



LONDON COLNEY PARISH COUNCIL

HIRERS TERMS & CONDITIONS

These standard conditions apply to all hiring of the Parish Council facilities and a copy will be given to all Hirers. It is also available to download from our website. If the Hirer is in any doubt as to the meaning of the following, the Parish Council Booking Officer should immediately be consulted.

1. Applications

All applications for the hiring of the facilities shall be made on the relevant booking forms obtained from the Booking Officer at the Parish Council, at the Community Centre, Caledon Road, London Colney, Herts AL2 1PU. If there are any changes with the booking, then contact must be made immediately by telephoning 01727 821314 or emailing info@londoncolney-pc.gov.uk.

All bookings must be confirmed by the return of the completed and signed booking form. The person signing the booking form shall be deemed to be the hirer.

A signed booking form must be received to facilitate the booking. Once received the booking will be made and a confirmation email will be sent to you. The Deposit will then be required to confirm your booking.

Hours required and booked must be strictly adhered too. Any overrun will result in extra charges being made. Enough time should be allowed for guests to drink up and vacate the venue by the end of the allocated hours with the hall being returned to its original condition as booked. Your allocated time booked, includes the cleaning up of the hall and returning it to the condition in which it was found on the commencement of hire. Any excessive cleaning required will be charged for. The disco or entertainment must be given enough time to pack up and leave prior to the end of the booking. Any overrun in packing away the equipment, or the caterers cleaning up and leaving, will be the responsibility of the Hirer and so attract the same penalties.

- Kitchen preparation areas, with exception of the fridges and freezers, can be used by request and attract an additional hiring cost. Any outside companies or self-catering arranged by the Hirer must be aware that the Council's Insurance Cover does not cover hirers own equipment, negligence or personal liability. Any cover required should be arranged directly by the hirer.
- It is the Hirers' responsibility to provide their own black bin bags, washing up liquid and tea towels.
- The Hirer must be the last patron to leave the premises, they are responsible for all the guests, caterers and entertainers leaving by the allocated time.

2. Terms of payment

A deposit of £100 is required on all one-off bookings. This will be held by us and returned subject to the venue being vacated at the agreed time and in the condition, which is laid down in the Terms & Conditions. The balance of the hire to be paid no less than 28 days prior to the event. The deposit will be retained if the hire is cancelled after 28 days before the event, see clause 25 below.

3. Right to Terminate

The Parish Council reserves the right, by notice to the hirer, to terminate the Agreement and the hiring at any time, in which case the parish Council shall give to the hirer as much notice as possible of their intentions and shall return the deposit or the whole of the charge as the case may be, but shall not be liable for damages or otherwise in respect of their actions under this clause, nor be under any liability to the hirer for any loss or damage they may sustain by reason of such termination.

4. Age

The Hirer, not being a person under 18 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, under this Agreement, relating to management and supervision of the premises are met.

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 of the highway. As directed by the 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.

6. Use of premises

The Hirer shall not use the premises (including the car park) for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable 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.

Persons must not trespass in parts of the building not hired.

Due to licencing conditions the Parish Council will not accept birthday party hires for ages 13 to 25 years.

Any breach of this clause will mean the hirer's deposit will be forfeited.

No persons under the age of 18 will purchase, solicit, or consume alcohol on any Council accommodation.

No alcohol sales are permitted at Napsbury Pavilion or Morris Way Pavilion (private consumption only)

The pavilions at both Morris Way and Napsbury must be cleared by 11.00pm

The Community Centre must be cleared by:

11.30pm Sunday – Thursday

Midnight Friday & Saturday

The Community Centre hall bar will normally be available:

7pm – 11.00pm Sunday – Thursday

7pm – 11.30pm Friday & Saturday

7. Insurance and indemnity

(a) The Hirer shall be liable for:

- (i) the cost of repair of any damage (including accidental and malicious 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 made against or incurred by the Parish Council, their employees, volunteers, agents, or invitees 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 made against or incurred by the Parish Council, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Parish Council and the Parish Council's employees, volunteers, agents and invitees against such liabilities.

(b) The Parish Council shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Parish Council shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified each member of the Parish Council and the Parish Council's employees, volunteers, agents, and invitees against:

- (i) any insurance excess incurred and
- (ii) the difference between the amount of the liability and the monies received under the insurance policy.
- (iii) Where the Parish Council does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Parish Council Bookings Officer. Failure to produce such policy and evidence of cover will render the hiring void and enable the Parish Council Bookings Officer to rehire the premises to another Hirer. The Parish Council is insured against any claims arising out of its own negligence.

8. 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.

9. Inflatables & Smoke Machines

No outdoor inflatables are allowed at any Parish Council venue, internal inflatables are allowed at the Community Centre provided the inflatable meets our height restriction and that we see all relevant certification and public liability insurance prior to the hire. No smoke machines are permitted at any Parish Council venue

10. Music Copyright licensing

The Hirer shall ensure that the Parish Council holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence

11. Film

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 licences for film.

12. Childcare Act 2006

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should 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 Parish Council with a copy of their CRB check and Child Protection Policy on request.

13. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Council's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The Hirer shall also comply with the hall's health and safety policy. The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Clerk of the Parish Council.

- (a) The Hirer acknowledges that they have received instruction in 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 (Include diagram of location)
 - Escape routes and the need to keep them clear.
 - Method of operation of escape door fastenings.
 - Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
 - Hirers are responsible for their own First Aid provision.
- (b) In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:
- That all fire exits are unlocked.
 - That all escape routes are free of obstruction and can be safely used for instant free public exit
 - That any fire doors are not wedged open.
 - That exit signs are illuminated.
 - That there are no obvious fire hazards on the premises.
 - That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

14. 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.

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. No illegal drugs may be brought onto the premises. 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 in accordance with the Licensing Act 2003.

Abuse and aggression are treated seriously, and the Parish Council will take action to ensure the protection of other service users and staff where such behaviour occurs. Any violence, threat or harassment will be reported to the Police and where necessary, for the protection of other service users or staff, arrangements will be made to limit and control access to Parish Council facilities.

The Community Centre has CCTV installed and in the event of drunk and disorderly behaviour, suspected drug use, or violence, the Police will be provided with relevant footage.

16. Health and hygiene

The Hirer shall, if preparing or serving food, observe all relevant food health and hygiene legislation and regulations.

17. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

18. 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 will be charged for each day or part of a day at the hire fee per hiring until the same is removed. The Parish Council may use its discretion in any of the following circumstances:

- (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.
- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Parish Council disposing of any such 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.

19. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

20. Accidents and dangerous occurrences

Any failure of equipment belonging to the Parish Council or brought in by the Hirer must also be reported as soon as possible. The Hirer must report all accidents involving injury to the public to a member of the Parish Council as soon as possible and complete the relevant section in the Parish Council's accident book. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). Hirers are responsible for their own first aid provisions.

21. Explosives and flammable substances

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) No internal decorations of a combustible nature (e.g., polystyrene, cotton wool) shall be erected without the consent of the Parish Council. No decorations are to be put up near light fittings or heaters.

22. Heating

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 Parish Council. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

23. Animals

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

24. 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's 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. Regular hirers can display a banner/poster, but this must be removed at the end of each hire.

25. Right of Entry by the Parish Council

Parish Council staff always have access to Parish Council buildings.

26. Cancellation

If the Hirer wishes to cancel the booking before the date of the event, the deposit is non-returnable if the booking is cancelled within 28 days prior to the event. 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 deposit already paid, but the Parish

Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

27. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Parish Council shall be at liberty to make an additional charge.

28. 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 the prior written approval of the Parish Council. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Parish Council remain in the premises at the end of the hiring. It will become the property of the Parish Council unless removed by the Hirer who must make good to the satisfaction of the Parish Council any damage caused to the premises by such removal. No bolts, screws, nails, tacks, or Sellotape shall be driven or stuck on to any part of the premises

29. No rights

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