

**WINKFIELD PARISH COUNCIL STANDARD CONDITIONS OF HIRE
CARNATION HALL AT CHAVEY DOWN ROAD, WINKFIELD ROW**

For the purposes of these conditions, the term **HIRER** shall mean an individual hirer or, where the hirer is an organisation, the authorised representative. The Hirer shall not be a person under 18 years of age. The Council does not accept bookings for teenage parties.

1. **THE HIRER** will, 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 to avoid obstruction of the highway and disturbance to neighbouring properties.
2. **THE HIRER** shall not use the premises 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 purpose or in any unlawful way nor do anything or bring on to the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the sale of alcoholic liquor thereon without written permission.
3. **THE COUNCIL** shall be responsible for registration with The Performing Rights Society (PRS) and registering the Hall as a food premises.
4. **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.
5. **THE HIRER** shall comply with all conditions and regulations made in respect of the premises by the Parish Council, the Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.
6. **THE HIRER** shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
7. **THE HIRER** shall ensure that any electrical appliances brought by them (or anyone on connection with this hire, e.g. DJs, caterers, etc.) to the premises and used there shall be: safe and in good working order; used in a safe manner; fitted with effective suppressors and properly earthed and; insulated or PAT tested where required.
8. **THE HIRER** must pay a **CASH or CARD** indemnity deposit for all bookings. Cash deposits can be collected from the Wednesday after the booking. Any deposits not collected within 12 months will be donated to a local charity. Card payments will be refunded on the Wednesday following your booking; no action from the hirer is required to effect this transaction.
9. If **THE HIRER** wishes to cancel the booking within 28 days of the date of the event for whatever reason the deposit will be forfeited and if the Council is unable to conclude a replacement booking, the repayment of the hire charge shall be at the discretion of the Clerk of the Council.
10. **THE HIRER** shall be responsible for the security of the building during the period of hiring. The front door must be secured when not in use to prevent unauthorised admissions to the building. In the event of the fire alarm sounding the premises must be vacated. On leaving the building the hirer shall ensure that all rooms and toilets have been vacated.
11. **THE HIRER** shall ensure that the 'No Smoking' rule is obeyed. This includes the whole building and outside entrance canopy.
12. **THE HIRER** shall not affix signs or notices without the consent of the Council, except that decorations, art-work and posters may be temporarily hung from the hooks provided on the picture rail. Sellotape, Blue-Tac and drawings pins may not be used.
13. **THE HIRER** shall not erect any advertising materials on street furniture or outside the perimeter of the grounds. (This is to comply with Bracknell Forest Borough Council and Highways legislation.)
14. **THE HIRER** shall not store any equipment on the premises without the prior consent of the Council. The Council reserves the right to charge for long-term storage at the hall.
15. **THE HIRER** must inform the Council of any intended use of the outside recreational use i.e. for BBQ's.
16. **THE HIRER** may use the tables and chairs provided by the Council, but may not use any other equipment belonging to other users of the hall.
17. **THE HIRER shall leave the site in a clean and tidy condition and return all chairs, tables and equipment to the place of storage as found.**
18. **THE HIRER shall vacate the site by the time stated on the Agreement. Failure to do so will result in a financial penalty recovered from the indemnity deposit.**
19. **THE HIRER** should make his/her own arrangements for any third party insurance for the event e.g. public liability insurance for bouncy castles, discos and entertainers etc., evidence of which must be provided to the Council a minimum of FIVE WORKING DAYS BEFORE THE PERIOD OF HIRE, and an extension should be included for damage to premises used.
20. **THE HIRER** shall indemnify the Council for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.
21. **THE COUNCIL** shall not be responsible for injury to any person unless negligence on the part of the Council can be proved.
22. **THE COUNCIL** shall not be responsible for any loss of or damage to, any vehicle or any possession which is the property of the Hirer or of any person using the premises.
23. **THE CLERK** of the Council may, with immediate effect and without compensation, cancel the hiring agreement of a hirer who fails to comply with any of the above conditions.
24. **THE COUNCIL** retains the right to alter any of the above conditions for any new booking of the premises.
25. **THE COUNCIL** reserves the right to give **REGULAR HIRERS** six months' notice to withdraw a regular booking slot.
26. **THE HIRER** shall be responsible for obtaining such licenses or Temporary Events Notice as may be needed whether for the sale or supply of intoxicating liquor, or for Phonographic Performance or otherwise, and for the observance of the same. **THE HIRER** shall not sell intoxicating liquor without the prior consent of the Council. A copy of the Temporary Events Notice and any other Licenses requested by the Council shall be presented to the Parish Council a minimum of FIVE WORKING DAYS BEFORE THE PERIOD OF HIRE. Failure to do so may result in the cancellation of the booking.
27. **THE HIRER** shall ensure that the minimum of noise is made on arrival and departure and shall control the volume of sound and keep noise within reasonable limits, so that the residents in the vicinity are not annoyed or unduly disturbed. The Clerk of the Council may cancel all further bookings from a hirer who. Having been warned, fails to comply with this condition. Doors of the acoustic lobby/exit adjacent to the main hall must be kept shut when music is in progress to reduce noise nuisance to neighbours.
Note: THE HIRER SHALL NOT USE EQUIPMENT PRODUCING AMPLIFIED SOUND BEFORE 8AM ANY DAY, OR AFTER 10.30PM ANY DAY EXCEPT FRIDAY AND SATURDAY WHEN ALL SUCH SOUND SHALL CEASE AT 11PM.

ARRIVAL AT THE HALL – it is expected that you will arrive at the hall at the time stated on your booking form unless otherwise arranged with the Hall Supervisor.

TABLES AND CHAIRS are available to hirers of the hall. Other equipment stored in the cupboards belongs to regular users of the hall and must not be used for parties and evening functions.

PLEASE DO NOT USE STICKY TAPE, BLU-TAC, DRAWING PINS etc. We want to keep the hall looking nice for the community and so NO notices, pictures, etc. may be stuck to the walls or doors. There are hooks on the picture rail which you may use for temporary banner, decorations, etc. Please see the Hall Supervisor about displaying notices in the users’ board.

BARS should be set up in the kitchen area or Meeting Room only.

SMOKE MACHINES MUST NOT BE USED as they set off the fire alarm. It is YOUR responsibility to ensure you and your group are fully aware of the position of ALL fire exits, extinguishers and fire break glass points and the evacuation procedure detailed below. (A floor plan of the building detailing the positions of the above is displayed on the wall in the lobby and in the main hall).

HELIUM BALLOONS must be weighted at all times. In the event that a balloon is left in the hall the fire alarm will be activated. This will result in loss of the hirer’s indemnity deposit.

UNDER NO CIRCUMSTANCES ARE FIRE EXITS TO BE OBSTRUCTED

In the case of a fire and/or activation of the fire alarm, evacuate the building IMMEDIATELY. Make your way through the nearest fire exit to the Assembly Point in the car park adjacent to Mushroom Castle Lane. DIAL 999.

Under no circumstances must you return to the building.

CLEARING UP AND LEAVING THE HALL:

- i. It is expected that you will leave the building in the same condition that you found it. Charges have not been calculated to include additional cleaning after your function and another booking may be following quite quickly afterwards.
- ii. Setting up and clearing away time is to be included within the times stated on the booking form.
- iii. The hirer shall not attempt to gain access to the facility in advance of the time booked unless explicitly agreed with the Council in advance.
- iv. The finishing time stated on the hiring agreement is the time at which you and all the members of your party should vacate the premises, including the car park and grounds. THIS IS PARTICULARLY IMPORTANT IF YOUR BOOKING IS UNTIL 11.30PM ON A FRIDAY OR SATURDAY, WHEN MUSIC MUST HAVE STOPPED AT 11.00PM. Running late will incur extra costs which will be recovered from the Hirer’s indemnity deposit.

Failure to comply with any of these conditions will result in a financial penalty recovered from your indemnity deposit and the Council may not accept any further bookings from you.

I, (Please print full name)
agree that I have read, understood and agree to comply with these Conditions of Hire.

Hirer’s Signature:

Date: