



SELSEY TOWN COUNCIL

TERMS AND CONDITIONS

These terms and conditions apply to all hirers of the premises. The arbitrary decisions of the Selsey Town Council must be accepted by the Hirer. All decisions on the status of any Hirer will be at the sole discretion of the Town Council staff.

1. Supervision

The key-holder should provide a form of identification which shows name and address i.e.: Drivers Licence. The Hirer must be 21 years of age and must remain on the premises at all times during the hire period. The Hirer will, 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.

2. Use of premises

The Hirer shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-hire or use the premises for any unlawful purpose or in any unlawful way, nor do anything or bring onto the premises anything which may endanger the premises or contravene any insurance policies in respect thereof. Selsey Town Council has resolved:

- Smoke Machines, bouncy castles and any other inflatable over 2.4m high must not be used within the Town Hall complex or it's grounds.
- Bouncy Castles, inflatables or any other equipment may not be erected or used in the outside areas of the Selsey Centre unless for a community event and only by prior arrangement.
- Smoking is not permitted anywhere within the buildings of Selsey Town Hall Complex or the Selsey Centre.

Access to booked rooms will only be permitted at the time shown on the booking form (this includes setting up/down) customers can only use the rooms they have booked and the premises must be vacated by the finish time shown on the booking contract. Failure to vacate the premises by the allocated time, gaining early access or using rooms not booked may result in additional charges being added.

3. Licensing

The Hirer shall be responsible for obtaining Licences that may be needed in accordance with the hire. The Hirer shall comply with all conditions and regulations in respect of the premises by the Fire Authority, Local Magistrates Court, Local Authorities or otherwise and in particular in connection with any event which includes the sale or supply of alcohol, public dancing, music, or other similar public entertainment or stage performance (e.g. Performing Rights Society). A Premises Licence is in force and available for inspection. The Hirer will be deemed to have inspected the same and be aware of its conditions.

4. Alcohol Permissions

Selsey Town Hall Complex:

- The Hirer must inform The Town Council if they intend to sell alcohol at their event. An Alcohol Request Form must be completed, the conditions of which must be complied to and a declaration signed.
- If alcohol is being served but NOT being sold, then an Alcohol Request Form is not required.

Selsey Centre Complex:

- Alcohol is allowed at the Selsey Centre but it must be for the hirer's consumption and must not be sold to any other person on site.
- Hirers for community events may apply for a temporary alcohol licence after seeking permission from the Selsey Centre manager.

Alcohol cannot be given to persons under the age of 18. We reserve the right to immediately stop the event if we suspect alcohol is being served to underage persons.

5. Indemnity

The Hirer shall indemnify the Selsey Town Council against all claims for damages, compensation and/or costs for which they are legally liable, in respect of bodily injury or illness to third parties, including Town Council staff, and/or damage or loss to third party property caused by, or arising out of, or being incidental to the Hirer's use of the premises. The Hirer shall be responsible for the loss of, or damage to the premises including the fixtures and fittings and the curtilage thereof or the contents therein, for which they are legally liable during or as a result of the hiring, except where the loss or damage to the premises or the contents are as a result of the negligence of Selsey Town Council. A Commercial hirer shall take out adequate insurance against all claims arising as a result of the hire and shall produce evidence of cover on demand

6. Safeguarding, Health, Safety and Hygiene

The Hirer shall be responsible for the health and safety of their group, including any necessary risk assessment of the premises and activity, fire evacuation procedures and firefighting equipment. The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

Clubs or organisations hiring facilities to provide activities which are regulated through the provision of teaching, training, instruction, care for or supervision of children or adults at risk must provide STC details of;

- Club or organisation safeguarding policy
- Name of the club or organisation safeguarding officer
- Evidence of Disclosure and Barring Service checks completed for all coaches and Instructors

7. 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. If requested by the Council, the Hirer will supply a PAT certificate to verify the safety of the appliances to be used.

8. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Selsey Town Council as soon as possible and complete the relevant section in the Accident Book. Any failure of equipment belonging to the Town Hall must be reported as soon as possible.

9. Animals

The Hirer shall ensure that no animals (including birds), except guide dogs are brought into the premises, other than for an event agreed to by the Selsey Town Council. No animal whatsoever to enter the kitchen at any time.

10. Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of un-authorised advertisement for any event taking place at the premises. Failure to observe this condition may lead to prosecution by the Local Authority.

11. Damage Bonds

A damage waiver bond will be payable as a deposit and held by the Town Council. The deposit may be paid by card or cash, and must be received prior to keys being issued. The value of the damage waiver bond will be dependent on the purpose of the hall hire as stated below:

- Events without alcohol - £150
- Events with alcohol/teenage parties - £300

The Town Council reserves the right to request a damage bond of a greater value at the discretion of the Town Clerk. When all outstanding charges have been satisfied including any charges made to offset damages to premises or equipment during the hire period and all keys returned the bond or any remainder will be returned to the hirer after the hiring period. The value of the bond does not represent a maximum of charges that may be made. Interest will not be paid on any bond held. In eligible cases, monies will be returned within ten working days.

12. Setting Up and End of Hire

The Hirer is responsible for the setting up of all the equipment required for the booking. The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, removing all waste from the site and putting in the appropriate bins, removing all food from fridges and freezers, and any contents temporarily removed from their usual position must be properly replaced otherwise the Town Council shall be at liberty to make an additional charge. The Hirer will also be responsible for the collection of and return of the keys to the Town Council Offices or Selsey Centre (within 48 hours of event). Damage waiver bond will be returned until all keys are received by the Town Council – see point 11 above.

13. Stored Equipment

Groups or individuals can only store items in the buildings by prior agreement, and in the appropriate cupboard or storage space allocated to them with rental paid in advance. Any items found outside of these agreements will be removed for safety reasons, as at the end of each hire, the hall floor spaces are to be left completely clear. Storage space will be limited and will be allocated on a 'first come, first served' basis. Selsey Town Council accepts no responsibility for any stored equipment or other property brought onto 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 may be charged for each day or part day at the hire fee rate until same is removed. See the full Terms & Conditions on the Storage Contract Form.

14. No Alterations

No alterations or additions may be made to the premises nor may any fixtures be installed nor placards, decorations or other articles be attached in any way without the prior permission of the Town Council. The Hirer must make good any damage to the halls made by the removal of said fixtures or decorations.

15. Kitchen Use

Town Hall Complex:

- There will be no charge for the use of the kitchen if the hirer is prepared to share the use with other hirers.
- Where hirers require sole use of the kitchen a charge will apply.

Selsey Centre Complex:

- There will be no charge for the use of the kitchen for serving refreshments to the hiring organisations own members if they supply their own provisions, serve themselves and leave the kitchen in clean and tidy state.
- Any organisation using the kitchen or its equipment for fundraising or where they are charging the public for refreshments will pay for the use of the kitchen.
- A charge will also be made where exclusive use of the kitchen is required for full catering purposes.

The hirer will be responsible for providing materials to wash-up and cleaning items. The Town Council reserves the right to make an additional charge if the kitchen area is not left clean and tidy and all rubbish and food items are not removed. No children are allowed in the kitchen areas at any time.

16. Cancellations

The Town Council reserves the right to cancel the hiring in the event of:

- The premises being required for use as Polling Station for a Parliamentary or Local Government Election or By Election
- The Town Council reasonably consider that such hiring will be in breach of licensing conditions or other legal statutory requirements, or that unlawful or unsuitable activities will take place at the premises as a result of that hiring
- The Hirer failing to provide suitable evidence of Insurance or DBS check in the appropriate cases
- The premises becoming unfit for the use intended by the Hirer
- The premises being used for an emergency to accommodate victims

In any such case the Hirer shall be entitled to a refund of any monies already paid for that hiring, but the Town Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages.

A cancellation fee will be payable by the Hirer where the booking is cancelled less than one month before the hire date at a rate of 50% of the booking fee. If a hiring is cancelled less than one week before the hire date the charge will be 100% of the total booking fee.

17. Variation to Rates of Hire

The Town Council reserves the right to increase the rates of hire. One months' notice in writing will be given to all hirers.

18. Extension of the hire period

The period of hire may be extended, subject to availability, provided the hirer gives a clear 7 days' notice and completes a new booking form complete with payment. Hire cannot be extended on the day of the event.

19. Footwear

When using the facilities at The Selsey Centre appropriate footwear for the activity attended should be worn. Stilettos and studded footwear are strictly forbidden in the Dance Studio, Sports Hall and Arena areas. To avoid slippage and damage to floor surfaces and coverings, all outside footwear should be thoroughly clean and dried before entering the premises.