

**BURDWOOD COMMUNITY CENTRE
WHEELERS GREEN WAY
THATCHAM
RG19 4YA**



**TERMS AND CONDITIONS OF HIRE
& PRIVACY NOTICE**

**WITH EFFECT FROM
1st APRIL 2024**



Thatcham Town Council

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ThatchamTC

These standard conditions apply to all hirers of the Burdwood Community Centre. If the Hirer is in any doubt as to the meaning of the following, the Hall Administrator should immediately be consulted. Failure to comply with any of the conditions of hire will result in forfeiture of part or all of the refundable deposit.

1. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Hall Administrator, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

2. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-let or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission. No hirer, whether regular or casual, is permitted to use the Community Centre/Hall address as a registered address unless this has been agreed in writing with Thatcham Town Council in advance.

3. Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

4. Licences

The Hirer shall ensure that the Hall holds a Performing Society Rights Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the Hall the Hirer should ensure that they hold the relevant licence or the Hall holds it.

5. Public Safety Compliance

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

(a) Upon completion of a booking form the Hirer will ensure that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

(b) In advance of an entertainment or play the Hirer shall check the following items:

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

6. Means of Escape

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

7. **Outbreaks of Fire**

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Hall Administrator.

8. **Health and Hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.

9. **Electrical Appliance Safety**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety. All electrical equipment **must** be PAT tested.

10. **Indemnity**

(a) The Hirer shall indemnify and keep indemnified Thatcham Town Council, Council employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

(b) The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 10(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Administrator. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Administrator to rehire the premises to another hirer.

The Hall is insured against any claims arising out of its **own** negligence.

11. **Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to Thatcham Town Council **as soon as possible** and complete the relevant section in the Hall's accident book. Any failure of equipment belonging to the Hall or brought in by the Hirer must also be reported **as soon as possible**. Certain types of accident or injury must be reported on a special form to the local authority. The Hall Administrator will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

12. **Explosives and Flammable Substances**

The hirer shall ensure that:

(a) Highly flammable substances are not brought into, or used in any part of the premises and that

(b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Town Council. No decorations are to be put up near light fittings or heaters.

(c) No smoke machines or ice machines to be used on the premises.

13. **Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

14. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. The consumption of alcohol at Birthday parties for 21 years and under is not permitted. No illegal drugs may be brought onto the premises.

15. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Town Council. No animals whatsoever are to enter the kitchen at any time.

16. Compliance with The Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the Town Council with a copy of their Child Protection Policy on request.

17. Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the Town Council accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

18. Sale of Goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices. Further detail can be found in Village Hall Information Sheet 34, Sale of Goods a copy of which is available from the Hall Administrator.

19. Cancellation

If the Hirer wishes to cancel a casual booking before the date of the event fourteen days notice is to be given in writing or no refund will be given, except in special circumstances at the discretion of the Town Clerk. The Town Council reserves the right to cancel any hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- (b) the Town Council reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring
- (c) the premises becoming unfit for the use intended by the Hirer
- (d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any money already paid, but the Town Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

Thirty days notice is required to terminate a regular booking. Failure to give notice will result in forfeiture of the refundable deposit in lieu of notice.

20. End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition. Chairs and tables are to be stacked in the designated places or on the trolleys provided. Rubbish must be left in tied black sacks in the kitchen. Any contents temporarily removed from their usual positions properly replaced, otherwise the Town Council shall be at liberty to make an additional charge. When it is necessary for the Town Council representative to spend longer than one hour in restoring the premises to their original tidiness and cleanliness a deduction for labour costs will be made from the refundable deposit at the discretion of the Town Clerk.

21. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

22. Stored Equipment

The Town Council accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Town Council may use its discretion in any of the following circumstances:

- (a) in respect of stored equipment; failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended
- (b) in respect of any other property brought on to the premises for the purposes of the hiring; failure by the Hirer to remove the same within 7 days after the hiring, dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

23. No Alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior approval of the Hall Administrator. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Hall Administrator remain in the premises at the end of the hiring. It will become the property of the Town Council unless removed by the hirer who must make good to the satisfaction of the hall or, if any damage caused to the premises by such removal.

24. No Rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

25. Refundable Deposit

A refundable deposit of £100 will be charged when hiring the premises by casual hirers, £150 for Parties and £200 for regular hirers

26. Use of Kitchen

The hire charge will include use of the kitchen. There is a *limited* quantity of crockery and cutlery available for the use of Hirers using the kitchen, details of kitchen equipment available will be supplied upon confirmation of a booking. It is the responsibility of the Hirer to ensure that there is sufficient crockery and cutlery for the letting.

27. Hire Time

The Hirer will be charged from the time of access to the premises until the time of departure. The premises must be vacated on expiration of hiring time. Failure to vacate the premises will result in an additional charge being made in accordance with the Town Council's scale of charges (minimum half an hour). There is a minimum hire period of three hours for bookings on Saturdays and Sundays.

28. Access

Police Officers and authorised officers of the Town Council, Fire Service, the Environmental Health Department and the Trading Standards Department shall have free access to all parts of the premises during the letting.

29. Disputes

Any disputes between the Hirer and the Town Council will be decided by the Recreation and Amenities Committee whose decision shall be final.

30. Smoking Policy

Smoking is not allowed within the building.

31. Regulated Entertainment

The hall is licensed for the following regulated entertainment, any other activities may require a Temporary Event Notice.

Performance of Plays, Recorded Music, Performance of Dance, Other Similar Entertainment, Provision - Dancing Facilities, Provision - Facilities (Other)

Hours of Opening

08:00 hours to 21:59 hours

The premises shall not be used for licensable activities, not listed above, between the hours of 08:00 hours and 21:59 hours unless special permission has been issued by Thatcham Town Council and West Berkshire Council.

32. Capacity and Supervision

(a) There shall, in addition to the Hirer, be competent attendants on duty on the premises to assist people entering and leaving, none of whom shall be less than 18 years of age. All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, how to call the Fire Brigade and evacuation procedure.

(b) The number of people on the premises shall not exceed 150.

The number of attendants on duty must be as specified in the Hall's Premises Licence (and not less than):

two adult attendants for up to 100 persons

three adult attendants for 100-150 persons

Additional attendants are required if the audience is mostly under 16, or if there are many disabled people present.

33. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions of the Premises Licence are met.

34. Dangerous and unsuitable Performances

Performances involving danger to the public, or of a sexually explicit nature, shall not be given.

35. Film Shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

36. Sale of Alcohol

In order to hold a licensable activity not covered the Town Council's Premises Licence (eg sale of alcohol) a Temporary Event Notice (TEN) will need to be given to the licensing authority.

The Hirer shall obtain the written consent of the Town Council on the form provided for this purpose before giving the licensing authority a TEN. Failure to do so will result in cancellation of the hiring without compensation because there is a limit on the number of TENs which can be granted annually for any premises.

The TEN must be given to the licensing authority and chief fire officer no later than ten working days before the day on which the event begins. The person giving notice of a TEN must be aged 18 or over. A copy of the TEN must be on the premises during the event. The police and local authority have rights of entry to the premises to assess the likely effect of the TEN on crime prevention.

37. Raffles/Tombolas

The provision of bottles of alcohol as prizes in raffles and tombolas are exempt from the need for a licence provided that:

- The lottery is promoted as an incident of an exempt entertainment defined as a bazaar, sale of work, fete, dinner, dance, sporting or athletic event or other entertainment of a similar character
- After deduction of expenses the whole proceeds of the entertainment are applied for purposes other than private gain and the following conditions apply:
 - The alcohol is in a sealed container
 - No prize is a money prize
 - Tickets are only issued when the entertainment takes place
 - The lottery is not the main inducement to attend

Note that these conditions prevent alcohol prizes being given at raffles for which tickets are sold in advance or where money prizes are given, unless the event at which the draw will take place is licensed for alcohol sale by a TEN.

38. Hire charges

Hire charges may be subject to review without notice.

WITH EFFECT FROM 1st APRIL 2024

HALL (Per hour)	£16.67 + VAT (£20.00)
REFUNDABLE DEPOSITS	100.00 CASUAL 200.00 REGULAR

39. Booking the Hall and Payments for Casual Events

For casual bookings a booking form is to be completed and the refundable deposit is to be paid at the time of booking. The hire charge is to be paid at least fourteen days before the date of the booking. Fourteen days' notice is to be given in writing of any cancellation or no refund will be given, except in special circumstances at the discretion of the Town Clerk. The booking will be confirmed with a bookings confirmation, detailing the date, time and hire charge.

The refundable deposit may be reclaimed at the Council Office no less than 3 to 5 days after the function and after inspection of the premises for damage attributable to the Hirer. The cost of any damage and/or additional costs will be deducted from the deposit and the balance refunded to the Hirer.

40. Booking the Hall for Regular Events and Payments

To book the Hall for regular events a booking form must be completed and a deposit in accordance with the scale of charges paid in full in advance. The booking will be confirmed with a bookings confirmation, detailing the date, time and hire charge.

Invoices will be issued monthly in arrears and payment is to be received in the office within 30 days. Failure to pay within this period will incur an automatic ten percent penalty surcharge on the total amount of the unpaid invoice. The refundable deposit will be held by Thatcham Town Council until the booking for the regular lettings is terminated.

41. Staff Call Out Arrangements

Weekday Daytime Lettings (Monday to Friday Inclusive)

In the event of an emergency when the Caretaker is not on site please telephone 01635 863592

Evening & Weekend Lettings (Monday to Friday inclusive from 5.00pm, all day Saturday and Sunday)

In the case of an emergency only please call:

- Kent Purbrick – Facilities Manager 01635 294541

Where the reason for call-out in the opinion of Thatcham Town Council is the responsibility/fault of the Hirer a fee will be levied. There will be a minimum call-out fee of £25. Subsequently £25 will be charged for every 30 minutes or part thereof for the time the member of staff is on site. In addition any outside contractors' fees will be passed to the Hirer. The sum will be retained from the deposit held by the Council.

42. Bouncy Castles

Hirers wishing to use a Bouncy Castle on the premises should only use a reputable company and should ensure that company has a minimum public liability insurance of £5,000,000.

Hirers must ensure proper supervision of the Bouncy Castle at all times.

Hirers are advised to consider obtaining their own public liability insurance cover for the event.

43. Public Liability Insurance

All regular hirers are required to hold a current Public Liability Insurance policy and up-to-date copies of the policy must be produced to the Town Council. Casual hirers may be required to hold their own Public Liability Insurance policy, dependent on the nature of the use. Public Liability Insurance is not required for private functions.

44. Safeguarding Policy

Users of Thatcham Town Council facilities must satisfy the Town Council that they have adequate systems in place to safeguard the welfare of children, young people and vulnerable adults by providing the Town Council with documentary evidence when requested.

The hire of Town Council facilities to groups for use with children, young people and vulnerable adults will be required to:

- Have public liability insurance
- Have a suitable Safeguarding Policy and/or agree to work to Thatcham Town Council's policy and relevant guidance
- Ensure Leaders make their members aware of the organisation's Safeguarding Policy and ensure that it is followed whilst using Town Council facilities
- Ensure Leaders have valid enhanced DBS checks as appropriate
- Conduct risk assessments for individual activities
- Never leave children, young people and vulnerable adults unattended with adults who have not been subject to a DBS check
- Plan activities to involve more than one person being present
- Where possible have male and female Leaders working with a mixed group
- Ensure registers are complete and attendees are marked in and signed out (under 8's must be collected by a parent/guardian)
- Ensure photographs or videos of individuals are not taken without written permission from parents/guardians

- Ensure that where a child, young person or vulnerable adult needs assistance with toilet trips, and when first aid is required, that this is carried out in pairs or in the latter case, that it is carried out where they can be seen.

Hall Privacy Notice

When you hire a hall or other community venue from Thatcham Town Council the information you provide (personal information such as name, address, email address, phone number) will be processed and stored so that it is possible to contact you and respond to your correspondence, provide information, send invoices and receipts relating to your hire agreement. Your personal information will not be shared with any third party without your prior consent.

The Councils Right to Process Information

Processing is necessary for the performance of a contract with the data subject or to take steps to enter into a contract.

Information Security

Thatcham Town Council cares to ensure the security of personal data. We make sure that your information is protected from unauthorised access, loss, manipulation, falsification, destruction or unauthorised disclosure. This is done through appropriate technical measures and relevant policies.

We will only keep your data for the purpose it was collected and only for as long as is necessary. After which it will be deleted.

Your Rights

Access to Information

You have the right to request access to the information we have on you. You can do this by contacting our Data Information Officer: enquiries@thatchamtowncouncil.gov.uk

Information Correction

If you believe that the information we have about you is incorrect, you may contact us so that we can update it and keep your data accurate. Please contact: enquiries@thatchamtowncouncil.gov.uk

Information Deletion

If you wish Thatcham Town Council to delete the information about you upon expiry of your hire of the hall, please contact: enquiries@thatchamtowncouncil.gov.uk

Right to Object

If you believe that your data is not being processed for the purpose it has been collected for, you may object: Please contact enquiries@thatchamtowncouncil.gov.uk

Rights Related to Automated Decision Making and Profiling

Thatcham Town Council does not use automated decision making or profiling of personal data.

To Sum Up

In accordance with the law, we only collect a limited amount of information about you that is necessary for correspondence, information and service provision. We do not use profiling, we do not sell or pass your data to third parties. We do not use your data for purposes other than those specified. We make sure your data is stored securely. We delete all information deemed to be no longer necessary. We constantly review our Privacy Policies to keep it up to date in protecting your data.

Complaints

If you have a complaint regarding the way your personal data has been processed you may make a complaint to Thatcham Town Council Data Information Officer: enquiries@thatchamtowncouncil.gov.uk and the Information Commissioners Office casework@ico.org.uk Tel: 0303 123 1113.