

BOOKING AGREEMENT

By proceeding with your booking you are deemed to have accepted the following terms and conditions for the hire of the room.

1. TERMS & CONDITIONS OF HIRE

1.1 Agreements with Witham Town Council for the hire of either the Main Hall or Upstairs Hall or any part thereof ("the Premises") are subject to these Terms and Conditions of Hire ("the Hire Conditions").

2. Undertaking of the Hirer

2.1 The person who completed and signed the application form is deemed 'the hirer' and therefore responsible for the acts of those attending the hiring, the payment of hire charges, the premises (and contents) during the hire and the compliance of all regulations and legislation.

3. Supervision by the Hirer

3.1 The Hirer undertakes to be present, or arrange for sufficient adult representatives to be present, throughout the hiring to ensure compliance with the provisions and stipulations contained or referred to in these Hire Conditions and any relevant licenses.

4. Responsibility of the Hirer

4.1 The Hirer shall be responsible during the period of hire for:-

- Ensuring that the Premises are kept secure for the duration of the hire.
- Supervision of the use of the Premises and the care of its fabric and contents.
- Ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by other persons.
- Ensuring that the Premises (including foyer, kitchen, kitchen appliances and toilets as appropriate) are left clean and tidy with rubbish removed from the site at the end of the hire.
- Ensuring that any temporary fittings and fixtures comply with Health and Safety guidance, and in particular ensuring that any decorations used are not a fire hazard.
- Ensuring that any equipment or electrical appliances brought onto the Premises and used there shall be certified safe and in good working order, and used in a safe manner.

5. Bookings That May Be Refused

5.1 Witham Town Council reserves the right to refuse any booking for whatever reason, including concern over potential noise levels and other 'statutory nuisances' especially to neighbours. With this in mind, the Council are unlikely to accept bookings for teenage and young adult parties.

6. Cancellation of One Off Bookings

6.1 A 50% non-refundable deposit will be due at the time of the confirmed booking.
100% of the booking charge is due if cancellation is 4 weeks or less before a booking.
Catering charges are non-refundable

7. Payment terms

7.1 For a single booking, full payment is due 3 weeks before the event, recurring bookings will be billed monthly and the invoice paid within 30 days.

7.2 Children's party hall hire is charged at a minimum of **4 hours at £130.00**. Any additional hours will be charged at **£25.00 per hour**.

8. Deposit

8.1 A deposit of £150.00 is required for all children's parties. If the room is not left in an acceptable state deductions will be made before the deposit is returned.

9. Fire Regulations

9.1 The Hirer shall:

- Ensure that the Fire Brigade is called to any outbreak of fire, however slight, and details given to Witham Town Council.
- Prior to the start of an event indicate the fire exits and Evacuation Meeting Place to the persons attending the event.
- Ensure that all fire exits in the room they have booked are kept clear at all times, however. if any equipment is positioned close to an exit, the user of the equipment is made responsible for moving it rapidly out of the way of the exits in the event of an emergency.
- Ensure that the relevant lobby is not blocked with items such as buggies, wheelchairs or mobile scooters.

The Evacuation Meeting Place is located at the Multi Use Games Arena (Basketball Court). No person may re-enter the Community Centre without the permission of the Fire Brigade.

10. Use of Premises

10.1 The Hirer shall not:-

- sub-let or use the Premises for any purpose other than that described in their Booking Application.
- use the premises or allow the Premises to be used for any unlawful purpose or in any unlawful way.
- do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof.
- allow the use of drugs on the Premises.
- allow the use of alcohol on the Premises without the relevant licence.
- allow smoking in the Premises except at the designated smoking area.

11. Car Parking

11.1 Vehicles are parked at owner's risk, and may be parked only in the marked spaces.

12. Premises Licence and other relevant legislation

12.1 The Hirer is responsible for:

- Ensuring that Alcohol is not served to any person under the age of 18 years.
- Ensuring no excessive noise occurs, particularly late at night or early morning, with a minimum of noise being made by any person on arrival or departure.

12.2 The Hirer shall ensure that the users:

- do not contravene the law relating to gaming, betting, and lotteries.
- comply with all conditions and regulations required by the Licensing Act, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the premises.

13. Compliance with Legislation Relating to Children or Vulnerable Adults

13.1 The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults. Child Protection Policies are the responsibility of the Hirer.

14. Insurance

14.1 Commercial Hirers receive no protection under the Council's insurances and they are advised to check with their insurance company that they have adequate insurance in respect of fire, property damage and public liability in connection with this hiring. The hirer may be required to provide evidence of adequate cover.

14.2 Non-Commercial Hirer are covered under the Council's insurance for damage to the Council's property by fire, lighting and explosion for which the hirer may be held liable (subject to a limit of £500,000 in respect of any one claim). Any further insurance cover for property damage and public liability is the responsibility of the hirer.

15. Indemnity

15.1 The Hirer shall indemnify the council against the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises against all actions, claims, and costs of proceedings arising from any breach of the Hire Conditions.

16. Accidents and Dangerous Occurrences

16.1 The Hirer must report all accidents involving injury to the public to an authorised representative of the Town Council as soon as possible, and complete the relevant section in the Community Centre's Accident Book. The hirer shall ensure the appropriate medical assistance is sought, or an ambulance is called.

16.2 Any failure of equipment, either that belonging to the Council, or brought in by the Hirer must also be reported as soon as possible.

17. Decorations

17.1 No Blu-tack, drawing pins, adhesive tape or similar may be used.

No other alterations or additions may be made to the Premises, and no fixtures may be installed, or placards, or other articles be attached in any way to any part of the Premises without the prior written approval of the Town Council.

Any alteration, fixture or fitting, or attachment, so approved, shall be removed by the Hirer. The Hirer must make good to the satisfaction of the Town Council any damage caused to the Premises by such removal.

18. Cancellation by Witham Town Council

18.1 The Witham Town Council reserves the right to cancel a hiring by written notice to the Hirer in the event of a national emergency, or similar *force majeure* situation that requires the Premises to be closed or if

- such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or
- unlawful or unsuitable activities may take place at the Premises as a result of the hiring, or
- the Premises have become unfit for the use intended by the Hirer.

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