

# CALVERTON PARISH COUNCIL

## CALVERTON VILLAGE HALL

William Lee Memorial Park  
Park Road, Calverton, Nottingham NG14 6SA

### Terms & Conditions of Hire

These Terms and Conditions of Hire apply to all bookings of the Village Hall. The Village Hall comprises a Main Hall (with stage) and a Meeting Room all supported by kitchen and toilet facilities. A booking of the Main Hall or Meeting Room will include use of the kitchen. Where both the Main Hall and the Meeting room are subject to separate concurrent bookings, the kitchen facility will be allocated to the Main Hall booking unless alternative arrangements are agreed.

If the Hirer is in any doubt as to the meaning of any of the following terms & conditions of hire, please contact the Parish Council Office as follows:

- By telephone on: 0115 965 4560
- By email at: [clerk2thecouncil@btconnect.com](mailto:clerk2thecouncil@btconnect.com)
- By letter to: Clerk to the Council, Calverton Parish Council, Council Room, Main Street, Calverton, Nottingham NG14 6FG.

#### **Definitions**

**“Premises”** shall from hereafter include the main hall and/or meeting room, the kitchen, the toilets and foyer areas, the outside grounds and Car Park area.

**“Hirer”** shall mean an individual or, where the Hirer is an organisation, the authorised representative of the organisation.

**“Hire Fee”** shall be the total fee for hire of the premises and any additional fee for hire of equipment or services based on the Schedule of Fees & Charges in operation at the time of confirmation of booking or as agreed with the Clerk to the Council.

**“Bond”** shall be the amount set out in the Schedule of Fees & Charges in operation at the time of confirmation of booking or as agreed with the Clerk to the Council and shall take the form of a cheque payable to *Calverton Parish Council*.

#### **Bookings**

A Hirer must be aged 18 years or over. Any person making a booking on behalf of someone younger than 18 years old must be aware of the responsibilities for which they will be liable as hirer.

Bookings may be for a single event or on a periodic basis. Periodic bookings shall be limited to:

- 2 if on an annual basis (ie 1 per year);
- 6 if on a monthly basis (ie 1 per month);
- 13 if on a weekly basis (ie 1 per week); and
- 5 if on any other basis provided that none extend to more than 15 months from the time of booking.

**Bookings (subject to availability) will only be confirmed on receipt of the following by the Clerk to the Council or their authorised representative at least 5 days prior to the proposed booking:**

- A signed copy of the Agreement to Hire Form.
- Full payment of the Bond (if any) as shown on the Agreement to Hire Form.
- Full payment of the Hire Fee as shown on the Agreement to Hire Form.
- A stamped addressed envelope (allowing for the return of the Bond)

## Bond

A total refund of the Bond will be returned to the Hirer, once the premises have been inspected and it is deemed that:

- no damage or loss has been caused to the Premises or its fixtures, fittings and equipment;
- the Premises have been left in a clean and tidy condition; and
- no further expense will be incurred by the Parish Council as a direct result of the booking.

Where inspection identifies that, as a direct result of the booking, damage or loss has been caused, by whatever means, and/or additional clearance, cleaning, or expense is necessitated, the Bond will be forfeit. The full cost of any resultant repairs, replacements, maintenance, clearance and/or cleaning will be deducted from the Bond, if sufficient, and any balance returned to the Hirer. Should the Bond be insufficient to cover the full additional costs above, the Parish Council will invoice the Hirer for the balance due.

## Hirer's Responsibilities

### 1 Supervision

The Hirer shall, during the period of hire, be responsible for:

- supervision of the premises and equipment;
- care of the premises' fabric and contents;
- ensuring safety from damage however slight or change of any sort;
- control of access to the premises;
- proper supervision of vehicular access/egress and car parking arrangements (especially so as to avoid obstruction of the highway);
- the behaviour of all persons using the premises (abusive, aggressive and/or violent behaviour will not be tolerated); and
- the health & safety of all persons using the premises and its associated equipment and facilities

The maximum capacity of the premises which shall not be exceeded is:

- 120 people seated around tables;
- 200 people seated in rows;
- 250 people unseated

**The Hirer shall be liable to pay the Parish Council for all damage (including accidental damage) and/or loss to the premises or to the fixtures, fittings, equipment or contents and for any loss of contents. The Hirer shall be liable for all costs due to any third party as a result of any action or inaction occurring on the premises during the period of hire.**

The Parish Council will hold a complete inventory which can be inspected at any time by the Hirer, of all known damage; this inventory will also include the Equipment, Contents, fixtures and fittings of the Premises.

Any spillages or marks on the hall floor must be addressed as soon as possible to prevent serious damage. Skateboards, scooters, rollerblades and the like must not be used inside the Village Hall or on the paved areas immediately around the building.

### 2 Use of Premises

The Hirer shall not use the Premises for any purpose other than that described in the Agreement to Hire form as signed by the Hirer, and shall not sub-let or use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring anything onto the Premises which may endanger the same or render any insurance cover in respect of the premises or its use invalid nor allow the consumption of alcohol thereon without written permission and, where necessary, appropriate licencing.

### 3 Indemnity

The Hirer shall indemnify and keep indemnified the Parish Council and its employees, volunteers, agents and invitees against:

- (a) The cost of repair of any damage done to any part of the Premises including the structure thereof or the contents of the Premises; and
- (b) All claims 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 or goods) by the Hirer.

The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover, to the Clerk to the Council. Failure to produce such policy and evidence of cover will render the hiring void and enable the Parish Council to re-hire the premises to another Hirer.

**However, the Hirer may personally accept all the responsibility of the risks as an alternative to taking out suitable insurance by signing the relevant section within the Agreement to Hire form.**

(The Premises are insured against any claims arising out of the negligence of the Parish Council or its employees, agents or invitees)

### 4 Hirer's Equipment and Property

The Parish Council accepts no responsibility for any equipment or other property brought on to or left at the Premises, and all liability for loss and/or damage is hereby excluded. All equipment and other property must be removed at the end of each hiring or fees will be charged for each day or part of a day at the relevant Hire Fee until such equipment and/or property is removed.

The Parish Council may, at its discretion, agree to the storing of Hirer's equipment and/or property in exchange for an appropriate and agreed fee. **Where Hirer's equipment and/or property is stored without agreement and payment of an agreed storage fee, or beyond an agreed and paid for storage period, the Parish Council reserves the right to dispose of such equipment and/or property 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 equipment and/or property.**

### 5 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 the prior written approval of the Clerk to the Council or authorised representative. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of the Parish Council remain in the premises at the end of the hiring and become the property of the Parish Council or be removed by the Hirer who must make good to the satisfaction of the Parish Council any damage, however slight, caused to the Premises by such removal.

### 6 Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public (whether invitees or otherwise) to the Clerk to the Council as soon as possible. Certain types of accident or injury must be reported to the relevant local authority. The Clerk to the Council will give assistance in completing the report in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995, (RIDDOR).

Any failure of the Premises and/or its equipment, fixtures, fittings or contents must also be reported to the Clerk to the Council as soon as possible.

## **7 Licencing**

The Parish Council holds a Premises Licence for the provision of certain regulated entertainment on the Premises.

The Parish Council **does not** hold a licence to allow the sale or other supply of alcohol on the premises. The Hirer shall be responsible for obtaining such licences as may be needed, whether for the sale or supply of intoxicating liquor, in respect of consumption on the premises.

Prospective Hirers seeking to sell or supply alcohol as part of their hire are advised to seek independent advice as to the process, timescales and likelihood of securing appropriate licencing well ahead of an event requiring such licencing. Likewise, prospective Hirers considering the provision of regulated entertainment not covered by the Parish Council's Premises Licence should take steps to ensure that any required Temporary Event Notice is in place in time for the planned event.

## **8 Playing of Live and/or Recorded Music**

Certain bookings involving the playing of live and/or recorded music will require appropriate licencing with **PRS for Music** (Performing Rights Society) and **PPL** (Public Performance Licencing) to ensure that those involved in producing music receive appropriate recognition and payment for their contributions.

Some events, such as family parties, receptions, christenings or wakes and rehearsals, will not require a licence. However, events playing live and/or recorded music, such as dances, discos, dance/exercise classes, theatrical performances and the like, regardless of whether or not entrance fees are charged, will usually require licences from both *PRS for Music* and *PPL*.

### PRS for Music

The Parish Council are required to licence the premises for the playing of live and/or recorded music with *PRS for Music* based on the particular activities being undertaken. The Hirer will be charged for the actual or estimated licence fee plus VAT on top of any Hire Fee for the premises.

### PPL

Hirers are required to obtain the appropriate licence for their intended activity. It is a condition of the hire of the premises that the Hirer establishes the need for a licence from PPL and obtains the appropriate licence as necessary. The Hirer undertakes to indemnify the Parish Council against any action or loss due to the Hirer's failure to obtain appropriate licencing from PPL.

## **9 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.

## **10 Food Health and Hygiene**

The Hirer shall, if preparing, serving or selling food, ensure that he/she is aware of, observes and is compliant with all relevant Food Health and Hygiene Legislation and Regulations.

**Deep fat frying (including the use of chip pans) is not allowed on the premises.**

## **11 Electrical Appliance Safety**

The Hirer shall ensure that any electrical appliances brought by them to the Premises and used there shall be safe and in good working order, and used in a safe manner. The Parish Council reserves the right to examine the required certification issued by a competent Person or Company in respect of the testing of any such electrical appliances or equipment.

## **12 Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, and the Local Magistrate's Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment.

The Hirer shall be the Responsible Person as regards fire safety and is required to familiarise him/herself with those responsibilities especially as regards responding to a fire alarm and evacuating the building. **Hirers should be aware that the two fire exits from the Main Hall to the frontage of the building are not level access exits and as such are unsuitable for unaided wheelchair users and/or people with visual and/or ambulant impairment.**

A fire-risk assessment for the known hazards has been carried out by the Parish Council. The introduction of a new fire risk by the Hirer, either as a source of ignition e.g. lighting of candles, or as new flammable materials e.g. solvents, paper hangings, etc. must be accompanied by a risk assessment carried out by the Hirer.

## **13 Compliance with Legislation Designed for the Protection of Children**

The Hirer shall ensure that any activities for children comply with all relevant legal provisions and that only fit and proper persons have access to children. (The Hirer will be expected to have made themselves aware of the liabilities under relevant legislation).

Children are not allowed in the kitchen area.

## **14 Compliance with the Health Legislation and Prohibition of Smoking in Public Places**

**Smoking is not permitted throughout the Premises.**

The Hirer shall ensure that all persons at the premises during the period of hire comply with the prohibition of smoking in public places provisions of relevant Health legislation and regulations made thereunder. Any person who breaches this provision shall be asked to leave the Premises. (The Hirer will be expected to have made themselves aware of the liabilities stated in relevant legislation).

**Hirers should be aware that the exterior of the buildings are monitored by CCTV.**

## **15 Animals**

The Hirer shall ensure that no animals (including birds) except working guide dogs are brought into the premises, other than for a special event agreed to by the Clerk to the Council. No animals whatsoever are to enter the Kitchen at any time.

## **16 Sale of Goods**

The Hirer shall, if selling goods on the Premises, comply with relevant Trading legislation and any relevant 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 any discounts offered are based only on Manufacturers' Recommended Retail Prices. (The Hirer will be expected to have made themselves aware of the liabilities stated in relevant legislation).

## **17 Noise**

The Hirer shall ensure that the minimum level of noise is made on arrival, during the Hire period and departure, particularly late at night and early in the morning. Hirers must respect the proximity of residents living near to the Premises and noise, especially music, emanating from the Premises during a period of hire should be reduced to the minimum level suitable for the purpose of hire.

At the end of hire, especially late at night, the Hirer must ensure that users leave the Premises quickly and as quietly as possible paying particular attention to voices, loading, vehicle doors and engine noise when outside the buildings.

**Hirers should be aware that the exterior of the buildings are monitored by CCTV.**

## **18 The right to enter**

Any Parish Council representative, up to a maximum of 5, has the right to enter any part of the Premises at any time other than during events falling under the provisions of legislation designed for the protection of children.

## **19 End of Hire Period**

The Hirer is responsible for leaving the Premises in a suitable condition for subsequent hire or as found i.e. the Premises and surrounding area are left in a clean and tidy condition, properly locked and secured (unless directed otherwise by the Clerk to the Council or authorised representative) and any contents temporarily removed from their usual positions properly replaced, otherwise the Parish Council shall be at liberty to make an additional charge.

## **20 Cancellation**

If the Hirer wishes to cancel a confirmed booking more than 10 days before the date of hire no fee will be due. If the Hirer wishes to cancel a confirmed booking less than 10 days but more than 5 days before the date of hire 25% of the full Hire Fee will be due. If the Hirer wishes to cancel a confirmed booking 5 days or less before the date of hire the full Hire Fee will be due. Where the Hire Fee has been paid any overpayment will be returned.

The Parish Council reserves the right to cancel any booking by written notice and full refund of any Hire Fee paid to the Hirer in the event of:

- (a) The Premises being required for use as a Polling Station;
- (b) The Parish Council reasonably considers that such hiring might lead to a breach of licensing conditions and/or these Terms & Conditions of Hire.
- (c) The Premises becoming unfit for the use intended by the Hirer.

## **21 No Rights**

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

## **22 Payment of Hire Fees**

Payment can be made by cash or cheque only. Cheques should be made payable to "Calverton Parish Council".

## 23 CCTV

Calverton Village Hall is covered by CCTV to support the provision of a safe and secure environment for those who own or might hire, visit or work at the village hall and its immediate environment. The system is operated in accordance with a protocol agreed by Calverton Parish Council which is available on the Council's website.

### **Access Arrangements**

The Premises Caretaker will meet the Hirer at the Premises at the time of hire. The Caretaker will open the premises, explain key points on the use of the premises as necessary (e.g. heating controls, kitchen equipment; stage controls including PA system and lighting; access to tables & chairs; access to cleaning equipment; disposal of waste), explain any relevant emergency and/or reporting procedures, provide keys relevant to the booking and answer any questions the Hirer may have. The Caretaker will assist where reasonably possible with setting up the Premises for the hire, however, the Hirer should be aware that this is primarily their own responsibility and should allow adequate time within the period of hire for this.

The Caretaker will generally return at least 15 minutes before the end of the period of hire to ensure that the Premises are left in a suitable condition and that the period of hire ends as scheduled. The Caretaker will receive the keys from the Hirer and take responsibility for securing the Premises after the Hirer and all users have left the Premises. The Caretaker will assist with clearing and tidying the Premises where reasonably possible, however, the Hirer should be aware that this is primarily their own responsibility and should allow adequate time within the period of hire for this.

Alternative access arrangements may be agreed where the Parish Council is satisfied that the Hirer is competent and experienced in the processes and systems of accessing, using and securing the Premises.