

Standard Conditions of Hire: LEICESTER FOREST EAST PARISH COUNCIL

These standard conditions apply to all hiring of the Parish Hall and a copy will be given to all Hirers. If the Hirer is in any doubt as to the meaning of the following, the Clerk should immediately be consulted.

1. Aged:

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.

2. 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 on the highway. As directed by the Clerk the Hirer shall make good or pay for all damage (including accident damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

The hirer agrees with the Parish Council to be present (by its authorized representative if appropriate) during the hiring and to comply fully with this hire agreement.

3. 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 nor allow the consumption of alcohol without written permission.

In the event that a function should finish before the due time, the Hirer will not leave the premises unattended. They must telephone the Premises Officer to advise that they wish to leave early.

The sale of Alcohol is not permitted at any event.

4. 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 cartilage 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 (a) any insurance excess incurred and (b) the difference between the amount of liability and the monies received under the insurance policy.

- (c) 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 Clerk. Failure to produce such a policy and evidence of cover will render the hiring void and enable the Clerk to rehire the premises to another Hirer.

The Parish Council is insured against any claims arising out of its **own** negligence.

5. 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.

6. Music Copyright Licensing:

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

The Hall does not have a license with the performing Right Society for the performance of copyright music from the Phonographic Performance Licence (PPL).

In order to hold a licensable activity on the premises or on part of the premises not covered by the hall's Premises Licence a Temporary Event Notice (TEN) will need to be given by the licensing authority. The hirer shall obtain the written consent of the Parish Council before giving the licensing authority a TEN. Failure to do so will result in cancellation of the event.

7. 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.

8. 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 Safe Guarding Vulnerable Act 2006 (or any Act that supersedes the above Acts 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*.

We will require copies of the CRB Checks and Child Protection Policies prior to any agreement to hire the premises.

9. 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 hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is provided or which is attended by children. The Hirer shall also comply with the hall's health and safety policy.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in the event of fire. This includes calling the Fire Brigade and evacuating the hall and that they have their own 'fire drill' in place.
- The location and use of fire equipment – a diagram of the location will be handed over when the booking form is completed.
- 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.
- Location of the first aid box.

(b) In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- 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 automatic mains failure switching device).

A diagram indicating the position of fire appliances is attached to this Agreement.

10. 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, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

11. 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.

12. Health & 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 not provided with a thermometer. **A copy of the Health & Hygiene Booklet can be downloaded from the Internet.**

13. 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. Where a residual circuit breaker is provided, the Hirer must make use of it in the interests of public safety. **A copy of the Electricity at Work Regulations 1989 can be downloaded from the Internet.**

14. Stored Equipment:

All equipment should be safely stored if left on site.

The Parish Council accepts no responsibility for any stored equipment or other property brought on to or left at the premises, 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 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.

15. 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 cause a fire.

16. 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 the Premises Officer or the Clerk **as soon as possible** and complete the relevant section in the Parish Hall's Accident Book, which is kept in the Kitchen.

Fire Shutters – Serving Hatches – Kitchen to Large Hall and Café Area – Upon the request of the Hirer the Fire Shutters will be raised by the Premises Officer/Temporary Premises Officer. Hirers should not open/close the Fire Shutters and should ensure that children are now allowed to climb under the Fire Shutters and the area beneath the Fire Shutter should be kept free of clutter. The Fire Shutters will automatically close if the Fire Alarm is sounded.

17. 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.

18. Heating:

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without prior consent of the Parish Council. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

Hirers using the hall are not allowed to use the thermostat control in the café area, this will be set by the Parish Council and the Caretaker.

19. 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.

20. 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 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.

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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. 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.

22. Cancellation:

If the Hirer wishes to cancel the booking before the date of the event and the Parish Council is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Parish Council. In the event of notification of a cancellation being made within 24 hours of hire, the Hirer shall pay 50% of the hiring costs. 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 condition, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place in 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 monies already paid, but the Parish Council will not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

23. End of hire:

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, all rubbish must be removed off the premises by the Hirer, any contents of the Parish Hall temporarily removed from their usual positions properly replaced, otherwise the Parish Council shall be at liberty to make an additional charge.

24. 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 i.e, walls, doors, windows, ceilings. Any Hirer who does not adhere to this condition must make good to the satisfaction of the Parish Council any damage caused to the premises.

25. Bouncing Castles:

These are not allowed inside the parish hall.

26. No rights:

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

27. Termination of Hiring Agreement:

This Hiring Agreement may be terminated with one month's calendar notice by both parties.

28. General Data Protection Register (GDPR) – I/We agree that Leicester Forest East Parish Council can keep my/our contact information data for an undisclosed time or until I/We request its removal.

29. Capacity:

Main Hall – 138 persons
Café Area – 20 persons
Reg Neal Meeting Room – 40 persons

30. None of the provisions of this agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this agreement.

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