



Wootton Bassett Town Council

Conditions of Hire 2009-2010



Rooms for Hire at the Civic Centre, Station Road, Wootton Bassett SN4 7DZ

DEFINITIONS

- “Hirer” means the person/s named as the Hirer on the Booking Form.
- “Booking Application Form” means the booking form to be completed by any person/s wishing to apply to hire facilities at the Civic Centre and attached to these Conditions of Hire.
- “Booking Fee” means the payment to be made by the Hirer to the Council in respect of the Period of Hire
- “Civic Centre” means the Civic Centre, Station Road, Wootton Bassett, SN4 7DZ.
- “The Council” means Wootton Bassett Town Council, Cascade, 117 High Street, Wootton Bassett, SN4 7DZ.
- “Booking Clerk” means the employee of Wootton Bassett Town Council who deals with bookings of the facilities at the Civic Centre. They are based at the Council Offices.
- “The Council Offices” means the offices of the Council at 117 High Street, Wootton Bassett, SN4 7DZ.
- “The Facility Hired” means the Ground Floor, Middle Floor or Council Chamber at the Civic Centre or any combination of them.
- “Period of Hire” means the period which has been confirmed in writing by the Booking Clerk to the Hirer.

1. APPLICATIONS FOR HIRE

Applicants for the hire of any part of the Civic Centre must complete the Booking Application Form. Where a provisional booking request is made by telephone the Booking Application Form must be completed and returned to the Bookings Clerk within 14 days and in all cases prior to the start of the Period of Hire. Booking Application Forms must be returned to the Bookings Clerk at the Council Offices. **BOOKINGS ARE NOT CONFIRMED UNTIL THE BOOKING CLERK HAS ISSUED WRITTEN CONFIRMATION.**

2. WHO IS THE HIRER?

The individual/s who are named on the Booking Application Form will be the Hirer once the booking is accepted by the Council.

He/she/they will be personally responsible in full for compliance with these Terms and Conditions of Hire and all payments due even if they are making the booking to enable a club or an organisation of any kind to use the facilities.

3. SCALE OF CHARGES

The charges are applicable at the proposed date of hiring and are as follows:

Please note time must be allowed for setting and clearing up within the booked time.

CATEGORY 1

Private Function or Commercial Organisations

GROUND/MIDDLE FLOOR	per hour	£19.50
Singing, dancing or alcohol	per hiring	£5.80
DEPOSIT		£100.00

Please note that all Category 1 bookings should pay their full remittance.

CATEGORY 2

Registered Charities and local voluntary or interest groups operating within, or for the good of the Community

GROUND/MIDDLE FLOOR	per hour	£7.90
Singing, dancing or alcohol	per hiring	£5.80
DEPOSIT		£100.00

CATEGORY 3

Children's Parties - Up to and including eleven year olds

GROUND & MIDDLE FLOOR	per hiring 2 hours	£19.00
	per hiring 3 hours	£24.00

CATEGORY 4

Luncheon Clubs

GROUND & MIDDLE FLOOR	per hiring (up to 6 hours)	£12.00
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NB. Council Chamber £7.90 per hour subject to council agreement

4. DEPOSITS

All users shall £100.00 deposit to the Council. Such deposits shall be paid when the Booking Application Form is submitted.

If the application for hire is not accepted the Council will return the deposit without delay.

If the application for hire is accepted the Council will retain the Deposit of £100.00 and may use the Deposit as a contribution to any sums due from the Hirer pursuant to this Agreement.

5. WHEN AND HOW TO PAY THE BOOKING FEE

- a. For a single date booking the booking fee must be paid in full to the Council before the hiring commences.
- b. For a multiple date booking the hire fees will be invoiced by the Council to the Hirer and must be paid within 14 days of the date of the invoice from the Council.
- c. Payments by cheque. All cheques should be made payable to Wootton Bassett Town Council.
- d. Payments by debit or credit card. The Council accepts most major credit and debit cards (but not American Express). Payments by debit card are not subject to a fee. Payments by credit card will attract a fee of 2% of the amount paid plus VAT. This will be collected when the payment by credit card is made.

If a payment is made with a card which you have told the Council is a debit card but it is, in fact, a credit card then the Council will treat the fact that you made the payment by card as your authority to deduct the fee of 2% of the amount paid by card plus VAT from that credit card. The Council will send you a receipted invoice for the fee after the payment has been taken.

6. INTEREST

Interest is payable on all hire fees paid late at the higher of the rate of 8% and 4% above the base rate at the relevant time of HSBC Bank and will be charged from the date the payment was due until it is actually paid.

7. BOOKINGS WHICH OVERRUN THE HIRED TIME

1. Hirers must allow enough time when booking to allow for setting up and clearing up. The Council require the Facility Hired to be in the condition required by these Conditions of Hire by the end of the Period of Hire.
2. If the Facility Hired is not vacant and cleaned in accordance with these Conditions of Hire by the end of the Period of Hire the Hirer will pay a further hire fee at the rate of 150% of the hourly rate applicable to the original booking for each hour or part thereof that the Facility Hired is not vacant.

8. CANCELLATION

1. BY THE HIRER

One date Period of Hire

The Hirer may cancel the booking of a one date Period of Hire on giving not less than 5 working days notice in writing prior to the date of the Period of Hire to the Bookings Clerk. In such event any Booking Fee and Deposit will be repaid to the Hirer.

In the event of cancellation by the Hirer less than 5 workings days prior to the date of the Period of Hire the Booking Fee will be forfeit to the Council and will not be refundable. The deposit will be refunded.

Multiple date bookings

The Hirer may cancel any dates in a multiple date booking by giving not less than 5 working days notice in writing prior to the booking date which is to be cancelled to the Bookings Clerk.

In the event of cancellation less than 5 working days prior to the date of hiring which is to be cancelled the Hirer will pay to the Council 100% of the relevant Booking Fee in respect of the cancelled booking.

2. BY THE COUNCIL

If the Council has to cancel the booking for any reason:

1. It will give the Hirer as much notice as possible.
2. It will refund any deposit and prepayment made without delay.
3. It will not be liable for any other losses the Hirer may incur as a result of the cancellation.

9. ALTERATION OF HIRE VENUE

The Council reserves the right to alter the hire venue to the Memorial Hall, Station Road, Wootton Bassett in which event.

1. The Hirer will not be required to pay any additional charges.
2. The Council will give the Hirer as much notice as reasonably possible of the change in venue and in any event not less than 48 hours notice.
3. The Council will not be liable to the Hirer for any losses/expenses the Hirer may incur.
4. These Conditions of Hire shall remain in full force and effect and apply to the hiring at the substituted venue.

10. MAXIMUM NUMBERS

Attendance at any function shall be limited as follows:

Type of Function	Number of People	
	Ground/Top Floors	Middle Floor
a. Used for Dancing	75	100
b. Functions utilising tables and chairs	50	75
c. Purposes combining (a) and (b) above	50	75
d. Standing or closely seated audience	75	100

11. PERMITTED HOURS

The Civic Centre holds an indoor Sports and Entertainments Licence which has the following hours and days of opening. Hire periods must not extend beyond these times:

Monday to Friday	09.00 to 01.00 hours
Saturday	09.00 to 24.00 hours
Sunday	09.00 to 22.30 hours

12. Hirers are not covered by the Performing Rights Society and should make their own arrangements in this respect.

13. DECORATIONS

Decorations, posters etc. shall not be put up without prior written permission from the Town Clerk.

14. FURNITURE

Furniture and Fittings - no alterations or additions shall be made to the lighting, heating, seating, fixtures or other arrangements of the halls except by written authority of the Town Clerk. Hirers shall arrange chairs and other equipment to their requirements and replace them at the end of the Period of Hire.

15. PASSAGEWAYS/STAIRS

All passage ways, stairways and exits at the Civic Centre to which the public have access shall be kept free from obstructions at all times.

16. BALLOONS

The use of gas filled balloons is prohibited.

17. INFLAMMABLE/EXPLOSIVE ITEMS

No items of an inflammable or explosive character, or any article producing an offensive smell, or any oil, electric, gas or other engine shall be brought into the Civic Centre, without the previous written consent of the Town Clerk.

18. NO SMOKING

No smoking inside the Civic Centre building. A cigarette bin is provided by the front door.

19. CLEANING

The Hirer is responsible for clearing up and disposing of rubbish in the bags or bins provided, please use recycling bins where applicable. Crockery, cutlery etc. must be left in a clean and tidy condition.

20. ALCOHOL

The sale of intoxicants is not permitted at the Civic Centre unless a licence has been obtained by application to the Licensing Magistrates. Hirers must inform the Council at the time of booking if intoxicants are to be consumed during the Period of Hire.

If alcohol is to be sold during the Period of Hire it is the responsibility of the Hirer to obtain a licence and to provide the Council with a copy of such licence before the start of the Period of Hire.

21. ORDERLY CONDUCT

Hirers shall be responsible for the maintenance of good order at all times during the Period of Hire.

22. FIRE SAFETY

1. Hirers shall comply with all Fire Regulations currently in force.
2. At all times while members of the public are present, the hirer shall arrange for the attendance of a minimum of:

Meeting	One Steward
Dance and Dining	Two Stewards
3. **The names on the Booking Application Form will be deemed to be steward unless agreed otherwise with the Council in advance of the start of the Period of Hire and he/she will also be responsible and comply with all Fire Regulations and for fire safety during the Period of Hire.**In case of meetings, the steward shall be deemed to be the Hirer unless other notification is received in writing.
4. The **Hirer shall** familiarise themselves with the location of fire alarms, extinguishers and escape routes and the First Aid box which is in the cleaning cupboard in the Civic Centre Foyer.
5. There is a fire escape door on each floor.
6. **Hirer will be responsible to keep the list of the people attending the event or meeting**
7. **It is the responsibility of the Hirer to make sure that all electrical equipment brought to the Civic Centre during the Period of Hire is safe for use.**

23. DAMAGE TO COUNCIL PROPERTY

Hirers shall pay to the Council upon demand:-

1. The cost of reinstating or replacing any part of the Civic Centre or any property in or upon the Civic Centre, which shall be damaged, destroyed, stolen or removed during the Period of Hire.
2. Any other loss or expense caused to the Council as a result of any breach of any of the terms of these Conditions of Hire.

The amount of the cost shall be certified by the Town Clerk.

The Council may use part or all of the Deposit towards any money due in accordance with these Conditions of Hire. The Hirer acknowledges that they are responsible for any money to be paid to the Council in excess of the Deposit.

24. INDEMNITY

Hirers shall indemnify the Council against all claims, demands, actions or proceedings, in respect of goods, clothing or of the deaths or injuries of any persons which shall occur during the Period of Hire, provided that this indemnity shall not apply to any claim, demand, action or proceedings, which arises out of negligence on the part of the Council, its agents or servants or from any defects on the premises.

25. LOST PROPERTY

The Council accepts no responsibility for any articles or property lost during the Period of Hire. People finding articles of lost property should hand them into the Council Offices, 117 High Street, Wootton Bassett.

26. RIGHT TO REFUSE ADMISSION

The Council reserves the right to refuse an application to Hirers without stating the reasons.

27. FAILURE TO OBSERVE CONDITIONS

If the Hirer shall fail to observe these Conditions of Hire the Council may, without notice, terminate the Period of Hire.

Such termination shall not release Hirer/s from their obligations under these Conditions of Hire. The Council shall be entitled to retain monies paid (e.g. deposit) and collect payment of any balance outstanding.

28. LOCKING UP/LEAVING

Before leaving, Hirers must check that all lights are extinguished, lock all doors and **return keys through the Mayor's Parlour letterbox**, adjacent to the Civic Centre, or put through the letter box at 117 High Street, Wootton Bassett.

29. KEY COLLECTION

Keys can be collected from the Council Offices between the hours of:

8.30am – 5.00pm (4.00pm on Fridays)

The office is closed lunchtimes between 12.30pm and 1.30pm.

31. INTERPRETATION

- a. The Council's decision as to the interpretation of these Conditions of Hire shall be final.
- b. The Council reserves the right to vary or amend these Conditions of Hire on giving to the hirer not less than 48 hours in writing.
- c. The expression the Hirer shall apply whether there is one or more hirer and if more than one the obligations are joint and several.
- d. The masculine shall include the feminine and the singular the plural and vice versa.

For further information please contact:

The Bookings Clerk
Wootton Bassett Town Council
117 High Street
WOOTTON BASSETT
Wiltshire
SN4 7AU
Tel No: 01793 850222
Fax No: 01793 840052
Email: enquiries@woottonbassett.gov.uk

**WOOTTON BASSETT TOWN COUNCIL
CIVIC CENTRE, STATION ROAD, WOOTTON BASSETT
BOOKING APPLICATION FORM**

Name of Proposed Hirer:.....

Please note – once a Booking Application is confirmed the individual/s named above as proposed Hirer/s will be PERSONALLY liable to comply with the Conditions of Hire and make all payments due and not the organisation/club named below.

Address:.....

..... Post Code:

Tel. Nos: Day: Evening:.....

Mobile Tel. No: Email:

Name of Organisation/Club (This is for information only):.....

Purpose of Hire:

Date(s) Required:

.....

		Multiple Dates Required?
Hire of Ground Floor	From: am/pm To: am/pm	<input type="checkbox"/>
Hire of Middle Floor	From: am/pm To: am/pm	<input type="checkbox"/>
Hire of Council Chamber	From: am/pm To: am/pm	<input type="checkbox"/>

Please delete areas not required. If multiple date booking please tick box and complete form attached.

If a specific number of tables/chairs are required, please state:-

Chairs: Tables:

Please state estimated attendance:

Please state any special equipment you will be bringing into the building, i.e. disco, outside bar, television or video:

.....

I/we (jointly and severally if more than one);

1. have read and agree to abide by the Conditions of Hire relating to rooms at the Civic Centre and in particular the Fire Safety Provisions in Clause 22,
2. agree to personally pay the relevant charges,
3. confirm that I/we are over eighteen years of age and
4. acknowledge that the booking is not definite until I/we have received written confirmation from the Booking Clerk.

5. ALCOHOL (Please tick as appropriate)

1. We WILL NOT be consuming alcohol during the Period of Hire

2. We WILL be consuming alcohol during the Period of Hire but it will NOT be sold.

3. We WILL be making an application to the Licensing Authority to sell alcohol during the Period of Hire and will provide the Council with a copy of the Licence prior to the start of the Period of Hire.

(NB. If more than one Hirer then all must sign).

Signed: Dated:

Signed: Dated:

Signed: Dated:

Signed: Dated:

Office use only	
Booking received:	Actioned by:
Booking on computer.....	Actioned by:
Confirmation sent	Actioned by:



**Wootton
Bassett**

*POWELL
COUNCIL*



Station Road, Wootton Bassett SN4 7DZ

