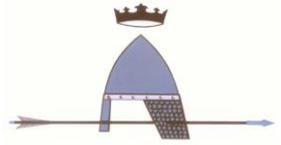




Battle Town Council



Ceremonies Room - Conditions of Hire

1. Definitions

In these conditions:

“The room” means the Ceremonies room

“The hire agreement” means the agreement made between the hirer and the Council

“The hire charge” means the amount payable under the hire agreement for the hire of the room

“The hire period” means the period so specified as such in the hire agreement

“The hirer” means the party entering into the hire agreement with the Council

“The Council” means Battle Town Council or any authorised officer of the Council

“The deposit” means money paid as security against damage, misuse or excess electricity used

2. License

2.1 The Council licences the hirer, subject to these conditions, to use the room for the hire period for the sole purpose detailed in the hire agreement.

2.2 The Council will not allow use of the room where it is satisfied that the safety of the buildings and the public cannot be ensured, for example:

- (i) Where the use may incite or promote racial hatred or discrimination;
- (ii) Where the use is by an anti-democratic or neo-fascist group, or supporters of terrorism in general;
- (iii) Where the use is by a group acting outside the law or in a way that is offensive to public taste and decency.

3. Booking, deposit and payment

3.1 All bookings are provisional only until such time as the hire agreement is completed and the deposit received. Bookings may be made for single hire periods or for regular hire periods.

3.2 The hire charge will be notified to the hirer at the time of signing the agreement, and must be paid either in advance or on the day of the hire period.

3.3 The hire charge applicable will depend on the status of the hirer. Different rates apply to local voluntary organisations. Full details of the rates are available on request from the Council.

3.4 The venue will be inspected by a Council representative prior to and after the event to ascertain whether any damage or loss has been incurred. Provided that no damage or loss has been incurred, the full amount of the deposit will be refunded within 28 days of the event.

3.5 The heating will be set at a realistic level in accordance with the current weather conditions. If adjusted to an unreasonable level a charge for electricity will be deducted from the deposit.

3.6 The deposit will be held as part payment for any necessary work to make good any damage or loss. The hirer will be liable for the full costs of any damage, so the Council will seek to recover any additional amount if the full costs exceed the deposit amount.

3.7 Where the hire period is outside of the normal working hours of the Council, the hirer is responsible for ensuring they are familiar with the arrangements for access, including requesting keys from the Council and for the safe return of the keys after the hire period.

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3.8 The Council reserves the right to withdraw permission to use the venue at any time should an emergency or unforeseen circumstances arise. The Council will refund any deposits paid, but shall accept no responsibility for expenses incurred or loss sustained by the hirer as a result of the cancellation. (It is recommended that hirers arrange Event Cancellation insurance if appropriate.)

3.9 The Council accepts no responsibility for the non-arrival of application forms, remittances or cancellation notifications.

4. Room set up and refreshments

4.1 Hirers are responsible for laying out tables and chairs to meet their needs in the room, and for ensuring the room is left in a clean and tidy fashion at the end of the hire period. All windows are to be closed, lights switched off and rubbish removed or placed in the bins provided.

4.2 Use of the kitchen facility, cutlery and crockery, is included in the hire charge. Hirers are responsible for providing their own refreshments. Hirers are responsible for ensuring the kitchen is left in a clean and tidy state at the end of the hire period. Any breakages will normally be charged for.

4.3 Table linen and towels will be cleaned by the Council. The Hirer will place any used linens in the box under the kitchen sink.

4.3 The building is not licensed and any use of the room for the sale or consumption of alcohol must be specifically approved by the Town Clerk. If such consent is given, the hirer is responsible for obtaining any necessary licence.

5. Health and safety

5.1 The hirer shall comply in all respects with the Health and Safety at Work Act 1974 and all subsequent legislation and regulations.

5.2 The hirer shall not cause or permit (either by act or omission) anything whereby the fire risk to the premises or their contents is increased beyond that covered by the Council's insurance. The lighting of candles or other flames is NOT permitted.

5.3 Fire evacuation procedures are posted on the wall at the entrance to the room. The hirer is responsible for ensuring familiarity and compliance with these procedures during the hire period.

5.4 If the hirer intends to use any electrical equipment (other than any provided by the Council) it must be Portable Appliance Tested (PAT) and the Council may ask to see evidence of this.

6. Liability and insurance

6.1 In the event of any damage to, or removal or theft from the premises of any fittings, fixtures, furniture or other property of the Council during the period of hire, or consequent upon the hiring, the hirer shall pay to the Council the cost of repair, replacement or recovery of the same. Any damage must be reported to the Town Clerk at the earliest opportunity.

6.2 The Council will accept no responsibility or liability for the loss or damage to personal effects belonging to the hirer or other users during the period of hire. This includes any items stored by the hirer on Council premises.

6.3 Hirers are responsible for arranging their own insurance for personal accidents and third party claims, other than such claims which may arise from the negligence of the Council.

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7. General

- 7.1 Hirers are reminded there is no smoking in the room or any other part of the building.
- 7.2 Hirers agree to ensure that no animals are allowed into the room, with the exception of guide dogs.
- 7.3 The Council reserves the right to enter the room at any time during the hire period.

8. Force majeure

- 8.1 The Council shall not be held liable for any loss or damage caused by any interruption in or failure to provide access to the room where such failure is due to causes beyond the control of the Council.

9. English law

- 9.1 The conditions of hire and hire agreement shall be governed by and construed in accordance with English law, and be subject to the jurisdiction of the English courts.