

London Colney Parish Council

Venue Hire - Terms & Conditions

Please read through these terms and conditions of hire and sign in the appropriate box on the Booking Form to confirm that you accept and agree to the under mentioned terms and conditions. Failure to accept them will prevent the hire of the hall.

1. Applications

All applications for the hiring of the facilities shall be made on the relevant booking forms obtainable from the Community Officer at the Parish Council offices at the Caledon Community Centre, Caledon Road, London Colney, Herts AL2 1PU. If there are any changes with the booking then contact must be made immediately by telephoning 01727 821314, or e-mailing communityofficer@londoncolney-pc.gov.uk Provisional telephone, or walk in bookings are held for 7 days only. All bookings must be confirmed by the return of the completed booking form and the signed agreed terms and conditions along with the relevant payment. The person signing the application form shall be deemed to be the hirer. Where an application is accepted, the community officer will issue a confirmation booking voucher, and no application shall be deemed to have been accepted until this is issued.

2. Terms of Payment

- (i) A non-returnable deposit of £60 or full amount, whichever is lower will be required on booking. If the application is not granted, the deposit will be refunded. If the application is granted, the balance of the charge must be paid to the community officer not later than 28 days before the date that the premises are required.
- (ii) The hirer shall not sublet the hiring but may, with the consent of the clerk surrender the hiring so that the premises may be re-let. All requests to surrender a hiring must be made in writing and delivered to the council offices.
- (iii) Should the accommodation not be re-let, the whole of the charges will be payable by the hirer, unless cancellation is made at least six weeks before the date that the premises are required when only the deposit will be forfeited.
- (iv) Patrons who cancel a hiring 6 months prior to a function will be entitled to refund of their deposit less 20% administration charge.

3. Right to Terminate

The council reserve the right, by notice to the hirer, to terminate the Agreement and the hiring at any time, in which case the Council shall give to the hirer as much notice as possible of their intentions and shall return the deposit or the whole of the charge as the case may be, but shall not be liable for damages or otherwise in respect of their actions under this clause, nor be under any liability to the hirer for any loss or damage they may sustain by reason of such termination.

4. Conditions of Letting

All lettings are subject to the following conditions:

- (i) No alterations or additions shall be made to the lighting, heating, seating, fittings, fixtures or other arrangements in the premises except with the consent in writing from the Council.
- (ii) Posters, banners or placards are not to be affixed to the painted walls, fixtures or fabrics so to cause damage and must not obstruct gangways, exits or entrances.
- (iii) No bolts, screws, nails, tacks or sellotape shall be driven or stuck on to any part of the premises.
- (iv) The use of paper confetti is prohibited.
- (v) No article of any inflammable or explosive material or any article producing an

- offensive smell, or any oil, electric, gas or other engine shall be brought into the premises without the written consent of the council.
- (vi) Any damage caused by cigarettes being discarded, other than in outside receptacles will be charged to the hirer.
 - (vii) All electrical equipment used in the premises shall conform to the appropriate British standards (DJ equipment, mood lighting, projection equipment etc).
 - (viii) Persons must not trespass in parts of the building not hired.
 - (ix) Door security must be provided for all evening events. Security staff must remain on the door at all times. All security staff must be licensed by the Security Industry Authority. Documentary evidence of this must be provided.
 - (x) All doors and windows must be kept closed at all times, and fire exits must be kept clear of obstructions.
 - (xi) Requirements for tables and chairs should be indicated on a supplied floor plan. These will be set out and put away by the caretaker to preserve floor condition.
 - (xii) A corkage charge of £10 will be made on wine and champagne for large events. No alcohol shall be brought on to the premises by the hirer unless prior arrangement by the Council
 - (xiii) No person or party shall act in any way that brings the Parish council or any of its associated premises, members or staff into disrepute.
 - (xiv) Fire regulations, extinguishers and emergency exits will be shown to the hirer at the time of booking. It is then the responsibility of the hirer to pass on this information to any individual attending their event. It is not the responsibility of the hirer or their guests to attempt to extinguish any fire seen, but instead to notify a member of staff. If a member of staff cannot be located then the appropriate authorities should be notified.

5. Special Risks and Statutory Obligations

It shall be understood that the hirer undertakes to strictly observe all statutory and legal provisions and regulations and those of the County Council applicable to any hiring. The hirer shall indemnify the Council and their staff from all penalties, breakages and costs that they may incur due to any breach or default on their part in complying with the above Terms and Conditions and regulations.

6. Public Performance of Copyright Work

- (i) No copyright plays, songs, monologues, dialogues or music shall be performed without the requisite permission having been previously obtained from the holder of the copyright.
- (ii) The hirer shall give to the Council, if called upon to do so, a copy of the programme or other particulars of any performance, entertainment or meeting to be given or promoted by them.
- (iii) The attention of the hirer is drawn to the provisions of the Copyright Act 1911 and the Hertfordshire (Music and Dancing) Regulations 1938.

7. Lost property

The Council accepts no responsibility for articles lost, deposited or damaged in any part of the premises, including the car parks and grounds. However, all lost property found must be handed to the Council and the hirer shall see that this requirement is reasonably carried out.

8. Conduct of Patrons

The hirer shall be responsible for the proper conduct of the persons using the premises, and in the event of any person acting in such a manner as to cause annoyance or inconvenience

to other persons, the hirer shall take all necessary steps to deal with the offender. The Council, officers and agents reserve the right to refuse admission to, or remove from, the premises any person without stating any reason thereof.

9. Right of Entry by the Council

Members of the Parish Council shall at all times during the hiring have free entry to and from the hired premises, and instructions must be given by the hirer for their admission.

10. Damage to Council Property

- (i) The hirer shall repay to the Council on demand the cost of reinstating or replacing any part of the premises or any property of the Council therein which has been damaged, destroyed, stolen or removed during the period of hire or arising out of the said hire.
- (ii) A damage deposit of £100 must be paid no less than 14 days prior to the event. This will be refunded in full if no loss or damage is incurred. If any loss or damage exceeds this amount, the event overruns the booked times or any Council consumables are used, the hirer shall repay the Council the full cost of any such damage or loss, additional time or cost of replacement consumables (see also paragraph - 18 Notes)
- (iii) Unless the hirer shall show before the commencement of the period of hiring that any property of the Council is damaged, such property shall be deemed to have been undamaged at the commencement of the period of hire.

11. Indemnity Against Claims

- (i) The hirer shall keep the Council indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of the Council's interest in the venue and loss of amenity of the venue) arising from any hirer's breach of any term of this agreement, or any act or omission of the hirer, or any hirer's workers, contractors, agents, guests or any other person on the Property with the actual or implied authority of the hirer.
- (ii) The Council shall not have any liability to the hirer in respect of any expenses, costs, claims, damage or loss arising out of any act or omission of the Council, including any negligent act or omission, except in case of death or personal injury. It is the responsibility of the hirer to satisfy himself that the venue is fit for the purpose for which it has been hired and to bring any defects therein to the attention of the Council prior to hiring.

12. Ticketed Functions

No tickets are to be sold on the door of the council premises for any events other than those organised by the Parish Council.

13. Failure to Observe Conditions

If the hirer fails to observe or perform in any respect his or others observance of the agreement of these terms and conditions the Council may retract the hirer's rights under the agreement and affect the immediate vacation of the premises. Such action shall not release the hirer from any of their obligations under the agreement. The Council shall be entitled to retain any monies paid by way of charge or deposit and to sue for any balance outstanding.

14. Hours of Letting

All bookings must include set up and break down times and may be subject to change in accordance to the Licensing Act 2003, the Premises License and the discretion of the Parish Council.

All hiring charges are inclusive of VAT. Temporary Events Notices (for the extension of Licensing Hours), can be applied for by the Parish Council on behalf of the Hirer at the cost of £50.00, (administration fee charged by the District Council). The acceptance of a TEN's is at the discretion of the District Council under the Licensing Act 2003 regulations and is NOT guaranteed. The failure to secure an extension to the Licensing hours will not be seen to be a reason to cancel a function and refund monies paid or due. (Subject to paragraph 2, i, ii, iii, iv).

The building must be cleared by:

MIDNIGHT	Sunday - Thursday
00.30	Friday - Saturday

The hall bar will normally be available:

7pm - 11.30pm	Sunday - Thursday
7pm - 12.00 midnight	Friday - Saturday

Other times by special arrangements.

15. Licensing Act 2003 - Licensing Objectives

The Council promotes the Licensing Act 2003 and carries out its duties with a view to promoting the four licensing objectives. These are:

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

16. Smoking

In accordance with current legislation all of our venues are smoke free. Smoking is not permitted in any part of our venues, including entrances lobbies and toilets. Anyone found smoking on any of our premises will be asked to leave immediately and will not be permitted re-admittance. The Council will seek to recover any additional cleaning or servicing costs caused by Hirers or their guests who breach this legislation.

17. Unwelcome Behaviour.

Abuse and aggression is treated seriously and the Parish Council will take action to ensure the protection of other service users and staff where such behaviour occurs. Any violence, threat or harassment will be reported to the Police and where necessary, for the protection of other service users or staff, arrangements will be made to limit and control access to Parish Council facilities.

18. Notes.

- The booking form and the signed terms and conditions must be returned within 7 days of the provisional reservation being made to confirm the booking or you must telephone to extend the provisional booking if the forms cannot be returned within the period.
- The Parish Council will not accept birthday party bookings for ages 13 - 25 years old.
- No person under the age of 18 will purchase, solicit to purchase or consume alcohol on any Council accommodation.
- Hours required and booked must be strictly adhered too. Any overrun will result in extra charges being made. Enough time should be allowed for guests to drink up

and vacate the venue by the end of the allocated hours with the hall being returned to its original condition as booked. Your allocated time booked, includes the cleaning up of the hall and returning it to the condition in which it was found on the commencement of hire. Any excessive cleaning required will be charged for. The Disco or entertainment must be given enough time to pack up and leave prior to the end of the booking. Any overrun in packing away the equipment, or the caterers cleaning up and leaving, will be the responsibility of the Hirer and so attract the same penalties.

- Kitchen preparation areas, with exception of the fridges and freezers, can be used by request but attract an additional hiring cost. Any outside disco, catering companies, or self catering arranged by the Hirer must be aware that the Councils Insurance Cover does not cover the hirers own equipment, negligence or personal liability. Any cover required should be arranged directly by the Hirer.
- It is the Hirers responsibility to provide their own black bin bags, washing up liquid, tea towels and consumables (banquet roll, serviettes, etc). All rubbish is to be taken away by the hirer at the end of the event.
- The Hirer or their representative must be the last patron to leave the premises; they are responsible for all the guests, caterers and entertainers leaving by the allocated time. No consideration can be given to guests where taxis have not been booked or do not arrive by the end of the allocated function time.
- The Council will not take any responsibility or liability for damage, loss or theft from/of cars parked in the car parks of any function hall. It is not recommended that cars are left unattended overnight.

Document Revision History

Date	Version	Revision
16/11/09	2.0	
11/12/09	2.1	LCPC Minute 212/09
19/03/10	2.2	Amendment to Clause 11 (MC/DO)
12/11/11	2.3	Amendments to Clauses 10(ii) and 18