



POTTON TOWN COUNCIL

Conditions of Use relating to the use of Mill Lane Pavilion, Mill Lane, Potton Community Centre, Brook End, Potton

1. The hirer, who must be over the age of 18, will ensure that any person under the age of 18 is not allowed to attend the event unless supervised by a suitable number of adults to ensure that control is retained, and behaviour is acceptable at all times. During the period of hire, the hirer will be responsible for:
 - supervision of the premises
 - the fabric of the building and the contents
 - safety from damage however slight
 - the behaviour of all persons using the premises whatever their capacity.
 - Any portable item that is re-sited by the hirers is done so at their own risk.
2. The Town Council reserves the right to refuse/decline any applications for the hire of the building.
3. It is the responsibility of the hirer to ensure that the hall being used is adequate and safe for the activity planned.
4. The hirer should note that bookings must include time for setting up and cleaning the building after the event.
5. The hirer should note that by law, smoking is not permitted anywhere in the Pavilion or Community Centre and the hirer is responsible for ensuring that this condition is strictly enforced. E-cigarettes are not permitted in the building. **Failure to do so may set off the fire alarm system and a charge for a visit to reset the alarm will be taken from the deposit.** For the same reason, smoke machines and candles (except birthday cake candles) must not be used.
6. The hirer must make himself aware of the location of the Fire Exits and Extinguishers, to ensure that these are always kept clear of any obstruction and that the Fire Exit Signs are illuminated.
7. The hirer shall not bring alcoholic beverages onto the premises without written permission (using the application form) and shall not sell alcoholic beverages without first obtaining the necessary licence. Any performance licence must be obtained by the hirer, having first obtained written permission from the Town Council for such an event (using the application form).
8. The hirer shall not use the premises for any purpose other than that described on the hiring agreement and shall not sub-hire, use or allow the premises to be used for any unlawful purpose or in any unlawful way. The hirer shall not do anything or bring on to the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
9. The hirer will adopt all reasonable measures and provide adequate supervision to prevent disturbance inside or outside the premises and to prevent any activity likely to be a nuisance. Any noise should not be audible at the nearest residence particularly after 23:30 and users should also be considerate of neighbours when leaving the building.
10. All heating in both buildings is pre-set and, if controls are altered, must be returned to the original settings.
11. The hirer shall indemnify the Town Council for the cost of repair of any damage done to any part of the building including the grounds thereof or the contents of the building, which may occur during the period of hire.
12. The hirer shall ensure that any activities for children under 8 years old, comply with the provisions of the Children's Act 1989 and all other relevant legislation and only fit and proper persons have access to the children.

13. Non-regular users making firm bookings must ensure that the booking form is accompanied by full payment and deposit at the time of booking. The deposit will be refunded in full after the next Town Council meeting if the all is left in a clean and tidy condition. The Town Council reserves the right to retain part or all of any deposit if it is deemed that this condition has not been met.

Deposit Required

Events for children under 5 years old	£50
Events for children from 6 to 12 years old	£50
Events for teenagers and young adults up to 25 years old	£200
Events for adults over 25 years old and family parties	£100
All other events	£100

14. If the booking is cancelled by the hirer with less than 7 clear days' notice, the total hire charge will be forfeited, if less than 14 clear days' notice 50% of the total hire charge and £10 for any other cancellation.
15. The maximum number of persons, including staff, who may be permitted to use the premises at any one time is:
- Pavilion: 100 for dancing and public assembly; 80 for dining.
Community Centre Main Hall: 75 for dancing and public assembly; 65 for dining.
16. The hirer is responsible for ensuring that any use of external play equipment is restricted to persons under the age of 12.
17. On completion of the event, the hirer is required to:
- stack tables and chairs neatly and safely in their original location (see photo)
 - place all rubbish in bin bags and deposit the full bag in the wheelie bin outside the premises (located at the *Pavilion* to the right of the building and at the *Community Centre* in front of the old telephone exchange)
 - ensure that all toilets are left clean and tidy
 - ensure that the kitchen is clean and tidy, and surfaces wiped down
 - check that all electrical appliances are turned off except refrigerators
 - ensure that all windows are closed, and the building is secure
 - ensure that the hall is left as you would wish to find it.
18. No items are to be fixed to any of the paintwork.
19. If necessary, the hirer is requested to sweep, but not to wash the floor after use, as this requires specialised equipment.
20. Minimum hire period:
1.5 hours for regular non-commercial users
3 hours for non-commercial, non-regular users
4 hours for commercial users and thereafter in blocks of 30 minutes
21. Storage charge:
Annual contribution per building of £50 per year per group.

Under no circumstances will the Town Council be held responsible, and accordingly the hirer is, for any accidents that occur during the period of hire.

The Public Liability Section of the Town Council's insurance policy will extend to cover non-commercial hirers of the facilities, but only whilst they are on the premises. If the hirer undertakes trips or visits away for the building, they will require their own Public Liability Insurance for such occasions.

Commercial Hirers

The Town Council Insurance Policy does not cover commercial users, i.e. anyone who makes a charge for his/her class and retains the fees for personal use. The Town Council therefore request a copy of your Certificate of Public Liability Insurance on return of the booking form.

Amended September 2021

Mr J Whitehurst, Town Clerk

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