

## Chapel-en-le-Frith Parish Council Hiring Agreement

To be completed and returned along with deposit or full payment

Date required:

Day

Month

Time required including  
setting up and clearing  
away

From:

To:

**NB: These times must be strictly adhered to, your arrival time must be prompt to enable you to meet with the caretaker. Every additional half hour outside of the hired times will be charged at the hourly rate.**

**If you have large equipment to set up, i.e. Bouncy castles, you must factor the setting up and packing away times in your booking.**

Contact details:

	Clerk to the Council
Address	Town Hall, Market Street Chapel-en-le-Frith High Peak SK23 0HP
Telephone Number	01298813320
Email address	clerk@chapelpc.org

Hirer:

(a) Name

(b) Organisation

Address	<input type="text"/>
Telephone	<input type="text"/>
Email	<input type="text"/>

Hire Fee

£

Deposit

£

A deposit of £50 is required to secure the booking, unless the hire fee is less, in which case payment must be made in full before the hire date. Balances of hires costing more than £50 must also be made prior to the hire date. If alcohol is to be provided a deposit of £200 is required.

This deposit 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 Town Hall about noise or other disturbance during the period of the hiring as a result of the hiring.

**Please indicate which rooms you wish to book**

Main Hall

Annexe

Main Hall and Annexe


Purpose/description of hiring:

Will you be using any large equipment? i.e. Bouncy Castles, if so please state below:

Equipment required	Yes or No	Number Required
Chairs		
Large Tables		
Small tables		
<b>Please tick if you require any of the following items</b>		
Crockery		
Urn		
PA System		
Flip Chart		
Projector Screen		

The Town Hall has a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated.

Activity	The hall is licensed for	Times for which the activity is licensed	Indicate activities to take place at your event
The performance of plays	√	9am - midnight	
The performance of live music	√	9am - midnight	
The playing of recorded music	√	9am - midnight	
Dancing	√	9am - midnight	

For any hazardous activities such as Bouncy Castles and martial arts you must obtain your own insurance cover and provide the Council with a copy of the certificate.

The Hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers.

Main hall	150
Annexe	50

If alcohol is to be sold it is the hirer's responsibility to ensure that the person providing this service has the appropriate Temporary Event Notice obtained from High Peak Borough Council. A copy of the Notice should be made available to the Parish Council prior to the commencement of the hire.

The Hirer agrees to be present during the hiring and to comply fully with this Hire Agreement.

It is agreed that the Standard Conditions of Hire together with any additional conditions imposed under the Premises Licence or that the Parish Council deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Parish Council and the Hirer.

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.

Hirer's signature

Date

## Standard conditions of hire

### 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 Booking 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 (including the car parking area) 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. 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 Town Hall/ 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 Town Hall/ 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.
- (iv) The Parish Council is insured against any legal liability arising out of its **own** negligence.

### 5. 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.

### 6. Music Copyright licensing

The hirer shall ensure that the Parish Council holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence.

### 7. 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.

### 8. 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 Criminal Records Bureau 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 CRB check and Child Protection Policy on request.

#### **9. 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 Hirer shall also comply with the hall's health and safety policy.

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

(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. (Include diagram of location when handing over keys.)
- 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 the following items:

- That all fire exits are unlocked and panic bolts 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 exit signs are illuminated.
- That there are no obvious fire hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

#### **10. 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, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

#### **11. 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.

#### **12. 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 not provided with a refrigerator and thermometer.

#### **13. 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.

**14. 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 (other than stored equipment) 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.

**15. Smoking**

The Hirer shall, and 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 thereunder. 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.

**16. Accidents and dangerous occurrences**

Any failure of equipment belonging to the Parish Council or brought in by the Hirer must also be reported **as soon as** possible. The Hirer must report all accidents involving injury to the public to the Clerk to the Parish Council **as soon as** possible and complete the relevant section in the Parish Council'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

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

**18. 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 Parish Council. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

**19. 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 Parish Council. No animals whatsoever are to enter the kitchen at any time.

**20. 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 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.

**21. 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.

**22. Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the Town Hall 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 Parish Council. 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 such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or 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.
- (e) If the Council requires the premises.

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.

**23. End of hire**

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 and all waste removed from the premises, otherwise the Parish Council shall be at liberty to make an additional charge.

**24. 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.

**25. No rights**

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