

# Terms and Conditions for hire of rooms at The Bridewell, The Bury, Odiham

Odiham Parish Council welcomes bookings of its facilities at The Bridewell, a Grade ii listed building in the heart of Odiham. Letting our facilities enables the Parish Council to provide a service to the local community as well as generating income towards the upkeep of this historic building.

All hirings are subject to the following Terms and Conditions which form a part of the formal Hire Agreement. No exclusion or variation of any term or condition can apply unless specifically agreed in writing with a Parish Council official.

## **INTERPRETATION**

In these conditions the following words and expressions have the following meaning

*‘Hirer’* means any person, trustee or other authorised representative of an organisation hiring any part of the Bridewell. No person under the age of 18 will be accepted as a Hirer.

*‘User’* means any person or group of persons whether members of a club or organisation or not, using the facility.

*‘Facility’* means the specific facility specified in the Hire Agreement.

*‘Ad Hoc hire’* means hire of the facility on a one-off basis

*‘Regular hire’* means hire of the facility on a regular weekly / monthly basis

*‘The Council’* means Odiham Parish Council.

## **1. GENERAL CONDITIONS OF HIRE**

These conditions apply to all hirings at The Bridewell.

Hirers must sign the Hire Agreement, in signing the Agreement the Hirer agrees to all the conditions set out in this document.

The Parish Clerk is responsible for overseeing all bookings and ensuring that all conditions of the booking are met.

The Council reserves the right to refuse an application to hire Council’s premises.

## **2. PAYMENT**

For ad hoc hire payment is due one week in advance of the period of hire.

For regular hire payment is due on receipt of an invoice. In accordance with the Late Payment of Commercial Debts (interest) Act 1999 the Council reserves the right to levy an administrative charge of £10 if the invoice is not paid within 28 days of the invoice date, in addition to the application of interest at the statutory rate until payment is made.

## **3. CANCELLATION**

In the event of any breach or non-observance of these Terms and Conditions by the Hirer the Council may revoke with immediate effect the permission to use or have continued use of the facility. In this event any payment made in advance will be forfeit.

The Council reserves the right at its discretion, but for reasonable cause, to cancel any hiring in the event of:

- the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- the facility becoming unavailable for use due to a cause beyond its control (including power-cut, fire, flood or event of force majeure).
- an emergency requiring use of the premises as a shelter for the victims of a local disaster.

In any such case the Hirer shall be entitled to a refund of any monies already paid, but the Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

In the event of cancellation by the Hirer of a regular hire seven days notice must be given. The Council retains the right to charge for cancelled bookings where no such notice has been given.

## **4. PREMISES HIRE**

The Hire Agreement constitutes permission to use only the facilities agreed and confers no tenancy or other right of occupation on the Hirer.

The Council reserves the right at its discretion to refuse admission to the facility to any particular person or persons in the interests of security and/or good management of the facility.

## **5. HIRERS OBLIGATIONS**

The Hirer agrees:

to ensure that the Terms and Conditions of Hire are met during the period of hire, including responsibility for the actions of people in attendance and the maintenance in good order of the building and its contents.

to only use the facility in accordance with the Hire Agreement and not to use the premises for any purpose other than that described in the Hire Agreement.

to recompense the Council for any damage to the premises and its contents howsoever caused.

to arrange the facility such that an escape corridor is maintained between tables/chairs at all times. In particular escape access must be maintained from the entrance door of the Library Room to the rear fire door, as this provides an alternative fire escape route for the remainder of The Bridewell building occupants.

to set gangways at a minimum distance of 750 mm.

at the end of the hire period to leave the facility in a clean and tidy condition, properly locked and secured (unless directed otherwise) and with any contents, including tables and chairs, properly replaced.

at the end of the hire to remove all rubbish and recycling from the facility, to be disposed of by the Hirer.

to ensure that any necessary Licenses required in respect of any activity being carried out in the facility during the period of hire are valid and in place

if serving food, to observe all relevant food health and hygiene legislation and regulations. To serve no hot food. To leave the kitchen clean and tidy.

to make Users aware of the fire safety procedures including those for the evacuation of those with disabilities. In signing the Hire Agreement the Hirer confirms that they have read the Fire Action Plan as set out in Appendix 1

to provide proof to the Council of the Hirer's Third Party Public Liability Insurance for the activities proposed

to seek advice from the Licencing Officer at Hart District Council if proposing to hold a raffle, tombola, film showing, race night (or other similar fund-raising activity) on the premises

to ensure that noise is kept to a reasonable level mindful of the other activities within the building.

to report any failure of equipment belonging to the Council to a Council official as soon as possible

to ensure that any electrical appliances brought onto the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Any such appliances must have a current Portable Appliance Test certificate. To not overload individual sockets within the facility.

### *Compliance with the Children Act 1989*

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act 1989 and that only fit and proper persons have access to the children. Where children over eight years and vulnerable adults are taking part in activities the Hirer shall ensure that only fit and proper persons shall have access to them. The Hirer shall provide the Council with a copy of their Child and Vulnerable Person Protection Policy on request.

### **The Hirer shall not:**

arrive before the start of the session time or exceed the session time allocated.

exceed the maximum permitted number of people per room including the organiser / leader / lecturer etc.

make alterations or additions to The Bridewell building (internally or externally), nor install any fixtures.

bring highly flammable substances onto the premises, naked flames including candles must not be used

allow smoking on the premises including in the Courtyard and on the front and rear steps

obstruct fire exits, hydrants and extinguishers

except where specifically agreed in advance with the Council, bring any animal onto the premises, apart from assistance dogs

permit any illegal activities to occur during the period of hire

do anything by which the Council may become liable to proceedings under any statute or liable to any other legal process or which may bring the Council's reputation into disrepute

## **6. COUNCIL RIGHTS and OBLIGATIONS**

The Council undertakes to present the facilities and equipment in a safe and fit state for hire

The Parish Clerk will ensure that instruction is made available in respect of all health and safety matters

The Parish Clerk (or any nominated Council Representative) has the right to enter the premises at any time during the hire.

In the event of any serious breach of the Hire Agreement the Council reserves the right to terminate the Hire Agreement with immediate effect. No refund of any hire charges will be made to the Hirer in such circumstances.

## **7. VEHICLE ACCESS and PARKING**

There is no parking associated with hiring The Bridewell. Vehicles may be parked adjacent to the front or rear doors of the property for loading and unloading only. During this time they must not obstruct the Fire Exit or access ramp.

Parking for Users is available free on the street or alternatively in the HDC Car Park opposite, for which payment must be made.

## **8. INDEMNITY and INSURANCE**

Hirers must have Public Liability insurance if they fall into any of the following categories:

- they are a commercial or business organisation, or
- they are an individual, club, organisation, society or group who hire the premises on a regular weekly or monthly basis, or
- they are an individual, club, organisation, society or group who hire the hall intending to make a profit or raise money, or
- they are part of a proper organisation/group

If your organisation falls into any of the categories listed you will be asked to provide a copy of your current PL documents before your event takes place. The Hirer's PL insurance shall indemnify each member of the Council against the cost of repair for any damage done to a part of the premises and all claims in respect of damage or loss of property or injury to persons arising as a result of use of the premises by the Hirer.

Individuals or groups who hire the premises on an occasional basis, for non-commercial activities that are regarded as being for the benefit of the local community and do not fall into one of the categories above may be covered by the Council's public liability insurance and may not need separate cover.

Hirers who hire the premises for the purpose of selling goods must indemnify Odiham Parish Council against any claims made against them. The Council is not liable for the

sale of goods and accepts no responsibility for any products or services sold or supplied by any hirer of the premises whatsoever.

## **9. HEALTH and SAFETY**

In signing the Hire Agreement Hirers agree that they have read and understood the

- Fire Safety Action Plan at Appendix 1
- The Evacuation Procedure for people with disabilities and wheelchair users.

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to a Council Official.

All accidents involving injury to Users must be reported to a Council official as soon as practicably possible. In addition the relevant section in the Council 's accident book must be completed.

The number of Users must not exceed the maximum allowed at any one time.

Library Room – seated at tables	20
Library Room – seated audience / theatre style	30
Library Room – standing	50
Kitchen	2
Courtyard	20

No person under the age of 16 is allowed in the kitchen.

The Hirer is responsible for communicating and implementing any advice and restrictions regarding Covid or similar infections, to their Users.

## **10. DISPUTES**

The Council anticipates that any difficulties in regard to hirings may be overcome following discussion with a Council official, however if this is not possible the Hirer may refer their difficulty for consideration by the Parish Council in accordance with the Council's Complaints Procedure. This allows for escalation to the elected members of Odiham Parish Council whose decision will be final.

Odiham Parish Council welcomes bookings of its facilities at The Bridewell which are provided for the community as a whole. The Council is keen to work with its Users to ensure that its facilities remain available and fit for purpose. To this end your suggestions and comments on the facilities are welcomed.

# Fire Safety Action Plan

## In event of FIRE

- **Activate the nearest fire alarm point (unless this is towards the source of the fire)**
- **Immediately leave The Bridewell building**
- **Call the Fire Brigade**
- **Direct people to assemble in the HDC Car Park (located across the road from The Bridewell).**
- **Ensure the escape route through the Library Room is kept clear.**

*In advance of allowing any persons onto the premises the Hirer shall check and make themselves aware of the following:*

- The location of the Fire Exits, at the front entrance and rear of the building (directly off the Library room).
- The location of Fire Equipment and Fire Call points detailed on the plan available in the Library Room.
- That all Fire Exits are unlocked (or may be opened by a thumb-turn)
- Escape routes are free of obstruction and can be safely used.
- Fire doors are not wedged open.
- Exit signs are illuminated.
- There are no obvious fire hazards NB: the use of candles and naked flames is prohibited.