BILLINGSHURST Community & Conference Centre

Standard Conditions of Hire

1. **Supervision**
   - Bookings can be made by hirers over the age of 18 only and will be deemed responsible for ensuring compliance to the conditions of hire.
   - The hirer shall, 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. As directed by the centre manager, the hirer shall make good or pay for all damage (including accidental) to the premises or to the fixtures, fitting or contents.

2. **Times and use of premises**
   - The hirer shall not use the premises for any purpose other than that described in the booking confirmation form and shall not sub hire or allow the premises to be used for any unlawful purpose or in a way which may endanger the same or render any insurance invalid.
   - Hirers and their group should refrain from arriving at the Centre earlier than the commencement of their booking.
   - Rooms must not be entered before the time stated on the booking confirmation form and similarly must be vacated by the time stated. If any hire exceeds the agreed times, the Centre reserves the right to charge additional one hours hire fee, and in the case of hirers who repeatedly exceed the agreed times, to cancel or refuse to accept further bookings.
   - The hirer and their parties must only use the rooms hired as per the booking confirmation.
   - Local non-commercial hirers will be expected to set up and tidy away any furniture and equipment used during their booking. This should be carried out during the confirmed times on the booking confirmation.
   - Hirers supplying their own refreshments and catering are expected to clean and clear away all used crockery and cutlery. A charge will be implemented to hirers who fail to comply.

3. **Single Bookings, regular hirers, and invoicing**
   - Provisional bookings are accepted and will be held for 2 weeks only. If confirmation is not received after that time, the booking will be cancelled automatically.

   - Full payment must be made within 30 days of hire, the Centre reserves the right to charge additional administration costs in the event of non-payment. Payment should be made by BACS, Cheque or Cash, as detailed on the invoice.

   - From 1st April 2025, hirers (regular users aside) will be required to pay a 50% deposit on receipt of a booking confirmation to secure their booking. Should the event be unable to take place, and cancellation is made within our terms, a full refund will be made. Failure to pay the deposit within 1 week will result in an automatic cancellation or hire.

   - Party hirers will be expected to pay for their booking in full two weeks in advance, failure to do so will result in an automatic cancellation of hire.
   - **Please note that we are unable to accept any teenage, 18th, or 21st birthday parties.**

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4. **Maximum Capacity**
   The hirer agrees **NOT** to exceed the maximum permitted number of people including the organisers/performers:

   - **The Main Hall** – Theatre style 165 people maximum, cabaret 120 maximum, boardroom 50 maximum.
   - **The Stanley Room** – Theatre style 54 people maximum, cabaret 36 maximum, boardroom 25 maximum.
   - **The Barnes Room** – Boardroom seating 14 maximum.
   - **Council Chamber 1** – Theatre style 40 people maximum, cabaret 20 maximum, boardroom 22 maximum.
   - **Council Chamber 2** – Theatre style 40 people maximum, cabaret 20 maximum, boardroom 22 maximum.
   - **Council Chambers 1&2** (dividing wall down) Theatre 90 maximum, boardroom 60 maximum, boardroom 44 maximum.

5. **Insurance and Indemnity**
   The Hirer shall be liable for:

I. the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises

II. all claims' losses, damages and costs made or incurred by the Council as Trustee, their employees, volunteers, agents, or invitees in respect of damage or loss of property or injury to persons arising because of the use of the premises (including the storage of equipment) by the hirer and

III. all claims, losses, damages and costs made against or incurred by the Council as trustee, their employees, volunteer, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the hirer, and subject to sub –clause (b) the hirer shall indemnify and keep indemnified accordingly the Council as Trustee and its employees, volunteers, agents and invitees against such liabilities.

   a. The Billingshurst Centre shall take out adequate insurance to insure the liabilities described in sub-clauses (a) (i)above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub clauses (a) (ii) and (iii) above. The Billingshurst Centre shall claim on its insurance for any liability of the hirer hereunder, but the hirer shall indemnify and keep indemnified the Council as Trustee and its employees, volunteers, agents, and invitees against (a) any insurance excess incurred and (b) the difference between the amount of liability and the monies received under the policy.
   b. Where the Billingshurst Centre does not ensure the liabilities described in sub-clauses (a)(ii) and (iii)above, the hirer shall take out adequate insurance to ensure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Centre Manager. Failure to produce such policy and evidence of cover will render the hiring void and enable the Centre Manager to rehire the premises to another hirer.

   The Billingshurst Centre is insured against any claims arising out of its own negligence.

6. **Gaming, Betting and Lotteries**
   The hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting, and lotteries.

7. **Music Copyright Licencing**
   The hirer shall ensure that the Billingshurst Centre holds relevant licences under Performing Right Society (PRS) and the phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence. The Billingshurst Centre hold a license for Live music with no admission charges.

8. **Film**
   Children shall be restricted by the hirer from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

9. **Emergency Procedures**

   - Fire exits must always be kept clear from obstructions, this includes the Foyer.
   - If you discover a fire, immediately operate the nearest fire alarm call point, and leave the building.
   - Call the fire services – dial 999.
   - Proceed to the assembly point as directed on the fire notices displayed on the premises.
   - If you hear a fire alarm, immediately leave the building, and proceed to the assembly point as directed on the fire evacuation procedures notice displayed on the premises.

10. **Noise**
    The hirer shall insure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

11. **The sale and/or consumption of alcohol**
    The sale of alcohol is conducted under the Premises Licence held by the Centre; Hirers may use the Centre's Licence for this purpose by prior arrangement and upon payment of a fee. The hirer is to ensure that alcohol is sold only to those aged 18 or over, and proof of age should be requested if the hirer is in any doubt. Furthermore, the hirer is to refuse the sale of alcohol to anyone who is demonstrating signs of intoxication. The consumption of alcohol by those under the age of 18 is forbidden and the hirer is to ensure that this restriction is observed. Alcohol must not be sold by persons under 18.

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12. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The hirer shall ensure that to avoid disturbing the centre's neighbours and avoid violent or criminal behaviour that care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003

13. Health and Hygiene

The hirer shall, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and thermometer. All food must be removed from fridges at the end of hire and any spills or food debris cleaned up and disposed of in the supplied bins.

14. Electrical Appliance Safety

The hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

15. Stored Equipment

The Billingshurst Centre accepts no responsibility for any stored equipment or other property brought on to 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 will be charged for each or part or part of a day at the hire fee per hiring until the same is removed.

The Billingshurst Centre may, use its discretion in any of the following circumstances:

- Failure by the hirer to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.
- Failure by the hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Council as Trustee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit and charge the hirer any costs incurred in storing and selling or otherwise disposing of the same.

16. Smoking

Smoking and vaping are not permitted on the premises at any time. Designated areas at the front and rear of the building are available with appropriate bins to dispose of cigarette waste.

17. Accidents and Dangerous Occurrences

Any failure of equipment belonging to the Billingshurst Centre or brought in by the hirer must be reported as soon as possible. The hirer must report all accidents involving injury to the public to the Centre Manager as soon as possible and complete the relevant section in the Centre's accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Centre Manager will give assistance in completing this form and can provide contact details.

18. Explosives and Flammable Substances

The hirer ensures that:

- Highly flammable substances are not brought into or used in any part of the premises and that no internal decorations or a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Centre Manager.
- No decorations are to be put up near light fittings or heaters.
- The use of smoke machines is prohibited.

19. Heating

The hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Council as Trustee. Portable liquefied propane gas (LPG) heating appliances shall not be used.

20. Animals

Animals are allowed on site at the Centre managers discretion. Owners will accept full responsibility during their hire period and whilst moving around the Centre. No animal shall be permitted to enter the kitchen at any time.

21. Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify and keep indemnified of the Management accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

22. Sale of Goods

The hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organisers name and address and that any discounts offered are based only on manufacturers' recommended retail prices.

23. CCTV

CCTV is always in operation on these premises including the car park for the purpose of crime prevention.

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24. Cancellation Policy

- Cancellation of a booking will not incur a charge if made in writing no less than 1 month before the booking is due to take place.
- Bookings cancelled at less than 1 months' notice will be charged 25% of the total hire fee.
- Bookings cancelled at less than two weeks' notice will be charged 50% of the hire fee.
- Full payment will be required if cancellation is made 48 hours or less before taking place.

The Billingshurst Centre reserves the right to cancel a hiring by written notice to the hirer in the event of:

- The premises being required for use as a Polling Station for a Parliamentary or Local Government election by-election.
- The Council as Trustee reasonably considering that (i) such hiring will lead to a breach of licencing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises because of this hiring.
- The premises becoming unfit for the use intended by the hirer.
- An emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.
- In any such case the hirer shall be entitled to a refund of any deposit already paid, but the Billingshurst Centre shall not be liable to the hirer for any resulting direct or indirect loss or damages whatsoever.

25. End of Hire

The hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition and any contents temporarily removed from their usual positions properly replaced, otherwise the Centre shall be at liberty to make an additional charge.

26. No Alterations

No alterations or additions may be made to the premises nor may any fixtures be installed, or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Centre Manager. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Billingshurst Centre remain in the premises at the end of the hiring. It will become the property of the Billingshurst Centre unless removed by the hirer who must make good to the satisfaction of the Council as Trustee any damage caused to the premises by such removal.

27. No Rights

The hiring agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the hirer.

28. Use of the Stage Office, Sound & Lighting

The hirer must ensure that the stage office must not be used for any other purpose than the control of the electrical equipment. Under no circumstance must anything be placed in the office or be used as a store at any time. Should any unauthorised items be placed in the stage office, the Centre Manager reserves the right to remove that equipment. Agreement to use and operate the equipment from an outside party will only be granted to competent, experienced individuals and the hirer will provide a name and contact details. The hirer will be responsible for the care of all equipment and will be liable for the cost of repair or replacement of damaged equipment. Equipment must be left as found.

29. Car Parking and Bicycles

- Hirers are entitled to park on the site carpark where space is available.
- Car park space can be used during the period of hire only and subject to spaces being available. No guarantee of availability will be given.
- Any cars, bicycles and property are left at the owner's risk, the Council as trustee accepts no liability for any damages or losses whilst using the car park.
- Bicycles should be parked outside in the cycle rack located near the Centre's front entrance.
- Bicycles including fold-up are not permitted inside the Centre at any time.

30. Variations to Rates of Hire

The Centre Management reserves the right to increase rates of hire if they give the hirer one month's notice in writing. This increase is usually implemented annually on the 1st of April.

31. Complaints Procedure

Complaints can be made in writing to supervisor@billingshurst.gov.uk

Billingshurst Community and Conference Centre reserves the right to amend these Terms and Conditions without notice.

We the undersigned accept these terms and conditions.

Signed …….. Print Name …….. Dated…….