

# TILEHURST PARISH COUNCIL

## STANDARD CONDITIONS OF HIRE

### CALCOT HALL/COMMITTEE ROOM/CORNWELL CENTRE/TURNHAMS FARM HALL

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

1. The HIRER will, during the period of hiring, be responsible for the 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 of the highway.
2. The HIRER shall not sub-hire or use the premises for any purpose other than that described in the booking form and shall not hire or use the premises for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or any insurance policies in respect thereof **nor allow the consumption of alcoholic liquor thereon without written permission.**
3. The HIRER shall be responsible for obtaining any licences that may be needed for the sale and consumption of alcoholic liquor from West Berkshire Council, and for the observance of the same and of all other regulations appertaining to the premises stipulated by the Fire Authority, the Local Authority, and the Local Magistrates Court or otherwise. (The COUNCIL has a premises licence for public entertainment but this excludes an alcohol license.)
4. The HIRER shall indemnify this council for the cost of repair of any damage done to any part of the property, including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring **up to a maximum of £250**, this being the current insurance excess relating to the Council's property. 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.
5. The HIRER will, during the period of hiring, be responsible for ensuring that no glassware, cans or other receptacle is taken from the interior of the premises for whatever purpose. This will also include furniture and equipment provided at the premises.
6. The HIRER is responsible for ensuring that any electrical appliances or equipment brought into the hall for usage is fully compliant with current Safety Regulations. A call-out charge may be levied by the Council in the event that the electrical supply has to be reset. Where a residual circuit breaker is provided the HIRER must make use of it in the interest of public safety.

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7. It is the responsibility of the HIRER to familiarise themselves with the location of fire exits and the fire extinguishers and how to use them. If the fire cannot safely be extinguished then the building must immediately be evacuated by verbally 'raising the alarm'. (Fire alarms are not fitted). Vacate the building by the nearest, safest exit. Where possible, and if time allows, all electrical supplies should be switched off and all doors and windows shut. **Telephone the emergency services.**
8. The use of **naked flames is not permitted** in any of the Council's halls or recreation grounds, including the use of barbecues.
9. **Fireworks are not allowed** on any of the Council's recreation grounds.
10. The use of **Bouncy Castles and similar inflatables is not permitted** in any of the Council's halls or recreation grounds.
11. Ball games, frisbees and other projectiles are strictly forbidden inside the premises.
12. At the end of the hiring (premises should be fully vacated by midnight) the HIRER shall be responsible for leaving the premises and surrounds in a clean and tidy condition, properly locked and secured including any car park barriers and any items returned to their usual positions, otherwise the Council shall be at liberty to make an additional charge. Music must cease by 11.30pm.
13. It is the responsibility of the hirer to dispose of any rubbish, which must be removed from the premises and taken away, and not disposed of in public bins.
14. If the HIRER wishes to cancel the booking before the date of the event and this Council is unable to obtain a replacement booking the question of payment or the repayment of the fee shall be at the discretion of this Council.
15. 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.
16. The HIRER shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
17. The HIRER must report all accidents involving injury to the public, to the COUNCIL as soon as possible. Any failure of equipment that belong either to the COUNCIL or brought in by the HIRER must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The COUNCIL will give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

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18. The HIRER shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act 1989 and that only fit and proper persons have access to the children.

19. The HIRER shall not carry out or permit any fly posting or any form of unauthorised advertisements for any event taking place at the premises, and shall indemnify the 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.

20. The HIRER shall, if selling goods on the premises, comply with the Fair Trading Laws and any code or practice used in connection with such sales. In particular, the HIRER shall ensure that the total prices of goods and services are prominently displayed; as shall be the organiser's name and address, and that any discounts are based on Manufacturer's Retail Prices.

21. The HIRER agrees with the COUNCIL to observe and perform the provision and stipulations contained or referred to in the Council's "Standard Conditions of Hire" for the time being in force as described above (an understanding of which the hirer acknowledges, together with any special conditions set out in the schedule below).

- No bookings to be taken more than one year in advance.
- The hall hire fee will be based on the published scale of charges which are subject to an annual review. Fees for commercial bookings may vary and be dealt with on an individual basis. Fees for private bookings will be paid in full at least one month where appropriate before the date of hiring. Calcot Centre charges are subject to VAT.
- Noise must be kept to a minimum on arrival and departure
- No more than 100 persons maximum are allowed to attend any one letting in Calcot and Cornwell Centres
- No more than 50 persons maximum are allowed to attend any one letting in Turnhams Farm Hall
- No obstructions must be placed in gangways or exits
- Vehicles must not be parked so as to cause an obstruction at the entrance or exits of the building. The car park facility is to be used to its maximum. The overspill car park at the Calcot Centre can be made available if requested in advance.
- An additional 10% is added to the hire charges where a HIRER does not have their own public liability insurance and requires cover under this COUNCIL'S insurance cover.
- A deposit of £100 will be payable for all adult functions, and £50 for children's parties which finish after 6.00 pm. This will be paid into the Parish Council's bank account, and refunded by way of a Council cheque after the event, provided there is no damage and the event finishes at the agreed time. In the event that the function finishes late and/or the premises are damaged in any way, then the deposit will be used in whole or in part to pay the extra time used and/or for repair/redecoration as necessary.
- **Teenage parties are not permitted i.e. ages 13 to 19 inclusive.**

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22. The COUNCIL reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to the HIRER. The HIRER shall be entitled upon such notice to reimbursement of such monies including any deposit or a proportion of the same as have been paid by the HIRER to the COUNCIL but the COUNCIL shall not be liable to make any further payments to the HIRER.

23. No responsibility is accepted for any loss, damage or injury to any property or persons using the premises (except for any deaths or personal injury caused by the negligence of the COUNCIL).

24. The COUNCIL reserves the right to cancel this hiring in the event of the hall being required for use as a Polling Station for a parliamentary or local government election or by-election, in which case the HIRER shall be entitled to a refund of any fee paid.

25. In the event of the hall or any part thereof being rendered unfit by reasons beyond the control of the COUNCIL for use for which it has been hired, the COUNCIL shall not be liable to the HIRER for any resulting loss or damage whatsoever.

26. The COUNCIL shall not be liable to the HIRER for any loss or damage sustained by the HIRER as a result of any failure or delay on the part of the COUNCIL in the performance of any of its obligations under this agreement if and to the extent that such failure or delay shall be by reason of any matter or thing beyond the reasonable control of the COUNCIL, including but not limited to Acts of God, labour disputes, transportation failure, riots or civil disturbance.

27. The COUNCIL reserves the right to vary the Conditions of Hire applicable to this contract, including but not limited to variations in the premises, the period of hire, the rate of charge and the calculation of charges, on giving written notice thereof to the Hirer.

28. This agreement is made between Tilehurst Parish Council and the HIRER whereby in consideration of the charges the Council agrees to permit the hirer to use the premises for the purpose and period shown on the booking form.

**TILEHURST PARISH COUNCIL WILL HOLD YOUR DETAILS FOR THE PURPOSE OF THIS AND FUTURE HALL BOOKING REQUESTS. IT IS NECESSARY TO HOLD YOUR DETAILS FOR SIX YEARS FOR AUDIT AND ACCOUNTING PURPOSES. YOUR DATA WILL NOT BE SHARED WITH ANY OTHER PARTIES AND WILL NOT BE USED FOR MARKETING PURPOSES**

***Signed on behalf of the HIRER.....***

***Date.....***

***Hirer –***

***Date of booking –***