

**RAYLEIGH TOWN COUNCIL**  
**Terms and Conditions of Council Chamber Hire**

1. On receipt of the invoice, the Hirer must pay to Rayleigh Town Council a minimum 50% non-refundable deposit. For invoices amounting to less than £100.00, payment is due in full. Bookings will only be confirmed on receipt of a completed booking form and the appropriate deposit.
2. For all bookings, a £200.00 returnable damage/cleaning deposit payable by a signed, guaranteed cheque to Rayleigh Town Council is due one month prior to the booking. The damage/cleaning deposit will be returned immediately after the booking providing that no loss, damage, extra cleaning or extra caretaking duties have been incurred.
3. All regular bookings, i.e. annual hirers, are for a maximum three hour meeting. Invoices for regular hirers are issued 1 month prior to the commencement of the 2 month period and are payable on receipt. A 3% surcharge will be added to all invoices paid more than 14 days late.
4. When cancelling a booking, the Hirer must give a minimum of 1 month's notice to receive a refund of 50% of their booking costs. Failure to give such notice to cancel may result in the full balance being retained. In the case of annual hirers all holiday dates must be supplied at the start of the booking/as soon as possible and in any case must reach Rayleigh Town Council before the time of invoicing for each two-month period. Should these dates not be supplied on time Rayleigh Town Council reserves the right to charge for the full period.
5. The Hirer must occupy the Chamber from the time stated on their booking form and must not leave the premises unoccupied at any time during the hire period. For weekend and evening room hire (from 4.00pm), the Caretaker will open the premises at the stated time and will return to lock the premises, again at the stated time. There is no time allowance for setting up and/or clearing up, if you require this you must include this in your booked time. Failure to comply with the stated times will forfeit the deposit. If the Hirer wishes to vacate the premises early he must contact the caretaker. The premises must be vacated by 9.00pm at the latest and failure to do so will result in additional charges being incurred by the Hirer. Additional charges will be deducted from the deposit.

- 6 The Hirer will, during the period of hiring, be responsible for the supervision of premises, the fabric and contents, care and safety from damage however slight or change of any sort.
- 7 The Hirer is responsible for the behaviour of all persons present whilst using the premises. Any expense incurred by Rayleigh Town Council due to the Hirer not complying with any rules/regulations will be charged directly and in full to the Hirer.
- 8 The Hirer will not sub-let or use the premises for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the premises or invalidate any insurance policies.
- 9 The Hirer shall indemnify Rayleigh Town Council for the cost of repair of any damage done to any part of the property, including the curtilage thereof or the contents of the building which may occur as a result of the hire.
- 10 At the end of the hiring, the hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition.
- 11 Rayleigh Town Council reserves the right to cancel any bookings in the event of the Chamber being required for use by Rayleigh Town Council or as a Polling Station for a Parliamentary or Local Government Election, in which case the Hirer shall be entitled to a refund of any hiring fee and/or deposit already paid. Rayleigh Town Council also reserves the right to cancel this hiring at any time, up to and including the date of hire, should it be found that the Chamber has been hired by person(s) misrepresenting the purpose of hiring and description thereof. In this instance the Hirer will forfeit the right to refund. Rayleigh Town Council reserves the right to suspend/terminate this agreement, giving due notice, with any hirer at any time should the Council feel it is in the best interests to do so.
- 12 The Council Chamber is used by Rayleigh Town Council on Monday evenings and occasionally other nights of the week. No bookings will be taken for this time.
- 13 Rayleigh Town Council reserves the right to withhold two dates per regular customer per booking year for its own use. Any regular customers so affected will be given a minimum of two months' notice prior to the date in question.
- 14 In the event of premises being rendered unfit for the use which it has been hired, Rayleigh Town Council shall not be liable to the

Hirer for any resulting loss or damage whatsoever.

- 15 All non-regular bookings, i.e. individual dates, are for a minimum period of two hours. Person(s) signing the agreement are legally bound to be responsible for the booking and must be present for the duration of the hire period.
- 16 All bookings will only be accepted by person(s) of 21 years of age or over. Rayleigh Town Council reserves the right of refusal of any bookings from any person or organization and the further right of any officer of the Council to have access to the whole of the premises during any booking for the purposes of inspection. The Chamber may be hired for meetings only by Rayleigh residents and may not be hired for any other purposes or by political parties.
17. All outside doors must be kept closed whilst any noise generating activity is in progress. Volume should be kept down to a reasonable level. Music may not be played.
18. All Hirers and their guests must vacate the premises in an orderly, quiet manner so as not to cause nuisance to surrounding residents.
19. No chewing gum/bubble gum is permitted on the premises.
20. Proof of public liability insurance will be required with bookings where applicable.
21. All Hirers are responsible for ensuring that the facilities being hired are suitable for their requirements and agree to immediately report any health & safety risks/concerns to Rayleigh Town Council. All regular Hirers will be required to complete a risk assessment form.
22. No alcohol whatsoever is permitted to be brought into the premises.
- 23 No smoking whatsoever is permitted within the premises **or within the green fencing around the Pavilion.**
- 24 It is the responsibility of the hirer to ensure that rubbish is disposed of properly. All rubbish should be removed from the premises.
- 25 A public car park is adjacent to the premises. Parking is not allowed in the playing field.
- 26 A hot water urn is available within the Council Chamber. It is the responsibility of the Hirer to ensure that this is switched off when they leave the premises. The Hirer must supply own disposable cups milk, sugar, tea, coffee etc,

- 27 The ground floor and first floor lobby areas are for the use of *all* those within the premises and therefore should not be taken over by any one group. It is also the main route of emergency exit for all within the premises and must not be blocked or obstructed by either groups of persons or personal belonging.
- 28 All hirers must familiarise themselves with the whereabouts of emergency exits and under no circumstance whatsoever should these be permitted to be obstructed or blocked but must be kept free with adequate room in all directions for their use in case of emergency.
- 29 Fire fighting equipment is situated throughout the premises and all Hirers should familiarise themselves with the whereabouts and the use thereof. Fire fighting equipment should not be deployed without due cause. Hirers should not allow others in their group to abuse this equipment. The repair or replacement of this equipment if abused or mis-used will be charged in full to the hirer. All Hirers should read and familiarise themselves with the emergency "In Case Of Fire" procedure notice which is posted in both the ground floor and first floor lobby areas. The Hirer is the designated Fire Marshal during the period of hire. The Hirer must have access to a mobile phone for use in the event of an emergency.
- 30 Decorations are not permitted to be attached to the fabric of the building. No sellotape, blue tack, drawing pins or fixings of any kind for decoration or notices can be used without prior consultation with Rayleigh Town Council. Any damage caused by the disregard of this will be charged to the Hirer.
- 31 The Hirer must not bring in and use his own equipment without having received written permission from Rayleigh Town Council. Portable Appliance Test certificates are required for any electrical equipment that is brought onto the premises.
- 32 The Council Chamber has been set up in conference style and the conference tables should not be moved.
- 33 These terms and conditions are effective from 1<sup>st</sup> January 2008 and are applicable to all bookings. Rayleigh Town Council reserves the right to make amendments to these Terms and Conditions.

*The above conditions may appear strict and exhaustive, but we have found it necessary to ensure the safety of all users and prevent any problems occurring. If you need any clarification on any of the above regulations, please do not hesitate to discuss with the Town Clerk.*

I accept the hire fees and the Terms and Conditions of hire of the Council Chamber.

Signed by the Hirer.....

Date.....