



St Michael's Hall,
Linchmere Road, Hammer GU27 3QW

Terms & Conditions of Hire

Definitions

For the purposes of this agreement and the conditions of hire, the term “Hirer” shall mean an individual hirer or, where the “Hirer” is an organisation that organisation. “Premises” means those parts of St Michael’s Hall stated on the Booking form being those subject to this hire agreement. “Booking” means the contract between the Hirer and Lynchmere Parish Council as detailed and on the terms of this agreement. “Period” means the time or times reserved under these conditions and “the Function” means that described and authorised by the Booking. If the Hirer is in any doubt as to the meaning of any of the conditions, the Facilities Manager should immediately be consulted.

Hiring agreement

In consideration of the Hire Fee detailed on the Booking Form, Lynchmere Parish Council agrees to permit the Hirer to use the Premises for the Function and for the Period(s) described in the booking form.

You must sign and date this agreement as confirmation that you understand the Standard conditions of hire and the Special conditions of hire set out below.

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 Facilities Manager, 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 park if any) 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

Lynchmere 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 Lynchmere 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.

St Michael's Hall is insured against any claims arising out of its own negligence.

5. Consumption of Alcohol

Alcoholic drinks must not be sold without the Hirer obtaining a licence from the local authority (Chichester District Council.) A licence is not required if the alcohol is being provided free of charge.

6. 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.

7. Film and TV

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 films shown at the hall. The premises is not licenced for the broadcasting of live TV or catch up.

8. Childcare Act 2006

The Hirer 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

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 number of persons using the premises at any one time **must not exceed 80**

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the facilities manager.

By signing this agreement The Hirer acknowledges that they have read and understood the Fire Safety Policy and Fire Evacuation Plan for the hall and 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.
- 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.

(c) In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- 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 obvious fire hazards on the premises.

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 provided with a refrigerator but not a 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. A residual circuit breaker is provided and the hirer must make use of it in the interests of public safety.

14. Stored equipment

The hall 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.

Lynchmere Parish Council may, use its discretion in any of the following circumstances:

Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in any such items being disposed of by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and disposing.

15. Smoking

Smoking is not permitted on the premises at any time and the Hirer shall ensure that any person who breaches this provision shall be asked to leave the premises.

16. Accidents and dangerous occurrences

Any failure of equipment belonging to the hall 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 facilities manager as soon as possible in order for it to be formally recorded.

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 prior consent. 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. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used. The electric radiators in the hall are available to be used, the Hirer is responsible for switching them off. If they are left on by mistake, Lynchmere Parish Council may seek reimbursement from the Hirer for the additional electricity consumed.

19. Animals

The Hirer shall ensure that no animals except guide dogs are brought into the premises without prior consent. No animals whatsoever are to enter the kitchen at any time.

20. Wi-Fi Services

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

(a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;

(b) 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.

(c) interfering with any other persons use or enjoyment of the WiFi service

We reserve the right to suspend or terminate our WiFi service at any time.

21. Cancellation

If you wish to cancel your booking please do so by contacting assistantclerk@lynchmere-pc.gov.uk giving a minimum of 48 hours notice.

The Hall reserves the right to cancel this hiring by email 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) Lynchmere Parish Council reasonably considering that (i) such hiring will lead to 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 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.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

22. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked, windows and emergency exits secured. Lights and appliances switched off, taps in the kitchen and toilets turned off and rubbish is to be taken away.

23. No rights

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

Special Conditions of Hire

All functions must end promptly by 10pm Monday- Saturday and 9pm Sunday. On special occasions when the hall is in use after hours those functions will end no later than midnight.

Fire

Hirers must ensure that all precautions are taken against risk of FIRE and damage to the property. Instructions for smoke/heat alarms/exits/equipment, and what to do in the event of a fire, can be found on the Fire Action Notice signs positioned at all call points and final exits.

The Hall has no telephone. Please ensure you have a mobile in good working order with you.

All means of EXITS from the premises must be kept free from obstruction and immediately available for instant public exit.

It is a criminal offence to discharge or tamper with any firefighting equipment, the cost of replacements shall be recovered from the Hirer unless the equipment was used to tackle a fire.

Opening and closing the hall

Arrangements for access to the hall will be made shortly before the booking commencement – please contact assistantclerk@lynchmere-pc.gov.uk a few days before the event.

Regular hirers shall obtain the code for the key safe located on the wall to the right of the main door, inside the porch. Hirers are responsible for returning the key to the key safe at the end of the hire period and ensuring it is locked. The code is subject to being changed on a regular basis and in this instance Hirers will receive a notification with the new code.

Guests are expected to vacate the premises within fifteen minutes of the end of a hire period.

At the end of the booking period, the Hirer must ensure that the hall is clean and tidy as it was when they arrived. Floors must be swept and washed if necessary and the kitchen surfaces wiped down. The Hirer shall thoroughly inspect all areas to ensure lights and appliances are switched off, taps are not left running and that all windows and fire exits and fire doors are closed before securing the building.

Any rubbish accumulated during the hire period must be taken away by the Hirer.

Furniture

Please manoeuvre furniture responsibly to avoid injury and stack chairs and tables neatly in the storage area in the manner that you found them at the start of the hire period.

Faults/ damage/ comments

To avoid damage to the floors equipment and furniture must not be dragged across it.

Please do not use blue tac or sticky tape on any surface.

Please report any faults or damage to the facilities manager as soon as possible so that they can be rectified quickly.

Please ensure that guests park sensibly on the right hand side of the car park and do not obstruct the entrance to the car park. Traffic cones are available to use on request.

Payment

Payment is due within the terms specified on the invoice provided. Please note that cash payments are not accepted, the banking hub or post office can take payments by cash directly into the account detailed on the invoice.

The Terms and conditions above will be reviewed annually and Lynchmere Parish council reserves the right to make changes at any time prior to the scheduled review.

Contact: **Lynchmere Parish Council**

Leina Mancuso- Assistant Clerk / Facilities Manager

Email: assistantclerk@lynchmere-pc.gov.uk

Phone: **01428731124**

Text/ Whatsapp : **07477203381**

Hirer Details:

Name:

Address:

Telephone:

Sign:

Date: