

# ST STEPHEN PARISH COUNCIL

## Basic Conditions and Obligations of Hirers

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

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

### 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 PREMISES and all areas occupied. Only after you have called emergency services contact the Clerk on [clerk@ststephenparishcouncil.gov.uk](mailto:clerk@ststephenparishcouncil.gov.uk)
- 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 DAMAGE DEPOSITS / ADDITIONAL CHARGES

The Council will repay damage deposits to the hirer within 28 days of hire less any overrun charges and/or the cost of rectifying any damage caused to the premises or content during the period of hire.

### 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. Hire deposits are non-refundable.**

### 7 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) Decorations/notices only as permitted by Council, no tape or pins to be used.
- f) Kitchen may only be used for culinary and/or cleaning purposes.
- g) All outside contractors must supply copy of their current **Public Liability Insurance, Risk Assessment and any other relevant documentation.**
- h) 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 Council.
- i) Any special equipment brought onto the premises, with permission, must comply with current Health & Safety regulations and MUST be removed immediately after.
- j) The HIRER must ensure all electrical equipment brought on the premises has a valid annual Portable Appliance Test.
- k) Any musical event must have consideration for noise and if not carefully observed may result in early closure of the event.
- l) Entertainment events must be subject to regulated ticket control, issued in advance of the event day.
- m) 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.

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- n) 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.
  - iv) Review and amend hire rates on an annual basis
- o) Any accidents or defects found with the premises are to be reported to the Centre Manager as soon as possible.

### 8 AT THE END OF THE HIRING

- a) The HIRER is responsible for leaving the premises and surrounds in a clean and tidy condition.
- b) All decorations, notices or other items to be removed at end of each day's hire.
- c) Food/drink to be removed from fridge/freezer at the end of the hire and at weekends/public holidays.
- d) Doors must be properly locked and secured, unless otherwise directed.
- e) Any contents temporarily removed from their usual position must be properly replaced.
- f) Failure to comply with the above WILL result in an additional charge.

### 9 COUNTER TERRORISM AND DOMESTIC EXTREMISM

Hirer to supply details of all visiting speakers including:

- a) Speaker's name, address and phone number
- b) Speaker's organisation
- c) Topic for the event
- d) Number of people likely to attend the event

### 10 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 'PREMISES' and must be agreed by the Hirer at the time of booking.

### 11 CLOSURE OF THE PREMISES

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

### 12 CREDIT TERMS FOR INVOICES

Payment is due within 10 days from the date of invoice. The Council will exercise its statutory right to claim interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 if payment is not received in accordance with the credit terms. The Council will have no recourse other than to reconsider the terms under which the hire is allowed if there is a failure to comply with these reasonable credit terms.

### 13 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 PREMISES 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 PREMISES or on any sums incidental to the PREMISES because the HIRER has made such an application to disapply the VAT status of the PREMISES, 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.

### 14 DISPUTES.

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

### 15 DOCUMENTATION

Hirer to supply copy of their current **Public Liability Insurance, Child Protection Policy, Portable Appliance Test Certificate, PPL Licence, Ofsted Certificate**, as applicable, and any other relevant licences/certificates to be provided.

