



Turners Hill Parish Council
The Ark
Turners Hill
West Sussex RH10 4RA
01342 712226
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www.turnershillparishcouncil.gov.uk

Conditions of Hire of The Ark

Booking conditions

- 1 All correspondence should be addressed to: the Parish Clerk, Turners Hill Parish Council, The Ark, Mount Lane, Turners Hill, West Sussex RH10 4RA.
Tel: 01342 712226 email: office@turnershillparishcouncil.gov.uk
- 2 **VENUE**
In all correspondence, advertising and publicity, users must refer to the venue as The Ark at Turners Hill, West Sussex, RH10 4RA.
- 3 **REGULATIONS**
All users are bound by the rules and regulations governing use of the Complex which are deemed to be incorporated in these conditions.
- 4 **BOOKING PROCEDURE, DEPOSIT AND PAYMENT OF CHARGES**
The following procedure for bookings, deposits and payment of charges shall apply to all bookings other than regular weekly and monthly hirings for which separate arrangements will apply.
 - a) **PROVISIONAL BOOKING**
Provisional bookings will only be accepted and held open for a period of **14** days during which time the Hirer must complete an official booking form and deliver such to the Parish Council Office with a deposit equal to **25%** of the estimated total hire charge (as calculated from the information provided and by reference to the Council's scale of charges applicable at that time. The booking will then, within a period of 15 days from receipt of the completed booking form, either be accepted or be rejected by the Council acting by its Parish Clerk (whose decision shall be final) and notification of such communicated to the Hirer. Provisional bookings not confirmed within 14 days will be deleted from the diary.
 - b) **HIRE CHARGES**
 - (i) All charges are VAT exempt.
 - (ii) All charges shown are **per hour** and apply for the period from which a booking for any part of the building commences until the event has been booked to conclude or until the building has been vacated, whichever is the latter.
 - (iii) All bookings are charged subject to a minimum hiring period of one hour, and two hours on Saturdays and Sundays. Odd half hours or parts thereof will be charged at half the approved hourly rate.
 - (iv) The Ark will be closed on Christmas Eve, Christmas Day, Boxing Day and Good Friday. A one-off premium charge will be made for bookings on other bank holidays or Easter Sunday, recognising the Council's additional costs in such opening and all such bookings will be for a minimum period of 4 hours charged at the appropriate Sunday rate.
 - (v) The charges for the Hire of the Complex shall be those determined from time to time by the Council and as notified to the Hirer prior to the submission of a booking form as mentioned above. The Council's current policy is to review charges annually with effect from the 1st April each year and where a booking is for a date or dates after the date on which the Council's reviewed charges next come into effect then the scale of charges determined at the review shall be those applicable to the Hire.
 - (vi) Where the scale of charges is reviewed by the Council upwards by a figure in excess of 10% above the increase in the retail price index (or any index replacing same) and the hire would be subject to such new scale of charges, the Council shall give the Hirer written notice of such increase (the notice to be sent to the address stated on the booking form) and the Hirer shall have the right to cancel the booking and be entitled to the return of the deposit paid but this option shall only be available to the Hirer for a period of 15 days from the date of the Council's written notice as above. Thereafter the Hirer shall be deemed to have accepted and shall be bound by the new scale of charges as if such had been agreed at the time of the original booking.
 - c) **PAYMENT OF CHARGES**
Payment will be accepted via online banking and our bank details are Account Number: **53140805**, Sort Code: **09-01-53**.
Other payment methods such as cash and cheque will only be accepted in exceptional circumstances and when this has been agreed in advance with the Clerk.
Debit or credit card payments can be made by following this link: <https://www.gov.uk/payments/ark-turners-hill/ark>
 - d) **PAYMENT BEFORE HIRE DATE**
The Council shall invoice the Hirer at least **28** days before the Hire date for the balance of the Hire charges (as calculated from the information provided on the booking form by the Hirer). Such an invoice must be settled by the Hirer at least **14** days before the date of Hire otherwise the Council shall have the right to cancel the booking.
 - e) **ADDITIONAL CHARGES**
Any other charges due from the Hirer in addition to the charges referred to above shall be invoiced to the Hirer by the Council as soon as is practical after the date of Hire (the Council may at its discretion issue an interim invoice or invoices). Payment of such additional charges shall be due to the Council within 14 days of the date of the invoice(s) thereafter the Council reserves the right to charge interest on the amount owing at the rate of 15% per annum from the date of invoice until the date of payment. The term 'Additional Charges' shall include all costs due from the Hirer for breakages, additional cleaning, damage, additional hire time (i.e., where the Hirer enters or leaves the Complex before or after the times stated respectively on the booking form) or for any other item as referred to in these conditions.
 - f) **CANCELLATION OF BOOKING BY THE HIRER**
If the Hirer cancels the booking at any time from the date of acceptance of the booking by the Council to a date **28** days before the Hire date, then the Council shall be entitled to retain the deposit.
If the Hirer cancels the booking within **28** days of the Hire date and the Council is not able to secure a re-letting of the room/s it being acknowledged that the Council has no duty or obligation to the Hirer to actively seek a re-letting, then the Council shall be entitled to retain the deposit and balance of hire of the Hire charges already paid and if the balance of the Hire charge as previously invoiced is still outstanding then the Hirer shall be liable to pay that to the Council also and if the sum is not paid within **14** days of the Hire date then the provisions as to interest set out in condition 4(d) above shall apply.
Where a booking is made within **28** days of the hire date, the full hire fee shall be payable at the time of booking.
 - g) **CANCELLATION BY THE COUNCIL**
 - (i) The booking shall be accepted by the Council on the basis of the information supplied by the Hirer on the booking form and should any of the information as to proposed use, maximum number of persons or any relevant factor which was taken into account by the Council in considering the application for Hire should be found not to be correct in all respects then the Council reserves the right to cancel the booking.
 - (ii) Upon cancellation by the Council arising from the Hirer's non-payment of the balance of the Hire charge or in the circumstances referred to in the above paragraph, the deposit paid by the Hirer shall be forfeited in all cases and the Council shall be entitled to recover from the hirer the balance of the Hire charge.
 - (iii) If for reasons totally beyond the Council's control the Council is unable to provide the facilities on the Hire date then the booking shall be cancelled by the Council and all deposits and, where appropriate, balance of hire charges shall be refunded and that shall be the extent of the Council's liability.
 - (iv) In the event of the facilities being required for what the Parish Council deems to be an important Village event, the Council reserves the right to cancel Club bookings.

- h) **REFUNDABLE DEPOSITS**
i) The Clerk may request that a discretionary refundable deposit of up to £100 is paid for any event booked at The Ark. Any damages or excessive cleaning will be charged for and deducted from this deposit.
ii) Photographs will be taken of any damage or areas requiring excessive cleaning to satisfy all concerned of the need for any additional payments. In the case of any disputes the Parish Council will make the final decision.

5 **PURPOSE OF HIRE AND SUB-LETTING**

Without the previous consent, in writing, of the Council, the accommodation shall not be used for any other purpose, or, in any other manner, than that stated in the application and the Hirer shall not, without the previous consent in writing of the Council, underlet, or part with possession of the accommodation or any part thereof, or any other person or organisation. The purpose of hire must be stated at the time of booking and include the name of any presenters (if applicable).

6 **MAINTENANCE OF GOOD ORDER-PROVISION OF STEWARDS BY HIRER**

The Hirer shall ensure that no undesirable person is permitted to enter, remain, or otherwise make use of the accommodation. The Council reserve the right, through the management or other servant of the Council, to require the Hirer to remove or cause to be removed, any person from the accommodation without giving any reason for doing so. The Hirer shall be responsible for the maintenance of good order and ensuring adequate responsible persons for the proper supervision of the function. When arriving or leaving the premises it is the responsibility of the Hirer to ensure that residents are not inconvenienced in any way, i.e., noise, parking, or general disturbance. Failure to comply with this instruction will be taken into account when considering future bookings of any Parish Council Premises/Land.

7 **PERSONAL INJURY AND LOSS OF/OR DAMAGE TO PROPERTY**

The cloakrooms will be in the care and custody of the Hirer who must provide necessary attendants and be responsible for any mistake, loss or damage which may occur. The use of the Complex and the Complex equipment, facilities, and amenities (including cloakroom and car parking) is permitted entirely at the user's own risk and the Parish Council shall not be liable for any personal injury to any user or for any loss or damage to any user's property or vehicles (whether he be the Hirer or an employee, invitee or associate of the Hirer).

8 **CATERING**

The kitchen is available for the purpose of catering for functions and events where the Parish Clerk is satisfied that such arrangements are acceptable. Users of the kitchen are required to ensure that after its use of the kitchen, its equipment, crockery, and cutlery are all left in a clean and tidy condition. As with all Hirings if the kitchen and equipment thereof are not left in an acceptable and satisfactory condition after use, the Hirer shall pay the Council the cost of cleaning the same.

9 **LIQUOR LICENCE**

The Ark holds a premises licence and the Premises Supervisor responsible for the licence is Mrs L Clingo at The Crown. Details of all pay bars required must be discussed or booked with the Premises Supervisor.

10 **BROADCASTING AND FILM RIGHTS**

No person or body hiring any part, or all the Complex shall grant broadcasting (sound or television) or film rights without the prior written consent of the Parish Clerk. If such consent is given, the Parish Council reserves the right to take part in any negotiations, to be party to the terms and conditions of any agreement reached and to share in any income and publicity derived from it.

11 **PUBLIC PERFORMANCE AND COPYRIGHT WORKS**

There shall be no infringement of copyright during the period of Hiring and the Hirer hereby agrees to indemnify the Council in respect of any liability arising from any infringement. The Hirer shall comply with the requirements of the Performing Rights Society Ltd in relation to all musical work in the Society's repertoire.

12 **MUSIC AND DANCING**

The Hirer shall observe all Acts of Parliament Regulations and Byelaws applicable to public entertainment including music, singing and dancing in Public Places.

13 **SERVICES AND ALTERATIONS**

No additions or alterations shall be made to the water, gas, electrical or audio equipment and no structural or other alterations shall be made to the fabric of the building, nor to any of the installations, furniture, fixtures or fittings or other property at the Complex, and no equipment or materials requiring attachment to the fabric of the Complex shall be installed except with the prior express permission in writing of the Parish Clerk and upon such terms and conditions as he/she shall stipulate and to his/her entire satisfaction and under his/her supervision. Hirers are responsible for leaving the premises in a clean and tidy condition and sufficient cleaning up time must be allowed for this purpose.

14 **MAKING GOOD OF DAMAGE**

The cost of making good any damage arising from the breach of condition 13, as of any other of the conditions, shall be determined by the Parish Clerk whose decision shall be final and such costs shall be payable by the Hirer within 14 days of being sent a written demand for payment.

15 **EXITS AND ENTRANCES**

All emergency exits shall be kept permanently unlocked during the period of Hire and the Hirer shall not close or block any other entrances or exits to the Complex (internal or external). The Hirer is responsible for the supervision and management of all entrances and exits during the period of hire. The main entrance door may be placed on the magnetic hold-open device during hire, provided that it remains operational and does not compromise fire safety. To comply with the Local Government (Miscellaneous Provisions) Act 1982 the Hirer must:
Nominate one adult person per hundred adults or
Nominate 2 adult persons per hundred children to act in the event of an outbreak of fire.
This person(s) must have full knowledge of the Fire procedure for the complex (details with the Parish Clerk).

16 **RIGHT OF ENTRY**

The Parish Council reserves (for any authorised officer whether of the Council, Police, Fire or other statutory authorities) the right of entry at all times to the Complex and the right to require the Hirer to refuse admission to, or remove from the Complex, any disorderly person or persons or any article which, in the opinion of the Parish Clerk or his/her authorised agent or officers, may cause danger or damage to the Complex or the users thereof.

17 **INDEMNITY AND INSURANCE**

The Hirer shall be liable for any liability, loss, claim or proceedings whatsoever arising under any statute or at any common law in respect of any default or injury howsoever or by whosoever caused by or to any persons which shall occur while such person is in or upon any part of the premises, or in respect of any loss or damage suffered or sustained by any person in consequence of any such default or injury other than arising from the Council's negligence. Hirers are advised to consult their insurers to safeguard themselves in the event of them being held liable for any claim, demand, action or proceedings in this connection.

18 **FLYPOSTING**

The practice of displaying posters on vacant shop premises, street furniture, trees etc. without the consent of the local planning authority is illegal and makes the offender liable, on summary conviction, to substantial penalties. The unauthorised display of posters may result in the cancellation of the Hiring to which the posters refer and would certainly be taken into account when considering future bookings of any Parish Council premises/Land.

19 **LOTTERIES, RAFFLES AND GAMING**

No gaming, betting games or lotteries shall be carried on, or allowed to be carried on in the Complex, or any part thereof, except those games made lawful by the Betting Gaming and Lotteries Acts, and then only if the appropriate statutory provision are complied with.

20 **COMPLAINTS**

Any complaint by the Hirer in respect of the use of the hall or of the arrangements therewith shall be made to the Parish Clerk in writing within 7 days of the date of the Hiring.

21 **CHANGES TO REGULATIONS**

The Council reserves the right to amend these Conditions and Regulations at any time (providing that the Hirer shall be notified of any such changes) and the conditions in force at the date of the hire shall be those applicable thereto.

- 22 **ELECTRICAL APPLIANCE SAFETY**
The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.
- 23 **RESPONSIBILITIES OF HIRERS**
- a) **END OF HIRE**
Hirers are responsible for leaving the premises in a generally clean and tidy condition and sufficient cleaning up time must be allowed for this purpose.
 - b) **SMOKING**
Smoking is not allowed in the building.
 - c) **FIREWORKS**
Fireworks are not allowed in The Ark or on the adjoining land (Turners Hill Recreation Ground).
- 24 **COMPLIANCE WITH THE LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1982**
Hirers nominate 1 adult person per hundred adults or Hirers nominate 10 adult persons per hundred children to act in the event of an outbreak of fire. This person(s) must have full knowledge of fire procedure for the Complex (details with the Parish Council Clerk).
- 25 **DUNLOP HALL**
- a) No metal heels or tips on shoes may be worn in the sports hall.
 - b) Only white soled sports shoes may be worn in the sports hall when participating in sporting activities.
- 26 **13-TO-25-YEAR OLD'S PARTIES**
Bookings will only be accepted for 13-to-25-year olds' parties if they are family parties with a predominance of adults attending. There must be at least one over 25-year-old for every ten teenagers/young adults up to a maximum of 50 youngsters. We reserve the right to refuse admittance if this is not the case.
- NOTE: Reference to the Council in these conditions shall refer to all action taken by its Parish Clerk or any other duly authorised Officers.