



SOUTH WOODHAM FERRERS TOWN COUNCIL

POLICY FOR HIRE OF CHAMPIONS MANOR HALL

- 1. EXTENT OF THE POLICY** The Policy and Conditions of Hire relate to premises owned by South Woodham Ferrers Town Council
- 2. REGULATIONS** All Hirers of Town Council premises are bound by the rules and regulations governing use of the premises, which are deemed to be incorporated in the Conditions of Hire
- 3. AGE OF HIRER** Persons under the age of 21 years are not acceptable as hirers or as signatories to the Town Council's documentation in relation to hire of any of the premises. The responsible person on the hire document must also agree to attend the hall for the whole of the hire period.
- 4. BOOKING PROCEDURES** Bookings may be made by telephone, email to the Town Council Office or by personal visit to the Office upstairs at Champions Manor Hall. On receipt of the required information, a Booking Confirmation form will be sent to the Hirer, in duplicate. The Hirer is required to confirm the booking by returning a signed copy of the Booking Form to the Town Council Office for the attention of the staff. Provisional bookings are accepted for seven days.
- 5. HIRE CHARGES** The charges for the hire of the Town Council's premises and services provided shall be those as determined by the Finance & Projects Committee. The Town Council's Policy is to review hire charges annually, coming into effect on the 1st of April each year or such a date as decided by Council. Where a booking is made for a date or dates after the date on which the Council's reviewed charges come into effect, the scale of charges determined at the review shall be those applicable to the Hirer.
- 6. DAMAGE DEPOSITS** The taking of a damage deposit shall be at the discretion of the Town Clerk and shall not exceed £300 per booking. The deposit shall be paid at the time the invoice for the hire is sent out and is refundable subject to the conditions in the following paragraph. The Council may make deductions from the deposit for damage to property and equipment, the need for additional cleaning after the event and any additional costs incurred by the Council associated with servicing the event outside the agreed times and conditions of hire. The damage deposit will be returned up to 14 days after the booking, provided nothing is required to be deducted. All issues will be confirmed in writing.

- 7. ADDITIONAL CHARGES** Any other charges due from the Hirer shall be invoiced by the Council as soon as is practicable after the date of hire. Additional charges shall include costs due from the Hirer for damage, breakages, loss/removal of items or equipment, additional hire time, additional cleaning time (where the Hirer has left the premises in an unacceptable condition) or for any other item referred to in these conditions.
- 8. PAYMENT OF HIRE CHARGES** Payment of charges will be notified to the Hirer by way of an invoice sent when the booking has been confirmed. Payment must be made on receipt of the invoice and prior to the booking taking place and, in any event, by the date stated on the invoice. Where payment is not received as directed, the hire may be subject to cancellation at the discretion of the Town Clerk or other authorised officer.
- 9. METHODS OF PAYMENT** Payments for hire may be made in the following ways –
- By Bank Transfer – information on invoice
 - By card payment using a credit or by cheque if the other two options are not available.
- 10. CANCELLATION POLICY** In the event of a cancellation by the Hirer 6 weeks or more prior to the event, a full refund will be given for any monies paid, providing notification of the cancellation is given in writing. In the event of a cancellation by the Hirer with less than 6 weeks' notice no refund will be given. Hirers are encouraged to take out their own insurance to cover cancellation. Bookings are accepted by the Town Council based on the information supplied by the Hirer. In the event that any information given as to proposed use, number of persons attending, or any other relevant factor is found to be incorrect, the Town Council reserves the right to cancel the booking. In such cases, a refund will be considered by the Town Clerk, on application by the Hirer in writing. Champions Manor Hall is owned by the Town Council and is registered as a Polling Station. As such, certain areas of the Hall will be closed on those days when European, Parliamentary and/or local elections are held. Notification of forthcoming elections will be given to the Hirer as soon as possible. Notification of dates of Town Council events will also be advised to regular hirers as soon as possible. Bookings may be cancelled by the Town Council for the essential safety of the Hirer or for operational reasons. Notification of the cancellation will be given to the Hirer as soon as possible. The decision of the Town Council in this regard is final. The hirer will be given a full refund of any monies paid in respect of such a cancellation.
- 11. PURPOSE OF HIRE AND SUB-HIRING** The Hirer shall not use the premises for any purpose other than that described in the Booking Form and shall not sub-hire the premises to any other person or organisation. The Town Council reserve the right to refuse any booking. The decision of the Town Council in this regard is final.

12. INDEMNITY AND INSURANCE The Hirer shall be liable for and indemnify the Town Council against any liability, cost, claim or proceedings whatsoever arising under any statute or at Common Law in respect of any default or injury however or by whoever caused by or to any persons which shall occur while such person is in or on 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 Town Council's negligence. The Town Council reserves the right to require any Hirer to produce evidence that the necessary insurances referred to above have been taken out and are in force at all material times. Hirers are asked to consult their own insurers to safeguard themselves in the event of their being held liable for any claim, demand, action or proceedings in this connection. Public Liability Hirers, other than those hiring for a non-paying function such as anniversary parties, birthday parties, funerals etc. will be required to produce Public Liability insurance to a level recommended by the Town Council's insurers. All Town Council owned premises are insured against claims arising out of the Town Council's negligence.

All bouncy castles must comply with British Standards and to be supplied, inflated by a Bouncy Castle company which must supply the Town Council with a PIPA certificate less than a year old and have Public Liability of at least £5m. If the bouncy castle is not being manned by the supplier, the hirer is mandated to request and follow instructions for use and health and safety guidance provided by the Bouncy castle provider. The Bouncy Castle must be manned by the hirer at all times.

13. PERSONAL INJURY AND LOSS OR DAMAGE TO PROPERTY

The use of the premises and equipment, facilities and amenities, including car parking where available is permitted solely at the Hirer's own risk. The Town Council shall not be liable for any injury to any Hirer or any employee, invitee or guest of the Hirer; or for loss or damage to any property. Any property and effects kept in the premises belonging to the Hirer shall be at their sole risk; and unless previously agreed by the Town Council, if such equipment, property and effects are not removed at the end of the hire, an additional charge may be made. Ball games only permit the use of soft balls only.

14. RISK ASSESSMENT Every hirer is responsible for performing a Risk Assessment prior to each and every use of the premises. The Town council will require a copy of the Risk Assessment from all regular and commercial hirers including any hirers charging a fee for their activity.

15. ILLEGAL OR UNLAWFUL ACTIVITIES The Hirer shall not cause or permit the premises to be used for any unlawful or illegal activity. The Town Council reserves the right to cancel the hire immediately and any monies paid will be forfeited. The Town Council will report

evidence of illegal activities on the premises to the Police and assist with their enquiries.

16. SMOKING In accordance with the law, smoking is not permitted in any premises owned by the Town Council

17. EMERGENCY PROCEDURES At the commencement of any period of hire, the office staff will point out the location of all fire exits and assembly points and any other emergency procedures that may be in place. It is the responsibility of the Hirer to familiarise themselves with the means of escape from the premises and to ensure that any person at the period of hire requiring a Personal Evacuation Plan is identified. The Hirer shall ensure that all fire exits (internal and external), and common parts of the premises are kept free of any obstruction and shall immediately remove anything deemed to be an obstruction at the request of an authorised officer of the Town Council. All rooms within the premise have a maximum number of people allowed to use each room either seated at tables or for dancing, which have been set by the Fire Service. It is the responsibility of the Hirer to ensure that the maximum numbers are not exceeded. The hire will be stopped immediately by an authorised officer of the Council if the number of people in any room exceeds the permitted maximum. In the event of an emergency, the Hirer shall comply with all directions given by any authorised officer of the Council; or any member of the Emergency Services; or any other statutory body or agency.

18. ELECTRICAL SAFETY It is recommended that any electrical equipment brought to the premises for use by a Hirer should carry an up-to-date PAT certificate. The Town Council must be made aware of any electrical equipment that is intended for use and plugged in. The electrical circuits in the premises must not be overloaded by the attachment of excessive quantities of electrical equipment. Should any damage occur to the electrical circuitry of the premises by overloading or using faulty equipment, the Hirer will be responsible for the cost of any call out charges, repairs etc. to reset circuits.

19. RIGHT OF ENTRY The Town Council reserves the right for any authorised officer of the Town Council, the Police, Fire Brigade or any other statutory body to enter the premises at all times; and the right to require the Hirer to refuse admission to or remove from the premises any disorderly person or persons, which may cause danger or damage to the premises.

20. EQUIPMENT PROVIDED BY THE COUNCIL The shared kitchen provides basic items of crockery and cutlery – cups, saucers, water glasses and jugs, kettles and urns and also has a cooker and a fridge. The kitchen is not intended for the preparation and cooking of full-scale meals but for warming food and cooking small items only. Deep fat frying is not permitted in the kitchen. Hirers shall be responsible for ensuring that all small electrical appliances (kettles and urns) are switched off at the mains at the end of the hire. Chairs and tables are available at each of the premises at no charge. The Town Council can

also provide multimedia projectors, tv screens and flip charts – all of which are subject to no additional charge. It is the responsibility of the Hirer to report any damage or defect to, or the loss of any equipment to the Town Clerk.

- 21. ACCIDENTS** The Hirer must report all accidents involving injury to the public to an authorised officer, as soon as reasonably practicable. There is a legal requirement under the RIDOR Regulations to report certain types of accident or injury. The form to be used in such instances is prescribed and assistance will be given, if required, by the Town Clerk. An accident book must be completed which is located in the ground floor kitchen.
- 22. ALCOHOL** The Town Council's venue is subject to a Premises Licence. It is the responsibility of the Hirer to ensure that the provision and serving of alcohol is in accordance with the Licensing Act 2003. Alcohol must not be sold on the premises.
- 23. BROADCASTING AND FILM RIGHTS** A Hirer, hiring any Town Council owned premises, shall not be granted broadcasting or film rights without the prior consent of the Town Clerk. If such consent is given, the Town Council reserves the right to take part in any negotiations, to be party to the terms and condition of any agreement reached.
- 24. PUBLIC PERFORMANCE AND COPYRIGHT WORKS** It is the Hirer's responsibility to ensure that there is no infringement of copyright during any period of hire and the Hirer shall agree to indemnify the Town Council in respect of any liability arising from any infringement of copyright or performance rights. The Hirer shall comply with the Licences section in our conditions of hire.
- 25. MUSIC AND DANCING** The Hirer shall observe all statutes, regulations and bylaws in relation to music and dancing in public places. Windows and doors shall be kept closed during all events involving music held at the Town Council's premises, to avoid disturbance to neighbouring residents. Hirers should ensure that their employees, invitees or any other person associated with the Hirer leave Town Council premises quietly and to minimise noise outside the premises. All music shall cease at 11pm.
- 26. SERVICES AND ALTERATIONS** No additions or alterations shall be made to the gas, water or electrical supplies, any electrical equipment; and no structural or other alterations shall be made to the fabric of the building; nor to any of the furniture, fixtures, fittings or other property in the premises; nor any attachment by way of hooks, nails, screws, any non-removable substance e.g. glue, or any attachment that will remove the paint from walls.
- 27. CHILDREN AND YOUNG PERSONS** The Hirer shall ensure that any activities for children under the age of eighteen years complies with the provisions of the Children Act 1989 and any other relevant legislation; and that only fit and proper persons have access to the children. The Hirer shall always take responsibility for all children in their care while they are on Town Council premises. The Town Council

will not assume responsibility for the care or welfare of any unaccompanied child or children. Any suspicious behaviour should be reported immediately to an authorised officer of the Council, or to the Police. The Town Council should be supplied with a copy of the hirers Safeguarding Policy if relevant.

- 28. ANIMALS** The Hirer shall ensure that no animals (including birds) are brought onto Town Council premises, unless the Town Clerk has given prior permission. Guide/service dogs that are required to assist people with any disabilities are welcome on Town Council premises, providing they are accompanying their owner.
- 29. ADVERTISING AND OTHER SIGNAGE** Notice boards are provided at Town Council premises to advertise a variety of events and Hirer’s activities at each of the Town Council premises, subject to the approval of the Town Clerk. Any inappropriate, offensive, commercial or non-relevant posters, flyers or stickers will be promptly removed. Advertising and signage on the outside of any Town Council premises are subject to approval by the Town Council; and may also require planning consent and the consent of the Highway Authority.
- 30. LOTTERIES AND GAMING** No gaming for financial gain, betting games or lotteries shall be executed or be allowed to be executed in the Town Council premises.
- 31. NOISE** It is the responsibility of the Hirer to ensure the effective supervision of the arrangements and the activities in the premises during the period of hire and for the prevention of disorderly behaviour, to ensure that no nuisance or annoyance is caused to nearby residents. It is the responsibility of the Hirer to ensure that the Hirer and the Hirer’s employees, invitees and guests make the minimum of noise and disturbance on arrival at and departure from the premises, and in the immediate environment of the premises. Sound inhibitors are in place in both halls.
- 32. COMPLAINTS** Any complaint by the Hirer in respect of the use of Town Council premises or the arrangements for that use shall be made in writing to the Town Clerk, within 24 hours of the date of hire. In the event of a complaint being made, the Town Council’s Complaints procedure will be followed.
- 33. CHANGES TO POLICY AND CONDITIONS OF HIRE** The Town Council reserves the right to amend this Policy and the Conditions of Hire at any time; and any changes to the Policy and Conditions of Hire shall be notified to all Hirers. The Policy and Conditions of Hire in force at the date of hire shall be those which are applicable to the hire.
- 34. DATE OF REVIEW** This Policy and the Conditions of Hire will be reviewed annually.

Responsible Officer	Town Clerk	Date effective from	November 2025	Review date	November 2026
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