



# FUNCTION USERS

## ST STEPHEN PARISH COUNCIL BASIC CONDITIONS AND OBLIGATIONS OF HIRERS

All persons hiring any part of the 'CENTRE' must be aware and abide by the following:-

St Stephen Parish Council shall hereafter be referred to as the 'Council'.

### 1. SMOKE FREE POLICY

Our premises are smoke free. Smoking is not permitted in any part of our premises, including entrances, lobbies and toilets.

### 2. FIRE PRECAUTIONS

- a) In the event of fire call the Fire Brigade, evacuate the Centre and all areas occupied. A public telephone is in the foyer.
- b) Hirers must familiarise themselves with the location & use of fire equipment and operation of fire escape fastenings.
- c) All fire doors must be kept closed and escape routes & emergency access routes kept clear.

### 3. FIRST AID PROVISION

The Hirer is responsible for first aid provision.

### 4. PERFORMING RIGHTS

The Hirer is responsible for obtaining the requisite permission and licences for the public performance of all copyright work.

### 5. DEPOSITS

The Council has the right to impose the following conditions to any hire: -

- a) A special deposit, paid by the Hirer to the Council. The Council will repay such deposit to the Hirer within 28 days of the hire date less the cost of rectifying any damage caused to the premises/contents during the period of use as a result of the hire and any overrun charges. An administration fee of £30 will be levied in addition to any sum retained.

### 6. CANCELLATION OF BOOKINGS.

- a) By the Council for reasons beyond its control: NO responsibility is accepted for any loss/damage sustained by Hirers.
- b) **By the Hirer: Four weeks written notice is required to cancel this hire agreement. Deposits are non-refundable.**

### 7. AT THE END OF THE HIRING.

- a) The Hirer is responsible for leaving the premises and surrounds in a clean and tidy condition.
- b) Doors must be properly locked and secured, unless otherwise directed.
- c) Any contents temporarily removed from their usual position must be properly replaced.
- d) Failure to comply with the above WILL result in an additional charge.

### 8. STANDARD OBLIGATIONS.

- a) The Hirer shall be responsible for the proper conduct of persons using the premises, and in the event of any person acting in such a manner as to cause annoyance or inconvenience to other persons, the Hirer shall take all necessary steps to deal with the offender.
- b) No animals are allowed on the premises except those purpose assistance trained or with the Council's prior consent.
- c) Alcohol may only be brought onto the premises with the prior approval of the Council.
- d) The Hirer accepts full responsibility for the provision of a mobile bar and occasional alcohol licence.
- e) No commercial activity involving direct selling to the public may take place on the premises other than 'Fund Raising' and 'Charity' events declared to and approved by the the Council.
- f) Any special equipment brought onto the premises, with permission, must comply with current Health & Safety regulations and MUST be removed immediately after.
- g) The Hirer must ensure all electrical equipment brought on the premises has a valid annual Portable Appliance Test.
- h) Any musical event must have consideration for noise and if not carefully observed may result in early closure of the event.
- i) Entertainment events must be subject to regulated ticket control, issued in advance of the event day.
- j) If sales of any type are permitted because of their status, the local Trading Standards Office may be informed, and, if considered necessary, advice sought before any booking is confirmed.
- k) The Council reserves the right to:-
  - i) Negotiate a new fee if the event is at variance with that booked,
  - ii) Cancel the event if at variance with that booked, and/or
  - iii) Cancel repeat bookings if not satisfied with the behaviour of the hirer or their agents.
- l) Any unusual or defects found with the premises are to be reported to the Centre Manager as soon as possible.

### 9. OTHER SPECIAL CONDITIONS.

The Council reserves the right to impose any 'Special Conditions' it deems fit to ensure the smooth running and preservation of the 'CENTRE' and must be agreed by the Hirer at the time of booking.

### 10. CLOSURE OF THE CENTRE

The Council reserves the right to close the 'CENTRE' with or without notice to enable essential maintenance work to be carried out. NO responsibility can be accepted for loss sustained by the Hirer.

### 11. PAYMENT

Payment is due in full 14 days before the event. This booking is not valid until full payment is received.

### 12. VAT

The Hirer shall not make any application or proposal to alter or disapply the Council's option to waive the exemption of the vatable status of the Centre at any time during the term of the hire agreement. If at any time during the hire agreement term or at the end of the agreement the Council loses the right to charge VAT on the Centre or on any sums incidental to the Centre because the Hirer has made such an application to disapply the VAT status of the Centre, then the Hirer shall pay to the Council an amount equal to the VAT that the Council has lost and reimburse the Council any costs incurred attempting to correct the vat position.

### 13. DISPUTES.

The Council shall decide any dispute between the Centre and the Hirer that cannot be agreed in an amicable manner and all such complaints should be addressed in the first instance to The Clerk.

I have read and agree to St Stephen Parish Council Basic Conditions and Obligations of Hirers.

Signed:..... Print name:..... Date:.....