



**Southcote Community Hub
Hire Information Pack**

One-Off Event



www.reading.gov.uk



Reading
Borough Council

Working better with you

Dear Hirer,

Thank you for your enquiry regarding the hiring of the facilities at Southcote Community Hub.

Please find enclosed the Hire Information Pack which includes:

- General information
- Hire Charges
- List of Equipment
- In Case of Fire Information
- Terms & Conditions of Hire
- Lettings Policy
- Booking Form - to be completed, signed and returned

NB: This must be the signed original paper copy. We cannot accept scanned or photographed images

You will need to return the signed Booking Form, which shall incorporate the Terms & Conditions as well as the Lettings Policy to the Lettings team by post or hand deliver to:

**Facilities Lettings Team
Reading Borough Council
Civic Offices
Bridge Street
Reading
RG1 2LU**

In the meantime, your booking will remain provisional for up to 4 weeks from the date when the provisional booking was made. If we do not hear from you after this period the date will be released and all the details related to your booking deleted from our system.

We regret that we are unable to hold your provisional booking beyond this time due to the heavy demand for the facilities at Southcote Community Hub.

For all individual events a deposit of £100.00 must be paid by you. Once we have received the signed Booking Form from you, we will contact you by phone to take the deposit payment by credit or debit card. Deposits will be held by us in accordance with the terms of the Hire Agreement.

Please note that the deposit does not form part of the hire cost. The hire cost is a separate charge and must be received by us in full before the event date.

Alcohol consumption

We do not have a licensed bar at Southcote Community Hub. If you wish to sell alcohol on these premises, you must apply to the Council's Licensing Section for a Temporary Events Notice (TEN) 10 clear working days **before** the date of your event. The TEN's fee at the date of printing this Hire Information Pack is £21.00. For further advice please call the Council's Licensing Section at 0118 9373762.

If you are providing alcohol to guests please ensure that the person serving is a responsible adult.

Under no circumstances should alcohol be served to anybody under the age of 18 and reasonable steps must be taken to establish the individual's age where there is any doubt.

You are responsible for the health and safety of your clients or guests throughout the period of hire, this includes fire safety.

Any health and safety issues, hazards or accidents must immediately be reported to the Lettings team.

The information provided by you in the Booking Form will only be used in connection with your booking and will be shared with Reading Borough Council Partners engaged in the provision of services at Southcote Community Hub as necessary, including the external security company where an external key holding is required.

Your information will only be retained for as long as necessary and will be managed in line with the Council's Data Retention Policy. To view Council's full privacy notice please visit <http://www.reading.gov.uk/dataprotection>.

Please read the Terms and Conditions of Hire and the Letting Policy attached carefully before you sign the Booking Form, and if you have any queries please do not hesitate to contact the Lettings team.

Yours sincerely,

The Lettings Team

GENERAL INFORMATION ABOUT SOUTHCOTE

Southcote Community Hub is one of the new community hubs developed by Reading Borough Council, with a view to providing a shared location for a range of services. The Centre was recently refurbished and extended to include a library, children's centre and upgraded facilities.

It is a single storey, fully accessible building that offers a bright, spacious hall, a multipurpose meeting room and a 1:1 room; all of which are available for hire to individuals and organisations.

How to Find Us

Southcote Community Hub is located on Coronation Square and is easily accessible from the Centre of Reading (Approx. 20 mins by bus).



The nearest bus route is: Number 26 which provides a regular service throughout the day until 11pm. The bus stop you need to use is called: Coronation Square. You can pay for the bus using cash (exact change only), contactless card or via the app. For more details on fares, times and tickets please visit: <https://www.reading-buses.co.uk>

Please note - if you choose to travel by car, there is very limited parking available at the centre due to its location therefore we advise travelling by bus or taxi.

Centre Address

Coronation Square
Reading
RG30 3QP

Contact Information

For general enquiries, please contact The Lettings Team (**Mon - Fri 09.00 - 16.00**):

Telephone: 0118 937 2388

Email: Facilities.Lettings.Team@reading.gov.uk

For maintenance or caretaking issues contact The Facilities Team (**Office Hours only**):

Telephone: 07809 584298/07809 584297 or 07860 778938

For Emergency Out-of-Hours, please contact: 0118 937 3737

For Alarm or security issues, please contact Provide SESS LTD on 0118 336 5949 or 07775 584106

SOUTHCOTE COMMUNITY HUB HIRE CHARGES

CAPACITY:

Hall: 80 persons (standing) or 50 persons (suggested seated)

Meeting Room: 15 persons

1:1 Room: 4 persons

BUSINESS RATE:

| | |
|-----------------------------------|-----------------|
| HALL, INCLUDING TEA POINT | £12.10 per hour |
| MEETING ROOM, INCLUDING TEA POINT | £4.40 per hour |
| 1:1 ROOM | £2.20 per hour |
| KITCHEN | £2.20 per hour |

CHARITIES/CHURCH & COMMUNITY RATE:

| | |
|-----------------------------------|----------------|
| HALL, INCLUDING TEA POINT | £7.15 per hour |
| MEETING ROOM, INCLUDING TEA POINT | £2.75 per hour |
| 1:1 ROOM | £1.65 per hour |
| KITCHEN | £1.10 per hour |

VOLUNTARY LINKED TO RBC RATE:

| | |
|-----------------------------------|----------------|
| HALL, INCLUDING TEA POINT | £5.50 per hour |
| MEETING ROOM, INCLUDING TEA POINT | £2.20 per hour |
| 1:1 ROOM | £1.37 per hour |
| KITCHEN | £0.82 per hour |

ADDITIONAL CHARGES:

DEPOSIT

All one-off event bookings are subject to a £100.00 deposit. This will be collected over the phone by debit or credit card by the Lettings Team. This is **not** a part payment towards the total hire charge.

NOTE: We do not accept cash or cheque as payment for the deposit.

SECURITY FEE:

A security fee of £23.00 + VAT is payable per booking for the opening and closing of the building.

Note: the security fee during Public and Bank Holidays is charged at double the standard rate set out above.

INSURANCE

All One-off event bookings will be subject to an additional charge of 11% on the total hire cost for Public Liability Insurance. For further details or queries, please contact The Lettings Team who will advise accordingly.

EQUIPMENT AVAILABLE AT SOUTHCOTE

Equipment Available for use in Hall

| Type of Equipment | Total Available |
|--------------------------|-----------------|
| Blue fold-up Chairs | 80 |
| Trestle Tables | 10 |
| Children Chairs | 8 |
| Tea point with Hot Water | 1 |

Equipment Available for use in Rooms

| Room | Total number of Chairs | Total number of Tables | Other |
|----------------------------|----------------------------------|---|----------------------------|
| Lounge | 15 metal Chairs 9 Soft Chairs | 2 Coffee Tables 2 Round Tables 3 Trestle Tables | |
| 1:1 Room | 4 Chairs | 1 Round Table | |
| Adult Library | 4 Sofas 4 Normal Chairs | 1 Small Table 1 Round Table | |
| New Southcote Meeting room | 14 Yellow Chairs | 6 Tables | 1 Tea Point with Hot Water |

Equipment Available for use in Kitchen

| Type of Equipment | Total Available |
|-------------------|-----------------|
| Kettle | 2 |
| Microwave | 1 |
| Dishwasher | 1 |
| Fridge | 1 |

Cleaning Equipment available for use

| Type of Equipment | Total Available |
|-------------------|-----------------|
| Broom | 1 |
| Dustpan and Brush | 1 |
| Litter Picker | 1 |
| Mop and bucket | 1 |

Please note we do not supply or provide the following:

- Bin bags, Dishwasher tablets, Crockery or Cutlery

SOUTHCOTE COMMUNITY HUB
Coronation Square, Reading, RG30 3QP

IN CASE OF FIRE

- Break nearest alarm point immediately.
- Evacuate the building as quickly as possible.
- **Assembly point is the large green opposite.**
- Fire Marshals should check all areas to ensure full evacuation and bring the grab bag as they leave.
- Each Team Manager or Group Organiser **MUST**, as the Responsible Person, ensure a register of people present onsite is kept at all times.
- Call the Fire Brigade on 999.
- Give the address above.
- Each Senior Team Member or Group Organiser will check register at the Assembly point.
- Do Not Attempt To Fight Fire.
- Do Not Stop To Collect Belongings.
- Do Not Re-enter The Building Until Given The All Clear.
- The Senior Team member or Group Organiser **MUST** report the incident to the Lettings team on 0118 9373737 (Out of Hours), or 0118 9372388 (Mon- Fri 9am-4pm)

Where the centre is hired without the provision of RBC staff, the organiser must:

- **Be familiar with the Fire Action & Evacuation Procedures**
- **Provide Fire Marshals & instruct them in the evacuation plan for the building**
- **Ensure all fire escape routes are kept free from obstruction**
- **Make provision for disabled attendees**
- **Carry out Fire Safety checks before and after use of the facility**
- **Inform the Lettings Team of additional electrical requirements**

SOUTHCOTE COMMUNITY HUB HIRE AGREEMENT TERMS AND CONDITIONS OF HIRE

These should be read in conjunction with the Council's Southcote Community Hub Lettings Policy

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions:

'Booking Form'

Means the form for the booking of the Venue

'Cancellation Notice'

Means the notice served by the Hirer on the Council pursuant to clause 7.2

'Deposit'

Means the sum of £100.00

'Event'

Means the event for which the Hirer is to hire the Venue as specified in the Booking Form;

'Lettings Policy'

Means the policy for the booking of the Venue as updated from time to time;

'Hire Agreement'

Means the hire agreement comprising these terms and conditions, the Booking Form, the Lettings Policy and the Hire Information Pack between the Hirer and the Council for the hire of the Venue;

'Hirer'

Means person(s) or organisation identified in the booking form;

'Hire Charge'

Means the charge set out in the Hire Information Pack for the hire of the Venue;

'Hire Information Pack' Means the pack containing information about the hire of the Venue;

'Hire Period'

Means the period specified in the Booking Form;

'Insurance Contribution'

Means the Hirer's contribution to the Public Liability Insurance for the Venue as detailed in the Hire Information Pack from time to time;

'Key Holding Charge'

Means the charge for the key holding services as set out in the Hire Information Pack for the hire of the Venue;

'Lettings Team'

Means the team appointed by the Council for the management and control of the Venue and referred to in the Hire Information Pack or such other team or person as shall replace the same;

'Regular Events'

Means four or more Events booked by the same Hirer for the same activity within a period of 12 months as specified within the Booking Form;

'One-Off Events'

Means a hirer making an individual, non-repetitive booking within a period of 12 months

'Venue'

Means the areas or rooms in Southcote Community Hub to be hired by the Hirer under this Hire Agreement as specified in the Booking Form;

1.2 In these terms and conditions, unless the context otherwise so requires:

- 1.2.1 References to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 The headings in the clauses of these terms and conditions are for information only and do not affect the interpretation of the hire agreement;
- 1.2.3 Any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment;
- 1.2.4 The word 'including' shall be understood as meaning 'including without limitation';
- 1.2.5 Where the Hirer consists of two or more persons, obligations expressed or implied to be made by or with them are deemed to be made by or with those persons jointly and severally (this means that they will each be liable for all sums due under this agreement and not just a proportionate part); and
- 1.2.6 Words that indicate one gender include all other genders, words that indicate the singular include the plural and vice versa and words that indicate person shall be interpreted as extending to a corporate body or a partnership and vice versa.

2. BOOKINGS

- 2.1 All bookings for the hire of any venue must be made in writing on the official Booking Form which shall be read and construed with these Terms and Conditions, the Letting Policy and the Hire Information Pack and shall form part of the contract between the Council and the Hirer.
- 2.2 If there is any conflict between the Letting Policy and these Terms and Conditions, these Terms and Conditions shall prevail.

3. LICENCE TO OCCUPY

In consideration of the payment by the Hirer of the Hire Charge, the Council grants the Hirer the right and licence for the Hire Period only to enter upon and use the Venue for the purposes of the Event or Regular Events as specified in the Booking Form in accordance with the terms of this Hire Agreement.

4. PAYMENT

Event:

- 4.1 The Hirer shall pay the Deposit to the Council in full and in advance of the Event.
- 4.2 The Hirer shall pay to the Council the Hire Charge, Key Holding Charge and any Insurance Contribution (in addition to the Deposit paid pursuant to clause 3.1 above) and any other fees or charges which become payable within 7 (Seven) days of the date of invoice sent by the Council or 14 (Fourteen) days prior to the Event, whichever is earlier.
- 4.3 All fees and charges stated including the Hire Charge are exclusive of VAT which shall be charged to the Hirer at the prevailing rate.
- 4.4 If any sum payable is not paid by the due date, then the Hirer shall not be entitled to use the Venue for the Event or Regular Event.
- 4.5 The Deposit is a deposit against any loss of or damage caused to the Venue or equipment therein by the Hirer or his guests and/or delegates. If the Hirer or his guests and/or delegates causes any loss or damage to the Venue or the equipment (in whole or in part); the Council shall be entitled to apply the full Deposit against such loss or damage. The Deposit shall be refundable within 14 (Fourteen) business days at the end of the Hire Period.

5. CHARGES

- 5.1 The Council reserves the right to increase charges for the use of Venue from time to time without notice.
- 5.2 In the event that the Council has accepted the Hirer's booking and Deposit payment, the Council shall give the Hirer at least 30 (thirty) days' notice of any increased charges prior to the date of the Event or Regular Events. In such circumstances, the Hirer shall be entitled to cancel the booking and to the refund of the Deposit paid only and will not be liable to pay any Cancellation Charges. For the avoidance of doubt, the Council shall not be liable for any other payments to the Hirer.

6. ACCESS

- 6.1 The Hirer may only access the Venue at the agreed times as specified in the Booking Form.
- 6.2 The Event or Regular Events must conclude at the end of the Hire Period and the Venue must be cleared of all items, effects, equipment and guests and/or delegates. Removal of items, effects or equipment brought into the Venue for the purposes of, or in connection with the Event or Regular Events is the sole responsibility of the Hirer. If the Hirer fails to vacate the Venue by the end of the Hire Period or to remove any items, effects or equipment brought into the Venue, the Hirer shall be liable to lose their deposit.

7. CANCELLATIONS

- 7.1 **By the Council** - The Council reserves the right to refuse or withdraw permission to use the Venue for any reason whatsoever or cancel any booking where the Venue or any part of it is:

- (a) Required by the Council for any of its functions including for any purpose in connection with Parliamentary or local government elections;
- (b) Required for cleaning, repair or other maintenance purposes; or
- (c) becomes unfit for hiring at any time.

If the hiring is cancelled for any reason mentioned in 7.1(a) to (c) inclusive, the Council will give the Hirer the maximum practicable notice and refund the Deposit and any other charges paid by the Hirer or an appropriate proportion of such charges, as applicable, only but will not otherwise be liable to the Hirer. For the avoidance of doubt, the Council will not be held liable for any costs, expenses, damages or claims incurred by the Hirer.

- 7.2 **By the Hirer** - The Hirer may, by issuing a Cancellation Notice, cancel the hiring. Where the Hirer cancels the hiring by issuing a Cancellation Notice pursuant to this clause 4.2, the Hirer shall be liable to pay the Council the 100% of the Hire Charge, together with any additional expenses incurred by the Council, where the Cancellation Notice is received by Council less than 3 (three) weeks before the Event date.

- 7.3 In the event that the Hirer fails to take up their booking or notify the Council of cancellation by issuing a Cancellation Notice, the Council shall be under no liability to refund the Deposit and shall be entitled to recover from the Hirer the full Hire Charge together with any additional expenses incurred by it in connection with this Hire Agreement or the Event or Regular Events.

- 7.4 Substitutions or amendments to the purpose of the Event or Regular Events must be notified in writing to the Lettings Team before the Event or Regular Events who reserve the right subject to their sole discretion, to either cancel the booking or amend the Hire Charge, as appropriate. Cancellation by the Council pursuant to this clause 4.4 may result in the Hirer being liable for payment of the Hire Charge.

8. CONDUCT AND CONTROL

The Hirer shall:

- a) Keep the Venue clean, tidy and clear of rubbish at all times;
- b) Not do or permit or suffer to be done at the Venue anything which may reasonably be considered to be or likely to become or cause a nuisance, annoyance or disturbance to the Council, other licensees or to the owners or occupiers of neighbouring property or other people in the vicinity. This includes making of excessive loud noise;
- c) Not to insert bolts, nails, tacks, screws, bits, pins or other like objects into any part of the Venue;

- d) Not to use the Venue for any purpose other than that identified in the Booking Form or for any dangerous, noxious, noisy or offensive activity or any illegal or immoral act or purpose and not carry any on any trade, business, manufacture or commercial activity therein;
- e) Not to permit any animals (except for assistance dogs for the disabled) to access the Venue or any part of it without the prior written consent of the Letting Team. If consent is given it may be withdrawn by the Lettings Team at any time or made subject to specific conditions which the Hirer shall comply with at all times;
- f) Not do or permit any act that would invalidate or increase the premium paid under the Council's insurance policy for the Venue;
- g) Keep the Venue secure at all times and comply with and procure compliance of all guests and/or delegates with the Venue's safety procedures in force at the time of the Event or Regular Events;
- h) Take all reasonable precautions to prevent fire occurring on or in the Venue;
- i) Keep fire and other exits clear at all times;
- j) Comply in all respects with the Health and Safety at Work etc Act 1974 and any other acts, orders, regulations and codes of practice relation to health and safety made thereunder, as amended. The Hirer shall be responsible for the conduct of all its guests and/or delegates at the Event or Regular Events and shall comply with any specific health and safety requirements of the Venue;
- k) Not permit smoking at the Venue or any part of it, including its grounds;
- l) Manage, supervise and control the Event or Regular Events in a responsible, lawful and orderly manner having due regard to the reputation of the Council and the safety of all those on or in the Venue;
- m) Have in place sufficient stewards, responsible persons and/or officials to fulfil its obligations and ensure that all its staff, agents, sub-contractors, guests/delegates comply in all respects with the provisions of this Hire Agreement and any instructions from the Lettings Team;
- n) Not permit the maximum capacity of the Venue to be exceeded.
- o) Comply with all reasonable instructions of the Lettings Team;
- p) Comply with all legislation or regulations relating to the use of the Venue for the Event or Regular Events and duly obtain any relevant licence, permission, consent or approval required for any such use;
- q) Not to use the Venue for the dissemination of extremist views of any form;
- r) Ensure that at the end of the Hire Period the Venue is vacated and cleared of the Hirer's items, effects, equipment and rubbish and left in the same condition it was in at the commencement of the Hire Period.

9. RIGHT OF ENTRY

- 9.1 The Council reserves the right to enter the Venue or any part of it during the Hire Period
- 9.2 The Council reserves the right at its absolute discretion to refuse admission to or evict any person from the Venue whom there is reason to believe is behaving in a manner prejudicial to the compliance with these conditions of hire.

10. ASSIGNMENT

This Hire Agreement is personal to the Hirer and shall not be assigned, sub-licensed, sub-hired, sub-contracted or disposed of by the Hirer.

11. LIABILITY, INDEMNITY AND INSURANCE

- 11.1 The Council shall not be responsible for any injury, loss, damage, cost or expense suffered by the Hirer if and to the extent that it is caused by the negligence or wilful misconduct of the Hirer or by breach by the Hirer of its obligations under the Hire Agreement.
- 11.2 Subject always to clauses 8.1 and 8.3:
 - 11.2.1 the aggregate liability of the Council in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Hire Agreement, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed Hire Charge paid or payable to the Council in respect of each event or series of connected events; and
 - 11.2.2 In no event shall the Council be liable to the Hirer for any:
 - Loss of profits;
 - Loss of business;
 - Loss of revenue;
 - Loss of or damage to goodwill;
 - Loss of savings (whether anticipated or otherwise); and/or
 - any indirect, special or consequential loss or damage.
- 11.3 Nothing in the Hire Agreement shall be construed to limit or exclude either party's liability for:
 - 11.3.1 Death or personal injury caused by its negligence or that of its staff;
 - 11.3.2 Fraud or fraudulent misrepresentation by it or that of its staff; or
 - 11.3.3 Any other matter which, by law, may not be excluded or limited.
- 11.4 The Hirer shall indemnify and keep indemnified the Council against all losses, damage, actions, claims, demands, proceedings, costs and expenses (including legal fees) whatsoever the Council may suffer or incur as a direct or indirect result of any act, omission, default or negligence of the Hirer, its employees, agents, servants, subcontractors, licensees, guests or delegates arising out of or in

the course of or from this Hire Agreement save to extent that any such loss arises as a result of the negligence of Council, its employees or agents.

- 11.5 The Hirer shall repay to the Council the cost of reinstating, repairing or replacing or making good the Venue or any part of it which shall be damaged, destroyed, stolen or removed during the Event or Regular Events.
- 11.6 Public Liability Insurance:
- (a) For Events booked by Groups, Organisation's or Companies
- 11.6.1 the Hirer is to have in force throughout the Hire Period a policy of insurance effected with a reputable insurance company covering the Hirer against third party risks for a sum of not less than £5,000,000.00 (Five million pounds) per claim and a copy of the policy is to be supplied to the Council upon request.
- (b) For an Event booked in the name of an individual
- 11.6.2 The Hirer shall pay the Insurance Contribution to the Council before the date of the Event. The Hirer agrees and acknowledges that it will be required to pay any excess towards a claim, as advised by the Council.
- 11.7 The Hirer shall indemnify the Council against all claims, demands, actions and proceedings arising out of any infringement of copyright, or the unauthorised performance or use of any record apparatus or contrivance at the Venue during the Hire Period.
- 11.8 The Hirer shall give to the Council notice in writing of any accident, injury or loss, and of any claim or demand within 24 hours, together with any such knowledge and information as may be required. With the exception of his Insurers the Hirer shall not discuss the question of liability with a third party.
- 11.9 The Council's insurers will not indemnify the Hirer against loss or damage caused by or resulting from fire or explosion due to the Hirer's negligence and in this respect the insurers may have the right of subrogation against the Hirer who should consider taking out his own insurance to cover this risk for a sum of not less than £5,000,000.00 (Five million pounds) per claim and a copy of the policy is to be supplied to the Council upon request.
- 11.10 The Council will not be liable for any loss due to any reason beyond its control including breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of god which may cause the Venue to be temporarily closed or the hiring to be interrupted or cancelled.
- 11.11 The Hirer must not do or permit any act that would invalidate or increase the premium payable by the Council under its insurance policy. Any cost resulting from failure to comply with this clause 8.11 shall be borne by the Hirer.

12. ALCOHOL

- 12.1 Unless the Hirer holds a Temporary Events Notice no excisable or intoxicating liquor shall sold at the Venue.
- 12.2 Under no circumstances musts a guest or delegate under the age of eighteen (18) be served or permitted to consume alcohol.

13. OBJECTIONABLE ARTICLES, STRUCTURAL ALTERATIONS, TEMPORARY STRUCTURES AND ELECTRICS

- 13.1 No person shall in any part of the Venue bring any article of an inflammable or explosive character, any article producing an offensive smell, CFC or any oil, electrical gas or other apparatus or bring, place or erect any furniture, fitting, erection or structure or place or fix any additional or decorative lighting or other material of whatever kind in or on any part of the Venue without the consent of the Responsible Officer. Gas filled balloons or bouncy castles are not permitted within the Venue, air filled balloons are, however, permitted but must be removed at the end of the Event or Regular Events.
- 13.2 No lighting, heating, power or other electrical fittings or appliances on or in the Venue are to be altered, moved or in any way interfered with.
- 13.3 No additional lighting, heating or power or other electrical fittings or appliances or computer equipment are to be installed or used without the prior consent of the Responsible Officer.

14. CAR PARKS

The Hirer and those attending the Event must observe the statutory regulations relating to on street parking, delivering etc. in force at the time.

15. PROPERTY NOT REMOVED

- 15.1 The Lettings Team may remove and store any items or property left by the Hirer in or upon the Venue at the end of the Hire Period. The Council shall not be held responsible for any damage to or theft of any such property by or during any such removal and storage.
- 15.2 The Hirer will be responsible for meeting all reasonable removal and storage charges if items of property and belongings left at the Venue at the end of the Hire Period.
- 15.3 The Council will remove and store the items for a maximum of twenty-eight (28) days. If the items are not collected within twenty-eight (28) days, the Council may dispose of the items and the Hirer will be liable for the reasonable costs of disposal. The reasonable charges and costs incurred by the Council may be deducted from any sale proceeds or the Deposit and if there are any charges and costs remaining they will remain the Hirer's liability
- Notwithstanding and in addition to paragraph 8 (CONDUCT AND CONTROL), the Hirer is responsible for the removal of any waste amounting to more than the general removal of waste from the waste baskets provided. The cost of such removal is to be borne by the Hirer.

16. TERMINATION

- 16.1 Without prejudice to any other right or remedy it might have, the Council may terminate the Hire Agreement with immediate effect if:
- 16.1.1 The Hirer intends to use the Venue for a purpose different to that he has specified in the Booking Form;
 - 16.1.2 the Hirer or his servants, agents, licensees, guests or delegates or any person using the Venue in connection with the Event or Regular Events breaches or fails to perform or observe any obligation (including but not limited to clause 5 (Payment) under this Hire Agreement);
 - 16.1.3 the Hirer becomes bankrupt, has an administration order made in respect of his assets, has a receiver appointed, makes an arrangement for the benefit of his creditors or becomes subject to any procedure for the taking of control of his goods by another;
 - 16.1.4 where the Hirer is a company, the passing of a resolution for the winding up of the Hirer (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Hirer's assets or business, or if the Hirer makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 13.1.4) in consequence of debt in any jurisdiction;
 - 16.1.5 If it appears to the Lettings Team that any of the conditions have been or are being violated or if for any other reason it appears to be in the public's interest to do so.
- 16.2 Upon termination or expiry of the Hire Agreement, the Hirer shall immediately vacate the Venue and ensure that his servants, agents, licensees, guests or delegates shall immediately do the same.
- 16.3 Such determination shall not release the Hirer from any obligation under these conditions or affect any right or remedy which the Council may have under these conditions or otherwise and the Council shall be entitled to retain for their own use and benefit any monies paid to them in respect of the hiring and recover any costs incurred, or for which the Council may become liable in connection with the Event or Regular Events.
- 16.4 The Hirer shall have no claims against the Council for any losses, damages, actions, claims, demands, proceedings, costs and expenses (including legal fees) it may suffer or incur as a result of termination by the Council under this clause 16.

17. GENERAL

- 17.1 Each of the parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Hire Agreement.
- 17.2 This Hire Agreement shall not operate to confer any rights on any third party and no person other than the parties to it may enforce any provision of this Hire Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 17.3 This Hire Agreement cannot be varied except in writing signed by the Hirer and a duly authorised representative of the Council.
- 17.4 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Hire Agreement (whether under the Hire Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 17.5 If any provision of the Hire Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Hire Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Hire Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Hire Agreement.

18. NOTICES

- 18.1 Any notice to be given under the Hire Agreement shall be served by email to the address of the relevant Party set out in the Booking Form or such other address as that party may from time to time notify to the other party in accordance with this clause.
- 18.2 Notices served as above shall be deemed served on the working day of delivery provided delivery is before 5.00pm on a working day. Otherwise delivery shall be deemed to occur on the next working day.

19. GOVERNING LAW AND JURISDICTION

The validity, construction and performance of the Hire Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the parties submit.

SOUTHCOTE COMMUNITY HUB LETTING POLICY

1. The Hirer must be at least 21 years of age. Evidence of age may be required.
2. Details of the maximum capacity for the rooms within the venue are contained on page 6 and must not be exceeded.
3. At no time should the Hirer leave the venue unattended. Once the venue has been opened at the required time the Hirer is responsible for its security and must remain on the premises for the duration of the hire.
4. No nails, tacks, screws etc. or adhesives shall be fixed to the walls, floors, ceilings or fixtures. The Hirer shall not tamper with any of the heating or lighting systems of the Hub. Helium balloons, party poppers, and inflatables, including bouncy castles are not permitted in the Venue.
5. Noise:
 - a. Hirers are requested to keep the noise, especially of live and recorded music at a reasonable level in order to avoid disturbing nearby residents.
 - b. On vacating the venue, hirers are requested to keep the noise level to a minimum
 - c. Please ensure that your guests leave the venue at the end of your event.
6. Safety:
 - a. Please note this is a NON-SMOKING building, including vaping and e-cigarettes
 - b. Fire Precautions: The assembly point is the large green opposite. The Emergency Exits around the venue must remain unlocked while the venue is in use. There are Fire exits signs above both internal and external doors, which are illuminated if the mains power should fail. The fire exit doors in the main hall should be kept clear at all times.
 - c. Burning of candles, incense or any naked flame of any type is not permitted
 - d. Fire Extinguishers are located throughout the venue.
 - e. Fire alarm buttons are by each fire exit.
 - f. There is a First Aid box in the kitchen. **Note** - the accident/incident report form is located by the first aid box in the kitchen. Completed forms need to be returned to the Lettings Team at the address on the bottom of the hire form.
7. Security:
 - a. Hirers' must safeguard the well- being of their customers/clients by conducting any relevant security checks.
 - b. The CCTV is used only for security purposes.
 - c. The Venue is subject to spot checks at any time by either Facilities Maintenance Team or Provide SESS LTD (or such other contractor as appointed by the Council to provide security services)
 - d. On departure ensure all windows and exits are secure and alarm set where required.
8. Kitchen:
 - a. If you are cooking in the Venue please provide a copy of the Chartered Institute of Environmental Health Level 2 Award Food Safety in Catering Course. Please provide a copy at the time of booking.
 - b. A documented food safety management system based on the principles of Hazard Analysis Critical Control Point (HACCP). Simple food operations like tea making or simple food slicing do not require HACCP.
 - c. No food to be stored in the fridge without prior arrangement with the lettings team.
 - d. Wipe all kitchen surfaces.

9. Please note that key holding facilities for private functions will consist of opening at the stated time, and returning at the closing time to supervise the vacation of the venue. Failure to adhere to the times stated will result in the loss of your Deposit.
10. The Venue should be left in the condition in which it was found, e.g. the toilets and kitchen should be left clean and tidy. Failure to leave the building clean and tidy will result in the loss of your Deposit.
11. If, in the opinion of the Lettings Team, infringements of the Terms & Conditions of hire and lettings policy have taken place, return of the Hirers Deposit may be withheld and future hire of the venue will be at the absolute discretion of the Lettings Team.
12. Where required we may ask for evidence that staff/volunteers running your sessions have been subject to a valid Disclosure and Barring Services check.
13. All equipment or belongings brought on to, or left on site is done so at the risk of the Hirer.

CONTRACT FOR THE HIRE OF ACCOMMODATION AND EQUIPMENT AT SOUTHCOTE COMMUNITY HUB

| For Office Use Only | |
|--------------------------------|--|
| Unique booking reference | |
| Deposit payment date..... | |
| Date to be invoiced..... | |
| Insurance received..... | |
| Deposit refunded..... | |

NAME OF HIRER:

Important Note: If the hire is required on behalf of a club/organisation, then the name of the hirer should be the name of the club/organization

AUTHORISED SIGNATORY NAME

Important Note: If hiring is required on behalf of a club, the authorised signatory must be a named officer of the club who shall be personally liable to Reading Borough Council for all debts that arise under this Agreement.

ADDRESS OF HIRER:

.....

.....

Postcode Phone No Mobile.....

Email address

Billing details (if different from above)

Name

Address

.....

.....

Postcode Phone No Mobile.....

Email address

Please specify all the rooms and equipment that you require below, access will be to these rooms only

.....

Event Date

For the specific purpose of.....

Hire Period:

From To(am/pm)

Note - the times inserted above must include set up and clear away time

I hereby agree to the Terms and Conditions of Hire in this Agreement which incorporate the Letting Policy and require payment of the Hire Fee and Deposit and other charges. I confirm I am 21 years or over.

Authorised Signature Date

The signed Booking Form which shall incorporate the Terms and Conditions of Hire and Letting Policy should be returned within 7 days of receipt to:

The Lettings Team, Reading Borough Council, Civic Offices, Bridge Street, Reading RG1 2LU