

**TERMS & CONDITIONS FOR THE HIRE OF COMMUNITY CENTRES AT
SLOUGH BOROUGH COUNCIL**

Applications

- 1.1 All applications for the hire of any Council owned Community Centre shall be in writing to on Slough Borough Council's official application forms and be addressed to the Bookings Co-ordinator, Town Hall , Ground Floor Room GN09 –Bath Road, Slough, Berkshire SL1 3UQ.
- 1.2 The person who signs the application form agrees to be the hirer and therefore shall be responsible for the complying with these and the following conditions of hire.
- 1.3 The Hirer of the premises must be at least 21 years of age.
- 1.4 The Hirer must not transfer the benefit of the Community Centre to any other person or organisation.
- 1.5 Only an authorized person may sign on behalf of a Community group or other body.
- 1.6 The Council has the right to refuse to enter into a hire agreement if it is not satisfied as to the purpose for which the premises are being hired.
- 1.7 The Hirer may not advertise, promote or announce any event to be held at any premises until they have received a Confirmation of Booking. Fly posting an event is illegal and will result in cancellation of the booking and the forfeit of all monies paid.
- 1.8 It is the Hirer's responsibility to check the Contract of Hire ("the Contract") for accuracy and by signing the Contract warrants that he has read and understands the terms of the Contract including these Terms and Conditions. Slough Borough Council Booking Co-ordinator must be informed immediately if any of the details contained in the Contract or Confirmation of Booking is inaccurate.
- 1.9 It is the hirer's responsibility to inform Slough Borough Council of the reason of hire and the content of seminars and conferences, if any bookings conflict with the council Policy's could result in bookings being cancelled

2.0 Hire Charges

- 2.1 The Hirer may be required to pay a refundable deposit when hiring a hall, please enquire at the time of booking. Non adherence to the Terms and Conditions may result in the loss of your deposit.
- 2.2 The full fee in respect of each hire period must be received at least 28 days before the commencement of the hire period.

- 2.3 Where the applications for hire is in respect of a series of events payment for the first event must be made 28 days before the date thereof and thereafter payment is to be made at least 28 days in advance of each subsequent event.
- 2.4 In case of a booking made less than 28 days before the date of the event, the hiring fee shall be payable immediately on acceptance.
- 2.5 Failure to adhere to the above and the booking will be cancelled.
- 2.6 The Council reserves the right to levy a charge upon any persons entering for certain events. Enquiries should be made at the time of booking.

3.0 **Cancellation by the Hirer**

- 3.1 The Hirer must give at least 21 days written notice of cancellation prior to the hiring period .
- 3.2 Cancellations received after 21 days may result in a payment of the hire charge.
- 3.3 For one-off bookings or if the bookings is part of a series with less than 21 days notice given a 10% cancellation fee will apply.
- 3.4 The Hirer is strongly advised to purchase insurance to cover cancellation costs where the cancellation results from circumstances beyond your control, for example illness.

4.0 **Cancellations by Slough Borough Council**

- 4.1 Slough Borough Council reserves the right to cancel a booking at any time without giving a reason. If Slough Borough Council cancels your booking all the money you have paid will be returned to you and you will not be paid any compensation.
- 4.2 The Hirer must remain on the site throughout the term of the hiring period.
- 4.3 In the interest of Hygiene and Safety, dogs and other animals are not admitted to any premises except with the prior written consent of the appropriate officer. Where a person requires the assistance of an animal trained to assist that person in the case of disability of that person or other extenuating reason, the Hirer should inform the appropriate officer as soon as possible prior to the hiring period.
- 4.4 Slough Borough Council reserves the right of entry at all times by authorised officers of their premises and/or to refuse admission to or remove from the premises any person without stating reason therefore. Any breach of the above conditions will incur extra costs. Where necessary for the protection of the public in extreme circumstances the Council has the authority to close the hall and ask all members of the public to leave the premises.

- 4.5 If you fail to comply with the Terms and Conditions of hire Slough Borough Council will cancel your booking and will not return any money to you.
- 4.6 Slough Borough Council reserves the right to cancel any booking where it considers that such event may be contrary to the interest of the general public or contrary to any law or act of Parliament and no compensation nor justification for such decision will be due for any such cancellation.
- 4.7 The Council will not permit accommodation to be let:-
- To an organisation which is prohibited by law or by an individual who has illegally entered the country.
 - For political rallies or demonstrations
 - For purpose which are illegal and/or likely to incite or cause civil unrest or division within the community.
 - For functions attended by a person(s) whose presence may cause civil unrest or division within the community.
 - For any other purpose which the Borough Secretary and Solicitor in consultation with the Leader of the Council considers may affect the reputation of the Council.

5.0 **Insurance Required**

5.1 The hirer agrees to effect third party insurance against any legal liability for loss, damage, demand, or proceedings whatsoever, caused during or by circumstances arising from, related to or connected with the hire of the premises on the following basis: -

- (i) Accidental bodily injury including death to third parties and further in respect of damage to their property – not less than £5 Million.
- (ii) Accidental damage caused by fire to the premises on hire – not less than £1 Million.
- (iii) Accidental damage caused to the premises on hire other than fire.

5.2 The hirer further agrees to pay an additional insurance premium of 11.76% (subject to a minimum of £5.00) of the hire charge in respect of the above insurance conditions, unless he/she can demonstrate that his/her own insurance cover satisfies the above condition. Where this charge is levied the hirer should note that there is £100.00 excess in respect of clause 5.1 (iii) above.

6.0 **Bond**

6.1 Slough Borough Council may require the Hirer to lodge a bond against possible extra charges. The amount of the bond will vary depending on the type of event

and number of attendees. The bond will be returned to the Hirer after the hiring period when all outstanding charges have been satisfied and may be used to offset losses caused by a failure of the said charges being satisfied within a reasonable time. 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.

7.0 **Indemnity**

7.1 The hirer shall fully and effectively indemnify the Council against all proceedings, cost, claims, demands, expenses, and actions which may arise by any means directly or indirectly from the use or hire of the property or premises or the Centres by the hirer or his/her invitees, club, company, or other body or organisation save insofar as such proceedings, claims, demands, expenses, and actions through the negligence of the Council, its servants or agents.

8.0 **Setting and Clearing Up**

8.1 The hirer is responsible for setting up and cleaning up of the hall and as far as reasonably practicable for ensuring that all guests leave the hall within the allocated booking time, unless prior arrangement has been made. For evening functions all music must finish by 11pm at the latest with all premises vacated by 11.30pm.

8.2 Overrunning of functions past 11.30pm will result in additional charges being levied at double the standard rate.

8.3 When cleaning the hall the hirer is responsible for the removal of all rubbish and decorations from the hired Community Centre including kitchens. The hirer is also responsible for the removal of rubbish left outside the building, all rubbish being placed in the bins or skips provided.

9.0 **Children**

9.1 Where halls or rooms are let for the purpose of entertaining children the provisions of the Children and Young Persons Act 1933 shall be observed.

10.0 **Damage**

10.1 No persons shall drive any nail, hook, screw or fastening of any kind into any part of the hired premises, or damage the same or any furniture, fixture, fittings, articles and things therein belonging to the Council.

10.2 No person shall alter or move existing fittings without the prior consent from the Council. If damage is caused to the Community Centre or additional cleaning is required, the Council will recover the cost of rectifying or replacing the hall to its former condition from the hirer.

10.3 Slough Borough Council will not be responsible for any loss or damage to property suffered by anyone attending the premises, car parks, walkways and gardens.

11.0 **Catering & Alcohol**

11.1 No alcohol or food shall be brought onto any hired premises to be sold, unless the hirer has obtained written permission from the manager and also obtained a license to do so from the relevant Licensing Authority.

11.2 The hirer shall not use the Community Centre for any other purpose than for which it was hired. The Hirer may only order food from the Councils recommended list of caterers.

11.3 The Hirer agrees and accepts that the Council shall not be liable for the quality or service of food on the premises. The Council does not accept responsibility

11.4 The Council reserves the right to specify whether a person or company may provide catering services on any of its premises.

12. **Exhibition, Bazaars, Sales and Performances**

12.1 All hirings of Council Premises for exhibitions, bazaars, sale of work, cinematography, entertainment, the performance of stage plays and such similar functions will be subject to any further charges or conditions that may be imposed by the Council or by the Council Insurers in respect of the extra risk involved. In the case of such functions, applications must be made at least two weeks before the date of the proposed engagement, accompanied by a plan of the proposed construction thereof.

12.2 No cinematography film shall be shown, unless the British Board of Film Censors has previously passed it. A license for showing the film or staging the show and the use of hired premises for that use of hired premises for that purpose must be duly obtained from the Council.

12.3 No sweepstakes, raffles or other form of lottery shall be promoted, conducted or held except such lotteries as are deemed not to be unlawful by virtue of any enactment relating to gambling, betting and lotteries act and has prior written consent of the relevant Council Official.

12.4 Photographs for professional use and publication thereof must not be taken without the written consent of the Council.

12.5 Exhibitions or demonstrations of hypnotism, mesmerism or any similar act may not take place on the premises.

12.6 No portable gas cookers or additional fittings are allowed on the premises without prior consent.

12.7 During sporting events black soled shoes and/or outdoor shoes must not be worn in the main hall. Those participating in a sporting activity must wear appropriate dress for the activity in which they are engaged.

13.0 **Noise**

13.1 Noise levels should be maintained at a reasonable level so as not to cause disturbance to the residents. Where noise control devices are installed, these will be on throughout the function measuring noise levels. Excessive noise causes the devices to cut off the power to the main hall. Any tampering with the equipment will automatically incur extra costs.

14.0 **Interpretation and Reserved Rights**

14.1 The Council reserves the right to vary the terms and conditions herein and to make such additional terms as it may in its absolute discretion deemed necessary. Any question arising as to the interpretation of the terms and conditions shall be interpreted by an appropriate officer of the Council whose discretion shall be final.

14.2 Where the Council cancels a booking in respect of the above or the following, the Council shall not be liable to pay any compensation of any such cancellations, but will return any monies already required:-

- The accommodation, grounds or equipment are required for civil purposes.
- An Act of God, accident or emergency renders the hired premises unavailable.
- In the event of civil order.

14.3 The Hirer or the person signing the Contract of Hire for the hiring of Council Premises warrants that he has read and accepted these Terms and Conditions.

15.0 **General Matters**

15.1 Health and Safety – The number of persons including children and babies using the Community Centre must not exceed the permitted numbers stated by the fire regulations. The Hirer must advise the Council how many people shall be attending the premises so hired.

15.2 Children and young persons are not allowed to enter the kitchens and serveries and must be supervised by a responsible adult at all times.

- 14.3 Under no circumstances are children to be permitted to leave the Community Centre during the course of the event to gather or play in the vicinity of the premises or the car parking area.
- 14.4 Hirers at the commencement of hiring are to acquaint themselves with the fire orders displayed in the hired premises. The location of the telephone, the positions, types and uses of various extinguishers within the premises. In the case of a fire, ensure that the fire orders are implemented as quickly as possible. On any occasion that the fire alarm is activated, it is the hirers' responsibility to ensure that the halls in use are evacuated as quickly as possible, unless otherwise informed by a member of staff. The Hirer shall be responsible for ensuring that the emergency lighting is switched on at all times when the premises are in use.
- 14.5 No inflammable films or other inflammable materials should be brought into the hired premises without the previous written consent of the Council.
- 14.6 In the halls where smoke detectors are in operation the use of dry ice, confetti bombs, smoke machines or pyrotechnics is forbidden. The use of such devices and activation of the fire alarm will incur extra costs.
- 14.7 The Hirer should provide a suitable and adequate first aid kit for the hiring period.
- 14.8 Slough Borough Council has a strict policy on extreme groups and will not allow any premises to be used to promote extremist views .