



Congresbury Parish Council

Orchard House
The Old School Rooms
Station Road
Congresbury
BS49 5DX

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Chair: Councillor Jane Clarke
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Conditions of Hire - the Old School Rooms

If the Hirer is in any doubt as to the meaning of anything listed below, they should seek clarification from the Clerk before they sign as agreeing to these Conditions of Hire.

For the purposes of these conditions, the term HIRER shall mean an individual person (aged 25 and over) hiring the hall and facilities or, where the hiring is on behalf of an organisation or their authorised representative. The hirer to be present throughout the period of hire or provide details of a responsible person (aged 25 and over) to act on their behalf.

Legislative and Licence Requirements

The Hirer must ensure that;

1. On arrival at the hall ensure they familiarise themselves with their responsibilities in the event of a fire as detailed on the Fire Poster displayed on the notice board in the main entrance lobby and with the location of the clearly marked fire exits and fire alarm call points located around the premises. The Hirer is to ensure the fire exits and access to them are not obstructed in any way during their activity or function, and in the event of a fire on the premises the Hirer is required to take charge and implement as appropriate the actions identified on the Fire Poster including any personal emergency plan for any wheelchair user or those with limited mobility that they have responsibility for.
2. During the period of the hiring, be responsible for ensuring the maximum occupancy levels of the premises they are using are not exceeded (Jubilee Hall 130 for dancing/informal/closely seated activities or 80 for restaurant type seating) and for the supervision and safety of all those using the areas they have hired, including anyone employed by them. In addition, they are also responsible for ensuring that the fabric, contents and surrounds of the premises are not damaged in any way by misuse or deliberate act. The hirer accepts that they will be financially responsible for the rectification, replacement or repair, as appropriate of any damaged caused to the fabric, contents or surrounds of the premises that is not considered by the Parish Council to be fair wear and tear.
3. Any activities they provide or arrange for minors (those aged under 18 years of age) in or around the premises comply fully with all relevant legislation.
4. All relevant regulations relating to the activities at their function (dancing, music, entertainment, stage plays, smoking in public places etc.) are complied with and shall ensure that nothing is done in or around the premises that contravenes the law relating to gaming, betting and lotteries. The Old School Rooms has a Premises Licence which allows for regulated entertainment. The Hirer must apply for a Temporary Events Notice for the sale of alcohol, see <http://www.n-somerset.gov.uk/my-usiness/licensing/alcoholentertainment/tens/>. The Hirer must ensure that they hold the relevant music licence as outlined at; <https://www.gov.uk/licence-to-play-live-or-recorded-music>
5. If food is prepared, served or sold at their function, ensure that all relevant food safety regulations are complied with. The Hirer is responsible for ensuring the kitchen is returned back to the same clean and tidy condition at the end of their booking, as it was at the start.

6. Any electrical appliances brought onto the premises and used there is certified in good working order and used in a safe manner, using Residual Current Circuit Breakers where appropriate.
7. Everyone working at or attending their function is made aware that smoking is prohibited within the premises.
8. All accidents or incidents are reported to the Clerk as soon as possible and complete the relevant section of the Accident Book which is kept in the First-Aid Kit in the kitchen.
9. The premises are not used 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 purpose, or in any unlawful way.
10. Anything which might endanger those using the premises or render invalid any insurance policies in respect thereof, i.e. flammable materials, pressurised containers etc. are brought onto the premises.
11. For large one-off events the Hirer will pay a deposit of £125.00 at the time of booking. This can be in the form of a cheque which will be returned uncashed within 28 days of the event. This will be subject to any sums withheld to meet part of the hire fees or the cost of rectifying damage arising during the hiring.

Condition of the Premises

The Hirer must ensure that;

12. At the end of a hiring all equipment, chairs and tables have been returned to their storage positions safely, any waste removed and placed in the outside wheelie bins, the premises are cleared of people, all lights switched off, and the building secured by the use of the key supplied, except for any facility or room in use by another continuing hire.
13. No alterations or additions to the premises are made without permission from the Clerk. Any decorations must not damage the condition of the premises. No tape or other material that could damage the floor must be added.
14. The purpose and conduct of the hire does not disrupt the use of any other room hired by other persons.
15. Car-parking arrangements are supervised and monitored, to make sure there is no obstruction of the highway and for ensuring noise levels are kept to a reasonable level during the arrival and departure of everyone attending or working at their event. All events must finish by 12 pm Monday to Saturday and by 11:00 pm on a Sunday evening.
16. No animals, except for guide, hearing and assistance dogs are allowed into the premises without the permission of the Clerk.

Cancellation of Bookings

17. The Hirer must cancel their booking 48 hours prior to the booking to prevent being liable for the fee.
18. The Parish Council reserves the right to refuse a booking, or to cancel a hiring agreement at any time either before or during the term of the agreement upon giving 7 days' notice to the hirer. The hirer shall be entitled in such circumstances to a refund of any monies paid, but the Parish Council shall not be liable to the Hirer for any resulting loss or damage whatsoever.
19. In the event of the premises or any part thereof being rendered unfit for the use for which it has been hired; other than returning any deposit paid, the Parish Council shall not be liable to the Hirer for any resulting loss or damage whatsoever.
20. The Parish Council reserves the right to cancel a hiring at any time in the event:
 - a. The premises are required for the use as a Polling Station for a National or Local Government Election, or Referendum, in which case the Hirer shall be entitled to a refund of any monies paid.
 - b. That it is deemed by the Parish Council that the Hirer has seriously breached the Conditions of Hire for the premises, in which case the repayment of any payments made, shall be at the discretion of the Parish Council.

Group/Activity:

Signed:

Date: