



## BANWELL YOUTH & COMMUNITY CENTRE TERMS & CONDITIONS OF HIRE

### INDEMNITY FROM THE HIRER

This section forms part of the Conditions of Hire. The Hirer shall indemnify and keep indemnified each member of Parish Council's employees, volunteers, agents and invitees against: -

- (a) The cost of repair of any damage made to any part of the premises including the contents of the premises.
- (b) All actions, claims, and costs of proceedings arising from any breach of the Parish Council Hiring Conditions.
- (c) All claims in respect of damages, including damage for 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.

Signed *Councillor Paul Harding* (Chairman, Banwell Parish Council)

### CLEANING AND BREAKAGES DEPOSIT

A £40 deposit is required for all casual bookings and will be returned on inspection of the centre after your booking.

### COMMUNITY GROUPS

A Community Group may hire the facilities at the rates stated above and will be offered a 50% discount if in the opinion of the Youth and Community Centre Committee that the event is directly organised to raise funds for the purposes of the Community Group. This concession may be restricted to one occasion per calendar month at the sole discretion of the Youth and Community Centre Committee

### BOOKINGS

Casual booking must be paid for in advance and bookings will not be confirmed as final until full payment is received. Full payment is required at the time of booking and payment must be received no later than four weeks prior to the booking date. The Parish Council reserve the right to accept a new booking against a set date should payment not be made as shown in our terms. Booking enquiries will only be held for 7 days to allow payment to take place. Regular hirers are required to pay in advance of their bookings by the last date in the previous month.

### ACCESS & EGRESS

The Clerk will advise the **Hirer** on the access of the Centre's keys before the event and their return at the end of the period of hire. Before **securing** the hall at the end of the period of hire, the **Hirer** is to ensure **all exit doors** (including emergency exits) are secured, all **electrical appliances are turned off** (in particular kitchen appliances) and **all lights extinguished**. The hire includes the use of the field except for the end fenced area which is out of bounds.

### CANCELLATIONS

Bookings that are cancelled with **less than 28 days'** notice from the start date of the event booked will forfeit 50% of the total hiring fee. The £40 refundable deposit for cleaning/breakages will be returned in full.

Bookings that are cancelled (or not fulfilled) with **less than 7 days'** notice from the start of the event booked will forfeit 100% of the total hiring fee. The £40 refundable deposit for cleaning/breakages will be returned in full.

If the Parish Council can rebook the date (s) and times that have been cancelled the cancellation penalty may not be applied at the discretion of the Council and a full refund may be made in these circumstances.

### GDPR

By booking the Youth & Community Centre you agree that your contact details will be retained for the period of hire and until the alarm code is changed in the building. This is in the event of a burglary where the Police might want to contact you.

### **CONDITIONS OF HIRE**

Bookings must be paid for in advance and are only applicable after confirmation by the Clerk. Any arrangements made by potential Hirers prior to confirmation of the booking are made entirely at the potential Hirer's risk.

If no confirmation has been received within five working days potential Hirer's are advised to contact Mrs Liz Shayler, The Parish Clerk via email at [clerk@banwellparishcouncil.org.uk](mailto:clerk@banwellparishcouncil.org.uk)

1. The Hirer shall only use the Hall premises prescribed in the Hiring Agreement and only for the purposes prescribed therein. The Hirer shall not sub-hired. The Hirer is to ensure no 'fly posting' or other form of unauthorised advertising is carried out for the hiring event at the Hall.

2. The following are not allowed on the premises: any illegal activity including smoking, unapproved electrical equipment, flammable substances or any other action which will render the Youth & Community Centre insurance invalid – if in doubt please speak to the Clerk
3. The Hirer shall ensure that any activities conform to current legislation including operating within health and safety guidelines. Where applicable relevant current insurance and DBS paperwork should be in place and written confirmation of the above may be requested at the discretion of the Parish Council
4. **Preparation and clearance of the centre is the responsibility of the Hirer. This includes all regular bookings. If cleaning is required, the Clerk will advise and payment will be taken from the deposit. The Hirer is liable for all breakages. If breakages exceed the deposit value the Hirer is responsible for the full amount. Breakages include loss and replacement of keys.**
5. All rubbish must be removed from the vicinity of the Youth & Community Centre, including the kitchen waste bin contents, unless other arrangements have been agreed in advance.
6. All accidents and breakages must be reported to the Clerk as soon as possible. Accidents must be recorded in the Accident Book which is located adjacent to the microwave in the kitchen.
7. It is very important, and the responsibility of the Hirer to ensure, that the capacity of the centre is not exceeded. Failure to comply could result in court action.

Room	Size (Metres)	Capacity Seated	Maximum Capacity	Square Metres
Reception / Social area with shutter to Kitchen	5m x 5m	Covid – 15 Generally, 60	Covid – 15 Generally, 60	25m <sup>2</sup>
Hall	13m x 4m 4m x 3m	Covid – 6 Generally, 20	Covid – 6 Generally, 60	64m <sup>2</sup>

4. No animals or birds expect for guide dogs are allowed in the Youth & Community Centre unless previously agreed to, please speak to the Clerk for authorisation.
5. Noise should be kept to a minimum. Excessive noise, arising from the event in the Centre, or from extraneous noise in the car park and surrounding area, cause adverse comment and bad relations with local residents. The **Hirer** is to ensure such disturbances is minimised, particularly at the end of a late evening hiring period when participants disperse.
6. The Youth & Community Centre premises including outside is a designated no smoking area, this includes the use of electronic cigarettes. The closest area where smoking is permitted is West Street Car-Park.
9. Any decision by the Parish Council shall be final and accepted along with these rules as part of the conditions of hire.
10. In the event of any dispute between the Hirer and the Parish Council, the Hirer may refer the matter to the Chair of the Parish Council for arbitration.
11. The centre should not be left unattended at any time. The Clerks details are on the notice board should you need her to return before the end of your booked time.

**The Centre should be left as one would wish to find it. All tables and chairs must be cleared away in the designated areas Please ensure that you cover set up and clean up time within your hire.**