



NEW ROMNEY TOWN COUNCIL

Terms and Conditions of Hire

**Maude Community Centre
Station Road, New Romney,
TN28 8LQ**

PLEASE READ THESE CONDITIONS CAREFULLY BEFORE COMPLETING THE APPLICATION FORM

These terms and conditions must be made available to all hirers either in hard or electronic copy or should be made available for all on the Community Centre notice board. If the Hirer is in any doubt as to the meaning of any of the conditions, the Facilities Officer should immediately be consulted. These terms and conditions apply to all hirers of the Maude Community Centre. New Romney Town Council reserves the right to amend the terms of this agreement at any time.

1. DEFINITION

In these Conditions the term 'the Council' means New Romney Town Council, the term 'the Hirer' means the person making application for the hiring and the term 'Town Clerk' means such person as is appointed by the Council as Town Clerk from time to time, and reference herein to the Town Clerk shall be deemed to include reference to any other authorised representative.

2. LIABILITY

The Council and its Officers, Agents and Servants shall not in any circumstances be responsible to the Hirer or any other person for damages in respect of injury to or the death of the Hirer or other person(s) as a result of any act or default, other than one arising from negligence, of the Council, its Officers, Agents and Servants, nor for injury to or the loss, theft or removal of any property brought or left by any person (including the Hirer) in or upon any part of the hall (including any cloakroom), and the Hirer shall indemnify the Council and its Officers, Agents and Servants from and against all claims, demands, actions and proceedings during the period of hire in respect of any such damages, injury, including one arising from negligence, other than the negligence of the Council, its Officers, Agents or Servants, loss, theft or removal, however caused, or any loss sustained by any person connected with the Hirer in consequence of such damage, injury, loss, theft or removal.

3. INSURANCE AND INDEMNITY

- a. 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 against or incurred by New Romney Town Council, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result 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 New Romney Town Council, their employees, volunteers, 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 each member of the New Romney Town Council and its employees, volunteers, agents and invitees against such liabilities.
- b. New Romney Town Council 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 only, insure the liabilities described in sub clauses (a) (ii) and (iii) above. New Romney Town Council shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified each member of the New Romney Town Council and its employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.
- c. Where New Romney Town Council does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to New Romney Town Council. Failure to produce such policy and evidence of cover will render the hiring void and enable the Maude Community Centre Administrator(s) to rehire the premises to another Hirer.
- d. The Town Council reserves the right to charge a refundable deposit against potential damage, repairs or cleaning. The deposit must be paid electronically, by bank transfer to the town council's current account before the booking takes place and will be returned after the booking less any deductions for the above-mentioned items. All hirers are required to provide their bank details so that the deposit may be refunded by internet banking as soon as practicable after the booking has taken place provided repairs or cleaning are not required.

New Romney Town Council is insured against any claims arising out of its own negligence.

3. HIRING OF PREMISES

Application for the hire of the hall (hereinafter called 'the premises') must be made only on the official application form and payment of 50% of the hire fee should be made within 2 weeks of submitting the application, to secure the booking. Full payment of the hire fee, including payment of the refundable excess cleaning/damage deposit, must be made in full at least 28 days prior to the event.



The person making the application will be deemed to be the responsible hirer. The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises for the duration of the booking and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met. If it is a long-term regular booking, then either the Hirer or a person nominated by the Hirer should be present.

All arrangements in connection with the hiring of the premises shall be subject to the approval of the Town Clerk and the Hirer shall comply with all reasonable requests made to him/her at any time in respect thereof by the Town Clerk or other authorised Officers of the Council.

Booking times MUST include time taken to set up for the event and to clear away afterwards. Hirers should be ready to vacate the Rooms at the time booked. Any overstay shall be liable to extra hire charge.

4. CAPACITY AND SUPERVISION

- i. The maximum number of persons shall not exceed the maximum occupancy figures as below:

Maximum Capacity	160 persons
Seated at tables	150 “
Exhibitions	100 “
- ii. The Hirer must be assisted by competent attendants on the basis of at least one attendant for every 100 members of the public or part of that number. In the event that the audience is principally composed of persons under eighteen years of age the Hirer must ensure that an acceptable ratio of adults to children is adhered to as recommended by the NSPCC
 - 0 - 2 years 1 adult to 3 children
 - 2 - 3 years 1 adult to 4 children
 - 4 - 8 years 1 adult to 6 children
 - 9 - 12 years 1 adult to 8 children
 - 13 – 18 years 1 adult to 10 children
- iii. The Hirer or nominated person 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, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

5. USE OF PREMISES

The Hirer shall not use the premises (including the car park) for any purpose other than that described in the Hire Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission of the Council.



No alcohol to be sold on the premises without first applying for a Temporary Licence for a bar from Folkestone and Hythe District Council, or evidence of use of a registered licensee. The Town Clerk has the absolute right to refuse permission for a bar.

Car parking facilities are available at the Community Centre including bays reserved for our Disabled Users. Please do NOT park in Disabled bays unless you are a blue badge holder.

The Hirer must only use the hall or room specifically hired (excluding public areas e.g. toilets). If a Hirer is found to have used additional halls or rooms without prior agreement and payment the Hirer will be invoiced for the additional costs. Following the end of the agreed hire period, hirers shall vacate the premises promptly to accommodate any bookings that may follow.

No items may be left or stored at the premises. New Romney Town Council accepts no responsibility for any 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 must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire rate per hiring until the same is removed.

The Town Clerk, other authorised officers of the Council, the Emergency Services personnel shall at all times during the hiring have free ingress and egress to all parts of the premises and instructions must be given by the Hirer for their admission.

The Hirer shall be held responsible if the Fire Alarm is inadvertently set off and a charge shall be made.

Any organiser's attendants must be not less than eighteen years of age and must make themselves known to the audience.

The Hirer shall take every precaution to avoid damage to the paint and decorations; under no circumstances must nails, tacks, drawing pins, sticky tac, Sellotape or similar items be used on the walls or woodwork.

No alterations to fixtures or fittings may be made at the premises at any time.

The Hirer shall be responsible for the removal and disposal of all rubbish created by them.

The Hirer shall not, at any time leave the premises unattended.

The Hirer shall pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

Any liability or expenditure incurred by the Hirer shall be discharged by the Hirer and the Council will not accept any responsibility in connection therewith.



Upon any breach of the foregoing conditions by the Hirer (as to which the decision of the Town Council shall be final) the Town Council may terminate the hiring forthwith, both as to the occasion of the said breach and as to any future bookings, and even if the period of the hiring has not expired, the Hirer shall be liable to pay to the Town Council the full amount payable in respect of the hiring and the amount of any damage or other sum payable under the foregoing conditions.

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 LICENSING

The hirer shall ensure that relevant Community Centre licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) are current or, where appropriate, the hirer shall apply for a licence and provide a copy to the Council.

8. FILM

Children shall be restricted 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 screening of film.

9. CHILDCARE ACT 2006 (Applicable to those persons working or volunteering with children in a 'regulated activity')

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure Barring Service checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Maude Community Centre Administrator(s) with a copy of their DBS check and Child Protection Policy on request.

10. PUBLIC SAFETY COMPLIANCE

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Maude Community Centre's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The Hirer shall also comply with the Maude Community Centre's health and safety policy.

The Hirer is responsible for ensuring that the Fire Service is called to any outbreak of fire, however slight, and details shall be given to the Town Council.

The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade, evacuating the hall and contacting a Community Centre contact – list to be provided.
- The location and use of fire equipment. See Appendix (i)
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.



- Location of the first aid box (on kitchen wall), and defibrillator (on external wall).

In advance of any activity whether regulated entertainment or not, the Hirer shall check the following items:

- That all fire exits are unlocked and push bar or other quick release openers are in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

11. KITCHEN AREAS

- No children under the age of 18 or non-competent persons are allowed into the kitchen areas
- If crockery and the sink are used they should be washed and left in a clean condition. Any breakages are to be reported to the Caretaker/Key Holder.
- Hirers should provide their own cleaning materials, ie tea towels, dish cloths, kitchen roll, etc, and remove same when vacating the premises.
- All cupboard doors/drawers to be kept closed when not in use.

12. NOISE

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer must, if using sound amplification equipment, comply with any licensing condition for the premises. Please note that the hire period and therefore all noise, must cease and the building must be vacated by 23:00 Monday – Saturday and by 22:00 on a Sunday, unless by special arrangement with the Council and subject to licencing conditions. **Please respect our neighbours and leave quietly.**

13. DRUNK AND DISORDERLY BEHAVIOUR AND SUPPLY OF ILLEGAL DRUGS

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; 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.

14. 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 but the hirer is



responsible for adequately testing the temperature inside the fridge (using and appropriate thermometer to do so).

15. ELECTRICAL APPLIANCE SAFETY

No electrical equipment of any kind may be used without the previous consent of the Town Clerk. The Hirer shall ensure that any electrical appliances brought by them onto the premises and used there shall be safe, in good working order, and used in a safe manner.

All hirers are responsible for reporting damaged electrical leads/equipment.

Only competent adults to use electrical appliances.

Temporary trailing leads should be covered by matting or other appropriate covering to minimise risk of trip hazards.

Urns and kettles only to be filled as required and emptied for the purpose of transportation/relocation within the kitchen area. No urns/kettles to be used in the main community hall/room.

16. COMMUNITY CENTRE FURNITURE

Use of the furniture within the Community Centre is included in the hire charge. Furniture cannot be moved from the Maude Community Hall or from the Imbert Room to any other area by the hirer.

All hirers are responsible for reporting damaged/defective furniture or failure of any Community Centre equipment as soon as possible.

Tables should be cleaned/wiped down after use.

17. SMOKING AND VAPING

Smoking or vaping is not permitted anywhere in the Maude Community Centre. The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside at a reasonable distance from the entrance door, and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

18. ACCIDENTS AND DANGEROUS OCCURANCES

Any failure of equipment belonging to the Community 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 Community Centre Caretaker/Key Holder **as soon as possible** and complete the relevant section in the Community Centre's accident book (located in the main hall kitchen).

Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Maude Community Centre Caretaker/Key Holder will give assistance in completing this form. This is in accordance with the Reporting of Injuries,



Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Incident Contact Centre can be contacted in any of the following ways:

- Telephone: 0345 3009923
- Website: www.hse.gov.uk/riddor

A First Aid Kit, anti-choking device and eye wash station is located in the kitchen. A defibrillator and traumatic bleed kit is located on the exterior wall facing the car park.

19. EXPLOSIVES AND FLAMMABLE SUBSTANCES

The hirer shall ensure that:

- Highly flammable substances are not brought into or used in any part of the premises.
- No internal decorations of a combustible nature (e.g., polystyrene, cotton wool) shall be erected without the consent of the Town Clerk. No decorations are to be put up near light fittings or heaters.
- Decorative candles (incl. tea lights and birthday candles, etc), smoke machines, indoor fireworks and similar items are not permitted as these pose a fire risk and will set off the fire alarms.

20. PLAY INFLATABLES

The use of play inflatables/bouncy castles on New Romney Town Council owned premises is strictly prohibited.

21. HEATING

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises under any circumstances. Under no circumstances may hirers adjust the heating/hot water controls. If adjustment is required the hirer must contact the Caretaker.

22. ANIMALS

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by New Romney Town Council. No animals whatsoever are to enter the kitchen at any time.

23. 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 each member of New Romney Town Council 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.

24. 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 organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.



25. COACHING/TEACHING

All bookings of a coaching/teaching nature are taken on the understanding that an appropriate coaching/teaching qualification from a recognised sport or coaching body or association is in place. New Romney Town Council reserves the right to scrutinise such qualifications and copies must be provided on request.

26. NO RIGHTS

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

27. END OF HIRE

Hirer shall be responsible for leaving the premises at the end of the agreed hire period and ensuring that the premises and surrounding area are left in a clean and tidy condition including the taking away of ALL rubbish. A charge for disposal of rubbish is applicable on request. If helium balloons are used on the premises, they must be securely fastened down and removed after the event. A charge is applicable if it is necessary to remove any helium balloons from the Maude Hall.

Any contents temporarily removed from their usual positions should be properly replaced, otherwise the Town Council shall be at liberty to make an additional charge. In the event of any failure to do so, the Hirer shall pay on demand the amount of any resulting losses or cost without prejudice to any other rights or remedies available. Please exit the building by referring to the 'Hirer Checklist' document. The Hirer shall not, at any time leave the premises unattended.

If you have any comments you would like to make relating to the hire of the hall or room, please contact the Town Council during office hours

28. RETURN OF DEPOSIT

At its sole discretion, New Romney Town Council shall be entitled to withhold repayment of the specified deposit in the event that the Hirer fails to meet the Hirer's obligations under the Terms and Conditions of Hire (see clause 4, d)

New Romney Town Council will endeavour to return deposits in a timely manner after the Hirer's booking. Withholding such deposit shall not preclude New Romney Town Council from seeking such damages from the Hirer as may be appropriate for any breach of the Conditions of Hire. Reasons for the non-return or partial return of a deposit include (but are not limited to):

1. If the Community Centre is not left clean and tidy after hire
2. If the Community Centre is not vacated on the time specified in the Hire Agreement between New Romney Town Council and the Hirer
3. If any damage is incurred at the community centre

29. CANCELLATION

If the Hirer wishes to cancel a booking before the date of the event, the Town Council administrators must be informed in writing (email is acceptable). Refund of charges will be made as follows:



- (a) more than 28 days' notice given - 100% of total fee refunded,
- (b) 15 to 28 days' notice given - 75% of total fee refunded
- (c) 8 to 14 days' notice given - 50% of total fee refunded
- (d) 7 days' notice given - 25% of total fee refunded
- (e) less than 7 days' notice given – no refund given

The Council reserves the right to cancel at any time any booking if it is subsequently found that the premises are required at the same time for any Council or National function, not contemplated at the time of application for hire, or if the said premises shall be closed in consequence of any public calamity, royal demise, epidemic, fire, act of God, war (or its consequences), or is not available for the purpose of the hiring in consequence of the withdrawal or suspension of any licence, or by reason of any work required to be done by the Licensing or other Authority, or by reason of any combination or any strike or lock-out of any workmen interfering with the efficient working of the premises, or from any cause whatsoever not within the control of, or not occasioned by the default of the Council. The Council's decision upon the above matters shall be final and conclusive, and in such circumstances the Hirer shall not be entitled to any compensation in consequence thereof, but any charge for hire previously paid by the Hirer shall be refunded.

14. CONDUCT

Rude, unreasonable or intimidating behaviour – verbal or otherwise – towards any member of Town Council Staff will not be tolerated. ANY incidence of such behaviour may result in cancellation of any further bookings and non-acceptance of any future bookings in your name/your organisation's name.

15. HALL HIRE CHARGES

The Town Council reserves the right to review and apply an increase to hire charges, at least annually to take effect in April of each year.

16. DATA PROTECTION

Maude Community Centre and New Romney Town Council will use and store your data for hall hire processing and promotion of public activities only. Please see the website for the New Romney Town Council privacy statement. www.newromney-tc.gov.uk or visit New Romney Town Council offices for a copy.

17. ACCESSIBILITY STATEMENT

- Lift access is provided to the first floor for access to the Maude Community Hall
- Accessible toilets are available on the first floor for the Maude Hall and in the Annex for the Imbert Room
- The Imbert Room has level access
- NB the kitchens are not wheelchair friendly
- Allocated parking bays for Blue Badge holders



MAUDE COMMUNITY CENTRE – FIRE SAFETY INFORMATION

1. Responsibility

The Hirer (or an authorised deputy, if appropriate) must be in attendance at all times and is responsible for ensuring that fire instructions are adhered to for the duration of the function/activity and are made known to their group/guests.

2. Action to be taken on discovering a fire, detecting smoke or a smell of burning

Fire Emergency Evacuation Plan

All aspects of the plan will apply to a 24-hour day.

- Raise the alarm by operating the nearest fire alarm call point
- Call 999 – see ‘Contacting the Emergency Services’ below
- Evacuate to the Assembly Point on the Sports Field
- Trained personnel to tackle the fire only where safe and appropriate
- Do not stop or return to collect personal belongings
- You must remain at the Assembly Point once you arrive there
- Return to the building only when authorised to do so
- Alert the Town Council on one of the following numbers:
 - Parish Caretaker – 07488 972 434
 - Maude Community Centre Caretaker

Contacting the Emergency Services to Report a Fire
Call 999 and say:

Maude Community Centre,
Station Road,
Littlestone,
New Romney
Kent
TN28 8LQ

what3words /// actors.flippers.snail

“This is a community centre, our fire alarm system has sounded and we can confirm there is smoke and fire on the premises and request an appliance be dispatched to this address.”

Await the arrival of the Fire Service.

If trained to do so, attempts may be made to extinguish the fire using the appropriate extinguisher(s).

However, at no time should anyone’s life be put in danger and priority should be given to evacuating the centre.