

Youth Café

Conditions of Hire

Definitions

For the purpose of these Conditions of Hire, "Hirer" means the person or organisation to whom this letter and accompanying invoice is addressed, and "Council" means Sevenoaks Town Council, which is the owner and operator of the House in the Basement Youth Café.

1. Payment

- a. The Hirer shall pay a deposit of half the cost of a booking within 2 weeks of confirmation of booking and the balance of fees is due 21 days before the date of the event or "Due Date" on the invoice. Please keep to the booked times indicated on the form. Extra time may be available by prior request if the room is not occupied. An extra charge will be made at the same hourly rate if the booked time is exceeded.
- b. All events require the payment of a refundable room damage deposit. This must be paid before the date of the event. This will be returned in the week after the event, provided no damage is caused at the Youth Café, all rubbish is removed and the building is not left in a very dirty state. (Please note that the deposit may be returned to the hirer in the form of a cheque).
- c. If the hirer has not vacated the building by booked leaving time an additional minimum charge of £50 will be invoiced and deducted from the refundable damage deposit.

2. Additional Facilities

a. The following facilities are available for your use by arrangement with the Youth Café, but we do need advance notice please.

Music System Computers Kitchen Facilities

b. The Pool table may be used with prior written consent from the Town Council. Under no circumstances may the Pool Table be moved.

3. Payment Procedure

Please complete the attached House in the Basement Hire Form and return it by post to Sevenoaks Town Council, Town Council Offices, Bradbourne Vale Road, Sevenoaks, Kent TN13 3QG or email to hallhire@sevenoakstown.gov.uk

Once we have confirmed your booking, and you have been invoiced, payment needs to be made in accordance with Section 1 above. Payment can be made by the following methods:

- cheque made payable to Sevenoaks Town Council.
- card by phoning Sevenoaks Town Council on 01732 459953.
- bank transfer to NatWest Bank, sort code **60-19-02**, account number **23169788** using your invoice number as the reference.

4. Cancellation

- a. If the Hirer cancels the booking within 21 days of the date of the event the full fee will be payable.
- b. In the event of the Youth Café cancelling the booking due to the premises being unfit for its intended use or required as a Polling Station, all fees paid by the Hirer shall be refunded.
- c. The Council reserves the right to cancel any bookings at any time without incurring any liability to the Hirer.
- d. National Mourning If the event is cancelled due to period of National Mourning, which is beyond our control, we would endeavour to re-schedule the booking for the pending Coronation. Hirers are advised to check out their insurance especially those planning their weddings.

5. <u>Maximum Capacity</u>

The venue has a capacity of 40 people.

On no account shall these figures be exceeded.

6. <u>Cleaning and Security</u>

All use of the Youth Café premises and facilities is subject to the Hirer accepting responsibility for returning furniture and equipment to their original positions and for securing doors and windows of the premises as required. **Under no circumstances**

must the premises be left empty and unlocked. All users shall leave the premises and surrounds in a clean and tidy condition with all lighting turned off. The crockery/cutlery left in a clean condition. Please put the rubbish in black sacks in the Stag bin in the car park at the end of the hire period. If you leave the building before your stated leaving time, please telephone the caretaker.

7. <u>Gratuities</u>

Staff are **not** permitted to accept gratuities or tips.

8. Smoke Machines

The building is protected at all times by a fire alarm system. A smoke machine from disco equipment and a number of birthday cake candles will activate the smoke detectors and automatically call the Fire Brigade. Therefore, please do not use these. If the Fire Brigade is called out unnecessarily then charge will be come due by the Hirer and deducted from the deposit.

9. <u>Supervision</u>

- a. The Hirer must be 21 years of age or over. The hirer must be present at the function/event.
- b. The Hirer shall, during the period of hiring and arrival and departure, be responsible for supervision of all persons using the premises and of car parking arrangements for those attending their function, so as to avoid damage, inconvenience or obstruction to others.

10. Licences

The area is not designated for sale of alcohol, and is aimed at an alcohol free venue. Alcohol will only be permitted in exceptional circumstances.

11. Insurance

The attention of the Hirer is drawn to the need to make private arrangements for insurance in respect of claims which might be made by persons for injury or damage arising out of the hire of the Youth Café (The Youth Café is insured against any claims arising out of the <u>Youth Café's</u> negligence).

A copy of the Public Liability Certificate is required for regular hirers who have outside attendance.

12. <u>Use of Premises</u>

a. The Hirer shall not sub-let or use the premises for any unlawful purpose, nor do anything to bring onto the premises anything which may endanger the premises, its users, or any insurance policies relating thereto. All electrical equipment brought into the Youth Café must have a Portable Appliance Test (P.A.T.) certificate. The premises may not be hired for discos or parties if an entrance fee is being charged.

- b. The part of the building hired may only be used for the purpose for which it was originally booked. Use of the building is confined to this area.
- c. Section 26 of the Counter Terrorism and Security Act 2015 places a duty on certain bodies, in the exercise of their functions, to have 'due regard to the need to prevent people from being drawn into terrorism'. This is known as the Prevent Duty. In complying with the Prevent Duty, there is an expectation that local authorities ensure that publicly owned venues and resources do not provide a platform for extremists and are not used to disseminate extremists views. Therefore, the hirer is not to use local authority resources to espouse violent and / or non-violent extremists views. The Government has defined extremism as 'vocal or active opposition to our Fundamental values, including democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs. Also included in the definition of extremism is calls for the death of members of our armed forces.

13. Sale of Goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any local code of practice issued in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the Organiser's name and address, and that any discounts offered are based on actual Retail Prices.

14. <u>Regulations</u>

The Hirer shall be responsible for the observance of regulations imposed by the Local Authority and the Fire Authority and the Council regarding maximum permitted numbers and other matters.

15. <u>Right of Entry</u>

Right of entry to the Youth Café shall be permitted at any time to any member of the Management of Sevenoaks Town Council, Stag Community Arts Centre or delegated person.



| Date Required | |
|--|---|
| Start Time | |
| Finish Time | |
| Number of Hours | |
| Agreed cost | £ |
| Name of Organisation: | |
| Address for Invoicing: | |
| Contact's Name: | |
| Telephone Number (s): | |
| Email: | |
| Type of event: | |
| Number expected to attend: | |
| HOUSE in the Basement includes use of the main room, corridor and toilets. Keys for the building will not be provided to hirers | |
| Additional Facilities required | Music system YES NO Computers YES NO Kitchen facilities YES NO *Pool Table YES NO *Written permission to be obtained in advance |
| | |

I agree to the terms and conditions for the hire of the HOUSE in the Basement Youth Café.

Signed

Dated

Printed

Please retain a copy of this form for your own records.