



Community Buildings Committee Meeting

Date: 1st February 2024

Number: CB040b

To consider the proposed changes to the Terms & Conditions for hiring each hall

1. Introduction

In light of various reasons, the terms and conditions for hire of both the Queen's Hall and Cuckfield Village Hall have been updated. The details of these changes are summarised below.

2. Proposed Changes

The following changes have been proposed to the hire terms and conditions:

- Item 5 Hire of Bouncy Castles

In 2023 a hirer used the Village Hall and had a bouncy castle. They experienced several power cuts, most likely due to running the bouncy castle. As a result, they requested a refund of their hall hire fees. Before agreeing to this, I had the Hall checked and no issues could be found with the power supply; also, we had never received a complaint like this before.

The hirer did not provide us with the details of the company they'd used so we could talk to them directly, but during our investigations we established that reputable bouncy hire companies will have a 'tag' number, which will enable a check to be completed to see when the equipment was last inspected. The following wording has been inserted:

HIRE OF BOUNCY CASTLES – The hire of bouncy castles is permitted in both our halls. Please ensure you use a reputable service provider who can provide you with their Public Liability Insurance and the 'Tag' number of either the company or the inflatable itself. This allows us/you to check on <https://www.pipa.org.uk/> to find out when the last annually-required inspection occurred and what the findings were.

This should ensure that only reputable companies are used in future, minimising the risks to the hall and any disappointment that may be caused as a result of dysfunctional equipment being used. This will also reduce the risk of reputational damage to the Parish Council.

- Item 31 Long Term Regular Hirers Bookings

It has become apparent over the past year or two that some regular hirers repeatedly require chasing for payment of their invoice. Furthermore, some regular hirers will change their bookings with little if any notice, and will even at times notify after their booking time that they did not use the hall, and generally expect a credit to be issued for these. Therefore, in order to encourage prompt payment and to set expectations regarding the hire of the rooms at the halls, the following additions are proposed:

If monthly payments are not paid on time i.e. within 14 days of the date of the invoice, the long term hirer discount of 10% will be withdrawn in the event of late payment being received more than 3 times within a calendar year.

The following clarification of the notice period for changes to long term hire charges has been added:

Any changes to hire charges will be notified via email and come into effect after giving a minimum of 6 weeks' notice.

Finally, the following clarification has been provided regarding last minute class cancellation:

One week's notice is required for cancellation of a weekly class/activity. Cancellation on the day or retrospectively will be charged.

- 34 Counter Terrorism and Security Act
After the bombing of the Manchester Arena, changes to the counter-terrorism act have resulted the following being added to our T&Cs:

Section 26 of the Counter-Terrorism and Security Act 2015 places a duty on certain bodies (including the local authority), in the exercise of their functions, to have "due regard to the need to prevent people from being drawn into terrorism". This is known as the Prevent Duty. In complying with the Prevent Duty, there is an expectation that local authorities ensure that publicly-owned venues and resources do not provide a platform for extremists and are not used to disseminate extremist views.

Therefore, the hirer is not to use local authority resources to espouse violent and/or non-violent extremist views. Wi-Fi provided by the Parish Council has a Firewall

The Government have defined extremism as "vocal or active opposition to our fundamental values, including democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs. We also include in our definition of extremism calls for the death of members of our armed forces".

- Safeguarding Policy
We have added the following to our T&Cs:

Please refer to our website <https://www.cuckfield.gov.uk/administration/policies> for full details.

- Accessibility Guide
The following wording has been added to demonstrate accessibility within both halls:

All areas of both halls are fully accessible.

*At the **Queen's Hall** the main entrance has level access to the Main Hall, Bar Area, Kitchen and accessible toilet.*

There is a lift suitable for wheelchairs for access to the Council Chamber upstairs (also to the Research Room and Museum).

A light will flash in the accessible toilets when the fire alarm goes off.

There is a hearing loop in the Main Hall.

An evacuation chair is situated on the top landing upstairs for use in emergencies.

*At **Cuckfield Village Hall** all areas are on one level – access to South and North Hall, kitchen and accessible toilet.*

A light will flash in the accessible toilet when the fire alarm goes off.

3. Recommendation

It is recommended that all of the proposed amendments are accepted and adopted.

Name: Sam Heynes
Title Clerk
Date: 30th January 2024

International World Animal Day Flag

