

Burscough Town Council: Terms and Conditions of Room Hire

Definitions and interpretation

"Agreement" means this agreement to hire the Centre consisting of the Terms and Conditions by booking any of our rooms you will be agreeing to these Terms and Conditions.

"The Centre" means Burscough Town Council, Interchange Building, Station Approach, Burscough L40 0RZ.

"The Fee" means the sum specified on the booking form "The Hirer" means the named person on the booking form.

"The Period of the Hiring" means the dates specified on the booking form.

"The Purpose of the Hiring" means the reason the centre is hired as specified on the booking form.

"Regular Hirer" means a party who intends to hire the Centre for regular sessions "Corporate Hirer" means a group / organisation / small business.

These terms and conditions form the basis of the booking between the Hirer and Burscough Town Council. The Council will not enter, accept or sign any third party's terms and conditions. The terms and conditions will not be varied except in writing and agreed by both parties.

1. Responsible person

If the use of the Centre is a private one, the person completing the booking process is responsible to Burscough Town Council for the obligations set out in the Standard Conditions and shall be the contracting party for the purposes of the booking with the Council.

Private Hirers using the Centre must notify the Council at the time of booking of the name, address and telephone number of the person taking responsibility for the Centre and complete the booking process.

The Hirer if an individual must be eighteen years of age or over and must remain on site throughout the Period of the Hiring.

Hire times agreed at the point of booking include setting up and clearing away and vacating the building. Hirers that overrun their agreed time may be charged for the time overrun.

2. Obligations of the Burscough Town Council

In consideration of the Fee the Council agrees subject to the Standard Conditions and any Special Conditions to permit the Hirer to use the Centre for the Purpose of the Hiring during the Period of the Hiring.

The Council reserves the right to decline a booking or part thereof at any time without liability.

3. Obligations of the hirer

The Hirer agrees with the Council to observe and perform the Standard Conditions and any Special Conditions.

The Hirer will conduct a Risk Assessment in respect of their booking and will provide to the Council, on request, full details of this Risk Assessment.

4. Facilities

The Use of the Centre includes use of the allocated room at booking kitchen and toilet facilities and may only be used for the purpose for which they are hired.

The Council is not responsible for any compliance regulations specific groups must adhere to. Hirers are responsible for ensuring that they set up the rooms / centre as required for their activities and return them to the same positions, ensuring all is kept in a clean condition.

The Hirer must not fix to or exhibit on the outside of the Centre, any placard, signs, notice, fascia, board, or advertisement, except with the

written consent from the Council, or any unauthorised internal / external fixtures fittings.

Without prejudice the Hirer must not do in or near the Centre anything by reason of which the Council may incur any losses and/or damage.

The Hirer must not do anything in the Centre or allow anything to remain in the building or on the premises that may be or become or cause a nuisance, or annoyance, disturbance, inconvenience, injury or damage to the Council or the owners or occupiers of adjacent or neighbouring Premises

The Hirer must give notice to the Council of any defects noted and must at all times comply with any display notices the Council may exhibit from time to time .

The Hirer must not make any alterations/ internal/external work fixture fittings and /or equipment to the Centre without the prior written consent of the Town Council.

5. User

No part of the Centre is to be used for any other purpose other than the Purpose of the Hiring.

No part of the Centre is to be used for any unlawful purpose or in any unlawful way.

No animal (other than a recognised Assistance Dog) is to be brought into the Centre or allowed to enter the Centre without the prior consent of the Council.

The Centre is open to all members of the community and the Hirer must not discriminate in any way on the grounds of race, gender, sexual orientation, disability, religious or political beliefs or marital status.

The Hirer and guests must conduct themselves in a responsible manner with due consideration to the other third parties and must refrain from any behaviour, which would bring the Council into disrepute or cause discomfort/risk to others.

6. Cancellation/termination by hirer

Cancellation/Termination by Hirer - business as usual/one off events/private parties/events

The Hirer must book and make payments online through the Town Council website.

If the Hirer wishes to cancel the full hire Agreement, then the Hirer must give to the Council notice to that effect. If such notice is given not later than 10 working days (2 weeks) prior to the Period of the Hiring, then the Council will refund/not charge to the Hirer the fee but otherwise the Council will be entitled to retain/ claim the whole fee.

The Hirer must adhere to the Period of the Hiring and any changes must be agreed with the Council.

7. Cancellation/Termination by the Council and breach of the hirer

The Council properly and reasonably reserves the right to cancel or terminate wholly or in part any booking for any reason including, but not limited to, the following:

If the Centre requires maintenance work or the centre in part or whole is required as an emergency rest centre or if the Centre is rendered unusable by such an event as mentioned the Council reserves the right to cancel bookings.

If the booking might, in the Council's reasonable opinion, prejudice the reputation of the Council;

If the behaviour of the Hirer/guests (whether as individuals or as a group) is deemed by the Council to be unacceptable;

If the activity of the Hirer/guests (whether as individuals or as a group) breaches Fire/Health and Safety or any legislation in any way or deemed unsafe for staff, performers or public.

If the Agreement is cancelled for any such reason as is mentioned in condition 7 the Council will give to the Hirer the maximum practicable notice (except in the case of an emergency) and refund/not charge the fee but will not otherwise be liable to the Hirer.

If the Hirer fails to observe and perform any of the conditions laid down in these Standard Terms and Conditions the Council may:

Charge to recover from the Hirer any expenses incurred by the Council and the Council in remedying any such failure including the cost of employing contractors or other persons as maybe appropriate together with an administration fee of £25.

Charge to recover from the Hirer a standard fee of £40 per hour for extraordinary cleaning required by the caretaker should the Hirer leave the centre unfit with an additional administration fee of £25.

Charge to recover fully from the Hirer any expenses incurred by the Council for specialist cleaning services including but not exclusive to biohazards together with an administration fee of £25.

8. Maximum number to be admitted

The maximum number of people allowed into the Centre is:

Individual room usage:

Large Room: 40 people maximum capacity.

Room 1: 12 people maximum capacity.

Room 2: 22 people maximum capacity.

Room 3: 18 people maximum capacity.

Please note that if both rooms 2 and 3 are hired to 2 different user groups, total attendances from both groups cannot exceed 40 people please check capacity with the Council prior to booking. Maximum numbers are based on 'theatre style" seating or standing.

9. Payment for hire

The Hirer will be invoiced notified by a text / email message) for payment full payment is made at the time of the booking.

10. Car parking

The Council will not be liable for any damage or loss to vehicles or their contents whilst parked or in transit on adjacent car parks. There is parking available outside in the car park on a first come first served basis and neither are operated by the Council.

11. Start and expiration of the period of hiring

At the start of the Period of the Hiring the Hirer is responsible for setting out tables and chairs to meet the requirements of the Purpose of the Hiring.

The Hiring the Hirer is responsible for cleaning, folding and putting away tables and stacking chairs against the wall no more than 5 high and should leave the room as it was found prior to hiring.

On leaving the building after each Period of the Hiring the Hirer is to remove all equipment previously brought in by or on behalf of the Hirer.

On leaving the building after each Period of the Hiring the Hirer is to leave the Centre in a clean and orderly state free from litter and in particular all food should be removed, and the kitchen and other areas left in a clean and in a good condition. All rooms and hire spaces (inclusive of toilets and storage areas) should be left 'as found' to assist other users and hirers of the Community Centre.

All waste that exceeds more than the average daily waste produced in the Centre (two bin bags) including all food waste, bottles and cans must be removed from the Centre and disposed of off-site by the Hirer.

12. Supervision

During the Period of the Hiring the Hirer is to be responsible for the efficient:

Supervision of the Centre including the orderly and safe admission and departure of persons to and from the Centre including car parking arrangements avoiding undue noise on arrival and departure especially where the Period of the Hiring finishes after 9 pm.

The orderly and safe evacuation of the Centre in case of emergency including an effective evacuation plan that is inclusive of disabled people and identifies responsible persons.

The safety of the Centre and fabric of the building.

The preservation of good order and decency in the Centre.

Ensuring that all doors giving safe exit from the Centre are left unfastened and unobstructed and immediately available for exit.

Any accident or incident occurring at the Centre must be recorded using an accident report form kept in the Health & Safety Cupboard located in the kitchen. The completed accident form must be left with a member of staff or notify the Town Clerk as soon as practicability possible.

13. Injury to persons and loss of property

The Council will not be liable for the death or injury to any person attending the Centre for the Purpose of the Hiring or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement except where such death injury or loss is due to the negligence of the Council.

The Council will not accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought into or left at the Centre either by the Hirer for his own purposes or by any other person or left or deposited with an employee of the Council.

14. Liability and insurance

To the fullest extent permitted by law the Council shall not be liable for any loss or damage to property of the Hirer or their guests.

Appropriate insurance cover should be obtained by the Hirer to indemnify the Council against claims which may be made against it in respect of loss or damage which the Council may suffer. Such insurance should also cover injury to person and loss of property.

15. Decoration and advertising

No posters boards signs flags emblems advertisements artwork or any other material is to be displayed inside or outside any part of the Centre without the previous consent of the Council or Clerk.

The Hirer must ensure that display items are appropriately fixed to the display boards so as not to become loose or fall and trigger the security alarm and if the Hirer fails to observe and perform this condition the Council may charge to recover from the Hirer any expenses incurred in remedying any such failure including volunteer and engineer call-out charges.

No bolts, nails, tacks, screws, glue, adhesive tapes or other like objects are to be affixed into any part of the Centre.

No placards fly posting or other articles are to be fixed to any internal or external part of the Centre.

16. Electrical equipment

No lighting heating power or other electrical fittings or appliances in the Centre are to be altered moved or in any way or interfered with.

No additional lighting heating power or other electrical fittings or appliances are to be installed or used without consent of the Council.

If the hirer provides or uses any of their own electrical equipment to be used in the centre, the electrical item must have a current PAT certificate.

17. Statutory requirements

The Hirer must comply with all the conditions and regulations made in respect of the Centre by the Fire Authority.

The Hirer must be aware of the positions of the fire exits and fire-fighting Equipment.

The Hirer must ensure that persons using the Centre during the Period of the Hiring are aware of the fire exits and fire-fighting equipment and what to do in the event of a fire including the evacuation of disabled users

Fire exits and firefighting equipment should only be used for the purpose they were intended.

If the fire services are called out to any outbreak of fire, however slight, details of the incident must be given to the Council via the Clerk.

18. Complaints

Any problems or complaints, arising out of the use of the Centre, additional services or these terms and conditions must be made in writing to the Clerk – Jackie.maguire@burscoughtc.org.uk

.

.

Emergency Evacuation Procedure

Burscough Town Council will comply with all other fire safety legislation and standards. This policy applies to all persons on Burscough Town Council property and in particular to staff, elected members and members of the public hiring community space within the building who have a duty placed upon them to actively monitor the implementation of this policy.

Burscough Town Council will ensure:

That there is adequate means of escape in case of fire for all persons on Burscough Town Council premises.

- That all means of escape are correctly maintained, kept free from obstruction and available for safe and effective use at all times.
- That the means of escape have adequate emergency lighting (in case of fire) which will be maintained in efficient working order.
- That adequate means of giving warning in case of fire exits and are maintained in efficient working order.
- That adequate means for fighting fire are present and are maintained in working order.
- That appropriate instruction will be given to all persons regarding evacuation procedures.
- That appropriate fire training is given to designated staff who have an active role in the implementation of fire precautions.
- That all premises owned or occupied by Burscough Town Council are subjected to a fire risk assessment and that where risks are identified action is taken to implement appropriate control measures.
- That effective management procedures are in place to respond to and deal with the aftermath of a fire.

1. Objectives

The objectives of this policy are:

- To safeguard all persons on Burscough Town Council premises and minimise the risk from death or injury in the event of a fire or other emergency.
- To minimise the risk of fire and to limit the spread of fire.
- To minimise the potential for fire to disrupt normal council duties, damage buildings and equipment and harm the environment.

2. To Whom the Policy Applies

This policy applies to all elected members, Burscough Town Council staff, anyone working for or on behalf of Burscough Town Council and groups hiring community space within the building.

3. Visitors

Burscough Town Council expect that all visitor using the community space follow the following processors.

SIGNING IN: all visitors should report to the reception on arrival and sign the Visitor's Book. Details in the visitor's book will be used by the fire Marshall to conduct a roll call in the event of an evacuation.

The Town Council does not require persons to attempt to extinguish a fire but extinguishing action may be taken if it is safe to do so and the person is trained in the use of the equipment. Immediate evacuation of the building must take place as soon as the evacuate signal is given. All occupants, on evacuation, should report to the pre-determined assembly points. Re-entry of the building is strictly prohibited until the fire and rescue officer, or a senior person present declares it is safe to do so.

If a Fire is discovered immediately sound the fire alarm. This can be done by breaking the glass on one of the control boxes which are operated by pushing the thumb against the glass in the marked area which are located: -

- 1) There are three boxes located one at the front door, one in room 1 and one in Burscough Town Council office by the fire exit
 - See the exit routes plan for further clarification by the front door which is the main evacuation point.
- 2) Gather at the Fire Assembly point which is located by the bicycle sheds on the right of the building as you leave by the front door.
- 3) Make sure everyone is accounted for and there is no one or persons trapped in the building by checking the signing in register located on the table by the front door.
- 4) Use the fire extinguishers if you feel able to do so and do not endanger yourself or any other persons.
- 5) Ring 999 and explain to the operator the emergency.
 - The building is monitored by an outside company who will inform the key holders if office staff are unavailable.
 - A key holder will attend the building and take overall control.

If the Fire Alarm Sounds, follow the following steps: -

- 1) Exit the building by the quickest available fire exit, located at the front door or back door.
 - See the exit routes plan for further clarification by the front door which is the main evacuation point.
- 2) Gather at the Fire Assembly point which is located by the bicycle sheds on the right of the building as you leave by the front door.
- 3) Make sure everyone is accounted for and there is no one or persons trapped in the building by checking the signing in register located on the table by the front door.

- 4) Ring 999 and explain to the operator the emergency.

Only return to the building once a professional or key holder has informed you that it is fit to do so.

4. Doors

When evacuating the building because of the fire alarm sounding, all doors should be closed in order to prevent the spread of smoke throughout the building, and also to minimise the amount of air available to the fire. Certain doors are fitted with self-closing devices. Under no circumstances should these doors be wedged or fastened in the open position for any reason whatsoever. They are designed to withstand the effects of fire and smoke to keep the exit routes clear for the time taken to evacuate the building. Doors should not be secured or locked in the closed position either – there may be someone left in the building after you have affected your escape, and locked doors will hamper the Fire and Rescue Service in dealing with the fire.

5. Exit points from the building

Whichever exit you use will be dictated by the position of the fire, and your own location when the alarm is sounded. Wherever you are, make your way quickly and quietly along the nearest signed exit route to meet at the assembly point.

6. Assembly Point

The assembly point for all staff, elected members and community groups is by the bicycle sheds to the right of the building.

7. Fire Prevention

Should you become aware of any fault or condition which, in your opinion, could present a risk of fire, inform the Executive Officer immediately.

8. General

The fire alarm system is tested weekly and will sound for at least five seconds. In such instances, the alarm signal should be ignored. Staff and visitors to the Council's buildings will be made aware of the time of the alarm tests. At any other time, or if the alarm continues at the normal test time, then prompt and complete evacuation of the building must take place.

9. Responsibilities

Employers Responsibilities

Employers, landlords or occupiers of workplace buildings have a general duty of care to provide a safe working environment.

They must:

- Identify a "responsible person" to take charge of fire arrangements.
- Make appropriate arrangements, based on fire risk assessment, for the planning, organisation, control, monitoring and review of preventive and protective measures necessary for the safety of employees in the event of a fire.
- Provide general fire precautions (including fire detection and fire alarms, if appropriate) to deal with any possible risk.
- In collaboration with staff representatives, develop a fire evacuation plan and ensure that staff are fully informed and trained in the arrangements.
- Ensure that the plan takes into consideration the evacuation of disabled people and others identified in the risk assessment as requiring assistance to evacuate.
- Ensure employees are provided with adequate safety training.
- Organise regular fire drills and emergency lighting testing.

All reasonable steps will be taken to prevent a fire occurring. In the event of fire, the safety of life will override all other considerations, such as saving property and extinguishing the fire.

To prevent fire and to minimise the likelihood of injury in the event of a fire Burscough Town Council will:

- Assess the risk from fire at our premises and implement appropriate control measures.

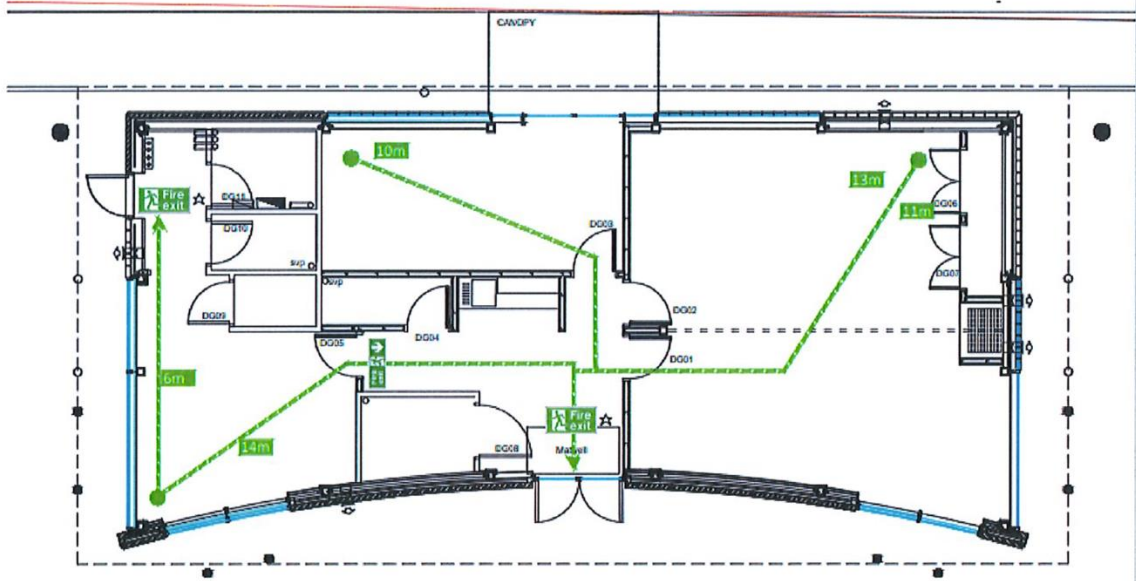
- Ensure good housekeeping standards are maintained to minimise the risk of fire
- Provide and maintain safe means of escape from the premises.
- Develop and maintain fire evacuation procedures for all buildings that they have responsibility for.
- Provide and maintain appropriate fire-fighting equipment.
- Regularly stage fire evacuation drills, inspect the means of escape and test and inspect firefighting equipment, emergency lighting and any fire warning systems
- Provide adequate fire safety training to employees, plus specialist training to those with special responsibilities.
- Make arrangements for the safe evacuation of deaf or otherwise disabled persons.
- Make arrangements for ensuring all visitors are made aware of the fire evacuation procedures.
- Display fire action notices.
- Keep fire safety records.
- Ensure all electrical equipment is regularly PAT tested annually.

10. Review of the Policy

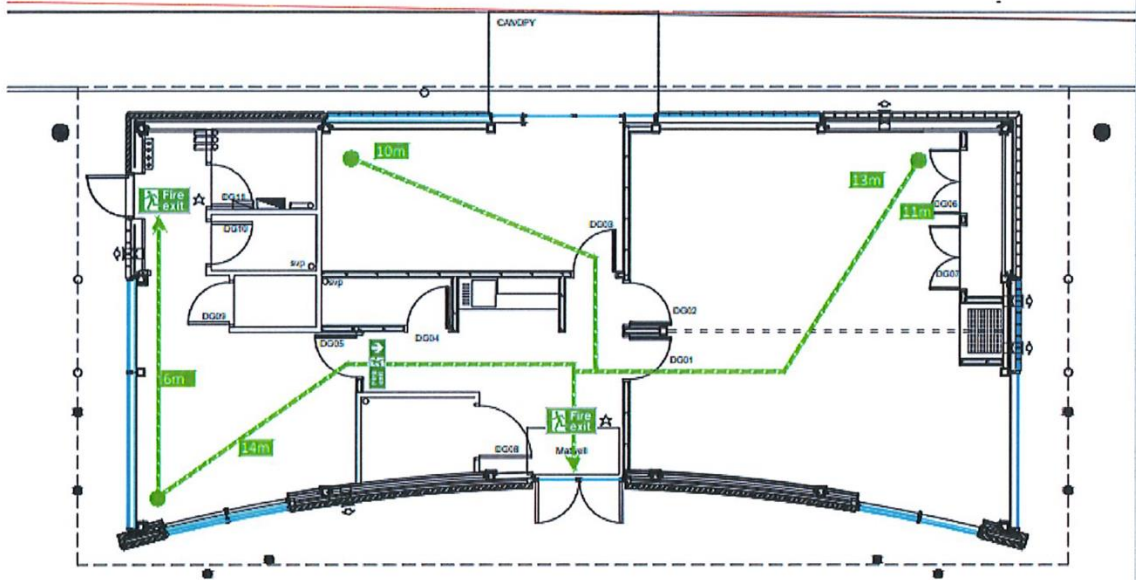
The policy will be reviewed by Burscough Town Council 12 months from the date of implementation.

The policy will also be reviewed to identify any areas requiring improvement following any incident.

11. Plan of the Building and Evacuation points



FIRE STRATEGY - GROUND FLOOR
SCALE 1:50



FIRE STRATEGY - GROUND FLOOR
SCALE 1:50

