



# **Public Room Booking Policy and Terms & Conditions for Room Hire**

## Document Control Information

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1	Dec 2015	New Room Bookings Policy Drafted, T&Cs updated – Forwarded for comment to SBC Legal Services & Internal Audit	Charan Dhillon
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4.	10/02/16	Policy amended following confirmation from Finance (Barry Stratfull) re VAT ruling on bookings	Jamila Ibrahim
5.	2/03/16	Final Policy & Fees sent to CMT and Commissioners for approval	Charan Dhillon
6.	18 <sup>th</sup> Jan 2017	Revised Policy, Pricing, T&Cs issued to CMT	Charan Dhillon

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## **1. INTRODUCTION**

- 1.1** Slough is an area of cultural diversity with vibrant communities and a strong voluntary sector.
- 1.2** This Policy is in place to ensure that the Slough Borough Council (SBC) complies fully with its legal obligations when offering rooms for hire and use, to determine the process for such hire and use and for the control of these persons, parties or organisations who may hire or use said rooms.
- 1.3** This policy has been drafted after consideration of experience of SBC and non-SBC Room Bookings. It sets out principles and procedures with the aim of providing clear processes for Room Hirers.
- 1.4** A separate booking form will be provided to all hirers with detailed terms and conditions, as per **Appendix 1**.

## **2. SCOPE**

- 2.1** This Policy details the good practice necessary to protect the Council, to safeguard the reputation of the Council, to optimise the management of risk and to minimise the impact of possible misuse by unauthorised persons, parties or organisations. Implementation of this policy will provide assurance to the stakeholders, partners and citizens that the council premises are being appropriately used by the council whilst complying with legislation and meeting the demands of these persons, parties or organisations who wish to use these facilities.

## **3. BOOKING GUIDELINES**

### **3.1 RESTRICTIONS ON USE**

- 3.1.1** Slough Borough Council Meetings must take priority over any other meetings either by public or outside organisations.
- 3.1.2** It is proposed that any requests for space hire in council assets for filming, must be approved by the council's communications services prior to confirming the booking.
- 3.1.3** Members may, subject to availability, use Council facilities, including meeting rooms, free of charge where the use is solely connected with their role as a local Councillor.
- 3.1.4** Rooms should not be used for party political purposes pursuant to section 99 Local Government Act 1972 or for a Member's personal use. The Group Rooms are outside the scope of this Policy and may be used by the Groups for their own purposes.
- 3.1.5** No hiring can be made by political parties, or for political purposes, i.e. events designed to affect support for a particular political party.

- 3.1.6 The provision of Council facilities, including room hire, may be withdrawn if the facility or other provision has been misused by the Member or is used in contravention of this guidance or the terms and conditions of hire.
- 3.1.7 Some venues can be hired for Weddings, Functions, Training Courses etc., by outside companies/members of the public. It should be noted that if there is an intention to consume alcohol on the premises, the council must be notified at the time of the booking. It should also be noted that alcohol may not be sold on council premises.
- 3.1.8 Slough Borough Council will ensure that the application of any part of this policy does not discriminate, directly or indirectly, against anyone on the grounds of race, disability, sex, gender reassignment, sexual orientation religion or belief, age, marriage or civil partnership.
- 3.1.9 Slough Borough Council does not permit its accommodation to be let for political rallies or demonstrations, for purposes which are illegal i.e. forbidden by law or unauthorised by official or accepted rules, for functions attended by people whose presence may cause civil unrest or division within the community or to an organisation or individual which has been banned by law.
- 3.1.10 Slough Borough Council will not permit its accommodation to be let:
- For political rallies or demonstrations
  - For purposes which are illegal i.e. be they forbidden by law or unauthorised by official or accepted rules
  - For functions attended by people whose presence may cause civil unrest or division within the community
  - To an organisation or individual which has been banned by law

The Council also reserves the right to cancel any booking where it considers:

1. that such events may be contrary to the interest of the general public or contrary to any law or act of Parliament. Any bookings will also be subject to consideration from the police to ensure the safety of the community is assessed against the request for a venue booking.
2. the users of the premises may do something that may cause or pose a risk of loss, damage or significant expense to the Council or harm the reputation of the Council.

### **Step 1**

The following questions will assist staff in determining whether a booking is considered controversial

1. Establish what the venue will be used for and what type of event the customer is wishing to hold at the community centre or other community facility
2. Is the name given linked to any community group or organisation?
3. Request a copy of the programme details and names of any speakers.
4. Request all contact details (address, mobile, home and business contact number).

5. If the customer is not a Slough resident, establish why they are holding an event in the Slough area.
6. Ask the customer if they have used any other venues in the country, if so contact the previous venue(s) to establish what the event was.

## **Step 2**

If you are concerned with the answers provided by the customer, speak to your manager. If the manager deems it appropriate they will cross reference the booking details provided with the web links and contacts below, or ask you to do so (in the order listed):

1. <https://www.gov.uk/government/publications/proscribed-terror-groups-or-organisations--2> (provides a list of all known terrorist groups within UK and Ireland).

2. Contact Slough Borough Council Prevent Coordinator

**Naheem Bashir | Prevent Coordinator | Slough Borough Council**

**Telephone:** 01753 875201 | **Mobile:** 07540 147340

**Email:** [naheem.bashir@slough.gov.uk](mailto:naheem.bashir@slough.gov.uk)

3. Contact Thames Valley Police Prevent Team: –

**Misha Upadhyaya | Prevent Officer | Thames Valley Police**

**Telephone:** 01753 506291 | **Mobile:** 07467 444183

**Email:** [misha.upadhyaya@thamesvalley.pnn.police.uk](mailto:misha.upadhyaya@thamesvalley.pnn.police.uk)

**Ian Healey | Prevent Officer | Thames Valley Police**

**Telephone:** 01753 506059 | **Mobile:** 07971 626938

**Email:** [ian.healey@thamesvalley.pnn.police.uk](mailto:ian.healey@thamesvalley.pnn.police.uk)

## **Step 3**

If the booking is identified as controversial, the Strategic Director Customer & Community Services will make the final decision on whether to cancel.

This decision will be shared in advance of being communicated to the booking organisation with other known venue providers and the Council's communications team.

- 3.1.11 The Council reserves the right to cancel any booking where it considers that such events may be contrary to the interest of the public or contrary to any law or act of Parliament. Any bookings will also be subject to consideration from the police to ensure the safety of the community is assessed against the request for a venue booking.
- 3.1.12 The Council also reserves the right to cancel any booking where it believes the hirer of the premises may do something that may cause or pose a risk of loss, damage or significant expense to the Council or harm the reputation of the Council.

3.1.13 No part of the Hall or other areas of hire in the building should be used for any purpose other than the Purpose of the Hire. No part of the building or space hired is to be used for any purpose, which is unlawful.

## **3.2 APPLICATION FOR HIRE AND ANNOUNCEMENT OF HIRE**

3.2.1 All applications for the hire of the premises must be made by email to [communitycentres@slough.gov.uk](mailto:communitycentres@slough.gov.uk) or via telephone to: 01753 875762 or 01753 875401

3.2.2 Applications will not be accepted from persons less than 18 years of age.

3.2.3 The Bookings Officer reserves the right to refuse any application for hire and shall not be required to offer any reason or explanation.

3.2.4 An email at the time of the application for hire/booking will be sent to the hirer on receipt of the booking. No booking will be deemed to be confirmed until the hirer has received an acceptance e-mail from Slough Borough Council and following receipt of full payment from the hirer.

3.2.5 No public or private announcement of the hiring shall be made until the application has been granted and Slough Borough Council has confirmed the booking.

3.2.6 The Hirer must inform the Council if the event is open to the public and/or if tickets are being sold for the Purpose of the Hiring.

3.2.7 Where hirer would like exclusive use of a particular space in a council asset, which means no other users can occupy this area, a licence will be required for use of that space and therefore a booking agreement will no longer apply. The calculation for this space will be as illustrated below -

**Annual Licence Charge** - Any group or organisation that does not provide direct service to the Council or work in partnership will pay the **market rate** as determined by Facilities Management at the date of application. For clarification this also means non affiliated charities/community and religious groups.

**Lease/ Licence charge for space per annum** = commercial licence rate (currently £14 per square feet) x space occupied in square feet

### **PLUS**

**The service charge** – This will be charged to all groups and is based on the percentage of lettable space.

**Service charge** = (Total building running costs / total sq. ft. lettable building space) x space occupied by licensee.

### **3.3 PAYMENT OF HIRE FEES AND OTHER CHARGES**

- 3.3.1 Slough Borough Council reserves the right to increase prices with effect from the 1st of April each year. All bookings for events taking place after any price increase shall be liable to the new charge(s) for the facilities hired.
- 3.3.2 All persons or groups using SBC Rooms or Facilities at any of its premises throughout the borough, will be liable to pay the approved charges as per **Appendix 2**. No persons or Groups are excluded from this policy (except staff employed directly by SBC), however rates will vary if groups hiring the room/s are a registered charity or voluntary groups.
- 3.3.3 The Hirer agrees to pay the Council the Fee, as consideration for the hire of the Hall for the Period of Hiring.
- 3.3.4 For avoidance of doubt, the Hirer shall ensure that the council is in receipt of the Fee no later than 28 days before the Period of the Hiring.
- 3.3.5 In addition to the hire Fee, the Hirer hereby agrees to pay to the Council any additional cost incurred by the council arising from or in connection with: additional time in excess of the agreed Period of Hire or any damage to the Council's property during the hire period. For the avoidance of doubt where the Council is in receipt of the Hirer's Damage Deposit, the parties hereby agree that the Council may first deduct any sum due to the Council as a debt from the Hirer by reason of additional time in excess of the agreed Period of Hire or for any financial loss to the council as a result of damage caused to property or equipment during the hirer's booking period.
- 3.3.6 Community groups working in partnership with the council and offering 'community added value' will receive a 15% reduction in addition to the charity rate discount for the hire of space. Charities presently receive a 15% discount off the commercial booking rate, therefore groups offering 'Community Added Value' will be entitled to a further 15%, totalling to 30% off the commercial rate for use of the asset. In order to comply with this criteria, the group must have a formal contract in place with a council service, which clearly demonstrates the partnership working, aiming to support delivery of the council's five year service plan.
- 3.3.7 It is proposed that that overnight homeless shelter bookings made by organisations working in partnership with the council's Housing Service, will be excluded from paying a double rate charge after 11.00pm as per all other bookings.
- 3.3.8 Where the kitchen alone is being booked for commercial use without a room/hall booking, a charge of £30 per hour will be applied to ensure the council fully covers its running/building opening costs.
- 3.3.9 Council staff receive a 10% discount on halls for personal hire. This discount will not be applicable on Children's party rates or the day rate as these are already discounted. Staff will be asked to provide evidence i.e. their SBC ID badge and the booking will only be accepted under the staff member's name.

3.3.10 Our communities book hall space for Eid celebrations. As they are unable to confirm the day on which Eid may fall as this is dependent on the moon, customers may book space for 2 days and pay for 1 ½ days if they will actually only use the venue for 1 day.

3.3.11 Up to any 4 rooms at SMP can be hired for the Elections at a fixed cost of £100 per day for any 4 rooms.

For the Referendum, free use of rooms will be offered to the designated lead campaign groups at any council venue during reasonable times i.e. office hours. These rooms can only be booked by the designated person and the Head of Democratic Services must initially confirm the person as designated.

3.3.12 At The Curve:-

- There will be no exclusive use of the bookable external area, named The Plaza. However, if The Venue or one other room(s) are hired at The Curve for more than 2 hours, then the Plaza may be used at no extra cost for the same duration as the room/venue booking time.
- Technician Costs for hire of The Venue should be paid directly between the hirer and the technician employed to provide support. However only the council's approved technicians may be used.
- Overtime Costs for Facilities officer time outside standard opening hour will be £20 per hour for weekdays and £25 per hour on weekends. This cost will apply to SBC services and external customers for space hire outside normal opening hours. This cost also applies to the Registrar Service when opening of the building is requested outside normal opening hours.

### **3.4 CANCELLATION OF HIRING (by Slough Borough Council)**

3.4.1 In the event of any cancellation or termination of the hiring by SBC, no liability shall fall upon the Council in respect of any loss sustained or expenses incurred by the Hirer or any other person as a result thereof and the Hirer is advised to insure against such loss.

3.4.2 The council at its discretion can cancel bookings or hiring agreements, due to unforeseen circumstances, change of use to the asset i.e. building being let or sold, redeveloped/refurbished or any other circumstances. In the event that this occurs and where possible, reasonable notice will be provided to the hirer and the option to relocate their bookings to an alternative site will be provided subject to availability. If bookings are transferred to another site, there may be additional fees incurred. If the council has to cancel bookings for the above purpose and can not relocate the hirer and has received payment for the booking, a full refund will be provided.

3.4.3 SBC may cancel or terminate any hiring, if the premises are used for any purpose, which they have not approved, or if there is any breach of any of the terms and

conditions of Hire. In the event of such cancellations, all charges paid will be forfeited and the Hirer shall be liable to the SBC for any costs, expenses and losses incurred by the SBC.

- 3.4.4 SBC may cancel or terminate any hiring if the premises are required for any purpose connected with a European or United Kingdom parliamentary, local elections, national security, public safety and the prevention of disorder or crime, the economic well being of the Country, the protection of the Rights and Freedoms of others and shall not thereby incur any liability whatsoever to the Hirer other than for the return of such deposits, fees and charges as shall have been paid by the Hirer. Hirers are advised to insure against any eventuality.
- 3.4.5 SBC may cancel or terminate any booking under the terms specified above in section 3.1 at no cost to the council.
- 3.4.6 If the hiring is cancelled for any such reason as is set out in Condition 4.20.4 the Council shall give to the Hirer reasonable notice where possible and refund the Fee but will not otherwise be liable to the Hirer whatsoever.
- 3.4.7 When the council wishes to relocate a licensee to an alternative asset for its own strategic objective, then the customer will receive a 6 month concessionary rate where the council will apply a 10% discount on their rent for the first 6 months of occupation at the new site.

### **3.5. CANCELLATION OF HIRING (BY THE HIRER)**

- 3.5.1 Cancellations must be made by email or in writing. If the hiring is cancelled by the Hirer, s/he shall be liable for payment of the following percentage of the total hiring fee (if any). Where the notice of cancellation is received:
- Less than 1 week, before the date of commencement of the hiring:  
100% of the full hire fees will be payable.
  - More than 1 week but less than 28 days, before the date of commencement of the hiring:  
50% of the full hire fees will be payable.
- 3.5.2 Where a hirer cancels their pre-paid booking providing 7 days or more notice and they would like to move this to another date, for the same facility, there will be no cancellation charge applied.

### **3.6 SUB LICENSING**

- 3.6.1 The Hirer shall not sub-license, or attempt to sub-license, under any circumstances the premises or part thereof. SBC does not accept third party bookings.

## **4. MANAGEMENT AND ADMINISTRATION**

#### **4.1 ACCESS TO AND VACATION OF THE PREMISES AND AVAILABILITY OF ROOMS**

- 4.1.1 The Hirer, their attendees, contractors, exhibitors etc. will be allowed onto the premises during the Period of Hire specified within the Booking Confirmation. Under no circumstances will Hirers or their attendees, contractors, performers, exhibitors or any other person associated with the hiring be allowed onto the premises before or after the time specified on the Booking Confirmation.
- 4.1.2 All Hirers and any persons associated with any hiring must have vacated and be clear of the premises by the time of completion of the Period of Hire unless previously special arrangements have been agreed with SBC at the time of Booking Confirmation. Remaining at the venue for more than 10 minutes after the booking time will incur an additional hourly charge, which will be deducted from the booking deposit.

#### **4.2 SETTING UP CONFERENCE ROOMS**

- 4.2.1 Rooms will be set up to the layout specified in the acceptance email. Significant room layout changes on the day of the booking (that are not specified on the signed booking contract) may be subject to additional charges.
- 4.2.2 SBC will use its best endeavours to ensure rooms will be available to the correct specification but no guarantee can be given that rooms will be available to the required plan immediately upon commencement of the Period of Hire. Hirers are advised to book a minimum of one hour prior to the commencement of the event and one hour at the end of the event to allow sufficient time for their preparation and clean up at the end.
- 4.2.3 The Hirer shall be responsible for providing the Facilities Team with all exhibition plans, floor plans, audio visual requirements and room layouts, a minimum of 2 weeks prior to the date of the commencement of the hire for his approval/comments. Any adjustments to room layouts or other requirements should be made in writing or by email.

#### **4.3 RIGHT OF ENTRY TO HIRED ROOMS AND REMOVAL OF UNDESIRABLE OBJECTS**

- 4.3.1 The Council reserves the right for duly authorised members, officers and employees of the council to enter the Venue at any time for any authorised purpose.
- 4.3.2 If anything offered for sale or exhibited in any of the premises is considered by the Facilities Management Officer or the SBC authorised officers, to be likely to be undesirable in support of a political party, in breach of copyright, unsuitable, dangerous to any person or property inside or outside the SBC, offensive or would cause the Council to be in breach of its equality duties; it shall on request be removed by the Hirer forthwith.

#### **4.4 SUPERVISION OF PREMISES**

- 4.4.1 The Hirer shall ensure that throughout the Period of Hire at least one person over 18 years of age shall be present who shall accept responsibility for ensuring the effective control and supervision of the hiring and for compliance with these conditions. The name and status of this person shall be communicated to the Bookings Officer at the time of booking.
- 4.4.2 During the Period of the Hiring the Hirer shall be responsible for the efficient supervision of the space hired including though not limited to:
  - 4.4.2.1 The effective control of children
  - 4.4.2.2 The orderly and safe admission and departure of persons to and from the venue
  - 4.4.2.3 The orderly and safe vacation of the venue in the event of an emergency
  - 4.4.2.4 The safety of the venue and the preservation of good order and decency in the venue
  - 4.4.2.5 Ensuring that all doors giving egress from the venue are left unfastened and unobstructed and immediately available for exit
  - 4.4.2.6 Ensuring that no obstruction is placed or allowed to remain in any corridor giving access to the venue

#### **4.5 DELIVERY AND REMOVAL OF GOODS AND REFUSE**

- 4.5.1 The Hirer shall ensure that persons who supply equipment and other goods in connection with the hiring shall bring in and take away goods during the period of the hire in such manner as to prevent nuisance or annoyance to the occupiers of SBC and to residents in the neighbourhood.
- 4.5.2 The Hirer will be responsible for removal of all refuse generated from their booking prior to leaving the venue, including glasses, cans, bottles, food, disposable dishes and any other waste accumulated by their event.

#### **4.6 PERMITTED NUMBERS**

- 4.6.1 The maximum number of persons to be allowed admission per room at any one time is set out at **Appendix 2** and the Hirer shall ensure that these numbers are not exceeded.
- 4.6.2 The Bookings Officer may, in her/his absolute discretion, reduce the maximum number of persons to be admitted if s/he considers it expedient or necessary so to do.

#### **4.7 FIRE SAFETY PRECAUTIONS**

- 4.7.1 The Hirer must ensure that all persons brought into SBC by him are made fully aware of the Emergency Procedures as set out in the terms and conditions.

- 4.7.2 The Hirer must ensure that all gangways, corridors, staircases, passageways, entrances and exits are kept entirely free from obstruction at all times and that fire doors must remain closed at all times when not in use.
- 4.7.3 During the Period of the Hiring, the Hirer must record the number of persons admitted and show evidence of the same on demand to any officer of the Council requesting such information.

#### **4.8 ELECTRICAL INSTALLATIONS**

- 4.8.1 The Hirer shall not make any alterations, move or interfere with the existing lighting, heating, power or other electrical fittings or appliances.
- 4.8.2 No additional lighting, heating, power or other electrical fittings or appliance are to be installed or used without the prior written consent of the Council.
- 4.8.3 Stage lighting equipment must not be operated by any persons other than by a qualified electrician and with prior written consent of the Council.
- 4.8.4 SBC will provide technical support to Hirers at the commencement of the Period of Hire to instruct them on the operation of hired equipment and to provide support should any item of hired equipment malfunction during the Period of Hire.
- 4.8.5 The supply of electrical extensions may be made available with the prior approval of the SBC Managing Officer.

#### **4.9 BROADCASTING AND FILMING**

- 4.9.1 Broadcasting or Filming rights are strictly prohibited without the prior written approval of the Council.
- 4.9.2 For the avoidance of doubt, cameras may be brought into and used inside the Venue for private (but not commercial) purposes provided that no nuisance or annoyance is occasioned.
- 4.9.3 The Hirer shall not use any part of the Council building for the purposes of a film exhibition or permit any part of the building to be used for those purposes without prior consent of the Council.

#### **4.10 ANIMALS AND BIRDS**

- 4.10.1 The Hirer shall not permit any animal or bird to enter or remain on the premises excluding an assistance dog accompanying a visually or hearing impaired person.

#### **4.11 GAMBLING**

- 4.11.1 No sweepstake, raffle, tombola or form of gambling is permitted to take place in Council buildings without prior written consent from the Council.

## **4.12 SMOKING**

- 4.12.1 Smoking is strictly prohibited within (and immediately surrounding) the building including outside the main entrance. The Hirer will ensure they, their attendees, contractors, exhibitors etc. adhere to the SBC no-smoking policy, which is available on request.
- 4.12.2 Failure by the Hirer or his guests to comply with this requirement may result in enforcement by the Council's Environmental Health Officers.

## **4.13 USE OF AMPLIFIED SOUNDS OR MUSIC**

- 4.13.1 The Hirer shall keep music and amplified sound to below 90DB (A) at a distance of 15 metres from the noise source.

## **4.14 PUBLICITY AND ADVERTISING**

- 4.14.1 The Hirer shall not advertise any public meeting whatsoever without the prior written approval of the Head of Facilities Management.

## **4.15 PARKING AND BICYCLES**

- 4.15.1 The Hirer is entitled to park on the site car park where it is available. The Booking Officer can confirm which buildings have on-site parking. Car Park space can be used during the Period of Hire only and subject to spaces being available. No guarantee of availability is given.
- 4.15.2 The car park is available on a first come first serve basis. No parking is available overnight.
- 4.15.3 Bicycles including fold-up bicycles are not permitted within SBC buildings. These must be parked outside the building in the allocated space.
- 4.15.4 Any cars, bicycles and property are left at the owner's risk. The council will not accept any liability or cost for any loss or damage.

## **4.16 CATERING SERVICES**

- 4.16.1 Hirers may use their own catering suppliers to provide Catering Services.
- 4.16.2 Neither the Hirer nor any third party is permitted to bring any additional ovens or other gas/electrical catering equipment into the Building.

- 4.16.3 The kitchen (Where available at the venue), must be booked in advance by the Hirer if any food preparation is to take place at the Venue.
- 4.16.4 The Hirer agrees that both he and/or his caterer will provide all crockery, glasses, cutlery and other relevant equipment, which is required for the Period of Hire.
- 4.16.5 The council accepts no liability for any breaches of Food Safety or Hygiene or any other related compliance breaches by the Hirer or their caterer.

#### **4.17 ROYALTIES AND COPYRIGHT**

- 4.17.1 The Hirer shall indemnify SBC and its officers from and against any claim for any duty, tax, royalty or copyright fee payable in respect of any entertainment given by the Hirer and against any infringement of copyright, which may occur during the hiring.
- 4.17.2 If the Purpose of the Hiring or other use of the Venue will involve the performance of any musical or dramatic works or the delivery in public of any lecture in which copyright subsists, it will be the responsibility of the Hirer to obtain, prior to the Period of the Hiring, the consent of the owner of the relevant copyright and to pay all composers', authors', publishers' fees and any other relevant fees including though not limited to royalties which may be due or become payable.
- 4.17.3 If the Council requests, the Hirer must supply for approval to the council no less than 7 days before the Period of the Hiring of, a copy of the programme of any entertainment to be provided during the Period of Hiring and such other documentation or evidence as the council may reasonably require.
- 4.17.4 Hirer must not offer any gifts, financial royalties or any other items, which may be perceived as bribery to Council Officers. If hirers breach this policy, the council reserves the right to cancel any future bookings.

#### **4.18 PROTECTION OF USE OF DECORATIONS AND PYROTECHNICS**

- 4.18.1 The Hirer shall not permit any person connected with the hiring to drive any bolts, tacks, bits, pins, adhesive substances nails, screws or other fixings into the walls or floors or into any furniture or fittings or to do anything likely to cause damage to the building or any such furniture or fittings.
- 4.18.2 No notice, sign, flag, bunting, placards, banners, decoration, drapery, or other item shall be affixed to any part of the building, the furniture, fixtures or fittings using strong adhesive substances that may cause damage, this also includes the use of staple guns and drawing pins. The hirer should seek clarity from the Bookings Team if they are unsure.'
- 4.18.3 The Hirer shall ensure that adhesive tapes are not used to mark wooden or carpeted floors.

- 4.18.4 The Hirer shall ensure that any event stand shall be prefabricated – no painting or making good will be allowed on the premises. The position of display/exhibitions stand must be agreed in advance with the Bookings Officer.
- 4.18.5 Decorations, flags, emblems, helium-filled balloons, streamers or confetti, party poppers/canons, will only be permitted to be used with the written consent of the Bookings Officer. Where such consent is given, it will be conditional on the use of non-inflammable material or material treated with an approved fireproofing substance.
- 4.18.6 SBC reserves the right to remove any poster, emblem or decoration etc. that in the opinion of the Building Manager shall be or become unseemly, unsightly, or inappropriate.
- 4.18.7 The Hirer shall ensure that no naked flames, smoke making machines, indoor fireworks, stage pyrotechnics or other highly inflammable material are to be used at Council Buildings. Candles for Birthday/Party cakes may be permitted subject to the approval of the Bookings Officer but strict adherence to the fire procedures is required by the Hirer.

#### **4.19 PROTECTION OF SBC PROPERTY**

- 4.19.1 The Hirer must take due care and attention of the premises during the Period of Hire and where necessary protect floors, walls, soft furnishings, glass, pillars, cornices, entrances, decoration, artworks, furniture and fixtures and fittings relating to the premises, which are at risk of damage.
- 4.19.2 The Hirer shall be responsible for and use his best endeavours to ensure that the Venue, all articles of whatever nature and equipment are left in the same condition as that immediately before the Period of Hire.
- 4.19.3 The Hirer shall repay to SBC in the first instance and, on demand the cost of reinstating or replacing any part of the premises or any property belonging to SBC in or upon the premises, which shall be damaged, destroyed, stolen or removed during the Period of Hire.
- 4.19.4 Any damage to Council property incurred by the Council as a result of the Hirers event will result in the council deducting the cost of repair/replacement from the Damage Deposit and any outstanding sums due may be recovered by the Council as a debt from the Hirer.
- 4.19.5 If the Hirer fails to observe and perform any of these Conditions the Council may seek to recover from the Hirer any expense incurred by the Council in remedying any such failure including though not limited to the cost of employing attendants, workmen, cleaners or other persons as may be appropriate

#### **4.20 LOSS, DAMAGE OR INJURY**

- 4.20.1 The Hirer is covered by a policy of Public Liability Insurance taken out by SBC and the premium is included in the Hire Fee. A copy of the Policy is available on

request from the Booking Officer and the Hirer should be aware of its financial limitations and exclusions. The property of the Hirer is not covered. The Hirer must state on the Booking Form whether he has his own policy of Public Liability Insurance.

- 4.20.2 The council shall not be liable for the death of or personal injury to any person attending the Venue for the Purpose of the Hiring or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability.
- 4.20.3 The Council will not under any circumstances be responsible or liable for any damage to or loss of any goods articles or property of any kind brought on to or left at the Venue either by the Hirer or by any other third party.
- 4.20.4 The Council shall not be liable for any loss due to any breakdown of equipment or machinery, failure of supply of electricity, water, gas or other utility, fire government restriction or act of God which may cause the Venue to be temporarily closed for the Purpose of the Hiring to be interrupted or cancelled.
- 4.20.5 The Council gives no warranty that the Venue is satisfactory for any specific purpose.

#### **4.21 COMPLIANCE WITH STATUTES AND REGULATIONS**

- 4.21.1 The Hirer must not do or permit to be done or fail to be done any act matter or thing which may constitute a breach of any statutory obligation arising out of or in connection with this agreement or would or might vitiate in whole or in part any insurance effected in respect of the Venue.
- 4.21.2 The Hirer shall strictly observe and perform the relevant provisions contained in The Children and Young Persons Act, 1933, the Copyright Act 1956, or any statutory modification or re-enactment thereof and all other statutory provisions and shall comply with all obligations and requirements of any applicable SBC licensing for any hiring and shall indemnify SBC, and all other officers of SBC from all penalties, damages, costs and proceedings which they may incur in consequence of any breach or default in complying with those provisions, obligations and requirements.
- 4.21.3 The Hirer shall strictly observe the requirements and regulations of any licensing in relation to exhibitions and Public Entertainment Licensed events and the number of persons to be admitted, arrangement of seating, widths of gangways between chairs, stands and tables, the requirement to keep free of obstruction any emergency signs, stairways and exits and other like requirements.
- 4.21.4 The Hirer hereby agrees to comply with the relevant provisions of the Health & Safety at Work Act 1974 and any other relevant order, statutory instrument, legislation in respect of any person engaged or employed by the Hirer or working on the Hirer's behalf at the Venue and in respect of any other third party attending the Purpose of the Hiring.
- 4.21.5 Hirers are responsible for undertaking their own Risk Assessments for the activities being undertaken and in ensuring full compliance by all those organising, performing and attending the booking.

## **4.22 COMPLAINTS**

4.22.1 Any complaint arising out of the hiring must be made in writing to the Council's Booking Team. Emails can be sent to; [communitycentres@slough.gov.uk](mailto:communitycentres@slough.gov.uk)

## **5. EMERGENCY PROCEDURES**

- 5.1 In the event of an emergency occurring within SBC buildings, audible alarms will be activated in all areas. The alarm is a distinctive continuous high pitch sound.
- 5.2 Emergency exits are signed with the door or exit. Evacuation shall be from your nearest Exit point, which is indicated on the Health and Safety posters displayed in Rooms.
- 5.3 Evacuation should be immediate and no attempt should be made to gather or retrieve possessions from the building.
- 5.4 Evacuation should be in an orderly manner, as quickly as possible and without running.
- 5.5 No attempt should be made to re-enter the building until given the all clear by the Managing Officer.
- 5.6 Unattended property may activate emergency evacuation procedures, so please keep your bags and other loose possessions with you at all times.
- 5.7 On conclusion of the emergency, the Fire Officer will advise of and allow re-admission to the building.

# APPENDIX 1: ROOM BOOKING TERMS & CONDITIONS

## Terms and conditions for the hire of Slough Borough Council Buildings

Emergency caretaker number- 07771555869

### 1.0 APPLICATION FOR HIRE AND ANNOUNCEMENT OF HIRE

- 1.1 All applications for the hire of any Council owned Community Centres shall be in writing to Slough Borough Council's Booking Coordinators, Facilities Management, 1<sup>st</sup> Floor East, St Martins Place, 51 Bath Road, SL1 3UF or by phone on 01753 875762 or email [communitycentres@slough.gov.uk](mailto:communitycentres@slough.gov.uk)
- 1.2 Applications will not be accepted from persons less than 18 years of age.
- 1.3 If you fail to return a signed booking contract within 48 hours of its issue as well as the deposit which is outlined below, or comply with terms and conditions of hire, Slough Borough Council will re-let the function date to other hirers.  
£50 – £100 - £50 deposit payable  
£100 – £250 - £100 payable  
More than £250 - £200 payable
- 1.4 The Bookings Officer reserves the right to refuse any application for hire and shall not be required to offer any reason or explanation.
- 1.5 An email at the time of the application for hire/booking will be sent to the hirer on receipt of the booking. No booking will be deemed to be confirmed until the hirer has received an acceptance e-mail from Slough Borough Council and following receipt of full payment from the hirer.
- 1.6 No public or private announcement of the hiring shall be made until the application has been granted and Slough Borough Council has confirmed the booking.
- 1.7 The Hirer must inform the Council if the event is open to the public and/or if tickets are being sold for the Purpose of the Hiring.
- 1.8 The person whose name the booking is in and who signs the contract (the same person must do both) agrees to be the hirer and must be in attendance for the duration of the event and therefore shall be responsible for complying with the following conditions of hire:
- 1.9 The hirer must not transfer the benefit of the community centre to any other person or organisation or sell tickets for any event without prior written agreement from the Council.
- 1.10 Only authorised persons may sign the contract on behalf of a Community group or other body, the authorised person must inform the booking team if he is no longer the contact person for the community group. If the authorised person is going abroad, he must provide contact details of the person that will be responsible in his absence.
- 1.11 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.
- 1.12 The hirer may not display posters or other advertising on Council premises without written permission nor 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.

- 1.13 It is the hirer's responsibility to check the contract of hire ("the contract") for accuracy, 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-ordinators must be informed immediately if any of the details contained in the contract or confirmation of booking is inaccurate.
- 1.14 Any additional requirements must be requested at the time of booking. Unless permission is explicitly granted the hire does not include the use of centre equipment, storage or any other rooms within the centres and excludes the use of kitchens unless booked.
- 1.15 Use of car parks is for car parking only any other usage must be discussed with the booking team when requesting a booking, use of car parks for other purpose will attract hire charges according to the pricing structure.
- 1.16 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 booking conflicts with the council's policies this could result in bookings being cancelled.

## **2.0 RESTRICTIONS ON USE**

- 2.1 Rooms should not be used for party political purposes pursuant to section 99 Local Government Act 1972 or for a Member's personal use. The Group Rooms are outside the scope of this Policy and may be used by the Groups for their own purposes.
- 2.2 No hiring can be made by political parties, or for political purposes, i.e. events designed to affect support for a particular political party.
- 2.3 The provision of Council facilities, including room hire, may be withdrawn if the facility or other provision has been misused by the Member or is used in contravention of this guidance or the terms and conditions of hire.
- 2.4 Some venues can be hired for Weddings, Functions, Training Courses etc., by outside companies/members of the public. It should be noted that if there is an intention to consume alcohol on the premises, the council must be notified at the time of the booking as a payable license may be required. It should also be noted that under no circumstances alcohol cannot be sold on council premises.
- 2.5 Slough Borough Council will ensure that the application of any part of this policy does not discriminate, directly or indirectly, against anyone on the grounds of race, disability, sex, gender reassignment, sexual orientation religion or belief, age, marriage or civil partnership.
- 2.6 Slough Borough Council does not permit its accommodation to be let for political rallies or demonstrations, for purposes which are illegal i.e. forbidden by law or unauthorised by official or accepted rules, for functions attended by people whose presence may cause civil unrest or division within the community or to an organisation or individual which has been banned by law.
- 2.7 The Council reserves the right to cancel any booking where it considers that such events may be contrary to the interest of the public or contrary to any law or act of Parliament. Any bookings will also be subject to consideration from the police to ensure the safety of the community is assessed against the request for a venue booking.
- 2.8 The Council reserves the right to cancel any booking where it believes the hirer of the premises may do something that may cause or pose a risk of loss, damage or significant expense to the Council or harm the reputation of the Council.

2.9 No part of the Hall or other areas of hire in the building should be used for any purpose other than the Purpose of the Hire. No part of the building or space hired is to be used for any purpose, which is unlawful.

### **3.0 PAYMENT OF HIRE FEES AND OTHER CHARGES**

3.1 Slough Borough Council reserves the right to increase prices with effect from the 1st of April each year. All bookings for events taking place after any price increase shall be liable to the higher charge(s) for the facilities hired.

3.2 All persons or groups using SBC Rooms or Facilities at any of its premises throughout the borough, will be liable to pay the approved charges. No persons or Groups are excluded from this policy (except staff employed directly by SBC), however rates will vary if groups hiring the room/s are a registered charity or voluntary groups.

3.3 The Hirer agrees to pay the Council the Fee, as consideration for the hire of the Hall for the Period of Hiring.

3.4 For avoidance of doubt, the Hirer shall ensure that the Council is in receipt of the full fee no later than 28 days before the Period of the Hiring.

3.5 In addition to the hire Fee, the Hirer hereby agrees to pay to the Council any additional cost incurred by the council arising from or in connection with: addition time in excess of the agreed Period of Hire or any damage to the Council's property during the hire period.

For the avoidance of doubt where the Council is in receipt of the Hirer's Damage Deposit, the parties hereby agree that the Council may first deduct any sum due to the Council as a debt from

the Hirer by reason of additional time in excess of the agreed Period of Hire or for any financial loss to the council as a result of damage caused to property or equipment during the hirer's booking period.

The hirer is entitled to a refundable deposit within 3-4 weeks if no damages etc. or any of the above

have been incurred during the duration of the booking. Non adherence to these terms and conditions may result in loss of the deposit.

3.6 Any functions past 23.00 hours will be charged at double the standard rate as well as public bank holidays (please note that there may be additional charges where a public holiday falls on a weekend), and charges levied for overrunning functions will be deducted from hirers damage deposit: however if the damage deposit is not sufficient to cover the charges levied the hirer will be issued an invoice to cover the shortfall

#### **Regular Bookings-**

3.7 Where the application for the hire is in respect of series of events, payment for each booking must be made 28 days before the date. Failure to adhere to the above will result in all bookings being cancelled and the dates re-let to other hirers

#### **Individual Bookings-**

3.8 In case of a booking made less than 28 days before the date of the event, the full hiring fee shall be payable immediately on acceptance and both the deposit and booking fee shall be paid. Failure to pay all fees will render the booking cancelled and re-let to other hirers

- 3.9 Access to booked rooms will only be permitted at the time shown on the booking contract (this includes setting up/down) customers can only use the rooms they have booked and the premises must be vacated by the finish time shown on the booking contract. Failure to vacate the premises by the allocated time, gaining early access or using rooms not booked will result in additional charges being added.
- 3.10 Advance payments for booking should only be made through the booking & events coordinators. Customers are not permitted to make any payments to the Caretakers within our Centres.
- 3.11 It is the policy of Slough Borough Council that staff will not accept gifts gratuities or bequests from clients, their family, relatives or friends.
- 3.12 Requests for changes to bookings, this includes changes to booked times must be made with the Bookings & Events Coordinators with a follow up email sent to the Coordinator or the Community Centres email address. The hirer shall note that whilst the Coordinators will endeavour to accommodate any requests for changes, this may not always be possible.
- 3.13 The hirer is responsible for checking the booking contract and any subsequent invoices received from Revenues. In case of any queries with the charges the hirer must raise these immediately in the first instance with Revenues and then with our Booking Team if Revenues are unable to help.
- 3.14 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 alternatively, connected with the hire of the premises on the following basis.
- Accident bodily injury including death to third parties and further in respect of damage to their property- not less than £5 million
  - Accidental damage caused by fire to the premises being used – not less than £5 million
  - Accidental damage caused to the premises other than fire-£20,000
- 3.15 The hirer further agrees to pay an additional insurance premium of 5% 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.
- 3.16 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 maybe made. Interest will not be paid on any bond held.

#### **4.0 CANCELLATION OF HIRING (by Slough Borough Council)**

- 4.1 In the event of any cancellation or termination of the hiring by SBC, no liability shall fall upon the Council in respect of any loss sustained or expenses incurred by the Hirer or any other person as a result thereof and the Hirer is advised to insure against such loss.
- 4.2 SBC may cancel or terminate any hiring, if the premises are used for any purpose, which they have not approved, or if there is any breach of any of the terms and conditions of Hire. In the event of such cancellations, all charges paid will be forfeited and the Hirer shall be liable to the SBC for any costs, expenses and losses incurred by the SBC.

4.3 SBC may cancel or terminate any hiring if the premises are required for any purpose connected with a European or United Kingdom parliamentary, local elections, national security, public safety and the prevention of disorder or crime, the economic well being of the Country, the protection of the Rights and Freedoms of others and shall not thereby incur any liability whatsoever to the Hirer other than for the return of such deposits, fees and charges as shall have been paid by the Hirer. Hirers are advised to insure against any eventuality.

4.4 SBC may cancel or terminate any booking under the terms specified above at no cost to the council.

4.5 If the hiring is cancelled for any such reason, the Council shall give to the Hirer reasonable notice where possible and refund the Fee but will not otherwise be liable to the Hirer whatsoever.

4.6 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 member of the public to leave the premises.

4.7 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.

4.8 Slough Borough Council reserves the right to cancel your booking due to adverse weather conditions, power failures, emergency maintenance or any other unexpected emergency that affects the use of the centre, if we have to cancel your booking we will try to organise an alternative date. If this is not acceptable, we will refund the hire charges for the affected session only, Slough Borough Council will not be liable for any other costs you may have incurred.

4.9 Slough Borough Council has a strict policy on extreme groups and will not allow any premises to be used to promote extremist views, 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 deem, may affect the reputation of the Council.

## **5.0 CANCELLATION OF HIRING (BY THE HIRER)**

5.1 Cancellations must be made by email or in writing. If the hiring is cancelled by the Hirer, s/he shall be liable for payment of the following percentage of the total hiring fee (if any). Where the notice of cancellation is received:

- Less than 1 week, before the date of commencement of the hiring:  
100% of the full hire fees will be payable.

- More than 1 week but less than 28 days, before the date of commencement of the hiring:  
50% of the full hire fees will be payable.

5.2 The hirer is strongly advised to purchase insurance to cover cancellation costs where the cancellation results from circumstances beyond your control for example illness.

## **6. SUB-LICENSING**

6.1 The Hirer shall not sub-license or attempt to sub-license, under any circumstances the premises or part thereof. SBC does not accept third party bookings.

## **7.0 MANAGEMENT AND ADMINISTRATION**

### **7.1 ACCESS TO AND VACATION OF THE PREMISES AND AVAILABILITY OF ROOMS**

7.1.1 The Hirer, their attendees, contractors, exhibitors etc. will be allowed onto the premises during the Period of Hire specified within the Booking Confirmation. Under no circumstances will Hirers or their attendees, contractors, performers, exhibitors or any other person associated with the hiring be allowed onto the premises before or after the time specified on the Booking Confirmation.

7.1.2 All Hirers and any persons associated with any hiring must have vacated and be clear of the premises by the time of completion of the Period of Hire unless previously special arrangements have been agreed with SBC at the time of Booking Confirmation. Remaining at the venue for more than 10 minutes after the booking time will incur an additional hourly charge, which will be deducted from the booking deposit.

### **7.2 SETTING UP AND CLEARING UP**

7.2.1 Rooms will be set up to the layout specified in the acceptance email. Significant room layout changes on the day of the booking (that are not specified on the signed booking contract) may be subject to additional charges.

7.2.2 SBC will use its best endeavours to ensure rooms will be available to the correct specification but no guarantee can be given that rooms will be available to the required plan immediately upon commencement of the Period of Hire. Hirers are advised to book a minimum of one hour prior to the commencement of the event and one hour at the end of the event to allow sufficient time for their preparation and clean up at the end.

7.2.3 The Hirer shall be responsible for providing the Facilities Team with all exhibition plans, floor plans, audio visual requirements and room layouts, a minimum of 2 weeks prior to the date of the commencement of the hire for his approval/comments. Any adjustments to room layouts or other requirements should be made in writing or by email.

7.2.4 The hirer is responsible for setting and cleaning up of the hall and for ensuring that all guests leave the centre within the allocated booking time. For evening functions, all music must finish 30 minutes before the end of your booking unless prior arrangement has been made.

7.2.5 Over running of functions or gaining early access will result in additional charges being levied at a minimum of one-hour hire.

7.2.6 The hirer is responsible for the removal of all rubbish and decorations from the hired community centre as well as the kitchen if used. The hirer is also responsible for the

removal of rubbish left outside the building; all rubbish must be placed in the bins or skips provided.

### **7.3 RIGHT OF ENTRY TO HIRED ROOMS AND REMOVAL OF UNDESIRABLE OBJECTS**

- 7.3.1 The Council reserves the right for duly authorised members, officers and employees of the council to enter the Venue at any time for any authorised purpose.
- 7.3.2 If anything offered for sale or exhibited in any of the premises is considered by the Facilities Management Officer or the SBC authorised officers, to be likely to be undesirable in support of a political party, in breach of copyright, unsuitable, dangerous to any person or property inside or outside the SBC, offensive or would cause the Council to be in breach of its equality duties; it shall on request be removed by the Hirer forthwith.

### **7.4 SUPERVISION OF PREMISES**

- 7.4.1 The Hirer shall ensure that throughout the Period of Hire at least one person over 18 years of age shall be present who shall accept responsibility for ensuring the effective control and supervision of the hiring and for compliance with these conditions. The name and status of this person shall be communicated to the Bookings Officer at the time of booking.
- 7.4.2 During the Period of the Hiring the Hirer shall be responsible for the efficient supervision of the space hired including though not limited to:
  - 7.4.2.1 The effective control of children
  - 7.4.2.2 The orderly and safe admission and departure of persons to and from the venue
  - 7.4.2.3 The orderly and safe vacation of the venue in the event of an emergency
  - 7.4.2.4 The safety of the venue and the preservation of good order and decency in the venue
  - 7.4.2.5 Ensuring that all doors giving egress from the venue are left unfastened and unobstructed and immediately available for exit
  - 7.4.2.6 Ensuring that no obstruction is placed or allowed to remain in any corridor giving access to the venue

#### **7.4.3 Supervision of Children**

- 7.4.3.1 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. If a children's entertainer or other persons or equipment is brought in to the community hall, the hirer must inform the booking coordinator and is wholly responsible for such persons and their equipment and checking any safety and insurance certificates. Slough Borough Council will not be responsible for such persons or their equipment.
- 7.4.3.2 The hirer must ensure that children and young persons are not allowed to enter the kitchen and serving areas and must be supervised by a responsible adult at all times whilst using the community centre.
- 7.4.3.3 Under no circumstances are children to be permitted to leave the community centre during the course of the booking nor should they gather or play in the vicinity of the premises or the car parking area. The hirer is responsible for supervising children at all times.

## **7.5 DELIVERY AND REMOVAL OF GOODS AND REFUSE**

- 7.5.1 The Hirer shall ensure that persons who supply equipment and other goods in connection with the hiring shall bring in and take away goods during the period of the hire in such manner as to prevent nuisance or annoyance to the occupiers of SBC and to residents in the neighbourhood.
- 7.5.2 The Hirer will be responsible for removal of all refuse generated from their booking prior to leaving the venue, including glasses, cans, bottles, food, disposable dishes and any other waste accumulated by their event.

## **7.6 PERMITTED NUMBERS**

- 7.6.1 The maximum number of persons to be allowed admission per room at any one time is will be as per Venue allowance specified by the council at the time of booking. The Hirer shall ensure that these numbers are not exceeded.
- 7.6.2 The Bookings Officer may, in her/his absolute discretion, reduce the maximum number of persons to be admitted if s/he considers it expedient or necessary so to do.

## **7.7 FIRE SAFETY PRECAUTIONS**

- 7.7.1 The Hirer must ensure that all persons brought into SBC by him are made fully aware of the Emergency Procedures, which will be displayed around the building and a hard copy provided at the time the booking is confirmed.
- 7.7.2 The Hirer must ensure that all gangways, corridors, staircases, passageways, entrances and exits are kept entirely free from obstruction at all times and that fire doors must remain closed at all times when not in use.
- 7.7.3 During the Period of the Hiring, the Hirer must record the number of persons admitted and show evidence of the same on demand to any officer of the Council requesting such information.

## **7.8 ELECTRICAL INSTALLATIONS**

- 7.8.1 The Hirer shall not make any alterations, move or interfere with the existing lighting, heating, power or other electrical fittings or appliances.
- 7.8.2 No additional lighting, heating, power or other electrical fittings or appliance are to be installed or used without the prior written consent of the Council.
- 7.8.3 Stage lighting equipment must not be operated by any persons other than by a qualified electrician and with prior written consent of the Council.
- 7.8.4 SBC will provide technical support to Hirers at the commencement of the Period of Hire to instruct them on the operation of hired equipment and to provide support should any item of hired equipment malfunction during the Period of Hire.
- 7.8.5 The supply of electrical extensions may be made available with the prior approval of the SBC Managing Officer.
- 7.8.6 All electrical appliances such as tape recorders/CD players etc. must have a valid PAT (Portable Appliance Test) label on. If it doesn't, the hirer will not be permitted to use the equipment.

## **7.9 BROADCASTING, FILMING, EXHIBITIONS, BAZAARS, SALES & PERFORMANCES**

- 7.9.1 Broadcasting or Filming rights are strictly prohibited without the prior written approval of the Council.
- 7.9.2 For the avoidance of doubt, cameras may be brought into and used inside the Venue for private (but not commercial) purposes provided that no nuisance or annoyance is occasioned.
- 7.9.3 The Hirer shall not use any part of the Council building for the purposes of a film exhibition or permit any part of the building to be used for those purposes without prior consent of the Council.
- 7.9.4 All hiring's of Council premises for exhibitions, bazaars, sales of work, cinematography, entertainment, 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 Councils insurers in respect of the extra risk involved. In the case of such functions, applications must be made at least four weeks before the date of the proposed event, accompanied by a plan of the proposed construction thereof.
- 7.9.5 No cinematography film shall be shown unless the British board of film censors have previously passed it. A licence for showing any such film or staging the show and the use of hired premises for that purpose must be duly obtained from the Council in writing.
- 7.9.6 No televisions, satellite or other devices can be used to view any broadcast programmes at any community centre. The hirer shall fully and effectively indemnify the Council against all proceedings, costs, claims, demands, expenses, and actions, which may arise by any means directly, or indirectly from the use of televisions or satellite or watching broadcast programmes at any community centre.
- 7.9.7 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 the lotteries act and have prior written consent of the relevant Council official.
- 7.9.8 Photographs or demonstrations of hypnotism, mesmerism or any similar act may not take place on the premises.

## **7.10 ANIMALS AND BIRDS**

- 7.10.1 The Hirer shall not permit any animal or bird to enter or remain on the premises excluding an assistance dog accompanying a visually or hearing impaired person.

## **7.11 GAMBLING**

- 7.11.1 No sweepstake, raffle, tombola or form of gambling is permitted to take place in Council buildings without prior written consent from the Council.

## **7.12 SMOKING**

- 7.12.1 Smoking is strictly prohibited within (and immediately surrounding) the building including outside the main entrance. The Hirer will ensure they, their attendees, contractors, exhibitors etc. adhere to the SBC no-smoking policy, which is available on request.

7.12.2 Failure by the Hirer or his guests to comply with this requirement may result in enforcement by the Council's Environmental Health Officers.

### **7.13 NOISE AND USE OF AMPLIFIED SOUNDS OR MUSIC**

7.13.1 The Hirer shall keep music and amplified sound to below 90DB (A) at a distance of 15 metres from the noise source.

7.13.2 Noise level must be contained to a reasonable level at all times and after 11.00 pm; no noise shall be audible in any of the neighbouring houses or flats. Where noise control devices are installed these will be on throughout the function measuring noise levels. Excessive noise causes the device to cut off the power to the centre. Any tampering with the equipment will automatically incur extra costs.

7.13.3 Noise level must be kept at a level so as not to interfere with other activities in the community centre. Exist doors and windows must be kept closed after 11.00 pm. This also applies to noise levels within the car park as some of our centres are within residential areas.

### **7.14 PUBLICITY AND ADVERTISING**

7.14.1 The Hirer shall not advertise any public meeting, whatsoever without the prior written approval of the Head of Facilities Management.

### **7.15 PARKING AND BICYCLES**

7.15.1 The Hirer is entitled to park on the site car park where it is available. The Booking Officer can confirm which buildings have on-site parking. Car Park space can be used during the Period of Hire only and subject to spaces being available. No guarantee of availability is given.

7.15.2 The car park is available on a first come first serve basis. No parking is available overnight.

7.15.3 Bicycles including fold-up bicycles are not permitted within SBC buildings. These must be parked outside the building in the allocated space.

7.15.4 Any cars, bicycles and property are left at the owner's risk. The council will not accept any liability or cost for any loss or damage.

### **7.16 CATERING AND ALCOHOL**

7.16.1 Hirers may use their own catering suppliers to provide Catering Services.

7.16.2 Neither the Hirer nor any third party is permitted to bring any additional ovens or other gas/electrical catering equipment into the Building.

7.16.3 The kitchen (Where available at the venue), must be booked in advance by the Hirer if any food preparation is to take place at the Venue.

7.16.4 The Hirer agrees that both he and/or his caterer will provide all crockery, glasses, cutlery and other relevant equipment, which is required for the Period of Hire.

- 7.16.5 The council accepts no liability for any breaches of Food Safety or Hygiene or any other related compliance breaches by the Hirer or their caterer.
- 7.16.6 No food or alcohol can be sold on the premises unless the hirer has obtained a license to do so from the relevant licensing authority and permission has been agreed at the time of the booking.
- 7.16.7 The hirer shall not use the community centre for profit making events or any other purpose than for which it was hired.
- 7.16.8 The hirer agrees and accepts the Council shall not be liable for the quality or service of food on the premises nor will the council accept responsibility for any food served or bought onto its premises by the hirer or the hirers chosen catering company.
- 7.16.9 The council reserves the right to specify whether a person or company may provide catering services on any of its premises.

## **7.17 ROYALTIES AND COPYRIGHT**

- 7.17.1 The Hirer shall indemnify SBC and its officers from and against any claim for any duty, tax, royalty or copyright fee payable in respect of any entertainment given by the Hirer and against any infringement of copyright, which may occur during the hiring.
- 7.17.2 If the Purpose of the Hiring or other use of the Venue will involve the performance of any musical or dramatic works or the delivery in public of any lecture in which copyright subsists, it will be the responsibility of the Hirer to obtain, prior to the Period of the Hiring, the consent of the owner of the relevant copyright and to pay all composers', authors', publishers' fees and any other relevant fees including though not limited to royalties which may be due or become payable.
- 7.17.3 If the Council so requests the Hirer must supply for approval to the council not less than 7 days before the Period of the Hiring of, a copy of the programme of any entertainment to be provided during the Period of Hiring and such other documentation or evidence as the council may reasonably require.
- 7.17.4 Hirer must not offer any gifts, financial royalties or any other items, which may be perceived as bribery to Council Officers. If hirers breach this policy, the council reserves the right to cancel any future bookings.

## **7.18 PROTECTION OF USE OF DECORATIONS AND PYROTECHNICS**

- 7.18.1 The Hirer shall not permit any person connected with the hiring to drive any bolts, tacks, bits, pins, adhesive substances nails, screws or other fixings into the walls or floors or into any furniture or fittings or to do anything likely to cause damage to the building or any such furniture or fittings.
- 7.18.2 No notice, sign, flag, bunting, placards, banners, decoration, drapery, or other item shall be affixed to any part of the building, the furniture, fixtures or fittings using strong adhesive substances that may cause damage, this also includes the use of staple guns and drawing pins. The hirer should seek clarity from the Bookings Team if they are unsure.
- 7.18.3 No person shall alter or move existing fittings without the prior written consent from the Council. If damage is caused to the community centre by the hirer or other attendees or additional cleaning is required, the hirer personally must pay for the cleaning or/and damage caused to Council property as a result of the hiring. Any charges levied for damage

or cleaning of the community centre will be deducted from hirer's security deposit: however, if the security deposit is not sufficient to cover charges levied the hirer will be issued with an invoice to cover any shortfall.

- 7.18.4 The Hirer shall ensure that adhesive tapes are not used to mark wooden or carpeted floors.
- 7.18.5 The Hirer shall ensure that any event stand shall be prefabricated – no painting or making good will be allowed on the premises. The position of display/exhibitions stand must be agreed in advance with the Bookings Officer.
- 7.18.6 Decorations, flags, emblems, helium-filled balloons, streamers or confetti, party poppers/canons, will only be permitted to be used with the written consent of the Bookings Officer. Where such consent is given, it will be conditional on the use of non-inflammable material or material treated with an approved fireproofing substance
- 7.18.7 SBC reserves the right to remove any poster, emblem or decoration etc. that in the opinion of the Building Manager shall be or become unseemly, unsightly, or inappropriate.
- 7.18.8 The Hirer shall ensure that no naked flames, smoke making machines, indoor fireworks, stage pyrotechnics or other highly inflammable material are to be used at Council Buildings. Candles for Birthday/Party cakes may be permitted subject to the approval of the Bookings Officer but strict adherence to the fire procedures is required by the Hirer.

## **7.19 PROTECTION OF SBC PROPERTY**

- 7.19.1 The Hirer must take due care and attention of the premises during the Period of Hire and where necessary protect floors, walls, soft furnishings, glass, pillars, cornices, entrances, decoration, artworks, furniture and fixtures and fittings relating to the premises, which are at risk of damage.
- 7.19.2 The Hirer shall be responsible for and use his best endeavours to ensure that the Venue, all articles of whatever nature and equipment are left in the same condition as that immediately before the Period of Hire.
- 7.19.3 The Hirer shall repay to SBC in the first instance and, on demand the cost of reinstating or replacing any part of the premises or any property belonging to SBC in or upon the premises, which shall be damaged, destroyed, stolen or removed during the Period of Hire.
- 7.19.4 Any damage to Council property incurred by the Council as a result of the Hirers event will result in the council deducting the cost of repair/replacement from the Damage Deposit and any outstanding sums due may be recovered by the Council as a debt from the Hirer.
- 7.19.5 If the Hirer fails to observe and perform any of these Conditions the Council may seek to recover from the Hirer any expense incurred by the Council in remedying any such failure including though not limited to the cost of employing attendants, workmen, cleaners or other persons as may be appropriate

## **7.20 LOSS, DAMAGE OR INJURY**

- 7.20.1 The Hirer is covered by a policy of Public Liability Insurance taken out by SBC and the premium is included in the Hire Fee. A copy of the Policy is available on request from the Booking Officer and the Hirer should be aware of its financial limitations and exclusions. The property of the Hirer is not covered. The Hirer must state on the Booking Form whether he has his own policy of Public Liability Insurance.

- 7.20.2 The council shall not be liable for the death of or personal injury to any person attending the Venue for the Purpose of the Hiring or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability.
- 7.20.3 The Council will not under any circumstances be responsible or liable for any damage to or loss of any goods articles or property of any kind brought on to or left at the Venue either by the Hirer or by any other third party.
- 7.20.4 The Council shall not be liable for any loss due to any breakdown of equipment or machinery, failure of supply of electricity, water, gas or other utility, fire government restriction or act of God which may cause the Venue to be temporarily closed for the Purpose of the Hiring to be interrupted or cancelled.
- 7.20.5 The Council will not be responsible for any loss or damage to personal equipment or property by anyone attending, within the premises, car parks, walkways and gardens within the vicinity of the hired premises.
- 7.20.6 Any equipment left on Slough Borough Council premises remains the responsibility of the owner of the equipment and it is the hirer's responsibility to insure their own equipment, Slough Borough Council will not accept any responsibility for equipment or other possessions left or stored in community centres nor will they be liable for any such equipment.
- 7.20.7 The Council gives no warranty that the Venue is satisfactory for any specific purpose

## **7.21 COMPLIANCE WITH STATUTES AND REGULATIONS**

- 7.21.1 The Hirer must not do or permit to be done or fail to be done any act matter or thing which may constitute a breach of any statutory obligation arising out of or in connection with this agreement or would or might vitiate in whole or in part any insurance effected in respect of the Venue.
- 7.21.2 The Hirer shall strictly observe and perform the relevant provisions contained in The Children and Young Persons Act, 1933, the Copyright Act 1956, or any statutory modification or re-enactment thereof and all other statutory provisions and shall comply with all obligations and requirements of any licensing SBC applicable to any hiring and shall indemnify and keep indemnified SBC, and all other officers of SBC from all penalties, damages, costs and proceedings which they may incur in consequence of any breach or default in complying with those provisions, obligations and requirements.
- 7.21.3 The Hirer shall strictly observe the requirements and regulations of any licensing in relation to exhibitions and Public Entertainment Licensed events and the number of persons to be admitted, arrangement of seating, widths of gangways between chairs, stands and tables, the requirement to keep free of obstruction any emergency signs, stairways and exits and other like requirements.
- 7.21.4 The Hirer hereby agrees to comply with the relevant provisions of the Health & Safety at Work Act 1974 and any other relevant order, statutory instrument, legislation in respect of any person engaged or employed by the Hirer or working on the Hirer's behalf at the Venue and in respect of any other third party attending the Purpose of the Hiring.
- 7.21.5 Hirer are responsible for undertaking their own Risk Assessments for the activities being undertaken and in ensuring full compliance by all those organising, performing and attending the booking.

- 7.21.6 The hirer shall indemnify Slough Borough Council against all proceedings, claims, costs, demands, expenses, actions or liabilities howsoever caused, arising directly or indirectly from the use of the premises apart from claims and actions arising through the negligence of Slough Borough Council, its servants or agents.
- 7.21.7 The hirer shall be liable for and shall fully and promptly indemnify the Council, its officers, employees, agents and other contractors against all liabilities, damages, costs, losses, claims, expenses, demands and proceedings whatsoever, howsoever arising whether in contract, tort or otherwise, directly or indirectly, out of or in the course of, in connection with breach of this Agreement by the hirer, its employees or agents.
- 7.21.8 The parties hereby acknowledge that persons engaged by the hirer pursuant to the Purpose of the Hiring shall be (or shall be deemed to be) employees, subcontractors, agents or independent contractors of the hirer and the hirer shall indemnify and keep indemnified the Council against all claims arising from their engagement/employment.
- 7.21.9 The Council accepts no liability whatsoever for any loss or damage caused to any property belonging to the hirer, in the possession of the hirer or belonging to or in the possession of any third party.
- 7.21.10 The hirer should provide a suitable and adequate first aid kit for the hiring period.

## **7.22 COMPLAINTS**

- 7.22.1 Any complaint arising out of the hiring must be made in writing to the Council's Booking Team, within 7 days after expiration of the Period of the Hiring. Emails can be sent to; [communitycentres@slough.gov.uk](mailto:communitycentres@slough.gov.uk)

## **8. EMERGENCY PROCEDURES**

- 8.1.1 In the event of an emergency occurring within SBC buildings, audible alarms will be activated in all areas. The alarm is a distinctive continuous high pitch sound.
- 8.1.2 Emergency exits are signed with the door or exit. Evacuation shall be from your nearest Exit point, which is indicated on the Health and Safety posters displayed in Rooms.
- 8.1.3 Evacuation should be immediate and no attempt should be made to gather or retrieve possessions from the building.
- 8.1.4 Evacuation should be in an orderly manner, as quickly as possible and without running.
- 8.1.5 No attempt should be made to re-enter the building until given the all clear by the Managing Officer.
- 8.1.6 Unattended property may activate emergency evacuation procedures, so please keep your bags and other loose possessions with you at all times.
- 8.1.7 On conclusion of the emergency, the Fire Officer will advise of and allow re-admission to the building.

## **9 INTERPRETATION AND RESERVED RIGHTS.**

9.1 Council reserves the right to vary the terms and conditions herein and to take such additional terms, as it may in its absolute discretion deem necessary. Any question arising as to the interpretation of the terms and conditions shall be interpreted by an appropriate officer of the council whose decision shall be final.

9.2 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 paid:-

- 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 disorder.

9.3 The hirer or the person signing the contract of hire of Council premises warrants that he is over 18 years of age and has read and accepted these terms and conditions.

**10 SET OFF**

10.1 The Council may at any time, without notice to the hirer, set off any liability of the hirer to the Council against any liability of the hirer to the Council, whether either liability is present or future, liquidated or un-liquidated, and whether or not either liability arises under this agreement. If the liabilities to be set off are expressed in different currencies, the Council may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the hirer of its rights under this clause shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.

Full Name in capitals (Hirer) .....

Address.....  
.....

Contact Telephone .....

Signed .....

Date.....

# APPENDIX 2: OUTDOOR PITCHES & WICKETS TERMS & CONDITIONS

## Terms and conditions for the hire of outdoor pitches & wickets at Slough Borough Council

### 1.0 Application

- 1.1 All applications for the hire of any Council owned outdoor pitches shall be made to the Slough Borough Council's Bookings Coordinators, Facilities Management, 1<sup>st</sup> Floor East, St Martins Place, 51 Bath Road, SL1 3UF or by phone on 01753 875762 or email [communitycentres@slough.gov.uk](mailto:communitycentres@slough.gov.uk)
- 1.2 The person whose name the booking is in and who signs the contract (the same person must do both) agrees to be the hirer and therefore shall be responsible for complying with the following terms and conditions of hire:
- 1.3 The hirer must not transfer the benefit of the facility to any other person or organisation or sell tickets for any event without prior written agreement from the Council.
- 1.4 The hirer must inform the booking team of the teams fixtures at the beginning of the season or as soon as possible, to prevent disappointment and unavailability of chosen pitches.
- 1.5 Only authorised persons may sign the contract on behalf of a club or other body, the authorised person must inform the booking team if he is no longer the contact person for the club. If the authorised person is going abroad he must provide contact details of the person that will be responsible in his absence.
- 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 display posters or other advertising on Council premises without written permission nor 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 Coordinators must be informed immediately if any of the details contained in the contract or confirmation of booking is inaccurate.
- 1.9 Use of car parks is for car parking only any other usage must be discussed with the booking team when requesting a booking, use of car parks for other purposes will attract hire charges according to SBC pricing structure.

### 2.0 Hire Charges

- 2.1 One-off Midweek Bookings – The full amount of the hire charges shall be sent with each application and no booking will be confirmed until payment is received. Bookings will be made at short notice provided the appropriate booking form has been completed and payment received before the booking commences. A minimum of 7 working days notice is required to make a booking. Teams will also be required to pay a deposit for the changing

room keys and the keys are to be returned no later than 48 hours of the finish of the match.

2.2 Season Bookings – Regular **Football** bookings can be made during the periods September to April. Regular **Cricket** bookings can be made during the periods May – July.

2.3 **Instalment payment plan: 2016/17 (Football Pitches only)**

- First instalment to be paid by 22<sup>nd</sup> August 2016 along with signed contract with terms and conditions and the deposit
- Invoicing customers, as above, but you will need to pay the deposit and return your documents by 15<sup>th</sup> August 2016 instead
- Second instalment to be paid by 3<sup>rd</sup> October 2016
- Third instalment to be paid by 7<sup>th</sup> November 2016

The hirer is required to pay a refundable deposit for the changing room keys and the use of the pitches. Non adherence to the terms and conditions may result in loss of your deposit.

2.4 Advance payments for booking should only be made through the Booking & Events coordinators. Customers are not permitted to make any payments to Ameys.

2.5 It is the policy of Slough Borough Council that staff will not accept gifts gratuities or bequests from clients, their family, relatives or friends.

2.6 Requests for changes to bookings this includes changes to booked times must be made with the Bookings and Events coordinators.

2.7 The hirer is responsible for checking the contract; in case of any queries with the charges the hirer must raise these immediately with the booking team.

### **3.0 Cancellation by Hirer**

3.1 For one-off bookings there must be at least 10 days notice given for a cancellation in writing. If less than 10 working days notice is given then a 25% cancellation fee will apply. Any cancellation with less than 7 working days notice may result in loss of hire charge

3.2 Please refer to VAT exemption form for more detailed information on cancellation of a seasonal booking (attached is the copy)

3.3 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 Cancellation by Slough Borough Council**

4.1 Slough Borough Council reserves the right to close the facility, or prohibit the use of the facility, at its discretion without stating the reason. In which, Slough Borough Council will give as much notice to the hirer as is possible. Where the Council cancels a booking in respect of the above or the following, the Council shall not be liable to pay any compensation in consequence of any such cancellations, but will find the hirer an alternative ground within SBC's properties if available.

4.2 The accommodation, grounds or equipment are required for civil purposes.

- An act of natural disaster, accident or emergency renders the hired premises unavailable.
- In the event of civil disorder.
- In the event of unsuitable ground conditions or for any other reason which in the opinion of the Council constitutes a sufficient overriding reason.

- 4.3 If the hirer fails to comply with the Terms and Conditions of hire, the booking will be automatically cancelled and will not return any monies paid.
- 4.4 Slough Borough Council has a strict policy on extreme groups and will not allow any premises to be used to promote extremist views, 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 deem may affect the reputation of the Council.
- 4.5 The Council reserves the right to cancel any booking where it considers:
- That such events may be contrary to the interest of the general public or contrary to any law or act of Parliament. Any bookings will also be subject to consideration from the police to ensure the safety of the community is assessed against the request for a venue booking.
  - The users of the premises may do something that may cause or pose a risk of loss, damage or significant expense to the Council or harm 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:-
- Accidental bodily injury including death to third parties and further in respect of damage to their property – not less than £5 Million.
  - Accidental damage caused by fire to the premises on hire – not less than £1 Million.
  - Accidental damage caused to the premises on hire other than fire £10,000.

## **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 indemnify Slough Borough Council against all proceedings, claims, costs, demands, expenses, actions or liabilities however caused, arising directly or indirectly

from the use of the premises apart from claims and actions arising through the negligence of Slough Borough Council, its servants or agents.

## **8.0 General Matters**

- 8.1 Goal Nets – The hirer is responsible for a set of goal nets. The hirer will be issued with a locker. The key will be made available on site at the hirer's first home game and from that point on will be the responsibility of the hirer. The nets must be taken down after each game by the hirer and stored away in the locker provided. Nets and locker key will be returned on the hirer's last home match. The hirer will be responsible for nets that have been lost or nets that are in poor condition (unreasonable wear and tear) and will be liable to pay all costs incurred.
- 8.2 Health and Safety – The hirer is responsible for providing his/her own first aid kit.
- 8.3 Clearing Away – The hirer shall remove all litter left by his/her clubs players and spectators. The hirer shall leave the sports ground and facilities in the same condition as on arrival.
- 8.4 Damage – The hirer shall pay the cost of making good any damage directly or indirectly as a result of the hiring or otherwise by the hirer or his/her group or club.
- 8.5 Car Park – The hirer must ensure that all cars and other vehicles connected with the hirer or his/her group or club are parked in the car park provided, or in some other place so as not to obstruct any public or private right of way, or be a nuisance or source of annoyance to any person or neighbour. The hirer must not bring cars or other vehicles onto the grassy areas of the sports ground or allow vehicles to be brought there. The hirer is responsible for ensuring access ways and exits are kept clear for emergency vehicles.
- 8.6 Changing Facilities – The hirer shall ensure that changing accommodation is left in a clean and tidy state and that washing facilities are not used for removing mud from boots. The hirer shall ensure that lights, taps, showers and other equipment in the changing rooms are turned off and the doors and windows closed and gates to the sports ground closed (where applicable) before leaving. The hirer is also responsible for not letting other teams to use their changing rooms. There is to be no smoking within the changing facilities.
- 8.7 By-Laws – The hirer shall observe all relevant and statutory provisions and by-laws, and comply with any reasonable instruction given by the patrol officers or park keepers.

## **9.0 Interpretation and Reserved Rights**

- 9.1 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 deem necessary. Any questions arising as to the interpretation of the terms and conditions shall be interpreted by any appropriate officer of the Council whose discretion shall be final.
- 9.2 The hirer or the person signing the contract of hirer of Council premises warrants that he/she is over 18 years of age and has read and accepted these terms and conditions.

## **10.0 Children**

- 10.1 Where pitches and facilities are let for the purpose of entertaining children the provision of the Children and Young Persons Act 1933 shall be observed.

10.2 Where Clubs are hiring facilities for the purpose of coaching or entertaining under 18's, the booking will only be accepted where clubs can adhere to SBC's 'Child Protection Standards for Clubs using SBC facilities.

**PLEASE NOTE: Slough Borough Council reserve the right to change these Terms & Conditions at any point without notice.**

# APPENDIX 3: VAT CHARGES

## HALLS & ROOM BOOKINGS

The hiring of venues and room bookings including equipment (i.e.) projectors, flip charts, etc. are exempt from VAT.

For Weddings and Parties, VAT is also exempt except where the Council are providing a complete wedding service with catering and planning.

Where Security Services for Weddings and Parties is provided/required, VAT will be charged for this only, at the standard rate.

## PITCH BOOKINGS VAT REGULATIONS

Hirers of park facilities for use for sports activities may be exempt from VAT provided that all of the following conditions are met:

1. The booking is for ten matches or more
2. Each match is for the same sport/activity
3. Each match is at the same location (same park/sports facility)
4. The interval between each match is at least one day but not more than 14 days
5. There is a written contractual agreement between the hirer and the Council (the provider) that all matches will be paid for. (*Payments can be in instalments but must be made prior to the game commencing*).
6. The hirer cannot be allowed to cancel sessions and receive a refund
7. The hirer has exclusive use of the area/facility specified
8. The hirer is a school club or an association representing affiliated clubs or constituent associations

\*\* Individual teams can be treated as clubs provided that they conduct their affairs in the same manner. This would mean entering into formal agreements with the operator of the premises specifying a named contract, collecting subscriptions, from members and so forth, this would be by way of the official booking form.

All of the above conditions **must** be complied with or VAT will become payable for the entire series of bookings in accordance with HMRC rules.

For one off games, VAT **will be** charged at the standard rate.

## APPENDIX 4: ELECTRICAL INSTALLATIONS

The Hirer shall ensure that:

1. Wiring installed in accordance with the current edition of Regulations for Electrical Installations issued by the Institute of Electrical Engineers may be used in positions where it is not held inaccessible to interference and is open to view throughout its length.
2. Flexible cables or cords are kept as short as is practicable.
3. Lamps or lighting installed shall not be placed in such positions as to obscure means of egress or render less conspicuous the notices indicating the exits.
4. Electrical equipment is guarded as necessary to prevent accidental contact with live metal or short-circuiting of live terminals etc.
5. Electrical apparatus shall be fixed in position with adequate space for operation and maintenance.
6. Only one two-way socket outlet adaptor shall be permitted in any one outlet.
7. SBC reserves the right to refuse to connect any installation, which does not comply with the Regulations for Electrical Installations, and any further Regulations, which may be imposed.
8. SBC reserves the right to enter any room, examine the electrical wiring, luminaries or other accessories, and insist on its removal if it is not appropriate.
9. Wiring installed in accordance with the current edition of Regulations for Electrical Installations issued by the Institute of Electrical Engineers may be used in positions where it is not held inaccessible to interference and is open to view throughout its length.
10. All electrical appliances such as tape recorders/CD players etc. must have a valid PAT (Portable Appliance Test) label on. If it doesn't, the hirer will not be permitted to use the equipment.

