ST. PETER'S HALL, WILBURTON.

HIRE CONDITIONS

Bookings Clerk and Keyholder: Mr. Rixon Zvauya
9 Toates Close, Wilburton, ELY, CB6 3SL

Premises Licence Holder: Mr. N Tiley

GENERAL CONDITIONS

1. 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 Hiring Agreement, relating to management and supervision of the premises, are met.

2. The hirer shall immediately inform the Bookings Clerk should the premises or contents be found unclean or damaged on commencement of the hire period, in default of which any such deficiencies are the responsibility of the hirer.

3. 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 (including that arising from the use of blue-tack or other adhesive products) 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 allow access for emergency services and to avoid obstruction of the highway. 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.

4. The Hirer shall not hire the premises for any parties for under 21's not resident in the Village.

5. 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 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.

6. 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. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, Health and Safety requirements and evacuation procedures in the event of a fire, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is provided or which is attended by children.

8. The hirer shall consult with the Licensee and shall comply with the terms of the Premises License. A copy of the License is displayed on the Notice Board of the Foyer to the hall.

9. Hirers wishing to consume alcohol on the premises not supplied by Wilburton Social Club should apply in writing to the Designated Responsible Person, Mr. D. Maltby, for written consent.

10. 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.

11. 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, and have a current PAT label.

12. 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, or agents in respect of damage or loss of property or injury to persons arising as a result of the use of the premises by the Hirer, and

(iii) all claims, losses, damages and costs made against or incurred by the Parish Council, their employees, volunteers, or agents as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

13. 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 Parish Council. No decorations are to be put up near light fittings or heaters.

14. 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. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. 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. No illegal drugs may be brought onto the premises.

15. Compliance with the Children Act 1989:-

    The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that where appropriate only fit and proper persons who have passed the Criminal Records Bureau checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities.

16. 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 Parish Council 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.

17. 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.

18. 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.

19. The Parish Council accepts no responsibility for any equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded.

20. The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, 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. Any equipment and other items temporarily brought in must be removed promptly. Any equipment or property not removed at the end of the hiring will be disposed of after 21 days without further notice.

21. The hirer shall not tamper with, damage or remove any equipment or property within the premises and shall take all due care with furniture and equipment. No fixtures shall be taken down or moved outside without the written consent of WPC.

22. The hirer shall be responsible for turning off all lights and heating in the premises at the end of the hire. If it is found that the heating/lighting has been left on then an extra charge will be made.

23. The hirer will ensure that all fire doors are kept shut and all exits are not blocked.

24. The hirer will ensure that noise restriction controls are adhered to and any reasonable requests are respected and actioned.

25. The hirer shall be responsible for the safe conduct of users of the premises and the PCC shall not be liable for any loss damage or injury to persons or property in or about the premises during or after the hire period.

26. No decorations of any kind shall be attached to any painted surfaces within the premises. If damage if caused to any such surface then the hirer will be responsible for the necessary re-decoration.

27. The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

BOOKINGS AND PAYMENT

28. All bookings shall be made, if required, on the Application Form obtainable from the Bookings Clerk (from whom price and availability can be obtained) the form to be fully completed and signed by the hirer.

29. Full advance payment for the hire charge shall be made to the Bookings Clerk 14 days before the hire.

30. Additionally where required in the case of hires for dances, discos, evening parties, licensed bars and certain other events, full advance payment of a refundable deposit of **£100** shall be made to the Bookings Clerk before the event. The deposit will be returned usually within 14 days (but no more than 28 days) of the hire less cost of any damage repairs, extra cleaning, etc.

31. Regular hirers may be invoiced on a monthly basis by prior arrangement with the Bookings Clerk, otherwise hire charges are all payable in advance.

32. Bookings may be cancelled by WPC in exceptional circumstances, such as those occasioned by *force majeure.* Additionally, in the case of serial bookings made for regular hire on fixed days for some time ahead, WPC reserves the right to withdraw availability on a specific day or days; in the latter case 28 days' notice will be given if possible and in all cases every endeavour will be made to accommodate hirers and to facilitate re-booking.

33. Cancellations shall be notified to the Bookings Clerk not less than 14 days before the hire period. Any credits or refunds after this time will be at the discretion of WPC.

34. 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

    (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 fee already paid, but the Parish Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.