

KEYWORTH PARISH COUNCIL
STANDARD CONDITIONS OF HIRE FOR COUNCIL PREMISES

1. EXTENT OF THE CONDITIONS

These conditions of hire relate to all premises owned by Keyworth Parish Council, including the Village Hall, Village Hall Bar, Feignies Room and Centenary Lounge.

2. CORRESPONDENCE

All correspondence shall be addressed to the Bookings Clerk, Village Hall, Elm Avenue, Keyworth, Nottingham, NG12 5AN; telephone 0115 9372185; email bookings@keyworthparishcouncil.org.

3. THE HIRER

The hirer shall be the person named on, and a signatory to, the booking form, and shall be responsible for ensuring that the conditions of hire are fully complied with. In the event of non-compliance, the hirer and any organisation, company, partnership or any other body which he or she represents shall be jointly and severally liable. Persons under the age of eighteen years are not acceptable as hirers. A parent, guardian or carer over the age of eighteen years will be required to sign documentation relating to the hire of any part of the premises, and to accept legal responsibility for, and for the supervision of, any activity on the premises involving persons under eighteen years of age.

4. BOOKING PROCEDURES

No booking shall be regarded as being confirmed until a booking form has been completed, submitted to and accepted by the Bookings Clerk, and a deposit has been paid by the hirer if so required. No booking shall be accepted more than two years in advance. The hire of the premises constitutes permission only to use the premises and confers no tenancy or other right of occupation on the part of the hirer. The Parish Council reserves the right to refuse an application to hire its premises for any reason if it sees fit.

5. PERIOD/DATE OF HIRE

Throughout this document, period of hire refers not only to the times specified in the booking form, but also to any additional time resulting from the hirer's early arrival or late departure, and date of hire refers to the date on which the hirer wishes to make use of the premises (as opposed to the date of the booking). Parish Council premises are not available for hire on Christmas day, before 9.00am or after 11.45pm on weekdays or Saturdays, before 11.00am on Sundays or after 8.00pm on Sundays, **or at any time on Sundays for events open to the general public involving regulated entertainment** (see 18 below). (Clearing up after an event the previous evening can take place early on a Sunday morning provided this has been arranged in advance with the Bookings Clerk and provided the clearing up is completed by 10.30am at the latest).

6. HIRE CHARGES

Hire charges shall be payable in accordance with the Parish Council's published tariff, details of which can be obtained from the Council office or Council website (www.keyworthparishcouncil.org). The Parish Council normally reviews the tariff annually, the revised tariff being brought into effect on the 1st of April. Where a booking has been made for a date or dates after the date on which a revised tariff comes into effect, the revised tariff shall apply. The Parish Council does not undertake to inform hirers individually of any changes in tariff.

7. DEPOSITS

Unless otherwise agreed, a non-refundable deposit of 10% of the hire charge or £5.00 (whichever is the higher) shall be paid by the hirer on confirmation of a booking. The Parish Council may also require a supplementary deposit of up to £750 which shall be refunded in full after the date of hire provided the premises are left in a satisfactory condition.

8. ADDITIONAL CHARGES

Any other charges due from the hirer shall be invoiced by the Parish Council as soon as is practicable after the date of hire. Additional charges shall include costs due from the hirer for damage, breakages, additional hire time, additional cleaning time (where the hirer has left the premises in an unacceptable condition) or for any other item referred to in these conditions.

9. PAYMENT OF HIRE CHARGES

Unless otherwise agreed, all hire charges, excepting any deposit if paid sooner, shall be payable at least fourteen days in advance of the date of hire; if no deposit has been paid previously, 10% of the amount paid or £5 (whichever is the higher) shall constitute a non-refundable deposit. Where it has been agreed that hire charges may be paid subsequent to the date of hire, the charges shall be notified by invoice, and the hirer shall pay the full amount by the date stipulated on the invoice. Where payment is not received by the stipulated date, any concessions or discounts shall no longer apply, and any future bookings made by the hirer may be cancelled.

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10. METHODS OF PAYMENT

Payments for hire may be made :

- By cheque payable to Keyworth Parish Council and delivered to the address stated in (2) above.
- By cash **in person** at the Parish Council office (do **NOT** send cash by post). Where payment is made in cash, the hirer shall obtain and retain a receipt as proof of payment.
- By bank transfer - contact the Parish Council office for details.

The Parish Council is currently unable to accept payment by credit or debit card.

11. CANCELLATION OF BOOKING

Cancellation by Hirer

In the event of a cancellation by the hirer fourteen days or more prior to the event, all monies paid will be refunded, excepting any deposit paid in accordance with (7) or (9) above. In the event of a cancellation by the hirer at less than fourteen days' notice, any refund shall be at the discretion of the Parish Council.

Cancellation by Parish Council

The Parish Council reserves the right to cancel any booking at any time and for any reason although it is not envisaged that it would do so other than in exceptional circumstances or for reasons outlined elsewhere in these conditions. All bookings are accepted on the basis that the premises will continue to be in a physical state suitable to accommodate the hirer's function, and the Parish Council shall be under no liability whatsoever in respect of the unavailability of the premises due to fire, flood damage or destruction, or any other reason beyond its control. Any prior bookings are liable to be cancelled in the event of the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.

12. PURPOSE OF HIRE AND SUB-HIRING

The hirer shall not use the premises for any purposes other than those described in the booking form, and shall not sub-hire the premises to any other person or organisation. Bookings are accepted by the Parish Council on the basis of the information supplied by the hirer. In the event that any information given as to proposed use, number of persons attending or any other relevant factor is found to be incorrect, the Parish Council reserves the right to cancel the booking. In such cases, a refund of any charges paid shall be considered by the Parish Council on application by the hirer in writing.

13. MAXIMUM OCCUPANCY

The hirer shall not admit more than the following numbers of people to the relevant parts of the premises during the period of hire:

- 250 persons in the Village Hall or 200 when seating is provided.
- 25 in the Village Hall Bar or 15 if seating provided.
- 30 in the Feignies Room or 25 if seating provided.
- 75 in the Centenary Lounge or 55 if seating provided.

14. INDEMNITY AND INSURANCE

The hirer shall be liable for and indemnify the Parish Council against any liability, cost, claim or proceedings whatsoever arising under any statute or at Common Law in respect of any default or injury however or by whomsoever caused by or to any persons which shall occur while such person is in or on any part of the premises during the period of hire, or in respect of any loss or damage suffered or sustained by any person in consequence of any such default or injury, other than arising from the Parish Council's negligence. The Parish Council reserves the right to require any hirer to produce evidence that appropriate insurance has been arranged, and will be in force at all material times.

15. SUPERVISION/DUTY OF CARE

The hirer shall, during the period of hire, be responsible for:

- The fabric and contents of the premises, and their care and safety from damage, however slight;
- The behaviour of all persons admitted to the premises by the hirer, whatever their capacity;
- Any noise or disturbance caused by persons admitted to the premises by the hirer;
- Car parking arrangements which should in all cases avoid obstruction of the highway.

The hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents, and for loss of contents; the Parish Council may also make an additional charge for any expenses incurred in engaging the police or other personnel to preserve good order.

16. PERSONAL INJURY AND LOSS OR DAMAGE TO PROPERTY

The use of the premises and equipment, facilities and amenities, including car parking, is permitted solely at the hirer's

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own risk. The Parish Council shall not be liable for any injury to any hirer or anyone invited onto or admitted to the premises by the hirer, or for loss or damage to any property. Any property or effects on the premises belonging to the hirer shall be at the hirer's sole risk and, unless previously agreed by the Parish Council, if such equipment, property or effects are not removed at the end of the period of hire, an additional charge may be made.

17. RISK ASSESSMENT

Every hirer shall be responsible for carrying out a risk assessment prior to each and every use of the premises. The Parish Council may, at its discretion, require a copy of the risk assessment.

18. LICENSABLE ACTIVITIES

The Parish Council holds a premises licence for the sale of alcohol and the provision of regulated entertainment (plays, films, indoor sporting events, live and recorded music, performance of dance, and the facilities for music and dancing) on weekdays and Saturdays between 9.00am and 11.45pm; however, the hirer shall not engage in any of these activities during the period of hire without the Parish Council's knowledge and consent. **The Parish Council does not hold a premises licence for Sundays.**

19. ILLEGAL OR UNLAWFUL ACTIVITIES

The hirer shall not cause or permit the premises to be used for any unlawful or illegal activity; in the event of such activity, the Parish Council reserves the right to cancel the hire immediately, and any monies paid will be forfeited. The Parish Council will report evidence of illegal activities on the premises to the police and assist the police with their enquiries.

20. DANGEROUS SUBSTANCES/ARTICLES

No substances or articles of a combustible, explosive, dangerous, noxious or intoxicating nature shall be brought onto the premises without the consent of the Parish Council. No decorations shall be placed in close proximity to heaters or light fittings. Use of helium balloons and sky lanterns is not permitted on Council property.

21. SMOKING

As required by law, smoking is not permitted on any premises owned by the Parish Council, and the hirer shall be responsible for enforcing the law in this respect during the period of hire; any person in breach of this provision shall be asked to leave the premises immediately; the use of e-cigarettes (vaping) is also prohibited.

22. EMERGENCY PROCEDURES

An emergency evacuation plan and fire appliances/emergency exits fact sheet can be obtained from the Parish Council office or website; copies can also be found on notice boards throughout the premises. The hirer shall be responsible for ensuring that evacuation procedures can be carried out without delay in the event of an emergency.

23. RIGHT OF ENTRY

The Parish Council reserves the right for any authorised officer of the Parish Council, the police, fire & rescue service or any other statutory body to enter the premises at any time, and the right to require the hirer to refuse admission to or remove from the premises any disorderly person or persons.

24. ELECTRICAL SAFETY.

The hirer shall ensure that any electrical appliances brought onto the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with Electricity at Work Regulations. The electrical circuits on the premises must not be overloaded by attachment of excessive quantities of electrical equipment. The maximum loading on the circuits must not exceed 25amps. Should any damage occur to the electrical circuitry of the premises by overloading or by the use of faulty equipment, the hirer shall be responsible for any call out charges, cost of repairs etc.

25. HEATING

The hirer shall ensure that no unauthorised heating appliances are used on the premises during the period of hire without the consent of the Parish Council. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used in any circumstances.

26. FURNITURE/EQUIPMENT/UTENSILS PROVIDED BY THE COUNCIL

Chairs, tables, crockery, glasses and cutlery can be provided by the Parish Council at no extra cost, but the hirer must make the necessary arrangements with the Bookings Clerk at least seven days prior to the date of the booking. If the hirer wishes to use the PA system in the Village Hall, an additional charge will be payable, and arrangements must be made when the booking is arranged. It is the responsibility of the hirer to report any damage or defect to, or the loss of,

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any furniture, equipment or utensils to the Bookings Clerk at the earliest opportunity. Hirers shall be responsible for ensuring that small electrical appliances are switched off at the mains as appropriate at the end of the period of hire.

27. CLEANLINESS/FOOD HYGEINE

All hirers shall leave all areas of the premises which have been hired clean and tidy and in an acceptable condition. The kitchens on the premises are not intended for the preparation and cooking of full scale meals, but for making tea and coffee, warming food and cooking small items only. Where food is prepared or stored on the premises, the hirer shall be responsible for ensuring that all relevant food hygiene legislation and regulations are complied with, and, in particular, that dairy products, vegetables and meat kept on the premises are refrigerated and stored in compliance with Food Safety (Temperature & Control) Regulations.

28. ACCIDENTS

The hirer must report all accidents involving personal injury to the Parish Council office as soon as reasonably practicable, and, if appropriate, ensure that RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) are fully complied with; further details can be found online (www.hse.gov.uk/riddor); Incident Contact Centre: 0845 3009923.

29. ALCOHOL

Intoxicants are not allowed on the premises, nor may alcohol be sold on the premises, without the prior consent of a member of staff with delegated authority on behalf of the Parish Council. If permission to sell alcohol is granted, the hirer shall be responsible for ensuring that all relevant legislation is fully complied with. **Sale or consumption of alcohol will not be permitted on Sundays in any circumstances**

30. BROADCASTING AND FILM RIGHTS

A hirer of any Parish Council premises shall not be granted broadcasting or film rights without the prior consent of the Parish Council. If such consent is given, the Parish Council reserves the right to take part in any negotiations, to be party to the terms and condition of any agreement reached, and to share in any income and publicity derived therefrom.

31. COPYRIGHT/PERFORMANCE RIGHTS

It is the hirer's responsibility to ensure that there is no infringement of copyright or performance rights during any period of hire and the hirer shall agree to indemnify the Parish Council in respect of any liability arising from any infringement thereof. The hirer shall comply with the requirements of the Performing Rights Society in relation to all musical work in the society's repertoire.

32. FILM SHOWS

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

33. MUSIC AND DANCING

The hirer shall ensure that all statutes, regulations and bylaws in relation to music and dancing in public places are fully complied with, and, if sound amplification equipment is in use, shall be responsible for ensuring that volume is kept to a reasonable level so as not to cause disturbance or annoyance to occupants of nearby properties.

34. SERVICES AND ALTERATIONS

No additions or alterations shall be made to the water or electrical supplies or any electrical equipment, and no structural or other alterations shall be made to the fabric of the building, nor to any of the furniture, fixtures, fittings or other property on the premises; nor shall any attachment be made of any equipment or materials to the fabric or structure of the building without the express permission of the Parish Council.

35. CHILDREN AND YOUNG PERSONS

The hirer shall ensure that any activities for children under the age of eight years complies with the provisions of the Children Acts, and any other relevant legislation, and that only fit and proper persons have access to the children. The hirer shall be responsible for the welfare of all children present during the period of hire. The Parish Council will not assume responsibility for the care or welfare of any unaccompanied child or children.

36. ANIMALS

Guide dogs assisting visitors who are visually impaired are welcome on Parish Council premises provided they are accompanied by their owner. Otherwise, the hirer shall ensure that no animals (including birds) are brought onto the premises without the prior consent of the Parish Council.

37. PLAY INFLATABLES, BOUNCY CASTLES, ETC.

Bouncy castles and other forms of play inflatable shall not be used in Parish Council buildings in any circumstances, and shall not be used on Parish Council land without the Parish Council's prior consent and without evidence that the operator has appropriate insurance.

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38. FLY POSTING

Fly posting on vacant shop premises, street furniture, trees etc. is an offence and makes an offender liable, on summary conviction, to substantial penalties. An unauthorised and illegal display of posters may result in the cancellation of a booking and may be taken into account when considering acceptance of future bookings of Parish Council premises.

39. ADVERTISING AND OTHER SIGNAGE

Notice boards on Parish Council premises may be used to advertise events, but any inappropriate, offensive, commercial or non-relevant posters, flyers or stickers will be promptly removed. Advertising and signage on the outside of Parish Council premises are subject to approval by the Parish Council.

40. LOTTERIES, RAFFLES AND GAMING

No gaming, betting games or lotteries shall be permitted on Parish Council premises, except those games made lawful by the Betting, Gaming and Lotteries Acts, and then only if the statutory provisions are complied with.

41. NOISE

The hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

42. KEYHOLDING/SECURITY

Hirers granted permission by the Parish Council to hold premises keys shall sign the requisite undertaking and comply fully with the terms thereof. The keys shall remain the property of the Parish Council and shall be returned on demand.

43. CHANGES TO CONDITIONS OF HIRE

The Parish Council reserves the right to amend the conditions of hire at any time. The conditions of hire in force on the date of hire shall be those which are applicable.