

JUBILEE COMMUNITY CENTRE
CONDITIONS OF LETTING
TO BE RETAINED BY HIRER ~ PLEASE READ CAREFULLY

1. All applications to hire/use the accommodation shall be made on the official Jubilee Community Centre Form (Will be referred to as The Association). When completed the form will be returned to the Town Council Offices, 15 Paradise Road, Downham Market, PE38 9HS.
2. A deposit of 25% of the total hiring charge in force at the time of booking will be required.
 - a) No hiring will be booked until both the booking form and the required deposits are received. The balance of the hiring fee in accordance with the current scale of charges shall be paid No Later than 21 days before the date of the function. If this is not paid the Council reserves the right to cancel the booking and to re-let the accommodation and the deposit paid shall be liable to be forfeited.
 - b) A returnable cash deposit of £150 may be required, to cover minor damage and breakages and extra cleaning if the venue is left in an unacceptable condition. The venue must be left clean and rubbish cleared away. If not left clean and tidy the deposit may be forfeited.**
3. Any time taken in setting up for a function and clearing up after the function will be charged at the rehearsal/set up rate in force at the time of the function.
4. The Association reserves the right to refuse any application for use of the accommodation without giving any reason for its decision.
5. The Association will not generally accept bookings more than one year in advance, although it may be prepared to do so for special events, block bookings or continuous weekly bookings.
6. The person who signs the form of application also accepts full responsibility for any claims for personal injury arising from negligence on his/her part. Where in the view of the Association, a function is considered to present an element of risk to those present, the Association reserves the right to require sight of a Certificate of Public Liability Insurance and in its absence, to refuse the booking. The hirer will obtain Public Liability Insurance cover at levels considered to be appropriate by the Association and for confirmation of the arrangements made to the Association's satisfaction.
7. Should the Association before a function commences be of the opinion that is likely to prove of an objectionable or undesirable nature, it shall have full power to cancel the engagement and return the money paid and the Association shall not be liable to pay any compensation to any person in respect of such cancellation.
8. The Association reserves the right to cancel any lettings at any time should it require to use the accommodation in connection with any Election or Referendum or in an emergency. In any of these eventualities any charges paid will be refunded to the hirer and the Association shall not be liable to pay any compensation to any person in respect of such cancellation.
9. No external decorations, flags, emblems, banners or notices will be allowed except on official poster or notice boards or other approved places. Application for the use of "approved places" shall be made in advance to the Association at which time approved dimensions will be notified to the applicant. All external notices shall only be in place for a maximum period of fourteen days.
10. For internal decoration, the use of plants, flowers, shrubs and evergreens will be allowed provided that they are in containers and do not touch the walls or furnishings. The caretaker MAY approve other decorations for which hooks are provided, and no nails, ropes or other fixtures will be allowed in walls, floors doors or other fittings. No posters, pictures or other advertising materials will be affixed to the walls by any means.
11. Standard sized gas balloons may be used, but they may only be put in place immediately before the start of the Function and they will be removed from the premises by the hirer at the end of the function.
12. All decorations must be flame retardant.
13. The hirer will provide all required personnel and equipment for setting up for a function.

14. The Association will not accept any liability whatsoever for any loss, damage or injury, whether to persons or property, arising either directly or indirectly, from the making, acceptance, implementation or cancellation of any application for hire.
15. In view of possible lighting and power cuts the Association reserves the right to limit the number of hours for lighting and heating at the function or refuse the use thereof.
16. All Emergency and Exit doors and signs must be kept unfastened and unobstructed and immediately available for exit while the premises are occupied.
17. Cinematograph displays are prohibited unless falling within the exemption to Section 5 of the Cinematograph Act 1985 and the use of inflammable film is prohibited.
18. A responsible representative of the Hirer shall remain on the premises until they have been vacated by all persons attending the function, and the hirer shall be responsible for the maintenance of proper order and decency and admission and departure of persons attending the function.
19. The hirer shall not sub-let or assign the booking unless prior written permission from the Association is obtained.
20. No application for a licence to sell intoxicating liquor shall be sought to extend beyond HALF AN HOUR BEFORE THE PERIOD OF HIRING EXPIRES.
21. Under no circumstances shall intoxicating liquor be sold to or consumed by persons under 18 years of age.
22. Alcohol may be brought onto the premises for personal consumption at the Jubilee Community Centre, however this alcohol MUST NOT BE SOLD without a Temporary Event Notice. This must be sought from the Borough Council of King's Lynn. Once the licence has been obtained one copy must be given to Downham Market Town Council and another copy must be given to the local police. This is the sole responsibility of the hirer and must be adhered to. If the premises are left in an unreasonable state, a cleaning and clearing surcharge will be applied.
23. No alcohol is taken outside or consumed outside of the Jubilee Community Centre building.
24. The conditions of the Music, Singing and Dancing Licence, (a copy of which may be seen at the Town Council Offices, 15 Paradise Road, Downham Market) shall be observed.
25. The programme and details of the entertainment will be supplied by the hirer to the Town Clerk on demand.
26. The Association's authorised officers shall have the right of access at all times and shall have the right to eject any person and/or to terminate the hiring immediately in the event of excessive noise or other nuisance, disorder or deviation from an approved programme in respect of which matters, the decision of the Custodian/Caretaker or the Association on the premises shall be final
27. The hirer shall ensure:-
 - a. That no drunken or disorderly person is allowed on the premises.
 - b. That no alcohol is taken outside or consumed outside of the Jubilee Community Centre building.
 - c. That no performance commonly known as a strip-tease or involving the removal of garments takes place whether on stage or by recorded film or tape.
 - d. That good rule and order are maintained at all times.
 - e. That no exhibition, demonstration or performance of hypnotism takes place except in accordance with the prior written consent of the Association.
 - f. If the Association considers that a performance is likely to be objectionable or undesirable, it shall have power to cancel the hiring, and may return any money paid if it considers it reasonable to do so, but the Association shall not be liable to pay any compensation for such cancellation.
28. The hirer shall at the end of the hire period leave the accommodation in a clean and tidy condition to the satisfaction of the Caretaker and remove all rubbish from the site. Failure to do so will result in the cost of additional cleaning being charged to the hirer.
29. The Association reserves the right from time to time:
 - a. to add to, amend, or delete any of the conditions of letting and/or

- b. to vary the scale of charges to the intent that the Conditions of Letting and the charges payable by the hirer shall be those in force at the date of the function for which the accommodation is hired, and shall be the responsibility of the hirer to acquaint themselves of the same prior to the function taking place.
30. Every hiring shall cease no later than 2400 hours and music must be turned off by 23:30
31. The Association does not undertake the provision of refreshments, cutlery, crockery or glassware.
32. DMTC are working in partnership with the company J R Light & Sound to provide Lighting and Sound services for hirers at the JCC. Charges will apply, please see DMTC website for prices. You will enter a separate contract with J R Light & Sound and DMTC are not liable for any agreement made with the company.
33. Tariffs required for Performing Rights Society (PRS) or Phonographic Performance Ltd (PPL) will be applied to the charges and added to the whole amount. See separate information letter for rates applicable.
34. All enquiries as to arrangements for use of the accommodation after approval of an application should be made to Downham Market Town Council, 01366 387770.
35. All electrical equipment for use in the accommodation during a function shall be PAT Tested and an appropriate certificate will need to be produced for the Caretaker or his representative or the Association before the function starts.
36. Registered Charities are entitled to two hirings at a concessionary discounted rate of 40% within each calendar year.
37. In the event where we feel there is reputational risk to Downham Market Town Council, we have the ability to withdraw from the contract and cancel the booking of the event.
38. The hirer acknowledges that Downham Market Town Council has a duty under Section 26 of the Counter Terrorism and Security Act 2015 in the exercise of its functions to have "due regard to the need to prevent people from being drawn into terrorism" (the "Prevent Duty"). The hirer shall ensure that it uses Jubilee Community Centre in such a way as to satisfy the Prevent Duty.
39. The hirer must ensure that the venue is not used by any groups or speakers in support of any extremist ideology.

I have read and understand, and I will comply with the terms and conditions as set out for the period of the hiring. Please sign the declaration on both copies and keep one copy for your own information.

Print Name..... Signed..... Date.....