

# **HYPHE AND DIBDEN PARISH COUNCIL**

## **Terms and Conditions for the use of The Parish Hall, West Street, Hythe**

### **1 Definitions**

- 1.1 "Conditions" means these booking conditions, which shall form part of the contract between the Council and the Hirer.
- 1.2 "Council" means the Hythe and Dibden Parish Council and includes its successors in title.
- 1.3 "Due Date" means 28 days prior to the date of the hire of the Hall.
- 1.4 "Event" means the purpose for which the Parish Hall has been booked.
- 1.5 "Hirer" means the company, the representative of the Organisation or individual booking the Hall who pays any fees due under clause 2 below. This booking is personal to the Hirer and he may not transfer or sublet this consent to any other person.
- 1.6 "The Clerk" means the "The Clerk to the Council" or his duly authorised officer.

### **2. Payment**

- 2.1 Payment of all fees and charges must be made in full prior to the Due Date. If payment is not received the Council shall have the right to cancel the booking immediately.
- 2.2 Commercial bookings will be charged the hire fee plus 25%.

### **3 Deposit**

A deposit of £50.00 (£150 for parties/dances or similar events) is payable on all bookings and will be banked at the time of payment. The deposit is payable at the time of booking and will be forfeited in the event of any damage or loss to the Parish Hall (or loss of keys etc.) or held as part payment of any necessary making good.

The Hirer will be liable for the full costs of any internal or external damage, so should this exceed the deposit the Council will issue an account.

Providing there is no damage or loss to the Parish Hall, the deposit will be refunded to the Payee by cheque or bank transfer within two weeks after the event date.

### **4. Refusal of Booking and Cancellation**

- 4.1 The Council reserves the right to refuse any application for the hiring of the Parish Hall without being required to give any reason for such refusal.
- 4.2 The Council reserves the right to withdraw permission to use the Parish Hall. However, the Council will repay any deposits paid on cancelling a hiring but

shall be under no liability for expense incurred or loss sustained by the Hirer as a result of the cancellation.

- 4.3 Due to the hall's close proximity to a residential area, bookings during which amplified music is used will **NOT** be accepted on a Sunday unless prior written consent is obtained from the Council.
- 4.4 Cancellation of a booking by the Hirer must be in writing and the effective date will be the receipt of such information by The Clerk.
- 4.5 On cancellation of the booking the Hirer shall be liable to the Council for the whole of the hire charge together with any additional expenses incurred by the Council subject to the discretionary power of The Clerk to vary this provision in appropriate cases.

In the event of a cancelled booking, by the hirer, the deposit will only be refunded if at least 28 days notice is given in writing. The hiring fee will be refunded only if at least 14 days notice is given in writing.

- 4.6 Hirers who do not take up their commitment for any reason or fail to notify The Clerk in writing of cancellation shall forfeit any hire charge paid and shall be liable to the Council for the whole of the hire charge together with any additional expenses incurred by the Council.
- 4.7 Substitution and amendments of the nature of the booking must be notified in writing to The Clerk who reserves the right either to cancel the booking or amend the hire fee as he/she considers appropriate. In the event of such cancellation, the Hirer shall be liable as stated in Clauses 4.4 and 4.5 above.
- 4.8 The Council accepts no responsibility for the non-arrival by the Due Date of application forms remittances or cancellations.

## 5 Emergencies

The Council shall have the right to cancel any booking forthwith in the event that the Parish Hall is affected by an emergency of any kind. The Council will consider refunding part or all of any fees and charges paid and the amount shall be at the Council's sole discretion.

## 6 Use of the Parish Hall

- 6.1 The premises will only be available for the times booked and **must be** vacated by the time stated. The normal times for lettings are as follows and will only be amended provided prior arrangement is made at the time of booking: -

Morning Session:	9.00 am – 12.00 noon
Afternoon Session:	2.00 pm – 5.00 pm
Evening Session:	7.00 pm – 10.30 pm (11.30 pm on Fridays and Saturdays 10.00 pm on Sundays)

All bookings must finish in time to allow the Hirer to vacate the premises by the time agreed when the booking is made.

- 6.2 The land to the rear is not available and must not be used for any function by the Hirer.

6.3 Arrangements concerning the opening up of the Hall and kitchen for any preparations prior to the booking and all other enquiries and arrangements must be made with the Clerk to the Council.

6.4 The maximum capacity, which must not be exceeded, is:

Weddings, Parties, Dances etc. using the tables	100
Seating – Theatre style	150
Dances without tables and chairs i.e. standing	200

6.5 In the case of private teenage discos and private parties, at least one responsible adult over 25 years of age for every 25 persons attending must be present at all times and in the areas used by the Public. The following additional conditions apply for discos and similar events where tickets are sold or there is public admittance: -

There must be –

6.5.1 One supervisor in the main hall, for every 15 youths with a minimum of six supervisors in the main hall.

6.5.2 Two supervisors at the entrance door.

6.5.3 Two supervisors in the corridor outside of the toilets with regular, frequent, inspections of toilets.

6.5.4 In accordance with current legislation no smoking is permitted in the building (including the D.J. and any helpers).

6.5.5 No alcohol is permitted in the building and regular patrols must be undertaken in the immediate vicinity to ensure that those given "pass-outs" do not drink from hidden sources.

6.5.6 No admittance to anyone who has been drinking.

6.5.7. No chewing gum, bubble gum or similar to be available.

6.5.8 No access is permitted to rear corridor behind the stage.

6.5.9 The maximum of pass-outs to be issued is 25.

6.5.10 The maximum number is 150 to include stewards/supervisors, DJ, etc.

6.5.11 After the disco the Hirer is responsible for a general clean and tidy up including toilets and the removal of any chewing gum etc.

**NOTE** Youth means all those attending the function other than supervisors.

6.6 The Hirer will be held responsible for any damage caused to the premises, including any furniture, fittings and the grounds. The Hirer is also responsible for setting out furniture as required. After the function the Hirer is responsible for

a) Sweeping the floor of the main hall;

b) Stacking the chairs;

- c) Washing up and putting away any kitchen equipment belonging to the Council which has been used;
  - d) Clearing away food, own cutlery, crockery etc. and removing same from the building (black sacks will be supplied by the Caretaker).
- 6.7 The Hirer must agree with the Caretaker before and after the booking the standard of cleanliness. Because bookings can be consecutive it is important that the Hirer should leave the premises in the same condition as he or she would expect to find it. Should this not be the case and additional cleaning or repairs are required the Hirer will be liable.
- 6.8 Deposits will only be refunded if no damage or uncleanliness occurs and times booked are adhered to. The Hirer will be liable for additional charges if an excessive amount of time is required to clean the Hall after any booking, or if the cost of repairing any damage is greater than the deposit.
- 6.9 To avoid damage to floor, stiletto type heels are not permitted.
- 6.10 The stage curtains will be kept open unless otherwise requested by Hirers. They must not be interfered with in any way.
- 6.11 Under no circumstances must any alterations or additions be made to any of the electrical systems.
- 6.12 Hirers are asked to give due consideration to residents opposite the building by keeping down the level of any amplified music and by not leaving the fire exit doors open when such music is being played in the Hall.
- 6.13 Smoking is **not** allowed on Council premises..

## 7. **Bouncy Castles**

The use of a Bouncy Castle by a Hirer at the Hall will only be permitted with prior permission from the Council and if the following conditions are observed:

- 7.1 The name and address of the company supplying the equipment must be provided to the Council.
- 7.2 Proof of public liability insurance from the company supplying the equipment must be provided to the Council.
- 7.3 A completed Risk Assessment for the Bouncy Castle event must be provided to the Council.
- 7.4 A relevant Portable Appliance Test Certificate (PAT Certificate) of the equipment to be used must be provided to the Council.

## 8. **Drinks/Bar**

- 8.1 If a bar is required for the sale of alcoholic drinks, then certain procedures need to be followed:-

The Hirer must acquire a Temporary Event Notice from New Forest District Council. The appropriate forms can be accessed from the New Forest District Council website. Full instructions will be with the forms. Two copies will need to be sent back to New Forest District Council and one copy to the Police. A minimum of ten working days, excluding weekends and Bank holidays, must be allowed for. The Parish Council must have a copy of the Temporary Event Notice for its records before the booking/event commences.

- 8.2 The Hirer must ensure that no bottles or glasses are removed from the premises.
- 8.3 The Hirer must ensure that toughened glass is used in respect of pint and half pint glasses within the premises.
- 8.4 Customers must not be served drinks in bottles. In every case the drink will be poured into appropriate vessels by the bar staff. Permission to waive this clause may be granted under certain circumstances by applying, in writing, to the Clerk.

## 9. **Car Parking**

Parking at the Parish Hall is restricted to 40 vehicles in the evenings and at weekends. It is regretted that there are only 12 parking facilities during the daytime, Mondays to Fridays. The nearest public car park is off Jones Lane, near the rear of the Hall.

## 10. **Exhibitions, Demonstrations, Performance etc**

- 10.1 No exhibition, demonstration or performance of hypnotism, mesmerism or any similar act may be given without the written consent of the New Forest District Council.
- 10.2 An application to the New Forest District Council for consent must be in writing and signed by the applicant or his agent and must be made not less than 28 days in advance of the performance concerned. This period may be reduced in some cases and in the case of a hypnotist who has performed at the same venue within the last three years without any problems occurring. The New Forest District Council will normally respond within 7 – 14 days; less where the hypnotist has previously performed at the same venue.
- 10.3 No entertainment involving special effects (e.g. pyrotechnics, real flames, smoke machines, firearms, strobe lighting, foam parties, lasers etc.) or any sporting event involving **SPECIAL RISKS OR DANGER** may take place without the written consent of the New Forest District Council. Applications must be made to the New Forest District Council in writing, not less than 28 days before the event and additional conditions will apply.

## 11 **Right of Entry**

- 11.1 Authorised Council Officers or Members shall be permitted entry to the Parish Hall at all times during the period of hire.
- 11.2 The Council reserves the right to refuse admission to, or evict any person from, the Parish Hall.

## 12 **Assignment**

The booking shall be personal to the Hirer and the right to use the Parish Hall shall not be sublet, assigned or otherwise transferred; the Hirer shall not assign the benefit or burden of any part of the Agreement, or sublet or subcontract any part of the facility without the prior written consent of the Council.

**13 Prohibition**

The Hirer shall not stage or engage in any activities that might be deemed to be ancillary to the main purpose of the booking, e.g. catering, stalls, raffles, and any other fund raising/income earning activities without the prior written consent of the Council.

**14 Advertisements**

14.1 No advertising material may be issued nor tickets sold until such times as a binding agreement to hire has been made on payment of the hire charge.

14.2 Any contravention of the Town and Country Planning (Control of Advertisements) Regulations 1992 or any amendments or variation thereto may be deemed a reason for the cancellation of a hiring or series of hiring. If there shall be any contravention of these requirements, howsoever, wheresoever, and by whomsoever caused, permitted or made then the Hirer shall reimburse or refund to the Council the cost of removing any such unauthorised or illicit advertisements or advertising material.

**15 Fly Posting**

No advertising material is to be displayed anywhere on the Parish Hall or elsewhere in the Parish unless it conforms to the permitted displays authorised by the Town and Country Planning (Control of Advertisement) Regulations 1992.

**16 Release of Helium Balloons and Chinese Lanterns**

The release of helium balloons and Chinese lanterns is **NOT PERMITTED** on any land owned by Hythe and Dibden Parish Council.

**17 Permits and Licences**

17.1 The Hirer shall ensure that any licence, permit or other consent, which may be required, is obtained, whether from the Council or otherwise, before the hire date and shall, where requested, produce to the Council on demand copies of such licence, permit or consent. If any such licence, permit or consent has not been obtained, the Council reserves the right to cancel the booking forthwith.

17.2 Nothing shall be done by the Hirer that shall or may contravene the terms and conditions of any licence (e.g. Public Entertainments Licence), permit and/or licences or consent issued in respect of the Venue.

**18 Health and Safety**

18.1 The Hirer agrees to undertake a risk assessment (The Council may request a copy) for the event to be held in the Parish Hall and is to ensure that all participants and contractors comply with all relevant Health and Safety legislation or any other guidelines, relevant thereto at all times during the use of Hall and while preparing and clearing the Hall.

18.2 The Hirer agrees to ensure that all participants and contractors are familiar with the evacuation procedures in the event of an emergency.

18.3 First Aid facilities must be provided by the Hirer.

18.4 All gangways, corridors exits must be kept free of obstructions.

## **19 Indemnity and Insurance**

- 19.1 The Council is not responsible and will not accept liability for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s) sustained by any person in the Parish Hall
- 19.2 The Hirer is responsible for all safety aspects during the period of the booking of the Parish Hall and must accept liability for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s) sustained by any person(s) in the Parish Hall.
- 19.3 The Hirer agrees to indemnify the Council against all claims, actions, demands, proceedings, cost or awards in respect of any loss, damage, injury or death to persons or property engaged by or assisting the Hirer.
- 19.4 The Hirer agrees to take out Public Liability Insurance Cover or Third Party Risks (including products liability where appropriate) for a minimum of £2 million (two million pounds) and produce evidence of such insurance.
- 19.5 The Hirer will be required to produce evidence of the existence of Public Liability Insurance at such level as required by the Council in respect of any exhibitor, entertainer, sub contractor, caterer which the Hirer has instructed or authorised to appear at the Parish Hall.
- 19.6 Failure to provide proof of insurance cover as required under clauses 17.4 and 17.5 prior to the Due Date will lead to cancellation of the Event.
- 19.7 In the case of Occasional Bookings, where the hirer does not have Public Liability Insurance, an additional administration charge will apply.

## **20 Catering**

- 20.1 Please ensure that the kitchen area and equipment is left in a clean and tidy condition. Please inform the Caretaker if you find any equipment that is not functional.
- 20.2 A limited amount of crockery is provided but there is no cutlery. It is advised that you check your requirements prior to your booking.
- 20.3 If you provide food as part of your business or voluntary work then you are required to comply with the food safety legislation.

The responsibility for ensuring that the structure, fittings and equipment of the hall and their cleanliness comply with the law is your responsibility, not the Council's.

It is advisable, therefore, to check, prior to hiring, that it will comply with the standards required for your business or voluntary work.

**NB** If you are unsure whether your food provision comes within the scope of the law, please contact your Environmental Health Technician for advice (02380 285680). Types of activities, which are included, are: VOLUNTARILY RUN LUNCH CLUBS, PLAYGROUPS, CRÈCHES AND SPORTS CLUB TEAS.

If you chose to employ professional caterers for your event you should ensure the following:-

- 20.4 All caterers at the event must comply fully with the requirements of the Food Safety Act 1990 and the Food Safety (General Food Hygiene) Regulations

1995 and any amendments thereto and comply with all instructions given by the Environmental Health Officer.

20.5 All caterers at the event should be Members of the Mobile and Outside Caterers Association (Great Britain) Ltd (MOCA).

**21 Traders**

No commercial traders will be permitted to trade at the Parish Hall without the prior written consent of the Council.

**22 Collections or Lotteries**

No collections, games of chance, sweep stakes; lotteries or betting of any kind may be conducted at the Parish Hall without the prior written consent of the Council.

**23 Property not Removed**

The Council may remove and store any property that is left by the Hirer in the Parish Hall after the period of hire. The Hirer shall repay to the Council on demand the costs of such removal and storage. The Council shall not be held responsible for any damage to or theft of property by or during its removal or storage. The Council is entitled to dispose of, in such a manner as it thinks fit, any property left at the Parish Hall as a result of the hiring and not claimed within 28 days.

**24 Variations to Agreement**

The Council reserves the right to vary the conditions of the agreement between the Council and the Hirer at any time on 7 days notice. Any variations so made shall be deemed to be incorporated in these Conditions. The Hirer may, within 7 days of receipt of such notice, terminate this agreement.

**25 Acceptance of the Terms and Conditions for the use of The Parish Hall**

Receipt of the deposit and/or the hire fee confirms that the hirer agrees to be bound by the Conditions.