



**BURNHAM-ON-SEA & HIGHBRIDGE TOWN COUNCIL**  
**Agreement for Hire of the B&HTC Chamber Room**

This agreement is made between 'the hirer' named below and Burnham-on-Sea & Highbridge Town Council.

Burnham-on-Sea & Highbridge Town Council agrees to permit the hirer to use the Council Chamber for the purpose outlined below.

The hirer agrees to pay the hire fee stated within the terms.

<b>Hirer Information</b>	
<b>Hirer Organisation/Club</b> (if applicable)	
<b>If a Charity -Registered Charity Number – (Half Fee Required)</b>	
<b>Fee £</b>	
<b>Hirer Name</b>	
<b>Hirer Address</b>	
<b>Hirer Contact Details</b>	
<b>Event Information</b>	
<b>Event name</b>	
<b>Reason for hire</b> (outline of expected activities, PA system)	
<b>Date/s of hire</b>	
<b>Time of hire</b> (to include setting up and clearing away)	<b>From:</b> _____ <b>To:</b> _____
<b>Expected number of attendees</b>	<b>Daytime</b>
	<b>Evening</b>
<b>List any special requirements of the event or further relevant information</b>	

Please tick the boxes if you require any of the following extras

Item	
Flip Chart & pens	<input type="checkbox"/>
Screen & Projector (hirer to provide their own device to connect)	<input type="checkbox"/>
Lectern	<input type="checkbox"/>
Display Boards	<input type="checkbox"/>

## TERMS AND CONDITIONS OF HIRE

### 1. INTERPRETATION

In these terms and conditions references to 'The Council Chamber' are to the Burnham-on-Sea & Highbridge Town Council Council Chamber identified by the Hirer in the Agreement for Hire of the Chamber Room and includes any equipment provided by Burnham-on-Sea & Highbridge Town Council (B&HTC) for the Hirer's use, 'The Hirer' is the person who has contracted to hire the B&HTC Chamber Room from B&HTC.

B&HTC's decision as to the interpretation of the terms and conditions shall be final and conclusive.

### 2. PAYMENTS/FEES

Rates for the Chamber room hire:

Council Chamber Room	Weekday 9am-5pm	Weekend/Evening Bank Holiday 5pm-9pm
Business rate	£19.50 per hour	£26.00 per hour
Charity rate	£10.00 per hour	£13.00 per hour

Equipment Hire:

Equipment	Per Session (2 hours plus)	Per Hour
Flip Chart & Pens	£5.00	
Screen & Projector	£40.00	£20.00
Lectern	FREE	FREE
Display Boards	FREE	FREE

The hire fee has to be paid two (2) weeks prior to the hire date, failure to do so will result in a cancellation.

If your booking is made at short notice (within 14 days of the event) we will require full payment to be made by bank transfer at the time of booking.

Payment can be made by bank transfer, or cheques with prior agreement, payable to Burnham & Highbridge Town Council. Cheques will need time to clear before your event takes place (*allowing for the 2 weeks' deadline*).

B&HTC reserve the right to amend the hiring fee at any time prior to payment in full by the Hirer.

### 3. GENERAL PROVISIONS

The Hirer is responsible that use of the B&HTC Chamber Room takes place in accordance with these terms and conditions, and the purpose stated in the Agreement for Hire of the B&HTC Chamber Room. Any breach of these terms and conditions or use of B&HTC Chamber Room for other than the stated purpose shall entitle B&HTC to terminate the hire without recompense, notwithstanding that the event may have commenced, and to recover from the Hirer any loss or damage suffered by B&HTC in consequence.

#### **4. USE OF THE B&HTC CHAMBER ROOM**

The hirer is responsible for ensuring good order and behaviour whilst the B&HTC Chamber Room is hired to him/her and for the health and safety of all those using the B&HTC Chamber Room during the period of hire.

The Hirer is to ensure that the B&HTC Chamber Room is left in the same state of cleanliness as it was to be found prior to the commencement of the hire (failure to do so could result in an additional charge for cleaning).

All exits must remain unobstructed at all times during the period of hire.

All instructions given by B&HTC staff to the Hirer or to any other person present during the period of hire shall be complied with immediately.

The Council takes no responsibility for any goods, materials, equipment, clothing or other articles brought or left in the B&HTC Chamber Room by the Hirer or person using the B&HTC Chamber Room at his/her invitation.

It is the responsibility of the hirer to ensure that all electrical equipment brought to the B&HTC Chamber Room used during the hire period has been checked by a qualified electrician or been PAT tested. You will need to supply the certificate for all electrical items used whilst hiring the Chamber Room. This is a requirement under the Town Councils Health & Safety procedures.

Any breakages, faulty equipment or accidents must be reported.

#### **5. KITCHEN**

We are happy to provide a kettle, cups, saucers and spoons. However, these must all be washed, dried and put away after use.

Due to the risk of fire, the use of the oven and hob is not part of the hire facility.

Any consumables such as tea, coffee, milk and biscuits to be supplied by the hirer.

#### **6. NUMBER OF PEOPLE**

Capacity of the Council Chamber is up to 50 people.

#### **7. DELIVERIES**

Any deliveries (e.g. caterers, training materials) must arrive within your hire time.

#### **8. CLEANING**

All areas have to be left as found on arrival.

All crockery and cutlery has to be washed wiped and put back in the appropriate cupboards and drawers. All surfaces have to be cleaned.

At the end of the event any rubbish should be cleared and disposed of by the hirer.

An additional cost will be incurred and charged to you directly if the Chamber Room is left untidy and not as found on arrival. Cost is between £10-£20 depending on amount of cleaning required.

## **9. DECORATIONS**

No displays can be attached to any of the walls or woodwork (including the use of blue tack).

You must not use permanent or semi-permanent fittings, for example nails, screws and staples. You must not use drawing pins for any purposes.

You must not attach anything to electrical wires, gas or water pipes, or electric, gas or water fittings.

## **10. CONFIRMATION**

Bookings will be confirmed once a booking form has been completed, terms and conditions signed and returned and total payment has been received.

## **11. CANCELLATION/REFUNDS**

Refunds for cancellation will be made in full provided the cancellation is made by midday on the day before the day of hire.

B&HTC reserve the right to cancel any booking in the event of the Chamber being required in connection with an election, a civil emergency or any other extra-ordinary or special purpose.

Whenever possible the Hirer will be offered an alternative date, but if it is not possible or is not acceptable to the Hirer a refund of any fees and charges already paid will be made. No additional compensation will be paid in such circumstances.

## **12. CAR PARKING**

There is a car park adjacent to the B&HTC Building available to use at your own risk.

## **13. UPON LEAVING**

Please ensure all guests are aware that the Town Council Building is in a residential area, therefore we would ask all visitors to leave the premises quietly and respectfully.

## **14. SMOKING**

Smoking is not allowed in the B&HTC Chamber Room, or directly outside the premises. If you wish to smoke, please entirely leave the site.

## **15. INDEMNITIES AND INSURANCE**

The hirer shall be liable for and shall indemnify B&HTC against any expenses, liability loss, claims or proceedings in respect of:

- Loss or damage to any third party property arising out of or by reason of the hiring, or
- Personal injury to, or the death of, any person arising out of or by reason of the hiring or
- Loss or damage to any person or property arising in consequence of any breach of the Terms and Conditions (an in particular in respect of the cost of making good any damage

to the B&HTC Chamber Room, any loss arising as a result of theft, whether from the B&HTC Chamber Room or from any person using the B&HTC Chamber Room, and any breach of copyright), whether or not during the period of hire, except and to the extent that such is due to any negligence or breach of statutory duty of Burnham-on-Sea & Highbridge Town Council, its servants or agent.

It is the responsibility of the Hirer to effect whatever policy or policies of insurance they may need to cover the risks to which they are exposed arising out of or by reason of the hiring and the indemnity given by them under the conditions outlined above, except to the extent that the Hirer is entitled to and indemnity from the special hirer's liability insurance effected by Burnham-on-Sea & Highbridge Town Council (for a summary please see below). It is for the Hirer to satisfy themselves that they are covered by the terms of Burnham-on-Sea & Highbridge Town Council's policy. B&HTC reserve the right to require the Hirer to provide insurance as a condition of hire.

Where:

- The Hirer is required to provide their own public liability insurance, or
- Persons carrying on a commercial business (e.g. professional entertainers, caterers, etc.) will be carrying on business at the event which is subject of the hire, the hirer is required to satisfy the Council staff that appropriate insurance cover is in force prior to the event commencing (e.g. by producing a copy of the appropriate policy schedule).

## 16. RISK ASSESSMENTS

A risk assessment for the B&HTC Chamber Room is part of the hire pack. However, depending on the activity your organisation is undertaking on the day, you may need to undertake your own. A copy of your assessment must be made available to us on request.

### INDEMNITY TO HIRER SUMMARY

Indemnity to any individual who hire The Premises for non-commercial activities as being for the benefit of the local community.

Limit of indemnity - £2,000,000 any one claim

Indemnity will not be provided in relation to

- Any commercial or business hire
- Any individual, club, organisation, society or group who hire The Premises on a regular weekly or monthly basis
- Where indemnity is provided by another policy

## 17. PRIVACY NOTICE

Burnham-on-Sea & Highbridge Town Council is the "controller" of the personal data you provide

to us, our address is The Old Courthouse, Jaycroft Road, Burnham-on-sea, Somerset, TA8 1LE, telephone 01278 788088.

We need your name, phone number and email address in order to fulfil our contract with you in hiring out the Chamber Room, which would include contacting you with the details and invoicing or receipting your payment.

Your signed hire agreement will be held on file for one year.

Your personal data will be processed by Burnham-on-Sea & Highbridge Town Council employees only for the purposes above. We will not share your personal data with a third party unless we are legally obliged to do so.

You have the right to access your personal data held by us, the right to rectification of inaccurate personal data, the right to request erasure of your personal data, the right to request restriction of processing, the right to receive or have your personal data sent to another controller in a portable format, and the right to object to us processing your personal data.

You have the right to lodge a complaint with the Information Commissioner's Office by calling 0303 123 1113 or via their website [ico.org.uk](http://ico.org.uk)

## **FIRE INSTRUCTIONS**

***Smoking in any part of the building and immediate vicinity of the building is strictly forbidden***

**Location of exits & instructions are displayed in the Chamber. Please read the instructions upon arrival**

- 1. IF YOU DISCOVER A FIRE ...**
  - Go to the nearest fire alarm call point
  - Set-off the alarm by breaking the glass
  - DO NOT tackle the fire by yourself
  - If you are able to alert a member of staff, please do so
  
- 2. WHEN THE ALARM SOUNDS...**
  - Immediately leave the building by the nearest exit
  - Leave your belongings
  - Do NOT re-enter the building until told to do so by fire warden or member of Council staff
  
- 3. MEETING POINT.....**
  - Once you have left the building please make your way to the assembly point which is: At the far end of the large car park, adjacent to the playing field as you leave by the green glass doors. If you leave at the North end of the building, you will need to walk around the outside of the council building to reach the large car park site.
  - A designated fire marshal will meet you at the assembly point
  
- 4. IF SOMEONE IS MISSING? ...**
  - Tell a member of staff/designated fire marshal or the fire department
  - DO NOT re-enter the building
  
- 5. WHAT TO DO NEXT? ...**
  - In the event of a fire the fire department will advise the next steps
  - In the event of a fire drill, a member of staff/fire marshal will advise when you may re-enter the building

You will be required to keep a register of all persons on the premises for fire safety purposes. An up to date copy must be with the organiser at all times to be used in the event of an emergency.

# Agreement

Please sign 1 copy of the agreement and return to the address below and retain 1 copy for your records.

The Old Courthouse  
Jaycroft road  
Burnham-on-Sea  
Somerset  
TA8 1LE

I have read and understood the conditions of hire, and agree to comply with them. I also agree to comply with any particular conditions imposed on this hire, and to comply with any general notices posted in the B&HTC Town Council premises.

I understand that I may be required to pay for any loss or damage to the B&HTC Chamber Room for which I am responsible.

Signature of hirer: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of B&HTC: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



**If fee required:**

**BACS** transfers to:

Burnham-on-Sea & Highbridge Town Council

Sort Code: 60-04-12

Account No: 56092431

Ref: Roomhire/Date

**OFFICE USE ONLY**

<b>Booking form was submitted</b>	Date:
<b>Booking form was accepted</b>	Date:
<b>Entered into the diary</b>	Date:
<b>Person Responsible for Opening/Closing Building</b>	
<b>Terms &amp; Conditions of Hire sent</b>	Date:
<b>Payment Received</b>	Date:
<b>Any other information</b>	