

# TERMS AND CONDITIONS FOR THE HIRE OF BEECH HURST

## 1. Application for hiring

All applications for the hire of a room (hereinafter called "the hired premises") in the Council Offices Test Valley Borough Council (hereinafter called "the Rooms") for either one or more engagements must be in writing on the form attached and forwarded on completion to the Head of Property and Asset Management by whom this application form is signed, shall be considered the Hirer. Where a promoting organisation is named in the application for hire that Organisation shall be considered the Hirer and shall be jointly and severally liable thereon with the person who signs the form.

## 2. Right of Entry and Cancellation

- (a) The Council reserves to its Officers and all other persons authorised by it at all times a right of entry to the Rooms and a right to refuse admission to or to remove from the Rooms any person without stating any reason therefore.
- (b) The Head of Property and Asset Management reserves the right at any time to cancel any booking if the venue you have booked is required for:
  - the holding of any meeting of the Council or any Committee or Sub-committee thereof and no other premises for the Council are conveniently available for the purpose, or
  - for any purpose in connection with any parliamentary, County Council or District Council election, or
  - where such cancellation is due to circumstances beyond the control of the Council
  - In the case of an emergency or major incident the Council may need to ask the "Hirer" to evacuate immediately or to cancel a let at short notice

## 3. Regular Hiring

- (a) Hirers may, at the discretion of the Head of Property and Asset Management, hire the Rooms up to the 31st December of the year following the year in which the application is made and the cost of hiring shall be based on the fees in force at the time of the event.
- (b) With the exception of Regular Hirers, if any provisional booking has not been confirmed, by the means of the return of the completed application forms together with the cost of hiring, within ten days of any provisional application, the booking will be cancelled.
- (c) With the exception of Regular Hirers you may only book the hired premises up to one year in advance.

## 4. Indemnity and Damage

- (a) The Hirer shall take good care of and shall not cause any damage to be done to the Rooms or to any part or parts thereof or to any fittings, equipment or other property therein and shall make good and pay for any damage thereto (including accidental damage) caused by any act of neglect by the Hirer and attendees during the booking.
- (b) Under no circumstances will the Council make good or accept responsibility of liability in respect of damage or theft or loss of any property, goods, articles or things whatsoever placed deposited brought into or left in the Rooms either by the Hirer or by any other person or left deposited with any Officer of the Council.

- (c) The Council shall not be liable for any loss due to anything which may cause the Rooms to be temporarily closed or that the hiring to be interrupted or cancelled.
- (d) The Councils employees may remove or store any property left by the Hirer or any other person in or upon any part of the Rooms after the expiration of the times provided for the use of the Room. The Hirer shall pay to the Council on demand the cost of such removal and storage. The Council and its Officers shall not in any circumstances be held responsible for damage to or the theft of or removal of any such property by or during such removal or storage and the Hirer shall indemnify the Council against all such claims demands actions proceedings and cost in respect of any such damage theft or removal.

## **5. Furnishing and Equipment**

- (a) No bolt, nail or any other fastening may be driven into or attached to the walls or woodwork of the Hall. No fittings or furnishing in the Rooms may be altered or interfered with in any way without the consent of the Premises Assistant on behalf of the Council and all furnishings not provided by the Council must be provided at the expense of the Hirer. At the end of the event the Rooms must be left in a clean and orderly state, and any property that has been brought into the Rooms must be cleared away and removed.
- (b) Sticky tape must not be used to affix signs to walls, doors etc.

## **6. Insurance**

The Hirer shall be liable for and shall indemnify the Council in respect of any loss or damage or injury which may be incurred by or be done or happen to the Hirer or any person or persons resorting to the Rooms by reason of the use of the hired premises by the Hirer.

The Council would expect a company or organisation hiring the premises to have in force Public Liability Insurance with a limit of indemnity of £5,000,000 and by signing this document the Hirer agrees to these terms and conditions.

## **7. Health and Safety Precautions**

- a) Smoking is prohibited.
- b) First Aid – It is the responsibility of the Hirer to assess the need for a first aid box and a nominated person to administer/oversee any first aid requirements during their booking period, and if required to supply suitable equipment and personnel.
- c) Fire Evacuation – It is the responsibility of the Hirer to ensure that the people attending their event are aware of the fire evacuation routes and assembly points, and can account for all people evacuated.
- d) The Hirer will be responsible for ensuring that the maximum number of people per room is NOT exceeded in accordance with the Health & Safety Policy and Fire Regulations.

## **8. Copyright**

- a) No copyright work (other than copyright music, the performing rights of which are vested in the Performing Right Society Limited) shall be performed without the licence of the owner

of the copyright and the Hirer shall produce such licence to the Council before the commencement of the function to which the licence relates.

- b) Where copyright music, the performing rights of which are vested in the Performing Right Society Limited is performed in the Rooms during the hiring the Hirer will be furnished with the programme return forms and shall within 24 hours of the expiration of each function complete and deliver the same to the Premises Manager.
- c) Provided that if the Hirer shall fail to produce the licences no less than seven days as specified above, then the Council may cancel any other engagements that the Hirer may at any time have made without incurring any liability to the Hirer whatsoever other than for the return of any fee paid to the Council therefore less an amount equal to fifty per cent of the total fee which would otherwise have been paid in respect of such cancelled engagements.
- d) The Hirer shall indemnify the Council against any infringement of copyright which may occur during the hiring.

## **9. Licences**

- a) The Hirer shall obtain and pay for all licences or permissions which may be required in connection with any entertainment which shall take place in the Rooms.
- b) The Hirer shall notify the Council before applying for licences necessary in pursuance of the period of hire.
- c) The Hirer shall comply in all respects with the conditions endorsed on the Council's Public Entertainment's Licence a copy of which will be provided by the Council on request.

## **10. Counter-Terrorism and Security ACT 2015 SECTION 26(1)**

No activity which may be construed as drawing people into terrorism is permitted to take place at this venue. Should any allegation be received, or if the Council has reason to suspect non-compliance, the Council will investigate and may decide to cancel or modify the function(s), to ensure compliance with the law.

## **11. Sub-Letting**

The Hirer shall not sub-let the Hired premises or any part thereof. Should he do so or attempt to do so the hiring will stand cancelled and the charges paid forfeited and the Hirer and Sub-hirer excluded from the accommodation.

## **12. Fly Posters**

The Hirer shall not advertise nor permit advertisement of the event by way of "Fly Posters" or other signs in contravention of the Highway Act 1980 Section 130 or Roads Act 1993 Part 6 Section 71.

## **13. Data Protection-Privacy Statement**

Test Valley Borough Council will only process your information where it is lawful to do so and in accordance with the EU General Data Protection Regulation (GDPR) and the Data Protection Act 2018. The lawful basis for processing your information as contained in your booking form is that it is necessary for the performance of our booking contract with you.

The categories of information the Council will process comprises all of the information on your booking form. If you do not provide this information we may be unable to process your booking.

The information the Council holds about you will not be shared with third parties without your express consent or unless it is lawful for us to do so.

The personal information shall be stored for six years after your booking. You have a legal right to request from the Council access to and rectification or erasure of personal data or restriction of processing about you. You also have the right to portability of your data. The Council will only process your information for the purposes for which the information is collected. The Council will not transfer your personal information outside of the European Economic Area (EEA).

Test Valley Borough Council is the Data Controller for the purposes of data protection legislation. The Data Protection Officer is Mrs Karen Dunn. In the event that you wish to complain or contact the Council regarding any aspects of how your information is handled please direct your complaints or queries to: The Data Protection Officer by email at [DPO@testvalley.gov.uk](mailto:DPO@testvalley.gov.uk), or by post at Beech Hurst, Weyhill Road, Andover, Hampshire, SP10 3AJ. You also have the right to complain to the Information Commissioner <https://ico.org.uk/>

#### **14. Public Health and Prevention of Infection**

The Hirer shall be responsible for ensuring that all necessary measures are put in place to comply with any legislation or government guidelines (including in particular guidelines issued by Public Health England) to prevent or reduce the possibility of infections being spread. Such measures shall include maintaining any legal or recommended restrictions on social distancing between persons present inside or outside the premises for the purposes of the event for which the premises have been hired.

Any maximum capacities referred to in the conditions shall not be deemed to waive this requirement, and the Hirer shall ensure that the number of persons present in the premises shall be reduced sufficiently to comply with the above requirement.

#### **15. Safeguarding Children and Vulnerable Adults**

Any Hirer who is providing activities for children/ vulnerable people must sign the booking form to declare that they are aware of child protection procedures or have their own safeguarding policy in place.

#### **16. Personal Emergency Evacuation Plan (PEEP)**

To comply with Fire Safety Regulations a Personal Emergency Evacuation Plan (PEEP) must be provided by Hirer for each disabled person. For the purpose of the regulation a disabled person is defined as someone who is unable to evacuate the building without assistance. A booking cannot proceed until receipt of a satisfactory PEEP has been confirmed by Test Valley Borough Council.

### **MAINTENANCE OF ORDER**

- (a) The Hirer shall be responsible for the maintenance of order and good behaviour at the Conference Rooms.
- (b) No form of amplifying and/or relaying of social functions is allowed.
- (c) Hours - The Conference Rooms having been engaged for a specific time, no extensions of hours can be granted by the Premises Assistant.
- (d) The Hirer at the expiration of the period of hiring shall leave the premises in a clean and orderly state and the Hirer shall reimburse the Council in respect of the cost of cleaning the rooms which cost has been incurred as a result of the Hirers breach of this condition.

### **Maximum Number of Persons**

Maximum number of persons permitted to use the Rooms:

Conference Room 1 – 60 persons (various layouts depending on numbers)

Conference Room 2 – 20 persons (board room only)

Conference Room 5 – 12 persons (board room only)

Interview Room – 5 persons

## **PROPERTY AND ASSET MANAGEMENT SERVICE FEES AND CHARGES 2022/23**

### **Concessionary Rates**

No concessionary rates for Saturdays and Sundays.

Concessionary rates of hire will be charged to organisations for bookings falling within the following guidelines and the Head of Property and Asset Management and Corporate Director exercise discretion where any doubts arise as to whether or not the applicant falls within the guidelines:-

- for individuals or organisations holding a charitable status, based in Test Valley, who Hire the Rooms for a purpose which benefits the community at large, the organisation is bona fide, and only pays honoraria to its officers.
- The Head of Property and Asset Management is authorised to decide into which category, i.e. commercial, private or concessionary, an application falls.

### **Private Rates**

Private rates apply to Hirers that are making Room bookings that do not generate income e.g. meetings, private parties, private functions and birthday parties. This list is not exhaustive.

### **Commercial Rates**

Commercial rates apply to Hirers that are making Room bookings that do not generate income e.g. events that sells tickets, clubs that charge people to attend and auctions. This list is not exhaustive.

## **Charges/ Refunds**

- (a) A refund of 75% of the hire charge will be made only if the Hirer gives 3 months' notice of cancellation and where the Hirer gives less than 3 months' notice a refund of 75% will only be made if the room is re-let for the cancelled period. Only in exceptional circumstances will the Head of Property and Asset Management approve a full refund of all charges paid.
- (b) The Hirer shall pay to the Council one half of any sums received from any person or persons in consideration of the Hirers permitting them to film any activity or thing in the Rooms during the period of hiring.

## **Deposit**

- (a) We are authorised to request a £300 deposit from Hirers, including those granted a Mayors Free Let, for any events where food/drink is consumed (this excludes bookings with light refreshments e.g. tea, coffee and biscuits) the deposit will then be refunded, provided no damage/soiling of the premises has occurred. In instances where this has taken place the amount can be used to pay for damage/additional cleaning works.
- (b) Deposit for Regular Hirers: if the Regular Hirer wishes to make regular bookings of Council premises where food/drink is consumed, a retaining deposit of £300 may be paid in advance for any damage/cleaning that may occur after an event held by the Hirer until further notice. Test Valley Borough Council can continue to hold such deposit until notification by the Hirer that they wish to stop serving food and drink. The deposit will then be refundable, provided no damage/soiling of the premises has occurred. Where the deposit has been refunded, no food/drink may be served at future events unless a further deposit is paid.

## **Hospitality**

Menu and costs for refreshments can be provided upon request.

**FEES AND CHARGES 2023/24**

| <b>Conference Room 1</b>          | <b>Private Hire</b> |                   | <b>Commercial Hire</b> |                   | <b>Concessionary Hire</b> |                   |
|-----------------------------------|---------------------|-------------------|------------------------|-------------------|---------------------------|-------------------|
| Sessions                          | Monday - Friday     | Saturday & Sunday | Monday - Friday        | Saturday & Sunday | Monday - Friday           | Saturday & Sunday |
| Daily 09.00 - 23.00               | 266.15              | 559.35            | 400.60                 | 685.40            | 185.85                    | N/A               |
| Morning 09.00 - 13.00             | 132.15              | 266.05            | 164.35                 | 325.30            | 93.70                     | N/A               |
| Afternoon 13.00-17.00             | 132.15              | 266.05            | 164.35                 | 325.30            | 93.70                     | N/A               |
| Evening 18.00 - 23.00             | 164.85              | 332.35            | 204.95                 | 406.35            | 117.05                    | N/A               |
| <b>Conference Rooms 2 &amp; 5</b> | <b>Private Hire</b> |                   | <b>Commercial Hire</b> |                   | <b>Concessionary Hire</b> |                   |
| Sessions                          | Monday - Friday     | Saturday & Sunday | Monday - Friday        | Saturday & Sunday | Monday - Friday           | Saturday & Sunday |
| Daily 09.00 - 23.00               | 181.50              | 266.10            | 241.80                 | 404.10            | 111.90                    | N/A               |
| Morning 09.00 - 13.00             | 94.75               | 153.65            | 127.50                 | 203.35            | 61.15                     | N/A               |
| Afternoon 13.00-17.00             | 94.75               | 153.65            | 127.50                 | 203.35            | 61.15                     | N/A               |
| Evening 18.00 - 23.00             | 118.20              | 192.15            | 159.40                 | 253.25            | 76.45                     | N/A               |
| <b>Interview Room</b>             | <b>Private Hire</b> |                   | <b>Commercial Hire</b> |                   | <b>Concessionary Hire</b> |                   |
| Sessions                          | Monday - Friday     | Saturday & Sunday | Monday - Friday        | Saturday & Sunday | Monday - Friday           | Saturday & Sunday |
| Daily 09.00 - 23.00               | 86.30               | 152.60            | 132.15                 | 232.80            | 68.55                     | N/A               |
| Morning 09.00 - 13.00             | 34.00               | 51.25             | 60.20                  | 99.10             | 26.25                     | N/A               |
| Afternoon 13.00-17.00             | 34.00               | 51.25             | 60.20                  | 99.10             | 26.25                     | N/A               |
| Evening 18.00 - 23.00             | 41.75               | 81.90             | 86.30                  | 138.10            | 34.00                     | N/A               |

Price quoted for rooms hire are excluding VAT this will be added at the standard rate.

**APPLICATION FOR THE HIRE OF BEECH HURST****To: Property and Asset Management Admin Team**

Test Valley Borough Council

Beech Hurst

Weyhill Road

Andover SP10 3AJ

**Office tel: 01264 368307****Out of hours: 01264 368000**

This form should be completed and returned with the fee to the above address. Cheques should be made payable to Test Valley Borough Council. It is essential that Hirers should read the conditions of hire as no claims will be accepted on the basis that the Hirer was ignorant of these.

|  |   |   |  |
|--|---|---|--|
| Full Name:   |   |   |  |
| Address:   |   |   |  |
| Tel No:  |   | Email:  |  |
| <b>Conference Rm 1</b> <input type="checkbox"/>  | <b>Conference Rm 2</b> <input type="checkbox"/> | <b>Conference Rm 5</b> <input type="checkbox"/> | <b>Interview Room</b> <input type="checkbox"/> |
| Date:  | Start Time:                                     | End Time:                                       | Time to include set up and clear up            |
| Purpose / Type of function:  |   |   |  |
| 1) Will alcohol be consumed on the premises?*  |   | YES <input type="checkbox"/>                    | NO <input type="checkbox"/>                    |
| 2) If YES, will people bring their own alcohol or be making a monetary contribution?   |   | YES <input type="checkbox"/>                    | NO <input type="checkbox"/>                    |
| 3) Will the cost of alcohol be included in the cost of the ticket?   |   | YES <input type="checkbox"/>                    | NO <input type="checkbox"/>                    |
| 4) Will alcohol be sold at this event?   |   | YES <input type="checkbox"/>                    | NO <input type="checkbox"/>                    |
| 5) If you answered YES to question 3 or 4 confirm that you have applied for a Temporary Event Notice (TEN's) alcohol licence   |   | YES <input type="checkbox"/>                    | NO <input type="checkbox"/>                    |
| 6) Will food be consumed on the premises?*   |   | YES <input type="checkbox"/>                    | NO <input type="checkbox"/>                    |
| <i>*If you answered YES to question 1 or 6 a £300.00 deposit will be required upon payment</i>   |   |   |  |
| Number of people attending:  |   |   |  |
| Number of disabled people attending (a PEEP is required for each disabled person):   |   |   |  |
| Do you have children/ vulnerable adults attending?   |   |   |  |
| Layout required for function:  |   |   |  |
| Board room <input type="checkbox"/> Theatre <input type="checkbox"/> Café style <input type="checkbox"/> Classroom <input type="checkbox"/> Horseshoe with tables <input type="checkbox"/> |   |   |  |
| Horseshoe w/out tables <input type="checkbox"/> Herring Bone <input type="checkbox"/> Empty <input type="checkbox"/> Custom (Please attach drawing) <input type="checkbox"/>               |   |   |  |



|   |
|---|
| Equipment required for function (charged at £51.30 + VAT per session private & commercial only):<br>Flip chart <input type="checkbox"/> Projector <input type="checkbox"/> Screen <input type="checkbox"/> Laptop <input type="checkbox"/> Lapelled microphone <input type="checkbox"/> Hand held microphone <input type="checkbox"/><br>Delete as applicable the function will involve the use of: *live music/recorded music / karaoke / video / film |
|---|

|                         |   |
|-------------------------|---|
| Fees                    |   |
| Hire fee                | £ |
| Deposit (if applicable) | £ |
| Audio equipment         | £ |
| Balance                 | £ |

|   |                              |
|---|------------------------------|
| <b>I confirm that I have read and understood the conditions of hire</b> | Yes <input type="checkbox"/> |
|---|------------------------------|

This hiring is on behalf of (name of organisation).....  
 whose authority I have to bind them by signing this application form on their behalf. I hereby agree to observe and perform all the conditions of hire, a copy of which is attached to this application form.

Charity number.....

|       |            |
|-------|------------|
| Date: | Signature: |
|-------|------------|

|  |  |  |
|--|--|--|
| Property and Asset Management Admin Team to complete |  |  |
| Booking Number                                       |  |  |
| Receipt number                                       |  |  |
| Deposit received                                     |  |  |
| Risk Assessment                                      |  |  |
| Public Liability Insurance                           |  |  |
| Licence  |  |  |
| PEEP   |  |  |
| Other  |  |  |
| Date   |  |  |
| Officer  |  |  |

## APPENDIX BOOKING FORM FOR THE HIRE OF BEECH HURST, ANDOVER

(this form is to be completed when two or more bookings are made)

**FULL NAME**.....

**FULL ADDRESS**.....

.....

**Date**..... **From (time)**..... **Until** ..... **Cost £**.....

**Date**..... **From (time)**..... **Until** ..... **Cost £**.....

**Date**..... **From (time)**..... **Until** ..... **Cost £**.....

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**Date**..... **From (time)**..... **Until** ..... **Cost £**.....

**Date**..... **From (time)**..... **Until** ..... **Cost £**.....

**TOTAL AMOUNT: £**.....

**RECEIPT NO:** .....

## **Visitor Safety Information Test Valley Borough Council Beech Hurst**

Test Valley Borough Council is committed to providing a safe environment for its staff, customers and visitors who enter its premises.

### **Please observe the following:**

- Wear your pass where it can be seen and return it to reception or your host as you leave.
- Please do not smoke whilst on these premises.
- If you have an accident, full details must be given to your host as soon as possible. Should you require first aid, your host will summon a trained first aider to assist you.
- You will be advised by your host where the nearest toilet facilities are.
- Visitors are welcome to use the restaurant, which is located on the lower ground floor.

### **Fire Instructions – Do not take personal risks**

You host will advise you of the emergency procedures for the premises. Please note that the fire bells are tested every Monday at 10 a.m. by a short ringing.

### **If the bell continues to sound:**

- Accompany your host to the front of the building and remain there with them.
- Do not use the lifts.
- Do not stop to gather personal items or re-enter the building until instructed to do so.

### **If you discover a fire:**

- Immediately operate the nearest Fire Alarm and leave the building. Go to the assembly point at the front of the building.

### **Contractors Only**

Contractors must comply with the Health and Safety rules and regulations whilst working on Test Valley Borough Council premises.

If your work is of a hazardous nature e.g. use of flame, welding, cutting or soldering equipment, you must inform the Maintenance Manager in order that the necessary safety arrangements can be made and fire zone isolations carried out if necessary.

***If there is someone that requires assistance in evacuating the venue, the Hirer must provide a Personal Emergency Evacuation Plan (PEEP) for each person before booking the venue. They must inform the Premises Assistant of their evacuation procedure at the start of the meeting/event.***

*Maximum occupancy regulations for this venue must be adhered to.*

**BEECH HURST PREMISES ASSISTANT TEL: 07802 393316  
BEECH HURST PREMISES MANAGER TEL: 01264 368713  
PROPERTY & ASSET MANAGEMENT TEL: 01264 368307  
OUT OF HOURS EMERGENCY TEL: 01264 368000**