



Wolverton & Greenleys Town Council
Stacey Bushes Meeting Place – Radcliffe Hall (Hall A) & Roder Hall (Hall B)

Terms & Conditions of Hire

For the purpose of this document the following terms of reference apply:

WGTC - Wolverton & Greenleys Town Council

SBMP – Stacey Bushes Meeting Place

Hirer – The individual, group, organization or body hiring the space as per the booking form

Function – Event/Activity to be held at the premises by the hirer throughout the designated hire period

Premises – Stacey Bushes Meeting Place, Briar Hill, Stacey Bushes, Milton Keynes, MK12 6HX

Charges – Amount payable by the hirer for the use of the premises, or additional charges relating to payment for damage repair, additional cleaning etc as required

- WGTC strongly advise that all hirers complete their own risk assessment prior to hire
- WGTC strongly advise hirers to take their own event insurance
- WGTC do not accept any responsibility of any individual being injured or ill from any event undertaken at SBMP
- WGTC ensure that SBMP is regularly cleaned and sanitized – this charge is met by each hirer and is added to the invoice
- WGTC do not allow SBMP to be hired for parties for 14-21 year olds
- No applications will be considered from any individual, group or organization under 18 years of age. ID may be required at the time of application.
- The hirer named on the must be present throughout the hire.
- No part of the premises can be used for any unlawful activities or purposes. No part of the premises can be used for any other purposes than stated on the booking form and no areas can be sublet under any circumstances

SBMP is available for hire as follows:

08:00 – 22:00 Monday – Thursday

08:00 – 23:00 - Friday

08:00 – 23:00 Saturday

08:00 – 22:00 Sunday

Charges start from £13 per hour (hall dependent) and will be advised at the time of booking

Standard Terms & Conditions:

- **Hirers and their attendees, including children, are not permitted to access the play area which is fenced off in the back corner of the garden at any point.**
- Applications for hire must be made using the online booking form on the WGTC website. The form must be completed in full to allow the booking to be confirmed. Set up and clear down times must be factored into the timings and must take place within the agreed hire period.
- Any electrical items brought onto the premises (including lighting/sound equipment) must carry a current PAT test certificate, a copy of which must be supplied to WGTC along with the application to hire.
- If any furniture, fabrics, staging, backdrops and props are brought into the premises, each item must show proof of flame retardancy, fire safety certification or safety guarantees, a copy of which must be supplied to WGTC along with the application to hire.

- Items containing flammable liquids, gases, toxic chemicals, dangerous substances or any flammable materials (including open flames – fireworks, sparklers, candles etc) are strictly prohibited and MUST NOT be brought into the premises under any circumstances.
- Hirers are not permitted to attach or fix anything to any surface, wall or structural part of the premises (internal and external). This includes signage, banners, bunting, blue-tac, nails, tacks, screws, pins etc.
- Confetti, powder confetti, cannons and inflatables (including bouncy castles) are strictly prohibited inside and outside the premises.
- Illegal substances, knives, guns or weapons (or items which could be used as a weapon) are strictly prohibited from being brought into the premises.
- If the hirer is intending to advertise and/or sell tickets for a function they remain solely responsible for providing their own Public Entertainment Licence, a copy of which must be submitted to WGTC at the time of application. WGTC may bring this to the attention of Thames Valley Police and Milton Keynes Licensing Authority prior to the function. The hirer is also responsible for the provision of doorkeepers and must be provided in line with recommended ratios. A staffing plan may be requested by WGTC prior to the function.
- The hirer assumes responsibility for the sale of alcohol and MUST obtain the appropriate licence. A copy of this must be submitted to WGTC at the time of application.
- Gambling is strictly prohibited at all times on the premises except for events such as prize bingo – please see link <https://www.gov.uk/government/publications/can-do-guide-for-organisers-of-voluntary-events/the-can-do-guide-to-organising-and-running-voluntary-and-community-events>
- Smoking/vaping is strictly prohibited and is restricted to the outside designated area of the premises.
- The hirer must not infringe copyright or allow any copyright to be infringed by any attendee.
- Copies of agreements, rights and permission must be submitted to WGTC for any materials owned by artists, publishers, composers etc. This also includes the payment of royalties. The hirer is responsible for obtaining appropriate licencing to play any recorded music (including for dance, exercise and activity functions).
- Broadcasting, filming and photographs are prohibited unless prior written permission is granted by WGTC. Cameras and recording devices are permitted at private functions (non-commercial or public) provided no nuisance, annoyance or offense is caused to any persons attending the function.
- The hirer is responsible for the best practice management of each function associated with the hire. The hirer must also maintain the objective of WGTC, as an inclusive community facility and must not carry out any activity which promotes the exclusion of any community members or be viewed as discriminatory.
- The hirer will ensure appropriate measures are taken to prevent nuisance to local residents, businesses and other properties in the vicinity. The hirer is responsible for ensuring noise remains within an acceptable level. The hirer will ensure that guests leave the premises in an orderly and calm manner. Any complaints received will be sent on directly to the hirer and copies may be sent to Thames Valley Police and Milton Keynes Licensing Authority.
- WGTC (or designated representative) reserves the right to enter the premises at any time if there is an acceptable cause for concern. This includes staff, councillors, cleaners, key holders and volunteers.
- The premises cannot be hired for politically affiliated events by any specific group.
- Any function involving children, young people or vulnerable adults must register with Milton Keynes Council's youth registration scheme. Proof of registration may be required by WGTC. The hirer must ensure all appropriate risk assessments, CRB/DBS checks are carried out for practitioners, volunteers and staff prior to the function. Parents, guardians and carers are required to ensure that the behaviour of children is kept under direct supervision for the duration of the function, and they must not be allowed to act in a disorderly manner or cause damage to the premises. This includes all functions involving children as well as performances in line with the 'Childrens' Act 1989'.
- After use of the premises, all windows and doors must be locked, child locks engaged (as shown in the access instructions) and the keys returned to the key safe which MUST be locked securely using the code provided and numbers scrambled once closed.
- All areas must be vacated by the end time of the hire. This includes removing all items brought onto the premises.
- The hirer or person engaged by the hirer to provide catering, entertainment or any other service must clear down by the end of the hire period. No items can be left at the premises or on site.
- At the end of a function the premises floors must be swept and mopped and all surfaces cleaned. ALL waste must be removed from the premises and taken off site by the hirer (including helium balloons). Do not use the bin outside the front of the premises.
- Cleaning materials (including rubbish bags) must be brought on site by the hirer and removed at the end of the function. A broom, mop, toilet rolls, hand towels and soap are provided by WGTC.

- If the kitchen facilities have been used, these must be left clean and placed back in the appropriate cupboards. The dishwasher must be emptied and clean after use. The cooker, oven, hob, microwave and fridge/freezer must also be clear and cleaned.
- Baby changing facilities are available in the accessible toilet.

Accessibility

- SBMP is on 1 level and is suitable for wheelchair access as well as guests with restricted mobility.
- There is 1 accessible toilet available in each hall (Radcliffe Hall (Hall A) & Roder Hall (Hall B)).

Parking/Traffic control

- The hirer is responsible for ensuring that no vehicles obstruct the entrances and exits to the premises, access to the highways, public footpaths and surrounding residential areas.

Building Checks

- Upon arrival at the premises a full inspection must be carried out and a checklist form completed. If any damage is identified it must be logged in detail with evidential photographs.
- At the end of the hire period the hirer must complete the second section of the checklist form. This must be returned to WGTC via email or post immediately following the function. No deposit can be returned until this is received.

Emergencies and Evacuation

- In the event of a fire or other emergency, the hirer and guests (including any contractors, staff and volunteers) must comply with the evacuation procedures. Emergency exits are via the front door and all other external doors in the main hall. The fire procedures are clearly displayed inside the premises on the noticeboard, and the hirer must familiarise themselves as well as advise their guests prior to the commencement of the function.
- The hirer is responsible for ensuring that any fire exits are unlocked prior to the commencement of the function and no items can be placed in front of these exits for the duration of the function
- In the case of breakdown, accident or other emergency which requires the closure of the premises or the interruption of the function (either before or during) the hirer must contact the emergency contacts which are clearly displayed inside the premises.

Damage, Loss and Insurance

- The hirer will be responsible for the premises throughout the hire period and will indemnify the cost incurred by WGTC as a consequence of the hirer's use of the premises.
- WGTC do not in any circumstances accept responsibility or liability for any damage, loss of property or articles placed or left at the premises by the hirer or any guests.
- The hirer is responsible for any injury or death unless there is proven negligence of WGTC relating to the premises. The hirer will indemnify WGTC against all such liabilities.
- WGTC accepts no responsibility for items brought into the premises by the hirer or any person engaged by the hirer. WGTC also accept no responsibility for damage, loss or injury caused by items brought into the premises by the hirer or person engaged by the hirer.
- The hirer will indemnify WGTC for damages, loss or injury associated with deliveries or collections. The hirer accepts full responsibility.
- WGTC's Public Liability Insurance cover and policy protection cannot be transferred to any hirer in any circumstances. The hirer is responsible for obtaining the appropriate and required insurance cover for their function.
- WGTC reserves the right to remove any posters, banners or advertisements which are unsightly, offensive or explicit.

- WGTC reserve the right to remove any items left at the premises and the hirer will be liable for the costs incurred.
- WGTC will not be liable for any loss or damage due to circumstances beyond WGTC's control including (but not limited to) breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or action, riot, war, act of terrorism or act of God which may cause the premises to be closed temporarily or the hire of the premises to be interrupted, terminated or cancelled.
- CCTV is installed around the front and rear garden area of the premises.

Payment & Charges

- It is mandatory for each hirer to pay a monetary deposit of £100 by BACS to WGTC. This deposit and all hire charges must be paid 4 weeks prior to the booking. No reservation will be confirmed until the application is complete, and the deposit plus hire charges are received.
- Following the hire period the venue will be inspected and if no damage is identified, the full deposit will be returned to the hirer by BACS within 30 days.
- If any damage is identified the deposit will be reduced accordingly.
- Additional charges for repairs or extra cleaning (inside or outside the premises) will be made at a rate of £12.50 per hour and will be deducted from the deposit.

Cancellation Policy

- WGTC reserves the right to cancel any hire at their discretion.
- WGTC reserves the right to immediately terminate any hire (or series of hires) should a breach of the terms and conditions be made by the hirer. In such cases no deposit or payments will be refunded.
- The hirer reserves the right to cancel a hire (or series of hires) in writing/email to WGTC giving a minimum of 4 weeks' notice at which time any payment will be refunded.
- General cancellation terms as follows:
 - 4 weeks' notice or more - 100% refund
 - Less than 4 weeks notice - 50% refund for the hire and 100% of the deposit

Complaints

- Any complaints arising from the hire of the premises must be made in writing to WGTC within 7 days of the hire period.

General

- In the event of failure to comply with these Terms and Conditions the hirer will pay an hourly rate for any additional time the premises is occupied plus any additional damage/cleaning charges which apply.
- All details provided will be subject to WGTC Data Protection Policy and will remain confidential.
- In the event of a breach of these Terms & Conditions the hirer will forfeit their booking as well as charges already paid. WGTC will be free to hire the premises to an alternative hirer.
- WGTC reserves the right to refuse the use of any article, appliance or apparatus inside or outside the premises which they consider may be dangerous or objectionable. The responsibilities of WGTC in such matters shall in no way absolve the hirer's obligations under these terms and conditions.
- The agreement of hire which is the subject of these terms and conditions is personal to the hirer and therefore the hirer may not assign responsibility to any other party.
- Nothing in this agreement is intended to confer any benefit on any person who is not a party to it under the contracts (Rights to Third Parties) Act 1999.
- If any provision of this agreement is found by any court or body of competent jurisdiction to be wholly or partially illegal, invalid, unforeseeable or unreasonable, then it shall be deemed severable, and the remaining provisions of the agreement shall continue in full force and effect.
- The WGTC Privacy Policy can be viewed on our website: www.wolvertonandgreenleystowncouncil.gov.uk
- This agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties' consent to the exclusive jurisdiction of the English Courts.

Declaration

By booking through our online booking system the hirer agrees to the terms and conditions as specified above.