



Chigwell Parish Council

TERMS AND CONDITIONS

This Agreement constituting the Victory Hall Booking Form and these Terms and Conditions, is made between the Hirer and Chigwell Parish Council. The parties agree that this Agreement will carry out the hiring. Council staff reserve the right to refuse any booking without reason.

1 IN ACCORDANCE WITH THIS AGREEMENT:

- 1.1 Applications to hire Victory Hall **must be made by submitting a Victory Hall booking form**, completed in full. Chigwell Parish Council reserves the right to refuse any application.
- 1.2 Booking payment must be paid by electronic bank transfer or cash to Chigwell Parish Council account after both sides approve the booking process (Victory Hall Booking Form, Booking Order) **no later than TWO working days** after booking approval. Payment must not be made without a Booking Order number - the reference for payment should be the Booking Order Number.
- 1.3 **A refundable damage deposit of £275.00 and a refundable key deposit of £125.00** must be paid by cash/or bank transfer 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 In the absence of a Caretaker, to gain entry to the Hall, an email will be sent from Parish Office containing contact name and mobile number. The Hirer will call this number no earlier than half an hour prior to their event start time. The Hirer will be given the 4-digit code to the KeyKeep box. The email will also contain a PDF for KeyKeep Box instructions. This email will be sent by close of business (4 pm) on the last weekday prior to 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 charge.
 - 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:

- 2.1 The Hirer is responsible for ensuring the number of people attending the event does not exceed the number agreed upon at booking time. Under no circumstances must the number attending exceed 120 people. In the event it is found the number attending exceed the legal maximum of 120 the Council reserved the right to terminate the event for safety reasons. All guests will be required to vacate the premises and no refunds will be made.
- 2.2 The Hirer shall ensure that no person under 16 can enter the kitchen. The Council cannot be held liable for any loss if kitchen facilities are not available.
- 2.3 As the individual responsible for the event, the Hirer must ensure that both children and adults can safely utilise the stage. Before using the stage, the Hirer must request permission to do so.
- 2.4 The car park has limited **space for 20-35 cars and available parking is not guaranteed**. Use of the car park is at the owner's risk.

3 USE OF PREMISES:

- 3.1 The Hirer shall not use the Premises for any purpose other than that described on the Victory Hall Booking Form and shall not sub-hire or use or allow the Premises to be used for:
 - Any political rallies, group meetings or demonstrations.
 - For purposes which are illegal i.e., be they forbidden by law or unauthorised by official or accepted rules.
 - For functions attended by people whose presence may cause civil unrest or division within the community.
 - An organisation or individual which has been banned by law.
 - Or to do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
- 3.2 Chigwell Parish Council reserves the right to exclude or reject from the Premises (Victory Hall) 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 bookings will also be subject to consideration from the police to ensure the community's safety 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 Chigwell Parish Council or harm the reputation
 - of Chigwell Parish Council.



- 3.3 The Hirer shall ensure that NO equipment, goods, or other materials are left on the Premises after the period of hire or overnight.

4 LICENCES:

- 4.1 The Hirer shall be responsible for obtaining any licences and for completing any returns that the Performing Rights Society may require, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer shall indemnify the Venue against the consequences of the Hirer's failure to do so.
- 4.2 The Hirer shall ensure that they have all permits, consents, licences, permissions, certificates, authorisations, and approvals, whether of a public or private nature which any authority or person shall require regarding the event. This includes, where required, a licence issued by the Performing Rights Society and any copyright permission.
- 4.3 The Hirer shall not apply for a Temporary Event Notice without the written permission of Chigwell Parish Council
- 4.4 No form of notice or decoration may be pinned, stuck, or otherwise fastened to the walls.
- 4.5 The sale of alcohol requires a Temporary Event Notice from Epping Forest District Council, this is the liability of the Hirer.

5 HEALTH AND SAFETY COMPLIANCE:

- 5.1 If hiring for commercial or public meeting purposes, The Hirer shall be responsible for the health and safety aspects of using the Premises during the Period of Hire. The Hirer must carry out a risk assessment for each event. A copy of the risk assessment must be supplied to the offices of Chigwell Parish Council at least TWO days before the first date of the period of hire.
- 5.2 The Hirer shall ensure they are familiar with the:
- a. fire alarm points
 - b. fire evacuation procedures, routes, refuge point and assembly point
 - c. emergency contact number
 - d. location of first aid kit – in the kitchen.
 - e. location of the accident reporting book – in the kitchen. 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.
- 5.3 If hiring for commercial or public meeting purposes, the Hirer shall
- a. ensure clear and unobstructed access is maintained to all emergency exits in the Premises.



- b. ensure fire doors in the Premises are not propped open or left open at any time.
- c. familiarise visitors with the position of fire alarm points, fire evacuation routes, fire refuge points and the fire assembly point.
- d. appoint fire wardens who are trained in emergency procedures.

6 ELECTRICAL COMPLIANCE SAFETY:

- 6.1 The Hirer shall ensure that any electrical appliances intended to be used by the by the Hirer at the Premises shall be PAT tested and have a valid Portable Appliance Test certificate to demonstrate that the equipment is in a safe working condition in accordance with the Electricity at work Regulations 1989. Details shall be submitted to Chigwell Parish Council TWO days prior to the booking.

7 ALTERATIONS:

- 7.1 The Hirer must not make any alterations to the Premises or any other part of the Premises without the Venue's prior written consent.

8 FOOD AND DRINK:

- 8.1 Where food or drink is to be supplied to the public for commercial purposes the Hirer or caterer must hold a Basic Food Hygiene Certificate. A copy of the certificate must be supplied to the Venue at least TWO days before the first date of the Period of Hire.
- 8.2 The Hirer shall if preparing, serving, or selling food observe all relevant food and hygiene legislation and regulations.
- 8.3 If the Hirer wishes to use caterers on the Premises during the Period of Hire, the Hirer must ensure that the caterers comply with all health and hygiene legislation and regulations.

9 GENERAL REGULATIONS:

- 9.1 **Smoking/or vaping is not permitted anywhere on the premises.** The Hirer shall ensure that there is no smoking and vaping on the Premises.
- 9.2 No pyrotechnics or naked flames are permitted in the hall.
- 9.3 The Hirer must not do or allow anyone attending their hiring to do anything on the Premises that may become a nuisance to Chigwell Parish Council or other hirers or to the occupiers of adjoining or neighbouring premises.



- 9.4 The Hirer shall be responsible for requiring anyone causing such a nuisance to leave the Premises and the Building.

10 CHILDREN:

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

11 END OF HIRE:

- 11.1 The Hirer is responsible for ensuring that noise is acceptable and does not disturb residents.

- 11.2 The hall closes at midnight, and any audio or music **MUST** be switched off by 11 pm.

- 11.3 The Hirer is responsible for clearing up before leaving the hall. Any rubbish must be removed from the hall 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 or part hour shall be payable by the Hirer when the Hall has been left in an unacceptable condition. Should bodily fluids, hazardous items or similar be found on the premises or the toilets are left in an unsatisfactory condition, a further specialist cleaning charge will apply.
- **Rubbish removed from the building at the end of the period of Hire** – A charge of **£100.00** shall be payable by the Hirer to remove any rubbish remaining in or around the hall premises.
- Leaving the building unsecured - a charge of **£150.00** will be made if any windows and/or doors are left unsecured, necessitating staff to visit and make the building.

- 11.4 Where the hire includes use of the kitchen the Hirer shall ensure the microwave/oven, sinks, fridge, the 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 Hirer if the kitchen and/or equipment are not left in a good level of cleanliness after the hire period.

- 11.5 The Hirer shall ensure no damage is caused or permitted to be caused to the Premises or any equipment or fittings during the Period of Hire.

- 11.6 The Hirer shall be responsible for any damage caused or permitted to be caused to the Premises or any equipment or fittings during the Period of Hire.



- 11.7 The Hirer shall reimburse Chigwell Parish Council in respect of any damage caused during the period of hire. Any damage will be evaluated by an independent expert / agency / company.
- 11.8 At the conclusion of the hire period, the Hirer is responsible for ensuring that all lights and electrical equipment are turned off and all doors and windows securely locked.

12 INSURANCE:

- 12.1 During the period of the hire, the Hirer 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 whatsoever arising out of the course of or caused as a result of the hire except where due to the negligence of the Venue or their respective servants or agents.
- 12.2 The Hirer – during business activities, shall maintain Public Liability Insurance in the sum of not less than £5,000,000, in place for the use the Premises during the Period of the Hire. A copy of the Hirer's Public Liability Insurance Certificate shall be provided to the Venue not less than TWO days before the first date of the Period of Hire.

13 ADVERTISING:

- 13.1 No advertising shall be displayed at the building without the written permission of the Venue.
- 13.2 Any artwork or other advertising for commercial or public events must be submitted to Chigwell Parish Council a minimum seven days before any event. Chigwell Parish Council reserve the right to cancel the hire 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 where the Hirer fails to comply with clauses 13.1 and / or 13.2.

14 DATA PROTECTION:

- 14.1 Personal data supplied on the Victory Hall Hire Booking Form will be held and will be used in accordance with the Data Protection Act 1998.
- 14.2 ID copies will be retained, and destroyed once Hall key has been returned to the Chigwell Parish Council main office (further information see GDPR Policy).



15 GENERAL TERMS:

- 15.1 Chigwell Parish Council may from time to time amend or add to the Terms and Conditions of Hire in writing.
- 15.2 The Hirer shall ensure that their event/hire 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 Chigwell Parish Council accept no liability for and 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.

PLEASE SIGN AND DATE TO CONFIRM THAT YOU ACCEPT THE ABOVE CONTRIBUTION OF HIRE.

Name:

Signature.....

Date.....