

MARTHAM PARISH COUNCIL COMMUNITY CENTRE

HIRE CONDITIONS AND REGULATIONS 2025

Web: https://marthampc.org.uk/bookings/

1. Bookings and Charges

- 1. All bookings must be made through the Parish Council Website Bookings page here: and are not confirmed until written confirmation has been received.
- 2. For all bookings, payment is required in advance and will not be confirmed until payment is received.
- 3. Invoices for regular users will be issued on confirmation of booking; payment is required in advance
- 4. Cancellations are charged as follows:
 - Less than 7 days' notice full charge
 - Less than 14 days' notice 50% charge
 - More than 14 days' notice full refund
- 5. Should the premises become unavailable for any reason, any payments made will be refunded in full.
- 6. Payments should be made before the date of hire and payable to **Martham Parish Council** via BACS/Bank Transfer to the

Martham Parish Council - Unity Trust Bank

Account number: 20424271 Sort Code: 60-83-01

2. Centre Facilities and Equipment

- 1. Hirers must restrict use to the areas stated on the booking form and must not disturb other users.
- 2. Any damage to the building, furniture, or equipment must be reinstated or paid for by the hirer.
- 3. Equipment must only be used with prior agreement.
- 4. All furniture and equipment must be returned to its original position after use.
- 5. Litter must be removed from the property by the hirer.
- 6. All hirers property must be removed at the end of each use of the venue.
- 7. Hire times include setup and clear-down.
- 8. The Centre is a **non-smoking site**.

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- 9. The Centre does not hold an alcohol licence hirers must not sell or distribute alcohol without written approval and the relevant licence.
- 10. The Centre does not hold a music or performance licence.

3. Responsibilities of the Centre

During each period of hire, Martham Parish Council will ensure:

- Safe, well-maintained premises and equipment.
- Adequate means of escape in case of emergency.
- Suitable emergency equipment fire extinguishers can be found on site in all rooms.
- Adequate heating, lighting, and ventilation.
- Emergency contact details to deal with building defects and security.
- Provision of sufficient information for safe operation of the premises and emergency facilities.

4. Responsibilities of the Hirer

The hirer must:

- Comply with all displayed notices and safety instructions.
- Ensure a mobile phone is available for emergencies.
- Hold all necessary licences and insurances (evidence will be required before booking is confirmed).
- Nominate a Fire Officer for their event.
- Conduct an activity-specific risk assessment.
- First aid kits must be carried by the hall hirer.
- Ensure all attendees know emergency exits, alarm points, and assembly points.
- Maintain clear walkways and access routes.
- Refrain from bringing hazardous or flammable materials into the building.
- Report any incidents, accidents, or damage immediately.
- Leave the premises secure, clean, and undamaged.

5. Behavioural Conduct and Misconduct Clause

1. Standards of Behaviour

The Hirer and all persons attending under the booking must behave in a **lawful**, **courteous**, **and civil manner** and refrain from **harassment**, **abuse**, **threatening conduct**, **disorderly behaviour**, **verbal or physical aggression**, **or intimidation** toward the Clerk, council staff, other users, or members of the public.

2. Right to Terminate / Suspend / Ban

(a) If the Clerk or Council reasonably considers that any person present is in breach of these standards, the Council reserves the right to **suspend, terminate, or refuse entry** to the premises immediately, without refund.

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- (b) The Council may **ban future bookings** from the Hirer or associated persons if misconduct occurs.
- (c) The Hirer shall **indemnify the Council** against any costs, damages, or losses arising from such misconduct.

3. Reporting and Legal Action

The Council reserves the right to **report any misconduct, threats, or abuse** to law enforcement authorities and to **pursue legal remedies**, including action under the *Protection from Harassment Act 1997, Malicious Communications Act 1988*, or other applicable laws.

4. Notification

The Council will notify the Hirer in writing of any suspension, termination, or ban, stating reasons and any appeal process.

5. Severability

If any part of this clause is deemed invalid, the remainder shall remain in full force and effect.

6. Damage, loss & rubbish left at the premises shall be the sole responsibility of the Hirer who shall reimburse the Council for the cost of rectification in full. The Hirer shall ensure that the premises are left in a clean and orderly state before the premises are vacated. All rubbish must be removed from the site and disposed of by the hirer. A surcharge for cleaning/rubbish will be made up to a maximum of the £60.00.

7.Liability

Martham Parish Council shall not be liable for any loss, damage, or injury to persons or property arising from the hire, except where caused by the proven negligence of the Council, its servants, or agents acting within the scope of their authority.

- **8. Complaints.** Should be made to the Council via email clerk@martham.gov.uk staff during your event as they may be able to be resolved immediately. After an event has finished they should be made as soon as practicably possible to the Parish Clerk as CCTV footage may need to be retrieved. Complaints from a guest of the hirer will be answered, but it should be noted that the agreement is with the hirer not their guest who may have different expectations.
- **9. Security.** The Hirer shall be responsible for security during the period of hire by ensuring that only those with a legitimate connection with the Hirer or those authorised by the Council have access.
- **10. Disabled Persons**. The premises are equipped for the use of people with disabilities. Those with hearing or sight impairment, or any others who might have difficulty in hearing the fire alarm and evacuating from the premises quickly, should be accompanied by a helper to all areas of the building.

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- **11**. **The Hirer** shall indemnify the Council against all third-party liability arising during his/her/their use of the premises. Certain hirers will be asked to provide a copy of their public liability insurance.
- **12. The following are not allowed:** Use of sand and water for play, silly string, party poppers, bubbles, smoke machines, laser mist, glitter etc. Anything of a similar nature requires written permission from the Council when the booking is made. No wall decorations or fixings allowed.
- **13. Fire Exits & Alarms.** The Hirer is required to keep all Fire Exits clear. Notices are displayed for action to be taken in the event of fire. Please read the enclosed fire procedure instructions. Any fee incurred by the Council for an unnecessary call out will be charged to the hirer.
- **14. Storage** Under no circumstances should hirer's equipment be left on site. Lost property is kept in the office for 14 days before given to the Police or a charity.
- **15. Guest Wi-fi Code** is located on the centre noticeboard There are no guarantees with internet quality.

16. Acceptance

By submitting and confirming a booking, the Hirer agrees to abide by these **Hire Conditions and Regulations** and acknowledges responsibility for compliance by all attendees.

EMERGENCY ACTION PLAN FOR HIRERS

As a hirer of these premises, you have legal duties with regard to the safety of the people who attend the meetings and events for which the hire is made.

NB: If the fire alarm sounds whilst you are on the premises you must all evacuate the building, even if you know that the event is a planned fire drill. Call the Emergency Services and ring the number you were given by our caretakers.

You should make sure that you know:

- what to do if there is a fire (see the fire action notices near the exits)
- how to warn people
- how to evacuate people safely
- arrangements for contacting the emergency services
- the emergency escape routes from the premises (bearing in mind that there may be some which you would
- the safe place outside the building where people should assemble following an evacuation, so that you can
- check that everyone is accounted for

You need to decide for your own group or organisation:

- who will be responsible for checking toilets, kitchens and cloakrooms (if it is safe to do so) to make sure that no-one is left inside
- how you will make sure that any people with disabilities are helped from the premises
- how you will deal with people, especially children, once they have left the premises

Everyone who attends your meetings and events should be made aware:

- that there is no smoking or vaping allowed anywhere on the premises
- how the alarm will be raised if a fire is discovered
- who will take charge in the event of an emergency
- where the emergency exits are
- where to assemble once they have left the building
- that, in the event of an emergency, they should not stop to collect their belongings but should leave immediately
- When your group or organisation is using the premises, you are responsible for ensuring that: all escape routes and exits are kept clear and no naked flames are started

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