



MARLBOROUGH TOWN COUNCIL

**Council Offices
5 High Street
Marlborough
Wiltshire SN8 1AA**

**Hiring Form for
Marlborough Community
And**

**Youth Centre
30A St. Margaret's Mead
Marlborough
Wiltshire SN8 4BA**

**Part I - Booking Form
Part II - Terms and Conditions of Hiring**

Part I

Booking Form

NAME	
ORGANISATION	
ADDRESS	
TELEPHONE NUMBER	
E-MAIL	
RESPONSIBLE PERSON/S	
PURPOSE OF HIRING	
DATE/S (MAXIMUM 12 WEEK BLOCK)	

ROOM/AREA/FACILITIES	TICK IF REQUIRED	START TIME	FINISH TIME
Main Hall			
1 st Floor Social Area			
1 st Floor Coffee Bar Area (included in hire charge)			
1 st Floor Kitchen (included in hire charge)			
Lower Floor Changing Rooms			
Lower Floor Meeting/Music Room (includes basic tea/coffee making facilities)			
Use of Tables/Chairs – specify number required (included in hiring charge)			

ROOM/AREA REQUIRED	CHARGES
*Main Hall	£10.00 per hour
*1 st Floor Social Area	£10.00 per hour
*Lower Floor Meeting/Music Room (includes basic tea/coffee making facilities)	£10.00 per hour
Multiple room use as indicated * for Youth Groups ONLY	£10.00 per hour
Lower Floor Changing Rooms including the use of the Lower Floor Meeting/Music Room for refreshments	£10.00 per hour

PLEASE SEE TERMS & CONDITIONS OF HIRE BEFORE SIGNING THIS FORM

Total Charge for hiring

CHEQUES TO BE MADE PAYABLE TO MARLBOROUGH TOWN COUNCIL

I AGREE TO INDEMNIFY MARLBOROUGH TOWN COUNCIL AGAINST ANY LIABILITY IT INCURS FROM ANY INCIDENTS ARISING OUT OF THE HIRING OF MARLBOROUGH COMMUNITY AND YOUTH CENTRE BY GIVING DUE CONSIDERATION TO ANY INSURANCE WHICH MAY BE REQUIRED.

WHEN COMPLETED THIS FORM SHOULD BE RETURNED TO THE MARLBOROUGH TOWN COUNCIL 5 HIGH STREET, MARLBOROUGH, WILTSHIRE SN8 1AA

PLEASE NOTE THAT THE TOWN COUNCIL OPERATES A NO SMOKING POLICY IN THE MARLBOROUGH COMMUNITY AND YOUTH CENTRE WHICH MUST BE UPHeld BY THE HIRER OF THE BUILDING

I agree to the charges as set out in hiring form and the attached Terms & Conditions of the Town Council as supplied to me

Signed Dated

THE HIRER WILL BE RESPONSIBLE FOR THE REMOVAL FROM THE PREMISES OF ALL REFUSE, PACKAGING AND WASTE PAPER CAUSED BY OR BROUGHT INTO THE PREMISES, IMMEDIATELY FOLLOWING THE END OF THE FUNCTION.

Part II

Terms and Conditions of Hiring

1. These terms and conditions and quoted charges apply to the hiring times detailed within Part 1 of the Booking Form. The hiring charges are for use per hour. The charges made for the hiring of the accommodation/facilities are inclusive of all payments.
2. Marlborough Town Council statutory requirements and other activities take precedence over all other forms of use and bookings.
3. All booking forms for use of accommodation/facilities should be submitted at least four weeks in advance (although the Council reserves the right at its total discretion to accept bookings made on shorter notice if convenient). Four weeks' notice is required when cancelling a booking.
4. The Hirer is liable for the cost if a booking is cancelled within 2 weeks of the date of the intended hiring session.
5. Applications and repeat applications renewals should be completed for no longer than any one 12 week period.
6. Marlborough Town Council reserves the right to cancel any booking.
7. Marlborough Town Council will not be responsible for any loss of earnings or income to a user group as a result of a cancellation of a booking.
8. The Hirer shall ensure compliance with the terms and conditions by members of the organisation on whose behalf the hiring is made, and by any other persons using the accommodation/facilities in connection with or for the purpose of the hiring.
9. The accommodation/facilities shall not be used otherwise than for the purpose stated on the booking form.
10. Accommodation/facilities are hired as they normally stand and no alterations or additions shall be made to lighting, heating, fittings, fixtures and other arrangements of accommodation. Any special seating, equipment or furniture requirements must be requested on the booking form.
11. The Hirer shall not store items on the premises between hiring sessions. If use of storage facilities are required this will be subject to a separate agreement with the Town Council.
12. The Hirer shall be responsible for the maintenance of good order and behavior during the hiring, and shall also be responsible for leaving the accommodation/facilities in the condition in which they find them.
13. All corridors, stairways and exits to which the public or members of the user group has access should at all times be kept free from obstruction.
14. No articles having an inflammable or explosive nature, nor any article which produces an offensive smell, should be brought into the premises
15. Posters placards, bills, photographs and teaching aids should be displayed only on boards provided for the purpose, unless prior permission has been sought from a Town Council Officer
16. Smoking and vaping is **not** permitted in any part of the building
17. No intoxicating liquor shall be sold, supplied or consumed without the consent of the Town Clerk and in conjunction with the appropriate licences being in place

- 18 Attention is drawn to Section 12(l) of the Children and Young Persons Act 1933 which provides that when the number of children exceed 100, it is the duty of the person providing the entertainment to provide an effective corps of properly instructed stewards, to see that the number of children attending does not exceed the proper accommodation of the accommodation/facilities and to take all other reasonable precautions for the safety of children.
- 19 No bolts, screws, nails or tacks shall be driven into any part of the accommodation/facilities, neither shall any adhesive be used on walls, fixtures, fittings and furnishings without prior permission being given by a representative/officer of Marlborough Town Council
- 20 In the event of damage to the accommodation/facilities and loss of or damage to any furniture, property and equipment owned by Marlborough Town Council whether caused directly or indirectly as a result of the hiring, the cost shall be repaid on demand to Marlborough Town Council
- 21 Marlborough Town Council Officers or their agents in pursuance of their official duties, shall have the right of entry at all times to the hired accommodation/facilities.
22. Marlborough Town Council cannot be held responsible for goods, property or clothing brought into and left in the accommodation/facilities or the building of which it forms part, or it's grounds.
23. Cars are parked in any car parks and grounds serving the accommodation/facilities at their owners' risk.
24. The Hirer shall indemnify Marlborough Town Council against all claims, demands, actions or proceedings, in respect of goods, property or clothing, or in respect of the death or injury of any person which shall occur during the period of the hiring, or prior to subsequent thereto, if in relation to, or by reason of the hiring. Provided always that this indemnity shall not apply if the loss, damage or injury, as the case may be, is solely due to the acts, neglect or default of Marlborough Town Council, the Council's Officers and staff, or to any defects in the accommodation/facilities.
25. The accommodation/facilities shall not be used for any unlawful purpose, and the Hirer shall strictly observe and perform all the statutory provisions and regulations and all conditions and regulations imposed by the Justices of the Peace or by Marlborough Town Council which are applicable to hiring's of this nature, and shall indemnify Marlborough Town Council, it's officers and servants from all penalties, damages and costs which they may incur in consequence of any breach or default on the part of the organisation in the complying with any such provisions, regulations and conditions.
26. The Hirer shall indemnify Marlborough Town Council against all claims, demands, actions or proceedings arising out of the infringement of copyright during the period of the hire of the accommodation/facilities.
- 27 If a charge is to be made by the Hirer for admission and musical works are to be performed vocally, instrumentally or mechanically, then the Hirer should obtain a form from the Performing Rights Society
- 28 The Hirer will hold public liability insurance for its use of the accommodation/facilities for the purpose set out in the booking form.
29. The Hirer shall adhere to any Health & Safety, Fire evacuations policies or any other policy or policies which are in force at any time in relation to the accommodation and facilities its use and the Responsible Hirer shall take such action as is necessary to ensure compliance

