



Wingerworth Parish Council

Email: clerk@wingerworthparishcouncil.gov.uk

Website: www.wingerworthparishcouncil.gov.uk

Terms and Conditions of Hire - Wingerworth Parish of Hall

DEFINITION OF TERMS

THE COUNCIL: means Wingerworth Parish Council.

THE CLERK: means The Clerk to the Council or the Parish Hall Administrator working on behalf of The Clerk to the Council.

THE HIRER: means the individual or representative of an organisation making the booking or completing the on-line booking form and agreeing to these terms and conditions of hire.

THE PREMISES: means the building or parts thereof known as Wingerworth Parish Hall, New Road, Wingerworth S42 6TB.

HIRE CHARGE: Means the charge or charges made by the Council for the use of all or any part of The Premises by the Hirer.

TERMS AND CONDITIONS OF HIRE

These conditions of hire apply to hiring all or any part of The Premises by the Hirer from the Council

If the Hirer has any questions or needs clarification regarding these conditions, they should contact The Clerk on 01246 938 108 or email enquiries@wingerworthparishcouncil.gov.uk

THE HIRER: The Hirer must be 21 years of age or older. The Hirer is responsible for making sure the conditions set out in this agreement are adhered to by the Hirer, members of the Hirer's organisation and all those attending The Premises during the hire period which is covered by this agreement.

HIRE CHARGES: The Hire Charge is fully payable 4 weeks before the date of hire of The Premises. The Hirer is advised that charges may be reviewed annually in the month of April. Hirings or bookings arranged before the review date or events after that date will be charged at the rates applicable at the time of booking.

DEPOSITS:

The Clerk may contact the Hirer for a booking deposit should the booking or period of hire be:

- a) 3 months or more from the date of the booking or the date of this agreement.
- b) for 4 or more continuous hours.
- c) for more than 1 room.

The minimum deposit is 25% of the Hire Charge. This is non-refundable.

The Clerk may also require the Hirer to pay a cleaning deposit of £100.00 should the booking be:

- a) For a period of more than 3 hours.
- b) The room is booked for after 8pm.
- c) There will be more than 50 people in attendance.
- d) The event is likely to involve the consumption of alcohol or the type of booking is likely to be 'messy' (i.e. paint party or disco).

The cleaning deposit will be refunded if the room is left in a satisfactory condition.

PAYMENTS: The Hire Charge can be made by bank transfer, cash or cheque. Details can be found on the invoice. Cheques should be made payable to 'Wingerworth Parish Council'. Failure to make payment will result in the Hirer being prohibited from making the booking or may result in the cancellation of future bookings.

CANCELLATIONS: At least 48 hours' notice must be given to The Clerk for any cancellations. If a cancellation is made outside of the notice period, the Hirer may still be charged, but any booking deposit will be retained.

USE OF THE PREMISES: The Hirer shall not use The Premises for any purpose other than that described in the booking form or the online booking form and shall NOT sub-hire The Premises to any other person, individual or organisation.

The Premises is not to be used for any unlawful purpose or in any unlawful way nor is the Hirer to do anything or to 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 therein without the written permission of The Clerk.

USE OF THE CAR PARK: The Hirer does NOT have sole rights to the use car park and it must be available for use by all hirers. The car park is to be used for the parking of vehicles only. The Hirer must not use the car park for recreation, activities, hosting of vendors, catering or inflatables. The Hirer is responsible for the safety of persons using the car park. When in the car park we ask that you are always respectful of neighbouring properties and residents.

THE HIRER AGREES TO:

- Being responsible for setting up the room for their event or activity.
- All equipment used, including tables and chairs, are to be packed away safely and in the correct place at the end of the hire period.
- All breakages must be reported to The Clerk at the earliest opportunity.
- Any injuries must be reported to The Clerk at the earliest opportunity.
- The toilets are available for all users of The Premises, not just those attending The Premises during the hire/booking period which is covered by this agreement-
- A separate booking is required for the use of the kitchen.
- Anybody on The Premises must be given unprohibited access to drinking water.
- The Hirer must only use or occupy the room(s) or part(s) of The Premises which they have booked.

ACCESS AND REQUIREMENTS: It is the responsibility of The Hirer to inform The Clerk of any access or mobility requirements in advance of your booking. Where possible The Clerk will make reasonable adjustments to meet the needs of The Hirer.

SUPERVISION AND SAFEGUARDING: The Hirer is responsible for the adequate supervision of The Premises and for use of the grounds by their own party during the period of hire. It is the responsibility of the Hirer (under the Children Act 2004) to always ensure the safety of all children at any event. A ratio of one adult supervisor to 10 children or better should be maintained at all times.

There is also a responsibility to safeguard vulnerable adults. The Hirer is responsible for the observance of the law regarding child protection and vulnerable adults. Adults having continued and close contact with children or vulnerable adults should have undergone a DBS (Disclosure & Barring Service) check. Any incidents concerning the supervision or safeguarding of children or vulnerable adults should be reported to The Clerk.

PUBLIC SAFETY: 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 otherwise in connection with any event, which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

MEANS OF ESCAPE: The Hirer is responsible for ensuring that all means of exit from The Premises must be kept free from obstruction and immediately available for instant free public exit. Fire doors must NOT be wedged open. The Hirer will familiarise themselves on the location of fire exits and fire alarms prior to the commencement of the booking.

HEALTH AND HYGIENE: Under the Food Safety Act 1990, it is the responsibility of persons providing food for any event held on The Premises to ensure that they are aware of and abide by the legal requirements. The Council is not responsible for food brought onto The Premises.

ACCIDENTS: The Hirer must report all accidents involving injury to The Clerk as soon as possible and complete the relevant section in the Accident Book. The Accident Book and First Aid Kit can be found in the kitchen.

ELECTRICAL APPLIANCE SAFETY: The Hirer shall ensure that any electrical equipment brought onto 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.

EXPLOSIVES AND FLAMMABLE SUBSTANCES: The Hirer shall ensure that no highly flammable substances are brought onto The Premises. No flammable decorations are to be used on The Premises and no decorations are to be placed near electric fittings.

SMOKING: Smoking is prohibited on The Premises. The Hirer is responsible for enforcing the 'NO SMOKING' policy. Any person in breach of this provision shall be asked to leave The Premises immediately.

NOISE: All music, live or recorded, must cease by 11pm and The Premises vacated by 11.30pm. The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night. Car door banging and loud conversation in the car park should be discouraged.

SALE OF ALCOHOL: The sale of alcohol on The Premises is prohibited unless the Hirer has obtained the prior written consent of The Clerk and the necessary license is shown The Clerk a minimum of 24 hours before the hiring commences.

DRUNK AND DISORDERLY BEHAVIOUR AND THE SUPPLY OF ILLEGAL DRUGS: Drunk and disorderly behaviour shall not be permitted either on The Premises or in the immediate vicinity. Even if The Clerk's consent has been given to sale of alcohol at The Premises, no persons suspected of being drunk or any person suspected of being under the age of 18 shall be sold alcohol.

Any person suspected of being drunk, disorderly, acting in a violent manner or under the influence of illegal drugs shall be asked to leave The Premises immediately. No illegal drugs/substances may be brought onto The Premises.

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.

HEATING: The Premises has a heating system which is controlled by a thermostat that must not be adjusted without prior permission from The Clerk. No unauthorised heating appliances or LPG appliances shall be used on The Premises.

STORED EQUIPMENT: The Council accepts no responsibility for any vehicles, equipment or other property brought on to, left or temporarily stored at/or on The Premises. Any equipment used and/or stored at The Premises in connection with the booking is at the responsibility of the Hirer.

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 written prior approval from The Clerk.

ANIMALS: The Hirer shall ensure that no animals except service animals are brought into The Premises other than with written prior approval from The Clerk.

BOUNCY CASTLES AND INFLATABLES: The use of a bouncy castles is permitted in the Main Hall only. Bouncy Castles and inflatables are prohibited in the Small Hall. The Hirer must obtain bouncy castle insurance and is fully responsible for activities undertaken and the supervision of participants. A copy of the bouncy castle insurance will be presented to The Clerk at least 48 hours before the hire of The Premises takes place. Inflatable slides are prohibited throughout The Premises. Strictly NO bouncy castles nor inflatables are to be sited in the car park.

DAMAGE TO PROPERTY: The Council reserves the right to make reasonable charges to the Hirer for any damage to The Premises, its fixtures, fittings, decorative finishes, floor coverings and its appliances incurred as a result of the booking/hire of The Premises.

CANCELLATION: The Council reserves the right to cancel this hiring/booking by written notice (letter or email) in the event of The Premises being required for use as a Polling Station for a Parliamentary or Local Government Election or by-election. In the event of The Premises being rendered unfit for use for which it has been hired the Council shall not be liable for any resulting loss whatsoever.

The Council reserves the right to cancel any hire period by written notice (letter or email) to The Hirer.

NO RIGHTS: This hire agreement constitutes only temporary permission to use The Premises or parts of The Premises during those times and for those purposes set out in this agreement/the booking form and confers no tenancy or other rights of occupation on The Hirer.

INDEMNITY: By accepting the terms of this agreement, The Hirer indemnifies and keeps indemnified the Council, its employees and invitees against:

(a) The cost of repair of any damage done to any part of The Premises including the curtilage thereof or the contents of The Premises.

(b) 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.

(d) All claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of The Premises by The Hirer.

The Hirer is strongly advised to take out insurance to insure The Hirer, members of The Hirer's organisation and invitees against The Hirer's liability and all claims arising as a result of the hiring. On request The Hirer shall produce the policy and current receipt or other evidence of suitable insurance cover to The Clerk. Failure to produce on request such policy and evidence of cover may render the hiring void and enable The Council to rehire The Premises to another Hirer.

The Council will use its reasonable endeavours to ensure that all appliances and other equipment in The Premises is in reasonable working order during the period of hire but is unable to guarantee this.

The Hirer is to notify The Clerk if any of the appliances or equipment is not fully functional. The Council is to undertake a repair or replace failed equipment as soon as is reasonably practical to do so. The Council cannot be held responsible for any consequential liability to The Hirer for the failure of such appliances or equipment.

Should the Council need to cancel a booking or The Premises become unavailable for the booking to take place for whatever reason then a 100% refund of the Hire Charge becomes due to The Hirer. In all circumstances such refund shall constitute the maximum liability of the Council which does not accept any responsibility for any consequential losses of whatsoever nature over and above the booking fee that may be incurred by The Hirer as a result of such cancellation or unavailability. It is strongly recommended therefore that The Hirer effect their own event insurance should they consider any financial loss over and above the Hire Charge may be incurred as a result of the booking being cancelled.

By ticking the box on our online booking site, you understand and agree to adhere to the above terms and conditions of hire.

You may be asked to sign and return a printed copy of the terms and conditions before your hire period.