



VERWOOD PCC

STANDARD CONDITIONS OF HIRE

for

ST MICHAEL AND ALL ANGELS PARISH CENTRE, VERWOOD

1. Deposits

A cash security deposit will be due on booking. This will be repaid upon application within 28 days of the end of the hire period, less any cancellation fee, or costs incurred as a result of a breach of any of these conditions or of rectifying any damage caused during the hire period. The PCC is the sole arbiter of what charges are appropriate to cover any additional costs incurred.

2. Cancellation Fee

A cancellation fee of 50% of the hire cost will be charged if the booking is cancelled less than 28 days before the hire period.

3. Accounts for Hire

Cheques are to be made payable to Verwood PCC and submitted to the Parish Office at least 7 days before the start of the hire period. All monthly accounts must be settled in full within 30 days of the most recent hire date, failing which the PCC reserves the right to cancel all future bookings and retain the deposit.

4. Re-arrangement of booking

The PCC reserves the right to re-arrange bookings and will minimise inconvenience by giving Hirers as much notice as possible. If it is necessary for a one-off event to be cancelled a full refund will be made of the deposit, but no further payment will be due or payable.

5. Insurance

The buildings are insured and public liability insurance is in place. The Hirer must not do anything which may adversely affect such cover, and must arrange its own insurance for any events or activities which may not be covered. The Hirer can obtain a copy of the insurance details from the Parish Office on request.

6. Use of the property

The Hirer will have the right to use the whole or agreed part of the Parish Centre and the surrounds including the car park during the hire period, but only for the authorised activities. Use of the car park is subject to care being taken to prevent any private access being obstructed (and car parking stewards should be used if necessary). In the event of the property or any part becoming unfit for use, the PCC shall not be liable to the Hirer for any resulting loss or damage, but any payments made will be refunded in full.

The Hirer is not entitled to sub-let the premises nor use the premises for any unlawful purpose or in any unlawful manner. The occupation permitted is not exclusive, and the PCC has the right to enter or remain in the premises during the hire period.

Nothing in this agreement constitutes a tenancy.

Bouncy castle equipment should be hired from a reputable hire company and, wherever possible, set up, operated and supervised by the hire company's own staff. Verwood PCC accepts no liability for incorrect installation or operation of any equipment installed by the hirers of their agent.

The hire period will end no later than 22:30 hours (10.30pm) by which time the premises and grounds must be vacated.

7. Hirer's responsibilities

The Hirer will at all times during the hire period be responsible for:

- a) collecting and returning the key (having properly locked and secured the building) to the Parish Office during its normal working hours, or as arranged. There is a £30 deposit to cover the key and the alarm fob of which £15 will be forfeited for each if they are lost.
- b) the supervision and care of the premises, the fabric and contents (and in this respect nothing may be pinned or stuck to any walls or surfaces). The Hirer will indemnify the PCC for the cost of repair or damage caused during the hire period.
- c) leaving the property and its surrounds in a clean and tidy condition; returning all equipment and furniture to their correct places (especially tables and chairs); switching off lights and taps; removing any items brought into the property during the hire period; and removing all rubbish to the external bins at the front of the building.
- d) returning any alteration in the thermostat heating controls to the level found at the start of the hire period. No alteration is permitted to the main pre-set heating control.
- e) the behaviour of the people attending the event, who will be expected to act in a decorous and responsible manner at all times and in particular to have regard to the neighbours and to leave the area quickly and quietly.

8. Compliance with Safety requirements

The Hirer shall:

- a) if preparing, serving or selling food or drink, observe all relevant food health and hygiene legislation and regulations
- b) ensure that a working mobile telephone is available for emergency use, and its position known, for the duration of the hire
- c) ensure that any electrical appliances brought onto the premises during the hire period are safe and in good working order, and used in a safe manner

- d) ensure that no smoking is allowed anywhere in the buildings, and that those smoking outside do so quietly, and use the receptacles provided for extinguishing/disposing of cigarettes
- e) ensure that attendees are aware of the fire evacuation and safety procedures, and that a responsible person is aware of the location and use of fire equipment and escape routes, and that these are kept clear (see information sheet for brief details and a copy of the full Fire Risk Assessment may be obtained from the Parish Office on request). The Hirer is also responsible for ensuring that the maximum permitted capacity indicated in the Fire Risk Assessment is not exceeded.
- f) ensure that a sufficiently competent person is made aware of the location of the first aid box
- g) in the event of any injury occurring, arrange for the Accident Book to be completed immediately, and the Accident Sheet forwarded to the Parish Office as soon as possible.

9. Safety of Children and Vulnerable Persons

In the use of the premises, the Hirer is responsible for ensuring the safety of any and all children or vulnerable adults that use the premises during the hire period, and agrees to take proper steps to prevent any injury, loss, damage or harm to children or other vulnerable people in the course of the hiring. The Hirer's attention is drawn to the publication "Safe from Harm", a copy of which may be obtained from the Parish Office. **Children under 16 are not allowed in the kitchen area.**

Regular booking hirers will be required to demonstrate the procedures in place for compliance. The PCC reserve the right to cancel bookings, without notice or recourse to the PCC, if adequate demonstration cannot be given. Acceptance of the booking following demonstration of the procedure will not be deemed to be approval of the procedure by the PCC.

10. Use of the Premises by Young Children

No activities or groups involving young children (aged 7 or under) will be permitted unless specifically authorised by the PCC. The Hirer will be required to comply with the relevant provisions of the Protection of Children Act 1999 and the Children Act 1989. In particular, it will be the responsibility of the Hirer to ensure that only fit and proper persons have access to young children, and that such persons are in attendance at all times that young children are using the property or surrounds/grounds.

All Hirers (including Church groups) will comply with the PCC's Safeguarding Policy (for Children and Vulnerable adults), or have a Policy which is compliant with the PCC Policy. A copy of the PCC's Safeguarding Policy can be obtained from the Parish Office on request.

11. Nuisance

The Hirer shall not cause or permit:

- a) litter to be left in or around the premises or surrounds/grounds
- b) animals on the premises (unless specifically authorised, or guide, hearing or helping dogs)
- c) noise, either inside or outside the premises, to reach levels which may cause nuisance or annoyance to those living in the vicinity.

12. Provision of licensable activities

Licensable activities under the Licensing Act 2003 (the Act) include:

- a) sale of alcohol within the premises for consumption on premises – sale of alcohol is NOT permitted outside as this is an alcohol free zone
- b) provision of regulated entertainment which may include music (recorded or live), dancing by or for the attendees, like entertainments (such as karaoke etc); theatrical productions, film shows etc and indoor sports with spectators. Some entertainments may be exempt. Entertainments may require copyright licences as well, and it is the duty of the Hirer to ensure that any such licences that may be necessary are obtained.

The Hirer may only permit licensable activities at the premises if authorised by the Licensing Authority (East Dorset District Council). This may be under the Premises Licence held by the PCC (with their permission) or under a **Temporary Event Notice (TEN)**. If the Hirer wants to operate under a TEN, specific permission must be obtained from the PCC. Any administration fee payable for that permission must be paid at the time the permission is sought. If that permission is given, the Hirer will be responsible for properly making the TEN and paying the TEN fee. The Hirer must operate in accordance with the terms of the TEN and the requirements of the Act.

13. Premises Licence

Licensable activities may only be offered by virtue of the Premises Licence if the Hirer has obtained:

- a) the PCC's consent,
- b) a copy of the Licence
- c) a note of the main restrictions of the Act (the yellow sheet) from the Parish Office and has made the person responsible for supervising the event fully familiar with its terms and conditions/contents. No activities may be offered save in accordance with those terms and conditions, and compliance with the Act.

14. Sale of alcohol

The sale of alcohol to attendees, either by a cash bar or included in ticket entry, is only permitted if, in addition to full compliance with condition 13 above, the Hirer reads, understands and fully complies with the Summary of Responsibilities (pink sheet) obtained from the Parish Office on consent for such use being given. No off sales (ie to take away) are permitted.

For any serious or consistent breach of these conditions the PCC may terminate an existing hire agreement forthwith.