

**Effective from 1<sup>st</sup> September 2013**

**Hire of the Redbourn Parish Centre ("RPC") is subject to these Terms and Conditions of Hire**

**1. Undertaking of the Hirer**

**The Hirer** undertakes to ensure that they have an understanding of the **RPC** Conditions at the time of booking and use.

**2. Supervision by the Hirer**

**The Hirer** undertakes to be present, or arrange for sufficient competent representatives to be present, throughout the hire period to ensure the provisions and stipulations contained, or referred to, in these **RPC** conditions and any applicable licenses are complied with.

**3. Responsibility of the Hirer**

**The Hirer** shall, be responsible during the period of hire for:

- Ensuring that the number of people using each room hired will not exceeding that permitted for each room.
- Ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by others.
- Ensuring that everything is left clean and tidy with rubbish removed at the end of the hire.
- Ensuring that all equipment, chairs and tables have been returned to storage positions tidily, the premises are cleared of people, all lights switched off, and the building secured and alarmed by use of the keys supplied, except for any facilities or room or public area in use by another continuing hire.
- **RPC** are not liable for any injury incurred from the setting up/tidying up of the tables and chairs.
- The behavior of all persons using the premises, whatever their capacity, including proper supervision of car parking arrangements, so as to avoid obstruction of the highway or access road ensuring no excessive noise occurs, particularly late at night or early morning, with a minimum of noise being made on by any person on arrival or departure.
- Ensuring that no animals (including birds), except guide dogs are brought into the building, without written permission of the **RPC** on the occasion of a special event or hire agreed to by the **RPC** ensuring that **NO** animals whatsoever enter the kitchen at any time.
- Ensuring that any electrical appliances brought onto the premises and used there shall be certified safe and in good working order, and used in a safe manner, using residual current circuit breakers where appropriate.
- Hirers should acquaint themselves with the location of the fire exits, take note of the Fire Action notices adjacent to the exits and ensure that all fire safety regulations are followed
- Ensuring that no LPG appliances or highly flammable substances are brought onto the premises.
- Ensuring that parking is done in designated places, that there are no obstructions to and from the highway and ensuring at all times access to premises by local residents.

#### **4. Use of the RPC**

**The Hirer** shall not:

- Sub-hire or use the premises for any purpose other than that described in the hiring agreement
- Use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way do anything or bring onto the premises anything which may endanger the premises or render invalid any insurance policies in respect thereof
- Allow the use of drugs on the premises or allow smoking in the building

#### **5. Authority required by the Premises to supply alcohol**

- Under no circumstances may alcohol be supplied or consumed on the premises without the specific written authority of the RPC
- The Hirer shall be responsible for obtaining a temporary events notice for the sale of alcohol from the Licensing Office. A copy of any license obtained must be provided to the Redbourn Parish Clerk office before the date of the function and must be displayed at the function.
- Hirers will be required to observe the conditions of the Licensing Act 2003 especially in relation to the supply or sale of alcohol to children under the age of 18 and disorderly behaviour on the premises due to consumption of alcohol
- The Hirer must check ID to ensure that alcohol is not sold to anyone under the age of 18

#### **6. Health & Hygiene**

**The Hirer** shall, if preparing, serving, or selling food observes all relevant food health and hygiene legislation and regulations.

#### **7. The Children Act of 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.

#### **8. Insurance**

The **RPC** is insured against any claims arising out of its own negligence and its public liability cover extends to cover non-profit making, i.e. non-commercial hirers.

#### **9. Compliance with other relevant legislation**

**The Hirer** shall ensure that the users do not contravene the *law relating to gaming, betting, and lotteries* comply with all conditions and regulations required by the *Premises Licensing Act*, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the premises. A breach of this condition may lead to prosecution by the local authority.

## 10. Indemnity

**The Hirer** shall indemnify and keep indemnified each member of **Redbourn Parish Council, the Parish Centre Management Committee** and the **RPC's** employees, volunteers, agents and invitees against:

- (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises, and
- (b) against all actions, claims, and costs of proceedings arising from any breach of the **RPC Conditions**
- (c) all claims in respect of damages, including damage for 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**

As directed by the **RPC, 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.

## 11. Accidents and Dangerous Occurrences

**The Hirer** must report all accidents involving injury to the public to an authorised representative of the **RPC** as soon as possible, and complete the relevant section in the **RPC's** Accident Book (kept in the kitchen). Any failure of equipment, either that belonging to the **RPC**, or brought in by **the Hirer** must also be reported as soon as possible.

## 12. Stored equipment

The **RPC** accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property, other than that stored on the premises by agreement must be removed at the end of each hiring or storage period. The **RPC** may dispose of any such items seven days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit, and charge **the Hirer** daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

## 13. 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 **RPC**. Any alteration, fixture or fitting, or attachment, so approved shall, at the discretion of the **RPC** remain in the premises at the end of the hiring and become the property of the **RPC** or, be removed by **the Hirer**. **The Hirer** must make good to the satisfaction of the **RPC** any damage caused to the premises by such removal.

## 14. Cancellation by the Hirer

If **the hirer** cancels two weeks before the event a full refund of the fee paid at the time of booking is refundable. There is no refund of booking fees if cancellation takes place within the period of two weeks before the planned hire date. **The Hirer** must confirm cancellation of the booking in writing.

## 15. Cancellation by RPC

The **RPC** reserves the right to cancel a hiring by written notice to **the Hirer** in the event of the premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye- election or referendum or, the **RPC** reasonably consider that:

- a) such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or
- b) unlawful or unsuitable activities may take place at the premises as a result of the hiring, or
- c) the premises have become unfit for the use intended by **the Hirer** In any such case **the Hirer** shall be entitled to a refund of any deposit or hire fees already paid, but the **RPC** shall not be liable for any resulting direct or indirect loss or damages whatsoever.
- d) **RPC** are unable to accommodate the hire due to lack of staff.

**RPC** will refund the full hire charge paid by the Hirer but will not pay any resultant additional costs.

## 16. After the hire, hirers should ensure the following:

The floor in the main hall has been swept and any spills cleaned up
All kitchen surfaces are clean
Ovens & fridges are empty and clean
Ovens and hobs are turned off
Mains kettle is off
All crockery and glasses are returned to cupboards
Toilets are left clean and tidy
All bins are emptied
All rubbish is removed from site
All windows and doors are closed

17. RPC reserve the right to amend these conditions of Hire at any time.