

DODINGTON PARISH COUNCIL
HIRE CHARGES AND CONDITIONS OF HIRE FOR THE PREMISES KNOWN AS DODINGTON
PARISH HALL, FINCH ROAD, CHIPPING SODBURY

(NB If the Hirer is in any doubt as to the meaning of the following, the Parish Council should be consulted immediately.)

For the purpose of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.

CHARGES

1. CASUAL BOOKINGS - (a) THE HIRER must sign and return the remittance advice with the relevant deposit, where applicable, within 7 days of receipt. Payment in full must be received 14 clear days before the date of the hire unless specifically agreed by the Parish Council (e.g. in the case of very short notice bookings). The return of the signed “Agreement For Hire of Parish Hall Premises” will confirm **THE HIRER** accepts and agrees the hiring conditions detailed and shall be legally bound by them. If the signed Agreement and payment are not received within the relevant period, the booking will be deemed to have been cancelled.

- **(b)** A returnable deposit of £50 is required on all private casual bookings for the Main Hall, except parties for children up to and including the age of twelve where the deposit required will be £30. The parties for children aged thirteen to fifteen would be required to pay £100 returnable deposit.

2. REGULAR OR BLOCK BOOKINGS - (a) THE HIRER must sign the “Agreement for Hire of Parish Hall Premises” and return it to the Parish Council Office with the booking date and requirement for the next year. These are to be entered onto the “Agreement for Hire of Parish Hall Premises”, the return of which will confirm **THE HIRER** accepts and agrees the hiring conditions detailed and shall be legally bound by them.

- **(b)** All invoices for regular or block bookings will be sent monthly and payment is due within 14 days of the date of the invoices. Failure to make payment within that time may result in the facility being withdrawn.

3. CANCELLATIONS - If THE HIRER wishes to cancel the booking before the date of the event he/she must do so in writing more than 7 clear days before the booking date. Failure to give the appropriate notice will result in the event being charged at the full amount.

USE OF PREMISES

4. THE HIRER must vacate the premises by the time booked and this includes removal of equipment. Allowance for clearance should be made at the time of the booking. If the room is not completely cleared within the time booked, an additional charge will be made. **THE HIRER** shall be responsible for leaving the premises and surrounds in a clean and tidy condition, including the removal of all rubbish. **THE HIRER** shall be responsible also for ensuring the premises are properly locked and secured, unless directed otherwise, and any contents temporarily removed from their usual positions properly replaced, otherwise the Council shall be at liberty to make an additional charge.

5. THE HIRER will, during the period of the hiring, be responsible for supervision of the premises hired, the fabric and contents, their care, safety from damage however slight, and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car-parking arrangements so as to avoid obstruction.

6. Only ball games with a soft sponge ball are allowed in the main hall with the exception of snooker, pool, table tennis and short mat bowls. Notwithstanding that, the cost of replacement or repair of any broken or damaged equipment, or damage to the building or its fixtures and fittings, or the repair of damage done to any part of the property including the curtilage, will be charged in full to **THE HIRER**.

Any breakage or damage must be immediately reported to the Caretaker or a member of the Parish Council staff. Any breakage or damage discovered after the function will be deemed to have occurred during the function unless **THE HIRER** proves otherwise to the satisfaction of the Parish Council.

7. **THE HIRER** shall not use the premises for any purpose other than that described on the booking form and shall not sub-hire or use the premises, or allow them to be used in any unlawful way. **THE HIRER** shall not do anything, or bring in anything which may endanger the premises, or render invalid any insurance policies in respect of them. **THE HIRER** shall not allow the consumption of alcoholic liquor on the premises without permission from the Council.

8. **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. **THE HIRER** shall be 18 years of age or above.

10. **STORED EQUIPMENT**

The storage of equipment is subject to the agreement of the Parish Council and such facilities may be withdrawn at any time. The 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.

11. **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.

PUBLIC SAFETY COMPLIANCE, ELECTRICAL APPLIANCES ETC

12. **THE HIRER** shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licencing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment (such as public dancing, music or stage plays), at which alcohol is sold or provided or which is attended by children.

13. **THE HIRER** shall ensure that any electrical appliances brought by him/her to the premises and used there shall be safe and in good working order in accordance with current health and safety regulations and used in a safe manner. Only those electrical sockets (3) marked "Power Breaker" (situated in the Main Hall at the end furthest from the entrance) are to be used for the playing of musical equipment.

14. **THE HIRER** shall be held responsible for any injury or damage caused by the use of a bouncy castle or similar inflatable. **THE HIRER** must arrange their own insurance against such events and sign the "Agreement For Hire of Parish Hall Premises" to indicate they have done so.

15. **THE HIRER** should note that it is not permitted to bring onto the premises, or use, any additional cooking, water heating facilities or highly flammable substances.

16. **THE HIRER** should be aware of the action to be taken in the event of fire (a Fire Notice is displayed in the Hall entrance lobby), ensure that emergency exits are kept free from obstruction, be familiar with the location of fire fighting equipment and the need for fire doors to be closed. The Fire Brigade should be called to any outbreak of fire, however slight, and details reported to the Caretaker or a member of the Parish Council staff.

17. **THE HIRER** shall ensure that the smoke/dry ice machines are not used on the premises as they trigger the Hall's fire alarm.

LICENCES

18. **THE HIRER** shall be responsible for ensuring that such licences as may be needed for the sale or supply of intoxicating liquor are obtained. **THE HIRER** shall also be responsible for obtaining such licences that may be needed from the Performing Right Society, from Phonographic Performance Ltd or otherwise and for the compliance with the relevant conditions.

HEALTH & HYGIENE

19. **THE HIRER** shall be responsible for ensuring that all first aid requirements are met.

20. **THE HIRER** shall, in preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations. If **THE HIRER** uses an outside caterer in conjunction with his or her use of the premises, then such caterers **MUST BE** registered with the Local Council Environmental Health Department, South Gloucestershire Council (telephone 01454 868686). This ruling still allows **THE HIRER** to do catering in conjunction with a booking. It is only applicable if **THE HIRER** employs a caterer. The Parish Council takes no responsibility whatsoever for caterers employed by **THE HIRER** in conjunction with the booking.

INSURANCE

21. **THE HIRER** must ensure that all persons entering the premises do so at their own risk. The Parish Council accepts no liability for any loss, damage or injury to them or their property arising from the entry upon, or use of, the premises, or use of any of the equipment provided in the premises. **HIRERS** bringing valuables of any kind onto the premises are advised to ensure that they are adequately insured against all risks.

22. **THE HIRER** shall be responsible for making arrangements to insure against any third party claims which may be made against him or her (or the organisation if acting as a representative) whilst using the premises.

ACCIDENTS & DANGEROUS OCCURRENCES

23. If an accident occurs in the building or car park, **THE HIRER** must report it to the Parish Council Office or Caretaker as soon as possible. In any case, full details of the accident must be submitted to the Parish Council within 24 hours either in letter or by telephone. Any failure of equipment, either that belonging to the premises or brought in by **THE HIRER** must also be reported as soon as possible.

NOTICES / FLY POSTERS

24. **THE HIRER** must ensure nothing is affixed to the walls, internal or external, of the premises without the express permission of the Parish Council. Notices may only be placed on the public notice board by the Parish Council staff and subject to their acceptance.

25. **THE HIRER** shall not carry out, or permit, fly posting or any other form of unauthorised advertisement for any event taking place on the premises, and shall indemnify the Council accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

ANIMALS

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

SMOKING

27. **THE HIRER** shall ensure that smoking is not permitted in any part of the premises nor is the use of e-cigarettes. There is an area allocated for smoking outside the building (by the entrance porch, near the grit bin). Bucket with sand for extinguishing the cigarettes will be provided.

NOISE

28. THE HIRER shall ensure that the minimum of noise is made on arrival and departure, particularly late at night, bearing in mind that the premises are situated close to schools and houses.

COMPLIANCE WITH THE CHILDREN ACT

29. THE HIRER shall ensure that any activities for children under eighteen 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 Disclosure and Barring Service checks, have access to the children.

CANCELLATION

30. THE COUNCIL reserves the right to cancel any hiring in the event of the building being required for use as a Polling Station, for Council business, or for an emergency requiring use of the premises as a shelter for the victims (or potential victims) of flooding, snowstorm, fire, explosion or similar disaster. In that case **THE HIRER** shall be entitled to a refund of any deposit paid but the Parish Council shall not be liable to the HIRER for any resulting direct or indirect loss or damage whatsoever.

REFUSAL OF BOOKING

31. THE PARISH COUNCIL acting, through the Parish Clerk, reserves the right to refuse to accept any booking, to cancel any booking, or to impose special conditions in respect of any booking, without specification of reason.

UNFIT FOR USE

32. IN THE EVENT of the building or any part thereof, being rendered unfit for the use for which it has been hired, the Council shall not be liable to **THE HIRER** for any resulting loss or damage whatsoever.

UNNECESSARY EXPENDITURE

33. If the Caretaker is called out for any reason, i.e. lights left or doors left unlocked etc, **THE HIRER** will be charged a call out fee.

ACCESS

34. THE HIRER should note that a parking space for disabled persons is provided in the car park. In the interests of safety, vehicular access to the car park is not available for a short period during the school opening and closing times as displayed on the site entrance gates. Wheelchair access is available through the main entrance to the building and a toilet for the use of disabled persons is available via the main entrance lobby.