



BOOKING FORM – Community Groups

Blaby District Council - Health and Leisure Services Council Offices, Desford Road, Narborough, LE19 2EP Telephone Number: 0116 272 7703 Email: <u>leisure@blaby.gov.uk</u>

Booking Details					
Organisation/Company Name:					
		ſ			
Your Address:		Invoicing Address (if different)			
Post Code:		Phone No:			
Contact Name: (please PRINT)					
Email address:					
Event/Activity Details:					
Date(s):	Time(s):	*	No of Persons Attending:		
Purpose:					
*Please be aware that your hire includes any time required for setting up, clearing away, following Covid protocols and for all persons vacating the premises					
Hire charges (please tick box)					
Community groups					
£50.00 (annual rate 12 months)					
£10.00 (set of keys)					
The Lodge					
Concession* £8 per hour					

Corporate rate £12 per hour				
*Concession includes Local Authority's, Schools, Voluntary and Community				
Organisations.				
Car Parking				
Limited parking is available on site. Alternatively public parking in Enderby				
Leisure Centre onsite to A Place To Grow is free of charge.				
Signature				
I certify that I have read, understood and agree to the 'Room				
Hire' Standard Terms and Conditions in Appendix A at the				
bottom of this form				
Signature:	Date:			
Position:				
	1			

Please return this form by email to <u>leisure@blaby.gov.uk</u> or via post to Blaby District Council, Health, Leisure and Tourism Services Team, Council Offices, Desford Road, Narborough, LE19 2EP

THE LODGE - TERMS CONDITIONS OF HIRE

1. Definitions and Interpretation

- 1.1 The Council means Blaby District Council, Narborough Offices, Desford Road, Narborough, LE19 2EP.
- 1.2 The Hirer means the person or organisation as set out in the room hire booking form.
- 1.3 The Premises means The Lodge as set out in the room hire booking form.
- 1.4 Total Amount Due means the total amount that the Hirer is required to pay to the Council as set out in the room hire booking form.

2. Booking

2.1 The Hirer may submit this room hire booking form electronically however; the Hirer's booking will only be accepted upon receipt of a signed room hire booking form.

3. Use of premises

3.1 The Hirer shall not use the Premises for any purpose other than that described on the room hire booking form and shall not sub-hire or use the Premises to be used for any unlawful purpose or in any unlawful way, nor do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol on the Premises without prior written permission of the Council.

4. Licences

4.1 The Hirer shall be responsible for obtaining any licenses and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, the Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer shall indemnify the Council against the consequences of the Hirer's failure to do so.

5. Gaming, Betting and Lotteries

5.1 The Hirer shall ensure that nothing is done on or in relation to the Premises in contravention of the law relating to gaming, betting and lotteries.

6. Public Safety Compliance

6.1 The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, the Local Magistrate's Court or otherwise, particularly in connection with any event which includes public dancing or music or similar public entertainment or stage plays.

7. Electrical Appliance Safety

7.1 The Hirer shall ensure that any electrical appliances brought by him to the Premises and used there shall be safe and in good working order, and used in a safe manner and have been tested in accordance with current safety testing requirements.

8. Alterations

8.1 The Hirer must not make any alterations to the Premises without the Council's prior written consent.

9. Animals

9.1 The Hirer shall ensure that no animals except guide dogs are brought onto the Premises other than with the prior written consent of the Council.

10. General regulations

- 10.1 The Hirer shall ensure that the following conditions are adhered to in full:
- 10.1.1 No preparation may be applied to the floors.
- 10.1.2 No interference with any equipment, books or any other materials.
- 10.1.3 No interference with the heating system.

11. Nuisance

11.1 The Hirer must not do or allow anyone attending their hiring to do

anything on the Premises which is or may become a nuisance to the Council or other hirers or to the occupiers of adjoining or neighbouring premises. The Hirer shall be responsible for requiring any person causing such a nuisance to leave the Premises. It is the Hirer's responsibility to ensure that the minimum of noise is made on arrival and departure.

12. Children

- 12.1 The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the organisation for the attendance of children, they have appropriate child protection policies and procedures in place and that they themselves and those persons likely to have contact with children have been subject to enhanced Disclosure Barring Scheme (DBS)
- 12.2 Where the Hirer wishes to use the Premises for a purpose which involves a regulated activity as described by the Safeguarding of Vulnerable Groups Act 2006 the Council will require the Hirer to provide evidence that the necessary DBS or any other appropriate checks have been carried out on all persons. The Council reserves that right to review child protection policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the Council are not satisfied then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any of the Total Amount Due (including any deposit paid).

13. Sale of Goods

13.1 The Hirer must not use the Premises for any auction sale, trade, business or manufacture without the written agreement of the Council or for any illegal or immoral act or purpose and the Council reserves the right to cancel with immediate effect any hiring where such use is taking or is intended to take place without refund of the Total Amount Due paid (including any deposit paid).

14. Unfit for Use

14.1 The Council may cancel any hiring if the Premises are rendered unfit or become unavailable due to unforeseen circumstances or are required for use as a Polling Station for a Parliamentary or Local Government election or by-election and there shall be no liability to the Hirer other than to refund any of the Total Amount Due (including any deposit paid) for the cancelled hiring.

15. Refusal of Booking

15.1 The Premises shall not be hired to the following organisations:

- a) The National Front
- b) The New National Front
- c) The British Constitutional Movement
- d) The British Movement
- e) The League of St. George
- f) Column 88
- g) The British Democratic Party
- h) The British National Party
- i) Any other party which has racist aims

j) Any other organisation that does not have the best interests of the local community at heart.

15.2 The Council may cancel any hiring if in its opinion the hiring organisation for which the Premises are hired has racist policies, regardless of the stated reason for hiring the building. In such event the Council shall incur no liability to the Hirer whatsoever, other than the return of any of the Total Amount Due that has been paid by him in respect of such cancelled hiring.

16. End of Hire

- 16.1 The Hirer shall ensure that the Premises are vacated at the time specified on the Room Hire Booking Form under 'Finish time of event', following and adhering to Covid protocols. In the event that the Hirer and his party have not vacated the Premises by the time stated the Council shall at its discretion make an additional charge.
- 16.2 The Hirer shall be responsible for leaving the Premises and surrounding area in a clean and tidy condition and any contents temporarily removed from their usual positions properly replaced, if this condition is not complied with the Council shall at its discretion make an additional charge of £100.

17. Payment

- 17.1 The details of the Total Amount Due are set out on the Room Hire Booking Form.
- 17.2 The Hirer shall pay the Total Amount Due no more than 28 days after the hire date. Cheques should be made payable to 'Blaby District Council'. Please make BACS payments to HSBC sort code 40-12-35, A/C no 51285440.

18. Insurance

18.1 During the period of hiring, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the

Premises and shall indemnify the Council from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hiring except where due to the negligence of the Council or their respective servants or agents.

19. Cancellation

19.1 The Hirer must give the Council at least 7 days' notice of its wish to cancel a booking.

20. Health & Safety

- 20.1 The Hirer acknowledges that they have been provided with a copy of the risk assessment for the Premises. If the Hirer for any reason considers that the risk assessment document requires any amendment to reflect the Hirers proposed use of the Premises the Hirer must make the Council aware and provide the Council details in writing of the necessary amendments.
- 20.2 The Hirer agrees to comply with the terms set out in the Health and Safety Information sheet.
- 20.3 The Hirer acknowledges that they are familiar with the following: a) Fire alarm points

b) Fire evacuation procedures, routes, refuge point and assembly point

c) Location of first aid kit, fire extinguishers, fire blanket

- d) H/S folder located in the lodge
- 20.4 In accordance with the Premises' fire evacuation plan the Hirer is required to:

a) Use the council signing in book located in the lodge

b) Familiarise all participants with fire alarm points, fire evacuation routes, fire refuge points and fire assembly point.

c) Ensure that all necessary arrangements have been made to evacuate wheelchair user from the site or to the fire refuge point.

20.5 The Hirer is advised to carry out a practice evacuation of the Premises to highlight any points for concern.

21. Data Protection

21.1 Personal data supplied on the Room Hire Booking Form will be held on computer and will be used in accordance with the Data Protection Act 1998 for statistical analysis, management, planning and in the provision of services by the Council and its partners. The Hirer's data will not be used for any marketing purposes.

22. General Terms

- 22.1 If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.
- 22.2 No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
- 22.3 This Agreement will be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.