

Godalming Town Council

Premises Conditions of Hire

These conditions apply to all bookings of Godalming Town Council's Community Centres and form part of the Hire Agreement. The Facilities Supervisor will run through these conditions with you, however, if you are in any doubt as to the meaning of any of the conditions please bring this to the Facilities Supervisor's attention at that time.

For the whole period of the booking you are responsible for the supervision of the building and its contents; and the behaviour of all persons using the premises whatever their capacity. The Town Council will charge you for any damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

1 General

Use of Premises

- 1.1 The premises may only be used for the purpose described in the Hire Agreement and may not be sub-hired or used for any unlawful purpose or in any unlawful way. The Hirer is not permitted to do anything or bring onto the premises anything that may endanger the building and/or people in it or render invalid any insurance policies. There will be no consumption of alcohol on the premises without written permission.

Indemnity

- 1.2 The Hirer shall indemnify and keep indemnified Godalming Town Council, Town 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.
- 1.3 The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees. Failure to produce such policy and evidence of cover, if requested by the Facilities Supervisor will render the booking void.
- 1.4 Godalming Town Council is insured against any claims arising out of its own negligence.

No Alterations

- 1.5 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 written approval of the Facilities Supervisor. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of Godalming Town Council, remain in the premises at the end of the booking. It will become the property of the Town Council unless removed by the Hirer who must make good to the satisfaction of the Facilities Supervisor any damage caused to the premises by such removal.

Stored Equipment

- 1.6 Godalming 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 booking or fees may be charged for each day, or part of a day. Until the same is removed Godalming Town Council may, following failure by the Hirer to remove such equipment /property within 7 days after the booking, 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.

Cancellation

- 1.7 If the Hirer wishes to cancel the booking before the date of the event, they must do so in writing to the Facilities Supervisor. If Godalming Town Council is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Town Clerk.
- 1.8 Godalming Town Council reserves the right to cancel any booking by written notice to the Hirer in the event of:
- (a) the premises being required for other use such as a Polling Station for a Parliamentary or Local Government election or by-election;
 - (b) Godalming Town Council reasonably considering that (i) such booking 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 booking;
 - (c) the premises becoming unfit for the use intended by the Hirer; and
 - (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 fees already paid, but Godalming Town Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

Commencement and End of Booking

- 1.9 The Community Centre will be opened for the Hirer at the beginning of the booking at the time indicated in the Hire Agreement and must be closed at the time indicated. The Hirer should ensure that any outside caterers, contractors and bar staff are aware of the hire period and that they will not be able to enter before or leave after the hire period.
- 1.10 The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise Godalming Town Council shall be at liberty to make an additional charge. Such tasks are to be completed within the hire period.

No Rights

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

Consumption of Alcohol

- 1.12 The Town Council wishes to control the consumption of alcohol on its premises and therefore if you wish to serve alcohol at your event then you will need to seek written permission from the Town Clerk. Note that permission is unlikely to be granted if the planned event is aimed at young people (under 21 years).
- 1.13 The Community Centre is not licensed for the sale of alcohol and if you wish to sell alcohol then you will need to give the Licensing Authority (Waverley Borough Council) a Temporary Event Notice (TEN). Failure to seek written permission from the Town Clerk before giving the Licensing Authority a TEN will result in cancellation of the booking without compensation because there is a limit on the number of TENs that can be granted annually for any premises.

Copyright Music

- 1.14 The centre is licensed with the Performing Rights Society for the performance of copyright music, however, before undertaking any activity which involves the use of copyright music in any form e.g. record, compact disc, tapes, radio, television or by performers in person you must inform the Facilities Supervisor.

Gaming, Betting and Lotteries

- 1.15 You will ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

2 Health & Safety

Public Safety Compliance

2.1 You will comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and 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) The Facilities Supervisor will provide instruction in the following matters (and by signing the Hire Agreement you acknowledge receipt of such instruction):

- 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 any booking you will 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.

Means of Escape

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

Outbreaks of Fire

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

2.4 If the fire alarms are set off as part of an emergency procedure, or accidentally, the booking for that day will be terminated from that time onwards.

Health and Hygiene

2.5 No smoking is permitted anywhere on the premises.

2.6 The Hirer should ensure that the trolleys provided for moving chairs and tables are used in order to avoid injury. Chairs and tables should be stacked in the storeroom in the same order as they were at the beginning of the hire period.

2.7 The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

2.8 All crockery and cutlery should be returned clean to the cupboards and drawers in which they are stored. Any breakages should be reported to the Facilities Supervisor. Waste should be put in bin bags and placed in the outside blue bin. All table-tops should be wiped clean before tables are stacked in the store cupboard.

Noise

2.9 The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. No sound amplification equipment, should be used without the express consent of the Facilities Supervisor.

Gardens, Ball Games and 'Bouncy Castles' at Broadwater Park Community Centre

- 2.10 Unless previously arranged with the Facilities Supervisor, the only garden to be used by Hirers is the front garden, which is the garden area with the large fire escape exit gates. If you wish to use a bouncy castle this is to be located to the left of the fire exit gates as you look at them from inside the garden. Users are requested not to kick balls against the wall adjacent to our residential neighbours (the wall to the left of the fire exit gates).

Animals

- 2.11 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 Godalming Town Council. No animals whatsoever are to enter the kitchen at any time.

Electrical Appliance Safety

- 2.12 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. Godalming Town Council reserves the right to remove any electrical appliance left on its premises that fails current safety standards.

Accidents and Dangerous Occurrences

- 2.13 A first aid box is located in all kitchen areas.
- 2.14 The Hirer must report all accidents involving injury to the public to the Facilities Supervisor (or, in the absence of the Facilities Supervisor, Godalming Town Council's Town Clerk) **as soon as possible** and complete the form in the Centre's accident book (which is kept in the kitchen). Any forms that are filled in should be given to the Facilities Supervisor at the end of the hire period. Certain types of accident or injury must be reported in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) and the Facilities Supervisor will provide advice on this if necessary.
- 2.15 Any failure of equipment belonging to the Community Centre must also be reported as soon as possible to the Facilities Supervisor.

Explosives and Flammable Substances

- 2.16 The Hirer shall ensure that:
- (a) highly flammable substances are not brought into, or used in any part of the premises;
 - (b) no firearms or power driven engines are brought into the premises; and
 - (c) no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Facilities Supervisor. No decorations are to be put up near light fittings or heaters.

Heating

- 2.17 No unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Facilities Supervisor. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

3 Crime Disorder and Public Nuisance

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. No illegal drugs may be brought onto the premises.

4 Protection of Children and Vulnerable Adults from Harm

Children and Vulnerable Adults

- 4.1 The Hirer shall ensure that any activities for children and vulnerable adults comply with relevant and current legislation. The Hirer shall provide Godalming Town Council with a copy of their Safeguarding of Children & Vulnerable Adults Policy on request.

- 4.2 Godalming Town Council has a nominated Safeguarding Officer and a copy of Godalming Town Council's Safeguarding Policy is displayed at the Centre.

5 Other

Fly Posting

- 5.1 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 Godalming 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 Waverley Borough Council.


Sale of Goods

- 5.2 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.



FIRE ACTION

In the event of discovering a fire

1. Sound the alarm
2. Close the door to contain the fire if safe to do so
3. Leave by the nearest safe exit 
4. Go to the designated assembly point—tell the person in charge where the fire is located

If the Fire Alarm sounds:

1. Manager or user to call Fire Service, dialing 999, report fire at:

PLEASE SEE THE FIRE NOTICE CLEARLY
DISPLAYED IN CENTRE

Stay on the line until address is repeated back to you

2. Leave the building by the nearest safe exit 
3. Go directly to the designated assembly point



For the designated assembly point please see the Fire Notice displayed in your Community Building.



DO NOT re-enter the building until instructed

DO NOT stop to collect personal belongings