

**SPELTHORNE BOROUGH COUNCIL
CONDITIONS OF HIRE**

- [HALLS/DAY CENTRES](#)
- [PAVILIONS](#)

Halls / Day Centres

1. Applications For Hire

- 1.1 The Hirer must not use the premises for any other purpose other than the one stated on the application.
- 1.2 The benefit and obligations of the hiring may not be transferred to any person not identified as the Hirer in the Application.
- 1.3 The Organization and the Organizer whose names appear on the Application shall be deemed to be the Hirer and shall be responsible for compliance with all rules, regulations or requirements made or laid down from time to time by the Council in respect of the use of the premises and shall be deemed to be the responsible person nominated to be in charge of the premises during any public or private entertainment for which the premises are hired to him/her.

2. Payments

- 2.1 On being notified that the application has been granted and the amount of the charges, the Hirer must pay ***twenty one days*** after receipt on the invoice. **If payment is not received by the due date the booking will be cancelled. (For on-line bookings payment is required at time of booking.)**
- 2.2 Payment for all Halls can be made via the internet, by Touchtone Telephone using our lo-call number 0845 602 0727 at any time day or night , or alternatively payment can be made by telephone by contacting a member of the Customer Services Team on 01784 451499 between 8am to 6pm Monday to Thursday and up to 5pm on Fridays.
- 2.3 Where an advanced hiring is accepted the charge will be at the rate applicable on the date of the event (the hire date).
- 2.4 Cancellations received within 21 days of the event will be subject to a cancellation charge of £25.00.
- 2.5 The Council reserves the right to alter and vary any fees or charges in respect of the hire of the premises and to impose any special conditions in respect of particular hiring.

3. The Hirer

- 3.1 The person whose name appears on the application must be a person over eighteen years of age and will be deemed to be the Hirer.
- 3.2 In the event of any damage to the building or furniture or the loss or breakage of any article or property owned by the Council either during the period of hire or at any other time during which the Hirer or any person associated with him/her shall be using the premises for any purpose, the expense of replacing or making good the same shall be borne in full by the Hirer.
- 3.3 The Hirer shall ensure that there is no disorderly conduct within the premises and that nothing contrary to sobriety, decency and good manners is performed, exhibited, represented or transacted therein and no activity shall be permitted which may be or become a nuisance or annoyance to the Council or the owners or occupiers of any adjoining property.
- 3.4 Any cost incurred by the Council in calling the Police or other emergency services to the premises shall be borne by the Hirer.
- 3.5 The Hirer shall be responsible for ensuring that an announcement is made at the commencement of the function, with regard to the laid down safety procedures and the instructions for evacuating in the event of fire or any other emergencies. In addition, evacuation/emergency procedures shall be printed in any programmes, which are produced for events at the halls.
- 3.6 No internal or external decorations, flags, emblems or notices shall be displayed without the consent of the Council and any artificial flowers, temporary paper hangings or other decorations, or any scenery etc, which may be used in any part of the premises, shall be rendered and maintained in a fire resistant condition. In addition no artificial smoke making machines are allowed on the premises.
- 3.7 No alterations or addition to the existing lighting arrangement shall be made without the prior consent of the Council and no lighted oil stove, lamp or candle shall be used in any circumstances.
- 3.8 All exits, gangways, passages, corridors, lobbies, external passageways and forecourts must be kept clear and free from obstructions.
- 3.9 The Hirer must be on site at the time stated on the Application, if not the building will be closed no later than 15 minutes after that time unless prior arrangement has been made. In these circumstances no refund will be given.
- 3.10 The Hirer shall ensure that all persons have vacated the premises by the time stated and approved on the Application. Excess charges will be incurred if the pre-booked time is exceeded.

- 3.11 No stiletto-heeled shoes shall be worn inside the premises unless heels of such shoes are fitted with rubber caps capable of protecting the floor of the premises.
- 3.12 No alcoholic drinks shall be sold or distributed on the premises without prior consent of the Council and any occasional license, which may be required for this purpose, shall be produced to the Head of Customer & Office Services prior to the commencement of the hiring. No license shall exceed the hours for which the premises have been hired and any facilities shall be set up only in a position agreed with the Head of Customer & Office Services.
- 3.13 All articles, goods and refreshments brought onto the premises must be removed at the time of departure and taken off site, unless by prior arrangement with the caretaker.
- 3.14 The Hirer shall indemnify the Council against all costs, claims or liabilities which the Council may incur by reason of any infringement of the rights referred to in the previous clause hereof occurring during the period for which the premises are hired.
- 3.15 Any complaint in respect of the facilities on the premises or connected with the hire of the premises must be made in writing to the Head of Customer & Office Services within three days after the date of hire.
- 3.16 All use of the hall premises and facilities is subject to the users or Hirers accepting responsibility for arranging furniture and equipment within the hall / day centre and returning them to their original positions and for securing doors and windows of the premises. All users shall also leave the premises and the surrounding area, in a clean and tidy condition. Arrangements can be made for the moving of the aforementioned furniture/equipment for a standard charge of £60.00 per occasion.

4. **The Council**

- 4.1 The Council reserve to themselves and their authorized officers the right of entry at all times to all parts of the premises and all stewards or any persons acting on behalf of the Hirer must be instructed accordingly.
- 4.2 The Council do not accept any responsibility for injury, damage or loss howsoever caused to any persons or in respect of any articles or goods brought onto the premises by the Hirer or any other person.
- 4.3 The heating and ventilation of the premises are placed in the sole charge of the caretaker with whom arrangements must be made with regard to any variation thereof.
- 4.4 The volume of any amplifying equipment used in conjunction with any musical instruments, record players or other equipment used for musical

reproduction on the premises shall be determined by the hall caretaker.

- 4.5 The Council are licensed by the Performing Rights Society Ltd (PRS) in respect of the public performance at the premises of the copyright musical works which the Society control, but the Hirer shall not use any part of the premises for the performance in public of any other musical work or any dramatic or literary work or for the delivery in public of any lecture or other matter in which any copyright subsists without the necessary consents first being obtained by the Hirer. The PRS certificate must be on public display during the event and a copy given to Customer Services prior to event/s. Hirers who do not have a PRS certificate can opt into the Council's Scheme at a cost of 10% of the hire charge.
- 4.6 The Council reserves the right at any time and without previous notice to cancel any booking of the premises and in such case the amount paid by the Hirer (or the proportionate part thereof in the case of a hiring for a series of occasions) shall be refunded. The Hirer shall have no further claim whatsoever against the Council in respect of the hiring or on account of the cancellation thereof.
- 4.7 The Council shall not be liable for any loss caused by any breakdown of machinery, failure of electricity supply, leakage of water, fire and smoke detectors, government restrictions or act of God, which are beyond the responsibility or control of the Council and which may cause the accommodation to be temporarily closed or the Hirers use thereof to be interrupted or cancelled.

5. **Limitation of Liability**

- 5.1 The Council's liability in the event that the premises or any equipment are not available or a hiring is cancelled for whatever reason shall be limited to and shall not exceed the hiring charge.

6. **Failure To Observe Conditions**

- 6.1 If the Hirer omits or refuses to comply with these conditions or with any reasonable instructions given to him/her by the Head of Customer & Office Services, or designated officer, for the time being he/ she and any person/s associated with him/her may be excluded from the premises until he/she complies with the same but without relieving him/her from his other obligations under this Agreement.

7. **Damage To Council Property**

- 7.1 The Hirer shall take good care of and shall not cause any damage or permit or suffer any damage to be done to the hired premises, or any part thereof, to any fittings, equipment or other property therein and shall make good and pay for any damage thereto (including accidental damage) caused by any act or neglect of himself/herself, members of his party or any person resorting to the hired premises by reason of the use of the

hired premises by him/her. (Refer to 3.2 of the Conditions of Hire)

- 7.2 Any defects should be reported to the caretaker at commencement of booking otherwise such property should be deemed to have been undamaged at the commencement of the period of hire.

8. **Damage or Loss of Property and Accidents**

- 8.1 In no circumstances will the Council accept responsibility for the loss, theft, damage of or to any goods or property of the Hirer or any visitor to the premises.

- 8.2 The Hirer shall indemnify the Council, and their officers against all claims, demands, actions or proceedings in respect of the death of or injury to any person or damage to, loss of property belonging to any person arising out of the use of the venue otherwise than as a result of the defective condition of the venue or the Council's equipment or the negligence of the Council, and their officers

9. **Insurance**

- 9.1 It is now compulsory for all Hirers to have Public Liability Insurance for a minimum indemnity limit of £5 million. A copy of the certificate of insurance must be provided before a booking can be confirmed. Hirers who do not already possess their own Public Liability Insurance may opt into the Council's scheme at a cost of 10% of the hire charge. A minimum charge of £1,000 will be payable by the Hirer on any claim. (This only applies to individual community booking)

**PLEASE NOTE THAT THE COUNCIL OPERATES A NO SMOKING
POLICY IN ALL IT'S BUILDINGS**

IN CASE OF AN EMERGENCY DURING YOUR EVENT PLEASE
TELEPHONE THE COUNCIL DUTY OFFICER ON 01784 446446

**(PLEASE ENSURE TO TAKE THE ABOVE NUMBER WITH YOU SO THAT
IF YOU EXPERIENCE ANY PROBLEMS THE DUTY OFFICER CAN BE
CONTACTED.)**

Pavilions

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- 1.2 The benefit and obligations of the hiring may not be transferred to any person not identified as the Hirer in the Application.
- 1.3 The Organisation and the Organiser whose names appear on the Application shall be deemed to be the Hirer and shall be responsible for compliance with all rules, regulations or requirements made or laid down from time to time by the Council in respect of the use of the premises and shall be deemed to be the responsible person nominated to be in charge of the premises during any public or private entertainment for which the premises are hired to him/her.
- 1.4 All pavilion lettings are governed by the park closure times, a full list of these times can be seen in [appendix \(1\)](#)

2. Payments

- 2.1 On being notified that the application has been granted and the amount of the charges, the Hirer must pay **twenty one days** after receipt on the invoice. **If payment is not received by the due date the booking will be cancelled. (For on-line bookings payment is required at time of booking.)**
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- 3.3 The Hirer shall ensure that there is no disorderly conduct within the premises and that nothing contrary to sobriety, decency and good manners is performed, exhibited, represented or transacted therein and no activity shall be permitted which may be or become a nuisance or annoyance to the Council or the owners or occupiers of any adjoining property.
- 3.4 Any cost incurred by the Council in calling the Police or other emergency services to the premises shall be borne by the Hirer.
- 3.6 The Hirer shall be responsible for ensuring that an announcement is made at the commencement of the function, with regard to the laid down safety procedures and the instructions for evacuating in the event of fire or any other emergencies. In addition, evacuation/emergency procedures shall be printed in any programmes, which are produced for events at the pavilions.
- 3.6 No internal or external decorations, flags, emblems or notices shall be displayed without the consent of the Council and any artificial flowers, temporary paper hangings or other decorations, or any scenery etc, which may be used in any part of the premises, shall be rendered and maintained in a fire resistant condition. In addition no artificial smoke making machines are allowed on the premises.
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PARK CLOSURE TIMES

ALL PAVILIONS SHOULD BE VACATED HALF AN HOUR BEFORE PARK CLOSURE TIMES

Date is week commencing

3 rd	January	4.30pm		9 th	May	9.00pm		13 th	September	8.00pm
10 th	January	4.30pm		16 th	May	9.30pm		19 th	September	7.30pm
17 th	January	4.30pm		23 rd	May	9.30pm		27 th	September	7.30pm
24 th	January	4.30pm		30 th	May	9.30pm		4 th	October	7.00pm
31 st	January	4.30pm		6 th	June	9.30pm		11 th	October	7.00pm
7 th	February	4.30pm		13 th	June	9.30pm		18 th	October	6.30pm
14 th	February	4.30pm		20 th	June	10.00pm		25 th	October	5.00pm
21 st	February	5.30pm		27 th	June	10.00pm		1 st	November	5.00pm
28 th	February	6.00pm		4 th	July	9.30pm		8 th	November	5.00pm
7 th	March	6.00pm		11 th	July	9.30pm		15 th	November	5.00pm
14 th	March	6.00pm		18 th	July	9.30pm		22 nd	November	4.30pm
21 st	March	6.00pm		25 th	July	9.30pm		29 th	November	4.30pm
28 th	March	8.00pm		1 st	August	9.00pm		6 th	December	4.30pm
4 th	April	8.00pm		15 th	August	9.00pm		13 th	December	4.30pm
11 th	April	8.30pm		22 nd	August	8.30pm		20 th	December	4.30pm
18 th	April	8.30pm		29 th	August	8.30pm		27 th	December	4.30pm
25 th	April	9.00pm		1 st	September	8.30pm				
2 nd	May	9.00pm		5 th	September	8.00pm				