



Oundle Town Council

Fletton House, Fletton Way, Oundle, Peterborough, PE8 4JA

Telephone: 01832 272055

Email: admin@oundle.gov.uk **Website:** oundle.gov.uk

Fletton House Hire Terms and Conditions

1. Oundle Town Council (OTC) agrees to hire the room/s at Fletton House for the purpose described in the hire agreement. The Hirer shall not sub-hire the room or allow it to be used for any unlawful or unsuitable purposes.
2. The person signing this agreement is the Hirer and must be aged **25 years** or older.
3. By signing this agreement, the Hirer agrees to abide by these terms and conditions.
4. The normal opening hours of the premises is Monday to Friday 9am to 10pm, Saturday 9am to 4pm and closed Sundays. Hire outside these hours may be agreed with OTC.
5. A **£100** refundable deposit is required if the hire includes the sale of alcohol and will be held for non-compliance of the conditions of the hire. The deposit will be refunded within 28 days following the hire provided there is no damage or loss caused to the premises and/or the contents.
6. Full payment for the booking is required before the date of the hire. A payment schedule for long term hire will be agreed on an individual basis.

7. Premises Licence

7.1. Fletton House has a Premises Licence authorising the following regulated entertainment and licensable activities to be carried on inside the premises only and at these specified times:

- **Sale and consumption of alcohol:** 8.00am to 11.30pm
- **Performance of Dance:** 8.00am to 11.00pm
- **Exhibition of films:** 8.00am to 11.00pm
- **Performance of live music:** 8.00am to 11.00pm
- **Performance of plays:** 8.00am to 11.00pm
- **Playing of recorded music:** 8.00am to 11.00pm

7.3. The Hirer is responsible for making sure the licenced activities do not take place outside the premises; this includes the pavement outside the building and the carpark behind the building.

12. Sale and Consumption of alcohol

12.1. Alcohol can only be sold during the hire if it has been agreed with OTC otherwise it is not permitted.

12.2. It is at OTC's discretion to; refuse permission to sell alcohol during the hire, agree a £25 fee or request the Hirer applies for a Temporary Event Notice (TEN) from East Northamptonshire Council. If a TEN is requested, it must be sent to OTC at least 5 working days before the hire.

12.3. Where it is agreed alcohol can be sold during the hire, it is the Hirer's responsibility to comply with all current applicable licensing regulations with regards to selling and consumption of alcohol, including these terms and conditions.

12.4. Only alcohol where duty and VAT has been paid is permitted to be sold on the premises. Homebrewed and alcohol where duty and VAT has not been paid must not be sold anywhere on the premises.

12.5. It is illegal to sell or knowingly allow any person to sell alcohol to a person under 18. The Hirer must follow the **Think 25 scheme** and ask for acceptable forms of ID; driving license, passport and cards bearing PASS hologram.

12.6 It is not permitted for people to buy bottles and drink off the premises after the event.

12.7 The Hirer must ensure they and their staff do not carry out, arrange or participate in any irresponsible promotions in relation to the premises including drinking games or other activities.

12.8 The Hirer shall ensure that free potable water is provided on request to customers where it is reasonably available.

12.9. The Hirer must ensure that (a) where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in securely closed container) it is available to customers in the following measures (i) beer or cider: 1/2 pint; (ii) gin, rum, vodka or whiskey: 25ml or 35ml; and (iii) still wine in a glass: 125ml; (b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and (c) where a customer does not in relation to a sale of alcohol specify the quantity of alcohol to be sold, the customer is made aware that these measures are available.

12.10. The Hirer shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.

12.11. Selling of alcohol must finish at 11.30pm. Consumption of alcohol must be finished by 11.40pm.

13. Legislation

13.1. The Hirer shall make sure that any activities for children comply with the provisions of the **Children Act 2006** and the **Safeguarding Vulnerable Groups Act 2006**.

13.2. If selling goods, the Hirer shall comply with trading laws and any code of practice including legislation which prohibits the sale or hire of age restricted products.

13.3. The Hirer is responsible for making sure they have the appropriate copyright licences for films and not permit children to view age-restricted films classified according to the recommendations of the British Board of Film Classification.

13.4. The Hirer is responsible for making sure nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

14. Security/Health & Safety/Damage

14.1. The Hirer is responsible for the supervision of the room including the fabric, contents, and the behaviour of all persons during the hire.

14.2. Hirers are not allowed to use any sort of tape or blue/white tack adhesive on the floor or walls.

14.3. The movement of furniture must not cause damage to any part of the building and contents.

14.4. Paint spills and damage should be cleaned up quickly and reported to OTC.

14.5. OTC accepts no responsibility for any stored equipment, goods or other property left on the premises and shall not be liable for personal injury caused by the Hirer's event.

14.6. The Hirer shall be responsible for all claims, damages and any expenses incurred from their hire.

14.7. Smoking is not permitted anywhere on the premises.

14.8. The Hirer is responsible for ensuring that they are familiar with all fire procedures and exits and for the Health & Safety of anyone on the premises during their booking.

14.9. The Hirer shall ensure that all gangways, exit doors and stairways for public access are kept clear of obstruction.

14.12. The use of naked flame, highly flammable substances, smoke machines, lasers and pyrotechnics is not permitted anywhere on the premises.

14.13. The Hirer shall make sure that all electrical equipment brought by them to the premises is safe, in good working order, and used in a safe manner.

14.14. Please report any faults or damage before and during the hire to OTC as soon as possible, by email admin@oundle.gov.uk or telephone 01832 272055, Monday to Friday, 9am to 2pm.

15. Sound and Music

15.1. The Hirer is responsible for adhering to all conditions of the Performing Rights Society where any music in any form is part of the event.

15.2. The noise must be kept to a reasonable level for a residential area and no sound should emit from the premises so as to cause undue nuisance. **Playing of music must finish at 11pm.**

16. Food

16.1. It is the Hirer's legal duty that any food production or consumption must comply with food safety and hygiene regulations.

17. Clearing Up

17.1. The Hirer shall leave the premises in a clean and tidy condition and return furniture to its original place.

17.3. The Hirer is responsible for closing doors and windows opened during the hire.

18. Cancellation

18.1. If the Hirer cancels the booking in less than 2 working weeks before the date of the event, no refund will be granted. Cancellations with more than two weeks' notice will be refunded in full.

18.2. OTC reserves the right to cancel the booking if;

- **It's required for use as a Polling Station for a Parliamentary or Local Government election or by-election,**
- **The hire will lead to the breach of the licensing conditions,**
- **If the hire will involve unlawful or unsuitable activities,**
- **If the building has become unfit or unsafe for the hire,**
- **If an emergency requires use of the building for victims of flooding, snowstorm, fire, explosion or those at risk of similar disasters.**

18.3. OTC will endeavour to give reasonable notice of a cancellation for these circumstances and will refund the Hirer in full, however the Council shall not be liable to pay compensation due to this cancellation.

EVACUATION PROCEDURES

IN THE EVENT OF FIRE AT: Fletton House, Fletton Way, Oundle.

- 1. RAISE THE ALARM:** the person discovering the fire shouts “FIRE” and sets off the alarm at the nearest safe break glass.
 - 2. CALL THE FIRE BRIGADE: Dial 999**
 - 3. ATTACK THE FIRE:** Only if it is safe to do so & you have been trained with the appropriate firefighting equipment. **DO NOT TAKE RISKS**
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- ✓ **All employees, members of the public, contractors, members & visitors must evacuate the building immediately** by the nearest safe exit route closing all doors behind you.
 - ✓ **And to give assistance to evacuate disabled persons. DO NOT USE THE LIFT**
 - ✓ **NEVER** go back to collect belongings.
 - ✓ **The Fire Marshal or Deputy Fire Marshal will verify that the building is clear as they leave.**
 - ✓ **The Fire Marshal or Deputy Fire Marshal will collect the Visitors Book, First Aid Kit and account for all employees, visitors and contractors on site.**
 - ✓ **All personnel will assemble by in an orderly manner at the FIRE ASSEMBLY POINT – LOCATED AT: The rear carpark of Fletton House by the bin store and report to The Fire Marshal or Deputy Fire Marshal** who will undertake the roll call, including visitors & contractors.
 - ✓ **The Emergency Co-ordinator will liaise with the Fire Brigade on their arrival:**
 - Informing them of unaccounted personnel
 - Fire Location
 - Electrical/Gas status and location of hazardous materials (Flammables, etc).
 - ✓ **NEVER re-enter any building until either the Fire Brigade or the Emergency Co-ordinator have given the ALL CLEAR.**
 - ✓ **Outside of Normal Office Hours employees will contact the Fire Brigade and all employees and other personnel will go to the FIRE ASSEMBLY POINT LOCATED AT: The rear carpark of**

Fletton House by the bin store do not re-enter any building until authorised to do so by the Fire Brigade. The most senior person on site will liaise with the Fire Brigade and give the all clear to re-enter any building.

All staff must make themselves aware of the fire exits

And keep exit routes free from obstructions

SIGNED DECLARATION:

1. I have read and understood the Fire Evacuation Procedures.
2. I understand that a member of staff is opening/locking up the building but will not necessarily be on-site for the whole duration of my booking.
3. I acknowledge that I am happy with this arrangement and I have received an emergency contact number from Lisa Allan who is contactable should an emergency arise.

Name.....

Signed.....Dated.....