



## **GILLINGHAM TOWN COUNCIL**

The Town Hall, School Road, Gillingham, Dorset SP8 4QR

### **GILLINGHAM TOWN COUNCIL ROOM HIRE POLICY**

**August 2021**

1. This policy sets out the procedure for the hire of premises belonging to Gillingham Town Council with the aim of providing a fair and transparent process for hirers.
2. The Civic Hall at the Town Hall, School Road, Gillingham, SP8 4QR, Chantry Community Office, Chantry Fields, Gillingham SP8 4UA and the Town Bridge Office, High Street Car Park, Gillingham SP8 4AA will be available for hire by all members and organisations of the community, subject to Paragraph 3 hereof, in compliance with the provisions of the Equality Act 2010.
3. Gillingham Town Council does not permit its premises to be used for political rallies, demonstrations, illegal or immoral purposes.
4. Gillingham Town Council has the right to cancel any booking at any time without stating a reason but will in all cases act reasonably.
5. All bookings will be subject to availability.
6. Councillors may use the premises free of charge where the use is solely connected with their role as a Gillingham Town Councillor or a Dorset Councillor.
7. Hire charges for each year commencing 1<sup>st</sup> April will be set by the Finance and Policy Committee of Gillingham Town Council.
8. All hirers shall pay the hire charge within 14 days of the date of the invoice except where the hire charge has been waived in accordance with clause 9.
9. All hirers using the Chantry Community Office or the Town Bridge Office are required to pay a £15 cleaning charge. Cleaning charges also apply to free room hire bookings.
10. A potential hirer may apply for a waiver of the hire charge at Chantry Community Office and/or the Town Bridge Office (cleaning charges are still applicable) and if such an application is made it shall be considered by Gillingham Town Council which shall apply the following criteria in reaching its decision:
  - the proposed use must be for charitable purpose.
  - the charitable purpose must benefit the Gillingham community.
  - the applicant must demonstrate financial need.

An application for waiver of the hire charge must be on the appropriate form, Appendix B.

11. The procedure for room hire shall be as follows:

- An application shall be submitted, on either Appendix A or Appendix B as appropriate.
- The application for room hire shall be considered by the Office Manager or, in their absence, the Town Clerk or Deputy Town Clerk, who will notify the applicant of the outcome and whose decision shall be final.

12. The Civic Hall is available for baby naming, renewal of vows, celebrations of Life Memorials and Citizenship ceremonies.

13. Wedding Ceremonies must be booked directly with Dorset Registration Service.

14. Review

This document was reviewed at the Finance and Policy Committee on Monday, 16<sup>th</sup> August, minute no. 318d. and presented to the Full Council meeting held on 23<sup>rd</sup> August 2021, for approval and adoption, minute no. 569c

Signed by:

The Mayor of Gillingham: \_\_\_\_\_ Date: \_\_\_\_\_

## **TERMS AND CONDITIONS OF HIRE**

### **Definitions**

In these terms and conditions:

‘Agreement’ means the Booking Form and the Hire Conditions.

‘The Booking Form’ means the Booking form annexed hereto and signed by the Hirer and signed on behalf of the Council.

‘The Building’ is the building of which the room forms part.

‘The Council’ shall mean Gillingham Town Council.

‘The event’ is the event for which the room is booked.

‘the Hire Conditions’ mean the Terms and Conditions of Hire set out below.

‘The Hirer’ means the person signing the Booking Form. Where an organisation is named on the Booking Form that organisation shall also be considered the Hirer and shall be jointly liable with the person who signed the contract.

‘The Room’ shall mean the room booked and referred to in the Booking Form.

‘The Town Clerk’, ‘the Deputy Town Clerk’ and ‘the Office Manager’ shall mean the Town Clerk, the Deputy Town Clerk and the Office Manager for the time being of the Council.

‘The period of hire’ shall mean the date(s) and time(s) referred to in the Booking Form.

## **TERMS AND CONDITIONS OF HIRE**

The Agreement with the Council for the hire of the Room is subject to the Hire Conditions.

### **1 UNDERTAKING OF THE HIRER**

The Hirer undertakes and confirms that they have read and understood the Hire Conditions.

### **2 SUPERVISION BY THE HIRER**

The Hirer undertakes to be present, or to arrange for sufficient adult representation to be present throughout the period of hire to ensure compliance with the Hire Conditions.

### **3 RESPONSIBILITY OF THE HIRER**

The Hirer shall throughout the period of hire be responsible for:

- 3.1 the supervision of the use of the Room and the care of its fabric and contents.
- 3.2 ensuring that the Room (including the drinks preparation area, kitchen appliances, crockery and toilets, as appropriate) is left clean and tidy with rubbish removed from the Building and its curtilage at the end of the hire period.
- 3.3 ensuring that all equipment, chairs, tables, kitchen appliances and crockery have been safely returned to their original positions and storage positions.
- 3.4 ensuring that at the end of the hire period the Room is cleared of all people, all lights are switched off and the Room, and where appropriate the Building, made secure except for any facilities room or public area in use by the Council.
- 3.5 ensuring that no animals, reptiles or birds, save for guide dogs, hearing dogs or assist dogs are brought into the Room or the Building.

### **4. RISK ASSESSMENT**

The Hirer shall be solely responsible for ensuring that a full and adequate Risk Assessment is carried out.

### **5. FIRE REGULATIONS**

The Hirer shall:

- 5.1 prior to the start of an event indicate to the attendees the fire exits and the Assembly Point.  
  
The Assembly Point for the Town Hall is the Royal British Legion Car Park, for the Chantry Community Office it is the area adjacent to the footbridge at the rear of the building and for the Town Bridge Office it is under the flag pole at the front of the High Street Car Park.
- 5.2 at all times ensure that the 'Emergency Exit' Signs (if any) are kept illuminated.
- 5.3 ensure that all access routes, fire extinguishers and firefighting apparatus are kept clear of obstructions.
- 5.4 ensure that no highly flammable substances are brought into the Room.

5.5 upon any outbreak of fire, however slight:

- sound the alarm
- call the Fire Brigade
- evacuate the Room by the shortest practical route, closing all doors when the Room is cleared
- upon evacuation, remove the Room Attendance Register as long as there is no personal risk.
- tackle the fire using the firefighting equipment provided as long as there is no personal risk.

## **6 USE OF THE ROOM**

The Hirer shall not:

- 6.1 use the Room for any purpose other than that stated in the Booking Form.
- 6.2 sub-hire the Room.
- 6.3 use or allow the Room to be used for any unlawful purpose.
- 6.4 do anything or bring on to the Room anything which might endanger the Room or the Building or any user of the Room or the Building or render invalid any insurance policy effected by the Council.
- 6.5 permit or allow any illegal drugs to be brought into the Room.
- 6.6 permit or allow smoking in the Room or in the Building or within the curtilage of the Building.
- 6.7 permit the use of any naked lights or flames in any part of the Room or the Building.
- 6.8 no alterations or additional may be made to the Room and no fixtures or other articles are to be attached in any way to any part of the Room.

## **7. SAFEGUARDING OF CHILDREN AND VULNERABLE ADULTS**

The Hirer must ensure that any activities for children and vulnerable adults comply with the current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults.

CHILD PROTECTION POLICIES AND THE IMPLEMENTATION THEREOF  
ARE THE RESPONSIBILITY OF THE HIRER.

## **8. INSURANCE**

The Council will provide public liability cover in the sum of £2,000,000 for one off Hirers but otherwise the Hirer shall provide its/his/her own public liability insurance with a minimum cover of £2,000,000 and for such other risks as it/he/she deems appropriate.

Where the Hirer is to provide insurance, the Hirer shall if so requested produce evidence of such insurance.

## **9. INDEMNITY**

The Hirer shall indemnify and keep indemnified:

- 8.1 the Council for any damage (including accidental or malicious damage) done during the hire period to the Room including any part of the curtilage or The Building or its contents. The cost of such damage shall be certified by the Town Clerk whose decision shall be final.
- 8.2 all claims, losses, damages and costs made against or incurred by the Council, its employees, agents or invitees in respect of damage or loss of property or injury to persons arising out of the Hirers use of the Room or of any equipment of whatever nature provided by the Council for the Hirers use.
- 8.3 the use of any equipment provided by the Council is at the risk of the Hirer and the Council will accept no liability or responsibility for it unless any damage to it is caused solely by the negligence of the Council or its employees.

## **10. LEGISLATION**

The Hirer shall comply and observe with the terms, conditions and requirements of any Act of Parliament, Statutory, Instrument or Regulation under which the Room may be used and shall not do or permit to be done, or permitted in or about the Room any sort of thing which would be a breach of any such Act of Parliament, Statutory Instrument or Regulation.

## **11. SERVICES PROVIDED BY THE COUNCIL**

The Council will:

- 10.1 throughout the hire period provide toilet facilities, normal heating and normal lighting of the Room (but not further or otherwise) hot and cold water but shall not be responsible for any failure thereof or defect to the heating and/or lighting or for anything which prevents the supply of hot and cold water or loss or damage resulting there from unless due solely to the negligence of the Council or its servants or agents.
- 11.2 a security number for the Hirer to lock and unlock the Building as may be necessary.

## **12. NOISE, MUSIC, ELECTRICAL EQUIPMENT**

The Hirer shall ensure:

- 12.1 that the minimum of noise is made on arrival and departure particularly when late at night or early in the morning.
- 12.2 that any provision of music is to be kept to a noise level which does not cause any nuisance or disturbance to other occupiers of the Building or neighbouring properties and in any event shall end at 2300 hours.
- 12.3 that no amplifiers, musical instruments or associated equipment are to be connected to the mains electricity supply or used without the prior permission of the Council and without the provision of RCD circuit breakers.
- 12.4 that any electrical equipment or appliances brought by the Hirer into the Room and used there are safe and PAT tested, in good working order and used in a safe manner in accordance with any relevant legalisation.
- 12.5 that any extension leads used should be completely unwound and laid so as not to cause a trip hazard.

### **13. ROOM ATTENDANCE REGISTER**

The Hirer must ensure that they keep a register of all attendees for fire safety purposes, as stated in para 5.5 of this document. The register should be kept for Covid19 purposes in accordance with current government guidelines. An NHS Covid19 QR code is available in all buildings.

### **14. ACCIDENTS**

The Hirer must report to either the Town Clerk, the Deputy Town Clerk or the Office Manager as soon as practically possible:

- 14.1 any failure of equipment provided by the Council.
- 14.2 any injury or accident involving injury to any member of the public or attendee at the event and complete the relevant sections in the Council's Accident Book.

### **15. CANCELLATION**

- 15.1 bookings cancelled between 14 and 30 days of the event will be subject to a charge of 25% of the hire fee.
- 15.2 bookings cancelled less than 14 days prior to the event will be subject to a charge of the whole of the hire fee.

Such charges are to be imposed at the sole discretion of the Town Clerk or, in their absence, the Deputy Town Clerk.

- 15.3 the Council may cancel the hiring at any time without stating a reason and, if so, the Council shall refund to the Hirer all monies paid by it/him/her to the Council provided that the Council shall not be liable to pay any compensation to the Hirer in respect of such cancellation.

### **16. THIRD PARTY RIGHTS**

None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Right of Third Parties) Act 1999 or a person who is not named as a party to this Agreement.

### **17. NO RIGHTS**

This Agreement constitutes permission only to use the Premises and confers no tenancy or other right of occupation to you.



# GILLINGHAM TOWN COUNCIL

The Town Hall

School Road

GILLINGHAM

Dorset SP8 4QR

**Tel:** 01747 823588

**Email:** gtc@gillinghamdorset-tc.gov.uk

**Web site:** www.gillinghamdorset-tc.gov.uk

Booking Form - Appendix A

## Booking Form – Appendix A

**Please note:** All room hire is subject to availability. Please contact a member of staff at the Town Hall to check room availability before completing this form.

<b>Contact Name</b>			
<b>Name of Business / Organisation</b>			
<b>Registered Charity Number</b> (if applicable)			
<b>Address</b>			
<b>Telephone numbers</b>			
<b>Email address</b>			
<b>Date(s) of room Hire</b>			
<b>Times of room hire</b>	Arrival		Departure

**Please indicate which room you require.**

Civic Hall	Chantry Community Office	Town Bridge Community Office
Room Hire Fee	Room Hire Fee Cleaning Fee	Room Hire Fee Cleaning Fee

<b>How often do you require room hire?</b> For example: weekly, monthly, annually, term time.	
<b>Do you require use of a drinks preparation area?</b>	
<b>What the will the room be used for?</b> Eg. Meeting, exhibition, training course	
<b>Will the event be open to the public?</b>	<b>Yes / No</b>

### DECLARATION

The individual and / or organisation detailed above accept and agree to the terms and conditions of hire annexed hereto. I confirm I am over 18.

**SIGNED:**

**DATE:**

Please send completed booking forms to: The Office Manager Gillingham Town Council School Road, Gillingham, Dorset SP8 4QR	For official use:	✓
	• Booking confirmed	





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*Application for Free Room Hire - Appendix B*

## Application for Free Room Hire – Appendix B

**Please note:** Before making an application, please make sure that the room you require is available. Please note that applications will be considered by the Full Council and must be submitted not less than 10 days before its next meeting.

<b>Name of Organisation</b>									
<b>Registered Charity Number</b> (if applicable)									
<b>Contact Name</b>									
<b>Address</b>									
<b>Telephone numbers</b>									
<b>Email address</b>									
<b>Date(s) required</b>									
<b>Times required</b>					Arrival		Departure		
<b>Please indicate which room you require?</b>									
Chantry Community Office (✓)					Town Bridge Community Office (✓)				
<b>How often do you require room hire?</b> For example: weekly, monthly, annually, term time.									
<b>Do you require use of a drinks preparation area?</b>									
<b>Aims and objectives of the organisation</b> Please explain how these are currently achieved.									

<b>Benefit to Gillingham</b>  Please describe how your organisation helps to benefit the people of Gillingham—include supporting information as necessary.		
<b>What is your reason for room hire assistance?</b>  For example: new group, no other sources of funding.		
<b>Details of grants received from Gillingham Town Council over the past five years</b>		
<b>Details of other grants received over the past three years.</b>		
<b>Details of other fundraising activities</b>  For example: coffee mornings.		
<b>DECLARATION</b>  The individual and / or organisation detailed above accept and agree to the terms and conditions of hire annexed hereto. I confirm I am over 18.  <b>SIGNED:</b> <span style="float: right;"><b>DATE:</b></span>		
Please send completed applications to: Gillingham Town Council School Road Gillingham, Dorset SP8 4QR	For official use:	✓
	• Application Checked	
	• Application acknowledged	
	• Date of committee meeting	
	• Application decision Yes/No	
	• Applicant notified of decision	

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School Road

GILLINGHAM

Dorset SP8 4QR

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ROOM	CHARGE PER SESSION COMMERCIAL RATE	CHARGE PER SESSION NON-PROFIT MAKING
Civic Hall	£100	£100
Chantry Community Office	£15	£10
Town Bridge Community Office	£15	£10
Cleaning Fee <small>Applicable to all bookings including free bookings</small>	£15	£15

Room hire sessions:

Morning 9.00am – 1.00pm

Afternoon 1.30pm – 5.30pm

Evening 6.00pm – 10.00pm

A session at the Civic Hall equates to 90 minutes