### **Uckfield Town Council**



## **VENUE HIRE**

### **CONDITIONS OF USE AND HIRE**

### THE CIVIC CENTRE, UCKFIELD

- All correspondence regarding bookings should be addressed to:

  Uckfield Town Council, The Civic Centre, Uckfield, East Sussex. TN22 1AE

  Tel: 01825 762774

  Email: admin@uckfieldtc.gov.uk
- 2 VENUE

In all correspondence, advertising and publicity, users must refer to the venue as: The Civic Centre, Uckfield. East Sussex. TN22 1AE.

3 REGULATIONS

All users are bound by the rules and regulations governing use of the accommodation which are deemed to be incorporated in these conditions.

4 BOOKING PROCEDURE AND PAYMENT OF CHARGES

The following procedure for bookings and payment shall apply to all bookings other than regular weekly and monthly hirings, for which separate arrangements will apply.

- a Provisional bookings will only be accepted and held open for a period of 14 days, during which time the hirer must complete a booking form which will be generated from the information given by the hirer at the time of the booking enquiry. Provisional bookings not confirmed within 14 days will be deleted from the diary.
- b i All charges are with effect from 1 April each year and where a booking is for a date or dates after the date on which the charges come into effect, those charges will be applicable to the hire
  - Where the charges are increased by more than 10%, the Council shall advise the hirer in writing of the increase (to be sent to the address stated on the booking form). The hirer shall have the right to cancel the booking within 14 days of the date of the written notice. Thereafter, the hirer shall be deemed to have accepted and shall be bound by the new scale of charges as if such had been agreed at the time of the original booking.
- The Council shall invoice the hirer in the month prior to the hire date for the hire charges as confirmed on the completed and signed booking form. Such invoice must be paid at least 14 days before the date of hire, otherwise, the Council shall have the right to cancel the booking. Payment by credit/debit card, both online and in person, is accepted, and cash payments can still be taken. Please note, however, that we no longer accept payment by cheque.
- Any additional charges due from the hirer shall be invoiced to the hirer by the Council as soon as practical but within 7 days of the date of the booking. The Council may at its discretion issue an interim invoice or invoices. Payment of such additional charges shall be due to the Council within 14 days of the date of the invoice(s). The term "additional charges" shall include all costs due from the hirer for catering, audio-visual equipment used, breakages, damage, additional hire time (i.e., where the hirer enters or leaves the building before or after the time specified on the booking form), for additional caretaking time when the hirer has left the premises in an unacceptable condition or for any other item as referred to in these conditions. Again, payment by cheque is no longer accepted.
- e The Council issues monthly statements to all hirers with outstanding invoices, and will

actively pursue payment for invoices that are more than 30 days overdue. The Council has a policy of referring invoices outstanding for more than 120 days to a debt collector for recovery.

### f i CANCELLATIONS

Cancellations can be made by telephone (Bookings 01825 762774) or by email: <a href="mailto:admin@uckfieldtc.gov.uk">admin@uckfieldtc.gov.uk</a> or in person by visiting the Council Offices.

- ii Cancellations should be made at least 15 days before the actual date of the booking.
- iii Cancellations made within 14 days of the actual date of the booking will incur the full cost of the hire charge as previously invoiced.
- iv The Council reserves the right to cancel a booking if it is found that the information as to the proposed use, maximum number of persons attending or any relevant factor given at the time of the booking, was incorrect.
- The Council reserves the right to cancel a booking if there is an outstanding invoice for the date of hire, or if the hirer has other invoices outstanding for previous bookings.
- vi The Council reserves the right to cancel a booking if, for reasons totally beyond the Council's control, the Council is unable to provide the facilities on the hire date. All hire charges will be refunded and that will be the extent of the Council's liability.
- vii The Council reserves the right to cancel a booking for the Green Room if this room is then required in conjunction with a booking for the Weald Hall. Every effort would be made to find alternative accommodation within the Civic Centre for the booking to be cancelled, and this would be charged at the same rate as the Green Room.
- viii The Council reserves the right to cancel a booking for Half Weald Hall should a booking for the whole Weald Hall be received. A booking for the whole Weald Hall will take precedence over a partial room requirement, although cancellation notice of two months will be given where possible.
- ix The Council reserves the right to cancel bookings in the Council Chamber if the room is required for an additional Council or Committee meeting that could not previously have been foreseen. Every effort will be made to find alternative accommodation within the Civic Centre for the booking to be cancelled. The Council will advise the hirer that their booking has had to be moved.

### PURPOSE OF HIRE AND SUBLETTING

The hirer shall not, without previous consent in writing from the Council, use the accommodation for any purpose other than that stated on the booking form, and the hirer shall not, without previous consent in writing from the Council, under-let or part with possession of the accommodation or any part thereof to any other person or organisation.

# MAINTENANCE OF GOOD ORDER

5

6

The hirer is responsible for the maintenance of good order and ensuring adequate responsible persons for the proper supervision of the function. The hirer shall ensure that no undesirable person be permitted to enter, remain or otherwise make use of the accommodation. The Council reserves the right to remove or cause to be removed any person from the accommodation without giving reason for doing so.

### 7 a EMERGENCY EVACUATION PROCEDURES

The hirer is responsible for ensuring that fire safety and evacuation procedures are conveyed appropriately to everyone who will be attending their function, and for ensuring that in the event of an emergency everyone attending their function evacuates as quickly as possible to the fire assembly point on **Luxford Field**. Further details are located in the Emergency Procedure and Housekeeping booklet located in every room. Please ensure the meeting host reads and understands the booklet at the start of every room hire.

b If you require additional information concerning fire evacuation procedures, please contact the Council Offices on 01825 762774.

# 8 PERSONAL INJURY AND LOSS OF/OR DAMAGE TO PROPERTY

The use of the Civic Centre and the equipment and facilities is permitted entirely at the user's own risk and the Town Council shall not be liable for any personal injury to any user or for any loss or damage to any user's property (whether he/she be the hirer, employee, invitee or associate of the hirer).

# 9 CATERING SERVICES

Catering facilities within the Civic Centre are operated by Luxfords Restaurant. Full details are available from Luxfords Restaurant on 01825 761659. Sample menus and a catering form will be sent out with your booking form. You must not bring in your own food.

# 10 a LIQUOR LICENCE

11

16

Luxfords Restaurant has a full on-licence. Full details are available from Luxfords Restaurant on 01825 761659. You must not bring in your own alcohol.

b Use of the bar for evening functions is subject to a £150 charge where bar takings are less than £150.

#### BROADCASTING OR FILM RIGHTS

No person or body hiring any part of the Civic Centre shall grant broadcasting (sound or television) or film rights without prior written consent of the Town Clerk. If such consent is given, the Council reserves the right to take part in any negotiations, to be party to the terms and conditions of any agreement reached, and to share in any income and publicity derived therefrom.

# 12 PUBLIC PERFORMANCE AND COPYRIGHT WORKS

There shall be no infringement of copyright during the period of hiring and the hirer hereby agrees to indemnify the Council in respect of any liability arising from any infringement. The hirer shall comply with the requirements of the Performing Rights Society (PRS) in relation to all musical work in the Society's repertoire.

# 13 MUSIC AND DANCING

The hirer shall observe all Acts of Parliament, Regulations and Byelaws applicable to public entertainment including music, singing and dancing in public spaces.

# 14 NO SMOKING

Smoking and vaping are not allowed within the Civic Centre. Ash bins have been provided outside the front of the building. Smokers are reminded to dispose of their smoking-related litter responsibly.

# 15 SERVICES AND ALTERATIONS

No additions or alterations shall be made to the water, gas or electrical services and no structural or other alterations shall be made to the fabric of the building, nor to any of the installations, furniture, fixtures, fittings or other property of the Civic Centre. No equipment or materials requiring attachment to the fabric of the Civic Centre shall be installed except with the prior express permission in writing of the Town Clerk, and upon such terms and conditions as shall be stipulated and to the entire satisfaction and under the supervision of the Town Clerk.

Should a hirer wish to bring any additional electrical equipment into the Civic Centre, then all such equipment must be covered by a current Appliance Test Certificate and the hirer may be required to produce the certificate.

## MAKING GOOD OF DAMAGE

The cost of making good any damage from the breach of Condition 15, as of any other of the conditions, shall be determined by the Town Clerk, whose decision shall be final and such costs shall be payable by the hirer within 14 days of being sent a written demand for payment.

# 17 EXITS AND ENTRANCES

All emergency exits shall be kept permanently unlocked during the period of hire and the hirer shall not close or block any other entrances or exits to the Civic Centre (internal or

external).

- a Where catering is provided for functions on the first floor, the hirer must ensure that the lobby and corridor are kept clear at all times. Delegates and guests should, wherever possible, take their refreshments into the room hired.
- b Reception tables or display tables must <u>not</u> be placed in the foyer on the ground floor under any circumstances. The foyer must be kept clear at all times. Civic Centre caretakers will remove or ask to remove any tables placed in the foyer or corridors.
- c Where large groups of people must gather or queue in the foyer prior to the time of the room hire, the hirer must ensure that the group or queue is orderly and does not block the foyer. If the group or queue is not adequately controlled, the Council reserves the right to clear the foyer and insist that the group waits outside the building until the time of the booking.

#### 18 RIGHT OF ENTRY

The Town Council reserves (for any authorised officer whether of the Council, Police, Fire or other statutory authorities) the right of entry at all times to the Civic Centre and the right to require the hirer to refuse admission to, or remove from the Civic Centre, any disorderly person or persons or any article which, in the opinion of the Town Clerk or authorised agent or officers, may cause danger or damage to the Civic Centre or the users thereof.

### 19 INDEMNITY AND INSURANCE

The hirer shall be liable for and shall indemnify the Council against any liability, loss, claim or proceedings whatsoever arising under any statute or at any common law in respect of any default or injury howsoever or by whomsoever caused or to any persons which shall occur whilst such person is in or upon any part of the premises, or in respect of any loss or damage suffered or sustained by any person in consequence of any such default or injury other than arising from the Council's negligence.

- a The Council reserves the right to require any hirer to produce evidence that the necessary insurances, method statements, evidence of PAT testing etc., referred to in Condition 19 hereof have been taken out and are in force at all material times.
- b Hirers are advised to consult their insurers to safeguard themselves in the event of their being held liable for any claim, demand, action or proceedings in this connection.

# 20 FLYPOSTING

The practice of displaying posters on vacant shop premises, street furniture, builders' hoardings, trees, etc. without the consent of the local planning authority is illegal and makes the offender liable, on summary conviction, to substantial penalties. The unauthorised display of posters may result in the cancellation of the hiring to which the posters refer, and would certainly be taken into account when considering future bookings of any Town Council premises.

## 21 LOTTERIES, RAFFLES AND GAMING

No gaming, betting games or lotteries shall be carried on, or allowed to be carried on in the Civic Centre, except those games made unlawful by the Betting Games and Lotteries Acts, and then only if the appropriate statutory provisions are complied with.

## 22 COMPLAINT

Any complaint by the hirer in respect of the use of the Civic Centre or of the arrangements herewith shall be made to the Town Clerk in writing within 7 days of the date of hire.

## 23 CHANGE OF REGULATIONS

The Council reserves the right to amend these Conditions and Regulations at any time (providing the hirer shall be notified of any such changes) and the Conditions in force at the date of hire shall be those applicable thereto.

**Note:** Reference to the Council in these conditions shall refer to all action taken by its Town Clerk or any other duly authorised Officer.