**Stapeley Community Hall Hire Agreement – Regular Users**

Updated March 2024

# General conditions

1. The Client agrees to leave the Community Hall which includes the room hired, the toilets, passages and exterior, clean and free of litter and refuse.
2. Any loss or damage to fixtures, fittings or property of the Council must be reported to the Council as soon as reasonably possible. The Client agrees to pay to the Council the cost of any such loss or damage (fair wear and tear excepted).
3. The Client agrees to ensure that both he/she and all people in attendance at the Event during the Hire Period are considerate of the residents in the neighbourhood of the Community Hall and avoid making excessive noise. External doors and windows should remain closed when the Community Hall is being used for the performance or production of live or recorded music or where such music or any public address system is used in connection with any activity of the Client.
4. The Client undertakes to make certain that no more than the capacity shall be present in the Community Hall at the Event.
5. No alcohol may be bought or sold for consumption in or out of the Community Hall unless the Client has, with the consent of the Council, obtained a temporary licence from the relevant licensing authority. The Client will provide a copy of the licence to the Council and put a copy of the licence up on the main notice board in the Community Hall. The sale of alcohol at the Event must be supervised by a personal licence-holder and evidence of this licence must also be provided to the Council.
6. Theatrical smoke and fog machines used for special effect smoke, fog or haze shall not be permitted.
7. Client agrees to be bound by the Council's Health and Safety Policy. A copy of this policy is displayed on the main notice board and is also available from the Council on request.
8. The Client is solely responsible for the well-being and safety of Clients and occupiers of the Community Hall during the Hire Period under the terms of this agreement and will indemnify the Council for all loss and damage and personal injury arising from and during such use by the Client howsoever caused.
9. If the Client or anyone at the Community Hall for the Event during the Hire Period is found to be in serious breach of the terms of this agreement the Council reserves the right to terminate the use of the Community Hall forthwith.
10. The Client must provide the Council with notice of their intended usage over the next six months clearly indicating those dates for which they do not intend to use the hall.
11. The Client has the right to cancel regular usage of the hall by giving no less than four clear weeks' notice to the Council, and will not be charged for that booking. Failure to give this notice will result in the full charge being levied.
12. In the event that the Council is unable to provide the availability of the Community Hall under this agreement because of circumstances outside its control (for example but not limited to, flooding, fire, interruption of power supply or heating failure) the Council reserves the right to cancel and refund all monies paid under this agreement.

The Client acknowledges that the Council will not be responsible for any losses, financial or otherwise, which the Client may suffer as a result of cancellation in accordance with this clause.

# Special conditions

# Applicable to All Clients

The following special conditions have been agreed between the Council and the Client.

1. **Supervision**

   The Client shall, during the period of the hiring, be responsible for:

   supervision of the Community Hall, 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 Community Hall whatever their capacity. As directed by the Booking Officer, the Client shall make good or pay for all damage (including accidental damage) to the Community Hall or to the fixtures, fittings or contents and for loss of contents.

2. **Car Park**

   The Client is responsible for ensuring that vehicles are parked in an orderly way to avoid obstruction of other vehicles using the car park and the highway. Alcohol must not be consumed in the car park. The Council of the car will be responsible for any damage whatsoever by act of vandalism, theft, fire, flood or force of nature always.

   The car park is only to be used for the parking of cars and other vehicles and it is not permitted for activities in the hall to ‘overspill’ onto the outside area. The car park must be used for the sole purpose of attending the event being held in the hall.

3. **Use of the Community Hall**

   The Client shall not use the community hall for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the Community Hall or allow the Community Hall to be used for any unlawful purpose or in any unlawful way, nor do anything or bring onto the Community Hall anything which may endanger the same or render invalid any insurance policies in respect thereof.

4. **Licences**

   The Client shall be responsible for obtaining such licences as may be needed, e.g. Liquor licensing, Performing Rights Society and for the observance of same.

5. **Policies**

   The Client shall be responsible for ensuring that all appropriate policies applicable to their activities are in place. These shall include, but shall not be limited to:

   - Disclosure and Barring Service (DBS)
   - PREVENT (Personal Responsibility Values Education and Training)
   - Safeguarding

6. **Public Safety Compliance**

   The Client shall comply with all conditions and regulations made in respect of the Community Hall by the Fire Authority, Local Authority, the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is provided or which is attended by children. The Client must ensure that the Community Hall is not occupied by more than 60 persons at any time.

7. **Fire Precautions and Emergency Procedures**

   End of session checklist:

   - Search for smouldering fires and clear waste-paper
   - Check that heaters and the cooker are turned off
   - Remove tea-towels, etc. from radiators
   - Check that all electrical appliances are turned off and unplugged.
   - Turn out all lights not required for security purposes
   - Ensure that curtains are opened.
   - Close all internal doors.
   - Secure all windows and outside doors

8. **Health and Hygiene**

   The Client shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation. The Community Hall is provided with one small refrigerator, a cooker and a microwave oven.

9. **Gas and Electrical Appliance Safety**

   The Client shall ensure that all gas appliances and electrical equipment belonging to the Community Hall and any electrical equipment brought in by the Client are used safely in accordance with the Instructions. If electrical equipment is brought into the hall, there must be an appropriate certificate to evidence that the equipment has been subject to PAT (portable appliance testing).

10. **Accidents and Dangerous Occurrences**

    The Client must report all accidents involving injury to the public, to the Parish Council via the Parish Clerk or other named contact as soon as possible and complete the relevant section in the Community Hall's accident book. Any damage to community hall property or failure of equipment belonging to the community hall or brought in by the Client must be reported to the Parish Council as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Parish Clerk or other named contact will give assistance in this matter. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

11. **Drunk and Disorderly Behaviour**

    The Client shall ensure that in order to avoid disturbance to 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 or suspected of being under the age of 18. 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 Community Hall.

**12. Animals**

The Client shall ensure that no animals except guide dogs or other support dogs (eg 'Hearing' dogs) are brought into the Community Hall other than with prior permission from the Council. No animals are to enter the kitchen at any time.

**13. Compliance with The Children Act 1989**

The Client shall ensure that any activities for children under eight years of age, which are not private functions, 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 (DBS) checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Client shall provide the Parish Council with a copy of its Child Protection Policy on request.

**14. Flyposting**

The Client shall not carry out or permit flyposting or any other form of unauthorised advertisements for any event taking place at the Community Hall, if such flyposting and advertisements are displayed within the curtilage of the community hall and shall indemnify and keep indemnified each member of the Parish Council 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.

All notices and advertisements must be displayed with prior permission from the Parish Council and in the following manner:

1. Any display within the hall must not be visible from outside

2. All displays outside the main hall must be on the notice board on the inside wall.

3. Notices advertising regular Clients' activities can be displayed in the noticeboard at the drive-way entrance to the community hall, by arrangement with the Clerk.

**15. Noise**

All noise must be kept to a minimum. (Note: for events where recorded or live music is used, windows and doors of the building should remain closed for the duration of the hire period to avoid noise emanating from the building.)

**16. Stored Equipment**

There are no storage facilities in the community hall; however, the Parish Council, at its discretion and for the time being, allows regular Clients to store equipment in the male toilets/shower room, but accepts no responsibility for any stored equipment or other property brought into or left at the Community Hall, and all liability for loss or damage is hereby excluded. Equipment must be stored neatly and be in a clearly labelled container. Failure to store equipment in the required manner may result in the equipment being removed form the hall.

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.

**17. No Alterations**

No alterations or additions may be made to the Community Hall nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the Community Hall.

**18. No Rights**

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

**19. Booking Administration**

a. Payment for Hire

Full payment is required within 28 days of issue of the invoice.

Termination of the agreement: Failure to pay can result in the hire arrangement being terminated without notice.

Invoices for hire will be issued on a regular basis and will be issued by e-mail. Payment should be made direct into the Parish Council's bank account, as indicated on the invoice.

b. Regular Hire

For any regular hire period the Parish Council may, subject to eight weeks' notice to the Client, suspend the hire on an occasional basis in order to allow other organisations, which might otherwise be prohibited from using the Hall, to hire the Hall for a specific event. In any of the circumstances described above, the Parish Council undertakes to refund to the regular Client any hire fees relating to the cancelled period(s) of hire, but no further monies will be paid for any actual or presumed loss of profit or for any other cause.

Clients are required to give the Council a minimum of four weeks' notice either of occasional cancellation, or termination of the Hiring Agreement.

The hall is primarily a community asset. On occasions when the hall is unavailable because of an emergency; for example, a breakdown of the central heating, the Parish Council shall not be liable for the loss of income incurred by hall Clients. However, any payment for hire, already made, will be refunded.

c. Hire Period

All regular hirers will be issued with a key to the Community Hall.

The hiring period shall be between the times specified by the Client. The hire charge is £15 per hour.

There is a 15minute allowance for setting up and the clearing down before and after each hire and to allow the vacating of the car park. If Clients require longer set up and clear down times, these must be booked and paid for, at the rate of £7.50 per half hour.

The Client is responsible for making sure that the Community Hall is not left unattended and/or unsecured at any time during, or at the end of the hire period. Clients will not be allowed access to the Hall before the hire start unless by prior arrangement with the Parish Clerk or other named contact. Adequate time should be allowed at the end of events to ensure that the Community Hall is vacated at or before the end of the hire period, so as not to interfere with the needs of other Clients and in the case of evening events, to ensure that disturbance to neighbouring properties is minimised.

The Client shall be responsible for placing all waste in to waste bags (to be provided by the Client). These are to be disposed of in the industrial waste bin located at the side of the Community Hall, ensuring that the lid can still be closed, any excess waste must be removed by the client.

The Hall must be left in a clean and tidy condition at the end of the hire period, failing which an additional charge may be imposed to cover the cost of clean-up.

There is **strictly no smoking** or vaping within the hall and grounds.

**20. Insurance and Indemnity**

(a) The Client shall be liable for:

(i) The cost of repair of any damage (including accidental and malicious damage) done to any part of the Community Hall including the curtilage thereof or the contents of the Community Hall.

(ii) All claims, losses, damages and costs made against the Parish Council, its employees, volunteers, agents or invitees in respect of the damage or loss of property or injury to persons arising as a result of the use of the Community Hall (including the storage of equipment) by the Client; and

(iii) All claims, losses, damages and costs made against or incurred by the Parish Council, its employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the Community Hall by the Client, and subject to sub- clause (b), the Client shall indemnify and keep indemnified accordingly each member of the Parish Council, its employees, volunteers, agents and invitees against such liabilities.

(b) The Parish Council shall take out adequate insurance to insure the liabilities described in sub-clause (a) (i) above and may, at its discretion and in the case of non-commercial Clients, 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 Client hereunder, but the Client 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 the liability and the monies received under the insurance policy.

(c) Where the Parish Council does not insure the liabilities described in sub-clause (a) (ii) and (iii) above, the Client 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 Community Hall Bookings Clerk. (the Parish Clerk or other named contact ). Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Booking Officer to rehire the Community Hall to another Client.

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

**21. Cancellation**

The Parish Council reserves the right to cancel a hiring by written notice to the Client in the event of:

(a) the Community Hall 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 Community Hall as a result of this hiring.

(c) the Community Hall becoming unfit or unsafe for the use intended by the Client;

(d) an emergency requiring use of the Community Hall 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 Client shall be entitled to a refund of payment, but the Parish Council shall not be liable to the Client for any resulting direct or indirect loss or damages whatsoever.

**HIRER'S NAME:**_____

**HIRER'S ORGANISAION:**_____

**HIRER'S SIGNATURE:**_____

**DATE:**_____