Bat & Ball Centre
Terms & Conditions of Hire

Definitions

For the purpose of these Conditions of Hire, "Hirer" means the person or organisation to whom this letter and accompanying invoice is addressed, and "Council" means Sevenoaks Town Council, which is the owner and operator of the Bat & Ball Centre ("the Centre").

1. **Payment**
   a. The Hirer shall pay a **Holding Deposit** of half the cost of a booking within 2 weeks of confirmation of booking and the balance of fees is due one calendar month prior to the event or "Due date" on the invoice. Please keep to the booked times. Extra time may be available by prior request if the room is not occupied. An extra charge will be made at the same hourly rate if the booked time is exceeded.

   b. All events require the payment of a refundable **Damage Deposit** of 25% of the booking charge (minimum £150 or £400, at the discretion of the Council), which will be applied to the invoice. This is separate from the Holding Deposit. The Damage Deposit will be returned after the event, provided no damage is caused at the Bat & Ball Centre, all rubbish is removed and the building is left in a clean state. This includes the cleaning of any kitchen equipment used. Please ensure that caterers are aware of this.

   c. Vacating the Premises – The Hirer must ensure that all guests, equipment and personal belongings have been removed and that the premises have been fully vacated by **12:00 midnight.**
   If the Hirer has not vacated the building by 12:01am, a charge of £100 per room will be applied. If the premises remain occupied after 1:00am, a further £100 charge will apply. An additional £100 will be charged for every hour (or part of an hour) thereafter until the premises have been fully vacated. Where applicable this charge will be deducted from the damage deposit. If the charge exceeds the value of the damage deposit, the Hirer will remain liable for the outstanding balance.

   d. If the Hirer uses previously un-booked space or hirable facilities, they will be liable for the full hire costs, which will be invoiced and deducted from the damage deposit.

   e. **Damage caused to the varnished wooden flooring will result in a charge of £1000 being invoiced to the Hirer.** Please see clause 15 (no adhesive products are to be used on the floors and walls) and note that this also relates to dance floors, runways and carpets, which are NOT permitted in the Centre, see clause 16.

2. **Gratuities**
   Town Council Staff are not permitted to accept gratuities or tips.

3. **Additional Facilities**

The following facilities are available for your use by arrangement with the Council, but we do need advance notice. If used and not pre-booked they will be chargeable. Please indicate on the Enquiry Form.

- Technical Equipment – Audio Visual, Public Address and Lighting is available as standard.
- Technical Support - At least 1 months' notice must be given prior to the event if you wish to book technical support and is subject to staff availability. This service is chargeable.
- Flipchart (paper and marker pens supplied)
- Bridge/games tables
- 6ft round tables (seat 8-10 people per table)
- Tablecloths
- Tea & coffee (to be discussed)

4. **Payment Procedure**

Please sign and detach the Enquiry Form and return it to Sevenoaks Town Council at the address overleaf.

Once we have confirmed your booking, and you have been invoiced, payment needs to be made in accordance with Section 1 above.

Payment can be made by the following methods:

- cheque made payable to **Sevenoaks Town Council.**
- card by phoning Sevenoaks Town Council on **01732 459953**.
- bank transfer to NatWest Bank, account name **Sevenoaks Town Council**, sort code **60-19-02**, account number **23169788** using your invoice number as the reference.

5. **Cancellation**

a. If the Hirer cancels the booking within 21 days of the date of the event the full fee will be payable.

b. In the event of the Council cancelling the booking due to the premises being unfit for its intended use or required as a Polling Station, all fees paid by the Hirer shall be refunded.

c. The Council reserves the right to cancel any bookings at any time without incurring any liability to the Hirer.

d. National Mourning - If the event is cancelled due to period of National Mourning, which is beyond our control, we would endeavour to re-schedule the booking. Hirers are advised to check out their insurance – especially those planning their weddings.

6. **Maximum Capacity** – as determined by premises regulations. On no account shall these figures be exceeded due to Licensing.

a. The Harry Garrett Hall has a maximum capacity of 340 standing, 340 seated in theatre style and 160 seated at tables (these figures include helpers and performers).

b. The John London Hall has a maximum capacity of 130 standing, 120 seated in theatre style and 65 seated at tables

c. The Harry Garrett and John London Halls combined (sliding door open) have a maximum capacity of 470 standing, 460 seated in theatre style and 260 seated at tables

d. The Meeting Room has a maximum capacity of 20 standing, 20 seated in theatre style and 20 seated at tables

For the comfort of hirers, the numbers for seating in theatre style or seated at tables may vary from the above figures, which are given for maximum capacity. Please discuss.

7. Cleaning and Waste Disposal

a. All use of the Centre premises and facilities is subject to the Hirer accepting responsibility for returning furniture and equipment to their original positions and for securing doors and windows as required. Under no circumstances must the premises be left empty and unlocked.

b. The Council does not offer a clearing up service after the event.

c. All users shall leave the premises and surrounds in a clean and tidy condition with all lighting turned off. Hirers are responsible for ensuring that caterers have cleaned and tidied the kitchen. All remaining food and drink should be removed from the fridges and freezer. A caretaker fee will be charged if not in a clean and tidy condition.

d. The crockery/cutlery must be left in a clean condition and replaced in the correct cupboard/drawer.

e. Please separate rubbish into the appropriate recycling bins located in the back yard outside the kitchen and on site.

f. Caterers and decorators should take all food trays, used cooking oils, packaging and decorations away with them.

g. Hirers should ensure that they (or their decorators) remove any gas cylinders used for inflating balloons and other inflatable displays from the premises. These cannot be stored or disposed of by Sevenoaks Town Council. A caretaker's fee will be charged for any gas cylinders left on the premises.

8. Premises Closing Time

The closing time of the premises is midnight. We recommend that you allow an hour to tidy up so that you are ready to vacate the premises by this time.

9. Music

The Hirer shall ensure that the playing of music ceases at 11pm.

10. Fire Safety

It is the responsibility of all Hirers and users of the Bat & Ball Centre to familiarise themselves with the fire safety procedures for the venue and to follow these procedures in the event the fire alarm is sounded. Evacuation procedures are located on the wall inside each hall/room, adjacent to the door.

11. Emergencies

a. In the event of calling the Emergency Services please use the postcode **TN14 5DN**. What3words **sides.saving.curl**

b. There is a defibrillator located on the wall outside the front entrance.

c. The caretaker would normally be on-site – if not, an emergency number will be given.

12. Portable Cooking Equipment

The Council is not insured for use of portable cooking equipment as they would not be subject to our maintenance regimes and as such are not insured for use on our premises. It is the responsibility of the hirer to ensure that they inform caterers and other third parties that **portable cooking equipment is not permitted in the Centre**.

13. Food Carts

Food carts which involve the cooking of food are NOT permitted inside the halls. **All cooking should be done in the kitchen.** For all other food carts the hirer should obtain permission from the Council first and then a risk assessment from the company and forward this to the Council. Please discuss.

14. Barbeques and Spit Roasts

Barbeques, spit roasts or other forms of outdoor cooking are NOT permitted within the grounds of the Bat & Ball Centre. **All cooking should be done in the kitchen.**

15. Adhesive products

No adhesive products are to be used on the floors and walls. This includes the use of double-sided sticky tape to secure display stands or other equipment to the floor. Please ensure that your fitters and decorators are aware that adhesives should not be used.

16. Dance Floors, Runways and Carpets

Dance floors, runways and carpets are NOT permitted in the Centre.

17. Glitter Confetti

No glitter confetti is to be used.

18. Smoke Machines

The building is protected at all times by a fire alarm system. A smoke machine from disco equipment may activate the smoke detectors. Therefore, please do not use these.

19. Children's Parties

a. **Bouncy Castles and Inflatables.** Bouncy Castles are NOT permitted within the building and can only be used in the rear garden. Special Conditions apply for the use of Bouncy Castles. The Hirer will be required to sign a form agreeing to the conditions and produce the information requested prior to the booking date. For all other inflatables there is a height restriction of **2.6m** in the Harry Garrett Hall. Inflatables cannot be used in the John London Hall.

b. **Sports Parties.** The throwing and kicking of sports equipment e.g. balls is NOT permitted inside the building. Please see separate hire of the Multi Use Games Area (MUGA)

c. Tables and chairs for the children must not be set up on the stage.

d. Please do not use sparkler candles on birthday cakes as they create smoke and may set off the fire alarm. Ordinary candles are acceptable.

20. Booking Restrictions

No "teen" parties from the age of 16 will be permitted.

21. Supervision

a. The Hirer must be 21 years of age or over and must be present at the function/event.

b. The Hirer shall, during the period of hiring, be responsible for supervision of all persons using the premises and of car parking arrangements for those attending their function, to avoid damage, inconvenience or obstruction to others and advise guests of parking limitations and the need to car share.

c. Children should be supervised by adults at all times within the Centre and grounds.

22. Damage

The Hirer shall be responsible for the cost of repairing any damage to the building, its contents or grounds during, or as a result of, a booking.

23. Licences

a. The Bat & Ball Centre is licensed for entertainment and the sale of alcohol.

b. Any Hirer planning to sell alcohol must inform Sevenoaks Town Council at the time of booking ('sale of alcohol' includes events when a glass of wine is included in the ticket price).

c. Sevenoaks Town Council has a Designated Premises Supervisor; however it remains the responsibility of Hirers to ensure the function they hold is properly managed.

d. A bar may only be operated by a Personal Licence Holder who will be required to present the Town Council with their Licence (a photocopy will not suffice) plus details of other staff who will be serving alcohol, prior to confirmation of the booking.

e. Alternatively, the Town Council will accept a Temporary Event Notice (TEN), which has been signed by the Licensing Partnership.

f. Hirers may bring in their own alcoholic drink for consumption on the premises but only on condition that it is not sold.

24. Insurance

The attention of the Hirer is drawn to the need to make private arrangements for insurance in respect of claims which might be made by persons for injury or damage arising out of the hire of the Centre (the Centre is insured against any claims arising out of the Council's negligence).

25. Use of Premises

a. The Hirer shall not sub-let or use the premises for any unlawful purpose, nor do anything to bring onto the premises anything which may endanger the premises, its users, or any insurance policies relating thereto. All disco and electrical equipment brought into the Bat & Ball Centre must have a current Portable Appliance Test (P.A.T.) certificate.

b. The part of the building hired may only be used for the purpose for which it was originally booked. Use of the building is confined to this area.

c. The premises may not be hired for discos or parties if an entrance fee is being charged without prior agreement from Sevenoaks Town Council.

d. Section 26 of the Counter Terrorism and Security Act 2015 places a duty on certain bodies, in the exercise of their functions, to have 'due regard to the need to prevent people from being drawn into terrorism'. This is known as the Prevent Duty. In complying with the Prevent Duty, there is an expectation that local authorities ensure that publicly owned venues and resources do not provide a platform for extremists and are not used to disseminate extremists views.
Therefore the hirer is not to use local authority resources to espouse violent and / or non-violent extremists views. The Government has defined extremism as 'vocal or active opposition to our Fundamental values, including democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs. Also included in the definition of extremism is calls for the death of members of our armed forces.

26. <u>Food Safety</u>

a. It is the Hirer's responsibility to ensure that all food provided is within Food Hygiene legislation and that suppliers are appropriately registered with Environmental Health.

b. Where appropriate, Sevenoaks Town Council will require details of Environmental Health Registration.

c. It is the Hirer's responsibility to ensure that, when providing refreshments, all allergy food safety requirements are met.

d. Sevenoaks Town Council takes no responsibility for the provision of refreshments provided by Hirers.

27. <u>Sale of Goods</u>

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any local code of practice issued 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 on actual Retail Prices.

28. <u>Regulations</u>

The Hirer shall be responsible for the observance of regulations imposed by the Local Authority and the Fire Authority and the Council regarding maximum permitted numbers and other matters.

29. <u>Right of Entry</u>

Right of entry to the Centre shall be permitted at any time to any member of the Management of Sevenoaks Town Council or a delegated person.

30. <u>Hire of Premises</u>

Sevenoaks Town Council reserves the right to refuse room hire bookings.