

Bookings Clerk : Mr. Andrew Milne 01353663057 clerk2@wilburtonparishcouncil.org

Premises Licence Holder: Mr. N Tiley

Designated Premises Supervisor & keyholder: Mr. D. Maltby Email David@maltbyservices.com 07780643076

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from the Bookings Clerk without delay.

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.

1. Age

You, not being a person under 21 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

2. Supervision

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

During the period of the hiring, you are responsible for:

- supervision of the premises, the fabric and the contents
- care of the premises, safety from damage however slight or change of any sort 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 us, you must make good or pay for all damage (including accidental damage) to any part of the premises or to the fixtures, fittings or contents and for loss of contents.

3. Bookings

All bookings shall be made, on the Application Form obtainable from the Bookings Clerk (from whom price and availability can be obtained) the form can be found on the website or a copy can be emailed, it must be fully completed and signed by the hirer.

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

Where required in the case of hires for dances, discos, evening parties, licensed bars and certain other events, an additional full advance payment (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.

Regular hirers may be invoiced on a monthly basis by prior arrangement with the Bookings Clerk, otherwise hire charges are all payable in advance. ***All regular hirers wishing to increase their hall usage in preparation for a performance are required to consider the needs of fellow hall hirers; taking every effort to plan rehearsals and performances when the hall is free. Hall hirers are required to consult the online hall calendar for free sessions ahead of any requests to the booking clerk.***

4. Use of premises

You must not use the premises (including the car park) for any purpose other than that described in the Agreement and must 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 on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises. Alcohol may only be consumed when purchased from the Social Club Bar. (See Clause 13).

5. Insurance and indemnity

You are liable for:

- (a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents
- (b) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment)

- (c) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our **linked WiFi service** (linked with Wilburton Baptist Church), and subject to sub-clause

You must indemnify us against such liabilities.

We will take out adequate insurance to insure the liabilities described in sub-clauses (a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in subclauses (c) above.

We will claim on our insurance for any liability you incur but you must indemnify us against: (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies we receive under the insurance policy.

Where we do not insure the liabilities described in sub-clause (c) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Booking/Parish Council Clerk. If you fail to produce such a policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer. We are insured against any claims arising out of our own negligence.

6. Gaming, betting and lotteries

You must 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

You must ensure that we hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s). Wilburton Parish Council hold a basic performance licence allowing the playing of music.

8. Music

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015.

9. Film

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

10. Safeguarding children, young people and vulnerable adults

You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

11. Public safety compliance

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our fire safety guidance (displayed in the kitchen at the hall). If your event (booking) constitutes regulated entertainment, at which alcohol is available or sold or which is attended by children please ensure the relevant licenses are in place. You must take note of the guidance in the Hall Risk Assessment document (displayed in the kitchen at the hall). You must call the Fire Service to any outbreak of fire, however slight, and give details to our Hall Bookings/Parish Council Clerk.

You acknowledge that you 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.
- 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.
- You are responsible for supplying a first aid box for the duration of your hire period

In advance of any activity whether regulated entertainment or not you must check the following items:

- That all fire exits are unlocked and quick release bolts are in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.

- That any fire doors are not wedged open.
- That there are no fire-hazards on the premises.
- If you need to use the defibrillator the code is C159X

12. Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, 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. The fire door must remain closed to ensure no disturbance to neighbours of the hall.

13. Consumption of alcohol

Only alcohol which has been purchased from the Social Club Bar may be consumed on the premises. Express permission must be obtained from the Designated Responsible Person: David Maltby via email, to provide or consume alcohol that has not been purchased from the Social Club Bar.

Drunk and disorderly behaviour is not 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 must be asked to leave the premises in accordance with the Licensing Act 2003.

You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

- no one attending the event consumes excessive amounts of alcohol
- no illegal drugs are brought onto the premises

14. Food, health and hygiene

You must, if preparing, serving or selling food, observe all current, relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be stored, prepared and served in accordance with current Food Hygiene Legislation. Please ensure you do not put any food waste into the sink as it will cause blockages.

15. Electrical appliance safety

You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Any electrical appliances brought onto the premises MUST have been PAT tested within the last 12 months.

16. Stored equipment

We accept 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 (other than stored equipment) must be removed at the end of each hiring or we may charge fees each day or part of a day at the hire fee per hiring until the same is removed.

17. Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so outside in the designated 'smoking area' and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire. A cigarette bin is provided next to the front door.

18. Accidents and dangerous occurrences

You must report to the hall bookings clerk as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to the hall bookings clerk as soon as possible and complete the relevant section in our accident book. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Bookings Clerk will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR). The accident book is stored in the broom cupboard in the kitchen.

19. Explosives and flammable substances

You must ensure that:

- Highly flammable substances are not brought into, or used in any part of the premises.

- No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

20. Heating

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances. NB. St Peter's Hall is heated by high capacity air conditioning and heating units, which is designed to maintain constant background heat for the whole building. If doors are left open and the building is allowed to become cold, the ambient temperature inside the building will not recover for many hours. In the event of any issues with the heating or cooling please call Mr David Maltby on 07780 643076

21. Animals

You must ensure that only Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises. If any organised event is to include any other livestock eg Owls, permission is granted in writing prior to the event.

22. Fly posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify and keep indemnified us accordingly against all actions, claims and proceedings arising from any breach of this Condition.

23. Sale of goods

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

24. WiFi Services

When using the linked WiFi service you agree at all times to be bound by the following provisions: Not to use the WiFi service for any of the following purposes:

- disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
- transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
- interfering with any other persons use or enjoyment of the WiFi service
- making, transmitting or storing electronic copies of material protected by copyright without permission of the owner

25. Cancellation

If you wish to cancel the booking before the date of your event, and we have declined an alternative request for hire as a result of your confirmed prior reservation, we may, in our complete discretion, retain or return your deposit or require payment of the hire fee in full. We reserve the right to cancel this Agreement by giving you written notice in the event of:

- the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- our understanding that the hire would lead to (i) 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
- the premises becoming unfit for your intended use; 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 you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

26. End of hire

You are 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 we may make a charge from your deposit. If hirers use the hall kitchen facility, it must be cleaned, by the hirer, after use.

No alterations

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

Adopted at the April 2021 Full Council Meeting.