

TERMS & CONDITIONS

Costessey Town Council hereby agrees to hire the facilities to the organisation/person on the booking contract until further notice or cancellation by either party.

PLEASE NOTE: Under the Equality Act 2010, Costessey Town Council has a responsibility under the Public Sector Equality Duty to give due regard to eliminating unlawful discrimination, harassment, victimisation and any other conduct prohibited by the Act; to advance equality of opportunity; not to discriminate against anyone with a protected characteristic; and to foster good relations between people who share a protected characteristic and people who do not share it.

Therefore the Council reserves the right to terminate hires with immediate effect with reference to the Council's Equality Duty, or in the case of malicious damage to property, abusive / violent behaviour towards staff, any illegal activity or any other serious matter, without giving the usual two months' notice period.

1. **The Hirer** shall ensure that all persons attending the function, for which he/she/they are responsible, behave in an orderly and responsible manner and that no alcoholic liquor shall be consumed by persons under eighteen years of age or brought onto the premises.
2. **Cancellation charges.** You will need to give the Council one calendar month's notice to cancel a booking to avoid a charge. Please telephone the Council offices, but written/email confirmation will also be required. Your damages deposit will be refunded if you cancel with at least one calendar month's notice. It is important that you receive confirmation of a cancellation in writing or by email as the Town Council reserves the right to re-hire the room. For larger events we may require two months' notice to cancel a booking without a charge.
3. **A function must terminate** in time for the building to be vacated by the stipulated finishing time. After this time a **surcharge of £30.00 per hour** or part thereof will be applied. Please remember there may another event after with guests waiting in the lobby. All persons, on leaving the building after a function, must do so quietly, swiftly and respect the neighbouring residents. Gates are locked ten minutes after the end of your hire time, so you and your guests need to consider this when deciding when to finish your event and ordering taxis.
4. **Noise.** The Hirer is responsible for ensuring that noise from the event is controlled and is unlikely to cause nuisance to neighbouring properties. Noise outside the building should be monitored throughout the event. **All external doors and windows are to be closed whilst using sound amplification or during live music.** If for any reason the noise level exceeds what is considered reasonable by the responsible staff on site, then the event will be halted by staff terminating the electricity supply if the noise is not reduced to the reasonable level. In the event of this action being taken, the Town Council will not accept any liability for any loss on the part of the hirer or anybody else, arising from taking such action. No music of any kind is permitted after 10:30pm Sunday to Thursday and 11:30pm on Friday/Saturdays. Breach of this condition may constitute a breach of the licensing laws. In the event of such a breach the hirers shall indemnify Costessey Town Council against any resultant loss and/or liability, including legal costs. The hirers and those present shall not infringe any copyright or performing rights and the hirers undertake to indemnify Costessey Town Council against costs for any infringement.

Exterior hall doors and windows MUST remain closed from 10pm to ensure residents nearby are not disturbed and at all times during an event with music.

5. Special Events e.g Weddings, Christenings, Birthday parties, Seminars etc

When booking your event it is important that you discuss your requirements with the office staff and view the room. You must arrange caterers and entertainment and ensure they have enough time to set up and that there are enough tables and chairs available for your needs. Setting the room up for an event and clearing up after often takes longer than expected, you could incur extra costs as set out in 3 above if, for example, your guests, entertainer or caterers have not left by the agreed departure time. Caretakers and Town Council staffs are not available to support your event, but will meet the hirer named on this agreement at the arrival time but may not be available at other times. The hirer named on this agreement will be asked to check the room, kitchen and toilets etc are to an acceptable standard. This is your opportunity to point out anything you feel is not up to standard.

6. Damage, loss & rubbish left at the premises shall be the sole responsibility of the Hirer who shall reimburse the Council for the cost of rectification in full. The Hirer shall ensure that the premises are left in a clean and orderly state before the premises are vacated. All rubbish must be removed from the site and disposed of by the hirer. A surcharge for cleaning/rubbish will be made up to a maximum of the £60.00/£150.00 deposit.

7. Equipment (AV equipment varies at each site, ask for our guide or go to our website)

Guidance on audio/visual equipment will be given, but remember to discuss your additional requirements when booking. No leads are provided to connect your equipment to the hall equipment and you may need an adaptor. **Additional maximum two kitchen appliances** to be brought into the premises for use and must be in good working order and have been PAT (Portable Appliance Testing) tested with an up to date certificate that can be produced to the caretaker if requested. Please note that PAT testing must have been carried out on all electrical equipment before it can be used in the hall as required by The Health and Safety at Work Act 74, Management of Health and Safety at Work Regulations 99, Electricity at Work Regulations 89 and Provision of Use of Work Equipment Regulations 98. However, if this is not carried out then the hirer has sole responsibility for liability resulting from any incidents that occur.

8. Complaints. Should be made to Caretakers or Town Council staff during your event as they may be able to be resolved immediately. After an event has finished they should be made as soon as practicably possible to the Town Clerk as CCTV footage may need to be retrieved. Complaints from a guest of the hirer will be answered, but it should be noted that the agreement is with the hirer not their guest who may have different expectations.

9. Deposit. The separate deposit of £60.00/£150.00 will be refunded by cheque in the name of the person on the booking form and posted to the hirer within two weeks of the event if there was no damage/penalty. If there has been damage or loss, it will be forfeited accordingly to the extent of any costs incurred by the Town Council for any such damage or loss. The Town Council will return any balance due after the damage has been rectified. Damage in excess of the deposit will be charged to the Hirer.

10. **Security.** The Hirer shall be responsible for security during the period of hire by ensuring that only those with a legitimate connection with the Hirer or those authorised by the Council have access. The Town Council reserves the right to request a guest list.

11. **Disabled Persons.** The premises are equipped for the use of people with disabilities. Those with hearing or sight impairment, or any others who might have difficulty in hearing the fire alarm and evacuating from the premises quickly, should be accompanied by a helper to all areas of the building.

12. **Bouncy Castles.** Hirers wishing to provide a bouncy castle must seek permission beforehand from the Town Council. The hirers are responsible for the actual hire and for ensuring that the relevant insurance is obtained and produced BEFORE the event. Bouncy Castles are usually erected, supervised and dismantled by the castle's owner, but if the owner leaves the premises, supervision becomes the responsibility of the hirers. Like all rebound apparatus, bouncy castles should be used with great care and the following safety measures should be carefully checked before use:

- (a) Permission for children to use the bouncy castle should be obtained from the appropriate parent or guardian.
- (b) Equipment should be in good order high-sided integral padded walls should be provided on three sides to prevent children falling over the edge on to the ground, with the fourth side open for access and observation.
- (c) A sloping safety apron or thick mattresses should be provided at ground level along the open side and a sufficient number of adults should be situated at intervals to assist children climbing on and off and to prevent them falling over the exposed edge when bouncing.
- (d) The number of children bouncing at any one time should be kept sufficiently low to reduce the possibility of children colliding with each other. Children of a very young age should be carefully supervised since they may not have the awareness of body position and orientation that older children will have. It is therefore advisable to have children of a similar size using the apparatus at any one time.

13. **First Aid. Hirers must provide their own equipment.** Please contact a caretaker or member of staff if an accident occurs as the Accident Book needs to be completed.

14. **The Hirer** shall indemnify the Town Council against all third-party liability arising during his/her/their use of the premises. Certain hirers will be asked to provide a copy of their public liability insurance.

15. **Kitchen equipment varies**, but an oven, fridge, microwave, constant hot water boiler and cups/mugs/plates and glasses are provided. Hirer's need to bring cutlery and additional items. **Max two additional kitchen appliances.**

16. **The following are not allowed:** Use of sand and water for play, silly string, party poppers, bubbles, smoke machines, laser mist etc. Anything of a similar nature requires written permission from the Town Council when the booking is made. **No wall decorations or fixings allowed.**

17. **Fire Exits & Alarms.** The Hirer is required to keep all Fire Exits clear. Notices are displayed for action to be taken in the event of fire. Please read the enclosed fire procedure instructions. Any fee incurred by the Town Council for an unnecessary call out will be charged to the hirer.

18. **Food Hygiene Regulations**

Where food and/or drink is prepared or served the hirers must ensure it is done in a way which complies with the relevant Food Safety or Hygiene Acts or any subsequent addition or amendment to those Acts. Please also ensure that refrigerator doors are kept tightly closed at all times. Nothing sweet should be left on work surfaces in the kitchens as this attracts ants. For health and safety reasons, if urns are used, please leave any remaining water in the urns for cleaning staff to empty. Barbecues are not permitted on any part of the Council's premises and grounds, which includes the whole of the car parks and the recreation grounds, unless permission has been given by the Town Council.

19. **Children.** – You must not allow children into the kitchen area or play/loiter around doorways for safety reasons. Children must be under the supervision of responsible adults at all times.

20. **Candles etc** No confetti/glitter balloons candles / joss sticks / naked flames may be lit inside the hall except for birthday candles on a cake.

21. **Car Parking.** The hirer must ensure their group park their vehicles within the designated spaces in the car park. Parking is **strictly prohibited** in all other areas.

22. **Storage** – Under no circumstances should hirer's equipment be left on site. Lost property is kept in the office for 14 days before given to the Police or a charity. Remember to clear contents from the fridge/freezer and take home all food. Regular hirers have an agreement to store equipment at their own risk. This is not available for other hirers to use. Any arrangement to borrow equipment from a regular hirer is not an agreement supported by the Town Council.

23. **Guest Wi-fi** Code is CTC-Guest – There are no guarantees with internet quality.

24. **Bar Facilities** and the provision and sale of ALL drinks is the responsibility of the licensee Mike Urry who will provide a bar. Book via whitwellstation.com If you have any queries Tel: 01603 871694 or 07733 328840 or mikeurry@mac.com

Soft drinks must be purchased from the bar if one is provided. Under no circumstances is alcohol to be brought onto the premises for either sale or consumption without consent from Mike Urry. Please discuss arrangements with him before you commit to room hire. Profits from the bar are shared with 80% going to the Whitwell & Reepham Railway Preservation Society Ltd and 20% to the Town Council.

CCTV in operation at all premises

**Useful telephone numbers - Caretakers and after office hours emergency 07855 695731
Town Council Office 01603 742958 (office hours) - Licensee Mike Urry 07733 328840**

EMERGENCY ACTION PLAN FOR HIRERS

As a hirer of these premises you have legal duties with regard to the safety of the people who attend the meetings and events for which the hire is made.

NB: If the fire alarm sounds whilst you are on the premises you must all evacuate the building, even if you know that the event is a planned fire drill. Call the Emergency Services and ring the number you were given by our caretakers.

You should make sure that you know:

- what to do if there is a fire (see the fire action notices near the exits)
- how to warn people
- how to evacuate people safely
- arrangements for contacting the emergency services
- the emergency escape routes from the premises (bearing in mind that there may be some which you would not normally use, but might need to in an emergency) The first floor at the Costessey Centre has an EVAC CHAIR.
- the safe place outside the building where people should assemble following an evacuation, so that you can check that everyone is accounted for

You need to decide for your own group or organisation:

- who will be responsible for checking toilets, kitchens and cloakrooms (if it is safe to do so) to make sure that no-one is left inside
- how you will make sure that any people with disabilities are helped from the premises
- how you will deal with people, especially children, once they have left the premises

Everyone who attends your meetings and events should be made aware:

- that there is no smoking or vaping allowed anywhere on the premises
- how the alarm will be raised if a fire is discovered
- who will take charge in the event of an emergency
- where the emergency exits are
- where to assemble once they have left the building
- that, in the event of an emergency, they should not stop to collect their belongings but should leave immediately

When your group or organisation is using the premises, you are responsible for ensuring that:

- all escape routes and exits are kept clear
- the no smoking or vaping policy is obeyed
- no naked flames are started (unless authorised and controlled, e.g. cake candles)