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# Thurcroft Parish Council

## TERMS AND CONDITIONS – VENUE HIRE

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### Standard Conditions of Hire

These Standard Conditions apply to all hiring of any or all the Gordon Bennett Memorial Hall rooms. If the Hirer is in any doubt as to the meaning of any of the following conditions, the Clerk to Thurcroft Parish Council 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 or means of escape. As directed by the Clerk of Thurcroft Parish Council, 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 decision as to any reasonable costs for repair of damages are solely at the discretion of Thurcroft Parish Council and are final.

#### 2. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in this 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.

#### 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.



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### 4. Licenses

The Village Hall holds a Premises License for the Sale and/or Consumption of Alcohol. The hirer must indicate on booking whether they intend to use the bar services provided by the Council's approved third-party contractor. No alcohol is to be brought into the premises for consumption 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, Local Authority, the Licensing Authority or any other relevant Authority, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or 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.

The location and use of fire equipment.

Escape routes and the need to keep them clear.

Muster Point

Method of operation of escape door fastenings.

Appreciation of the importance of, and of closing of, all fire doors at the time of a fire.

**(b) In advance of an entertainment or play the Hirer shall check the following items:**

That all fire exits are unlocked, and the panic bolts are in good working order.

That all escape routes are free of obstruction and can be safely used.

That any fire doors are not wedged open.

That exit signs are illuminated.

That there are no obvious fire hazards on or immediately outside the premises.

### 6. Means of Escape (Shown as MoE on the plan of the Halls)



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(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 be turned on during the whole of the time the premises are occupied.

### **7. Outbreaks of Fire**

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

### **8. Health and Hygiene**

The Hirer shall, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator.

### **9. Electrical Appliance Safety**

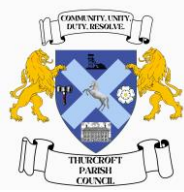
The Hirer shall ensure that any electrical appliances brought by them to the premises and used must have passed the appropriate tests as described in the In-service inspection and testing of electrical equipment code of practice (previously known as PAT testing) and bear an in-date sticker showing this, in accordance with the Electricity at Work Regulations 1989. Where a residual current circuit breaker is provided the hirer must make use of it in the interests of public safety.

### **10. Indemnity**

The hirer shall:

(a) Indemnify and keep indemnified each member of Thurcroft Parish Council and employees, volunteers, agents and invitees 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



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(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 (including the storage of equipment by the Hirer, and

(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 Clerk of Thurcroft Parish Council.

The Gordon Bennett Memorial Hall 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 a member of the Clerk of Thurcroft Parish Council as soon as possible. Any failure of equipment belonging to the Gordon Bennett Memorial 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 Clerk of Thurcroft Parish Council 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 Caretaker of the Gordon Bennett Memorial Hall.

(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 Thurcroft Parish Council.



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### **13. Heating and Lighting**

External lighting at the front of the building 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 Thurcroft Parish Council. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used under any circumstances.

### **14. Drunk and Disorderly Behaviour and Supply of Illegal Drugs**

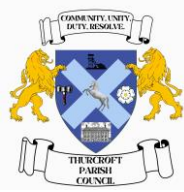
The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol.

Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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, consumed therein or outside in the Hall grounds.

### **15. Animals**

The Hirer shall ensure that no animals or birds (except guide dogs or those attending a dog training class) are brought into the premises, other than for a special event agreed by Thurcroft Parish Council. No animals whatsoever are to enter the kitchen at any time.

### **16. Compliance with The Children Act 1989**



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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 Clerk to Thurcroft Parish Council 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 Thurcroft 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**

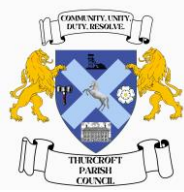
The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

### **19. Cancellation**

#### **19a. by The Hirer**

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

- (a) 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.
- (b) 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.



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(c) 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.

The Hirer (Regular Booking) must notify the Clerk or Caretaker in writing of the intention to cancel the Agreement of Hire. On receipt of such notice Thurcroft Parish Council reserves the right to make the following charges:

- (a) On notification of a booking within the three months that has already been invoiced, the Hirer will be charged the total of the Total Hire Fee for the day(s) cancelled.
- (b) On notification of a booking in the future of the three month block booking, the Hirer will not be charged for cancellation of the day(s) cancelled.

#### **19b. by Thurcroft Parish Council**

Thurcroft Parish Council reserves the right to cancel any 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 "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.

Under 19b. (a), (b), (c) or (d) in any such case the Hirer shall be entitled to a refund of any amount already paid, but the Thurcroft Parish Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

#### **20. Beginning and End of Hire**

The Hirer must book the required halls allowing sufficient time to set up and dismantle their event / class to avoid clashes with prior or subsequent events.



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The Hirer must ensure that only the room(s) requested in the original agreement are used for their event.

Groups which would like to book the hall on a regular basis, must make bookings in blocks of three-months to secure the regular booking.

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, all interior and exterior lighting switched off, unless directed otherwise by the Clerk or Caretaker of Thurcroft Parish Council, and any contents temporarily removed from their usual positions properly replaced, otherwise Thurcroft Parish Council shall be at liberty to make an additional charge entirely at its discretion. An additional charge may be made if the hirer has not cleared the room in time for the next hirer to take occupation or fails to return the keys immediately after the hire period.

### **21. 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. The Hirer shall, if using sound amplification equipment, comply with any other licensing condition for the premises.

### **22. Stored Equipment**

Thurcroft 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 Thurcroft Parish Council, will be charged for each day or part of a day of the hire fee per hiring until the same is removed.

Thurcroft 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:





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- (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

### **23. No Alterations - Care of the Premises**

No alterations or additions may be made to the premises. Articles, decorations, placards or displays must not be attached to walls, other than by use of the picture rail and hooks provided free of charge, or to doors or curtains. The Caretaker will be please to supply picture hooks on request.

### **24. No Rights**

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

### **26. Special Conditions**

Please take due note of the Special Conditions found later in this document.

### **27. Safety**

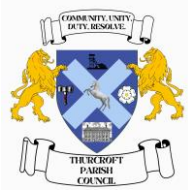
Under current legislation, the entire building is covered by No Smoking Premises Regulations 2007, under which smoking is prohibited in any public building. Electronic Cigarettes are also subject to this prohibition in any part of the premises.

In the event of a fire, the Gordon Bennett Memorial Hall is to be evacuated in an orderly manner, using the appropriate exits. The Fire and Rescue Services must be called by dialing 999.

The Hirer is advised to ensure that they have a mobile phone available for emergency use.

The exact location of the fire exits and fire extinguishers (See plan) must be noted before the Village Hall is occupied.

The Hirer is responsible for unlocking any Fire Exit doors.



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The location of, and the manner of opening the Fire Doors, should be made known to guests as well as the location of the Muster Point. This is designated in the far corner of the carpark near to the entrance gates.

The Gordon Bennett Memorial Hall Health & Safety file and First Aid box are both located in the Kitchen.

### **28. Heating**

The heating controls are located in each separate room on the wall. DO NOT adjust or turn off individual radiators / heaters as this may result in damage to the appliance and inconvenience subsequent users.

### **29. Car Parking**

The Gordon Bennett Memorial Hall car park area will accommodate 34 vehicles if they are parked sensibly. Please do not block the main doors, chamber doors or fire exits to either side of the building.

The public pavement or highway must not be obstructed. Please ensure that vehicles are parked within the white painted line.

### **30. Consideration for Local Residents**

Please ask your guests to leave quietly at the close of your event so as not to disturb local residents.

### **31. Respect for other users**

Please leave the Gordon Bennett Memorial Hall clean and tidy.

### **32. Faults / Damage / Comments**

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



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Thurcroft Parish Council welcome comments and observations in order that they can consider any improvements for the facilities offered.

### Special Conditions

These Special Conditions of Hire include provisions required to comply with the Premises License issued under the Licensing Act 2003.

These conditions apply to all events of which regulated entertainment or the sale of alcohol takes place and should be inserted into the Hiring Agreement where necessary.

The Hirer hereby acknowledges receipt of a copy of the conditions of the Premises License and/or Operating Schedule for the premises, in accordance with which the hiring must be undertaken and agrees to comply with all obligations therein.

### Hours of Opening

The premises shall not be used for licensable activities except between the hours set out in the Hire Agreement unless special permission has been issued by Rotherham Metropolitan Borough Council and Thurcroft Parish Council.

### Capacity and Supervision

The number of people on the premises shall not exceed 150 for the Main Hall and 25 for the Council Chamber.

There shall, in addition to the hirer, be a minimum of:

2 x competent attendants for up to 100 persons

3 x competent attendants for over 100 persons

on duty on the premises to assist people entering and leaving, none of whom shall be less than 18 years of age.



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If the majority of the audience is under 15 years of age and/or there are many disabled people, then the number of attendants shall not be less than:

3 x competent attendants for up to 100 persons

4 x competent attendants for over 100 persons

All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies including attention to disabled persons, the location and use of fire fighting equipment available, how to call the fire brigade and evacuation procedures.

#### Age

The Halls are not available for parties for persons between the ages of 16 and 21.

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 of the Premises License and/or the Operating Schedule relating to management and supervision of the premises are met.

#### Dangerous and Unsuitable Performances

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

#### Film Shows

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