

# The Steyning Centre

## Conditions of Hire

These standard conditions apply to all hiring of rooms at The Steyning Centre. If the Hirer is in any doubt as to the meaning of the following, the Parish Clerk should immediately be consulted. The 'Council' throughout means Steyning Parish Council, The Steyning Centre is either referred to by name or as 'the premises'.

### 1. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity. As directed by the Parish Clerk, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

### 2. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the Booking Confirmation Form and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

The Council reserves the right to refuse any application for hiring without giving a reason, to attach any additional conditions to any particular hiring and to vary the scale of charges in the case of any particular hiring.

Rooms must not be entered before the time stated on the Booking Confirmation Form and similarly must be vacated at the time stated. In the event that any hiring exceeds the agreed times, the Council reserves the right to charge an excess hire fee at the scale rates, and in the case of Hirers who repeatedly exceed the agreed times, to cancel or refuse to accept further bookings.

Bank Holidays, Christmas Eve and New Years Eve will be charged at double rates.

The Council set their charges for a financial year to 31<sup>st</sup> March, but reserve the right to amend them, after due notice, if necessary.

### 3. Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

#### **4. Licences**

##### **Performing Rights**

The Hirer shall ensure that the Council holds a Performing Rights Society Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, television or by performers in person.

##### **Alcohol**

Under the terms of the Licensing Act 2003, the sale of alcohol must be arranged through the Council's Licence Holder, Mrs Pam Tayler. She can be contacted at The Norfolk Arms, Church Street, Steyning. Telephone 01903 812215. If you wish to have alcohol available, it is important to check with Mrs Tayler at an early stage when planning your booking.

##### **Other**

If other licences are required in respect of any activity in the Steyning Centre the Hirer should ensure that they or the Council hold the relevant licence.

#### **5. Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the premises.
- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

(b) In advance of an entertainment or event the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

#### **6. Means of Escape**

(a) The Hirer shall be responsible for ensuring that all fire doors, the foyer and corridor are kept free from obstruction and immediately available for instant free public exit.

b) The Hirer will be responsible for any costs incurred by the Council as a result of an accidental or malicious activation of the fire alarm system.

#### **7. Outbreaks of Fire**

The Fire Brigade shall be called to any outbreak of fire, however slight.

#### **8. Health and Hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with refrigerators.

## 9. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the Hirer **must** make use of it in the interests of public safety.

## 10. Indemnity

- (a) The Hirer shall be responsible for and shall repay the Council on demand the cost of repair of any damage caused to any part of the premises including the curtilage thereof or the contents of the premises and shall indemnify and keep the Council indemnified against all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer. The Council shall be the sole judge of the damage caused and the cost thereof.
- (b) The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 10(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Parish Clerk. Failure to produce such policy and evidence of cover will render the hiring void and entitle the Parish Clerk to rehire the premises to another hirer.
- (c) The Steyning Centre is insured by the Council against fire, burglary and third party risks. The Hirer shall not do or permit to be done anything which shall invalidate the Council's policies of insurance on the premises. In the event of any claim by the Council under its policies of insurance being repudiated in whole or in part by the Council's Insurers or the terms thereof being increased on account of any act or default by the Hirer, the Hirer shall indemnify the Council against all loss or additional expenses suffered or incurred as a result thereof.
- (d) The Council shall not be liable for accident, illness, loss or damage occurring as a result of the hiring, except where such accident, illness, loss or damage is caused by the negligence of the Council.
- (e) The Council shall not be liable for any loss due to any breakdown of machinery, failure or supply of electricity, leakage of water, fire, government restrictions, civil commotion, riot or illegal trespass or act of God which may cause the premises to be closed or the hiring to be interrupted or cancelled.
- (f) The Council accepts no responsibility for any damage to any equipment belonging to the Hirer or their contractors.

## 11. Accidents and Dangerous Occurrences

In the event of any accident involving personal injury, the Hirer must report this to a member of the Steyning Centre Staff **as soon as possible** and complete the relevant section in the Steyning Centre's accident book. Any failure of equipment belonging to the Steyning Centre or brought in by the Hirer must also be reported **as soon as possible**.

## 12. Explosives and Flammable Substances

The Hirer shall ensure that highly flammable substances are not brought into, or used in any part of the premises and that no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without the consent of the Parish Clerk. No decorations are to be put up near light fittings or heaters.

## 13. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises without the consent of the Parish Clerk. Portable Liquefied Propane Gas (LPG) heating appliances must not be used.

**14. Drunk and Disorderly Behaviour and Supply of Illegal Drugs**

The Hirer shall ensure that in order to avoid disturbing neighbours to the Steyning Centre and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

**15. Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Parish Clerk. No animals whatsoever are to enter the kitchens at any time.

**16. Compliance with the Children Act 1989**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the Parish Clerk with a copy of their Child Protection Policy on request.

**17. Fly Posting**

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep the Council indemnified accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution.

**18. Sale of Goods**

The Hirer shall, if selling goods on the premises, comply with Fair Trading laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall the organiser's name and address and that any discounts offered are based only on manufacturers' recommended retail prices.

**19. Cancellation**

Cancellation of a booking will be accepted, without charge if notice is received not less than 6 months before the date of hire. (Please see Paragraph 30 Acceptance of Bookings, payment, Deposits and Cancellations for further details. )

If the Council has reason to believe that the use of the Steyning Centre by the Hirer is likely to lead to any disorder, unlawful or unsuitable activities or breach of licensing conditions, if applicable, or other legal or statutory requirements, the hiring will be cancelled and the amount paid for the hire will be returned to the Hirer who shall have no claim against the Council.

The Council may cancel any hiring if the premises are required for use as a Polling Station for a Parliamentary or Local Government election or by-election or local or other inquiry and in such event the Council shall not incur any liability to the Hirer whatsoever other than the return of the hire fee if already paid.

The Council may cancel any hiring if the premises are required in an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire,

explosion or those at risk of these or similar disasters and in such event the Council shall not incur any liability to the Hirer whatsoever other than the return of the hire fee if already paid.

If a room has been booked on a "years ahead" basis the Council reserves the right in exceptional circumstances to require a short period booking to be relocated and/or retimed. In such cases not less than 6 months' notice will be given.

## 20. Maximum Capacity of Rooms

The maximum number of persons allowed in each room is as follows:

Coombe Court - seated at tables with Stage	150	Without Stage	180
Coombe Court - seated theatre style with Stage	250		

Saxon Room - seated at tables	60
Saxon Room - seated theatre style	80

( These are approximate seating capacities for Saxon and Coombe halls and depend on the tables used and other layout requirements e.g dance floor, equipment, piano etc.)

Committee Rooms - seated at tables	12	each room
Committee Rooms - seated theatre style	20	each room
Combined Rooms - seated at tables	24	
Combined Rooms - theatre style	40	

## 21. Hearing Loop

Saxon Room and Coombe Court Hall benefit from the installation of a hearing loop system. To comply with the Disability Discrimination Act, Hirers must ensure that the microphones are used whenever possible. Hearing aids should be switched to the "T" position.

## 22. Hours of Use.

To comply with Horsham District Council Planning Regulations, the Steyning Centre hours of use are:

Monday to Saturday	7.00am - Midnight
Sunday	7.00am - 10.00pm

The premises must be vacated by midnight Monday to Saturday and by 10.00pm on Sunday.

## 23. End of Hire

The Hirer is responsible for ensuring that the rooms and, if used, the kitchens are left in a clean and tidy condition. Sufficient cleaning up time must be allowed for this purpose.

The Hirer will be responsible for any costs incurred by the Council for special cleaning and for any loss, breakages or damage to kitchen equipment including disposal of bottles not taken to the adjacent bottle bank.

## 24. Noise, Music and Entertainment

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer is reminded that the Steyning Centre is situated in a residential area.

An electronic "orange" system is installed in the Coombe Court Hall, which will cut the power supply in the event of the sound level exceeding the statutory level set by Horsham District Council. All musical/disco/amplified equipment must be plugged into the gold plug sockets, which are routed through the "orange" system. Hirers must satisfy themselves beforehand that any amplified sound system intended to be used is suitable

for the "orange" system. The power supply will also be cut if the patio doors are opened. The Hirer must not make any attempt to interfere with or by pass this system. The Licensing Act 2003 requires that music/entertainment must stop at 11.30pm Monday to Saturday and 9.30pm on Sunday.

## **25. Stored Equipment**

The Council accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Council may, in its discretion in any of the following circumstances dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

(a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended.

(b) in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring.

## **26. Management of the Centre**

Caretaking and other Staff are engaged by the Council to perform such duties as may be assigned them from time to time by the Council. In no circumstances shall they be obliged to perform any duties for the Hirer or to obey or follow the orders or directions of the Hirer.

## **27. No Alterations and Building Exclusions**

The electricity, gas, heating, lighting, public address system and water fittings at the premises shall in no way be interfered with.

No internal or external alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the approval of the Parish Clerk.

Any alteration, fixture or fitting so approved shall at the Council's discretion remain in the premises at the end of the hiring.

The Steyning Centre is a No Smoking building although there are designated areas outside which must be adhered to.

No helium balloons are permitted in the Steyning Centre without the approval of the Parish Clerk.

Stiletto heels or other footwear likely to cause damage are not permitted in the Steyning Centre and the Hirer shall be responsible for any damage to the floor howsoever caused.

## **28. Vehicular Access and Parking**

All vehicles belonging to the Hirer and those attending events organised by them may be parked in bays in Fletchers Croft car park subject to the terms and conditions of use imposed by Horsham District Council. Vehicles must not be parked anywhere on the site of the Steyning Centre itself. However, access is available from the side road for temporary parking for the purposes of delivering and collecting equipment and materials. Under no circumstances may vehicles be parked adjacent to the front of the premises.

## **29. No Rights**

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer. The Hirer shall not assign or underlet any part of the premises.

### 30. **Acceptance of Booking , Payment, Deposits and Cancellations**

The return of a Booking Confirmation Form shall be taken as acceptance of the full Conditions of Hire.

The following booking conditions shall apply:

**All new Bookings over £100 and Weekly/Monthly 'Multiple Bookings':** A provisional booking may be held for 5 working days after which time, the booking must be confirmed and a 25% deposit paid. This is fully refundable if a cancellation is made up to 6 months prior to the date of hire; 50% refundable if a cancellation is made between 3 and 6 months prior to date of hire and non refundable there after. Full payment must be made on invoice, 8 weeks prior to the date of hire.

**Bookings under £100:** Full payment on invoice, 8 weeks prior to the date of hire – bookings Within 8 weeks of the date of hire must be paid in full at the time of booking.

### 31. **Failure to Observe Conditions of Hire**

If the Hirer refuses or omits to comply with any of the Conditions of Hire or with any instructions conveyed to him by Staff on behalf of the Council the Hirer and all those attending the event may be excluded from the premises and the charge made to or due from the Hirer shall not be waived.

### 32. **Advice and Queries**

If you have any questions or queries concerning the above please do not hesitate to contact the Parish Clerk.

