

## STANDARD CONDITIONS OF HIRE ORCHARD COMMUNITY CENTRE

For the purpose of these conditions, the term **HIRER** shall mean an individual hirer or, where the hirer is an organisation, the authorised representative. The term **COUNCIL** refers to Biggleswade Town Council.

1. The **HIRER** must confirm they are 18 years of age or older via Squarespace Scheduling booking form.
2. The **HIRER** will receive a free 15-minute period free of charge as part of their session. Access to the building will not be granted sooner than 5 minutes before the session is due to commence. 10 minutes will be permitted after a session for cleaning and packing away. If further time is needed, this should be paid for either in the form of additional time or with Caretaker Assistance. Consistent misuse of these periods may result in cancellations and/or refusal of further bookings.
3. The **HIRER** will, during the period of hiring (including the free periods before and after the session), be responsible for the supervision of the premises, fabric and the contents, their care, safety from damage, and the behaviour of all persons using the premises, , including proper supervision of car parking arrangement so as to avoid obstruction or inconvenience to other persons. This includes unsupervised sessions that do not have Caretaker assistance.
4. The **HIRER** shall be aware that the parking spaces located immediately outside the Orchard Community Centre are not Council-owned and so parking is at the Hirer's risk.
5. The **HIRER** should be aware that any debit/credit card details securely stored on their Squarespace Scheduling account will only be charged for sessions and any damages incurred.
6. The **COUNCIL** reserves the right to charge payment to the debit/credit card on the **HIRER'S** Squarespace Scheduling account up to one month prior to the period of hire. Event/party hire will be charged immediately upon booking. Other payment options are permissible by emailing [orchardcc@biggleswadetowncouncil.gov.uk](mailto:orchardcc@biggleswadetowncouncil.gov.uk) and asking for support.
7. The **HIRER**, if running an event/party, will have to make a mandatory payment for Caretaker assistance. If this is not selected within the Squarespace Scheduling booking form, this will be added by Staff.
8. The **HIRER** will be liable to pay for any additional time used further to that booked on Squarespace Scheduling. This will be charged to the debit/credit card held on their Squarespace Scheduling account.
9. the Hirer is fully responsible for the supervision of the premises during the period of hire.
10. The **HIRER** shall indemnify the Council for the cost of repair of any damage done to any part of the property that may occur during the period of the hiring as a result of the hiring. For all commercial hires (i.e. not by private individuals for private events), the hirer must hold appropriate insurance. The hirer will be responsible for indemnifying the Council for any loss or damage to the buildings or contents and for any public liability arising out of their event. Any cost of damage for private bookings shall be incurred by the Hirer up to a maximum of £125 to indemnify the Council for the cost of repair, which is the excess on the

Council's insurance. Where damage is caused by a deliberate or negligent act by the **HIRER** or someone attending their session, the Council reserve the right to charge the **HIRER** for the full cost, rather than making a claim on the Council's insurance. This will be charged against the Hirer's debit/credit card held securely on their Squarespace Scheduling account, with an email sent to the Hirer prior to the charge being made.

11. If the **HIRER** wishes to cancel the period of hire before the date of the event, they may do so via Squarespace Scheduling with a minimum of 72 hours' notice and will be entitled to a refund of any monies taken. In the event of an emergency situation, BTC has the discretion to provide refunds if within 72 hours' notice.
12. The **COUNCIL** reserves the right to refuse a booking or to cancel a session booking or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days-notice in writing to the **HIRER**. In exceptional cases, where the Council is unable to honour the booking due to unforeseen circumstances, the **COUNCIL** reserves the right to cancel a session booking without notice. The **HIRER** shall be entitled upon such notice to reimbursement of such monies including any down payments paid by the **HIRER** to the **COUNCIL**, but the **COUNCIL** shall not be liable to make any further payments to the **HIRER**.
13. The **HIRER** shall not sub-hire or use the premises for any other purpose other than that described in the booking form and shall not hire or use the premises for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or any insurance policies in respect thereof nor allow the consumption of alcoholic liquor thereon without written permission.
14. The **HIRER** shall be responsible for obtaining any licences that may be needed for the sale and consumption of alcoholic liquor, for music (PPL and/or PRS) and for the observance of the same and all other regulations appertaining to the premises stipulated by the Fire Authority and the Central Bedfordshire Council, or otherwise.
15. The **HIRER** shall be responsible for making arrangements to insure against any third-party claims if hiring a session on a commercial basis. This should be used for covering any claims made against them (or the organisation if acting as a representative) whilst using the premises, or for damage caused to the premises or contents by the hire. Proof of insurance documents should be submitted via the form link in Squarespace Scheduling.
16. The **HIRER** will, during the period of hiring, be responsible for ensuring no furniture, equipment or other items provided at the premises are taken from the interior of the premises for whatever purpose. This includes glassware, cans, or other receptacles.
17. The **HIRER** is responsible for ensuring that any electrical appliances or equipment brought into the premises is fully compliant with current Safety Regulations. A call-out charge may be levied by the Council in the event that the electrical supply has to be reset. Where a residual circuit breaker is provided the **HIRER** must make use of in the interest of public safety.
18. The **HIRER** must not use any cooking equipment outside the premises as this constitutes breach of health and safety regulations and environmental issues.
19. It is the responsibility of the **HIRER** to familiarise themselves with the location of fire exits and the fire extinguishers and how to use them. If the fire cannot be extinguished safely and immediately, the fire alarm must be activated and the building evacuated by the

nearest, safest, exit. If time allows, all electrical supplies should be switched off and doors and windows shut. Telephone the emergency services.

20. Ball Games including the throwing of soft balls, frisbees, and other projectiles are strictly forbidden inside the premises. It is at BTC discretion whether to allow this under exceptional circumstances.
21. The use of Bouncy Castles and other inflatables is not permitted without prior, written, permission.
22. At the end of the hiring (all functions to have ceased by 11.55 pm with premises fully vacated by Midnight) the premises must be left in a clean and tidy condition, otherwise the Council will make an additional charge. Music must cease by 11:30 pm.
23. In the event that any part of the premises is rendered unfit by reasons beyond the control of the Council for the use for which it has been hired, the **COUNCIL** shall not be liable to the **HIRER** for any resulting loss or damage.
24. The **COUNCIL** shall not be liable to the **HIRER** for any loss or damage sustained by the **HIRER** as a result of any failure or delay on the part of the Council in the performance of any of its obligations under this agreement to the extent that such failure or delay is beyond the reasonable control of the Council, including but not limited to force majeure, labour disputes, transportation failure, riots or civil disturbance.
25. The **COUNCIL** reserves the right to vary the Conditions of Hire applicable to this contract, including but not limited to variations in the premises, the period of hire, the rate of charge and the calculation of charges, on giving written notice to the **HIRER**.
26. If the **HIRER** opts not to pay for Caretaker Assistance within the Squarespace Scheduling booking system, they are required to have an induction with Staff. This will consist of fire safety, security and other instructions and will be coordinated via email.
27. The **HIRER**, if given a pin code to the building for their period of hire, is responsible for ensuring the code is not circulated outside of their customer base/session attendees. If this is suspected, it is the **HIRER's** responsibility to make staff aware so the code can be changed.
28. The **HIRER** shall ensure that nothing is done during the period of hire in contravention of the law relating to gaming, betting and lotteries.
29. The **HIRER** shall, if preparing, serving or selling food, observe all relevant food HEALTH AND HYGIENE legislation and regulations.
30. The **HIRER** must report all accidents involving injury to the public to the Council as soon as possible. Any failure of equipment belonging to the Council must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the Central Bedfordshire Council. The **COUNCIL** will give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.
31. The **HIRER** shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act 1989 and only fit and proper persons have access to and supervision of the children.

32. No responsibility is accepted for any loss, damage or injury to any property or persons using the premises (except for any deaths or personal injury caused but the negligence of the **COUNCIL**).
33. The **HIRER** agrees with the **COUNCIL** to observe and perform the provision and stipulations contained or referred to in the Council's Standard Conditions of Hire for the time being in force as described above (an understanding of which the hirer acknowledges, together with any special conditions set out in the schedule below):
- No bookings to be taken more than two years in advance.
  - Hiring fee will be based on the published scale of charges which are subject to an annual review.
  - Fees for commercial bookings may vary and be dealt with on an individual basis.
  - All fees and charges will be charged up to 1 month in advance of the period of hire, or immediately upon booking for party bookings.
  - Noise must be kept to a minimum on arrival and departure.
  - **HIRERS** cannot access the hall before the agreed time unless previously agreed with Staff.
  - **HIRERS** are responsible for removing and recycling cans, glass, cardboard and plastic bottles.
  - No more than 140 persons are allowed to attend any one letting in the Hall.
  - No more than 34 persons are allowed to attend any one letting in the Training Room.
  - A commercial **HIRER** must have its own public liability insurance as this is not covered under the **COUNCIL's** insurance policy.
23. This agreement is made between the **COUNCIL** and the **HIRER** whereby in consideration of the charges the **COUNCIL** agrees to permit the **HIRER** to use the premises for the purpose and period shown on the booking form.