



**Penketh
Parish
Council**

Parish Office
Penketh Pool and Community Centre
Honiton Way
Penketh
Warrington
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01925 724515
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HIRING AGREEMENT FOR PENKETH POOL COMMUNITY CENTRE

This agreement is made on 14/11/2023 (1) between the Council (3) and the Hirer (4) named below, whereby, in consideration of the sums mentioned (5)

The Council agrees to permit the Hirer to use the premises...**PENKETH COMMUNITY CENTRE : HALL**

For the purpose and the period described below, (or on attached continuation sheet) viz:

1. Date required: - Day: Saturday Date:
Month: Year:
Time Required: - From xx pm To xx pm
Includes Preparation 1:00pm – 1:45pm Clearing up 3:30pm – 4:00pm

2. Purpose of hire xxx birthday party

3. Penketh Parish Council Authorised Representative _____

4. Hirer: (a) Name (if individual)
or
(b) Organisation (if applicable) _____

(c) Name of Organisation's Authorised Representative: _____

Note: Person signing must be 18 years of age or over.

Address:

Telephone number:

Email Address:

5. Hiring fee: £ 75 per hour for 3 hours

Total fee: £ 75

6. Commercial Use YES/NO

Do you have a Committee YES/NO
 Do you have charitable status YES/NO
 Do you have membership fees YES/NO
 Do you operate as a Business YES/NO
 How many members do you have

- 7. Status of hiring: This will be a private event
- 8. Will your event require music? YES
(If yes, please take careful note of section 21 of the conditions for hire)
- 9. Is alcohol to be provided at the event? YES
- 10. If alcohol is to be provided will it be for sale? NO

If yes, you will need to ask written permission from the Council, **and** obtain the necessary licence (see condition 3 on Conditions attached)

- 11. Number of people who will be attending the event xx adults
 xx Children
- 12. Number of vehicles which will require a parking space xx

B.

1. The Hirer agrees with the Council to be present during the hiring and to perform the provisions and stipulations contained or referred to in the Council’s “Schedule of Standard Conditions for hire” for the time being in force as annexed hereto (an understanding of which the Hirer acknowledges) together with the special conditions set out in the schedule attached if any.

2. It is hereby agreed that the “Standard Conditions of Hire” attached hereto together with any Special Conditions of Hire in the Schedule attached shall form part of the terms of the Hiring Agreement unless specifically excluded.

As Witness the hands of the parties hereto:

Signed by the person named at A3 above on behalf of Penketh Parish Council

.....

Signed by the person named at A4 (on behalf of the organisation named at 4 (b) above, where applicable).

I declare that I have read, understand and accept this agreement and the Schedule of Standard Conditions of Hire attached and agree to be bound by them; the information given in this agreement is correct to the best of my knowledge and I acknowledge that any misstatement or misrepresentation will invalidate the agreement.

.....

Schedule of Standard Conditions for Hire

Penketh Pool and Community Centre

(If the hirer is in any doubt as to the meaning of the following, the Parish Clerk or Administration staff 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; change of any sort and the behaviour of all persons using the premises whatever their capacity or activity being undertaken; **including proper supervision of car parking arrangements so as to avoid obstruction of the highway.**

2. Use of 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.

The Hirer shall not allow a greater number of persons to attend than stated in the Hiring Agreement, nor a greater number of vehicles.

3. Restrictions

There must be no barbecues on site during functions, nor any cooking out of doors.

4. Licences

THE HIRER shall be responsible for obtaining such licences as may be needed whether for the sale or supply of intoxicating liquor (an application for which licence cannot be made if the village hall deed prohibits the sale or consumption of alcohol) from the Performing Right Society, from Phonographic Performance Ltd or otherwise and for the observance of the same.

5. 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.

6. Public Safety Compliance

THE HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays. **This includes ensuring road access is not restricted by vehicles belonging to persons attending the event being parked on the roads around the centre.**

7. Health and Hygiene

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

THE PREMISES MUST BE RETURNED TO HOW THEY WERE FOUND AND RUBBISH MUST BE TAKEN HOME UNLESS PRIOR CONSENT FROM THE CLERK, DUE TO THE BUSY CENTRE GENERATING ITS OWN WASTE.

8. 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.

9. Indemnity

THE HIRER undertakes at his own cost, strictly to observe and perform:

- all relevant statutory provision regulations, from time to time in force including but not limited to licensing legislation;
- the provisions of this Hire agreement;
- All instructions given to him by the Council or its agents, under the terms of this Hire agreement.

THE HIRER shall indemnify the Council against all claims, demands, actions and proceedings in respect of any violation of copyright of any unauthorised performance or use of record apparatus or contrivance of the period of hire.

A right of entry to the hired premises will be reserved at all times to the Council, their representative, agents or servant and any Police or Fire Officer on duty during the hired period.

THE HIRER shall during the hire period be responsible for:

- The efficient supervision of the hired premises, including effective control of children, the orderly and safe admission and departure of persons to and from the hired premises and the orderly and safe clearance of the hired premises in case of emergency.
- Ensuring all fire exits from the hired premises shall be kept unfastened and immediately available for exit during the whole time the hired premises are in use.

Breach by the Hirer

If the Hirer fails to observe and perform any of these Conditions, the Council may:

- Charge to and recover from the Hirer any expense incurred by the Council in remedying such failure.
- Cancel this Hire Agreement or any other hiring of the hired premises by The Hirer without incurring any liability to the Hirer for the return of any Fee or otherwise.

10. Risk Assessments

THE HIRER shall be responsible for undertaking an adequate risk assessment for all activities they will carry out or permit and will take appropriate action to mitigate risks as identified, or ensure that this is undertaken by any entertainer/company engaged during the booking. The risk assessment must be available to the Council on request.

11. Accidents and Dangerous Occurrences

THE HIRER must ensure that your group are aware of carrying our emergency procedures. All Accidents must be reported to the bookings clerk on 01925 724515.

On-line accident forms will need to be completed and appropriate managers must be informed, so all accidents or incidents can be investigated accordingly

12. Animals

THE HIRER shall ensure that no animals (including birds) except trained assistance dogs are brought into the hall, other than for a special event agreed to by the Parish Council. And no animals whatsoever are to enter the kitchen at any time.

13. 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 1989 and that only fit and proper persons have access to the children (see VHIS No.5).

14. Fly Posting

THE HIRER shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Hall, and shall indemnify the Parish Council 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.

15. 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 organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

16. Cancellation

Cancellation/Alterations to Block Bookings

- Any group wishing to cease use of a facility must provide **one months' notice**, in writing to the Bookings clerk and must complete and return the Cancellation form.
- If a group wishes to cancel one-off sessions, for any reason or several sessions for holidays, the Bookings clerk must be informed. No charge will be made if 10 days' notice is given. In all other circumstances hire fees will be due.
- Groups who operate on a seasonal or termly basis must provide dates of use on an annual basis.

Cancellation/Alterations to Casual Bookings

- Should it be necessary to cancel or alter a casual booking the Bookings clerk must be contacted immediately? In order for the remaining 75% hire charge to be waived cancellations must be received at least 10 working days before the event.

NB Failure to inform the Bookings clerk of any cancellations will result in a charge being made for the facilities

Cancellation by the Council

The Council reserve the right by notice to the Hirer to terminate any hiring or alter any of the hired premises. The Council shall not as a result of this cancellation incur any liability for breach of contract or be liable to the Hirer for any consequential or other economic loss. In the event of the cancellation due to unforeseen circumstances by the Council such cancellation not being caused by the negligence act or default of the Hirer, its servants or agents, the Council will give the Hirer the maximum practical notice and the hire charge paid to the Council by the Hirer will be refunded to them. In the event of such cancellation the Council shall not in these circumstances be liable to the Hirer for any consequential or other economic loss.

Contact Person

Inform the Bookings clerk of any changes to the contact person for bookings. Please pass on the conditions of hire and booking arrangements to those who will be on site.

17. Cancellation

THE PARISH COUNCIL 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. This is not an exhaustive list.

18. Unfit for Use

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

19. Refusal of Booking

THE PARISH COUNCIL 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 as have been paid by the hirer to the Council. The Council shall not be liable to make any further payment to the hirer.

20. Start/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 directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Parish Council shall be at liberty to make an additional charge. The Hirer shall be responsible for setting out the room as they require, and also for putting away any tables, chairs etc. that they use. If Hirers require any help in setting out and restoring the premises to their former condition they may apply to the Council, a charge may be levied for this.

21. Noise

The Parish Council has adopted a “Good Neighbour” policy for its centre and requires hirers to adhere to the following regulations:

THE HIRER shall ensure that the minimum of noise is made on arrival and departure. All functions must finish no later than 10pm, the playing of music must cease by 9pm and access to the garden is not allowed after 9pm.

Providers of both non-amplified and amplified music, e.g. discos, must not exceed “reasonable noise levels” in the context of disturbance to local residents. **At functions where amplified music is put on, all windows and the exit door to the garden must remain closed for the full duration of the booking. The air conditioning unit may be used if needed by request to the caretaker on duty.**

22. No Smoking Policy

Smoking and vaping is not permitted in or outside any Council building as this may result in others being exposed to second hand smoke/vapour. The smoking and vaping restriction covers all parts of the Council’s premises, including the front access doorways and surrounding areas.

23. Storage

There are limited storage facilities on site which will be allocated by the Bookings clerk. Penketh Parish Council cannot be held responsible for any loss or damage to equipment left on the premises. This will be at the hirer’s own risk.

24. Hirer's Liability

- I. The Hirer/Group Lead should familiarise themselves with the evacuation procedures as detailed in the Centre **Health & Safety Folder** (see Bookings clerk)
- II. Hirer/Lead for the Group on entry to the building must sign in the **Visitors book** and sign out on exiting the building and must keep a written record of users who attend each session
- III. Comply with health and safety legislation as instructed by the Bookings clerk.
- IV. Provide their own first aider and suitable equipment
- V. All sceneries, curtains and property used in connection with the activity of the Hirer should be adequately fireproofed.
- VI. No bolts, nails, screws, pins or any other like object shall be driven into any part of the hired premises nor shall Hirers hang plaques, pictures or photographs, on any walls within any centre.
- VII. No alterations to the structure, fittings, decorations or furnishings of the hired premises are to be made.
- VIII. Furniture & fittings should not be purchased for any centre without prior consultation with the Penketh Parish Council.
- IX. Furnishings, clothing or any other items should not be brought into the Centre without prior consultation with the Bookings clerk.
- X. The Hirer shall take care of and shall not cause or permit to be caused any damage to the hired premises or any part of the hired premises or to fittings, equipment or other property therein.
- XI. The Hirer shall pay to the Council the amount certified by the Council for any damage thereto (including accidental damage caused by any act or neglect by the Hirer or any person using the premises during the hire period and any earlier access as agreed by the Management.
- XII. For the period of the hire, the hirer will be fully responsible for the Centre building and its contents, their care and safety from any loss or damage, and for the behaviour of all people using the building. The Centre must not be left unattended during the hire period. At the end of the hire period, the building must not be left unattended until it is properly secured.

- XIII. Key holders must not loan, transfer, give possession of, misuse, modify, copy or alter any keys issued to them.
- XIV. Community Hirers are charged per session which includes set up and clear up time.
- XV. Sessions must finish promptly so the next hirer is able to set up.
- XVI. The hirer/group must have consideration for the welfare of neighborhoods when leaving the building
- XVII. The Hirer shall not use the hired premises for any other purpose other than that stated in the schedule.
- XVIII. No part of the hired premises are to be used for any unlawful purpose or in any unlawful way.
- XIX. No animal is to be brought into the venue without written consent of the Bookings clerk.
- XX. ***The hire of the hired premises does not entitle the Hirer to use or enter the hired premises at any time other than the hire period specified*** on their booking form unless prior arrangements have been made with the Bookings clerk.
- XXI. The Hirer shall indemnify the Council against all claims, actions and proceedings in respect of loss or damage to goods or death or injury to persons in the hired premises or entering or leaving the same in connection with the purpose for which the premises are hired and occurring or arising during that period that the hired premises are being used or prepared by the Hirer, provided always that this indemnity shall not extend to any loss, damage or injury caused by the negligent act or default of the Council, its servants or agents.
- XXII. Without limiting its liabilities under this Condition, the Hirer shall insure with an Insurance Company against all liabilities
- XXIII. The Hirer shall hold a policy of insurance in respect of public liability with a minimum identify of £5 million.
- XXIV. The Hirer shall supply to the Council on demand a copy of that insurance policy confirming that the Hirer's insurance policy and supply any risk assessments carried out by or on behalf of the Hirer.

NB New Terms & Conditions of hire will need to be signed at the beginning of each new financial year and will run from April - March

