



# HOLYBROOK PARISH COUNCIL

Proudly serving the residents of Holybrook since 2000

## Conditions of Hire: Beansheaf Community Centre

**To avoid any later misunderstandings, please ensure that you have read and understood these condition of hire.**

### General Terms and Conditions of Hire

- 1.0 The Community Centre is a No-Smoking building. This includes all types of e-cigarettes.
- 2.0 Hirers must be aged over 21 at the time of application. The Council does not accept any bookings for parties for, or on behalf of, persons aged 16 and up to and including, 21 years of age.
- 3.0 You, the hirer, shall be responsible for ensuring that those attending your activity, group, event etc complies with your own Risk Assessment (where appropriate) and with that of the Parish Council.
- 4.0 At the end of the hiring, **the Hirer** shall be responsible for leaving the premises\*\* in a clean and tidy condition otherwise the Council shall be at liberty to make an additional charge or withhold part or all of the deposit, this includes, but is not limited to,:
  - 4.1 Any tables, chairs or other equipment removed from their usual position must be properly cleaned, with a household cleaner, and replaced to their original position;
  - 4.2 You, the hirer as responsible for ensuring that the Centre is left in a clean and tidy condition. Whilst the Council will provide some cleaning equipment, which should be sufficient for the required task, you must ensure that you have any additional cleaning equipment required. **Sprays must not be used on electrical equipment.**
- 5.0 You must book the room for the whole duration of your hire; this includes your setting-up before and cleaning after times.
- 6.0 **Due to our premises planning restrictions\*\* the Centre must be vacated no later than 10.30pm Monday to Saturday and 8.00pm on Sunday.**
  - 6.1 **Hirers must allow sufficient time for clearing-up to ensure they vacate the premises\*\* on time.**
  - 6.2 **All rubbish must be removed from the premises\*\* at the end of the hire.** There are large refuse containers in the car park: blue for general waste, white for recyclable waste, which can be used but these must not be overfilled. Any excess rubbish must be taken away from the premises by the hirer.
- 7.0 The Hirer is responsible for any damage to the Centre or any equipment in the Centre, which occurs during, or as a result of, the hiring. All damage shall be reported to the Parish Office as quickly as possible.

- 7.1 **Decorations:** Hired rooms may be decorated for a party/function. However, this must be done responsibly so as not to cause damage to the walls or any part of the room. Items must not be attached to the roller blinds in the Linear Hall.
- 7.1.1 **The Council reserves the right to charge for any damage, howsoever caused, the cost of which will be deducted from the deposit with any excess payable by the Hirer.**
- 7.2 Decorations must not block fire exits or fire exit routes and must not impinge on other hirers in the Centre.
- 8.0 The Hirer shall be responsible for the supervision of the room(s), lobby, kitchen and toilets hired during the term of the letting and shall ensure that no part thereof becomes overcrowded at any time and that good ventilation is maintained.
- 8.1 The lobby area of the Centre is not a meeting room and should not be used as such. Anyone wishing to conduct a meeting at the Centre should book one of the three room accordingly.
- 8.2 The **maximum** occupancy of our halls is:
- |                        |                                     |
|------------------------|-------------------------------------|
| <b>Linear Hall:</b>    | 130 persons seated or 260 standing; |
| <b>Beansheaf Room:</b> | 40 persons seated or 80 standing;   |
| <b>The Keep:</b>       | 15 persons seated and 35 standing.  |
- 8.2.1 Every hirer should consider the reason they are booking the hall and adjust their numbers accordingly to ensure safe use of the facilities.
- 8.2.2 The Council reserves the right to reduce its capacities at any time in-line with Health and Safety Guidance.
- 8.3 the lobby, toilets and kitchen are shared spaces at the centre and may be hired or used by more than one hirer at a time. Be respectful of other hirers within the Centre;
- 9.0 Dogs are not permitted in the Beansheaf Centre.
- 9.1 Unless;
- they are attending a Dog Training Class in which they will be under strict supervision; Or,
  - they are an assistance dog.
- 9.2 Under no circumstances should a dog be allowed to enter the kitchen area.
- 10.0 It is the Hirer's responsibility to provide adequate insurance/indemnity and Risk Assessment. The Parish Council will not accept responsibility for the actions of third parties during the term of any letting. The hirer is responsible for the Health and Safety of all attendees at their group, activity, party etc.
- 11.0 The Hirer is responsible for the proper supervision of the access and car parking arrangements so as to avoid obstruction of the highway. Additionally, for the benefit of local residents, hirers are asked to conduct themselves in an orderly and responsible manner when arriving at/leaving the premises\*\*.

- 12.0 The Hirer shall not assign, part with, or share possession of the premises\*\* without the express consent of the Council.
- 13.0 The Hirer shall, during the hire period, be responsible for ensuring that no furniture, equipment or other item belonging to the Council is taken from the interior of the Beansheaf Centre for whatever purposes. Any misuse of the furniture, equipment or other item belonging to the Council could result in a loss of your deposit.
- 14.0 Under no circumstances should any cables, leads or the suchlike be hung or trailed out of the windows or doors of the Centre. The electrical sockets should not be used to provide outside entertainment facilities. Any attempt to do so will be considered a serious breach of the Council's Conditions of Hire and may preclude any future hire.
- 15.0 Hirers must familiarise themselves with the Fire Regulations which are clearly displayed on the noticeboards in the building. This includes the location of fire extinguishers, fire exits and Fire Assembly Point (in the car park) and the means of raising the alarm. Under no circumstances should any fire exit route be obstructed at any time. Hirers are responsible for ensuring all their guests/clients are safely vacated from the building.
- 16.0 No food can be *cooked* in the Beansheaf Centre. However, the oven may be used to heat prepared food. Portable stoves/hostess trolleys, chafing dishes etc using naked flames are NOT permitted for safety reasons.
- 17.0 The Hirer shall be responsible for ensuring that:
- a) all electrical equipment provided by, or for, the hirer (e.g. disco), has the appropriate Portable Appliance Testing certificate.
  - b) any caterer employed by the hirer is in possession of all relevant food handling certification.
  - c) any bouncy castle supplier/entertainer is in possession of all relevant operating licences and has adequate insurance cover in place.
  - d) where necessary, you or third party provider, hold the appropriate insurances and licences including but not limited to music licences.
- 18.0 The Council reserves the right to cancel a hiring or close the centre:
- a) in the event of all, or part of, the premises\*\* being required for use as:
    - a Polling station for a Parliamentary, Local Government or By-Election,
    - or Parish Council Meetings/community beneficial events.
  - b) if directed to do so from Public Health England or the Government or if there are safety concerns relating to infectious disease including, but not limited to, Covid-19.
    - i. The Council must be informed immediately if there has been a case of an infectious disease at your group/event/gathering etc. Please see the government's website for more information: <https://www.gov.uk/guidance/notifiable-diseases-and-causative-organisms-how-to-report#list-of-notifiable-diseases>.
  - c) In the event of the premises\*\*, or any part thereof, being rendered unfit (by reasons beyond the control of the Council) for the use for which it has been hired;

- 18.1 In the event of 17.0 a – c the Council shall not be liable to the Hirer for any resulting loss or damage whatsoever.
- 19.0 The Council shall not be liable for any loss or damage to the Hirer's goods, or the goods of any person admitted to the premises\*\* by the Hirer, howsoever caused.
- 20.0 The Council reserves the right to refuse hire of the Beansheaf Centre to any individual or organisation. Any disputes will be decided by a meeting of the Full Council and the Council's decision will be final.
- 21.0 **For regular hirers of the Centre only:** the Council reserves the right to re-allocate space in an under or mis-used storage room to another regular user. The Council reserves the right to inspect storerooms at any time. The Council reserves the right to remove storage space from any Hirer who is not using their allocated space respectfully. Any disputes will be decided by a meeting of the Full Council and the Council's decision will be final.
- 22.0 The Council reserves the right to up-date the Conditions of Hire as necessary. Any updates to the conditions will immediately supersede previous documents.

### **General Terms and Conditions - payment**

- 23.0 The charge will be the price applicable at the date of the event and all charges are subject to a regular review.
- 24.0 Payments should, ideally, be made by bank transfer. Details of how payment can be made will be on your invoice.
- 25.0 Deposits must be paid on receipt of invoice.
- 25.1 In the event of non-payment of a deposit at the appropriate time, the Council reserves the right to re-let the Beansheaf Centre.
- 25.2 Your booking is not confirmed until the deposit has been paid and the completed Booking Form and Conditions of Hire have been returned to the Parish Office.
- 25.3 The Council reserve the right to increase the deposit amount as it sees fit.
- 26.0 The Hire Charge must be paid in full cleared funds at least 14-days prior to the event.
- 27.0 If the booking is subsequently cancelled by the hirer, a percentage of the hire charge will be retained. Cancellation terms:
- a) at least 15-days notice before the booking – full refund;
  - b) at least 8-days notice before the booking – 50% refund;
  - c) less than 8 days before the booking no refund will be given unless the Council is able to re-let the period booked;
  - d) Cancellation, because of snow or bad weather – 50% refund.
  - e) Regular Hirers, will be charged for their agreed regular hire date/time unless notice is given (as detailed a - d)
- 28.0 The Hirer will be charged for the whole time they occupy the Beansheaf Centre (i.e. you must include the set up/clearing up period in your booking time).

28.1 A penalty will be levied for late vacation of the premises\*\*. **All function attendees must leave the premises NO LATER than the time stated on the booking form.**

\*\* 'Premises' includes the Beansheaf Centre, Linear Park and associated car parks.

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**There can be no hire unless the deposit and hire fee have been paid in full cleared funds, in advance. Once this form has been signed, dated and returned to the Parish Office, an invoice with payment details will be issued.**

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**I have read and agree to abide by the Conditions of Hire as set out by Holybrook Parish Council.**

**Signature of hirer:**

(where hirer is an individual)

**or authorised signatory:**

(where the hirer is an organisation or company)

**Date:**