

ACKWORTH PARISH COUNCIL

SCHEDULE OF STANDARD CONDITIONS

FOR THE PARISH COUNCIL COMMUNITY CENTRE \ BRACKENHILL CENTRE

(If the Hirer is in any doubt as to the meaning of the following, the Clerk or the Caretaker should immediately be consulted.)

For the purposes of these conditions, the term HIRER shall mean an individual Hirer or, where the hirer is an organisation, the authorised representative.

1. SUPERVISION

The Hirer will, during the period of 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.

2. USE OF THE PREMISES

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 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.

3. LICENCES

The Hirer shall be responsible for obtaining such licences as may be needed whether For the sale or supply of intoxicating liquor, from the Performing Right society, from Phonographic Performance Ltd or otherwise and for the observance of the same.

4. 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.

5. PUBLIC SAFETY COMPLIANCE

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or similar public entertainment or stage plays.

6. HEALTH AND HYGIENE

The Hirer shall, if preparing, serving or selling food observe all relevant food health and Hygiene legislation and regulations.

7. ELECTRICAL APPLIANCE SAFETY

The Hirer shall ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order, and used in a safe manner. Where a residual circuit breaker is provided under terms of the PEL or CPL the hirer must make use of it in the interests of public safety.

8. INDEMNITY

The Hirer shall indemnify the committee 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.

The Hirer shall be responsible for making arrangements to insure against any third party claims, which may lie against him or her (or the organisation if acting as a representative) whilst using the centre. (The Parish Council is insured against any claims arising out of its own negligence).

9. ACCIDENTS AND DANGEROUS OCCURENCES

The Hirer must report all accidents involving injury to the public to the Parish Council staff on duty, as soon as possible. Parish Council staff will issue a relevant form to complete. Any failure of equipment either that belonging to the centre or brought in by the hirer must also be reported as soon as possible. Reporting of Injuries, Diseases, and Dangerous Occurrences Regulations 1995 (RIDDOR) require the reporting of certain types of accidents and incidents.

10. ANIMALS

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the hall, other than for a special event agreed by the Committee. No animals whatsoever are to enter the kitchen areas at any time.

11. COMPLIANCE WITH THE CHILDREN ACT

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. (See VHS no. 5)

12. FLY POSTING

The Hirer shall not carry out any fly posting or any other form of unauthorised advertisements for any event taking place at the Hall, and shall indemnify the Committee accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

13. SALE OF GOODS

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer, shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organisers' name and address and that any discount offered are based only on Manufactures' Recommended Retail Prices.

14. CANCELLATION

If **The Hirer** wishes to cancel the booking before the date of the event and the Committee is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Committee.

15. CANCELLATION

The Committee reserves the right to cancel this hiring in the event of the hall being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election, in which case the Hirer shall be entitled to a refund of any deposit already paid.

16. UNFIT FOR USE

In the event of the centre or any part thereof being rendered unfit for use for which it has been hired, the Committee shall not be liable to the hirer for any resulting loss or damage whatsoever.

17. REFUSAL OF BOOKING

The Committee reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to the hirer.

The Hirer shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the hirer to the Committee, the Committee shall not be liable to make any further payment to the hirer.

18. FIRST AID

The Hirer is responsible for calling out the emergency services if they are required. First aid kits are available in the kitchen areas. If anyone uses an item from the first aid kit please record this in the book you will find in the kit.

The Parish Council accepts no liability for any claims arising from the use of the first aid kits by the hirers or third parties.

19. NO SMOKING

To comply with the Smoke Free Law which came into effect on 1 July 2007. Smoking is not allowed in the building. Please ensure that everyone attending your event is aware of this. Anyone caught smoking could be fined up to £200.

20. FIRE - When you arrive at the centre please familiarise yourself with the fire exits.

If the fire alarm sounds or if you discover a fire:–

Turn off any music/disco equipment

Evacuate the building immediately – leave the building by the nearest available exit, follow the directional signs in the building – do not stop to collect belongings

Dial 999 for the Fire Brigade – the address you should give is

- ~~The Parish Council Community Centre, Bell Lane, Ackworth, Pontefract, WF7 7JH.~~
- Brackenhill Centre, Dicky Sykes Lane, Ackworth, WF7 7AR

You must keep a list of who is in attendance at your meeting/party/event – when you operate the evacuation procedure you must use the list to check who has left the building. The Fire Officer will require the list to ascertain if there is anyone who is still in the building; this may determine what action he/she will take.

END OF HIRE

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless otherwise directed and any contents temporarily removed from their usual positions properly replaced, otherwise the committee shall be at liberty to make an additional charge.

The Hirer shall ensure that the minimum of noise is made on arrival and departure.

Additional Note:

Although the Parish Council employs a cleaner and caretaker it is not part of their duties to clean up after groups/individuals who hire the rooms. Please leave the room, as you found it.

Please ensure that your rubbish is bagged up and taken away with you. We do not have the facilities to dispose of large amounts of rubbish.

If Staff have to clean up and dispose of rubbish left by anyone hiring the rooms, an additional charge of £10 may be made.

Your co-operation would be greatly appreciated.

