

TROWELL PARISH HALL TERMS AND CONDITIONS OF HIRE

These Terms and Conditions of Hire apply to all bookings of the Parish Hall. The Parish Hall comprises of a Main Hall, kitchen, and lounge and 3 separate meeting rooms, all supported by kitchen/kitchenette or drink making facilities and toilet facilities.

If the Hirer is in any doubt as to the meaning of any of the following terms and condition of Hire, please contact the Clerk on 0115 9989774 or email hallmanager@trowell.org.uk / clerk@trowell.org.uk

Definitions

“Premises” shall hereafter include the main hall and/or the meeting rooms, the kitchen/kitchenette, bar area, the toilets, and the foyer.

“Hirer” shall mean an individual or, where the Hirer is an organisation, the authorised representative of the organisation.

“Hire Fee” shall be the total fee for Hire of the Premises and any additional fee for Hire of equipment or services based on the Schedule of Fees and Charges in operation at the time of the confirmation of booking or as agreed with the Clerk.

“Returnable Bond” shall be the amount set at the discretion of the Clerk at the time of confirmation.

Bookings

A Hirer must be aged 21 years or over. Any person making a booking on behalf of someone younger than 21 years old must be aware of the responsibilities for which they will be liable as Hirer.

Bookings (subject to availability) will only be confirmed on receipt of the following by the Clerk:

- A signed copy of the Hirer Application Form
- Full Payment of Hirer fee and Returnable bond. This is required within seven days of making the booking.

Returnable Bond

The returnable bond amount will be set at the discretion of the Clerk.

This will be determined by

Type of event

Number of attendees

Entertainment

The bond will be refunded to the Hirer, once the Premises have been inspected by a council representative and it is deemed that:

- No damage or loss has been caused to the Premises or its fixtures, fittings, and equipment.
- The Premises have been left in a clean and tidy condition

- No further expense will be incurred by the Parish Council as a direct result of this booking.

Inspections are carried out after every event, for the safety of the representative these will not be carried out while a hirer is on the premises. A full report of each inspection is recorded with the Clerk and all damage is recorded with time dated photos. Where an inspection identifies that, as a direct result of the booking, damage or loss has been caused, by whatever means, and/or additional clearance, cleaning, or expense is necessitated, the Bond will be forfeited. The full cost of any resultant repairs, replacements, maintenance, clearance and /or cleaning will be deducted from the Bond, if sufficient, and any remaining balance returned to the Hirer. Should the Bond be insufficient to cover the full additional costs above, the Parish Council will invoice the Hirer for the balance due. The Clerk will notify a hirer during office hours if any issues are reported and will report the matter to Trowell Parish Council Members. Where a full procedure will be followed to obtain reports/evidence for members to decide the course of action required.

Hirer's Responsibilities

1. Supervision

The Hirer shall, during the period of Hire, be responsible for:

- Supervision of the Premises and equipment.
- Equipment that the hirer or entertainment wishes to bring into the premises must be discussed and approved by the clerk.
- When setting up of the hall is carried out all items must be lifted into place, as dragging may damage the floor.
- Care of the Premises fabric and contents – Decorations are only to be attached to walls etc with blue tack or the hooks around the building.
- Ensuring safety from damage however slight or change of any sort.
- The ovens are charged by the hour for the duration of the booked time. **Nothing is to be placed on top of the ovens at any time.**
- Control of access to the Premises, do not use fire exits only main entrance/exit.
- Proper supervision of vehicular access/egress and car parking arrangements.
- The behaviour of all persons using the Premises (abusive, aggressive and/or violent behaviour will not be tolerated).
- The health and safety of all persons using the Premises and its associated equipment and facilities.
- Minors under the age of 18 must be always accompanied and supervised by a responsible adult.
- **All lettings to finish by agreed time.** Hirer needs to make sure that all people are out of the Premises and off the grounds by the end of the booked time. The hirer will be charged for all time after the booked time.
- Hirers are responsible not to cause annoyance or inconvenience to the occupiers of adjoining rooms and neighbouring properties bordering the hall grounds.
- No bubble machines or a similar or Smoke machines are permitted in the building.

The maximum capacity of the Premises which shall not be exceeded is:

- 230 people standing in Main Hall, kitchen, and lounge.
- 60 people per Meeting room.

2. Use of Premises

The Hirer shall not use the Premises for any purpose other than that described in the Application to Hire form as signed by the Hirer. The Hirer shall not sub-let or allow the Premises to be used for any unlawful purpose or in any unlawful way, not do anything on the Premises which may endanger or render any insurance cover in respect of the Premises or its use invalid. The Hirer will not allow the consumption of alcohol thereon without permission and, where necessary, appropriate licencing.

THE HIRER SHALL ONLY USE THE FURNITURE PROVIDED BY THE HALL UNLESS SPECIAL EQUIPMENT IS REQUIRED AND THIS HAS BEEN AUTHORISED BY THE CLERK.

3. Bouncy Castles.

Hazardous activities such as Bouncy Castles are excluded from Trowell Parish Council's insurance policy. Hirers must obtain their own insurance cover and provide the Clerk with a copy of the certificate.

4. Hirer's Equipment and Property

The Parish Hall accepts no responsibility for any equipment or other property brought on to or left at the Premises, and all liability for loss and/or damage is hereby excluded. All equipment and other property must be removed at the end of each hiring. The Parish Council may, at its discretion, agree to the storing of the Hirer's equipment and/or property.

5. No Alterations

No Alterations or additions may be made to the Premises, nor may any fixtures be installed, or placards, decorations or other articles be attached in any way to any part of the Premises without prior approval of the Clerk or their representatives. Any alterations, fixtures or fittings or attachment so approved shall, at the discretion of the Parish Council remain in the Premises at the end of the hiring and become the property of the Parish Hall or be removed by the Hirer who must make good to the satisfaction of the Council any damage, however slight, caused to the Premises by such removal.

6. Heating

The Premises shall be adequately heated during the months of October through to April unless adverse weather conditions occur. The Hirer is not permitted to tamper with any aspect of the heating system and if required should seek assistance from the Parish Clerk/Caretaker to discuss and implement their requirements. In usual circumstances, there will not be any heating on in the Premises during the months of May through to September.

7. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public (whether invitees or otherwise) to the Clerk as soon as possible. The Clerk will give assistance in completing the report in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

The Parish Council shall in no way be liable for any injury to persons or damage to or loss of property belonging to the hirers or persons using the Hall (whether this is caused by the negligence of the Parish Council or its staff or whether occasioned inside or outside the Hall).

8. Explosives and flammable substances

The Hirer shall ensure that:

Highly flammable substances are not brought into or used in any part of the Premises and that no internal decorations of a combustible nature shall be erected without the consent of the Council. No decorations are to be put up near light fittings or heaters. No table candles (except battery operated) to be used, although we accept the use of cake candles. No naked flames to be used within the building.

9. Means of escape – Fire Exits

All means of exit from the Premises must be kept free from obstruction and immediately available for instant free public exit. All internal Fire doors must remain closed – never propped open.

Trowell Parish Hall is a disabled an assisted building and the hirer is responsible for assisting any disabled persons from the building in the event of a fire.

10. Licencing (Alcohol and Music)

The Parish Hall holds a Premises Licence for the provision of certain regulated entertainment on the Premises.

The Parish Hall holds a licence to allow alcohol to be consumed on the Premises. Prospective Hirers should discuss their requirements with the Clerk upon application. Hirers must have the permission of the Parish Council before making an application for a Temporary Events Notice (for the intention of selling alcohol).

The Parish Hall holds a PRS/PPL license. The Parish Hall is required to licence the Premises for the playing of live and/or recorded music with PRSPPL for Music based on the activities being undertaken.

11. Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is done on or in relation to the Premises in contravention of the law relating to gaming, betting, and lotteries.

12. Food Health and Hygiene

The Hirer shall, if preparing, serving, or selling food, ensure that he/she is aware of, observes and is compliant with all relevant Food Health and Hygiene Legislation and Regulations. Proof of certification is required for food sales on the Premises. **When keeping food warm no naked flame equipment is permitted in the building.**

13. Electrical Appliance Safety

No electrical appliances are to be brought into the hall without authorisation from the Clerk. Authorisation must be obtained at the time of booking.

If authorisation is given the following must be adhered to:

- The hirer is responsible for ensuring that the appliances meet safety standards and have correct paperwork.
- No electrical appliances to be left unsupervised when in operation.
- Plug sockets must not be overloaded.

- Hirers have a responsibility to ensure that all electrical appliances are shut off and where possible unplugged when leaving the hall.
- Trailing wires or cables are a trip hazard and should be covered but not with tape if on the main floor.

14. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the Fire Authority, Local Authority, and the Local Magistrates Court or otherwise, particularly regarding any event which includes public dancing or music or other similar public entertainment.

The Hirer shall be the Responsible Person with regards to fire safety and is required to familiarise him/herself with those responsibilities especially with regards to responding to a fire alarm and evacuating the building.

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Clerk.

The Hirer shall be on the Premises throughout the whole time. When open to the public the Hirer will be assisted by enough staff of competent attendants who shall be specially instructed by the Hirer as to their duties in the event of fire or another emergency.

When the Premises are being used for social occasions where admittance is not by invitation, the following must be complied with:

- Responsible person(s) to supervise the doors until finishing time.
- No admittance to be allowed after 10pm.
- No pass outs.
- Do not exceed capacity.

15. Film Shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright license for film.

16. Compliance with Legislation Designed for the Protection of Children

The Hirer shall ensure that any activities for children comply with all relevant legal provisions and that only fit and proper persons have access to children. (The Hirer will be expected to have made themselves aware of the liabilities under relevant legislation). Children are not permitted in the kitchen area. Disclosure and Barring Service (DBS) check numbers to be supplied as and when requested.

17. Compliance with the Health Legislation and Prohibition of Smoking in Public Places

SMOKING/VAPING IS NOT PERMITTED THROUGHOUT THE PREMISES

The Hirer shall ensure that all persons at the Premises during the period of Hire comply with prohibition of the smoking in public places provisions of relevant Health legislation and regulations made thereunder. Any person who breaches this provision shall be asked to leave the Premises. (The Hirer will be expected to have made themselves aware of the liabilities stated in relevant legislation). Smoking should only be at the front of the building where an ashtray is provided.

18. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be permitted.

19. Animals

The Hirer shall ensure that no animals (including birds) except working assistance dogs are brought into the Premises, other than for a special event agreed to by the Parish Clerk. In such circumstances, the event must be indemnified accordingly by the Hirer. No animals whatsoever are to enter the kitchen at any time.

20. Sale of Goods

The Hirer shall, if selling goods on the Premises, comply with relevant Trading legislation and any relevant Code of Practice used in regards of such sales. The Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and any discounts offered are based only on Manufacturer's recommended Retail Prices. (The Hirer will be expected to have made themselves aware of the liabilities stated in relevant legislation). The sale of alcohol by Hirer is prohibited at any time.

21. Floor

The hirer shall address any spillages or marks on the hall floor as soon as possible to prevent serious damage.

The hirer shall ensure that no use of any preparation or dressing of the hall floor is carried out, without prior approval of the Parish Council.

The hirer shall ensure that when the hall is being used for sport activities no one will play in outdoor shoes and only wear footwear with non-marking soles.

The use of sack trolleys or similar goods transportation aids are not allowed to be used on the hall floor. Or any equipment that has been on an outside surface. The Council Members have provided a sack trolley that can be use inside the hall only.

22. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that to avoid disturbing neighbours to the hall and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the Premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the Premises. No illegal drugs may be brought onto the Premises.

23. Noise

The Hirer shall ensure that the minimum level of noise is made on arrival, during the Hire period and departure, particularly late at the night and early in the morning. Hirers must respect the proximity of residents living near to the Premises and noise, especially music, emanating from the Premises during a period of Hire should be reduced to the minimum level suitable for the purpose of Hire.

At the end of Hire, especially late at night, the Hirer must ensure that users leave the Premises quickly and as quietly as possible particular attention should be paid to voices, loading vehicle doors and engine noise when outside the building.

24. The Right to Enter

The Hirer agrees that any Parish Hall representative has the right to enter any part of the premises at any time during Hiring.

The Parish Council reserve the right to refuse any application for hiring and to cancel existing bookings should they deem this necessary and shall not be called upon to state the reason for a refusal or cancellation.

25. End of Hire Period

The Hirer is responsible for leaving the Premises in the same condition it was handed over on arrival, otherwise the Parish Council shall be at liberty to make an additional charge. The Hirer is required to leave at the end of the booked time or be charged for additional time. This includes the carpark.

26. Cancellation

If the Hirer wishes to cancel a confirmed booking more than 14 days before the Hire date 50% of the Hire charge will be returned. If the Hirer wishes to cancel less than 14 days before the Hire date the full balance will be retained.

Regular Hirers wishing to cancel a booking must give 14 days' notice or will still be charged.

The Parish Council reserves the right to cancel any bookings by notice and full refund of any Hire Fee paid to the Hirer in the event of:

1. The Premises being required for use as a Polling Station.
2. The Parish Council reasonably considers that such hiring might lead to a breach of licencing conditions and /or these Terms & Conditions of Hire.
3. The Premises becoming unfit for use intended by the Hirer.
4. For any other reason deemed acceptable by the Parish Council.

27. No Right

The Agreement to Hire constitutes permission only to use the Premises and confers no tenancy or other right of occupation on the Hirer.

28. Payments of Hire Fees

Payment must be paid within 7 days of the invoice date. Payment can be made by bank transfer only. The hire only becomes confirmed once the payment is received and the paperwork is returned to the office.

29. CCTV

Trowell Parish Hall is covered by CCTV to support the provision of a safe and secure environment for those who own or might Hire, visit, or work at the Parish Hall and its immediate environment. The system is operated in accordance with a Protocol agreed with Trowell Parish Council.

30. Access Arrangements

Parish Clerk 07712660157

The Parish Hall will be opened by the Clerk or Caretaker who will meet the Hirer at the Premises at the time of Hire. If the Hirer fails to arrive or make any contact with the Clerk or Caretaker within 15 minutes of their allocated session, the Manager reserves the right to cancel Hire and Full Payment be due. The Clerk or Caretaker will open the Premises as necessary, explain any relevant emergency and/or reporting procedures and answer any questions the Hirer may have. Until the handover as been completed with the named hirer then no other members of the party will be permitted to enter the building.

The Clerk or Caretaker will generally return 15 minutes before the end of the period of Hire to ensure that the Premises are left in a suitable condition and that the period of Hire ends as scheduled. The Clerk or Caretaker will take responsibility for securing the Premises were reasonably possible. However, the Hirer should be aware that this is primarily their own responsibility and should allow adequate time within the period of Hire for this.