



PARISH HALL HIRE TERMS & CONDITIONS / HIRE AGREEMENT

Oxhey Drive, South Oxhey, Watford, Herts, WD19 7SB

Tel: 020 8428 0449

Email: admin@watfordrural-pc.gov.uk

1.0 DEFINITION

All lettings are at the discretion of Watford Rural Parish Council (hereinafter, called the "Council") and its authorised officer being the Clerk of the Council. The person whose name is on the booking form shall hereinafter be called the "Hirer").

2.0 CONTRACT

When the booking details are confirmed by the Hirer, a contract is deemed to exist. Bookings can only be made by persons 18 years and over.

3.0 CONFIRMATION

Provisional bookings are held for 7 days only. Bookings will only be confirmed upon receipt of the completed and signed Hire Agreement and a deposit of £100 per hire (for one off bookings). The person signing the Agreement form shall be deemed to be the Hirer.

4.0 CHARGES & PAYMENT

- 4.1 The balance of the total anticipated charges must be paid 10 days prior to the event, unless otherwise agreed.
- 4.2 The council reserves the right to request a deposit at the time of confirmation, and full or partial pre-payment even if account facilities are offered.
- 4.3 The hiring includes the use of the kitchen for serving drinks/food only, all of which are to be provided by the Hirer. Cups and saucers are available for use, but the Hirer is to ensure that at the conclusion of the hire period all crockery is clean and put away. Should you wish to include full use of the kitchen there is a charge of £15.00 per Hall Hire, which includes the use of all appliances.

5.0 CANCELLATION BY THE HIRER

- 5.1. Any cancellation or postponement must be confirmed in writing or by email. Cancellation fees will be based on the noted schedule below: -

The terms are:

- Cancellation notice given 8/14 days before the date of booking – Payment of 50% of fees.
- Cancellation notice given 7 days or less before the date of booking – Payment of full fees
- Cancellation before these timelines will incur no fee

6.0 CANCELLATION BY THE COUNCIL:

- 6.1. Should the Council for any reason beyond its control, need to make any amendments to your booking, we reserve the right to offer any alternative choice of times and dates.
- 6.2. Should the Hirer make significant change to the programme or the expected number of guests, this may result in amendments in the applicable rates and/or facilities offered by the Council.
- 6.3. The Council may cancel the booking due to any of the following: -

- If the Hirer's booking might, in the opinion of the Council, prejudice the reputation of the Council.
- If the Hirer is more than 30 days in arrears of previous payments.

6.4 The Council will not be liable for any failure to provide or delay in providing facilities.

7.0 ARRIVAL/DEPARTURE

7.1 The Hirer shall arrive and completely vacate the premises at the agreed times.

7.2 Should the Hirer exceed the total time agreed with the Council, the Hirer may be subject to additional charges by the Council.

8.0 HEALTH & SAFETY

8.1 The Hirer agrees to take "reasonable" precautions to ensure that no damage or injury occurs to any person. The Hirer is responsible for the actions of any persons present in the building including any damage or injury caused during hire time specified on bookings sheet. Where third party suppliers are involved, the Hirer is responsible for providing evidence of health & safety policies, insurance documents and a full risk assessment to the Council in advance of the hire date.

8.2 **DURING OUT OF OFFICE HOURS, the front door to the building is to remain closed at all times unless the door is manned. Under no circumstances is the front door to be left open whilst it is unattended.**

8.3 For safety reasons young children are to be always kept under adult supervision and not to be allowed to play in the lobby/kitchen areas. Children under the age of 12 years old are not permitted to be allowed in the kitchen for Health & Safety reasons.

9.0 ORDERLY CONDUCT

The Hirer will conduct the event in an orderly fashion, ensure that no nuisance is caused, comply with any request of the Council management, and abide by all applicable rules and regulations.

10.0 DAMAGE

10.1 The Hirer agrees to take reasonable precautions not to damage nor injure the Council property, nor staff, and is responsible for the actions of their guests and contractors for any such damage.

10.2 The hirer shall be responsible for and shall make good, in a manner acceptable to the Clerk, any damage however caused to the premises, furniture, crockery, fixtures, fittings, or the fabric of the building during the hiring period and shall report any such damage to a member off staff post booking.

10.3 Damage to fire/security alarms - following damage/vandalism to alarm activation points which results in a false alarm, the Council reserve the right to refer any costs incurred to the Council for repairs or call outs from alarm specialists.

10.4 For damage or loss of alarm fobs, a fee of £20 which includes an admin charge will be deducted from your deposit.

10.5 For damage or loss of access key or access for a fee of £100 which includes an admin charge will be deducted from your deposit.

11.0 DECORATIONS

11.1 No nails, screws, pins, or adhesive tape etc., may be put on or fastened to the walls, floors, ceiling, or doors. The notice boards within the hall may be utilised, but the Hirer is to ensure that all items are removed at the end of the hire period.

- 11.2 Due to the nature of the high ceiling in the hall, helium balloons are to be securely fastened to prevent the balloons escaping.
- 11.3 The use of glitter, streamers and party glitterati must be contained in the hall and should not be allowed to spread to the toilets, kitchen, or lobby area. The Hirer is to sweep the floor if the above is used. If any of the glitter etc., spreads to other parts of the building or the Hirer fails to sweep the floor, the Council reserves the right to retain the deposit.

12.0 ADDITIONAL GOODS AND SERVICES

The Hirer agrees to pay the Council charges for any extra goods or services provided at the request of himself or any person purporting to have the requisite.

Where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Clerk or, if the Clerk is not available, a responsible member of staff.

13.0 FIRE PRECAUTIONS / FIRST AID

- In the event of a fire evacuate the building immediately.
- Exit doors must be kept clear of tables and chairs at all times throughout the hiring.
- The Hirer must ascertain where fire extinguishers and fire blankets are situated.
- Two Extinguishers are located by the emergency exit in the hall.
- Two Fire Extinguishers are located in the reception area at the front of the building.
- One Fire Extinguisher is located in the kitchen by the back door.
- One Fire Blanket is located in the kitchen above the cooker.
- The use of candles is prohibited in the building.
- A First Aid kit is kept in the kitchen cupboard next to the cooker
- There shall be no interference with gas appliances (Boiler) or electrical fittings.
- Electric points are provided at intervals around the Hall

In accordance with the current legislation, the building is smoke free. Smoking is not permitted in any part of the building including entrance lobbies and toilets. Any person found to be smoking within the building will be asked to leave immediately and will not be permitted re-admittance.

14.0 EQUIPMENT

- 14.1 The Hirer must obtain the Clerks written agreement to the use of all materials brought onto the premises by him or a third party. Equipment must comply with all current regulations. The Hirer will be liable for any damage or injury, which arises out of the use of his equipment.
- 14.2 The Council cannot accept responsibility for the Hirer's equipment.
- 14.3 No incendiary or explosive device may be activated under any circumstances within the premises or its grounds.
- 14.4 Gas cooking appliances are not permitted on the premises.
- 14.5 Pyrotechnics are not permitted at the premises
- 14.6 Bouncy Castles are not permitted on the premises.
- 14.7 Bubble machines or smoke machines are not permitted on the premises.

15.0 CUSTOMER PROPERTY

The Hirer accordingly, acknowledges that any such objects, equipment, furniture, stock, or other property of any sort brought onto the premises will remain under the control and care of the Hirer and that the Hirer is in the best position to insure the property and accordingly it is reasonable for the Council to exclude liability for such property to the extent excluded hereby.

16.0 ADVERTISING

Any publicity for functions at the Council must be agreed by the Clerk and should be of a standard to reflect the quality of the establishment.

17.0 FORCE MAJEURE

If the Council is prevented or hindered from carrying out its obligations hereunder by circumstances beyond its reasonable control including (without prejudice to the generality the foregoing) government intervention, strikes, labour disputes, accidents, Acts of God, national or local disasters or war, then the Council's liability to the Hirer shall be no greater than the amount paid by the Hirer to the Council in respect of the function.

The electricity company is solely responsible for the continual supply of electricity and in the event that the electrical supply to the premises is interrupted any claims in respect of loss to the hirer should be made directly to the electricity supplier. Neither Watford Rural Parish Council or employees can be held responsible for any interruption of electrical supply or any resultant loss.

18.0 AGREEMENT NON-ASSIGNABLE

The benefits under this contract are personal to the Hirer and shall not be assignable or transferred by the Hirer.

19.0 AGREEMENT GOVERNED BY ENGLISH LAW

English Law shall govern this contract in all respects.

20.0 SERVICE OF NOTICES

Any notice of invoice hereunder shall be duly served on either party if delivered to their address as last notified in writing to the other party hereunder.

21.0 VARIATIONS

No oral representations or agreements are recognised by the Council and by the conditions of this contract can be modified only by a supplementary written contract.

22.0 HEAD NOTES

Any head notes shall not form part of these conditions.

CONDITIONS

LICENCES

ALCOHOL ON PREMISES

The Council does not hold a licence for the sale of wine, spirits or beer and does not hold a music licence. If the hirer wishes to consume alcohol on the premises, they must obtain written authorisation from the Clerk prior to the event date. They must sign a Hirer's Agreement accepting responsibility that he will uphold the Four Licensing Objectives.

- The prevention of crime and disorder
- Public safety
- The protection from children from harm
- The prevention of public nuisance

The Hirer will be prosecuted and in addition the organisation may be refused any further bookings if this is not complied with. A charge will be administered for authorising an Alcohol License if required.

If we believe that a Temporary Event Notice (TEN) would be in our best interests for this hiring, we can require you give notice of a TEN. If you fail to comply with the above, we can cancel the hiring without compensation. This is because there is a limit on the number of TENs that can be granted annually for any premises.

PERFORMING RIGHT SOCIETY & PHONOGRAPHIC PERFORMANCE

The hirer is responsible for obtaining any licenses that may be required in respect of PRS and/or PPL for entertainment, etc, that the hirer wishes to perform, or present to the public, or for personal use or otherwise.

You are responsible for ensuring that screenings of film abide by age classification ratings.

Failure to provide the correct information and licences prior to your event may result in cancellation of any external hire company's and/or your event.

RESPONSIBLE PERSON

The responsible person shall check, before opening to the public that all doors providing means of escape from the premises are unlocked. The hirer/responsible person shall to the best of his/her ability maintain and keep good order and decent behaviour on the premises during hours of hiring the venue.

HEALTH AND SAFETY

All hirers and visitors shall at all times adhere to the Health and Safety regulations in force and shall also adhere to any additional Safety requirements as set out by the Council. It is the responsibility of the hirer, his/her guests, entertainers, or any other organisations used whilst hiring the hall, to read and acquaint themselves with the Health and Safety requirements and to fully adhere to these rules and obligations.

INSURANCE AND INDEMNITY

(i) You are liable for:

- a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents
- b) the cost of repair of any damage (including accidental and malicious damage) done to our Wi-Fi service (if any)
- c) all claims, losses, damages, and costs made against or incurred by us, our employees, volunteers, agents, or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our Wi-Fi service (if any), and
- d) all claims, losses, damages, and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our Wi-Fi service (if any), and subject to sub-clause (ii), you must indemnify us against such liabilities.

(ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:

- (a) any insurance excess incurred
- (b) the difference between the amount of the liability and the monies we receive under the insurance policy.

(iii) Where we do not insure the liabilities described in sub-clauses (i)(c) and (d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to the Clerk. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer. We are insured against any claims arising out of our own negligence.

maximum numbers of persons licensed on the premises at any one time must not exceed:
Main Hall holds 70 people standing and 50 people seated.
Meeting Room will 15 standing and 10 seated.

POWERS OF ENTRY

A Constable or authorised officer of appropriate authority or an authorised officer of the fire service has the power of entry to the premises for which a Premises License is currently in force.

PERIOD OF HIRE

No booking for the hire of the hall beyond 10pm Monday to Sunday. Occupation of the hall and rooms after the period of booking will be subject to no **more than 15 minutes before a booking and must ensure that any guests or members do not arrive more than 15 minutes in advance of the booking. Any overrun will be charged per 15 minutes at the whole hourly rate and deducted from the deposit.**

PA SYSTEM, PROJECTION

If any of these facilities are required, they must be arranged at the time of booking. If they are not reserved in the original hire and are required as an addition at a later date, they must be requested and paid for before the event. If they are not reserved at the time of booking, then no guarantee of

their availability is given. The use of the equipment must be arranged by yourself or a professional who is familiar with the setup and use as only basic instruction can be given. Connection to the projector is by using a HDMI to HDMI.

HEARING LOOP SYSTEM

A separate hearing loop system is installed in the hall if this is required for your function, please enquire upon booking.

USE OF KITCHEN

The kitchen contains Refrigerator, an Induction Hob, Electric Oven, a Dishwasher, Microwave, and a Kettle.

All kitchen surfaces, (cooker hob, and oven if used) should be wiped down after use with appropriate cleaners. No additional ELECTRICAL EQUIPMENT may be brought into the kitchen without prior permission. The dishwasher must be emptied and drained after use.

FOOD, HEALTH, AND HYGIENE

You must, if preparing, serving, 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 provided with a refrigerator and thermometer.

GAMING, BETTING & LOTTERIES

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting, and lotteries.

STORED EQUIPMENT

We accept 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. Appropriate insurance should be obtained where necessary. We do not store equipment on a long-term basis.

NOISE

Users of the Parish Hall are requested to respect the needs of local residents and/or other users of the parish hall, and any noise produced by or associated with the entertainment shall not be of such volume or of such character or occur with such frequency as would unreasonably disturb persons in the neighbourhood of the premises and/or other users of the parish hall. In the event of a complaint from the neighbourhood, noise levels must be reduced to an acceptable level.

REFUSE

It is the Hirer's responsibility to provide black bin bags. Only one bag of rubbish will be disposed of free of charge by the Council. The bag is to be double bagged, tied and returned to the kitchen for Council Staff to dispose of. No other bags, boxes or containers of any size should be left for the Council to dispose. Further bags, containers or boxes of any size will be charged at £5.00 per bag/box/container and deducted from the deposit.

BABY CHANGING FACILITIES

Facilities are provided in the disabled toilet and users of the hall must not use the kitchen for such purposes. Soiled nappies must be properly disposed of in the units provided and must not be flushed down the toilet or left unattended.

DANGEROUS PERFORMANCES OR ENTERTAINMENT

Performances involving danger to the public shall not be given. Balloons or similar filled with flammable gas shall not be allowed upon the premises (NB Helium is non-flammable). OFFENSIVE and DANGEROUS WEAPONS are strictly prohibited from all Parish Hall property. GAS CYLINDERS & PORTABLE GAS HEATERS may not be used within in the building. FLAMMABLE GAS, LIQUIDS & OTHER FLAMMABLE MATERIALS are strictly prohibited within the building.

ELECTRICAL EQUIPMENT

Including Electrical generators

Hirers must not bring their own electrical equipment into the Hall without PRIOR PERMISSION, and all equipment must have a current PAT test certificate and the hirer, or the supplier must carry suitable Public Liability Insurance.

SMOKING

No smoking, candles or other naked flames shall be permitted in any part of the building **DRUGS and/or ILLEGAL SUBSTANCES, FIREWORKS & PYROTECHNICS, CANDLES, and OTHER NAKED FLAMES**

The above must not be brought onto, used, or sold on Parish Hall Property.

CALLING THE EMERGENCY SERVICES

The responsible person/hirer is responsible for dialling 999 and calling the fire and rescue or other emergency service in case of an outbreak of fire or another emergency. The same person is responsible for ensuring the evacuation of the hall and ensuring that all persons report to them at the designated assembly point and that they liaise with the fire service on their arrival.

LIGHTING- GENERAL

Means of illumination adequate to enable the public to use and see their way out of the building shall be kept on at all times when the public are on the premises, except in those parts which are equally well lit by daylight. All lighting MUST be switched off before leaving the building. A surcharge of £5 per light switch will apply.

SCENERY, DRAPES, TABLECLOTHS

Any of the above brought into the Parish Hall by hirers used in conjunction with the hall hire must have the permission of the Clerk and have them hung or erected by the company supplying them, they must also be suitably treated to render them fireproof and the hirer or the supplier must carry suitable public liability insurance. New fixing or drilling of new holes in walls will not under any circumstances be allowed.

SECURITY

DURING OUT OF OFFICE HOURS, the front door to the building is to remain closed at all times unless the door is manned. Under no circumstances is the front door to be left unlocked or propped open whilst it is unattended.

EXIT PROVISION

The public shall be permitted to leave by the main front doors after each hire period, under no circumstances must these main doors be locked during use of the Hall.

EMERGENCY EXITS

The Hirer/responsible person shall check and ensure all emergency exits are operational at the start of the hire period and before members of the public are allowed into the hall and shall secure the same at the end of the hire period.

PERSONAL PROPERTY

The Council does not accept any liability for the loss of/or damage to clothing, articles, goods, or equipment left on the premises. Neither can the council have any responsibility for stored items, or for property and equipment not properly stored by hirers who have storage facilities on the premises. Those hirers must be responsible for and must store all their property and equipment in their designated storage area. Property left on the premises by third parties should be adequately insured at their own cost.

INSURANCE

Commercial Hirers must have their own public liabilities insurance.

HOURS OF USE

At the time of booking an adequate period must be included in the hire before and after the event to cover setting up and clearing away.

COMPLETION OF HIRE

The hirer is to leave rooms, fittings, and equipment in a clean and tidy condition with chairs and tables stacked away in the allocated positions and the doors and windows secured and locked.

SAFEGUARDING AND CHILD PROTECTION

You 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. By agreeing to these terms and conditions you agree to adhere to all policies in place. 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).

SOUND and LIGHTING SYSTEMS

Any hirer wishing to use the Parish Hall PA system, projector systems or any combinations can do so at additional cost.

Wi-Fi SERVICES

When using the Wi-Fi service, you agree at all times to be bound by the following provisions:

Not to use the Wi-Fi service for any for the following purposes:

- disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws.
- 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, regulations, or code of practice.
- interfering with any other persons use or enjoyment of the Wi-Fi service; or
- making, transmitting, or storing electronic copies of material protected by copyright without permission of the owner.
- to keep any username, password, or any other information which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party.

TERMINATION OF THE WIFI SERVICE

We have the right to suspend or terminate our Wi-Fi service immediately if there is any breach of any of the provisions of these Standard Conditions including without limitation:

- if you use any equipment which is defective or illegal
- if you cause any technical or other problems to our Wi-Fi service.
- if, in our opinion, you are involved in fraudulent or unauthorised use of our Wi-Fi service.
- if you resell access to our Wi-Fi service; or
- if you use our Wi-Fi service in contravention of the terms of these Standard Conditions.

AVAILABILITY OF WIFI SERVICE

- Although we aim to offer the best Wi-Fi service possible, we make no promise that the Wi-Fi service will meet your requirements. We cannot guarantee that our Wi-Fi service will be always fault-free or accessible.
- It is your responsibility to ensure that any Wi-Fi enabled device used by you is compatible with our Wi-Fi service and is switched on. The availability and performance of our Wi-Fi service is subject to all memory, storage and any other limitations in your device. Our Wi-Fi service is only available to your device when it is within the operating range of the main hall.
- We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our Wi-Fi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our Wi-Fi service. Network speed is no indication of the speed at which your Wi-Fi enabled device, or our Wi-Fi service sends or receives data. Actual network speed will vary based on configuration, compression, and network congestion.

COUNTER TERRORISM AND SECURITY ACT

Under Section 26 of the Counterterrorism and Security Act 2015 and related statutory guidance, we have due regard to the need to prevent people from being drawn into terrorism. This is known as the Prevent Duty. In complying with the Prevent Duty, organisations are required to ensure that publicly owned councils and resources do not provide a platform for extremists and are not used to disseminate extremist views.

The Government have defined extremism as: “vocal or active opposition to our fundamental values, including democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs”. Also included in our definition of extremism are calls for the death of members of our armed forces.

Therefore, the hirer shall not use the hall to promote violent and/or non-violent extremist views. This applies to speakers in person or those using any form of online platform, any pre-recorded video footage, or any speakers added to an event agenda after the initial booking.

OVERNIGHT PARKING

Overnight parking of caravans, caravanettes, trailer or other mobile homes is strictly forbidden on our two parking spaces by order of the Parish Council.

END OF HIRE

You are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise we may make an additional charge.

NO RIGHTS

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

GDPR (DATA PROTECTION)

Watford Rural Parish Council respects the privacy of its users and can confirm that any personal data supplied via our website www.watfordrural-pc.gov.uk, by email or included on booking forms shall be used for internal purposes only and is never sold or shared with anyone outside of Watford Rural Parish Council, unless we disclose information in response to a law enforcement request. Watford Rural Parish Council is committed to keeping your personal data safe and we take every reasonable precaution to ensure security. Access to your personal information is restricted to employees at Watford Rural Parish Council. Our employees are legally bound to maintain the confidentiality of this information and may not use this data for any purpose other than to complete the services required of their employment. If you would like us to remove your details, please let us know. If you believe there is a problem with the way Watford Rural Parish Council handle your data, you have the right to complain to the ICO.

ADDITIONAL INFORMATION

Additional Covid secure terms and conditions will be sent where necessary.

If any of these terms and conditions are found to be illegal, invalid, or unenforceable by any court of justice, the remainder shall continue in full force and effect.

These conditions supersede all previous versions and are effective from April 1st 2023.

Payment of either a deposit or the full cost of hire by the prospective hirer denotes acceptance of, and agreement to the above conditions. Fail to comply may result in cancellation.

The Booking Form, Function Details & the Terms & Conditions of Hire relating to Public, Private & Commercial Hire all form an integral part of the overall hire agreement.

PAYMENTS

Payments can be made by BACS to: - Watford Rural Parish Council

Sort Code: 08-90-78

Bank Account No: 61481406 Using your name or invoice number as reference.

FURTHER INFORMATION

Should you have any difficulties with your booking, please contact the Administration Officer/Clerk

Contact information is displayed on the board located in the hall.

THESE CONDITIONS CAN BE OBTAINED IN LARGER PRINT ON APPLICATION TO THE ADMINISTRATION OFFICER.

Terms & Conditions Privacy Policy Subject Access Requests

I, the undersigned being the Hirer, have read and understood the above conditions.

Signed:

Print Name:

Date: