

Booking Form & Hiring Agreement

Updated and approved January 2025

All queries should be addressed to the Town Clerk clerk@berkeley-tc.gov.uk 01453 511964

Booking Form

Booking details

1.1 Date(s) required:

Time required (hours) from to

1.2 Hirer details

Name:

Organisation:

Address:

Telephone number:

Email Address:

Purpose of hiring:

1.3 Premises

Berkeley Town Hall-Main Hall ☐

Berkeley Town Hall-Meeting Room ☐

Canon Park Recreational Facility ☐

Canon Park Multi-Use-Games-Area ☐

1.4 Charges

Berkeley Town Hall – Main Hall £20 per hour

Berkeley Town Hall – Meeting Room £15 per hour

Berkeley Town Hall – Whole Building £30 per hour

Canon Park MUGA £30 per hour

Canon Park MUGA-Local groups and clubs £20 per hour

Canon Park Recreational Facility TBA

1.5 Hiring Fee payable:

TOWN HALL ONLY:

1.6 Will your event require music? YES/NO

1.7 Is alcohol to be provided at the event(s)? YES/NO

Will alcohol be for sale? YES/NO

(If yes you will need to seek written permission from Berkeley Town Council. If permission is given you will need to apply for a Temporary Event Notice to Stroud District Council, the fee for which is payable by the hirer.)

1.8 Will you require use of the Wheelchair Lift? YES/NO

If yes please contact the Booking Clerk for lift operating instructions.

1.9 Will you require the use of internet? YES/NO

- You agree with us to be present during the hiring and to comply fully with this Agreement.
- We and you hereby agree to the Hiring Agreement (see below).
- Online/Email bookings: Acceptance from the Town Clerk by email confirms acceptance of this hiring agreement.

Signed on behalf of Berkeley Town Council

Signed by the person / organisation

Signature:

Signature:

Name:

Name:

Date:

Organisation (if applicable):

Date:

Hiring Agreement

Cancellation

Town Hall-If the hirer wishes to cancel the booking before the date of the event and the council is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Town Council (if a reason for cancellation is given).

The Town Council reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) The premises being required as a Polling Station for a Parliamentary or Local Government election or bi-election
- (b) Berkeley Town Council reasonably considering that (i) such hiring leading to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring
- (c) The premises becoming unfit for the use intended by the Hirer

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

MUGA bookings:

- Bookings must be made 48 hours in advance
- Bookings that are cancelled within 24 hours of the booking will be charged in full
- Berkeley Town Council reserves the right to close the pitch due to pitch conditions or extreme weather
- Berkeley Town Council reserves the right to cancel any booking and refuse use of the pitch in cases of misconduct or illegal use.

Supervision

The hirer must be at least 18 years of age and shall, during the period of the hiring, be present and responsible for supervision of the premises and the contents in addition to the behaviour of all persons using the premises. The Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for the loss of contents. The hirer is responsible for collecting the key for the Town Hall and is responsible for ensuring that the front door is locked and the building is left secure after the hire. During Public use there shall, in addition to the hirer, be at least 1 competent person aged 18 years or over on duty on the premises to assist people entering and leaving. All persons on duty shall be aware of their responsibilities in the event of fire or other emergencies, including evacuation of disabled persons (may be assisted to evacuate by others from the group hiring the room), and the location and use of the firefighting equipment (see Appendix 1).

Use of Premises

Town Hall - Occupancy is limited to a maximum of 122 standing and 70 seated.

The hirer must not use the premises for any purpose other than that described in the Agreement and must 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 on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission. Smoking is not permitted, only externally. The use of naked flames, smoke, candles, tea lights or the operation of smoke machines is not allowed. No Gas cylinders containing any flammable LPG including propane and butane. No Fireworks or Chinese Lanterns.

Licences

The Hirer shall be responsible for obtaining such licences as may be needed whether for the sale or supply of intoxicating liquor, an application for which licence cannot be made if the regulations of Berkeley Town Hall prohibit the consumption of alcohol, and should check with the Booking Clerk that the Council holds a licence with the Performing Right Society or, where appropriate, you must hold such license's. No food or drink is allowed on the MUGA.

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.

Public Safety Compliance

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our fire risk assessment (see Appendix 1 for Fire Safety Strategy for the Town Hall) 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. You must also comply with our health and safety policy.

Health and Hygiene

The Hirer shall if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.

Electrical Appliance Safety

You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order (PAT tested), and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided you must make use of it in the interests of public safety.

Insurance and indemnity

(i) You are liable for: (a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents (b) the cost of repair of any damage (including accidental and malicious damage) done to our WiFi service (c) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our WiFi service, and (d) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our WiFi service, and subject to sub-clause (ii), you must indemnify us against such liabilities. (ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against: (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies we receive under the insurance policy. (iii) Where we do not insure the liabilities described in sub-clauses (i)(c) and (d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover. We are insured against any claims arising out of our own negligence

Accidents and Dangerous Occurrences

The hirer must report all accidents involving injury to the public to Berkeley Town Council as soon as possible and complete the relevant section in the accident book (the accident book is situated in the Town Hall office Berkeley). Any failure of equipment either that belonging to Berkeley Town Hall or brought in by the hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the Local Authority. The Town Clerk will give assistance in completing this form. This is in accordance with the reporting of Injuries, Diseases and Dangerous Occurrences Regulations.

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 the Town Council. No animals whatsoever are to enter the Town Hall kitchen or MUGA at any time.

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 of 1989 and that only fit and proper persons have access to the children.

Safeguarding children, young people and vulnerable adults

You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

Fly Posting

The Hirer shall not carry out or permit posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified Berkeley Town Council 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.

Sale of Goods

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Town Council shall be at liberty to make an additional charge. Cleaning equipment will be provided by Berkeley Town Council. The cleaning equipment (for use by the hirer) will be stored in the kitchen. The hirer is responsible for the disposal of any rubbish created by their event. Bags can be purchased at a cost of £3.00 each or the hirer can take the rubbish home with them.

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. MUGA hirers must abide by the 'Noise Management Plan Policy':

see website <https://berkeley-tc.gov.uk/wp-content/uploads/2022/08/BTC-MUGA-Noise-Management-Plan-2022.pdf>

Stored Equipment

The Town Council accepts no responsibility for any stored equipment or other property brought on to or left at the premises, or liability for loss or damage. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged until removed.

No Alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in anyway to any part of the premises without prior written approval of the Town Clerk.

Advertising Banners

For hirers using Council property the Council will allow, free of charge, the fixing of advertising banners to the Town Hall. The hirer must restrict the size of the banner in order not to obstruct the windows and CCTV cameras. The hirer will be responsible for providing the necessary fixings and will be responsible for putting the banner up and taking it down. The hirer will be responsible for complying with Health & Safety Guidelines when installing the banner.

Miscellaneous Charges

Any excess cleaning required as a result of the Hirer's activities will incur an extra hourly charge of £15. Loss of keys will incur a charge of £ 10 (ten pounds) for the cutting of new keys.

Wi-Fi Services

When using the Wi-Fi service you agree at all times to be bound by the following provisions:

1. Not to use the Wi-Fi service for any of the following purposes:
 - disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws
 - transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice
 - interfering with any other persons use or enjoyment of the Wi-Fi service
 - making, transmitting or storing electronic copies of material protected by copyright without permission of the owner
2. To keep any username, password, or any other information which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party.
3. We have the right to suspend or terminate our Wi-Fi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation: if you use any equipment which is defective or illegal or if you cause any technical or other problems to our Wi-Fi service.

Availability of Wi-Fi Services-Although we aim to offer the best Wi-Fi service possible, we make no promise that the Wi-Fi service will meet your requirements. We cannot guarantee that our Wi-Fi service will be fault-free or accessible at all times. It is your responsibility to ensure that any Wi-Fi enabled device used by you is compatible with our Wi-Fi service and is switched on. The availability and performance of our Wi-Fi service is subject to all memory, storage and any other limitations in your device. Our Wi-Fi service is only available to your device when it is within the operating range of the main hall. We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our Wi-Fi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our Wi-Fi service. Network speed is no indication of the speed at which your Wi-Fi enabled device or our Wi-Fi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

Grounds Maintenance Canon Park Recreational Field

Berkeley Town Council will maintain the ground to a standard necessary to allow enjoyment by all. Any ground maintenance required by regular users of the field requires notification in writing to the Council. Any ground maintenance carried out by regular users of the field i.e. sports clubs will be done at the expenses of the said club with no redress to the Council.

Code of Conduct for hire of the MUGA

By signing this document you are formally agreeing to the below Code of Conduct, that is expected of you and your group, in respect of the local residents:

- Avoid the use of excessive noise, foul language, and anti-social or intimidating behaviour.
- The latest vacation times of the premises after evening use.

- That the use of whistles will only be for competitive matches and to indicate the end of each allocated time slot.
- The maximum number of players allowed on the MUGA at any one time.
- Forbidding the use of the MUGA for hockey (as this can generate higher levels of impact noise when the ball hits a fence or backboard).
- The group leader must ensure proper use of the facility and is responsible for conduct of their group on and off the pitch.

The operator will be vigilant that this Code of Conduct is adhered to. Where it is discovered that this policy is being broken by the hirer they will be warned and reminded of their obligations under the policy. If the policy is broken again within an agreed period, the hirer will be suspended or banned from using the pitch. If a user acts in an unreasonable manner resulting in higher noise levels, and/or if excessively raised voices and anti-social language is witnessed by the caretaker then the use of the pitches will be stopped until the caretaker resolves the matter, with the player removed from the site if the behaviour continues. Users will be informed that swearing and anti-social behaviour is unacceptable, and that the facility reserves the right to dismiss users from the pitch and ban future use if this is the case. You have been nominated as the lead person to take responsibility for the booking.

Opening Times

The use of the MUGA shall be limited to the consent given between the following hours:

Monday to Friday – 08:00 to 21:00 hours

Saturday - 09:00 to 20:00 hours

Sunday - 09:00 to 20:00 hours

Bank Holidays - 09:00 to 20:00 hours

Appendix 1

FIRE SAFETY STRATEGY FOR HIRERS OF ROOMS WITHIN BERKELEY TOWN HALL

Under the Regulatory Reform (Fire Safety) Order 2005, the Responsible Person for the Town Hall is the Town Council (elected members). The site contact is the Town Clerk.

When rooms are hired within the Town Hall, the Hirer, bringing a group in to use the facilities becomes the Responsible Person for the time of usage and for the welfare of their group. Within the Town Hall, Hirers have access to the ground floor meeting room, ground floor toilets, 1st floor kitchen and 1st floor Main Hall. As part of your Hire agreement, it is vital that you understand your responsibilities for the Health, Safety and Welfare of your group, as well as fire safety arrangements for prevention measures as well as actions to take in the event of fire when in the premises.

At the start of the event, the Responsible Person must provide information on fire safety procedures to include the location of the Fire Exit Routes (front door and escape staircase in the kitchen) from 1st and ground floor and the Fire Assembly Point (Market Place, outside Berkeley Pharmacy). All Hall users and visitors are made aware of its location which should clearly be indicated on the Fire Action Notices.

Fire Marshal-The Responsible Person will act as Fire Marshal. The basic duties of the Fire Marshal are the same, to ensure that:

- The property is evacuated quickly and efficiently.
- All evacuees go directly to the appointed assembly point.
- All occupants are accounted for.
- The Fire Brigade has been called.

Signage:

- Details of escape routes; evacuation procedures and assembly points are recorded on the 'Fire Action Notice' displayed adjacent to call point positions. All fire exit signage shows 'the running man'.



In the Event of a Fire:

Leave the building as soon as possible via the nearest appropriate escape route

Fire Extinguishers:

Fire Extinguishers only to be used if the user is competent on Class of extinguisher based on type of fire and they are trained in safe use. If any extinguisher that has been discharged / damaged or fire blanket used, the incident must be reported to the Town Clerk as these are the property of the Town Council. Used kit must be replaced immediately.

1. FIRE PREVENTION

Most common causes of fire are linked to issues with electrical appliances and cooking activities:

Electrical Appliances:

- Ensure that appliances brought in for use are in good order, with no damage to plugs, cables, casings of equipment or the sockets being plugged into
- If sockets are seen to be damaged, report without hesitation to the Town Clerk, ensuring also that the socket is not used
- Ensure that electrical sockets are not overloaded
- Ensure that at the end of use, appliances are switched off

Catering for hire groups using the 1st floor Kitchen in the Town Hall:

- Use of the gas cooker, microwave, toaster and fridge are all permitted if agreed as part of your Hire agreement
- Ensure that equipment is used in a safe manner and that cooking tasks are not left unattended at any time
- Ensure at the end of use, clean down of equipment is carried out and checks are made
- Ensure that where used, the gas oven is fully off at the hob and combustibles have been left clear of previously hot surfaces

2. FIRE EVENT: SAFE PROCEDURES FOR HIRERS:**Fire Doors:**

- Fire doors within the premises at the ground floor to be closed when not in use and not propped open
- Ensure that depending on the room you hire, the fire exit routes are not obstructed at any time

Within the Town Hall, a fire is currently detected in 2 ways:

- Wired Fire Alarm System with call points (see zone plan by the panel in the entrance lobby)
- Visual spot of smoke or flames at the ground or 1st floor

In the event of a fire, the following procedure will be followed:

- Call to 999 to inform the Fire Brigade of location, incident, numbers of persons
- Do not attempt to tackle a fire unless trained and confident to do so
- Exit the premises by the nearest exit in an orderly manner following the instructions of the Responsible person
- Make sure that all Hall users leave the building and if possible, go to the assembly point in Market Place (outside Berkeley Pharmacy, at a safe distance from the building)
- Ensure all persons within your group have been accounted for. Ensure they understand not to leave the scene until they have been counted. The reason for this is to ensure the Fire Brigade, if in attendance, do not have to search for someone if not necessary
- Give assistance to Hall users with visual or hearing difficulties & wheelchair users as necessary
- For persons with mobility or other disability issues for users where the lift has been used to access the 1st floor, in the case of an actual fire event, the lift must not be used. If hirers or visitors are known to be visiting then they must implement PEEPs and measures to be able to evacuate an impaired person from the floor without relying on the fire service. An Evac chair is not available in the Town Hall as no trained person would be available.
- The person with a friend or colleague to support, would need to remain at a safe location e.g. away from the source of the fire and behind a fire door, with information passed to the Fire Brigade for an assisted rescue. The refuge area is the top floor landing by the entrance to the lift (signage on wall). This is a short-term place of relative safety where a person can reside until most people have evacuated and sufficient assistance is available. The main stair is protected/semi-protected at ground floor.
- On all persons being accounted for, the Responsible Person (the room hirer) would then secure the Town Hall, ensuring a key holder remains available to give the Fire Brigade access if necessary
- Do not return into the building until the Fire Brigade has given instructions to do so