

# TERMS & CONDITIONS of HIRE RELATING TO PUBLIC, PRIVATE AND COMMERCIAL HIRE

## **1.0 DEFINITION**

"**The Client**" refers to the person or organisation making the booking and "**the Venue**" refers to Ashover Parish Hall Events Centre.

## **2.0 CONTRACT**

When the booking details are confirmed by the client, a contract is deemed to exist. Bookings can only be made by persons 18 years and over. The Parish Hall will contact you four weeks before the booking commences.

## **3.0 CONFIRMATION**

A provisional booking will be held for 7 days or until another party shows interest in the date/s booked. The Client will then be contacted to advise confirmation or cancellation of booking. A provisional booking puts neither party under any obligation to confirm the function.

## **4.0 CHARGES & PAYMENT**

**4.1** A non-refundable deposit of £20 per hire day or £100 for weekend hire must be paid for confirmation of booking. The balance of the total anticipated charges **must** be paid 14 days **prior to** the event.

Payment is due 14 days following the date of invoice, after which an interest charge of 2% per calendar month will apply. **4.2** The venue reserves the right to request a deposit at the time of confirmation, and full or partial pre-payment even if account facilities are offered.

**4.3** Prices quoted are subject to variation up to 3 months prior to the function, after which they may vary due to Chancellor's Budget, value added tax, excise duty, currency variation, or other reasons that are outside the management's control.

## **5.0 AMENDMENTS BY THE CLIENT**

**5.1** Following a reduction of the duration, total rooms hired or contracted value of the confirmed booking; at any time prior to the event, the Venue will first endeavour to re-sell any facilities and services released; to a similar value. In the event that the released facilities and services cannot be resold, the hirer shall be subject to the Venue's cancellation policy.

**5.2** During banquets; where the meal commences over 30 minutes after the agreed time, will be liable for additional charges for staffing costs at the discretion of the Venue.

## **6.0 CANCELLATION BY THE CLIENT**

**6.1.** Any cancellation or postponement must be confirmed in writing. Cancellation fees will be based on the noted schedule below:

**The terms are:**

121 or more days notice - 10% of contracted gross revenue

91 to 120 days notice - 25% of contracted gross revenue

61 to 90 days notice - 50% of contracted gross revenue

31 to 60 days notice - 75% of contracted gross revenue

Less than 30 days notice - 90% of contracted gross revenue

Within 15 working days of arrival - 100% of contracted gross revenue.

The above is based on all pre-booked services booked by the client and includes but is not limited to rooms, meals, drinks and meeting space.

**6.2** A schedule of the maximum anticipated gross revenue chargeable can be issued at time of cancellation.

**6.3** After the event date, an invoice shall be raised with total amount chargeable adjusted where necessary for revenues recovered through re-selling.

## **7.0 CANCELLATION BY THE VENUE:**

**7.1** Should the Venue for any reason beyond its control, need to make any amendments to your booking, we reserve the right to offer any alternative choice of facilities.

**7.2** Should the Client make significant change to the programme or the expected number of guests, this may result in amendments in the applicable rates and/or facilities/function room offered by the Venue.

**7.3** The Venue may cancel the booking due to any of the following:-

**7.3.1.** If the Client's booking might, in the opinion of the Venue, prejudice the reputation of the Venue.

**7.3.2.** If the Client is more than 30 days in arrears of previous payments.

**7.3.3.** If the Venue becomes aware of any alteration in the client's financial situation.

**7.4** The Venue will not be liable for any failure to provide or delay in providing facilities, service, food and beverages as a result of events or matters outside its control.

## **8.0 ARRIVAL/DEPARTURE**

**8.1** The Client shall arrive and completely vacate the premises at the agreed times.

**8.2** Should the Client exceed the total time agreed with the Venue, the Client may be subject to additional charges by the Venue.

## **9.0 HEALTH & SAFETY**

The Client agrees to take "reasonable" precautions to ensure that no damage or injury occurs to any person. The Client is responsible for the actions of any persons present in the Venue including any damage or injury caused during hire time specified on bookings sheet. Where third party suppliers are involved, the Client is responsible for providing evidence of health & safety policies, insurance documents and a full risk assessment to the Venue in advance of the hire date.

## **10.0 ORDERLY CONDUCT**

The Client will conduct the event in an orderly fashion, ensure that no nuisance is caused, comply with any request of the Venue management and abide by all applicable rules and regulations.

## **11.0 DAMAGE/LITTER**

The Client agrees to take reasonable precautions not to damage nor injure the Venue property, nor staff, and is responsible for the actions of his guests and contractors for any such damage.

**11.1** Damage to fire alarms - following damage/vandalism to fire alarm activation points which results in a false alarm, the Venue reserve the right to refer any costs incurred to the Venue for repairs or call outs from alarm specialists.

**11.2** Should the hirer use the playing fields or other outdoor public areas, it is the hirers responsibility to ensure that all litter is removed before dark.

## **12.0 ADDITIONAL GOODS AND SERVICES**

The Client agrees to pay the Venue charges for any extra goods or services provided at the request of himself or any person purporting to have the requisite.

## **13.0 EXHIBITIONS AND DISPLAYS**

No stands or displays or signs may be erected on the premises, without prior written agreement.

## **14.0 EQUIPMENT**

**14.1** The Client must obtain the Venue's written agreement to the use of all materials brought onto the premises by him or a third party. Equipment must comply with all current regulations. The Client will be liable for any damage or injury, which arises out of the use of his equipment.

**14.2** The Client agrees to pay the Venue charges for all electricity used additional to normal heating and lighting arrangements, computer and telephone lines.

**14.3** The Venue cannot accept responsibility for the Client's equipment.

**14.4** No incendiary or explosive device may be activated under any circumstances within the Venue or its grounds.

**14.5** Pyrotechnics are not permitted at this venue.

## **15.0 CUSTOMER PROPERTY**

The client acknowledges that any such objects, equipment, furniture, stock or other property of any sort brought onto the premises will remain under the control and care of the client and that the client is in the best position to insure the property and accordingly it is reasonable for the Venue to exclude liability for such property to the extent excluded hereby.

## **16.0 ADVERTISING**

Any publicity for functions at the Venue must be agreed by the management and should be of a standard to reflect the quality of the establishment.

## **17.0 FORCE MAJEURE**

If the Venue is prevented or hindered from carrying out its obligations hereunder by circumstances beyond its reasonable control including (without prejudice to the generality the foregoing) government intervention, strikes, labour disputes, accidents, Acts of God, national or local disasters or war, then the Venue's liability to the Client shall be no greater than the amount paid by the Client to the Venue in respect of the function. If for any reasons beyond the Venue's reasonable control the accommodation reserved cannot be made available to the Client the Venue reserves the right to substitute similar or comparable accommodation for the function and such a substitution shall be accepted by the Client as satisfactory performance by the Venue of its obligations hereunder to provide the accommodation so reserved.

The electricity company is solely responsible for the continual supply of electricity and in the event that the electrical supply to the premises is interrupted any claims in respect of loss to the hirer should be made directly to the electricity supplier. Neither the Ashover Parish Hall or its trustees or employees can be held responsible for any interruption of electrical supply or any resultant loss.

## **18.0 AGREEMENT NON ASSIGNABLE**

The benefits under this contract are personal to the Client and shall not be assignable or transferred by the Client.

## **19.0 AGREEMENT GOVERNED BY ENGLISH LAW**

English Law shall govern this contract in all respects.

## **20.0 SERVICE OF NOTICES**

Any notice of invoice hereunder shall be duly served on either party if delivered to their address as last notified in writing to the other party hereunder.

## **21.0 VARIATIONS**

No oral representations or agreements are recognised by the Venue and by the conditions of this contract can be modified only by a supplementary written contract.

## **22.0 HEAD NOTES**

Any head notes shall not form part of these conditions.

# **CONDITIONS**

## **LICENCES.**

**Premises License** - Ashover Parish Hall has a current Premises license including a Liquor License granted by North East Derbyshire District Council. However, these facilities are ONLY available with bars that are operated under the control of the Person holding the Personal and the Premises license. ANY SALE OF ALCOHOLIC DRINKS BY ANY OTHER PERSON OR ORGANISATION IS ILLEGAL and lays the person selling the drink open to a fine and/or imprisonment. Giving away alcoholic drinks at a function and charging an entrance fee is deemed to be the sale of alcohol and is not permitted. Any person buying alcoholic drinks from an unlicensed person and/or Premises is also committing an OFFENCE and the Personal and Premises License holder is at risk of a fine or imprisonment and the Licensing Authority could revoke the Personal and/or the Premises licenses. Alcoholic drinks must not, under most circumstances, be brought into the Parish Hall by hirers, guests or visitors; however in certain circumstances; provided the licensing laws are strictly adhered to; either the manager and/or the licence holder may at their discretion vary this ruling. If a Parish Hall bar has been ordered and alcoholic drinks are to be legally given away free by the hirer then the alcoholic drink must be purchased from the Parish Hall and the Parish Hall reserves the right to charge corkage.

**Performing Rights Society License** - The hirer is responsible for obtaining Performing Rights Society Licensing.

Bar staff may require proof of age before alcohol will be served and reserve the right not to sell alcohol to anyone unable or unwilling to furnish proof of age, and, at the discretion of either the Premises Licence Holder, and/or the Manager, and/or the persons operating the bar, the Hirer and/or the responsible person may be required to identify persons around the age of 18 years and to fit wrist bands to identify individuals under the age of 18 years and also those above the age of 18 years whose age may be questioned. Any person not wearing a wrist band who cannot prove their age will be refused the sale of alcohol. The Hirer and the responsible person will be fully accountable for any repercussions arising from incorrectly identifying the ages of their guests and visitors. Persons under the age of 18 are strictly prohibited from the bar area and also from purchasing alcoholic drinks. Anyone purchasing alcoholic drink for consumption by persons under the age of 18 is liable to prosecution and also renders the Parish Hall and Trustees open to prosecution. Unless specific times are indicated at the time of booking the bar will open at 19.30 hrs and close at 23.00 hrs prompt. The Trustees cannot normally supply bars for bookings of less than **FIFTY PERSONS**.

**PERFORMING RIGHT SOCIETY & PHONOGRAPHIC PERFORMANCE** The hirer is responsible for obtaining any licenses that may be required in respect of PRS and/or PPL for entertainment, etc, that the hirer wishes to perform, or present to the public, or for personal use or otherwise.

**RESPONSIBLE PERSON.** The person making the booking will be deemed to be the responsible person and in the case of a bar being supplied the responsible person must make themselves known to the trustees operating the bar. The responsible person must ensure the good behaviour of their guests and visitors at all times and that no underage drinking takes place, e.g. alcohol is not purchased by/or for persons under the age of 18 years.

A responsible person, over the age of 21 shall be nominated by the hirer to give constant oversight and attention to the exits and emergency doors, and see that the same are in perfect working order during the time the public are admitted.

The responsible person shall check, before opening to the public that all doors providing means of escape from the premises are unlocked. The hirer/responsible person shall to the best of his/her ability maintain and keep good order and decent behaviour on the premises during hours OF PUBLIC performance and entertainment. The responsible person cannot be delegated or substituted without the written agreement of the Manager or holder of the premises licence.

**ATTENDANTS.** A sufficient number of licensed attendants must always be present to control persons upon the premises, and the number of attendants shall be not less than one for 250 persons and not less than three for 250 to 300 (max.) persons on the premises. Attendants shall be instructed in their duties in case of fire, including the need to call the fire brigade; (see also; Calling the emergency services below); and in the method of ensuring a proper and orderly evacuation. Under no circumstances must the main doors; which are a designated fire escape; be locked during use of the Amber hall, Rattle room or kitchen.

**MAXIMUM NUMBERS** of persons licensed on the premises at any one time must not exceed:

*The Amber Room* - 170 Theatre Style; 130 Wedding Reception/Dinner Party; 170 Buffet/Refectory style.

*The Fabrick Room* – 80 Theatre Style; 50 Dinner Party/Wedding Reception; 50 Meeting/Classroom; 80 Evening Reception/Bufferet.

*The Rattle Room* – 20 Theatre Style; 12 Classroom/Dinner Party; 12 Buffet Party

**POWERS OF ENTRY.** A Constable or authorized officer of appropriate authority or an authorized officer of the fire service has the power of entry to the premises for which a Premises License is currently in force.

**PERIOD OF HIRE AND CANCELLATION.** No booking for the hire of the hall beyond midnight, Monday to Saturday can be accepted unless five weeks previous notice has been given to the Centre Manager/Bookings clerk. No booking shall extend beyond 11.45pm on Sunday. Occupation of the hall and rooms after the period of booking will be subject to an additional charge with a minimum charge for half an hour. Deposits are non refundable and will be at the rate of 10% of the full booking amount, minimum £20. Or £100 for multiple day hire. Bookings are not reserved until the booking form is returned together with the appropriate deposit and the hirer is responsible for ensuring these are received by the manager.

**UNAUTHORISED USE OF ROOMS and FACILITIES.** The hirer undertakes not to use any rooms, facilities or equipment not included in their booking or authorised by the manager. Any persons so doing will be charge for a minimum period of two hours.

**KEYS.** It is the responsibility of the hirer to collect and return keys to the Centre Manager. Neither the manager, the management committee nor the trustees will be held responsible for the hirers failure to collect keys and entry fobs. Keys shall be returned at the earliest possible time, keys not returned on time will incur an additional hiring fee. Lost keys will be subject to an additional charge of £20 per key and £10 per fob.

**SOUND, PROJECTION, THEATRE LIGHTING SYSTEMS and EQUIPMENT.** (Hire of the stage is inclusive of normal strip lights only). Due to the complexity of the above systems and the need for "setting up", if any of these facilities are required they must be arranged at the time of hire. If they are not reserved in the original hire and are required as an addition at a later date they must be requested and paid for at least four full weeks before the event. If they are not reserved at the time of booking then no guarantee of their availability is given.

**USE OF KITCHEN.** The kitchen contains domestic refrigerators and are not suitable for the storage of fresh food.

All kitchen surfaces, (cooker hob, and oven if used) should be wiped down after use with appropriate cleaners. No additional ELECTRICAL EQUIPMENT may be brought into the kitchen without prior permission. The dishwasher must be emptied after use. All cutlery, crockery and the kitchen to be left in the condition found.

**SECURITY.** Kitchen shutters must be secured at the end of the booking. All windows and internal doors should be locked before exiting. All fire doors opened during the letting must be secured with the dead locks using the "star" keys provided. The intruder alarm must be set by the hirer after use and on leaving the building and all doors securely locked.

**DAMAGE.** The hirer shall be responsible for and shall make good in a manner acceptable to the management Committee any damage however caused to the premises, furniture, crockery, fixtures, fittings or the fabric of the building during the hiring period and shall report any such damage to the Centre Manager without delay. The Parish Hall management committee reserves the right to make a bond charge.

**NOTICES.** No notices, posters etc. are to be displayed on any part of the premises except on the notice board provided.

**NOISE.** Users of the Parish Hall are requested to respect the needs of local residents and/or other users of the parish hall, and any noise produced by or associated with the entertainment shall not be of such volume or of such character or occur with such frequency as would unreasonably disturb persons in the neighbourhood of the premises and/or other users of the parish hall. In the event of a complaint from the neighbourhood, noise levels must be reduced to an acceptable level. External speakers cannot be used unless prior permission has been obtained from the licensing authority.

**REFUSE.** Refuse shall not be permitted to accumulate on the premises except stored in the proper waste bins supplied. Upon termination of the hire all refuse shall be removed from the premises into the external bins provided. Excessive food waste is to be taken off site and disposed of by the hirers. Any surplus refuse beyond the capacity of the external waste bin shall be removed from site by the hirer to an official refuse amenity tip. Waste bottles must not be disposed of into external receptacles between 23.00hrs and 7.00hrs the following day if the noise will be audible to residents of neighbouring properties. Should the hirer use the playing fields or other outdoor public areas in an evening, it is the hirers responsibility to ensure that all litter is removed before dark.

**BABY CHANGING FACILITIES ARE** provided in the disabled toilet and users of the hall must not use the kitchen for such purposes. Soiled nappies must be properly disposed of in the units provided and must not be flushed down the toilet or left unattended.

**DANGEROUS PERFORMANCES OR ENTERTAINMENT.** Performances involving danger to the public shall not be given. Balloons or similar filled with flammable gas shall not be allowed upon the premises.

**OFFENSIVE and DANGEROUS WEAPONS** are strictly prohibited from all Parish Hall property.

**GAS CYLINDERS & PORTABLE GAS HEATERS.** May not be used within in the building.

**ELECTRICAL EQUIPMENT.** Including Electrical generators Hirers must not bring their own electrical equipment into the Hall without PRIOR PERMISSION, and all equipment must have a current PAT test certificate and the hirer or the supplier must carry suitable Public Liability Insurance. All music reproduction equipment for the Stage must only be plugged into the Electricity supply on the Stage which is marked as such and is connected to the Fire Alarm system.

**SMOKING and SMOKE MACHINES.** No smoking, candles or other naked flames shall be permitted in any part of the building. Smoke machines may not be used.

**FIREWORKS & PYROTECHNICS, CANDLES and OTHER NAKED FLAMES.** Are strictly prohibited from Parish Hall property. Any persons requiring fireworks or pyrotechnic displays on the sports field must apply for permission from the ASHOVER PARISH COUNCIL.

**DRUGS and/or ILLEGAL SUBSTANCES** must not be brought onto, used or sold on Parish Hall Property.

**CALLING THE EMERGENCY SERVICES.** The responsible person/hirer is responsible for dialling 999 and calling the fire and rescue or other emergency service in case of an outbreak of fire or other emergency. The same person is responsible for ensuring the evacuation of the hall and ensuring that all persons report to them at the designated assembly point and that they liaise with the fire service on their arrival.

**LIGHTING- GENERAL.** Means of illumination adequate to enable the public to use and see their way out of the building shall be kept on at all times when the public are on the premises, except in those parts which are equally well lit by daylight. **SCENERY AND DECORATIONS,** borders, drapery, gauze, cloths, curtains and similar hangings shall be rendered and

maintained flame resistant.

**DRAPES, TABLE CLOTHS, MARQUEES, etc.** brought into the Parish hall by hirers or Marquees used in conjunction with a parish hall hire must have the permission of the centre manager and have them hung or erected by the company supplying them, they must also be suitably treated to render them fireproof and the hirer or the supplier must carry suitable public liability insurance. It is also essential that the marquee supplier must on the first supply visit the Parish Hall to ensure their equipment is compatible with that of the Parish Hall. New fixing or drilling of new holes in walls will not under any circumstances be allowed.

**SEATED AUDIENCE.** At all times during which the premises are used for performances or entertainment when the audience is seated, passages or gangways not less than 1.1 metres wide shall be provided leading direct to the exit doors, and gangways not less than 1.1 metres wide shall be provided, intersecting the rows of seats in such a manner that no seat shall be more than 3.7 metres from a gangway measured in the line of seating.

**OBSTRUCTIONS.** No person shall be allowed to sit or stand in the gangways or passages during any performance or entertainment. The gangways and passages shall be kept entirely free from chairs and any other obstruction.

**EXIT PROVISION.** The public shall be permitted to leave by all exits and entrance doors after each performance or entertainment. Under no circumstances must the main doors; which are a designated fire escape; be locked during use of the Amber hall, Rattle room or kitchen.

**EMERGENCY EXITS.** The Hirer/responsible person shall check and ensure all emergency exits are unlocked and operational at the start of the hire period and before members of the public are allowed into the hall and shall secure the same at the end of the hire period. Under no circumstances must the main doors; which are a designated fire escape; be locked during use of the Amber hall, Rattle room or kitchen.

**HEALTH AND SAFETY.** All hirers and visitors shall at all times adhere to the Health and Safety regulations in force and shall also adhere to any additional Safety requirements as set out by the Parish Hall Management Committee. It is the responsibility of the hirer, his/her guests, contractors, etc, to read and acquaint themselves with the Health and Safety requirements and to fully adhere to these rules and obligations.

**ACCIDENTS** All accidents suffered on the premises should be fully reported to the Centre Manager at the earliest possible time.

**PERSONAL PROPERTY.** The Management Committee does not accept any liability for the loss of/or damage to clothing, articles, goods or equipment left on the premises. Neither can the Management Committee have any responsibility for stored items, or for property and equipment not properly stored by hirers who have storage facilities on the premises. Those hirers must be responsible for and must store all their property and equipment in their designated storage area. Property left on the premises by third parties should be adequately insured at their own cost.

**INSURANCE:-** Commercial Hirers must have their own public liabilities insurance.

**HOURS of USE** At the time of booking an adequate period must be included in the hire before and after the event to cover setting up and clearing away. The trustees reserve the right to refuse to accept or allow a booking in the Amber Hall which will prevent a more appropriate booking being taken in the Amber Hall if that booking can reasonably be served by using the Fabric room.

**COMPLETION OF HIRE.** The hirer is to leave rooms, fittings and equipment in a clean and tidy condition with chairs and tables stacked away in the allocated positions and the doors and windows secured and locked.

**PRIVATE AREAS.** Access to Areas marked Private is not allowed without specific permission from the manager and persons under the age of 16 are prohibited.

**CHILD PROTECTION.** All persons using, hiring, or visiting the parish hall shall at all times adhere to the Child protection requirements

**SOUND and LIGHTING SYSTEMS.** Any hirer wishing to use the Parish Hall sound, lighting, projector systems or any combinations can do so at additional cost and under the supervision of the Parish Halls sound and lighting systems manager/supervisor.

**HEARING LOOP SYSTEM.** A separate hearing loop system is installed in the Amber room and the Fabric room; if either or both are required for your function please ask the management for one or both to be switched on.

**OVERNIGHT PARKING.** Overnight parking of caravans, caravanettes, trailer or other mobile homes is strictly forbidden on the car park by order of the Parish Council.

**ADDITIONAL INFORMATION.** The hirer should be aware that during the football and cricket seasons there is a very small risk of stray footballs and/or cricket balls entering upon the parish hall ground and surrounding area. Responsibility for liability, if proved, is with the relevant club or organisation.

If any of these terms and conditions are found to be illegal, invalid or unenforceable by any court of justice, the remainder shall continue in full force and effect.

The hirer must visit the Parish Hall 4 weeks prior to the booking to complete all forms.

These conditions supersede all previous versions and are effective from 20th June 2015.

Payment of either a deposit or the full cost of hire by the prospective hirer denotes acceptance of, and agreement to the above conditions.

The Booking Form, Function Details & the Terms & Conditions of Hire relating to Public, Private & Commercial Hire all form an integral part of the overall hire agreement.

Payments can be made by BACS to:-

Sort Code: 09-01-55  
Bank Account No: 79558703  
Using your name as reference.

**Accepted and Agreed to:**

**By:** (please print full name).....

**For and on behalf of:** .....

**Signature**.....

**Dated:** .....

**Should you have any difficulties with your booking, please contact the Housekeeper or Managers.**

**Contact information is displayed on the Foyer alarm panel.**

**THESE CONDITIONS CAN BE OBTAINED IN LARGER PRINT ON APPLICATION TO THE PARISH HALL MANAGER.**