



VENUE HIRE

CONDITIONS OF USE AND HIRE

FORESTERS HALL, HARCOURT ROAD, UCKFIELD

- 1 All correspondence regarding bookings should be addressed to:
Uckfield Town Council, The Civic Centre, Uckfield, East Sussex. TN22 1AE
Tel: 01825 762774 Email: admin@uckfieldtc.gov.uk
- 2 **VENUE**
In all correspondence, advertising and publicity, users must refer to the venue as:
Foresters Hall, Harcourt Road, Uckfield. TN22 5DU.
- 3 **REGULATIONS**
All users are bound by the rules and regulations governing use of the accommodation which are deemed to be incorporated in these conditions.
- 4 **BOOKING PROCEDURE AND PAYMENT OF CHARGES**
The following procedure for bookings and payment shall apply to all bookings other than regular weekly and monthly hirings for which separate arrangements will apply.
 - a
 - i Provisional bookings will only be accepted and held open for a period of 14 days during which time the hirer must complete a booking form which will be generated from the information given by the hirer at the time of the booking enquiry. This form should be completed and returned to the Town Council Offices, where it will be processed and a confirmation copy returned to the hirer. Provisional bookings not confirmed within 14 days will be deleted from the diary.
 - ii Bookings cannot be accepted for bookings in Foresters Hall for a Friday or Sunday evening or for any booking that will end after 9pm. This is to ensure that services in the Strict Baptist Chapel are not disturbed and that nuisance to our neighbours is kept to a minimum.
 - b
 - i All charges are with effect from 1st April each year and where a booking is for a date or dates after the date on which the charges come into effect, then those charges will be applicable to the hire.
 - ii Where the charges are increased by more than 10% the Council shall advise the hirer in writing of the increase (to be sent to the address stated on the booking form). The hirer shall have the right to cancel the booking within 14 days of the date of the written notice. Thereafter, the hirer shall be deemed to have accepted and shall be bound by the new scale of charges as if such had been agreed at the time of the original booking.
 - c The Council shall invoice the hirer at least 28 days before the hire date for the hire charges as confirmed on the completed and signed booking form. Such invoice must be paid at least 14 days before the date of hire, otherwise the Council shall have the right to cancel the booking. All cheques should be made payable to **Uckfield Town Council**. Credit/debit card payments can be accepted.
 - d Any additional charges due from the hirer shall be invoiced to the hirer by the Council as soon as it practical but within 7 days of the date of the booking. The Council may at its discretion issue an interim invoice or invoices. Payment of such additional charges shall be due to the Council within 14 days of the date of the invoice(s). The term "additional charges" shall include all costs due from the hirer for breakages, damage, additional hire time (i.e., where the hirer enters or leaves the building before or after the time specified on the booking

form), for additional caretaking time when the hirer has left the premises in an unacceptable condition or for any other item as referred to in these conditions. All cheques should be made payable to **Uckfield Town Council**. Credit/debit card payments cannot be accepted.

e The Council issues monthly statements to all hirers with outstanding invoices, and will actively pursue payment for invoices that are more than 30 days overdue. The Council has a policy of referring invoices outstanding for more than 120 days to a debt collector for recovery.

f i **CANCELLATIONS**

Cancellations can be made by telephone (Bookings 01825 762774) or by email: admin@uckfieldtc.gov.uk or in person by visiting the Council Offices.

ii Cancellations should be made at least 15 days before the actual date of the booking.

iii Cancellations made within 14 days of the actual date of the booking will incur the full cost of the hire charge as previously invoiced.

iv The Council reserves the right to cancel a booking if it is found that the information as to the proposed use, maximum numbers of persons attending or any relevant factor given at the time of the booking, was incorrect.

v The Council reserves the right to cancel a booking if there is an outstanding invoice for the date of hire, or if the hirer has other invoices outstanding for previous bookings.

vi The Council reserves the right to cancel a booking if, for reasons totally beyond the Council's control, the Council is unable to provide the facilities on the hire date. All hire charges will be refunded and that will be the extent of the Council's liability.

5 **PURPOSE OF HIRE AND SUBLETTING**

The hirer shall not, without previous consent in writing from the Council, use the accommodation for any other purpose other than that stated on the booking form, and the hirer shall not, without previous consent in writing from the Council, under-let or part with possession of the accommodation or any part thereof to any other person or organisation.

6 **MAINTENANCE OF GOOD ORDER**

The hirer is responsible for the maintenance of good order and ensuring adequate responsible persons for the proper supervision of the function. The hirer shall ensure that no undesirable person be permitted to enter, remain or otherwise make use of the accommodation. The Council reserves the right to remove or cause to be removed any person from the accommodation without giving reason for doing so.

7 a **EMERGENCY EVACUATION PROCEDURES**

The hirer is responsible for ensuring that fire safety and evacuation procedures are conveyed appropriately to everyone who will be attending their function, and for ensuring that in the event of an emergency everyone attending their function evacuates as quickly as possible to the fire assembly point in the car park, away from the front of the building.

b If you require additional information concerning fire evacuation procedures, please contact the Council Offices on 01825 762774.

8 **PERSONAL INJURY AND LOSS OF/OR DAMAGE TO PROPERTY**

The use of the Foresters Hall and the equipment, facilities is permitted entirely at the user's own risk and the Town Council shall not be liable for any personal injury to any user or for any loss or damage to any user's property (whether he/she be the hirer, employee, invitee or associate of the hirer).

9 **CATERING SERVICES**

Kitchen and basic equipment is available, subject to availability.

10 a **LIQUOR LICENCE**

There is no Liquor Licence at Foresters Hall.

- 11 **BROADCASTING OR FILM RIGHTS**
No person or body hiring any part of the Foresters Hall shall grant broadcasting (sound or television) or film rights without prior written consent of the Town Clerk. If such consent is given, the Council reserves the right to take part in any negotiations, to be party to the terms and conditions of any agreement reached and to share in any income and publicity derived therefrom.
- 12 **PUBLIC PERFORMANCE AND COPYRIGHT WORKS**
There shall be no infringement of copyright during the period of hiring and the hirer hereby agrees to indemnify the Council in respect of any liability arising from any infringement. The hirer shall comply with the requirements of the Performing Rights Society (PRS) in relation to all musical work in the Society's repertoire.
- 13 **MUSIC AND DANCING**
The hirer shall observe all Acts of Parliament, Regulations and Byelaws applicable to public entertainment including music, singing and dancing in public spaces.
- 14 **NO SMOKING**
Smoking is not allowed within the Foresters Hall. Smokers are reminded to dispose of their smoking related litter responsibly.
- 15 **INFLATABLES**
Should you hire from an inflatables company it is your responsibility to ensure the inflatables provider has the relevant valid insurance and Risk Assessment in place.
- 16 **SERVICES AND ALTERATIONS**
No additions or alterations shall be made to the water, gas or electrical services and no structural or other alterations shall be made to the fabric of the building, nor to any of the installations, furniture, fixtures and fittings or other property of the Foresters Hall, and no equipment or materials requiring attachment to the fabric of the Foresters Hall shall be installed except with the prior express permission in writing of the Town Clerk, and upon such terms and conditions as shall be stipulate and to the entire satisfaction and under the supervision of the Town Clerk.
- a Should a hirer wish to bring any additional electrical equipment into the Foresters Hall, including bouncy castles, then all such equipment must be covered by a current Appliance Test Certificate and the hirer may be required to produce the certificate.
- 17 **MAKING GOOD OF DAMAGE**
The cost of making good any damage from the breach of Condition 15, as of any other of the conditions, shall be determined by the Town Clerk, whose decision shall be final and such costs shall be payable by the hirer within 14 days of being sent a written demand for payment.
- 18 **EXITS AND ENTRANCES**
All emergency exits shall be kept permanently unlocked during the period of hire and the hirer shall not close or block any other entrances or exits to the Foresters Hall (internal or external).
- a Reception tables or display tables must not be placed in the foyer under any circumstances. The foyer must be kept clear at all times.
- 19 **RIGHT OF ENTRY**
The Town Council reserves (for any authorised officer whether of the council, Police, Fire or other statutory authorities) the right of entry at all times to the Foresters Hall and the right to require the hirer to refuse admission to, or remove from the Foresters Hall, any disorderly person or persons or any article which, in the opinion of the Town Clerk or authorised agent or officers, may cause danger or damage to the Foresters Hall or the users thereof.
- 20 **INDEMNITY AND INSURANCE**
The hirer shall be liable for and shall indemnify the Council against any liability, loss, claim or proceedings whatsoever arising under any statute or at any common law in respect of any default or injury howsoever or by whosoever caused or to any persons which shall occur

whilst such person is in or upon any part of the premises, or in respect of any loss or damage suffered or sustained by any person in consequence of any such default or injury other than arising from the Council's negligence.

- a The Council reserves the right to require any hirer to produce evidence that the necessary insurances referred to in Condition 19 hereof have been taken out and are in force at all material times.
- b Hirers are advised to consult their insurers so as to safeguard themselves in the event of their being held liable for any claim, demand, action or proceedings in this connection.

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FLYPOSTING

The practice of displaying posters on vacant shop premises, street furniture, builders' hoardings, trees, etc. without the consent of the local planning authority is illegal and makes the offender liable, on summary conviction, to substantial penalties. The unauthorised display of poster may result in the cancellation of the hiring to which the posters refer, and would certainly be taken into account when considering future bookings of any Town Council premises.

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LOTTERIES, RAFFLES AND GAMING

No gaming, betting games or lotteries shall be carried on, or allowed to be carried on in the Foresters Hall, except those games made unlawful by the Betting Games and Lotteries Acts, and then only if the appropriate statutory provisions are complied with.

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COMPLAINT

Any complaint by the hirer in respect of the use of the Foresters Hall or of the arrangements herewith shall be made to the Town Clerk in writing within 7 days of the date of hiring.

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CHANGE OF REGULATIONS

The Council reserves the right to amend these Conditions and Regulations at any time (providing the hirer shall be notified of any such changes) and the Conditions in force at the date of hire shall be those applicable thereto.

Note: Reference to the Council in these conditions shall refer to all action taken by its Town Clerk or any other duly authorised Officer.