



## Kenwyn Parish Council

c/o Shortlanesend Village Hall

School Hill

Shortlanesend

Truro TR4 9DU

Tel: 07345 703374

Email: [clerk@kenwynparishcouncil.gov.uk](mailto:clerk@kenwynparishcouncil.gov.uk)

### **Shortlanesend Village Hall – Terms and Conditions of Hire**

These Terms and Conditions of Hire apply to all hiring's of the Hall. If the Hirer is in any doubt as to the meaning of the following, the Clerk to Kenwyn Parish Council should be consulted.

**"Premises"** shall from hereafter include the hall, the outside grounds and Car Park area.

**"Hirer"** shall mean an individual or where the Hirer is an organisation, the authorised representative.

These conditions prohibit the hire of the hall to anyone under the age of 21 years. An older person making a booking on behalf of someone younger than 21 years old must be aware of the responsibilities for which they will be liable.

Each and every hire session will be charged for.

Sessions are: Morning 0800 to 1200 Afternoon 1230 to 1700 Evening 1800 to 2200 hrs.

All music and noise must end by 2200 hrs.

Copies of the club/organisation's Constitution must be returned with the booking form (long term hirers only)

A copy of these Terms and Conditions will be supplied to each hirer for their retention.

All vehicles parked in the village hall car park are left there at the owner's risk. No liability will be assumed by the parish council for any loss or damage to vehicles parked in the car park.

**A verbal booking (subject to availability) will only be confirmed on receipt of the following by the Clerk in advance of the proposed booking:**

- A copy of the Club/Organisation's Insurance Policy
- A copy of any Music and or Entertainment Licence (if applicable)

#### **1 Supervision**

The Hirer shall, during the period of the hiring, be responsible for: Supervision of the premises, the care of the fabric and the contents; safety from damage however slight or change of any sort and the behaviour of all persons using the premises (the maximum seated capacity in rows shall not exceed 60 People and the maximum seated capacity around tables shall not exceed 80 People);

including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

**As directed by Kenwyn Parish Council, the Hirer shall pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for any loss of contents.**

## **2 Use of Premises**

The Hirer shall not use the premises for any purpose other than that described in the Booking Form as signed by the Hirer, And shall not sub-let 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 nor allow the consumption of alcohol thereon without written permission.

## **3 Indemnity**

The Hirer shall indemnify and keep indemnified each member of Kenwyn Parish Council and its employees, volunteers, agents and invitees against:

(a) The cost of repair of any damage done to any part of the premises including the structure thereof or the contents of the premises and

(b) All claims 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. Each club/organisation should hold an appropriate insurance policy for its members and proof of this insurance copy must accompany the booking form.

**However, the Hirer may accept all the responsibility of the risks as an alternative to taking out suitable insurance by signing the Booking Form.**

(The Village Hall is insured against any claims arising out of its own negligence)

## **4 Stored Equipment**

No outdoor sheds or storage facilities for use by any hirer will be permitted. Kenwyn 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. Kenwyn Parish Council may, in its discretion, in either of the following circumstances:

(a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due, **remove the same within 1 day after the agreed storage period has ended.**

(b) in respect of any other property brought onto the premises for the purposes of the hiring, failure by the Hirer to remove the same within 1 day after the hiring; **dispose 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.**

## **5 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 Kenwyn Parish Council remain in the premises at the end of the hiring and become the property of the Village Hall or be removed by the Hirer who must make good to the satisfaction of the Council any damage caused to the premises by such removal.

### **6 Use of Wall Space**

No pictures, posters, charts or other publications to be displayed on any wall, in the hall, kitchen, hallway and toilets. Nothing to be attached or fixed in any way to the wall space anywhere on the premises.

### **7 Allocated Cupboard Space**

One kitchen cupboard will be assigned for use by the hirer. No other cupboards to be used to ensure each regular hirer has sufficient storage space.

### **8 Accidents and Dangerous Occurrences**

All accidents or incidents must be recorded in the Shortlanesend Village Hall Accident Book.

The Hirer must report all accidents involving injury to the public to the Clerk to Kenwyn Parish Council as soon as possible. Any failure of equipment belonging to the Village Hall must also be reported as soon as possible.

### **9 Licences**

The Hall does not have an alcohol Licence. Therefore, the Hirer shall be responsible for obtaining such Licences as may be needed whether for the sale or supply of intoxicating liquor, in respect of consumption on the premises. A copy of the Licence must be supplied to the Clerk to the Council prior to the event.

A copy of the Music and/or Entertainment Licence (if appropriate) must be sent with the completed booking form.

### **10 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.

### **11 Health and Hygiene**

Only supplied toilet paper may be used in the toilets. All other sanitary items and baby's nappies to be disposed of in an appropriate manner. In the event that the drains become blocked by

sanitary items or baby's nappies the hirer will be invoiced for the cost of clearing the drains and any associated call out charges and/or repair charges. The Hirer shall, if preparing, serving or selling Food, observe all relevant Food Health and Hygiene Legislation and Regulations. Any long term hirer preparing and serving food must supply the Clerk to the Council with copies of the relevant Health & Hygiene Certificates.

### **12 Electrical Appliance Safety**

**No personal electrical equipment or appliances may be used anywhere on the premises without a current PAT Certificate. A copy of the PAT Certificate must be supplied to the Clerk to the Council for each electrical item to be used on the premises. A new PAT Certificate must be supplied for each new electrical item.**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe and in good working order, and used in a safe manner. Kenwyn Parish Council reserves the right to examine the required Certification issued by a competent Person or Company in respect to the testing of any such electrical appliances or equipment. Proof of the required Certification will be required for each existing electrical item and each new electrical item.

### **13 Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and the Local Magistrate's Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment.

A fire-risk assessment for the known hazards has been carried out by Kenwyn Parish Council. The introduction of a new fire risk by the Hirer either as a source of ignition e.g. Lighting of Candles, or as new flammable materials e.g. solvents, paper hangings must be accompanied by a risk assessment carried out by the Hirer.

No Gas appliances or barbeques permitted on the premises.

The hirer will be responsible for ensuring safe entrance and egress from the hall by ensuring all floodlights and security lights are switched on during those periods.

### **14 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 only fit and proper persons have access to the children. (The Hirer will be expected to have themselves aware of the liabilities stated in the above legislation).

### **15 Compliance with the Health Act 2006 Prohibition of Smoking in Public Places**

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 thereunder. Any person who breaches this provision shall be asked to leave the premises. (The Hirer will be expected to have themselves aware of the liabilities stated in the above legislation).

### **16 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 Kenwyn Parish Council. No animals whatsoever are to enter the Kitchen at any time.

### **17 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 the organiser's name and address and any discounts offered are based only on Manufacturers' Recommended Retail Prices. (The Hirer will be expected to have themselves aware of the liabilities stated in the above legislation).

### **18 Noise**

The Hirer shall ensure that the minimum level of noise is made on arrival, during the Hire period and departure, particularly late at night and early in the morning. It is a condition of our hiring that the doors are kept closed to limit neighbour noise.

### **19 The right to enter**

Any Parish Council Member or the Clerk to the Council has the right to enter the Hall at any time other than during events falling under the provisions of the Children Act 1989.

### **20 End of Hire Period**

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

### **21 Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the Clerk is unable to conclude a replacement booking, the question of the payment or the repayment of the Hire fee shall be at the discretion of Kenwyn Parish Council.

Kenwyn 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 bye-election
- (b) The hall is required for use by the Parish Council

(c) Kenwyn Parish Council reasonably considers that (1) such hiring might lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (2) unlawful or unsuitable activities will take place at the premises as a result of this hiring.

(d) The premises becoming unfit for the use intended by the Hirer.

**22 No Rights**

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

**23 The Clerk to Kenwyn Parish Council's contact number is**

07345703374 and the email address is [clerk@kenwynparishcouncil.gov.uk](mailto:clerk@kenwynparishcouncil.gov.uk)

**Signed by the Hirer .....**

**By signing this agreement the hirer agrees to abide by all terms and conditions laid out herein**

**Name .....**

**Address .....**

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