

Terms and Conditions of Booking and Hire Markwell Studio

If the hirer is in any doubt as to the meaning of the following points, the Chief Executive Officer of Bishop's Stortford Town Council (BSTC) should be consulted immediately.

1. Public liability Insurance: Please note that BSTC insurance **does not** cover liabilities which may be incurred by HIRERS as a result of the use of the Centre, and therefore the HIRER will need to provide their own insurance, as follows: -
 1. The HIRER, if an organisation or acting on behalf of an organisation, shall produce a copy of that organisation's Public Liability Insurance Certificate for BSTC records prior to hiring and continue to provide a valid copy of this for future hire.
 1. The only exception shall be if the HIRER is hiring the hall for a private event, and shall therefore ensure that Public Liability Insurance is covered within their home insurance policy. If Public Liability Insurance is not covered within the home insurance policy, it is the HIRER'S responsibility to ensure that they purchase adequate cover.
4. REGULAR HIRERS: It is the HIRERS responsibility to send up to date copies of any renewals of their Public Liability Insurance Policy – this should either be emailed to anne.shirley@bishopsstortfordtc.gov.uk or tracey.gaynor@bishopsstortfordtc.gov.uk or send a paper copy to: Facilities Office, Bishop's Stortford Town Council, The Old Monastery, Windhill, CM23 2ND.
5. The HIRER is responsible for checking their booking confirmation to ensure that they have hired the correct date, time and venue, BSTC will not be at liberty to refund should this be incorrect. BSTC will not be held liable for any consequential loss arising from a change of date/time or cancellation for whatever reason.
6. The HIRER must ensure that they enter the venue at their specified hire times, as per their booking confirmation, or an additional charge will be made.
7. The HIRER will pay BSTC a damage deposit of £50 cash prior to commencement of hire, or £300 cash when the hirer is serving alcohol or for any birthday party for ages 12+ years. Any such deposit will be repaid within 30 days following the period of hire.

BSTC IS NOT AT LIBERTY TO REFUND THE DEPOSIT TO THE HIRER UNDER THE FOLLOWING CIRCUMSTANCES: -

- If the venue is left in an unsatisfactory condition at the end of their hire.
- If there are any damages to the venue
- If the windows or doors are left open/unlocked

FURTHERMORE PART DEPOSIT WILL BE FORFEITED UNDER THE FOLLOWING CIRCUMSTANCES: -

- If the tables and chairs are not stacked properly.
- If rubbish is left inside the venue.

NOTE: The Hirer will incur an administration charge in relation to collecting/printing any photographic evidence.

8. Booking times and dates and room are to be strictly adhered to. All hirers should enter the venue at the correct date/time of booking and not before and ensure that the hall is vacated and left clean and tidy at the time stated on their booking confirmation. Failure to do this may result in future booking(s)

being cancelled or an additional charge being made. If the HIRER enters/leaves the premises outside the hours of the booking this will result in a further hire charge being made.

9. It is the Hirers responsibility to ensure that the key is collected in good time prior to the date of hire; this can be collected up to 7 days in advance of hire, Monday-Friday 09:15-15:30hrs. In the event that the Hirer does not collect the key or contact the Facilities Office to make alternative arrangements no refund shall be given. BSTC will not be liable for the cost of hire, or for any consequential loss arising from non-collection of key and inability to access the venue at the hired time.
10. THE HIRER shall, during the period of hire, be responsible for the supervision of the premises, the fabric and the contents of the building. The hirer shall also, during the period of the hire, be responsible for the behaviour of all persons using the premises. In the event of the discovery of any damage to the building or its contents, the hirer shall immediately notify the Chief Executive Officer, irrespective of whether the damage occurred prior to or during the hire period. If there is any damage to the property, BSTC will not be at liberty to return the hirers deposit, and if the cost of the damage exceeds the damage deposit the hirer will be invoiced for the outstanding balance.
11. THE HIRER shall not use the premises for any purpose other than that described in the hire agreement. The premises shall not be sub-hired, used for any unlawful purpose or in any unlawful way. No materials shall be brought onto the premises which may endanger the building, the users or any insurance policies in respect thereof. The consumption of alcoholic liquor thereon without written permission is strictly forbidden.
12. The Hirer shall report any defects with tables/chairs or any other items at the Community Centres, to Bishop's Stortford Town Council – please telephone 01279 712146/01279 715004 and leave a message or email anne.shirley@bishopsstortfordtc.gov.uk, and elancleaning@hotmail.co.uk **Please put the broken item to the side and if possible, put a note on it stating out of order; the hirer should advise Bishop's Stortford Town Council what is broken, name of the centre and item(s) location.** The Hirer should also ensure the tables and chairs are not stood on and are used appropriately.
13. THE HIRER shall, subject to obtaining the prior written consent of the Chief Executive Officer, be responsible for obtaining such licenses as may be needed whether for the sale or supply of alcohol, or otherwise and for the observance of the same.
14. THE HIRER, should book set up time and clean down time within their hire, and are not permitted to enter the venue before their start time. Following clean down, the HIRER should depart on time. Failure to comply may result in additional charges being made.
15. If the HIRER wishes to cancel the booking, 30 days notice is required. If less than 30 days notice is received and the Trust is unable to secure a replacement booking, the question of the payment or repayment of the fee shall be at the discretion of the Trustees.
16. The TRUSTEES reserve the right to cancel any booking(s) including any regular block bookings at thir discretion, should they have reason to do so, and give 7 days of cancellation to the hirer. BSTC and/or The Trust will not be held responsible for any loss of earnings/monies due to the cancellation of these bookings. The TRUSTEES reserve the right to relocate the event to another hall if necessary.
17. THE HIRER, shall be responsible for leaving the premises in a clean and tidy condition, and ensure the premises properly locked and secured including the closing of windows and closing of shutters Floors must be swept/vacuumed after use, and where there are spills or dirt this must be mopped clean; tables used must be wiped down. Tables and chairs must be neatly restacked as found, in their original location,

leaving any emergency exits free from obstruction. Food should not be left in the fridge. **Hirers should note that failure to comply will result in the loss of all or part deposit.** (Note: Cleaning equipment is in the kitchen servery – however you will need to bring your own cleaning liquids, sprays, cloths, tea towels, black bags

18. All rubbish is to be taken away with you after hire as there is no refuse collection, BSTC shall be at liberty to make an additional charge should this not be carried out.
19. **The Markwell Studio does not have a TV licence.** Therefore, the HIRER is not permitted to plug in any device to watch/record live TV, watch programmes from On Demand TV, or record live TV, or use any online TV services such as BBC iPlayer. This applies to any device and any provider used. Failure to comply with the above may result in additional charges being made, plus a prosecution and fine of up to £1000 from the TV Licensing Agency.
20. The use of helium balloons, Chinese lanterns and naked flamed candles are not permitted at this venue.
21. The use of fireworks, other than in professionally organised displays are not permitted at this venue.
22. Hirers are not permitted to display advertising A-boards or banners outside the building at the centres entrance, on the fence or inside the venue.
23. BSTC has a PRS licence in place, but THE HIRER is responsible for ensuring they have their own PPL where necessary to play recorded music. A PPL Licence is not required for private parties such as family events, weddings or birthday parties. For further information, please contact PPL phone 020 7534 1070 web www.ppluk.com. In some cases, PRS licences are required, until further notice these will be obtained by the Council
24. BSTC reserve the right to levy a £25.00 charge for calling out the caretaker. No guarantee can be made to service any call out.
25. THE HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, the Local Authority, and the Local Magistrates Court or otherwise, particularly in connection with any event which includes dancing, music, stage plays or other similar public entertainment.
26. It is the Hirer's responsibility to ensure all their guests/attendees are evacuated from the building in the event of a fire. The HIRER should familiarise themselves with the nearest fire exits, take note of where the fire extinguishers and fire assembly points are located. **The Fire Assembly point is by the foot bridge.** In case of emergencies call 999.



27. THE HIRER, shall not store flammable liquids or gases on the premises.
28. THE TRUSTEES reserve the right to cancel the hiring in the event of the Hall being required (i) for any meeting, activity or event sanctioned by the Trustees, or in the event of unplanned maintenance work being required.
29. Aggressive, violent, or other unacceptable behaviour towards BSTC staff or other users of the Centre will not be tolerated, and instigators will be barred from using the Centre and other community centres managed by Bishop's Stortford Town Council. Any remaining booking(s) will be cancelled without refund.
30. IN THE EVENT of the Hall or any part thereof being rendered unfit for the use for which it has been hired, BSTC shall be liable to the Hirer for any resulting loss or damage.
31. THE HIRER shall ensure compliance with the General Rules governing the use of the Community Centre as supplied.
32. THE HIRER shall, if selling goods on the Community Centre premises comply with Fair Trading Laws and any local code of practice issued in connection with such sales.
33. INCREASE OF FEES: BSTC reserve the right to vary the hiring fees from time to time on notice being one months' notice being given.
34. SMOKING REGULATIONS: There shall be no smoking of any sort (tobacco/vaping/medicinal/herbal) at any time in the Centre.
35. DISCO SMOKE/FOG MACHINE: Under no circumstances must these be used as they seriously affect the fire alarm system.
36. FLY POSTING: As a condition of hire no fly posting in association with the hire of the Centre will be allowed.
37. THE HIRER shall vacate the premises no later than 23:30 hours.
38. ELECTRICAL APPLIANCES. Hirers are responsible for the safety of electrical appliances brought into the venue by them. It is recommended that any electrical equipment supplied by hirers, for their own use in the Community Centre, be Portable Appliance Tested (PAT) by the owner annually.
39. BOUNCY CASTLES: Under no circumstances should Bouncy Castles be erected, either inside or outside the building.

BSTC reserve the right to change these hiring conditions from time to time.

