

## Stacey Bushes Meeting Place Terms and Conditions of Hire

In these Terms & Conditions the following terms shall have the following meanings:

“**WGTC**” means **Wolverton & Greenleys Town Council**

“**SBMP**” means **Stacey Bushes Meeting Place**

“**Hirer**” means the individual, group, organisation or body hiring any space as per these booking forms

“**Function**” means the event/activity to be held at the premises by the hirer throughout the designated hire period

“**The Premises**” means all/any space being hired out at the address Stacey Bushes Meeting Place, Briar Hill, Stacey Bushes, MK12 6HX, United Kingdom

“**Charges**” means the amount(s) payable by the hirer for use of the premises

These terms and conditions for hire are reviewed regularly by Wolverton & Greenleys Town Council. For further information please contact WGTC.

All details provided will be subject to WGTC Data Protection Policy and will be kept confidential.

### **Security Deposit Information**

It is mandatory that all hirers must pay a monetary deposit of £100, which must be paid at least 4 weeks prior to the booking date. The refundable deposit will be returned via bank transfer (BACS) up to 30 days after the inspection sheet has been returned to the Town Hall. Any damage found during the hiring period will be docked accordingly, please see 11.0 in the terms and conditions for more information. WGTC reserves the right to invoice the hirer with additional fees if the damage found is in excess of the monetary deposit paid.

### **Payment Information**

Once the completed booking form is returned to WGTC, an invoice with methods of payment will be sent to the hirer. If you have not received communication after 10 working days of submitting a booking form, please contact WGTC.

### **COVID-19 Terms and Conditions**

1. WGTC request a completed COVID-19 risk assessment before use of the venue.
2. WGTC will not accept any responsibility in the event of any individual contracting COVID-19 from any events undertaken at the meeting place.
3. WGTC will be having the venue regularly cleaned and sanitised, this cost will be met by the hirer after each use and will be added to the invoice.

## **1.0 Standard Terms**

1.1 The hire rates for the main hall are £15 per hour for business use and £13 per hour for private/charity/non-profit use. In addition, there is a £100 refundable deposit and a £15.00 non-refundable Covid-19 cleaning charge to pay.

1.2 All applications for hire must be made using the booking form online, which must state the dates and times of the function and the nature of the function to take place. We do not allow the venue to be hired for parties for those aged between 14 and 21.

1.3 No part of the premises is to be used for any other purpose other than that stated on the booking form. The hirer agrees that they shall not, without such consent, sublet any part of the premises to any other person(s).

1.4 In the event of a breach of this condition the hirer shall forfeit use of the premises and shall also forfeit to WGTC any sum paid by the hirer for such hire. WGTC shall also be at liberty to hire the premises to any other person(s).

1.5 No part of the premises is to be used for any unlawful activity or used for any unlawful purpose in any way.

1.6 No application will be considered from any individual or representative of a group/organisation if they are under 18 years of age. ID may be required when making an application for hire. A photocopy of ID may be made and will be kept in accordance with the Data Protection Act by WGTC. This information will not be shared with any third party at any time unless it is to be used under an official investigation by Thames Valley Police, Milton Keynes Licensing Authority or Milton Keynes Child Safety Board.

1.7 The centre is available for hire as follows:

**07:00hrs – 22:00hrs Monday to Friday**

**08:00hrs – 23:00hrs Saturday**

**10:00hrs – 22:00hrs Sunday**

1.8 All hirers must ensure all windows and doors are locked after use and return the keys the council office at the Town Hall, Creed Street, Wolverton, MK12 5LY. There is a letterbox to use out of office hours.

1.9 The premises should be swept and mopped after each use and all surfaces (including tables) left clean and tidy for the next user. All waste should be removed from site by the user.

1.10 All cleaning supplies, including bin bags, must be brought on site by the hirer and taken away at the end of the hiring period. A broom, mop, loo rolls, hand towels and soap for the loos will be provided by WGTC.

1.11 WGTC reserves the right to amend these terms and conditions at any time without prior notice to any hirers.

## **2.0 Disability Accessible Facilities**

2.1 We have a disability access toilet along the corridor to the right-hand side of the building as you enter. The toilet also includes a baby changing facility. We have a disability access fire exit on site.

### **3.0 Period of Hire**

3.1 Dates and times of hire must be stated on the online booking form.

3.2 Set-up and clean-up times must be factored into the period stated and must take place within the agreed hire period.

3.3 All spaces must be vacated by the end of the hire period. This includes the removal of any items brought into the premises by the hirer. All hirers are responsible for ensuring the premises are completely clear of all members, audiences and participants of their function by the end of the hire period.

### **4.0 Equipment, Furniture and Items**

4.1 All furniture, equipment and items etc. brought into the premises by the hirer must be removed by the end of the hire without delay.

4.2 The hirer or any person(s) engaged by the hirer to provide catering, entertainment or other services must clear the premises by the end of the hire without delay.

4.3 In the event of failure to comply with this condition the hirer shall pay an additional hourly rate for the remainder of the time the premises are occupied. WGTC shall be entitled to remove any property not removed by the hirer and the hirer shall be liable for the cost(s) incurred by WGTC in such removal.

4.4 Any electrical equipment or items brought into the premises to be used at the function must carry a current certification of testing which should be supplied to WGTC along with the application for hire. If your equipment is not PAT tested it cannot be plugged in.

4.5 Any additional lighting/sound equipment (inclusive of all event/theatre setups) brought into the premises for any function, must carry a current certification of testing. If any items have been imported, they must have proof they comply with UK Standards and Legislation, carry appropriate passport certifications for the international import and export of such items and must solely be operated by a certified/qualified technician/operative. Proof of qualification may be requested by WGTC and a copy made for WGTC records.

4.6 In the case of furniture, fabrics, backdrops, staging and props being brought into the premises for any function, each item must either have the necessary fire safety certifications, proof of flame retardancy characteristics or proof of safety guarantees.

4.7 No objects/items containing flammable liquids, gases, toxic chemicals, dangerous substances or any other flammable materials, including open flames such as candles or cake fireworks shall be brought onto the premises at any time. This list is not exhaustive.

4.8 No hirer shall bring any substances/chemicals that are subject to COSHH (Control of Substances Hazardous to Health) regulations into the premises at any time.

4.9 Hirers are not permitted to attach or fix anything to any surface, wall or structural part of the premises (both internal and external) without the written consent of WGTC. This includes signage, banners, fixtures and fittings.

4.10 No nails, tacks or screws shall be driven into the walls, surfaces or structural parts of the premises at any times. Use of any such items will generate an automatic forfeit of deposit and repair costs will be solely the responsibility of the hirer.

4.11 Helium balloons must be removed from the premises by the end of the hire period.

4.12 WGTC reserves the right to remove any posters, signage, banners or advertisements that are unsightly, offensive, explicit or damaged.

4.13 WGTC accepts absolutely no responsibility for any items brought onto the premises for hires.

4.14 WGTC accepts no responsibility for damage to property, injury or loss caused by any items brought onto the premises at any time.

4.15 The use of single-use plastics is discouraged where possible at the venue. The hirer is not allowed to use any form of confetti in the garden.

4.16 If you need to hire equipment for your event from WGTC, please let us know when you submit your booking form.

4.17 We do not allow inflatables (bouncy castles) at the venue.

## **5.0 Drugs, Alcohol, Smoking, Licensable Activities & Offensive Weapons**

5.1 Illegal substances, knives (except craft knives), guns and any other weapons or items that could be used as a weapon (such as steel capped footwear and bladed/spiked sports shoes) must not be brought into the premises at any time.

5.2 Should the hirer be intending to advertise and/or sell tickets to a function, they will be solely responsible and required to provide their own Public Entertainments License. A copy of this may be required by WGTC, Thames Valley Police and Milton Keynes Licensing Authority before any activity takes place.

5.3 The hirer assumes all responsibility for the sale of alcohol and must ensure the provision of alcohol is fully licenced with the appropriate licensing documentation (TENS, Personal License Card etc.) obtained for that purpose under the Licensing Act of 2003.

5.4 No gambling may take place on site.

**5.5 It is against the law to smoke anywhere within the premises. WGTC does not permit smoking on any part of its land this includes the use of electronic cigarettes, e-cigarettes and any other USB/electrical smoking device which are also restricted.**

5.6 The hirer must not use any part of the premises for the purposes of film exhibition/screening (both public and private) without the prior written consent of WGTC. Licensing/Screening Rights documentation may be required by WGTC prior to the function.

## **6.0 Copyright**

6.1 During the hire, hirers must not infringe copyright or allow any copyright to be infringed by any member, participant or audience at their function.

6.2 If the use of any part of the premises will involve any performances of any musical, dramatic and/or theatrical works or the delivery/exhibition in public of any lecture in which copyright subsists it will be the sole responsibility of the hirer to obtain written confirmation or agreement by the material owners, artists and/or developers prior to the period of hire/function date. The hirer agrees to pay all composers, authors, publishers, owners etc. any fees owed in respect of material use. This includes the payment of any royalties. The hirer will remain totally liable for use of any material that may be subject to copyright.

6.3 Copies of agreements, rights and permissions may be requested by WGTC and must be supplied without delay.

6.4 The hirer will be solely responsible for obtaining appropriate PRS licenses to play any recorded copyrighted music for dance, exercise and activity classes. If any exemption is applicable proof of status must be presented to WGTC.

6.5 The hirer is not allowed (at any time) to grant broadcasting, filming or photographic consent/rights without the prior written confirmation from WGTC. Cameras/recording devices are permitted at private functions (non-commercial or public events/activities) provided that no nuisance, annoyance or offence is caused to anyone at any time.

## **7.0 Event/Function Management**

7.1 All hirers **must be at least 18 years of age** at the time of hire application. The hirer must be present throughout the hire period (or an agreed named representative may be designated in the main hirer's absence).

7.2 The hirer shall be responsible for provision of doorkeepers (including SIA Staffing) for ticketed/licensable events. This shall be made on the recommended ratios (SIA: Audience) as detailed in the Security Industry Authority's Best Practice Guidance. The hirer is also responsible for ticket-takers, box office, reception or welcoming hosting staffing as necessary. A staffing plan may be requested by WGTC prior to the function and should be presented without delay.

7.3 The hirer shall be entirely responsible for the best practice management of all events/functions and activities associated with their hire. The hirer is also responsible for maintaining the objectives of WGTC as an inclusive, community facility and therefore must not carry out any activity which could be seen to actively promote the exclusion of any community members or be viewed as discriminative activity.

7.4 The hirer will ensure that all functions will remain within an acceptable noise level.

7.5 The hirer will ensure appropriate measures are taken to prevent any noise or nuisance to local neighbours, businesses and properties within the vicinity. This includes the need for the hirer to ensure that all guests, participants, audiences etc leave the premises in an orderly and calm manner. Any complaints made about people leaving the premises shall be directly sent on to the hirer and copies may be sent to Thames Valley Police and Milton Keynes Council Licensing Authority.

7.6 WGTC (or a designated representative including cleaners, caretakers, key holders and volunteers) reserve the right to enter the premises at any time (including during a hire period) if there is an acceptable need or cause for concern. WGTC and its representatives will never breach child protection guidance at any time.

7.7 Any groups involving (in any way) children, young people or vulnerable adults will need to be registered with Milton Keynes Council's Youth Registration Scheme. Proof of registration may be required by WGTC. It is also the sole responsibility of the hirer to carry out appropriate risk assessments, CRB/DBS checks on practitioners, volunteers and staffing, before any activity takes places.

7.8 WGTC reserves the right to only deal with the named hirer concerning any/all aspects of hires.

## **8.0 Cancellation Policy**

8.1 WGTC reserves the right to cancel any hire at their discretion. Maximum effort will be made to ensure sufficient notice (min 14 days) is given to the hirer.

8.2 WGTC reserves the right to immediately terminate a hire or series of hires, shutdown an event or cancel any future hires, should a breach of any of terms and conditions be made by the hirer or if we are advised that any event has been circulated online and is likely to attract uninvited guests. In such cases no payments will be refunded.

8.3 The hirer reserves the right to cancel a hire or series of hire in writing/email to WGTC with at least 4 weeks' notice. Any payments made will be refunded.

8.4 General cancellation terms: if a booking is cancelled with up to 4 weeks' notice a full refund will be returned, if a booking is cancelled with less than 4 weeks' notice, 50% of the refund for the hall hire will be returned and 100% of the deposit will be refunded.

## **9.0 Agreement**

9.1 The agreement of hire which is the subject of these terms and conditions is personal to the hirer and therefore the hirer may not at any time and under any circumstances assign responsibility to any other party.

9.2 Nothing in this agreement is intended to confer any benefit on any person who is not a party to it under the Contracts (Rights of Third Parties) Act 1999.

9.3 If any provision of this agreement is found by any court or body of competent jurisdiction to be wholly or partly illegal, invalid, unenforceable or unreasonable, then it shall be deemed severable and the remaining provisions of the agreement shall continue in full force and effect.

9.4 This agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties' consent to the exclusive jurisdiction of the English Courts.

9.5 The hirer shall comply with all legal and statutory requirements applicable to the hire of the premises and shall indemnify WGTC against all actions, claims, demands, proceedings, damages, costs and expenses whatsoever in respect of any breach by the hirer of such legal and statutory requirements.

## **10.0 Damage and Loss**

10.1 The premises shall be in the care and custody of the hirer, who shall accept full responsibility for the preservation of order during any hire period and will indemnify the cost of any loss or damage costs or expenses incurred by WGTC as a consequence of the hirer's use of the premises.

10.2 WGTC cannot in any circumstances accept responsibility or liability for any damage, loss of property, articles or things whatsoever placed or left at the premises by the hirer or any other person(s).

10.3 The hirer will be responsible for all loss of or damage to property at the premises or brought into the premises or the death or any injury to persons and things at the premises except where such death, injury or loss is due the proven negligence of WGTC. The hirer will indemnify WGTC against all such liabilities.

10.4 The hirer shall inform WGTC of any serious injury or dangerous occurrence that affects public safety as soon as is reasonably practical.

10.5 If any damage is done to any part of the premises and/or its fittings/structure/decoration and effects the expense of making good the damage is to be paid by the hirer without delay.

10.6 WGTC recognises and accepts the need to prevent the use of any article, appliance or apparatus and to prevent any event, exhibition or activity which WGTC may consider objectionable or dangerous. The responsibilities of WGTC in such matters shall in no way absolve the hirer for the hirer's obligations to WGTC under any of these terms and conditions during the period of hire for matters concerning the use of the premises.

10.7 WGTC will not be liable for any loss or damage due to circumstances beyond WGTC's control, including but not limited to, any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or action, riot, war, act of terrorism or act of God, which may cause the premises to be closed temporarily or the hire of the premises to be interrupted, terminated and/or cancelled.

### **11.0 Deposit**

11.1 It is mandatory that all hirers must pay a monetary deposit of £100 by bank transfer (BACs) to Wolverton and Greenleys Town Council.

11.2 Once the monetary deposit, hire charge and Covid-19 risk assessment form have been received by WGTC the hire of the venue will be confirmed.

11.3 After the hiring period, the venue will be checked for damage/s; if no damage is found the full deposit will be returned within 30 days by BACs.

11.4 If damage is found after the hiring period, the deposit refunded will be docked accordingly.

11.5 Additional charges for repairs and extra cleaning outside of the premises in-house schedule will be made to the hirer. This is at a rate of £12.50 per hour.

### **12.0 Children, Young People and Vulnerable Adults**

12.1 Safety of:

The hire, for any entertainment/activity at which children shall be present, shall provide a sufficient number of stewards to control and facilitate the entrance and flow of guests/audiences/participants. Where supervised facilities are operational for children under 8 years, the hirer shall comply in all respects with the provisions of the Children Act 1989, as amended. Where such facilities operate for two or more hours per day or six full days in one year the provider must be registered with OFSTED.

Services where parents/carers remain in attendance (same space) at all times are not required to seek registration status.

#### 12.2 Control of:

When children are present at functions their parents or guardians are required to ensure that the behaviour of the children is kept within reasonable limits and that children found vandalising the premises or acting in a disorderly fashion are told to cease such behaviours. Children are to be kept under direct supervision of their parents or guardians for the duration of the function.

#### 12.3 Performances

Where children under 8 years are in attendance and are not being accompanied by a responsible adult the hirer will comply with the requirements of the Children Act 1989, as amended.

### **13.0 Emergencies and Evacuation**

13.1 In the event of a fire, or other emergency, the hirer and associates (inclusive of sub-contractors and staff/volunteers) must comply with the instructions given by WGTC. In the event of a fire, you are advised to exit the venue through the safest route to the designated fire assembly point. All persons who were in the premises should be accounted for, it is therefore advised that a guest list, register or ticket stubs are securely kept by the hirer throughout the event to assist in the accounting for members of the public/guests upon evacuation.

13.2 In the case of any breakdown, accident or other emergency whatsoever rendering necessary the closure of the premises or an interruption of any engagements either before or during the course of any hire or of any repairs or renewals consequent on any such breakdown etc., the hirer agrees to hold WGTC and any person(s) acting under WGTC's directions absolutely harmless in every respect.

### **14.0 Complaints**

14.1 Any complaints arising out of hire(s) of the premises must be made in writing to WGTC within seven days of the expiration of the hire period.

### **15.0 Parking, Deliveries & Collections**

15.1 Parking can be found to the rear of the building on Briar Hill, just past the Premier shop. Please **do not park anywhere on Snowberry Close.**

15.2 The hirer shall ensure that motor vehicles are not parked in such a way as to obstruct the entrances and exits to and from the premises or to roadways, highways or public footpaths surrounding the premises.

15.3 WGTC accepts no responsibility for the any cancellations, loss of earnings, damages associated with deliveries or collections organised by the hirer.

15.4 The hirer accepts full responsibility for any deliveries or collections associated with their hire and will indemnify WGTC for damages, loss or injury caused by such deliveries or collections.

### **16.0 Insurances**

16.1 WGTC's Public Liability Insurance cover and policy protection cannot be transferred to any hirer whatsoever.



16.2 The hirer is solely responsible for obtaining appropriate and required insurances to cover their event/function/activity.

16.3 WGTC accepts no responsibility or liability for the loss, damage or theft of any equipment or other effects associated with any hire. Furthermore, the hirer shall ensure that equipment hired from either WGTC or any third party is fully insured as necessary.

### **17.0 Building checks**

17.1 Upon entering the building a full inspection of the premises must be completed and filled in on the inspection checklist form. If any damage is found this must be logged in detail with photographs taken of the area in question.

17.2 After the hiring period, the hirer must complete the second section of the inspection checklist. Only once the inspection sheet and checks have been satisfied by WGTC will any monetary deposit be returned.

### **18.0 CCTV**

18.1 CCTV is installed around the venue to increase the safety of yourself, your guests and the building.

### **19.0 Declaration**

19.1 By booking through our system, the hirer agrees to the terms and conditions of hire as specified above.

### **20.0 Privacy Policy**

20.1 You can view the Privacy Policy by clicking on this [link](#).