.

6.3 **Fire** – The hirer must be aware of the necessary fire regulations. It is also the responsibility of the hirer to designate a 'responsible person' to take charge in the event of an emergency. The Fire & Rescue Service shall be called to any outbreak of fire, however slight, and details shall be given to the Clerk.

6.4 The Hirer acknowledges that they received instruction in the following matters:

- The action to be taken in the event of a fire. This included calling the Fire Service and evacuating the Hall.
- The location and use of fire- fighting equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Location of First Aid boxes.

In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- That all fire exits are unlocked and in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That all exit signs are illuminated.
- That there are no obvious fire hazards on the Premises.

6.5 **Smoking** – The Hirer shall comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the building. The Hirer shall ensure that anyone wishing to smoke or use E-Cigarettes on the premises which includes the communal car park, does so outside and disposes of cigarette ends, matches etc. in the receptacles provided in a tidy and responsible manner, so as not to cause a fire.

6.6 **Electrical Safety** – The Hirer shall ensure that any electrical appliances brought by them to the Premises and used there shall be safe, in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989. All trailing leads and extensions should be covered in a temporary safety trunking or covered with a safety mat. Trailing leads must not be taped to the floor.

6.7 **Drunk & Disorderly Behaviour and Supply of Illegal Drugs** – The Hirer shall ensure that in order to avoid disturbing neighbours to the Premises and avoid violent or criminal behaviour, care is taken to avoid excessive consumption of alcohol if permission has been granted under license. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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.

6.8 Food Hygiene - The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. The Hirer shall provide the Clerk with a copy of their food hygiene certificate(s) along with liability insurance certificate.

The hirer shall observe food health and hygiene legislation and regulations relating to dairy products, vegetables and meat on the Premises which must be refrigerated and stored in compliance with the Food Temperature Regulations. The kitchens are provided with a refrigerator and thermometer. It is the Hirer's responsibility to ensure that the facilities provided are adequate for the purpose of hire. It is the Hirer's responsibility to ensure that they have their completed 'Managing Food Allergen Information' for any customer who says they have a food allergy. (For more information visit: Safer food, better business (SFBB) | Food Standards Agency)

6.9 Animals - The Hirer shall ensure that NO animals (including birds) except guide dogs are brought onto the Premises, other than for a special event agreed to by the Clerk. No animals whatsoever are to enter the kitchen at any time.

6.10 Accidents and Dangerous Occurrences - The Hirer must report all accidents involving injury to the public to the Clerk as soon as possible and complete the relevant section in the Premises' accident book. Any failure of equipment belonging to the Premises or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury may need to be reported in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

6.11 Explosives and Flammable Substances - The Hirer shall ensure that:

- Highly flammable substances are not brought into or used on any part of the Premises.
- Smoke-generating machines are not brought into or used on any part of the Premises.
- No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Clerk. No decorations are to be put up near light fittings.
- For the avoidance of doubt, the Clerk deems Chinese Lanterns to be Flammable Substances.
- No naked flames, imitation candles are permitted.

7. Lost Property

7.1 Any belongings left at Sheringham Community Centre and found by the Town Council/Caretaker will be kept securely in the Care Takers office. Where possible hirers will be contacted to inform them of property found.

7.2 If property is not collected after 3 months, it will be disposed of.

8. Damage and Insurance

8.1 The hirer undertakes to make good any damage to the property caused by the neglect or default of the hirer or organisation or their servants or agents.

8.2 The Town Council shall not be liable for any injury (including injury resulting in death) or damage to or loss of property, which shall or may occur to, or be sustained by the hirer, their assistants, servants or agents, or other's entering on the property in the exercise or purported exercise of the hiring (except such injury or damage may occur by reason of the neglect of the Town Council or its servants or agents acting within the scope of their authority).

8.3 The hirer will indemnify and keep indemnified the Town Council, its servants and agents from and against all claims and liabilities in respect of such injury or damage and all actions, proceedings, costs, damages and expenses in regard thereto and also from and against all other liability, claims, demands, proceedings, costs, damages and expenses in respect of injury to persons whomsoever (including injury resulting of death) and damage to or loss of property whatsoever which may arise and of, or in consequence of, the exercise or purported exercise of the hiring.

8.4 If the hirer of a non-commercial event engages the services of a person or persons who operate on a commercial basis, then the Hirer must ensure that the provider has their own public liability cover as the Town Council's insurance does not insure their liabilities.

8.5 In cases of commercial hire, the Hirer shall take out adequate insurance to insure such liability and prior to the event, shall produce the policy and current receipt or other evidence to the Clerk. Failure to produce such a policy and evidence of cover will render the hiring void.

8.6 Sheringham Town Council is insured against any claims arising out of its own negligence.

8.7 Stored Equipment – The Town Council accept 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.

9. CCTV

9.1 CCTV is in operation on these premises, including the communal car park for the purposes of crime prevention.

10. Betting, Gaming and Lotteries

10.1 The Hirer shall ensure that no gaming takes place on the premises unless a gaming license has been obtained.

11. Music Copyright Licensing & Film Shows

11.1 The hirer, their group, servants or agents shall not infringe any copyright or performing rights and undertakes to indemnify the Town Council against costs for any infringement.

11.2 The Town Council holds the relevant licenses with the Performing Rights Society (PRS) for public performances of musical compositions and the Phonographic Performance License (PPL) for the public performances of recorded music.

11.3 All Commercial Hirers who use recorded music, such as aerobics instructors, shall hold their own PPL license.

11.4 Showing of films to Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. The Hirer shall ensure that they have the appropriate copyright licenses for films.

12. Noise

12.1 The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the Premises and comply with any other licensing conditions for the Premises.

13. General Data Protection Regulations (2018) Policy

13.1 UK data protection law, The Data Protection Act 1998 applies to every business including Charities that collects, stores and uses personal data relating to customers, employees or other individuals. Failing to follow the rules could mean a fine of up to £500,000.

13.2 The Town Council have a clear data protection policy which makes sure everyone understands why data protection is important. Our Policy also describes procedures for collecting, working with and storing data. This can be found in full in the Hall User's Manual.

14. Complaints Procedure

14.1 The Town Council always strives to work with their customers to ensure that every event runs as smoothly as possible but accepts that there could be occasions when conflict could arise. There is a clearly defined complaints procedure which is detailed on our website.