

# Knebworth Village Hall - Hiring Agreement

AGREED as follows:

1. In consideration of the hire fee described in clause 1.4, the Parish Council agrees to permit the Hirer to use the premises described in clause 1.5 for the purpose described in clause 1.6 for the period(s) described in clause 1.1. The details inserted in sub-clauses 1.1 to 1.6 below and the answers to the questions in sub-clauses 1.7 and clause 2 are terms of this agreement. This Hiring Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

Booking Reference Number:		
1.1 Date required:		
Time including set up and clear up:	Total No. of Hours:	
Purpose of hire		
1.2 Village Hall Authorised Representative:	Dee Banks Knebworth Village Hall, Park Lane, Knebworth, Herts SG3 6PD	
Telephone Number/Email:	01438 811304   bookings@knebworthparishcouncil.gov.uk	
1.3 Hirer: (a) Name:		
(b) Organisation:		
Invoice Address:		
Telephone/Email:		
<b>Booking Fee &amp; Deposit Refund</b>		
By cheque ( <i>must be name of person or bank a/c name on original payment</i> ):		
Bank details if you require BACS refund:	Bank:	A/C Name:
	Account No:	Sort Code:

## General Data Protection Regulation

As you have chosen to hire Parish Council property, we will hold your records for a period of six years from the date of your last hire. We do not share your data with any third parties for marketing purposes. To view our privacy notice please visit our website <http://www.knebworthparishcouncil.gov.uk/>

		Hire Charges		Hire Charges for this Booking
1.4 Hire Fee: ( <i>payable 2 weeks prior to hire date</i> )	Committee Room (per hour)	£		£
	Main Hall (per hour)	£		£
Booking Fee: ( <i>payable on return of agreement</i> )			£25.00	£25.00
Deposit: ( <i>payable 2 weeks prior to hire date</i> )			£75.00	£75.00
Special Deposit: ( <i>required if alcohol is brought onto the premises</i> ):			£150.00	£
<b>TOTAL PAYABLE</b>				£

The deposit(s) and booking fee will be refunded within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents nor complaints made to the Parish Council about noise or other disturbance during the period of the hiring as a result of the hiring.

Total hire fee, plus deposit(s), payable **two weeks before** the event. NB: deposits are subject to deductions, see Appendix 4.

## PAYMENT OPTIONS

<b>BACS:</b> Account: Knebworth Parish Council Bank: Unity Trust Bank Sort code 60-83-01 Account No: 20401003 Please quote payee surname as the reference	<b>Cheque:</b> Payable to Knebworth Parish Council Post to: C Graham, 9 Oakfields Road, Knebworth, SG3 6NS
<b>PLEASE NOTE:</b> If paying by BACS, send email to <a href="mailto:bookings@knebworthparishcouncil.gov.uk">bookings@knebworthparishcouncil.gov.uk</a> stating date paid, booking reference number and amount paid	

1.5 Premises hired – includes kitchen (*tick as applicable*):

Whole Hall (Main Hall and Committee Room)	<input type="checkbox"/>	* Main Hall	<input type="checkbox"/>	* Committee Room	<input type="checkbox"/>	Kitchen	<input type="checkbox"/>
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\* Please see paragraph 3

1.6 Purpose/description of hiring: state if for commercial use **YES / NO**

1.7 Third party entertainment/hire booked **YES / NO**. If **YES** please give detail of hire/entertainment, name and contact details. Approval by the Parish Council is required.

1.8 Is food to be provided at the event? **YES / NO** Will tickets be sold for your event? **YES / NO**

2. The Village Hall has a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated. Please confirm which licensable activities will take place at your event:

Activity	The Hall is licenced Monday to Saturday	Times activity is licenced	Indicate activities to take place
a. The performance of plays	X	10.00 - 23.00	
b. The exhibition of films			
c. Indoor sporting events			
d. Boxing or wrestling entertainment			
e. The performance of live music	X	10.00 - 23.00	
f. The playing of recorded music	X	10.00 - 23.00	
g. The performance of dance	X	10.00 - 23.00	
h. Entertainments similar to music and dance	X	10.00 - 23.00	
i. Making music	X	10.00 - 23.00	
j. Dancing	X	10.00 - 23.00	
k. Entertainment similar to those in i – j	X	10.00 - 23.00	
l. The provision of hot food/drink after 11.00pm			
m. The sale of alcohol	X	11.00 - 23.00	

2.1 The Hall also has a licence with:

The Performing Rights Society for the performance of copyright music	X
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2.2 The Hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers:

Main Hall	200	Committee room	50
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2.3 Is alcohol to be sold at your event? **YES / NO** Will alcohol be brought onto the premises? **YES / NO**

If alcohol is to be **sold** on the premises written consent of the Parish Council is required on the form provided for this purpose. (See Appendix 1 and 2)

2.4 In order to hold a licensable activity on the premises or on part of the premises not covered by the Hall’s Premises Licence (selling alcohol applies here), you will need to apply for a Temporary Event Notice (TEN) from the licensing authority (NHDC). Once a TEN is received you should send a copy to the Clerk to the Parish Council.

The Hirer shall obtain the written consent of the Parish Council before applying to the licensing authority for a TEN (see Appendix 1). Failure to do so will result in cancellation of the hiring without compensation, because there is a limit on the number of TENs which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the Parish Council and local voluntary organisations.

3. In the event that a Hirer hires the Main Hall only, at a time when a separate Hirer has hired the Committee Room, the Hirer of the Main Hall must, upon request, allow access to/from the Committee Room through the Main Hall, should such access be required by a person of reduced mobility.

4. The Hirer agrees with the Parish Council to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.

5. It is hereby agreed that the Appendices and Standard Terms and Conditions of Hire shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Parish Council and the Hirer, failure to comply will result in the forfeit of the deposit.

6. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement. Signed by the person named at 1.3(a) above duly authorised, on behalf of the organisation named at 1.3(b) above, where applicable.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

## Appendix 1

### Application to the Parish Council for consent to apply to the NHDC Licensing Authority for a Temporary Event Notice (TEN) to be given for an event at Knebworth Village Hall. \*

I hereby apply to Knebworth Parish Council for consent to give to the Licensing Authority a Temporary Event Notice to hold the following licensable activities at the Hall on the following date(s), during the following hours and in the following locations:

**Date:**

**Time:**

**Description of Event:**

**Licensable activities:**

**Location**(tick as applicable):

**Main Hall**

**Committee Room**

**Kitchen**

*I hereby undertake to comply with the provision of the Licensing Act 2003 (and any regulations there under) as they relate to a Premises User holding a Temporary Event Notice (TEN) and to indemnify the management committee for any obligations there under. I undertake, in particular, to notify the Police Authority within the required time and not to allow the sale of alcohol to those aged under 18 or to those who are drunk or disorderly.*

*Signed by the person named in 1.3(a) of the Hiring Agreement (duly authorised on behalf of the organisation named at 1.3(b), where applicable.):*

Name (block capitals):

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Signed:

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I hereby authorise the person named above to give a Temporary Event Notice to the Licensing Authority for the area for the event described above on the date(s) at the time(s) and in the location(s) specified above.

Signed by the person named at 1.2 of the Hiring Agreement, duly authorised, on behalf of the Village Hall's Management Committee:

Name (block capitals):

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Signed:

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\* Once Knebworth Parish Council permission is approved, an application can be made to the NHDC for a TEN at: <http://www.north-herts.gov.uk/home/licensing/alcohol-licensing/temporary-event-notice>

## Appendix 2

### Application for consent for a licensed mobile bar or personal licence to be provided for an event at Knebworth Village Hall

I hereby apply to Knebworth Parish Council for consent to provide a licensed bar or personal license bar as detailed below:

<b>Date:</b>	
<b>Time:</b>	
<b>Description of Event:</b>	

<b>Location:</b>	<b>Main Hall</b>		<b>Committee Room</b>		<b>Kitchen</b>	
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<b>Persons to be authorised to sell alcohol in accordance with the Licensing Act 2003</b>	
<b>Personal Licence Number</b> <i>(copy of licence to be submitted with application)</i>	

Signed by the person named in 1.3(a) of the Hiring Agreement (duly authorised on behalf of the organisation named at 1.3(b), where applicable):

Name (*block capitals*):

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Signed:

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I hereby authorise the person named above to provide a licensed mobile bar for the event described above on the date(s), at the time(s) and in the location(s) specified above.

Signed by the person named at 1.2 of the Hiring Agreement, duly authorised, on behalf of the Village Hall's Management Committee:

Name (*block capitals*):

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Signed:

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**NB:** A TEN is not required for a licenced mobile bar

## Appendix 3

### Opening and closing of the Village Hall

The Village Hall keys will be available from Dee Banks, 21 Pondcroft Road, Knebworth, Herts SG3 6DB (unless otherwise notified) and after locking up must be returned there immediately.

Please ensure that any outside caterers, contractors and bar staff are aware of the hire period and that they will not be able to enter before or leave after the hire period.

Please telephone 01438 813795 in case of difficulty.

Guests are expected to vacate the premises by 11.00pm only those helping to clear up the Village Hall should be on the premises, which should be completed within 30 minutes following permitted hours. Failure to comply with this will result in forfeiture of your deposit.

### Amplified music

The noise level at the function will be monitored by an electronic device known as a Noise Limiter, situated on the rear right-hand wall of the proscenium arch (looking from the stage).

All amplifying apparatus, whether for recorded music or amplified instruments, shall be connected only to any of the five 13amp sockets, which are connected to the NOISE LIMITING DEVICE, four located on the rear wall of the stage and one on the wall on the right-hand side of the stage. Under no circumstances, other than with the express approval, in writing, of the Council shall such apparatus be connected to any other electrical supply in the Hall or Annexe or any other external source of power. Failure to comply will result in the early closure of booked event and forfeit of deposit.

When the noise level approaches the limiter's pre-set critical level, an indication will be given by the change of colour of the indicator lights, set on the lighting gantry, facing the stage. The green light, indicating an acceptable level will change to orange. If the critical level is reached, the indicator will change to red. Unless the noise level is reduced immediately, the electricity supply will automatically be cut off and **THE COUNCIL WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO ASSOCIATED EQUIPMENT RESULTING FROM THE WITHDRAWAL OF THE ELECTRICAL SUPPLY OR ANY ASSOCIATED LOSS OR DAMAGE. ANY ATTEMPT TO INTERFERE WITH OPERATION OF THE NOISE LIMITER WILL RESULT IN THE FORFEIT OF THE DEPOSIT.**

NB: The bass noise level is set at a lower limit to other music and the limiter will cut out if the bass exceeds this limit.

The noise limiter has been set to cut out at a lower limit if the side doors to the main hall are open. Please keep the side doors closed whilst amplified music is played in the hall.

### Safety

The Village Hall has a NO Smoking Policy.

In the event of a fire, the Village Hall should be evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called by dialling 999. The exact location of the nearest telephone, fire exits and fire extinguisher must be noted before the Village Hall is occupied and the manner of opening Fire Doors should be made known to your guests. *(A sketch plan showing these is on page 8).*

Please use the trolleys provided for moving chairs and tables in order to avoid injury.

A first aid box is located in the kitchen.

### Heating

The heating is programmed for your hire. Please let the Clerk know if you need the Village Hall to be particularly warm or cold. Do not adjust individual radiators as this will result in the Village Hall being too cold or too hot for subsequent users. The heating is timed to turn off at 11.00pm.

### Hall telephone

The Village Hall has no telephone and you are advised to bring a fully charged mobile telephone for use in case of emergency.

### Screen

The screen above the stage should be extended and returned with the pole and hook only

**Car parking**

The Village Hall car park will accommodate a good number of cars if they are parked sensibly. Any overflow may park on the road. The car park is not to be used as an extension to the Hall.

**Consideration for others**

The side doors to the Main Hall are connected to the Noise Limiter and should be kept closed when the Hall is in use, except for an emergency.

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are disturbing to local residents.

Please do not use drawing pins, Sellotape, sticky back Velcro, hooks, etc. on the walls, floors or other surfaces. Do not fix decorations near light fittings or heaters. Use of any of these items will forfeit part of the deposit.

Please leave the Village Hall clean and tidy and leave waste in the bins outside, if bins are full surplus rubbish bags must be taken home, £10 will be deducted from the deposit for each bag left outside the bin. In particular we ask you to ensure table tops are wiped clean before being stacked.

**Faults damage/comments**

Please report any faults or damage to the clerk as soon as possible so that they can be rectified quickly. The Management Committee welcome comments or observations that you may have about your hire of the Hall.

## Appendix 4

### Deposit withheld for non-compliance with Terms and Conditions of Hire

	Description		Minimum Charge	Maximum Charge
1.	Noise complaints		£100	£100
2.	Noise complaints arising from doors being left open when the hall is occupied (see clause 11 of the Terms & Conditions)		£100	£100
3.	Use of hall beyond period of hire Without agreement Daytime Evening		£100	£250
4.	Bags of rubbish left next to the bins		£10 per bag	
5.	Doors not locked		£100	
6.	Lights Left on		£50	
7.	Taps left running		£50	£100
8.	Windows left open		£100	£100
9.	Hot water boiler in kitchen left on		£50	£50
10.	Securing items to walls and doors		£100	£100
11.	Any damage arising as a result of the hire. Full reimbursement of repairs		Reimbursement +£50 admin charge	
12.	Using the car park as part of your function other than for parked vehicles i.e. no gathering / playing games / drinking		£100	£250

## **KNEBORTH PARISH COUNCIL**

### **SAFETY AND FIRE REGULATIONS**

The **maximum number** of persons allowed on the premises for any function in the **Main Hall must not exceed 200 and 50 in the Committee Room.**

To comply with fire regulations, the kitchen doors and serving hatch shutters should be closed, except when used for serving.

Upon taking up the hiring, the Hirer shall be responsible for activating the emergency lighting system in the Main Hall and Annexe and shall not allow any obstruction to the exit and fire doors during the hiring. It should be noted that the lights are operated as follows:

- the **Main Hall and Stage Emergency Exit Lighting** by actuating the switch painted GREEN on the LH side of the Hall (looking out)
- the **Annexe Emergency Exit Lighting** by the RH light switch painted GREEN in the Annexe entrance hall
- the **Committee Room Emergency Exit Lighting** is on the light switch painted GREEN in the Committee Room

The **balcony area in the Main Hall is strictly off limits.**

The **WHOLE HALL** is also a strictly **No Smoking** area and the organiser must ensure that everyone using it observes this fire regulation.

The **Main Entrance, Annexe Entrance** and all **other Fire Exits** must be kept clear at all times, including the steps at the side of the stage. It is also essential that a reasonable amount of light is maintained in the Hall during the function. The **EXIT** lights above each doorway must also be in operation. The Stage Lighting must not be moved or disconnected without first obtaining permission in advance of the function.

**Fire Extinguishers** are provided in the Main Hall, Stage, Annexe Corridor, Rear of Annexe and in the Kitchen. Fire Blankets are provided in the Kitchen and Stage area.

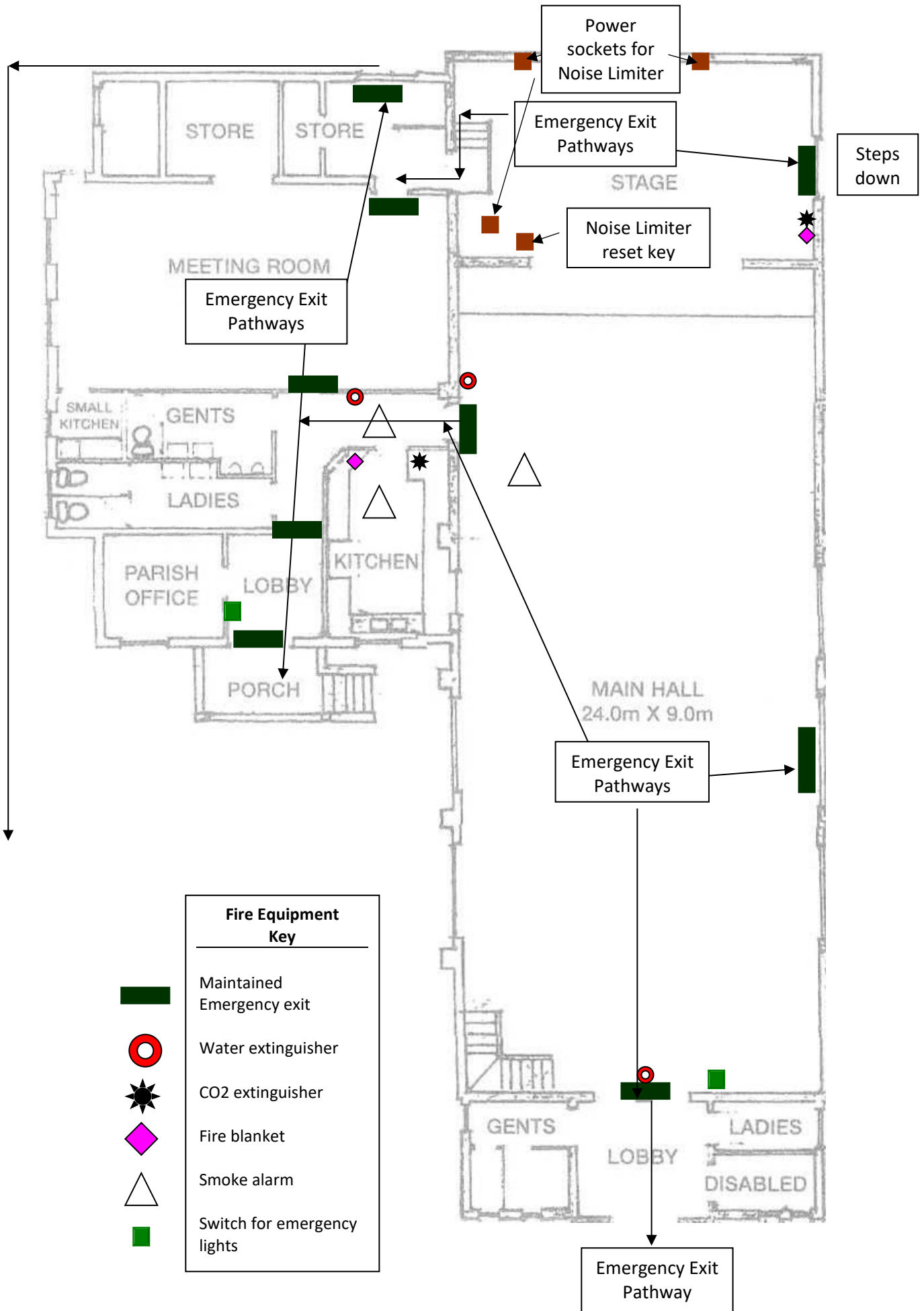
**In Case of Emergency** - In the event of a **fire**, the fire brigade must be called by dialling 999. The Clerk should also be contacted on 01438 813795.







The Main Hall must be cleared as quickly as possible using either the Main Entrance or the emergency exit at the side of the Hall, or the exit located on the stage. The Annexe must be cleared using the Annexe main entrance or the rear exit via the committee room. Persons should congregate in the car park assembly point, top right hand corner adjacent to Park Lane. People with reduced mobility must exit the annexe via the Main Hall.

**BEFORE YOU LEAVE** - please ensure that **ALL** electrical appliances are switched off at the appropriate switches provided - **NOT AT THE FUSE BOARDS**. Leave the Hall in a clean and tidy condition and check that you have not left anything behind.

**FINALLY** - Please lock the doors behind you and make a final check that everything is in order.





Fire Equipment Key	
	Maintained Emergency exit
	Water extinguisher
	CO2 extinguisher
	Fire blanket
	Smoke alarm
	Switch for emergency lights

## STANDARD TERMS AND CONDITIONS OF HIRE

These standard conditions must be made available to all hirers either in hard or electronic copy or should be made available for all on the Village Hall notice board. If the Hirer is in any doubt as to the meaning of any of the conditions, the Clerk should immediately be consulted.

### 1. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

### 2. Supervision

The Hirer shall, during the period of the hiring, be responsible for:

- 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.

As directed by the Clerk, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

### 3. Use of premises

The Hirer shall not use the premises 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 or unsuitable purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

### 4. Security

The hirer must agree to pay the cost of hiring security staff where guests are predominately under 25 years of age from 8:00pm to 11:00pm for engagement and wedding parties. Security staff must be agreed by the Parish Council.  
**NO 16<sup>th</sup>, 18<sup>th</sup> or 21<sup>st</sup> parties are allowed.**

### 5. Insurance and indemnity

- (a) The Hirer shall be liable for:
- (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises;
  - (ii) all claims, losses, damages and costs made against or incurred by the Parish Council, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer; and
  - (iii) all claims, losses, damages and costs made against or incurred by the Parish Council, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Parish Council and the Village Hall's employees, volunteers, agents and invitees against such liabilities.
- (b) The Parish Council shall take out adequate insurance to ensure that the liabilities described in sub- clauses (a) (i) above are covered and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Parish Council shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Parish Council and the Village Hall's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.
- (c) Where the Parish Council does not insure the liabilities described in sub-clauses (a) (ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Clerk. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall secretary to rehire the premises to another Hirer.

The Parish Council is insured against any claims arising out of its **own** negligence.

**6. Gaming, betting and lotteries**

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.

**7. Music copyright licensing**

Where an event is open to the general public, the hirer is responsible for ensuring that any hired entertainment that plays live or recorded music to the public has a PRS for Music (Performing Rights Society) Licence and a PPL (Public Performance Licence). The Parish Council holds a licence under Performing Right Society (PRS) for domestic events.

**8. Film**

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

**9. Childcare Act 2006**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Parish Council with a copy of their DBS check and Child Protection Policy on request.

**10. Public safety compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Clerk.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Hall
- The location and use of fire equipment. Diagram of location attached
- Escape routes and the need to keep them clear
- Method of operation of escape door fastenings
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire
- Location of the first aid box

(b) In advance of any activity, whether regulated entertainment or not, the Hirer shall check that:

- all fire exits are unlocked and panic bolts in good working order;
- all escape routes are free of obstruction and can be safely used for instant free public exit;
- any fire doors are not wedged open;
- exit signs are illuminated;
- there are no obvious fire hazards on the premises; and
- emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied.

**11. Noise**

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, connect to the Noise Limiter provided at the premises and comply with any other licensing condition for the premises.

**ALL DOORS MUST REMAIN CLOSED WHEN THE HALL IS OCCUPIED.**

**12. Drunk and disorderly behaviour and supply of illegal drugs**

The Hirer shall ensure that in order to avoid disturbing neighbours to the Hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.

**13. Health and hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with refrigerators but not thermometers.

**14. Electrical appliance safety**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

**15. Stored equipment**

The Parish Council accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Parish Council may use its discretion in any of the following circumstances:

- (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.
- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Parish Council disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

**16. Smoking**

The Hirer shall ensure that the Hirer's invitees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made there under. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches, etc. in a tidy and responsible manner, so as not to cause a fire.

**17. Accidents and dangerous occurrences**

Any failure of equipment belonging to the Parish Council used by the Hirer must be reported **as soon as possible**. The Hirer must report all accidents involving injury to the public to a member of the Parish Council **as soon as possible** and complete the relevant section in the Village Hall's accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Clerk will give assistance in completing this form and can provide contact details

**18. Explosives and flammable substances**

The hirer shall ensure that:

- (a) highly flammable substances are not brought into, or used in any part of the premises and that
- (b) no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Management Committee. No decorations are to be put up near light fittings or heaters.

**19. Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Management Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

**20. Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Village Hall. No animals whatsoever are to enter the kitchen at any time.

**21. Fly posting**

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the Village Hall's Management Committee 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.

**22. Sale of goods**

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

**23. Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the Parish Council is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Village Hall. If the Hirer cancels within a month of hire, the Council will require payment of the lesser of the hire charge or deposit.

The Parish Council reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (b) the Parish Council reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- (c) the premises becoming unfit for the use intended by the Hirer; or
- (d) an emergency, requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Parish Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

**24. End of hire**

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, all lights switched off, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Parish Council shall be at liberty to make an additional charge.

**25. No alterations**

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Clerk. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Parish Council remain in the premises at the end of the hiring. It will become the property of the Parish Council unless removed by the Hirer who must make good to the satisfaction of the Parish Council any damage caused to the premises by such removal.

**26. No rights**

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.