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THE MURRAY HALL

Loughton Community Centre
106 Borders Lane, Loughton, Essex IG10 3SB

Terms and Conditions of Hire

Note: "The premises", where referred to, includes the whole of the building, outbuildings, decking area and garden, and the whole of the property within the boundary. "The Council" includes the Town Council and the Town Council's delegated representative. If the hirer is in doubt about the meaning of any of the following, the Council office should be consulted.

The Terms and Conditions will be subject to regular review and should be read in conjunction with information on the booking form and the invoice.

1 **Bookings/Deposits**

- 1.1 All bookings must be made on the official form, signed by the hirer, and returned to the Council offices. Until the completed and signed booking form has been received and the booking deposit paid, no booking will be confirmed.
- 1.2 The person signing the form of application shall be deemed to be the hirer and throughout these terms and conditions is referred to as the hirer.
- 1.3 Bookings will only be accepted from person(s) of 21 years of age or over.
- 1.4 The hirer is deemed liable for payment of all fees and charges and for ensuring compliance with the Terms and Conditions of Hire. The hirer takes responsibility for any events arising during the period of hire.
- 1.5 **Security Deposit**
A security deposit will be required at the same time as the payment of the final balance.
- 1.6 Sub-letting of bookings is not permitted.
- 1.7 The Council reserves the right to refuse any booking.
- 1.8 Use of the premises must be restricted to the use stated on the booking form. In the case of any misstatement or omission from the form of application as to the description and nature of the engagement, meeting or other purpose for which the premises are required, the letting may be cancelled and any charges paid will be forfeited.
- 1.9 The hirer or a responsible adult over 21 years of age must remain on the premises throughout the duration of the period booked.
- 1.10 Hirers must comply with the Equality Act 2010.

2 Hours of Hiring

- 2.1 The hiring time stated on the booking form must include the time required to set up for and clear away after the event. Access outside the time stated on the form will not be permitted. If the hire period is overrun, additional charges will be payable and these charges will be deducted from the security deposit.
- 2.2 An administration charge of £25.00 will apply when amendments are made to a confirmed booking within the 7 day period immediately prior to the date of hire. Late changes cannot be guaranteed but every effort will be made to accommodate reasonable requests.

3 Payment of Charges

- 3.1 The scale of charges is revised annually or at such other interval as the Council may determine. Any changes apply from 1st April each year, or such other date as decided by the Council. Details of current rates are available from the Council offices.
- 3.2 Payment must be made in full in advance of using the premises.

4 Cancellations

- 4.1 The Council reserves the right to cancel any booking without notice on reasonable grounds and refund the amount of fees paid.
- 4.2 The Council will not be liable for any consequential loss arising from a cancellation for whatever reason.

5 Insurance

- 5.1 Hirers are required to hold Public Liability insurance to a minimum of £5m. Private hirers are included in the Council's Public Liability insurance cover. However, hirers are responsible for arranging their own insurance for all other aspects of the hiring including insurance against any damage or loss to the premises, and any necessary additional insurance against loss or damage arising from the hiring. The Council will require to see proof that insurance policies are in force.
- 5.2 Any additional cost placed upon the Council by its own insurance company in respect of any hiring will be charged to the hirer in addition to the normal fee.

6 Limits of Accommodation

- 6.1 The hall can be set in various different layouts:
 - 6.1.1 theatre style, for performances, seating 140 people
 - 6.1.2 seated at tables for dining, accommodating 100 people
 - 6.1.3 standing, with no chairs or tables laid out, accommodating 200 people
- 6.2 At no time must numbers exceed the maximum stated in accordance with the purpose specified on the booking form.

7 Restrictions

- 7.1 No alterations or additions may be made to the premises. No decorations, posters or any other material of whatever sort may be affixed by whatever means to any part of the premises, other than to the special picture rails and notice boards around the hall. Any items so affixed must be removed at the end of the hire period.
- 7.2 Footwear which may cause damage to floors is not permitted.
- 7.3 No special preparations, such as those required for dancing, may be applied to the floors.
- 7.4 Bouncy castle and inflatables will only be permitted if the required documents are provided by the hirer at least five days before the event confirming that the equipment hire company is a PIPA approved Operator, with public liability insurance of at least £10m and is contracted to stay and

supervise the activity during its use. Only electrically operated inflatables will be allowed inside the hall and generator operated equipment in the rear garden.

- 7.5 Helium balloons are permitted but must be secured and removed at the end of the hire period. The security deposit will be withheld if it is necessary to recover any escaped balloons.
- 7.6 Chewing Gum/Bubble Gum is not permitted on the premises.
- 7.7 The use of confetti, silly spray streamers or equivalent within the hall, is strictly forbidden. The use of confetti outside is permitted i.e. in the garden, decking and car parking area only if the confetti is biodegradable. It is the Hirer's responsibility to inform guests of these conditions.
- 7.8 Dry ice, smoke or bubble making machines and similar devices are not permitted on the premises as these will activate the fire alarms.
- 7.9 Fly posting
The hirer shall not carry out or permit fly posting or any other form of unauthorised advertisement in connection with the hiring.
- 7.10 The playing of live or recorded music is not permitted in the garden.
- 7.11 Marquees will only be permitted by prior arrangement with the Council. The hirer must provide a copy of the equipment hire company's insurance documents confirming that minimum cover of £5m public liability insurance is in place.
- 7.12 Formal children's activities in the garden must cease at 7 p.m.

8 Smoking

Smoking and the use of e-cigarettes or similar equipment is not permitted anywhere on the premises except in the car park at the front of the building.

9 Fire Risk

- 9.1 No activity which may constitute a fire risk may be undertaken.
- 9.2 Hirers must carry out a fire risk assessment in respect of their hire of the premises and must take steps to manage or reduce risks to an acceptable level.
- 9.3 The Council must be informed in advance, and permission given, if any flammable materials for whatever purpose are to be brought onto the premises. Any such material is to be treated and maintained in a fire resistant condition. Care must be taken with the use of items with a naked flame, e.g. candles, lanterns.
- 9.4 All fire exits and escape routes must remain unobstructed and free access maintained at all times.
- 9.5 Fire-fighting equipment must not be tampered with, other than to use for its proper purpose.
- 9.6 No additional heating or cooling appliances of any type are permitted.
- 9.7 In the event of fire, hirers are responsible for the safe evacuation of all persons from the building and must call the emergency services.
- 9.8 Inappropriate or misuse of the fire extinguishers may result in the recovery of associated costs from the hirer.

10 Damage and Liability

- 10.1 The hirer shall be responsible for the full cost of making good any damage or loss arising to the premises or the contents thereof as a result of the hiring. The cost of any damage will be deducted from the security deposit at the discretion of the Council.
- 10.2 The hirer is liable for and shall indemnify the Council against any loss damage or injury sustained or incurred by the hirer or any person attending the premises in connection with the hire.
- 10.3 Any damage caused or discovered by the hirer must be reported to the Council immediately.
- 10.4 The hirer shall indemnify the Council against all actions, claims and proceedings arising out of or in connection with the hire.

11 Electrical Equipment

No alteration or addition may be made to the electrical arrangements on the premises, including the provision of sound and lighting equipment and the use of any portable electrical equipment, without the Council's express permission. Any equipment for which such permission is granted must be maintained in a safe condition and in accordance with the relevant regulations, and the Council reserves the right to require a Test Certificate for any such equipment. The hirer must use the designated power outlets for any such portable electrical equipment.

12 Refreshments

- 12.1 Hiring of the hall includes the use of the kitchen and allows the use of the cooker, microwave, refrigerator, electric kettle, water heater, crockery and cutlery as available. Any such equipment used by the hirer or caterer must be left in a clean condition and replaced in its allotted space. The provision of refreshments is the responsibility of the hirer. 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 kitchen is suitable for minor food preparation and for serving, but not for major food preparation.
- 12.2 Children and young people should be excluded from the kitchen if there is any risk e.g. boiling water, sharp implements etc.

13 First Aid

A First Aid box for the use of hirers may be found in the kitchen. Any items used from the box must be reported to the Council within twenty-four hours of the booking in order that these items may be replaced without delay.

14 Furniture, Cleaning, etc

- 14.1 The Council is not responsible for the setting out or putting away of tables and chairs before or after the event and hirers must make their own arrangements for this. Alternatively, arrangements can be made for this service with the Council in advance of the hiring on payment of an additional fee.
- 14.2 The hall is equipped with a 2m x 4m stage.
- 14.3 Only plastic chairs may be taken outside the building and must be returned to the hall at the end of the hire period.
- 14.4 All bottles and cans must be taken away from the premises by the hirer. All other rubbish, waste etc must be packed in plastic bags and either taken away or placed in the outside bins provided.
- 14.5 At the end of the hire period, all tables and chairs, tableware and any other equipment used by the hirer must be replaced in a clean condition in its allotted place and the floors swept.

- 14.6 The tables and chairs should be moved using the trolleys provided. Tables and any other furniture should be lifted, not dragged over the floor.
- 14.7 All parts of the premises used in connection with the hiring shall be left in a clean and tidy condition.
- 14.8 Any additional costs incurred by the Council in respect of extra cleaning required as a result of a hiring will be deducted from the security deposit or charged to the hirer.

15 Security

The hirer is responsible for ensuring the building is left in a safe and secure condition at the conclusion of the hiring. Hirers shall not leave the building open and unattended at any time during or at the end of the hire period.

16 Disorders or Dangers

- 16.1 The hirer shall not allow any unseemly, disorderly or improper conduct, or conduct or practices which may endanger persons or property on any part of the premises.
- 16.2 The hirer shall ensure that adequate supervision by a responsible person is maintained on the premises throughout the period of the hiring.
- 16.3 The hirer shall ensure that use of the premises shall not cause a nuisance or annoyance to local residents and shall use his best endeavours to prevent noise or disturbance during the hiring and afterwards by patrons leaving the hall. The car park must be vacated within 30 minutes of the end of the hire period.
- 16.4 The hirer shall take every care to ensure that no undesirable person is permitted to enter or otherwise make use of the accommodation.

17 Sale and Consumption of Intoxicating Liquor

Intoxicating liquor shall not be sold, supplied or consumed on the premises without the approval of the Council, and subject to the hirer obtaining any necessary licence.

18 Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the premises and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. 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. No illegal drugs or legal highs may be brought onto the premises.

19 Risk Assessment

Hirers are responsible for assessing any risks which may arise in relation to their hiring and to take steps to eliminate any such risks or to reduce them to an acceptable level.

20 Safeguarding

Loughton Town Council is committed towards the safeguarding of everyone who uses the Murray Hall. In order to achieve this, organisations or individuals hiring the Murray Hall will be expected to meet certain standards in respect of activities involving children or vulnerable adults.

Hirers who provide a service for children and/or vulnerable adults, whether paid or on a voluntary basis, will be required to demonstrate, prior to hiring the facility, that they have adequate and appropriate policies and procedures with regards to safeguarding and that are suitable for their activities e.g. Child Protection Policy. These documents will be checked and recorded as an addition to the standard Conditions of Hire.

If Hirers do not have their own policies and procedures, it may be necessary to 'sign up' to the Murray Hall Safeguarding Policy and Procedures in order for the hire to proceed.

The Hirer will be responsible for the conduct of any volunteers or helpers and must ensure that they meet the Murray Hall safeguarding requirements. Anyone hiring the facilities also has an obligation to provide a set of standards/operating procedures for customer/employee interactions i.e. code of conduct. Again, if these are not available, hirers can 'agree to abide by the Town Council's own 'Safe Working Practice Guide' which is a guide to professional boundaries for working with children and vulnerable adults.

The Hirer (individual or organisation) is obliged to report any concerns relating to child protection to the Town Council immediately.

Where the Hirer is coaching, teaching or delivering unsupervised services for children, a DBS clearance and an appropriate qualification must be submitted before any hiring contract is confirmed.

Also, as coaching involves professional advice and instruction, it must be the Policy of the hiree, that all coaches and instructors confirm their public liability cover to the hiree.

21 Prevent

Parish and town councils have a public sector equality duty (PSED) under the Equalities Act 2010 to have due regard to:

- a. The need to eliminate unlawful discrimination, harassment and victimisation and any other conduct prohibited by the Act;
- b. The advancement of equality of opportunity between people who share a protected characteristic and people who do not share it; and
- c. The need to foster good relations between people who share a protected characteristic and people who do not share it.

In accordance with its public sector equality duty Loughton Town Council is not prepared to hire its premises/ room(s) within its premises where it is satisfied that the safety of the building(s) and the public cannot be ensured particularly, but not exclusively, if it is of the view that;

- (i) the use could ferment racial hatred or discrimination; or
- (ii) the use is by an anti-democratic or neo-fascist group, or supporters of terrorism in general;
- (iii) the use is by a group acting outside the law or in a way that is offensive to public taste and decency.'

22 Telephone

There is no telephone for use on the premises. Hirers should ensure a responsible person on the premises has an operational mobile phone available for use in emergencies. The nearest public telephones are on the corner of Borders Lane and Deepdene Road or outside the BP Service Station on The Broadway.

23 Animals

The hirer shall ensure that no animals (including birds) except assistance dogs are brought onto the premises, other than for a special event agreed to by the Council. No animals whatsoever are to enter the kitchen at any time.

24 Car Parking

There are limited car parking facilities to the front of the hall, including designated disabled car parking. All vehicles thus parked must be parked within the indicated spaces where shown. All vehicles are left entirely at the owner's risk and the Council accepts no responsibility for them. Exits and carriageways must be left unobstructed at all times. If parking in adjacent streets, hall

users should be considerate to residents, ensuring access to properties is maintained and there is no noise nuisance.

25 Licences

- 25.1 The hirer shall not infringe any subsisting copyright or performing right and indemnifies the Council against all sums of money which the Council may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire.
- 25.2 The hirer is responsible for obtaining any necessary licences in connection with the hire, and indemnifies the Council against any charge which may be made against it in respect of any lack of licence or infringement of conditions.

26 Statutory Requirements

- 26.1 The hirer is required to comply with any statutory requirements, and any conditions or regulations made by other bodies e.g. local authority, fire authority etc., arising from the hire and use of the premises.
- 26.2 The hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law on gaming, betting and lotteries.

27 Complaints

Any complaints arising out of a booking should be made in writing by the hirer to the Council office within twenty-four hours of the hiring, or of the event giving rise to the complaint if earlier.

28 Conditions and Entry of Officials

- 28.1 All hirers are required to comply with the Conditions of Hire, and any deviation from them will entitle the Council to exclude the hirer and other connected persons from the premises. Hirers will still be liable for payment of the hire charges etc.
- 28.2 The Council reserves the right to amend or vary the booking conditions at any time during any hiring.
- 28.3 The Council or its representative retains the right of entry to the premises at any time during any hiring.

29 Gratuities

Members of Council staff are not allowed to receive gratuities, hospitality or benefits of any kind from a third party as these might be seen to compromise their personal judgement or integrity.

30 No Rights

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