

## **OFFICER REPORT TO FULL COUNCIL**

**Meeting Date:** 24 July 2025

**Subject:** Update on Terms and Conditions of Use

### **1. Introduction**

This report provides an update on the recent review and redrafting of the Parish Council's Terms and Conditions of Use for its venues and land (including Station Green, when read in conjunction with the Community Use Policy). The revised document is intended to clarify responsibilities, reduce risk exposure for the Council and reflect current best practice.

### **2. Key Changes and Clarifications**

#### **2.1 Terminology Change – 'Applicant' Instead of 'Hirer'**

To eliminate previous ambiguity over authority between those hiring Parish land or premises and those using it at a discounted or free rate. Recent events where the the Parish Council had not been informed of proposed usage illustrated the need for clearer control over public land use and for holding all organisers accountable under one term. The term "Applicant" is now used throughout the Terms and Conditions. This also encompasses any non paying users of land and premises who are subject to the same usage conditions.

#### **2.2 Caretaker Access Not Guaranteed**

The Terms and Conditions have been updated to reflect that a caretaker may not always be present to unlock the premises. It is now the Applicant's responsibility to ensure access arrangements are confirmed in advance.

#### **2.3 Venue Capacity – Recalculated and Conservative**

Capacities have been reassessed based on useable floor area (as calculated by the Valuation Office Agency for the hall, bar, and lounge areas) and the size and number of fire exits. These are conservative estimates using standard fire safety calculations.

#### **2.4 Use of Bouncy Castles**

Bouncy castles and similar inflatables are now permitted, but the responsibility for safety and insurance lies entirely with the Applicant and users. The Parish Council does not assume liability.

#### **2.5 Overnight Storage of Equipment**

Items may be left overnight by prior written agreement. This supports groups such as CROADS and others needing staging or technical equipment in place for performances.

#### **2.6 Health & Safety Responsibilities – Clearer Allocation**

The Parish Council's duty is to ensure the safety of the *venue* itself, such as conducting and acting on fire risk assessments, maintaining fire alarm and detection systems, annual gas safety checks, etc. The Council is not responsible for health and safety during third-party events. That responsibility rests with the Applicant. This approach aligns with proper risk management and limits the Council's liability.

### **4. PAT Testing Requirements - Revised**

The previously stated requirement for submission of PAT test certificates has deterred private and casual hires and risks creating a duty of care for which the Council could be held liable. The Terms now place responsibility on users to ensure the safety and compliance of their own equipment without requiring certification to be submitted to the Council.

## **5. Use of Naked Flames and Pyrotechnics**

Naked flames and pyrotechnics are strictly prohibited across the hall and surrounding areas (including the car park), with the following exceptions:

- Candles on cakes (supervised, extinguished immediately)
- Food warming equipment (e.g., chafing dishes with spirit burners) may be used only with written permission from the Clerk requested at least 14 days prior to the event

Unauthorised use may result in immediate termination of the agreement, loss of deposit, and possible liability for damages.

## **6. Outdoor Catering and BBQs**

Due to the lack of kitchen facilities, requests for outdoor catering have increased. The revised Terms permit professionally operated, street food style self-contained food units (e.g., pizza vans) with prior approval. BBQs or similar not operated by a recognised commercial operator are not permitted on Council land or premises.

## **7. Post-Event Cleaning and Waste Disposal**

The redrafted Terms now explicitly require that users leave not only the interior but also the surrounding area (including the car park) clean and tidy. Dumping of rubbish is strictly prohibited.

## **8. Conclusion**

The revised Terms and Conditions provide clarity, improve risk management, and balance public use of Council property with legal and safety obligations. Officers recommend Council note these changes and support continued communication with users to ensure a smooth transition.



## Chigwell Parish Council

### TERMS AND CONDITIONS OF USE OF PREMISES AND LAND

This Agreement, constituting the Booking Form and these Terms and Conditions of Use, is made between the User (The Applicant) and Chigwell Parish Council (the Venue). The parties agree that this Agreement will confirm the booking. Council staff reserve the right to refuse any booking without reason.

#### 1. IN ACCORDANCE WITH THIS AGREEMENT:

- 1.1. Applications to use all or part of the venue or land must be made by submitting a **Booking Form**, completed in full, along with a signed copy of these **Terms and Conditions of Use**. Chigwell Parish Council reserves the right to refuse any application without reason.
- 1.2. All use fees due **MUST** be paid by electronic bank transfer or by cash at the Parish Council office after both parties confirm the booking (i.e. a completed Booking Form and signed Terms and Conditions of Use are submitted by the Applicant, and a Booking Order is raised and sent to the Applicant by Chigwell Parish Council) no later than **TWO working days** after confirmation of the booking. All payments **MUST** include the Booking Order number as a reference.
- 1.3. A refundable **damage deposit** of **£275.00** and (when applicable) a refundable **key deposit** of **£125.00** **MUST** be paid by cash or bank transfer **no later than TWO working days** before the event date or can be paid together with the booking fee.
- 1.4. The maximum regular booking period is 13 weeks or three months, with a maximum notice period of two weeks before the first date of the Hire Period.
- 1.5. If the Caretaker is not present, the Applicant will be required to self-access and self-secure the venue. Depending on the use schedule, the key to the venue will either be provided directly to the Applicant or deposited in the key safe attached to the venue. Key collection by the Applicant will be on the last weekday before the event unless otherwise arranged with Council staff. Key deposit in the key safe will be made by Council staff on the last weekday afternoon before the event date. Keys that have been collected by the Applicant **MUST** be returned to the Parish Council office no later than 48 hours after the event.
- 1.6. In the event of a booking no longer being required, the following cancellation fees will apply:
  - If cancelled in writing more than eight weeks before the booked date – there will be no booking fee payable.
  - If cancelled in writing more than two weeks before the booked date – 50% of booking fee is payable.
  - If cancelled in writing less than two weeks before the booked date – 100% of booking fee is payable.



## 2. MAXIMUM CAPACITY:

1. The Applicant is responsible for ensuring the number of people attending the event does not exceed the number agreed upon at the time of booking. The capacity of any open spaces event shall be assessed by the organiser as part of their Risk Assessment (noting point 5.6 of this Agreement). Under no circumstances must the number attending in either area of Victory Hall exceed 200 people (the calculated capacity of the floor areas of each venue, considering the fire exit capacity). If it is found that the number attending exceeds the maximum of 200, the Council reserves the right to terminate the event for safety reasons. All guests will be required to vacate the premises, and no refunds will be made.
2. The Applicant shall ensure that no person under 16 years of age enters the kitchen and / or bar area. The Council will not be held liable for any loss if kitchen facilities are not available.
3. As the individual responsible for the event, the Applicant must ensure that any children and adults with access to the stage or leisure facilities do so safely. Before using the stage, the Applicant must request permission to do so from the Venue.
4. The car park has limited space for 20-35 cars. Parking availability is not guaranteed. Use of the car park is at the owner's risk.

## 3. USE OF PREMISES:

1. The Applicant shall not use the premises for any purpose other than that described on the Booking Form and shall not sub-hire, use, or allow the premises to be used:
  - For any political rallies, group meetings or demonstrations.
  - For purposes which are illegal, i.e. forbidden by law or unauthorised by official rules.
  - For functions attended by people whose presence may cause civil unrest or division within the community.
  - By organisations or individuals that have been banned by law.
  - For doing anything or bringing onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
2. Chigwell Parish Council reserves the right to exclude or eject from the premises any person and to cancel any booking where it considers:
  - That such events may be contrary to the interest of the public or contrary to any law or act of Parliament. Any such booking may be subject to consideration by the police to ensure the safety of the community is assessed against the request for a venue booking.
  - The users of the premises may do something that may cause or pose a risk of loss, damage or significant expense to or harm the reputation of Chigwell Parish Council.
3. The Applicant shall ensure that no equipment, goods, or other materials are left on the premises after the period of use or overnight, unless permission has been requested and given in writing by the Clerk of the Council.



#### 4. LICENCES:

1. The **Applicant** shall be responsible for obtaining any licenses and for completing any returns that **such licensing** bodies **may require** in connection with the **use**, and the **Applicant** shall indemnify the Venue against the consequences of the **Applicant's** failure to do so.
2. The **Applicant** shall **be responsible for ensuring** that they have all permits, consents, licenses, permissions, certificates, authorisations and approvals, whether of a public or private nature, which any authority or person shall require regarding the event.
3. The **Applicant** shall not apply for a Temporary Event Notice without the written permission of Chigwell Parish Council.
4. No form of notice or decoration may be pinned, stuck, or otherwise fastened to the walls.
5. The sale of alcohol requires a Temporary Event Notice from Epping Forest District Council. This is the **responsibility and** liability of the **Applicant**.

#### 5. HEALTH AND SAFETY COMPLIANCE:

1. The **Applicant** shall be responsible for all health and safety matters during the use period. This includes, but is not limited to:
  - **Overseeing the condition and use of all equipment, structures and appliances.**
  - **The safe operation of all activities.**
  - **The management of all third parties.**
  - **The conduct and safety of all visitors.**
2. If used for commercial or public meeting purposes, the **Applicant** shall be responsible for the health and safety aspects of using the premises during the period of hire. The **Applicant** must carry out a risk assessment for each event. A copy of the risk assessment must be supplied to the office of Chigwell Parish Council **at least TWO days before the first date of the hire period.**
3. The **Applicant** shall ensure that they are familiar with the:
  - Fire alarm points.
  - Fire evacuation procedures, routes, refuge point and assembly point.
  - Emergency contact number.
  - Location of first aid kit.
  - Location of the accident reporting book.



4. The **Applicant** shall:

- Ensure clear and unobstructed access is maintained to all emergency exits in the premises.
  - Ensure fire doors in the premises are not propped open or left open at any time.
  - Familiarise visitors with the position of fire alarm points, fire evacuation routes, fire refuge points and the fire assembly point.
  - If a commercial use, appoint fire wardens who are fully trained in emergency procedures.
  - **If a private use, take personal responsibility for ensuring that all attendees are supervised and given adequate assistance in the event of an evacuation, including the safe evacuation of people with disabilities.**
5. **Any accidents or use of the first aid kit MUST be reported to the Parish Council. The form kept with the first aid kit MUST be completed.**
6. **The Applicant is required to comply with Martyn's Law (Terrorism (Protection of Premises) Act 2025) and agree to have in place, so far as is reasonably practicable, appropriate public protection measures to reduce their vulnerability to acts of terrorism and the risk of physical harm if one were to occur on the site location or nearby.**

## 6. ELECTRICAL COMPLIANCE SAFETY:

1. The **Applicant** shall ensure that any **mains-powered** electrical appliances intended to be used on the premises are **in a safe working condition**. It is the responsibility of the Applicant to check and monitor the condition of mains-powered electrical appliances before and during the use period. Checks must include, but are not limited to:
- **Items were purchased brand new within the past twelve months (check valid receipt).**
  - **Items have a current Portable Appliance Test (PAT) certificate, particularly those items greater than twelve months old (check valid PAT certificate).**
  - **Visual check of items, including plugs and adapters, before and during the use period and take appropriate action to mitigate the risk of fire.**
2. **Permission must be sought and granted in writing by the Clerk of the Council for any electrical device to be left on the premises and / or plugged in when the building is empty. All such devices MUST be PAT tested and a copy of the certificate or evidence of exception (i.e. receipt of items purchased brand new within the past 12 months) provided to the Parish Council beforehand:**

## 7. ALTERATIONS:

1. The **Applicant** must not make any alterations to the premises, **internally or externally**, without the prior written consent of the Venue.



## 8. FOOD AND DRINK:

1. Where food or drink is to be supplied to the public for commercial or non-profit purposes, the Applicant and / or caterer must comply with all relevant health and hygiene legislation and regulations. Evidence of this should form part of the Applicant's risk assessment.
2. If preparing or serving food, the Applicant shall observe all relevant food and hygiene legislation and regulations.
3. If the Applicant will use caterers on the premises during the period of use, the Applicant must ensure that the caterers comply with all relevant health and hygiene guidance, legislation and regulations as required.

## 9. GENERAL REGULATIONS:

1. The Applicant, all visitors and all third parties use the premises at their own risk.
2. **Smoking and / or vaping is not permitted anywhere on the premises.** The Applicant shall ensure that there is no smoking and / or vaping on the premises.
3. Naked flames and pyrotechnics, including but not limited to fire pits, sparklers, fireworks, flares, barbecues and open flame decorations are strictly prohibited within the hall space and its surrounding area including the car park. The only exception is the use of small candles on celebration cakes, which may be used under close supervision and must be extinguished immediately after use. The use of food warming equipment such as chafing dishes that rely on methylated spirit or gel candles is permitted only if requested in writing at least 14 days in advance of the event and written approval is granted by the Clerk of the Council. Any unauthorised use of naked flames, barbecues or pyrotechnics may result in the immediate termination of the use agreement, forfeiture of the damage deposit, and potential liability for any resulting damage or costs.
4. Outside self contained catering provision e.g. pizza vans are permitted only if requested in writing at least 14 days in advance of the event and written approval is granted by the Clerk of the Council. Barbecues require prior written permission and are not permitted on Council land or premises unless operated by recognised commercial providers.
5. The Applicant must not do, nor allow anybody attending their event to do, anything on the premises that may constitute a nuisance to Chigwell Parish Council, to other users, or to the occupiers of adjoining or neighbouring premises.
6. The Applicant shall take responsibility for dealing with anybody causing a nuisance. This may include, but is not limited to:
  - Ensuring that any offending person is removed from the premises.
  - Assisting any third-party or emergency services agent regarding the matter.



## 10. CHILDREN:

- 10.1. If an event is mainly for children or is endorsed by a school for children to attend, the **Applicant** must have the necessary child protection policies and procedures in place.

## 11. END OF USE:

1. An Officer of Chigwell Parish Council will carry out a post-event check of the premises after the use to establish if it has been left in good condition and in accordance with the responsibilities of the Applicant in this agreement. The Officer will compile a report of their findings for the Clerk of the Council, RFO, Health & Safety Officer or any other Officer of Chigwell Parish Council to review as applicable.
2. The **Applicant** is responsible for ensuring that **all noise is kept at an acceptable level** and does not disturb residents.
3. The **venue** closes at **23:00 (11pm)**. All audio and / or live music **MUST** be switched off by **11pm**.
4. The **Applicant** is responsible for clearing up before leaving the **venue**. All rubbish must be removed from the **venue** and taken away from the premises. If these responsibilities are not fulfilled, Chigwell Parish Council reserves the right to retain the refundable deposit and make further charges if required.
  - **Clean and tidy** – A cleaning charge of **£50.00 per hour** shall be payable by the **Applicant** if the **venue and its associated premises (internal and external)** has been left in an unacceptable condition. Should bodily fluids, hazardous items or similar be found on the premises, or **if** the toilets are left in an unsatisfactory condition, a further specialist cleaning charge will apply.
  - **Rubbish removed from the venue and its associated premises (internal and external) at the end of the period of use** – A charge of **£100.00** shall be payable by the **Applicant** to remove any rubbish remaining in or around the **venue and associated** premises.
  - **Leaving the building unsecured** - a charge of **£150.00** will be made if any windows and / or doors are left unsecured, requiring staff to visit and make the building **secure**.
5. Where the use includes use of the kitchen and / or bar area, the **Applicant** shall ensure the microwave / oven, sinks, fridge, equipment and all floors and surfaces are left clean. Nothing should be left in any ovens, fridges, etc. A charge of **£100.00** shall be payable by the **Applicant** if the kitchen and / or equipment are not left in a good level of cleanliness after the use period.
6. The **Applicant** shall ensure no damage is caused or permitted to be caused to the premises or any equipment or fittings during the period of use.
7. The **Applicant** shall be responsible for any damage caused or permitted to be caused to the premises or any equipment or fittings during the period of use.





8. The **Applicant** shall reimburse Chigwell Parish Council **with** respect **to** any damage caused during the period of use. Any damage will be **inspected and** evaluated by an independent expert, agency and / or company.
9. At the conclusion of the use period, the **Applicant** is responsible for ensuring that all lights, **heating**, and electrical equipment **are** turned off, and **that** all doors and windows **are** securely closed.

## 12.INSURANCE:

1. During the period of the use, the **Applicant** shall be responsible for all damages, losses, claims and costs arising out of their use of the premises and shall indemnify the Venue from and against any expense liability, loss claim or proceedings, including claims for personal injury to or the death of any person arising out of the course of or caused as a result of the use, except where due to the negligence of the Venue or their respective servants or agents.
2. The **Applicant**, during business, **commercial or public** activities, shall maintain Public Liability Insurance **for** the sum of not less than **£5,000,000 (five million pounds)**, in place for the use **of** the premises during the period of the use. A copy of the **Applicant's** Public Liability Insurance Certificate shall be provided to the Venue **not less than TWO days before** the first date of the period of use.

## 13.ADVERTISING:

- 13.1. No advertising shall be displayed **in or around** the **premises** without the written permission of **Chigwell Parish Council**.
- 13.2. Any artwork or other advertising for commercial or public events must be submitted to Chigwell Parish Council a minimum **of** seven days before any event. Chigwell Parish Council reserves the right to cancel the use agreement if any artwork or advertising is deemed by Council staff to be inappropriate, unlawful or otherwise unsuitable.
- 13.3. A charge of £100 shall apply **if** the **Applicant** fails to comply with clauses 13.1 and / or 13.2.

## 14.DATA PROTECTION:

- 14.1. Personal data supplied on the Booking Form will be **retained** and will be used in accordance with the Data Protection Act 1998.
- 14.2. **Copies of ID will be retained until the full criteria for damage and key deposit refunds have been satisfactorily met. This includes, but is not limited to:**
  - **The receipt of a satisfactory Council Officer end of use checklist report**
  - **The safe return of the key in an undamaged condition**



- 14.3. Copies of ID will be destroyed only when the above criteria have been met, and damage and key deposit refunds have been processed (further information see GDPR Policy).

## 15. GENERAL TERMS:

- 15.1. Chigwell Parish Council may from time to time amend or add to these Terms and Conditions of Use in writing.
- 15.2. The **Applicant** shall ensure that their event / use complies with all relevant legislation and regulations.
- 15.3. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.
- 15.4. No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
- 15.5. This Agreement will be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.
- 15.6. Use of the venue as a Polling Station for elections, or for any other Governmental purpose, may necessitate the cancellation of confirmed bookings. Chigwell Parish Council accepts no liability for any consequential or secondary loss or damage to any third party in these circumstances.
- 15.7. Chigwell Parish Council accepts no liability for **any** consequential or secondary loss or damage to any third party in the event the facilities, or any part thereof, are not available as agreed, advertised and / or offered for any reason beyond the Council's control.

## 16. DECLARATION

**Please print, sign and date below to confirm that you accept these conditions of use.**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_