

# **Standard Conditions of Hire**

These Standard Conditions apply to the hiring of the Gordon Bennett Memorial Hall. If any doubt as to the meaning of any of the following conditions, the Clerk at Thurcroft Parish Council should be consulted. A copy of these conditions is on our website and displayed in the entrance to the hall.

#### 1. Use of Premises

The Hirer shall not use the premises for any purpose other than in the Hire Agreement nor do anything which may endanger the same or render invalid any insurance policies in respect thereof.

# 2. Bookings

**ADHOC Bookings:** The Hirer shall request their booking using the online booking tool. The booking remains provisional until Thurcroft Parish Council accepts the booking, confirms the price and is in receipt of the requested non-refundable deposit. Payment should be made via BACs wherever possible with cash being accepted by specific exceptional agreement only. The final balance should be received by Thurcroft Parish Council not later than seven days before the event is due to take place. If full payment is not received the venue will not be accessible on the day. The Hirer must book allowing sufficient time to set up and dismantle their event to avoid clashes with prior or subsequent events.

**REGULAR Bookings:** The Hirer shall request their booking directly with Thurcroft Parish Council. These Terms and Conditions must be signed and returned before any access to the hall will be given. The hirer will be invoiced each month for one full calendar month with payments required via BACs within seven days of receipt of the invoice.

#### 3. Cancellation

#### by The Hirer

**ADHOC Bookings:** The Hirer must notify Thurcroft Parish Council 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 being received seven days or less prior to the date of hire, the charge will be three-quarters of the Total Hire Fee.
- (b) 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.

**REGULAR Bookings:** The Hirer must notify Thurcroft Parish Council in writing to admin@thurcroftparishcouncil.gov.uk any changes to their regular booking or of their intention to cancel the Agreement of Hire. On receipt of such notice Thurcroft Parish Council reserves the right to charge for cancellations made with less than 24 hours-notice, except in exceptional circumstances. In these instances the Hirer will be charged the total of the Total Hire Fee for the day(s) cancelled. Note this does not negate the requirement to also liaise directly with the Caretaker to advise that you will not require the hall.

## by Thurcroft Parish Council



Thurcroft Parish Council reserves the right to cancel any hiring by written notice on occasion of

- (a) the premises being required for use as a Polling Station.
- (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 for alternative purposes.

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

#### 4. Indemnity Insurance

The Gordon Bennett Memorial Hall is insured against any claims arising out of its own negligence. The hirer shall take out adequate insurance to adequately cover the Hirer and members of the Hirers organisation and invitees against the Hirer's liability and all claims arising as a result of the hire. Thurcroft Parish Council reserves the right to demand evidence of cover is supplied.

# 5. 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. 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 and any contents temporarily removed from their usual positions properly replaced.

#### 6. Public Safety Compliance

The Hirer shall take time to understand and 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.

#### 7. Damages

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 is final.

#### 8. Licenses

The Hall holds a Premises License for the Sale and/or Consumption of Alcohol. The hirer must book 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.

# 9. Accidents and Dangerous Occurrences



The Gordon Bennett Memorial Hall first aid box is located in the Kitchen. The Hirer must report all accidents involving injury to the public to a member of staff of Thurcroft Parish Council 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). 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.

### 10. Fire Safety

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 must be noted before the Hall is occupied. 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 as in the carpark.

DJ's and any other users with their own sound systems must connect them using the designated socket linked to the Fire Call Points in order that in the event of a fire the sound systems power supply is terminated and guest can hear the fire alarm. This power point is located on the stage.

#### 11. Flammable Substances

Smoking and the use of electronic cigarettes is prohibited. The hirer shall also 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. This includes cooking oil for deep fat fryers.
- (c) No decorations of a combustible nature shall be erected without the consent of the Caretaker.
- (e) No barbecue/ hog roasting equipment to be used without prior agreement of Thurcroft Parish Council.

#### 12. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises must have passed the appropriate tests as described in the In-service inspection and testing of electrical equipment code of practice and bear an in-date sticker. Where a residual current circuit breaker is provided the hirer must make use of it in the interests of public safety.

#### 13. 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.

#### 14. Health and Hygiene

The Hirer shall, if preparing, serving, or selling food, be solely responsible for all relevant food health and hygiene legislation and regulations.



### 15. 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. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Anyone who is behaving in a violent or disorderly way shall be asked to leave the premises.

#### 16. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure. The Hirer shall, if using sound amplification equipment, comply with any other licensing condition for the premises.

#### 17. 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. The Hirer shall provide Thurcroft Parish Council with a copy of their Child Protection Policy on request.

#### 18. Animals

The Hirer shall ensure that no animals or birds (except support animals) are brought into the premises.

# 19. Gaming, Betting and Lotteries

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

#### 20. Fly Posting

The Hirer shall not carry out or permit unauthorised advertisements for any event taking place at the premises and shall indemnify and keep indemnified 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.

# 21. 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.

#### 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.

Thurcroft Parish Council may dispose of any items by sale or otherwise, and charge the Hirer any costs incurred 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



**Please Note:** The Hire Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

### **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 shall be applicable in 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**

- 1. The number of people on the premises shall not exceed 200 for the Main Hall and 25 for the Council Chamber.
- 2. There shall, in addition to the hirer, be a minimum of:
  - 3x competent attendants for up to 100 persons
  - 3x 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.
- 3. 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:
  - 3x competent attendants for up to 100 persons
  - 3x competent attendants for over 100 persons

## **Age Restrictions**

- a. The bar facilities are available for parties for persons 18 years and over.
- b. 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.
- c. 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.