

Higham Ferrers Town Council

Sports Pavilion

Conditions of Hire

Telephone: - (01933) 312075

E-mail:- info@highamferrers-tc.gov.uk

Please read through these conditions of hire and sign the declaration on the completed booking form returning it to Higham Ferrers Town Council together with full payment or deposit, whichever is appropriate.

Only on receipt of a signed booking form and payment, unless it is confirmed by the office that you will be invoiced, will the hiring be considered as confirmed.

1. Booking

- a) Complete and sign a booking form, stating requirements.
- b) Current scale of charges.
- c) Payments accepted in cash or cheque only.
- d) Cheques to be made payable to Higham Ferrers Town Council

2. Special Conditions

- a) Payment must be made at least four weeks prior to the date of the function, or as soon as the booking form or invoice is received, whichever is appropriate.
- b) Any activities subject to Performing Right Society charges will incur an additional charge of £2.00 per session. This includes any aerobics and dance classes.
- c) All rubbish produced shall be cleared and taken off the premises by the hirer at the end of the event.
- d) When a hirer enquires the availability of the venue and requests to reserve a specific date, the Council will provisionally hold the date for 14 days from the date of enquiry. If the office has not received a booking form and payment within this time, the reservation will be cancelled.

3. Cancellations

- a) All cancellations **MUST** be confirmed by the Council Offices.
- b) Notice of cancellations for regular users **MUST** be made **14** days or more from the date wishing to cancel to avoid being charged the full amount of the booking.
- c) Regular users **MUST** call the Council Offices if you are unable to attend your booked session as soon as possible.
- d) Notice of cancellations for private functions or parties **MUST** be received in writing.
- e) Cancellations of private functions or parties, even if an alternative booking is made, is charged as follows: (dependant on time of booking)

More than 56 days (eight weeks) notice =	25% of hire charge
Less than 56 days (eight weeks) notice =	50% of hire charge
Less than 14 days (two weeks) notice =	Full hire charge.

The Council reserves the right to cancel any letting at any time should the use of the premises be required in any emergency or is in such condition as to be unsuitable.

The Council will endeavour to give reasonable notice of any cancellation and, in such an event, any fees paid by the Hirer will be refunded. However the Council shall not be liable to pay any compensation to any person in respect of any such cancellation.

4. Responsibilities

The Hirer is responsible for:-

- a) Preservation of order during functions.
- b) When The Hirer has been informed of all Health & Safety and Fire Regulation issues, they are then responsible to briefing their own guests.
- c) All damage caused to the Sports Pavilion, furniture, fittings, wall and floor furnishings or other property of the Council during the period of or otherwise arising out of the hire of the premises, and the expense of making good.
- d) For any injuries to children or damage caused by them throughout the period of hire.
- e) For all claims, damages and expenses howsoever arising from his/her negligence either out of or in consequence of the hiring. In this instance it is advisable for the Hirer to insure against such negligence.
- f) Obligations required and charges incurred by the Performing Right Society and any other Licence obligations such as fire safety, number of people attending, etc.
- g) Purchasing a Temporary Event Notice if hiring for functions that involve selling alcohol or playing music. Please check with the Town Council if unsure.

5. Bar, Catering & Entertainment:

- a) The Town Council **DOES NOT** hold a Public Entertainment License.
- b) Hirers who wish to **sell** alcohol or play music at the Pavilion during the period of hire shall be responsible for obtaining a Temporary Event Notice (TEN) from East Northants District Council.
- c) Hirers are to arrange for their own publican, who must hold a licence.
- d) The Event Notice must be obtained with 10 clear working days **BETWEEN** the day **AFTER** the purchase of the licence and the day **BEFORE** the event in order to be able to sell the alcohol.
- e) A copy of the notice **MUST** be sent to the police and two copies are to be sent to the Local Authorities. Once a stamped copy has been returned to the hirer, **a copy of this MUST be sent to the Council Offices as proof for our records.**
- f) The person who has obtained the notice will be solely responsible for any disturbances or events which involve the police or other local authorities to be called out.
- g) The hirer will need to bring their notice to the function in case of any such activity.
- h) For further information in obtaining this notice please call East Northants County Council Licensing department on 01832 742 172.
- i) For all functions that are not selling alcohol, the notice is not required.

Higham Ferrers Town Council shall be absolved from any liability in connection with licensing and selling of alcohol.

6. General Conditions

- a) Higham Ferrers Town Council reserves the right to cancel or refuse any booking.
- b) Smoking is prohibited throughout the building.
- c) Hirers will must be aware of the location of Fire Escapes, Fire Extinguishers and capacity allowances for the Sports Pavilion and make sure their guests are informed. All information is shown on the map supplied.
- d) The hirer shall leave the premises in a clean and tidy condition; all rubbish to be collected and taken off the premises and all furniture returned to original place.
- e) The hirer shall ensure that gangways and doors permitting exit are unobstructed at all times and that emergency exit signs are illuminated.
- f) In the event of a booking overrunning the agreed hire period, the hirer will be charged the hourly rate for every 15 minutes exceeding their time. Hirers who do run over will be invoiced at the end of the month for any additional time. Hirers are advised that this condition will be rigidly applied.
- g) Times of bookings will need to include all setting up and clearing away as necessary with the earliest time for any booking being 8:30am and the latest finishing time for booking being 12:00am (midnight).
- h) By special arrangement and irrespective of the actual period of hire, bookings can be accommodated prior to 8:30am subject to payment of an additional hourly rate.
- i) Bookings starting before 8:30am and/or finishing after 12 midnight will be charged double the hourly rate.
- j) By special arrangement and irrespective of the actual period of hire, bookings may be extended to 12:30am. However in such an instance, all events and activities must cease at 12:00 midnight, sharp, in order to enable all hirers and their guests to vacate the premises by 12:30am
- k) Should the hirer know before the date required that they wish to vacate the facilities hired earlier than the time stated on the booking form, the office at The Town Hall must be notified in person, by phone or letter as soon as possible.
- l) Should the hirer on the day vacate the facilities hired earlier than the time stated on the booking, the office at The Hall must be notified in person, by phone or letter as soon as possible.
- m) In instances k and l above it will be at the discretion of the Town Council if any refunds will be made.
- n) Where the premises are hired for shows or cinema projection, it is necessary for the Town Hall to know the name of the person who will be in charge of the premises at all times when the public is present. This is to conform to fire regulations. Please also see page 8.
- o) Public entertainment will only be permitted between the hours of 9:00am and 12:00am (midnight).
- p) **WARNING:** All sound, lighting and display equipment must be used only from the RCD protected sockets provided. If faulty electrical equipment is

used resulting in the call out of an electrician, the charge will be made to the Hirer.

- q) These regulations are not intended to inhibit reasonable use of the Sports Pavilion by the public but Hirers are asked to note responsibility for the law and order at all times during the period of letting.
- r) Please do not hesitate to contact the office to arrange a viewing of the Sports Pavilion in order to help decide your requirements.
- s) There is a limited amount of parking by the Sports Pavilion.
- t) Any licence or permission required by any statute, regulation or bylaw in relation to the proposed use of the building is the responsibility of the Hirer.
- u) Advice on licensing and musical entertainment as well as food storage and preparation (if catering is involved) is available from the Environment Health Department (Telephone 01832 742055).
- v) The Hirer is not permitted to charge admittance to any function, unless previously agreed with Higham Ferrers Town Council.
- w) Throughout the period of hire the Hirer must not act in a way, which will cause neither, a nuisance to others nor which will prejudice Higham Ferrers Town Council in any way.
- x) The Hirer will indemnify the Higham Ferrers Town Council against any claim whatsoever arising out the Hirer's use of the premises.
- y) An Indemnity Fee of £50.00 will be required as a deposit upon application for any booking at the Sports Pavilion. This will be waived for Community Groups at the discretion of the Town Clerk. The Indemnity deposit will be refunded within 21 days of the hire. **A deduction may be made from the Indemnity deposit if any damage is caused to the premises, or if Higham Ferrers Town Council is required to carry out exceptional cleaning (e.g. wine stains on carpets, etc.)**

7. Categories of Hire Explained

<u>Commercial:-</u>	Any hirer using the facility for profitable gain which includes charging admittance and any commercial gain.
<u>Charity:-</u>	The hirer must be a registered charity with a charity number provided by the Charity Commission. Please include this number when filling in the booking form in order to use this rate.
<u>Community:-</u>	Any group or organisation which benefits the residents or community of Higham Ferrers and that <u>does not include</u> a profitable gain.
<u>Under 13's Birthday Party:-</u>	Hirer must be over 21 with the party being supervised at all times by responsible adults.
<u>Private Function or Party:-</u>	For example: Weddings, Birthday Parties, Funeral Gatherings, etc that may or may not include alcohol.

Please be reminded to sign the declaration on the booking form to say you have read and understood these terms and conditions and to secure your booking.

8. Scale of Charges

Category of Hire	Room Type	Price per Hour (£) (Mondays . Saturdays inclusive)	Price per Hour (£) (Sundays/Public Bank Holidays)
Commercial	Hall 1	£12.50	£18.75
Charity	Hall 1	£10	£15
Community	Hall 1	£9.50	£14.25
Under 13's Party	Hall 1	£8.50	£12.75
Private Function / Party	Hall 1	£11	£16.50

- a) Kitchen facilities are free of charge (subject to availability). Hirers are recommended to check when completing their booking form.
- b) Bookings of six or more consecutive dates will be allowed a 10% discount of the total hire cost.
- c) Sundays and Public Bank Holidays are Monday . Saturday charges plus 50%.
- d) Hirers are expected to clean up after themselves and are required to leave facilities in the manner in which they are found. This is to include cleaning up and taking away all rubbish, taking tables down, stacking of chairs and sweeping.
- e) Following a private function / party a cleaning rate of £10.00 per room hired to contract the services of a cleaner can be included in the hire charge. This will be a pre-bookable service that must be indicated on the booking form and is payable at the time of booking.
- f) Setting up and cleaning up times are to be included within the times of booking.
- g) These charges will be subject to an annual review. Charges to hirers will be those in force on the date of the function.
- h) Where functions involve alcohol, music and/or dancing, etc, in addition to the normal hire charges an additional deposit of £150.00 will be required to be paid at the time of booking. Please refer to page 5 for more details. Payment of any deposit will be at the discretion of the Town Clerk.
- i) Where functions involving the selling of alcohol, please refer to section 5 on page 3.
- j) Please refer to page 3 and 4, General Conditions for more information on charges.
- k) Hirers will be required to make full payment for any hiring at the time of the booking, except where a series of consecutive bookings are involved, when payment will be requested by invoice. All invoices are due for payment within 30 days of the date on the invoice.

We thank you for taking the time to read the above terms and conditions and hope you enjoy your use of the Sports Pavilion.

All Below:

FIRE EVACUATION

**IN CASE OF AN EMERGENCY OR FIRE BREAK OUT,
PLEASE FOLLOW THE INSTRUCTIONS BELOW.**

THE FIRE ALARM AND BURGLAR ALARM ARE LINKED WITH THE MONITORING STATION AND THE FIRE BRIGADE OR POLICE WILL BE AUTOMATICALLY CALLED.

- ❖ IF YOU DETECT A FIRE - BREAK THE ALARM NEAREST TO YOU AWAY FROM THE FIRE OR INFORM THE SITE SUPERVISOR PRESENT AS SOON AS POSSIBLE.
- ❖ IF YOU HEAR THE FIRE ALARM BELL RINGING, PLEASE MAKE SURE ALL YOUR GROUP MEMBERS / GUEST EXIT IN AN ORDERLY FASHION OUT OF THE NEAREST EXIT
 - HALLS 1, 2 AND 3 HAVE FIRE EXIT DOORS, PLEASE PUSH OPEN AND EXIT UP THE STAIRS, TO THE RIGHT, IN TO THE CAR PARK
 - ROOM 2, ROOM 3, KITCHENS AND TOILETS PLEASE EXIT VIA THE ENTRANCE AND FOLLOW THE SAFEST PATH TO THE CAR PARK.
- ❖ ALL HIRERS AND THEIR GROUP MEMBERS / GUESTS ARE TO MAKE THEIR WAY TO THE MIDDLE OF THE MAIN CAR PARK BY THE LARGE STREET LAMPS TO BE VERIFIED WITH THE SITE SUPERVISOR IN CHARGE THAT ALL ARE PRESENT AND CORRECT.

**IT IS OF VERY HIGH IMPORTANTANCE THAT YOU PLEASE
MAKE SURE ALL YOUR GROUP MEMBERS / GUESTS ARE
AWARE OF AND CO-OPERATE WITH THIS PROCEDURE.**