

Terms of hire for The Hythe Centre and Chertsey Hall

1. Hall capacities

Hall capacities will vary depending on the nature of the booking. Please consult with booking staff and duty managers to confirm maximum numbers possible for your particular event.

As a general guide the maximum capacities for rooms at each venue (for auditorium style seating) is as follows:

Chertsey Hall		Hythe Centre	
Main Hall	230	Main Hall	268
Room A	40	Small Hall	75
Room C	10	Room 1	20
Room D	20	Bar Lounge	20
		Room 2	30

2. Applications for hiring

- 2.1 All applications for hire shall be made on the booking form available from the Leisure Services section.
- 2.2 The organisation and the organiser whose names and/or title appear on the booking form, shall be deemed to be the hirer and shall be solely, or in the case of more than one jointly and severally liable and responsible for complying with these terms of hire.
- 2.3 The hirer must state clearly on the booking form the purpose of hall hire. The hall shall not be used for any other purpose.
- 2.4 The benefit and obligations of the hiring may not be transferred to any person not identified as the hirer on the booking form without the written consent of the Council.
- 2.5 Premises may be provisionally reserved for a maximum of 10 days (which may on occasion be extended at the discretion of the Council) during which time a booking form and appropriate deposit must be received or the reservation will be cancelled without further notice.
- 2.6 The Halls are not available for hire on Christmas Eve, New Years Eve and Bank Holidays.

3. Charges

- 3.1 On acceptance of an application, confirmation of your booking will be sent to you. The booking is not confirmed until you have received such a letter of confirmation, therefore we recommend that no invitations should be sent or definite plans made until this is received. If necessary, you may make arrangements to collect the confirmation during the Council's normal working hours. An invoice for outstanding hall hire charges will be sent approximately two months prior to your booking. If the balance is not paid in the period stipulated, the Council may, deem that the hirer has elected to cancel the booking. The hirer shall then be liable for any losses arising from the booking cancellation, including but

not limited to the full hire charge less any charges recouped by the Council relating to substitute bookings.

- 3.2 A 10% discount will be allowed where a minimum of ten sessions are booked in advance provided that the hire fee is paid by the date stipulated on the invoice. Where one or more payments are not received by the stipulated date, the 10% discount will be forfeited which will be shown on the hirer's following invoice.
- 3.3 A deposit may be required, which will be used to indemnify the Council for losses arising from loss or damage to its property or costs associated cleaning the hired rooms and facilities where the hirer has failed to carry out his or her obligations under this agreement. This deposit will be paid into a holding account and it or the balance owing to the hirer (if any) will be refunded by cheque after the function (normally within 15 working days). The Council shall determine whether the deposit is fully refundable and will deduct such sums as are necessary from the deposit to recover expenses incurred or to be incurred in connection with repair to any damage to its property, the hall or equipment, cleaning or redecorating costs or any other breach of the terms of hire.
- 3.4 The Council shall in its absolute discretion determine the level of deposit required for an event which may be up to £500.00 or an amount equal to the hall booking fee which ever is greater. The hirer may also be required to provide qualified doormen or security staff from a company approved by the Council (and whom must be SIA registered), details of which must be provided by the hirer prior to the function for approval. Hall hirers should note that it may be advisable to use written invitations to enable security staff to check them at the door and help to avoid uninvited guests.
- 3.5 For the purposes of assessing the hire fees and charges, the Council shall determine the category into which the event falls.
- 3.6 Where an advanced hiring is accepted the charge will be at the rate applicable on the date of the event (the date of hire).
- 3.7 The hirer may cancel the hire, giving two calendar months' notice (prior to the date of hire) in writing. Such cancellations shall receive a full refund of any deposit or additional hire fees already paid at the time of the cancellation; however any cancellations will be subject to an administrative fee.

4. The hirer

- 4.1 **Is responsible** for arriving at the hall at the time specified on their booking form, and staff will wait 15 minutes. You must therefore advise of any delays you may encounter to ensure access to the building. Failure to comply could deem your booking cancelled.
- 4.2 **Is responsible** for advising all those attending their booking of the fire escape procedures. These will be sent to the hirer prior to the booking and the duty manager will also advise the hirer of these at the beginning of hire.
- 4.3 **Is required** to ensure that any live or amplified music at the event shall not cause a nuisance to occupiers of neighbouring property. All music must stop at the time agreed between the Council and the hirer and in any event no later than the time permitted for on the premises licence relating to the hall. In the event of excessive noise which shall be determined at the sole discretion of the Council, the Council may enter the event and terminate it immediately, and further reserves the right to refuse future applications by the hirer to hire any Council public hall.
- 4.4 **Must** use their best endeavours to ensure that the hall is left in the condition it was prior to the commencement of the event and must take all reasonable measure to avoid loss or damage to Council property.

- 4.5 **Is required** to clean and tidy the hall (including but not limited to work surfaces, floors, washbasins and WCs used for the event) to the standard of cleanliness that the hall, room or facilities were in prior to the event. The hirer should allow adequate time for cleaning at the end of the event (within the booking period). In addition, all rubbish must be disposed of appropriately and the premises vacated on time.
- 4.6 **Is responsible** for first aid (and any first aid equipment) for all those attending their event.
- 4.7 **Shall** comply with the requirements of the premises licence including any regulated entertainments at their event. Details of the premises licence conditions are available from the Council or on display at the hall.
- 4.8 **Shall** ensure that no intoxicating liquor shall be brought into the premises without the previous written consent of the Council.
- 4.9 **Shall** indemnify the Council against any claims, demands, costs actions or proceedings arising out of the infringement of copyright or any relevant music licences during the period of hire.
- 4.10 **Shall** be liable for any charges arising where the hirer has failed to comply with this requirement, which shall be taken in the first instance from the deposit fee but in the event that the deposit is insufficient, a further fee may be levied for which the hirer will remain liable.
- 4.11 **Shall** ensure that all activities relating to the event take place within the area(s) covered by the booking and not in communal areas, which are for use by all visitors of the building. Outside areas are also not considered part of the hired area, and should not be used as such. All furniture and equipment in these areas should be left in situ and should not be considered part of your hired area.
- 4.12 **Shall** ensure that all persons attending the premises for the hirers' event have left the Hall at the end of the event.
- 4.13 **Shall** ensure that uninvited persons or those exhibiting antisocial behaviour, intoxication or persons who are suspected to be under the influence of drugs are not permitted to enter, remain in or otherwise make use of the premises during the period of hire. The Council may require the hirer to remove or cause to be removed any such person from the premises.
- 4.14 **Shall** if applicable, comply with the requirements of any cinematographic licenses.
- 4.15 **Shall** not later than the end of the hiring period report any damage to the premises or equipment to the duty manager.
- 4.16 **Shall** remove all equipment belonging to the hirer or his/her agents (including caterers) from the premises by the end of the hiring period.
- 4.17 **Shall** ensure that all setting up and clearing away must be within the hired times as indicated on the booking form. This includes ensuring that all entertainments are terminated accordingly to allow sufficient time to clear up and vacate the premises within the booking times.
- 4.18 **Shall** ensure that visitors to the premises during the period of hire do not cause nuisance or annoyance to adjoining property owners and that they vacate the premises and the area in a quiet and orderly fashion, and show consideration to local residents.
- 4.19 **May** display an advertisement poster on the notice board inside the hall, subject to prior approval by the duty manager at the hall.

- 4.20 **Shall** carry out a health and safety risk assessment prior to the event and raise any areas of concern with the Council.
- 4.21 **Shall** ensure that any third party company (e.g. entertainers, DJs, caterers, bouncy castle companies, etc.) they employ has public liability insurance that covers all activities and equipment for the duration of the hire. A copy of such insurance must be submitted to the council prior to confirmation of the booking.
- 4.22 **Shall** ensure that the use of any inflatables (e.g. bouncy castles) complies with the latest health and safety guidelines. Further information and guidance is available at <http://www.pipa.org.uk/publicBestPractice.pdf>

5. The Council

- 5.1 **Shall** be responsible for securing the premises at the end of the event other than at Thorpe Village Hall where the hirer shall be responsible for securing the premises.
- 5.2 **Shall** determine the siting and storage of any equipment at the premises. Any storage will also be subject to space and prior approval.
- 5.3 **May** require the premises in connection with a Parliamentary or local election or for any other purpose. In such cases the Council may cancel the hiring and any charges paid in respect of the hiring shall be returnable without interest and the Council shall not be liable to pay any compensation to any person in respect of the cancellation of the hiring.
- 5.4 **May** cancel or refuse a booking at any time if Officers are of the opinion that:
- 5.4.1 the nature of the booking is potentially offensive to the public in general; or
 - 5.4.2 the proposed event may result in a breach of the peace or damage to Council property or other illegal activity whether the fault of the hirer or otherwise.

In the event of such cancellation the Council shall return any fees, charges or deposits paid by the hirer but the Council shall not be liable for any compensation whatsoever arising from such a cancellation.

- 5.5 **May** through its officers and agents enter the premises at any time and satisfy themselves that these terms of hire are being complied with.
- 5.6 **May** terminate an event at any time and with immediate effect after it has commenced where in the opinion of Council officers:
- 5.6.1 the hirer or persons attending their event is/are exhibiting behaviour which is potentially offensive to other users or neighbours of the hall; or
 - 5.6.2 there appears to be a breach of the peace or damage to Council property or other illegal activity arising from the event whether the fault of the hirer or otherwise; or
 - 5.6.3 the noise emanating from the event has received complaints from local residents and would be likely to be considered to be a nuisance to local residents albeit of a temporary nature.

In the event of such termination the Council shall not be liable to return any hall hire fee or compensation to the hirer for any losses arising from such termination.

6. Limitation of liability

The Council's liability in the event that the premises or any equipment are not available or a hiring is cancelled for whatever reason shall be limited to and shall not exceed the hiring charge of the cancelled facility.

7. Dining events, dinner dances, weddings, parties, fairs etc.

7.1 Hirers must take account of risks associated with dancing during an event (in particular in their risk assessment detailed in clause 4.19 above). The dance floor must be a clearly defined area and the table layout must be agreed with the duty manager at least 10 working days before the event.

7.2 All dismantling and alterations of the table layout after the meal must be carried out with the approval and under the supervision of the duty manager.

8. Alcohol

Where alcohol is required at a function, the hirer must use the Council's contracted bar facility unless otherwise agreed with the Council in advance of the booking. Such agreement will be conditional on the hirer's payment of a cover charge to be levied by the Council at its published rate and based on the number of adults attending the event. The hirer will not be permitted to bring alcohol onto the premises without the Council's consent.

9. General conditions

All lettings are subject to the following conditions:

- a) No additions to the hall or its equipment shall be made without the prior consent of the Council. A minimum of 14 days notice is required. Failure to comply may result in refusal of equipment.
- b) Posters, banners, placards, decorations and flags are not to be affixed to fixtures or fabric so as to cause any damage and must not obstruct gangways or entrances or fire exits. Approval of the aforementioned must be sought from the duty manager.
- c) No bolts, screws, nails or tacks shall be driven into any part of the premises, or drawing pins or sellotape used.
- d) The use of barbecues, gas bottles/cylinders are prohibited from the whole site; helium filled balloons are permissible, provided that they are inflated prior to bringing them onto the premises.
- e) No wax or powder shall be placed upon the floor without the authority of the duty manager.
- f) No materials of an inflammable or explosive nature, or items or materials producing an offensive smell, or any oil, electric, gas or any other engine shall be brought into the hall or its grounds.
- g) Animals are not permitted in the hall or its grounds unless with the express permission from Community Halls Manager. Assistance dogs are permitted but must be kept on a lead and under control at all times. The award of live animals as prizes is prohibited.
- h) All entrances, gates, gangways and fire exits are to be kept clear at all times.
- i) No furniture or equipment shall be relocated, without the prior consent of the duty manager. Where permission is granted, furniture or equipment must be returned to its original position at the end of the function.
- j) No strobe/laser effects lighting, ice or smoke machines shall be used.
- k) No additional lights or electrical equipment or apparatus of any kind shall be used or extensions made from existing electrical fittings without the previous consent of the Council. Any electrical items must also be PAT tested by a qualified electrician, and

be labelled accordingly. The duty manager has the right to refuse the use of equipment if a PAT test is not evident or is out of date.

- l) Candlelit functions will not be permitted.

10. Failure to observe conditions

If the hirer shall fail to observe or perform in any respect or secure the due observance or performance by others of the provisions of this agreement, the Council may, without notice, forthwith terminate the hirer's rights and effect immediate vacation of the hall. Such termination shall not release the hirer from any of his or her obligations or affect any right or remedy which the Council may have and the Council shall be entitled to retain for their own use and benefit any monies paid by way of deposit and to sue for any balance outstanding.

11. Damage to Council property

- 11.1 The hirer shall take good care of and shall not cause any damage or permit or suffer any damage to be done to the hired premises, or any part thereof, to any fittings, equipment or other property therein and shall make good and pay for any damage thereto (including accidental damage) caused by any act or neglect of himself, his servants, agents or any person resorting to the hired premises by reason of the use of the hired premises by him. Where appropriate the hirer must provide apparatus, if any is required, to protect the premises, fittings and equipment from any damage (e.g. mats to protect the floor when using a bouncy castle).
- 11.2 Unless the hirer shall show before the commencement of the period of hiring that any property of the Council in the hall is damaged, and reports this fact to the duty manager, such property shall be deemed to have been undamaged at the commencement of the period of hire.

12. Damage or loss of property and accidents

- 12.1 In no circumstances will the Council accept responsibility for the loss, theft, damage of or to any goods or property of the hirer or of any visitor to the premises. This includes any property left in the hall overnight.
- 12.2 The hirer shall indemnify the Council, their officers and servants against all claims, demands, actions or proceedings in respect of the death or of injury to any person or damage to, loss of property belonging to any person arising out of the use of the hall otherwise than as a result of the defective condition of the hall or the Council's equipment or the negligence of the Council, its agents, officers or servants.

13. Insurance

- a) The hirer shall be liable for all third party claims involving personal injury or property damage where the hirer has been negligent.
- b) Public liability insurance cover of £5 million will be arranged by the Council at a charge of 12% of the room or hall hire providing the hirer falls under the criteria set by the insurers. An excess charge of £100 will be payable by the hirer on any claim.

Other hirers (see c below) must produce evidence of his/her own insurance cover with a minimum limit of £5 million at least 14 days prior to the date of hire. Failure to comply may result in cancellation of booking.

- c) The Council cannot arrange insurance cover in respect of individuals and organisations hiring the premises for commercial or business practises and for any meetings/events arranged by political parties or professional organisations (e.g. scout groups, Chambers of Commerce, community associations, Weight Watchers etc.) and cannot be used for profit making events (Help the Aged, Oxfam etc.), craft fairs, car boot sales, fetes etc., where a pitch/table will be sold. Insurance cover cannot be offered to groups booking on a regular basis except at the discretion of the insurance company.
- d) Hirers must comply with any conditions which the insurance company may impose in respect of any extra insurance risk and the hirer will be charged with the cost of any additional insurance which is necessary for the Council to take out.
- e) Hirers must ensure that any third party company (e.g. entertainers, DJs, caterers, bouncy castle companies, etc.) they employ has public liability insurance that covers all activities and equipment for the duration of the hire. A copy of such insurance must be submitted to the council prior to confirmation of the booking.

14. Equipment

- 14.1 Equipment may be available at the appropriate charge if requested on the booking form. The hirer will be responsible for indemnifying the Council for all losses or damage to such equipment occurring during their period of hire.
- 14.2 All equipment must be pre-booked and paid for prior to the date of hire.

15. Stage areas

The hirer shall ensure that no person other than persons taking part in a performance or employed by the hirer shall be permitted on the stage or in the dressing rooms, or back stage corridors.

16. Safeguarding of children and vulnerable people

Runnymede Borough Council is committed to safeguarding and promoting the welfare of children, and vulnerable people. If children or vulnerable people are involved in any part of the event, then the hirer must ensure they comply with all legislative and regulatory requirements and follow any published government codes of practice.