

# Heather House Community Centre

## Terms and Conditions of Hire

These Terms and Conditions are intended to help ensure that visitors to the hall are able to have a safe and enjoyable event. If there is a need for clarification or there are any concerns or suggestions, please contact Maidstone Borough Council's Property Team or email [heatherhouse@maidstone.gov.uk](mailto:heatherhouse@maidstone.gov.uk).

### Definitions:

For the purposes of these conditions, the term HIRER shall mean an individual hirer, or where the hirer is an organisation, the authorised representative.

- Local – means residents of Park Wood.
- Private Users - this means a purpose for which no entrance charge is levied by the hirer on any participant in the booking, (e.g. Parties, wedding receptions, birthdays, anniversaries).
- Community Groups - those with charitable and/or non-commercial status or for the benefit of the local population, for which admission charges may be made on some or all participants.
- Commercial and Corporate Users - this will include political organisations, elections, auctions, trade and craft fairs, etc.
- Regular Hirers - must commit to hire for a minimum of 12 consecutive sessions and pay for a month at a time, on-line and in advance. Any damage or breakages caused during the hire session must be paid for.

### Hire of the Premises

Heather House is principally made available for the use of local residents and groups. Local users, therefore, will have priority, particularly when there are competing demands. Applications will generally be accepted on a first come; first served basis, following receipt of payment in full in line with the published fees and charges.

The HIRER is responsible for;

- Ensuring that the premises are only used for the purpose described in the booking form and;
- May not sub hire or;
- Allow the premises to be used for any unlawful purpose and must;
- Consider the impact on the local community (e.g. noise or anti-social behaviour etc.)

The HIRER must be present during the whole period of the booking.

Maidstone Borough Council reserves the right to refuse any application received for the hire of the hall.

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## Fees and Charges

Details of hire charges and deposits can be found on the website [www.maidstone.gov.uk/heatherhouse](http://www.maidstone.gov.uk/heatherhouse) or provided upon request.

A **deposit** is payable at time of booking. Once paid a receipt and confirmation notice will be sent to the Hirer to confirm the booking.

Provided the rooms are left in a clean and tidy state; that no unacceptable behaviour has occurred; no damage or noise nuisance has been caused and all other Conditions of Hire have been met, the refundable element of the deposit will be returned in full within 14 days from the date of providing name, address and bank details, then repaid into the payee's bank account by BACs.

The full payment (in addition to the deposit) must be made before the booking can be confirmed.

An e-mail receipt will be issued to confirm full payment has been received within 5 working days of the payment being taken. Any queries with regards to charges must be raised within 7 days of the payment being taken and prior to the hire date, whichever is sooner.

## Payment Methods

Payment by credit or debit card can be made on the website at the time of booking. We do not accept cash or cheque payments and do not offer credit facilities.

## Cancellation Policy

Cancellations of bookings must be given in writing

- Email to [heatherhouse@maidstone.gov.uk](mailto:heatherhouse@maidstone.gov.uk) this will only be effective once confirmed by Maidstone Borough Council.

The Cancellation will be effective from the day of receipt of such notice. If the Hirer needs to cancel a booking, for whatever reason, he/she will then become liable to pay Maidstone Borough Council a cancellation fee as follows:-

## Single Event Hire

If cancelled	Hirer charge will be
Less than 7 days before the event	100% of the hire cost <b>or</b> 100% of the deposit where applicable.

## Regular Hirers

If cancelled	Hirer charge will be
Less than 7 days before the scheduled booking	100% of the hire cost will be payable

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- Maidstone Borough Council reserves the right to cancel a letting if the hall is required for use as a Polling Station for Parliamentary and Local Government election or by-election.
- Maidstone Borough Council reserves the right to cancel the hiring agreement upon giving 7 days notice in writing (e-mail ) to the hirer.
- In the event of the hall being rendered unfit for the use for which it was hired, Maidstone Borough Council shall not be liable to the HIRER for any resulting loss or damage.
- In cases of cancellation by Maidstone Borough Council, the HIRER shall be entitled to reimbursement of such monies previously paid by the hirer. The Council shall not be liable to meet any other costs or make any further payment to the hirer.

## **Supervision and Care of the Premises**

Our aim is to ensure the building is maintained to a safe, high standard for the benefit of all users.

- During the period of the letting, the HIRER is responsible for the supervision of behaviour and safety of all persons attending the event and the care of the premises, including the fabric and contents, to ensure safety from damage. This includes supervision of car parking to avoid obstruction of the highways. The hirer must confine members to those parts of the centre which have been included in the hire agreement.
- Sufficient supervisors (persons over 21 years of age) must be in attendance at all times during the hiring. Where the hiring is on behalf of a group of juniors, a minimum of 3 supervisors, aged over 21 years of age, shall be provided irrespective of the size of the gathering, or 1 supervisor for every 50 persons present, whichever is the larger. Children must not be allowed to run around in other parts of the building and must be supervised by a parent or guardian at all times.
- To protect the floors, appropriate footwear should be worn in the building and stiletto heels should be avoided. To reduce the risk of damage, wax crayons, paint, marker pens, play sand and similar implements that could cause marks should not be brought on to the premises. Helium balloons, inflated balloons cannot be left in the hall or other function rooms overnight
- Lit candles or any other naked flames are not permitted.
- No alcohol can be sold on the premises without applying for a 'temporary event notice
- Anyone wanting to hold an event where they sell alcohol needs to apply for a 'temporary event notice' at least 10 days before the event takes

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place. To apply please follow the link below:  
<http://www.maidstone.gov.uk/home/primary-services/business-and-investment/primary-areas/licences-and-permits/tier-3-primary-areas/entertainment-and-alcohol#apply> for a temporary event notice

- Maidstone Borough Council accepts no responsibility or liability for any equipment left on the premises by the Hirer. Such equipment may only be left on the premises with the written permission of Maidstone Borough Council and must be left in a storage area, as advised by the Heather House Caretaker. Maidstone Borough Council reserves the right to request the Hirer to remove the Hirer's equipment at any time.
- Hirers leave their equipment at Heather House at their own risk and should consider having their equipment insured to cover theft, loss or damage.
- The HIRER shall be responsible for leaving the building and its surrounds in a clean and tidy condition. This includes ensuring that all floors and surfaces are cleaned of any spilled liquids and floors swept. All decorations should be removed from the premises at the end of the hire period. Any left will be disposed off and a charge may be levied. Any equipment temporarily removed from its usual storage position should be properly replaced.
- The Council reserve the right to make an additional charge, or retain any damage deposit paid to meet the cost of replacement of broken items, or reparation of the building. Any damage or breakages should be brought to the attention of the Heather House Caretaker as soon as possible. Maidstone Borough Council shall not be liable for any loss or damage to any property, nor loss, damage or injury to any persons using the facilities during the hiring, arising from any cause. The HIRER indemnifies Maidstone Borough against loss, damage or injury, howsoever caused. (It is recommended that the HIRER should consider insuring himself/herself/themselves against any such possibilities).

## Smoking

The building is a non smoking venue and the HIRER is responsible for ensuring that there is no smoking or vaping in the premises or the surrounding site including in front of any doors.

## Health and Safety

The HIRER shall comply with all regulations made in respect of the premises by the Fire Authorities; Local Authorities; Local Magistrates or other legally constituted body. Nothing should be done that will endanger the safety of people or render invalid the insurance policies relating to the hall or its contents. A first aid kit, burns kit and eye wash station is situated in the kitchen. An accident book is situated in the Caretaker's Office and should be completed if any accident occurs.

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All recyclable material (paper, cardboard, glass, plastic, cans) must be placed in the recycling container in the car park. All other waste must be put into the rubbish skip in the car park.

On leaving the hall, the HIRER should check that all lights have been turned off and all doors and windows closed and locked.

No dogs, except guide dogs may be brought into the hall, except at the discretion of Maidstone Borough Council.

## **Safeguarding**

Heather House provides a safe venue for a range of activities and events. These can be accessed by all members of the local and neighbouring communities including Children, Young People and Adults.

Groups and individuals hiring the hall are responsible for their own safeguarding arrangements and for ensuring that any activities that include children comply with the provisions of the Children's Act 2004 (as amended) and all subsequent legislation and that there are appropriate numbers of adults to supervise them.

In most cases Children (anyone under the age of 18 years) will be accompanied by an adult (a parent or carer) who will take responsibility for them. Young People, (defined as school age or above for the purposes of this document) and Adults may attend activities independently and may need additional protection according to their needs.

Any persons working with children should have a relevant DBS checks for any staff or volunteers who work in either a supervised or unsupervised role with children, young people and/or adults at risk. Where activities are provided for adults due regard must be given to the responsibility to safeguard adults at risk of abuse or neglect, as set out in Part 1 of the Care Act 2014.

## **Hazards and Fire Prevention**

The HIRER is responsible for making visitors aware of emergency evacuation routes and the procedure in the event of a fire. No obstructions should be placed in corridors, exits or fire escapes.

Maidstone Borough Council ensures that all Fire appliances are inspected routinely and the HIRER must ensure they are kept in their proper places and used for no other purpose.

## **Care of Hall Equipment**

The HIRER should ensure that chairs and tables are moved and placed carefully so that the walls, floors and cupboard doors are not damaged.

## **Equipment Brought into the Hall**

The HIRER is responsible for ensuring that any electrical, or other equipment brought on to the premises is in good working order and used in a safe manner. The HIRER is responsible for providing Maidstone Borough Council with the relevant safety and insurance certificates for any equipment brought onto the premises prior to the booking date.

# **Heather House Community Centre**

**The HIRER is responsible for ensuring compliance with these terms and conditions.**