

BAT & BALL STATION BUILDING

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 Bat & Ball Station building (“Station Building”).

1. Payment

- a) The Hirer shall pay a non-refundable 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) At the discretion of the Council for certain events - parties, wedding receptions or similar - a refundable damage deposit of 25% will be applied to the invoice. This will be returned immediately after the event, provided no damage is caused at the Station Building, 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 midnight, an additional minimum charge of £50 will be invoiced and deducted from the refundable damage deposit. This is to cover additional caretaking costs which are incurred.
- d) If the hirer uses previously un-booked space, they will be liable for the full hire costs, which will be invoiced and deducted from the damage deposit.

2. Additional Facilities

The following facilities are available for your use by arrangement with the Council, but we do need advance notice please:-

- Lectern/music stand and attached lamp.
- Flipchart (paper and marker pens are available at nominal cost).
- Bridge/games tables.
- Microphones
- Digital Projector

There is no charge for the following additional facilities available:

- A loop system (for the hard of hearing).
- An electrically-operated projection screen.

3. Payment Procedure

Please sign and detach the Booking Form and return it to Sevenoaks Town Council at the address overleaf.

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, account name **Sevenoaks Town Council**, 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 Council 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. Maximum Capacity

- a) The Booking Hall has a maximum capacity of 120 standing, 70 in a closely-seated audience and up to 44 seated at tables depending on the layout.
- b) The Luggage Room has a maximum capacity of 30 standing, 24 in a closely-seated audience and up to 20 seated at tables depending on the layout.

On no account shall these figures be exceeded.

6. Cleaning and Security

All use of the Station Building 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. Please put the rubbish in black sacks at the end of the hire period. Please take away all **GLASS**.

7. Fire Safety

It is the responsibility of all hirers and users of the Bat & Ball Station to familiarize themselves with the fire safety procedures for the venue and to follow these procedures in the event the fire alarm is sounded. Evacuation procedures are located on the wall inside each room adjacent to the door.

8. Gratuities

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

9. Smoke Machines and Candles

The building is protected at all times by a fire alarm system. Smoke machines are not permitted as these and a number of birthday cake candles will activate the smoke detectors and automatically call the Fire Brigade. Therefore, please do not use these.

10. Children's Parties

Children's parties are not recommended at the Bat & Ball Station due to the proximity of the live rail track.

11. Supervision

- 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, 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. There is a pay and display car park adjacent to the building.
- c) **Supervision of children always must take place at the building, noting that that there is railway line outside of the building.**

12. Damage

The Hirer shall indemnify the Council for the cost of repairing any damage to the building, its contents or grounds during or as a result of a booking.

13. Licences

The Bat & Ball Station Building is licensed for entertainment and the sale of alcohol. Any hirer planning to sell alcohol **must** inform Sevenoaks Town Council at the time of booking ('sale of alcohol' includes events when a glass of wine is included in the ticket price).

Sevenoaks Town Council has a Designated Premises Supervisor however it remains the responsibility of hirers to ensure the function they hold is properly managed.

A bar may only be operated by a Personal Licence Holder who will be required to present the Town Council with their Licence (a photocopy will not suffice) plus details of other staff who will be serving alcohol, prior to confirmation of the booking.

Hirers may bring in their own alcoholic drink for consumption on the premises but only on condition that it is not sold.

Music – Planning Permission restricts the use of amplified music.

14. 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 Station Building (The Station Building is insured against any claims arising out of the Council's negligence).

15. Use of Premises

- 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 Station Building must have a current 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.

16. Food Safety

- a) It is the hirer's responsibility to ensure that all food provided is within food Hygiene legislation and that suppliers are appropriately registered with Environmental Health.
- b) Where appropriate Sevenoaks Town Council will require details of Environmental Health Registration.
- c) It is the hirer's responsibility to ensure that when providing refreshments all allergy food safety requirements are met.
- d) Sevenoaks Town Council takes no responsibility for the provision of refreshments provided by hirers.

17. 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.

18. Regulations

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.

19. Right of Entry

Right of entry to the hall shall be permitted at any time to any member of the Management of Sevenoaks Town Council or delegated person.

Hirers Privacy Notice

When you hire a Public Building, Sports Pitches or hold an event on Town Council land, the information you provide (personal information such as name, address, email address, phone number) will be processed and stored so that it is possible to contact

you and respond to your correspondence, provide information, send invoices and receipts relating to your hire agreement. Your personal information will not be shared with any third party without your prior consent.

When you contact us

The information you provide (personal information such as name, address, email address, phone number, organisation) will be processed and stored to enable us to contact you and respond to your correspondence, provide information and/or access our facilities and services. Your personal information will be not shared or provided to any other third party.

The Councils Right to Process Information

General Data Protection Regulations Article 6 (1) (a) (b) and (e)

Processing is with consent of the data subject or

Processing is necessary for compliance with a legal obligation or

Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller

Information Security

Sevenoaks Town Council has a duty to ensure the security of personal data. We make sure that your information is protected from unauthorised access, loss, manipulation, falsification, destruction or unauthorised disclosure. This is done through appropriate technical measures and appropriate policies. Copies of these policies can be requested.

We will only keep your data for the purpose it was collected for and only for as long as is necessary. After which it will be deleted. (You may request the deletion of your data held by Sevenoaks Town Council at any time).

Access to Information

You have the right to request access to the information we have on you. You can do this by contacting our Data Information Officer: The Town Clerk at Sevenoaks Town Council Offices.

Information Correction

If you believe that the information, we have about you is incorrect, you may contact us so that we can update it and keep your data accurate. Please contact: The Town Clerk at Sevenoaks Town Council Offices to request this.

Information Deletion

If you wish Sevenoaks Town Council to delete the information about you please contact: The Town Clerk at Sevenoaks Town Council Offices to request this.

Right to Object

If you believe that your data is not being processed for the purpose it has been collected for, you may object: Please contact The Town Clerk at Sevenoaks Town Council Offices to object.

Rights Related to Automated Decision Making and Profiling

Sevenoaks Town Council does not use any form of automated decision making or the profiling of individual personal data.

Complaints

If you have a complaint regarding the way your personal data has been processed you may make a complaint to The Town Clerk at Sevenoaks Town Council Offices and, or the Information Commissioners Office casework@ico.org.uk Tel: 0303 123 1113

Summary: In accordance with the law, Sevenoaks Town Council only collect a limited amount of information about you that is necessary for correspondence, information and service provision. Sevenoaks Town Council do not use profiling, we do not sell or pass your data to third parties. Sevenoaks Town Council do not use your data for purposes other than those specified. Sevenoaks Town Council make sure your data is stored securely. Sevenoaks Town Council delete all information deemed to be no longer necessary. Sevenoaks Town Council constantly review its Privacy Policies to keep it up to date in protecting your data. (You can request a copy of the policies at any time).