

# Conditions of Hire - Brierfield Community Centre

**These conditions form part of your application for hire of a venue  
(Please read carefully before signing the booking form)**

**EVENTS BOOKING TIMES:** 11.30am to 4.00pm (Hall must be emptied by 4.00pm)  
5.30pm to 10.30pm (Hall must be emptied by 10.30pm)

- **NO** confetti of any type is allowed in the building
- Set-up or dismantling time will be charged at £40 per hour outside the booking hours
- When music is being played, you **MUST** close all windows and doors of the building on the Chapel Street and Beatle Street side of the community centre.
- All doors must be closed by 9pm.
- All entertainment and music will be switched off by 10pm.
- The building **MUST** be left in a **clean and tidy condition**, if not charges will be incurred for cleaning.
- Should the premises **NOT** be vacated by the time shown in the agreement, the hirer shall be liable:
  - ❖ To an additional charge of £70 per extra hour.
  - ❖ Also, if numbers exceed from the specified amount, then an additional charge of £70 will be made.

(Additional charges will be deducted initially from the £150 deposit paid).

**Return booking form** at least one month prior to the proposed booking date to: -  
Hall keeper, Brierfield Community Centre, 21 Colne Road, Brierfield, Nelson BB9 5HW

Your full payment must be received at least one month prior to your function date.

If you have any queries about this form or your booking, please ring 01282 615454

## **PLEASE NOTE:**

- **You have booked this event in line with the LICENCING REGULATIONS.**
- **Persons over the amount YOU HAVE STATED CANNOT be admitted to the facility.**
- **Cancellations must be in writing to the hall keeper at the above address (refer to your conditions of hire)**

## **FAILURE TO MEET THESE CONDITIONS MAY RESULT IN PART OR ALL OF ANY DEPOSIT PAID NOT BEING RETURNED**

**These conditions form part of your application for hire of either venue (Please read carefully before signing the booking form and comply with them at ALL TIMES, there will be no exceptions)**

**CONDITIONS OF HIRE - You as the Hirer of the facilities are bound by the conditions of hire, it is essential that you read and comply with the conditions in order that the smooth running of your function is assured.** These conditions apply to the hire of accommodation in Brierfield Community Centre or Brierfield Town Hall. These conditions will apply and shall form part of any Contract for such hire.

1. No gas or electric lights, fittings or fixtures shall be interfered with.
2. No nail or fastening of any kind shall be driven or put into any wall, floor, partition, pillar or other furniture or fitting, nor should any other damage be done to the accommodation, nor shall any advertising bill or placard be put up or displayed inside or outside the accommodation without the prior permission from the Hall Keeper.
3. Should the premises not be vacated by the time shown in the agreement the Hirer shall be liable to an additional charge of £70 for each hour or part thereof. Such additional charge will be deducted initially from the £150 deposit paid.

4. No person shall be admitted in excess of the maximum number permitted.
5. The Hirer shall keep every entrance and exit in connection with the accommodation clear of all obstruction and ready to use in the case of emergency.
6. All parts of the accommodation shall be free and open to the access and attendance of Police Officers on duty.
7. The Hirer shall not bring alcohol on to the premises for re-sale; alcohol for personal consumption shall not be brought on to the premises without the prior consent of Brierfield Town Council.
8. The Hirer shall **take out appropriate insurance** for group hires, fundraising events and other activities to cover public liability and insurance of the equipment.
9. If you are having entertainment the music will be switched off by 9.30pm. All doors must be closed by 9pm and the volume level must be reduced to be respectful to our neighbours.
10. CANCELLATION NOTICE
  - (a) If the Hirer cancels a booking 4 weeks prior to the event then a £35 admin fee will be incurred, which will be deducted from the deposit.
  - (b) If cancellation is within 2 to 4 weeks prior to the event, the Hirer will pay 50% of the overall costs.
  - (c) If cancellation is less than 2 weeks prior to the event, the Hirer will pay 100% of the overall costs.
  - (d) If the hirer changes the venue and/or the date a £35 admin fee will be incurred.
  - (e) all cancellations must be emailed or in writing to Hall keeper, Brierfield Community Centre, 21 Colne Road, Brierfield, Nelson BB9 5HW
11. The Hirer shall not use the accommodation or cause or permit the accommodation to be used for a function type other than that for which the accommodation is hired to him, in particular the Hirer shall not use it or cause or permit it to be used:
  - (a) For the purpose of gaming; or
  - (b) For amusements with prizes except in compliance with the provisions of the Betting, Gaming and Lotteries Act 1963.
12. All applications for hire of any part of the accommodation must be made on the prescribed booking form to Hall keeper, Brierfield Community Centre, 21 Colne Road, Brierfield, Nelson BB9 5HW
13. The Hirer must be over 18 years of age and is expected to be present throughout the function.
14. If following an application for the hire of the accommodation, an offer of booking is made to the Hirer, which he proposes to accept, he must pay a deposit, the amount of which to be stipulated by Brierfield Town Council, in respect of the booking and other facilities (if any) to be supplied. **He must pay the balance of charges at least one month days prior to the function date. All hire charges are subject to an annual review.** Hirers should note that notwithstanding the charges recorded on the booking form forming part of the agreement, the charges will be those prevailing on the function date.
15. In the case of a local or national emergency Brierfield Town Council reserves the right to cancel all bookings at short notice without liability for compensation of any kind whatsoever. Brierfield Town Council will not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or Act of God which may cause the hall to be temporarily closed or the hiring to be interrupted or cancelled, it gives no warranty that the hall is legally or physically fit for any specific purpose.
16. The benefit of the agreement is personal to the hirer and not assignable or capable of being sub-hired.
17. Nothing shall be done in the preparation for, or during the hiring of the accommodation which the Hall Keeper considers will in any degree cause danger from fire; and in particular:

18. No nail or fastening of any kind shall be driven or put into any wall, floor, partition, pillar or other furniture or fitting, nor should any other damage be done to the accommodation, nor shall any advertising bill or placard be put up or displayed inside or outside the accommodation without the prior permission from the Hall Keeper
19. No additional light of any kind in addition to the ordinary lights provided by the council shall be put up or used except with the previous consent.
  - (a) No gas or electric lights, fittings or fixtures shall be interfered with.
  - (b) No naked flames are to be used on the premises.
  - (c) No cotton wool or highly inflammable material is to be used for decoration or other purposes.
  - (d) No additional cooking equipment is allowed on the premises.

In the event of permission being granted for the fitting of additional lighting (eg. for stage shows/concerts) it must be inspected and approved by Brierfield Town Council Electrical Inspector. The cost of which, is to be paid by the hirer.
20. The period for which the rooms are hired must include access and vacation by caterers, bar service, entertainers and organisers for the purpose of laying tables, decoration of rooms, preparation of food and any other work.
21. Should the premises not be vacated by the time shown in the agreement the Hirer shall be liable to an additional charge of £70 for each hour or part thereof. Such additional charge will be deducted initially from the £150 deposit paid.
22. Hirers will be responsible for engaging their own caterers and must be stated on the booking form.
23. All food intended to be consumed at any venue must be served from the place designated by Brierfield Town Council, they cannot accept any responsibility for any breach of Food Hygiene Regulations by an outside caterer or self-catering arrangement.
24. The entrance doors to the accommodation will be open at the time requested by the Hirer and **no person shall be admitted in excess of the maximum number permitted** in the accommodation hired. If in the opinion of the Authority, Stewards / Doormen are required, the hirer shall be responsible for the cost of providing however many Stewards / Doormen Operational Services considers necessary.
25. The Hirer shall keep every entrance and exit in connection with the accommodation clear of all obstruction and ready to use in the case of emergency.
26. All parts of the accommodation shall be free and open to the access and attendance of Police Officers on duty, The Hall Keeper and authorised personnel or agents of Brierfield Town Council, who shall have full powers to enforce the observance of these conditions as well as for the preservation of peace and good order.
27. The Hirer shall be responsible for completing and delivering to Brierfield Town Council a list of music played and phonographic performances during the period of hire, for submission to the Performing Rights Society. The Hirer will be re-charged for any performance deemed chargeable by the Performing Rights Society.
28. Any dance which places unusual or sudden stress upon the floor of the accommodation, or any footwear which may cause any marking or damage, or substances such as resin placed on the floor or soles of shoes to alter the slippiness of the floor is forbidden. The decision as to whether any particular dance or activity involves such stress or footwear being unsuitable shall be made by Brierfield Town Council.
29. The Hirer shall leave the accommodation hired and the fixtures, fittings and articles therein in a clean and good order and condition.
30. The Hirer agrees to abide by the conditions of the Public Entertainments License, details of which are available from Brierfield Town Council.

31. The Hirer shall not bring alcohol on to the premises for re-sale; alcohol for personal consumption shall not be brought on to the premises without the prior consent of Brierfield Town Council.
32. The Hirer undertakes to carry out or cause to be carried out, promptly and to the best of his ability, all instructions and directions given by the Duty Hall Keeper of the accommodation during the period of the hire which have the object of ensuring that these conditions are observed and performed.
33. The Hirer is to take good care of and not cause any damage to be done to the Hall or to any fitting's equipment or other property in the Hall and save to the extent Brierfield Town Council may be indemnified by insurance\* the Hirer is to make good and pay for any such damage caused by any act or neglect of the Hirer or anyone for whom the Hirer is responsible or anyone permitted by the Hirer to enter the Hall. (\*The reason for this is so that our insurer cannot be relieved of liability by virtue of the hirer's indemnity to Brierfield Town Council).
34.
  - (a) Brierfield Town Council will not be liable for the death of or injury to any person attending the Hall for the function the subject of the hiring or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement except where such death injury or loss is due to the negligence of Brierfield Town Council.
  - (b) Brierfield Town Council will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought into or left at the Hall either by the Hirer for his own purposes or by any other person or left or deposited with any officer or employee of Brierfield Town Council.
  - (c) The Hirer will indemnify Brierfield Town Council against all such liabilities as are mentioned in this Condition.
35. The Hirer shall **take out appropriate insurance** for group hires, fundraising events and other activities to cover public liability and insurance of the equipment.
36. Please note the additional cooking equipment ie: propane / gas grills are **not allowed** on the premises.
37. If you are having entertainment, it is the hirer's responsibility to provide details to Brierfield Town Council upon booking the venue.
38. **SMOKING IS STRICTLY PROHIBITED IN THE BUILDING**
39. **Covid-19 Disclaimer**

We hereby confirm that all participants and guests at our party/ function have been expressly informed about the risks of COVID-19. We hereby confirm that all involved will adhere to COVID-19 rules and regulations at all times. We hereby acknowledge that Brierfield Town Council is not responsible at any time for any COVID-19 related harm at the functions to any guests / those involved.

The party organiser is responsible for the behaviour of their guests and will ensure that they follow all the guidance as advised by the Brierfield community centre / Town Hall caretaker before the event takes place.

	<b>Signature</b>	<b>Print Name</b>	<b>Date</b>
On behalf of Brierfield Community Centre			
<b>HIRER:</b> I accept that I am responsible for the guests at the function to act in accordance with COVID-19 regulations as outlined by the Government.			
Signed by the Hirer			