

# **Midway Community Centre**

Rowan Drive, off Chestnut Avenue,  
Midway, Swadlincote, Derbyshire DE11 0FH



## **Terms & Conditions**

### **Inc. Booking Form**



# Conditions of Hire

## Definitions

- 1) In these conditions:-
  - a) “**Hirer**” means the person authorised to sign the booking form for the hire of the premises and where a promoting organisation is named in the booking that organisation also shall be considered the Hirer and shall be jointly and severally liable with the person who signs the form.
  - b) “**Premises**” means the part or parts of which the Hirer has use and which are specified in the booking form.
  - c) “**Surety**” means the amount required to be deposited against the risk of the premises and/or equipment being left by the Hirer in an unacceptable and/or damaged condition.
  - d) “**The Event**” means the Event, entertainment or other purpose for which the Hirer proposes to use the Premises, and which is stated on the booking form.
  - e) “**The Hire Charges**” means the amount payable for the use of the Premises as defined and set out in **Clause 7** together with such additional expense or charges as defined in **Clauses 8 and 9** and such expenses or charges as may become due as defined in **Clauses 8 and 9**.

## Booking and Hire Charges

### Booking Forms

- 2) Bookings for the hire of the Premises shall be made in writing on the form provided which is obtainable from the Cemeteries & Services Officer. The purpose for which the Premises are to be used must be clearly stated. Any booking may be refused without giving reason for the refusal.

### Deposit Fee

- 3) Where applicable, a deposit of £20 shall be paid on request with the balance of the Hire Charges being due no later than 14 days prior to the date of hire unless there is an agreement in place for payment to be made on invoice following the Event or payment is made in full at the time of booking.

### Charges

- 4) Hirers who book the facilities and receive an estimated cost of hire should note that the estimate is calculated on the current rate in force at the time of the request. Hirers may pay the whole amount of the Hire Charges at the time of booking should they so wish.

### Cancellation by Hirer

- 5) In the Event of cancellation by the Hirer after acceptance of the booking by the Council, the deposit shall be retained by the Council unless transferred to a new booking. A cancellation fee may also be due where the event is cancelled within 14 days of the date of hire.

- 6) The Cemeteries & Services Officer may at any time demand the provision by the Hirer of a Surety deposit, particularly when past Events are known to have incurred damages or unacceptable levels of cleanliness. This surety will be held against the risk of damages and/or unacceptable levels of cleanliness found after the hiring. This additional deposit is refundable after the hiring provided no damage to premises or equipment has occurred and the premises have been left in a condition acceptable to the Cemeteries & Services Officer.
- 7) The Hire Charges shall be payable per full hour in accordance with the charge list and shall include (in addition to the use of the Premises for the event) the ordinary preparation (set up) and reinstatement (taking down of furniture and equipment) and the use of such toilet facilities as are provided. The hire charges shall commence from the access time stipulated on the booking form or actual time of access of the Hirer (or his services) whichever is the earlier, to the departure time stipulated on the booking form or actual time of departure of the Hirer (or his services) whichever is the later.
- 8) The Hirer may request such additional preparation, reinstatement or services under "Extra Requirements" on the booking form. The Cemeteries & Services Officer may at his or her absolute discretion refuse to provide any of those services requested by the Hirer without giving reason for the refusal.
- 9) The Council reserves the right to pass on any reasonable costs to the Hirer should the Premises be left in such condition following the Event as to require additional levels of cleaning or maintenance in the opinion of the Cemeteries & Services Officer or their representative.

### **Hirer's Responsibilities**

- 10) It is the Hirer's responsibility regarding

#### Payment

- a) To be responsible for the payment of the Hire Charges.

#### Damages to Premises

- b) To take good care of and not cause, or permit, any damage to be done to the Premises or any part of the Premises, or of the fittings, contents, accessories, apparatus, equipment and appliances provided in the premises or other property in the Premises (and shall pay on demand the expenses of making good breakages, damage or other loss arising out of the Hiring or the Event, whether accidental or otherwise).

#### Loss or Damage and Indemnity

- c) To be responsible for the supervision for the safe custody of articles brought onto the Premises in connection with the event and for damage to, or loss of, any property, articles, or things of any nature placed in or left upon the Premises by persons attending the event, and shall indemnify (and keep indemnified) the Council against all costs, claims, demands, or actions for such damage or loss where such damage or loss is not directly attributable to the wilful act, negligence or default of the Council.

#### Personal Injury and Indemnity

- d) To indemnify and keep indemnified the Council against any costs, claims, actions, or damages in relation to death or personal injury to persons using the Premises during the period of Hire where such death or personal injury is due to the negligent act, omission or default of the Hirer, his servants, agents or persons under the Hirer's control. The Hirer is responsible for carrying out his own written risk assessment prior to the start of the event. A template Risk Assessment is available on request.

### Use

- e) To use the Premises only for the purpose stated on the booking form and for no other purpose whatsoever.

Under Section 26 of the Counterterrorism and Security Act 2015 and related statutory guidance, the Council must 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, Councils are required to ensure that publicly owned venues and resources do not provide a platform for extremists and are not used to disseminate extremist views.

The Government have 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 our definition of extremism are calls for the death of members of our armed forces.

Therefore, the hirer shall not use any local authority resources to promote violent and/or non-violent extremist views. This applies to speakers in person or those using any form of online platform, any pre-recorded video footage, or any speakers added to an event agenda after the initial booking.

### No subletting

- f) Not to assign this agreement, sublet or part with the possession of the Premises or any part of the Premises during the Hiring or cause, permit or suffer to be removed any contents from the Premises. At the end of the Hiring the Hirer shall give back the Premises in a reasonably tidy, undamaged state, removing all the Hirer’s own effects and belongings.

### Control and Compliance with Conditions

- g) To provide adequate supervision and control of the Event and persons attending the Event and shall comply with any specific requirements of the Cemeteries & Services Officer in this respect and in particular with the provisions of any Bylaws or Conditions or Regulations or other legislation applying to the Premises from time to time, and in all cases with any requirements of the Fire Officer. The Hirer shall satisfy himself or herself as the action to be taken in the event of fire, the location and use of fire exits and escape routes and operation of doors. The Hirer shall also comply with any conditions attached to any other Licence or Permission relating to the event including the seating or audience capacity specified on the booking form.

### Obstruction – Fire Exits, Parking of Vehicles

- h) To ensure that there is no obstruction of entrances to or exits from the Premises, especially fire exits and that no fire doors are wedged open. That as Hirer, every effort is made to ensure that those persons attending the Event use the Premises car park where possible and not on-street parking.

### Supervision and compliance of those attending

- i) To comply and ensure that those attending comply with all reasonable requirements of the Cemeteries & Services Officer or other authorised Officer of the Council during the period of hire or during such other times, as they shall be in the Premises because of the hiring.

### Good Conduct

- j) To ensure that during the Event good order and good conduct is kept by those attending the Event and be responsible for the efficient supervision of persons attending the Event, the orderly, quiet, and safe admission and departure of such persons to and from the Premises and the orderly and safe clearance of the Premises in case of emergency.

### Noise Levels

- k) To ensure that nothing is done or permitted to be done so as to cause a nuisance or annoyance to occupiers of properties in the vicinity, for example loud noise. The Hirer shall, where requested by the Cemeteries & Services Officer or other authorised officer of the Council, decrease any volume levels immediately to the defined level and/or comply with any other relative request or risk closure of the Event.

### Alcohol

- l) The Premises is not licensed for the sale of intoxicating liquors. Hirers wishing to provide excisable liquor for sale at a function, may with the consent of the Council, arrange for a Public Licence Holder, to provide excisable liquor at their function. A Public Licence Holder is not required where a hirer provides at his/her own expense, intoxicating liquor for the consumption free of charge, by the guests attending a function.

### Children

**To ensure that when alcohol is sold and/or consumed at their Event in the Premises, children under the age of 16 must be accompanied by a responsible adult. It is essential to know that it is an offence for alcohol to be sold to persons who are drunk and to persons under the age of 18 and for an adult to purchase alcohol for the consumption of those under 18 years of age.**

### Smoke Free Environment

- m) In the interests of Health, to advise those attending Events that it is illegal to smoke in public places and to ensure that those attending the Event comply with the legislation.

### Posters, Placards, Party accessories

- n) Not to put up any signs, flag, emblems, advertisements, poster boards, or other notice on the Premises or to any part of the Premises except such as shall have been agreed previously with the Cemeteries & Services Officer. Indoor fireworks, lit candles and confetti bombs are not permitted.

### Nails, Screws etc.

- o) Not to cause or permit any nails, hooks, screws or tacks to be driven into the walls, woodwork, floors or furniture or any part of the Premises.

### Service Fittings

- p) Not to make extensions or alterations to, or additions of, gas, electric, or electronic fittings without prior approval. *Any appliances brought on to the Premises must have a P.A.T. Certificate which must be produced on request of the Cemeteries & Services Officer.*

### Inspection

- q) To allow the Cemeteries & Services Officer, all other Council employees or agents or other persons on the Council's behalf and any Police Officer on duty at the time of hiring at all times to enter the Premises for any purpose during the hiring.
- r) To evaluate the hazards for their particular Event and produce a written Risk Assessment plan stating the controls put in place to eliminate the risks for those attending the Event. A template Risk Assessment is available on request.
- s) To ensure that the Premises are vacated by the end of the time of hire stated on the booking form and if the duration of the Event is longer than stated in the booking form, pay to the Council on demand such additional charges per hour or part thereof as necessary.

### Copyright

- t) To comply with the requirements relating to copyright set out in **Clause 11** and to indemnify the Council against any costs, actions, demands and claims relating to any infringement of copyright, which may occur during the Event.

### Bouncy Castles

- u) To ensure that any inflatable that is brought in to the centre has a current safety/test certificate and the hire company has appropriate Public Liability Insurance. Copies of the certificate and insurance are to be provided to the District Council prior to the date of hire.

## **Copyright**

### Copyright Licences

- 11) No copyright work (other than copyright music, the performing rights of which are vested in the Performing Right Society Ltd), shall be performed without the licence of the owner of the copyright and the Hirer shall produce such licence to the Cemeteries & Services Officer.

### Performing Rights Society

- 12) The Council has obtained the Licence of the Performing Rights Society Ltd for the performance of copyright musical works in the Premises. The Hirer shall comply with the terms and conditions of the Society's Licence, a copy of which may be seen on application to the Cemeteries & Services Officer.

## **Council's Rights**

### Ticket Sales

- 13) The Council does not undertake any responsibility with regard to ticket sales or collection, the receipt of entrance money or the taking of cheques and passes.

### Fly Posting

- 14) Fly posting is illegal and the District Council has a policy of prosecution.

### Cancellation by the Council

- 15) The Council reserves the right at any time to cancel a hiring if any matters come to its notice which were not made clear by the Hirer at the time of the booking and which relate to the Hirer, the Event, or the persons likely to attend the Event and which in the Cemeteries & Services Officer's absolute discretion, would harm the reputation of the Premises or of the Council or would pose a threat to public order inside or outside the Premises, and in such case the Council shall be entitled to retain the deposit paid, and no compensation shall be payable as a result of such cancellation.

## **Cancellation by the Council for Breach**

- 16) If a breach or breaches of these conditions has occurred or a risk to the health, safety and welfare of those attending has occurred or is likely to occur, then the Cemeteries & Services Officer or their representative may at any time stop the Event and no compensation shall be payable by the Council for such action, nor will any fees paid be refundable in whole or in part.

- 17) In the event of the Premises being required by the Council, the Hirer will be required to give them up and the Hire Charges paid for the time so given up will be refunded. The Council will endeavour to provide as much notice as possible in the event of the Premises being required for their use.
- 18) The Council shall not be liable for any loss due to any strikes, lockouts, riots, breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction, act of God or other acts whatsoever which are beyond their control which may cause the Premises to be temporarily closed or the hiring to be interrupted or cancelled and no compensation shall be payable by the Council in such case **PROVIDED ALWAYS THAT** the Council may at their discretion refund such part of the Hire Charges they think appropriate and **PROVIDED ALWAYS THAT** this clause shall not be construed as imposing any obligation on the Council to refund any part of the Hire Charges.
- 19) Any complaint by the Hirer arising from the hiring shall be made in writing to the Cemeteries & Services Officer within 14 days of the occasion of the complaint.

### ***Privacy Notice***

#### ***How is your information used?***

*The information collected on the booking form will be used to contact you regarding your venue enquiry/booking or when seeking feedback on the service provided.*

#### ***Who has access to your information?***

*Information can be accessed by staff within the Cultural Services Team and may be shared with other Council Departments, and, where required, other key partners but only in connection with the provision and use of Council venues and/or service improvements.*

*For further information about how your personal information will be used, please visit [www.southderbyshire.gov.uk](http://www.southderbyshire.gov.uk) where you can see a full copy of our privacy notice. Alternatively you can request a hard copy from [cultural.services@southderbyshire.gov.uk](mailto:cultural.services@southderbyshire.gov.uk)*



# Hire Charges

(per hour or part thereof)

Note: All charges subject to VAT

<b>Sports Hall</b>	
<i>Off peak</i>	
Mon – Fri 7am – 4pm	£10.00 (+ VAT)
<i>Peak</i>	
Mon – Fri 4pm – 10pm	£15.00 (+ VAT)
Sat any time	£15.00 (+ VAT)
Sun	£22.50 for 1 <sup>st</sup> hour then £15.00 per hour (+ VAT)
After 10pm any day	£25.00 (+ VAT)

<b>Foyer Meeting Room</b>	
<i>Off peak</i>	
Mon – Fri 7am – 4pm	£10.00 (+ VAT)
<i>Peak</i>	
Mon – Fri 4pm – 10pm	£12.50 (+ VAT)
Sat any time	£12.50 (+ VAT)
Sun	£18.75 for 1 <sup>st</sup> hour then £12.50 per hour (+ VAT)
After 10pm any day	£25.00 (+ VAT)

Discretionary surcharge for use of kitchen (only applies where additional cleaning has been required following an event).	£30.00 (+ VAT)
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## Room Capacities

Sports Hall – Maximum capacity 180 persons, theatre style - 120, meeting style - 100  
(please note the Centre has seating for 80 persons additional seating would need to be hired for numbers greater than this)

Foyer Meeting Room – Maximum capacity 60 persons, theatre/meeting layout - 40



# Midway Community Centre BOOKING FORM

Contact Name:			
Organisation:			
Address:			
Invoice address (if different from above): <i>Note: Invoices cannot be raised for party bookings</i>			
Telephone Number:			
Email address:			
Date of hire:			
Start time:*		Finish time:*	
<i>*Don't forget to allow time for set up at the start of your event and clearing away afterwards.</i>			
Purpose of hire:			
Number of attendees:			
Room(s) required	Sports Hall	Foyer Meeting Room	Kitchen
Room layout (please circle):	Boardroom	Theatre	Banquet Other
Additional equipment/ services required (please circle):	Flip chart WiFi	Projector	Screen PA system

**I have read the conditions and understand their meaning and I agree to observe and abide by them.**

Signature:	
Date:	

Please return your completed form to: Cultural Services, South Derbyshire District Council, Civic Offices, Civic Way, Swadlincote, Derbyshire, DE11 0AH [cultural.services@southderbyshire.gov.uk](mailto:cultural.services@southderbyshire.gov.uk)