



Bracknell Town Council

## **TERMS AND CONDITIONS OF PRIVATE HALL HIRE**

These Terms and Conditions of Hire apply to all private Hall hires. “**Premises**” shall from hereafter include the hall the outside grounds and Car Park area. “**Hirer**” shall mean an individual or where the Hirer is an organisation, the authorised representative.

These conditions prohibit the hire of the hall to anyone under the age of 18 years of age. An older person making a booking on behalf of someone younger than 18 years old must be aware of the responsibilities for which they will be liable and that they must stay on site during the booking. Bracknell Town Council do not allow parties from ages of 13 and 21. **Bouncy castles, smoke/bubble machines, scooters, bicycles, nerf guns, ball sports, fireworks, and barbeques are not permitted anywhere on the premises.**

A verbal or emailed booking (subject to availability) will only be confirmed on receipt of the following in advance of the proposed booking:

1. A copy of the Hall Hire Agreement being signed and returned together with full payment of the Deposit transferred to our account within 24 hours of making the booking.
2. Full payment of the Hire Fee as shown on the Hall Hire Agreement ten days before the date of hire.

**(A total refund of the Deposit will be returned to the Hirer, once the Hall has been inspected by the caretaker on duty, and it is deemed that no damage has been done to the Premises, the Premises have been left in a clean and tidy condition, and that no further expense will be incurred by Bracknell Town Council in accordance with this booking).**

### **1 Supervision**

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the care of the fabric and the contents; safety from damage however slight or change of any sort and the behaviour of all persons using the premises (the maximum seated capacity in rows shall not exceed 80 People in Braybrooke Community Hall and Great Hollands Pavilion and 60 people at Jocks Lane and the maximum seated capacity around tables shall not exceed 80 People in Braybrooke Community Hall and Great Hollands Pavilion and 60 people at Jocks Lane); including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

**As directed by Bracknell Town Council, the Hirer shall pay for all damage (including accidental damage) to the premises or to the fixtures, fittings, or contents and for any loss of contents.** The caretaker on duty will hold a complete inventory which can be inspected at any time by the Hirer, of all known damage; this inventory will also include the contents, fixtures, and fittings of the Hall.

### **2 Use of Premises**

The Hirer shall not use the premises for any purpose other than that described in the Hall Hire Agreement as signed by the Hirer, and shall not sub-let 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. Parties from ages 13 to 21 are not permitted.

### **3. Loading / Unloading**

There is a Loading / Unloading Bay close to the Pavilion at Great Hollands designated for both Private and Commercial Hirers' use. The drop-down bollard is for Bracknell Town Council business use only.

### **4 No Alterations**

No alterations or additions may be made to the premises, nor may any fixtures be installed. Decorations may be attached with blue tack only with prior approval of the Hall Bookings Officer, and posters are not permitted to be affixed to the walls of the premises. Any alteration, fixture or fitting or attachment so approved shall at the discretion of Bracknell Town Council remain in the premises at the end of the hiring and become the property of the Hall or be removed by the Hirer who must make good to the satisfaction of the Committee any damage caused to the premises by such removal.

### **5 Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to the caretaker on duty as soon as possible. Any failure of equipment belonging to Bracknell Town Council must also be reported as soon as possible.

### **6 Licences**

The hirer may serve alcohol at a private event, however a Temporary Events Licence (TEN) must be obtained from [Bracknell Forest Council](#) if alcohol is to be sold (i.e. a mobile bar). The hirer will be responsible for the sale of intoxicating liquor in respect of consumption on the premises.

### **7 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.

### **8 Health and Hygiene**

The Hirer shall, if preparing or serving food, observe all relevant Food Health and Hygiene Legislation and Regulations.

### **9 Electrical Appliance Safety**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe and in good working order and used in a safe manner. Bracknell Town Council reserves the right to examine the required Certification issued by a competent Person or Company in respect to the testing of any such electrical appliances or equipment.

### **10 Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and the Local Magistrate's Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment. A fire-risk assessment for the known hazards has been carried out by Bracknell Town Council. The introduction of a new fire risk by the Hirer either as a source of ignition e.g., Lighting of Candles, or as new flammable materials e.g., solvents, paper hangings must be accompanied by a risk assessment carried out by the Hirer.

### **11 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 of 1989 and that only fit and proper persons have access to the children. (The Hirer will be expected to have themselves aware of the liabilities stated in the above legislation).

## **12 Compliance with the Health Act 2006 Prohibition of Smoking in Public Places**

The Hirer shall ensure that the Hirer's invitees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. (The Hirer will be expected to have themselves aware of the liabilities stated in the above legislation).

## **13 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 Bracknell Town Council. No animals whatsoever are to enter the kitchen at any time.

## **14 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 any discounts offered are based only on Manufacturers' Recommended Retail Prices. (The Hirer will be expected to have themselves aware of the liabilities stated in the above legislation).

## **15 Noise**

The Hirer shall ensure that the minimum level of noise is made on arrival, during the Hire period and departure, particularly late at night and early in the morning. It is a condition of our premises Licence that the doors are kept closed to limit neighbour noise. Music must be turned off by 11pm.

## **16 The Right to Enter**

Any Bracknell Town Council staff member has the right to enter the Hall at any time other than during events falling under the provisions of the Children Act 1989.

## **17 End of Hire Period**

The Hirer must vacate the premises in sufficient time to allow the caretaker to lock the door at the finishing (off premises) time, leaving the premises and surrounding area in a clean and tidy condition, and any contents temporarily removed from their usual positions properly replaced.

## **18 Cancellation**

If the Hirer wishes to cancel the booking before the date of the event, at least 48 hours' notice is required, either verbally or in writing to Bracknell Town Council and reserves the right to cancel any hiring by written notice to the Hirer in the event of:

- (1) The premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election.
- (2) Bracknell Town Council reasonably consider that:
  - (a) such hiring might lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
  - (b) unlawful or unsuitable activities will take place at the premises because of this hiring.
- (3) The premises becoming unfit for the use intended by the Hirer.

## **19 No Rights**

The Hall Hire Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

## **PRIVACY POLICY**

A copy of our privacy policy is available on our website [www.bracknelltowncouncil.gov.uk](http://www.bracknelltowncouncil.gov.uk). It sets out how BTC uses and protects any information that you give us when hiring our halls. We may change this policy as required, so you should check this page from time to time to ensure that you are happy with any changes. This policy is effective from May 2018.