

Terms & Conditions 2018

Standard Conditions of Hire: St Henry's Hall, Derwent

These Standard Conditions apply to all hiring of the Hall. If the Hirer is in any doubt as to the meaning of any of the following conditions, the Responsible Financial Officer (RFO) should be consulted immediately. The Hirer is advised to print and carry a copy of these conditions during the event so that they can check any condition should the need arise.

1. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises; the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to 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 caused by those using the Hall during the period of hire.

2. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the on-line Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

3. 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.

4. Licenses

The Hall does not hold any License that would permit the use of copyright music in any form e.g. record, compact disc, tapes, radio, television, or by performers in person, any license in respect of any other activity. Alcohol may not be sold on the premises.

5. Public Safety Compliance

The Hirer shall comply with all Conditions and Regulations made in respect of the premises by the Fire Authority particularly in connection with any event which constitutes regulated entertainment, which is attended by children.

(a) The Hirer acknowledges that they fully understand the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade

and evacuating the Hall. (See "Emergency Evacuation Plan")

- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Muster Point
- Appreciation of the importance of, and of closing of, all fire doors at the time of a fire.

6. Means of Escape (See Emergency Evacuation Plan)

(a) All means of escape from the premises must be kept free from obstruction and immediately available for instant free public exit.

(b) The emergency lighting supply illuminating all exit signs and routes must remain on at all times.

7. Outbreaks of Fire

The Hirer should follow the details in the Emergency Evacuation Plan

8. Health and Hygiene

There are no facilities available to prepare food and the Hirer should bring all that they need on the day.

9. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used must have a (PAT) test sticker and date tested in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

10. Indemnity

The hirer is advised to:

(a) Indemnify and keep indemnified each member of the Parish Council against

(i) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises

(ii) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises

(iii) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused by a third party as a result of the use of the premises by the Hirer.

(b) Take out adequate insurance to insure the Hirer and members of the Hirers organisation and invitees against the Hirer's liability under paragraph 10(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the RFO.

The Parish Council is insured against any claims arising out of its **own** negligence.

11. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to the RFO as soon as possible and complete the relevant section in the Hall's accident book, which is kept in the Kitchen. Any failure of equipment belonging to the Hall or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a Special Form to the Local Authority. The RFO will give assistance in completing the form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

12. Explosives and Flammable Substances

The hirer shall ensure that:

- (a) Strictly no smoke machines are used.
- (b) Highly flammable substances are not brought into or used in any part of the premises
- (c) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the RFO.
- (d) No decorations are to be put up near light fittings or heaters.
- (e) No barbecue or hog roasting equipment to be used without prior agreement of the RFO.

13. Heating and Lighting

In winter the Hall heating will be programmed to ensure that it is warm well before the hire period commences.

External lighting at the front of the building and down the path to the gate is manually controlled. It is the responsibility of the hirer to ensure that the lights are switched on and off to ensure the safety of their guests. All light switches are clearly labelled.

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the RFO. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used under any circumstances.

14. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and 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. 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.

15. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises. No animals whatsoever are to enter the kitchen at any time.

16. Compliance with The Children Act 1989

The Hirer shall ensure that any activities for children under the age of eight years of age comply with the provisions of The Children Act of 1989 and that **only fit and proper persons who**

have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the RFO with a copy of their Child Protection Policy on request.

17. Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify and keep indemnified each member of the Parish Council accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

18. Sale of Goods

The Hirer may not sell goods from the premises.

19a. Cancellation by The Hirer

The Hirer must notify the RFO in writing, or via the online booking system, of the intention to cancel the Agreement of Hire. On receipt of such notice the Parish Council reserves the right to make the following charges:

- (a) On notification being received twenty-eight days or more in advance of the date of hire the deposit will be forfeit.
- (b) On notification being received twenty-eight days or less prior to the date of hire, the charge will be half of the Total Hire Fee.
- (c) On notification being received seven days or less prior to the date of hire, the charge will be three-quarters of the Total Hire Fee.
- (d) For all bookings made for 2 consecutive days or more, on notification of cancellation being received 1 month or less prior to the date of hire, the charge will be three-quarters of the Total Hire Fee.

19b. Cancellation by the Parish Council

The Parish Council reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- (b) the Parish Council reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- (c) the premises becoming unfit for the use intended by the Hirer.
- (d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any amount already paid, but the Parish Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

20. Payment of Hire

All payments for hire of the Hall should be made within 28 days of the hire date. However, any party hiring the Hall for more than a day, or at a cost of £100 or more, must pay the full costs ten working days before use of the Hall. If payment is not received according to that timescale access to the Hall will be denied.

21. Beginning and End of Hire

The Hirer must book the Hall allowing sufficient time to set up and dismantle their event / class to avoid clashes with prior or subsequent events. The Hall will be unlocked in order to allow this.

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition with all interior and exterior lighting switched off, unless directed otherwise by the RFO and any contents temporarily removed from their usual positions properly replaced, otherwise the Parish Council shall be at liberty to make an additional charge. An additional charge may be made if the hirer has not cleared the room in time for the next hirer to take occupation.

22. 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.

23. Stored Equipment

The Parish Council accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees, at the discretion of the Parish Council, will be charged for each day or part of a day of the hire fee per hiring until the same is removed.

The Parish Council may dispose of any items by sale or otherwise on such Terms and Conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same, at its discretion under any of the following circumstances, namely:

- (a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended
- (b) in respect of any other property brought onto the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring

24. No Alterations

No alterations or additions may be made to the premises. Articles must not be attached to walls doors or curtains.

25. No Rights

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

INFORMATION FOR HIRERS

26. Keys

The Hall will be unlocked by the caretaker at the start of the hire period and relocked at the end of it. A key will be available for use by the Hirer – the RFO will supply details. If the key is lost the Hirer will be charged £65 towards a replacement

27. Special Conditions

Please take due note of the Special Conditions (see below).

28. Safety

Under current legislation, the entire building is covered by No Smoking Premises Regulations 2007, under which smoking, including electronic cigarettes, is prohibited in any public building.

In the event of a fire, the Hall is to be evacuated in an orderly manner, using the Emergency Evacuation Plan. The Hall's Health & Safety file and First Aid box are both located in the Kitchen.

29. Heating

DO NOT adjust individual radiators / heaters as this may result in damage to the appliance and inconvenience subsequent users.

30. Use of Derwent Lane and Car Parking

Access to the Hall is via Derwent Lane, which is narrow with many blind corners and ends in a cul-de-sac. It provides access for local residents and farmers, and walkers and cyclists visiting the valley. Vehicular access from the Fairholmes roundabout is only available for those visiting residents or those using St Henry's. It is therefore a quiet lane on which speeds should be 20mph in order to be able to make eye contact with walkers and cyclists, and avoid head-on collisions with farmers using heavy machinery, with local residents accessing their homes, or with stock, dogs and wildlife. Slow speeds ensure not only everyone's safety but also remove the sense of road danger and allow the tranquillity of the lane to be enjoyed.

The Hall car park area is on the gritted verge opposite the entrance to the Hall and will accommodate up to 30 vehicles if they are parked sensibly. Please do not block the road as access is required at all times. The public pavement or highway must not be obstructed.

31. Consideration for Local Residents

Please ask your guests to leave quietly at the close of your event so as not to disturb local residents. This includes driving at slow speeds along Derwent Lane.

32. Respect for other users

Please leave the Hall clean and tidy, and take all waste items home for disposal.

There are no refuse bins available on the premises.

In particular we ask that table tops are wiped clean before being stacked and stored.

33. Faults / Damage / Comments

Any faults or damage must be reported and to the RFO as soon as possible so that such items can be rectified quickly.

The Parish Council welcomes comments and observations in order that they can consider any improvements for the facilities offered

SPECIAL CONDITIONS

Capacity and Supervision

The number of people on the premises shall not exceed 100.

Age

The Hirer, not being a person under 21 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions relating to management and supervision of the premises are met.

Facilities

The Hall is equipped with 9 folding trestle tables and 50 chairs. There is a sink, kettle and fridge together with crockery and teaspoons for 50 people.