

# ECCLESTON PARISH COUNCIL

## FULL TERMS AND CONDITIONS OF HIRE

### ECCLESTON VILLAGE HALL

(With effect from May 2019)

These conditions apply to all hiring of the Village Hall. If the Hirer is in any doubt as to the meaning of any of the following, the Caretaker or the Clerk should be contacted.

#### Caretaker

Lisa Poole  
01744 638554

#### Clerk

Janet Anderson  
0151 345 7533

1. The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

The outside grounds/areas **must not be used** during the Hall hire. No persons should be allowed in the outside grounds/areas.

2. The Hirer shall, during the period of the 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. The Hirer shall pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents. Any accidents **MUST** be reported in the Accident Book located in the kitchen and reported to the Caretaker.
3. 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, not 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 sale of alcohol thereon.
4. 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. All means of exit from the premises must be kept free from obstruction and immediately available for public exit.
6. The fire brigade should be called to any outbreak of fire, however slight, and details given to the caretaker.
7. The Hirer, if preparing and serving food, should observe all relevant food health and hygiene legislation and regulations. The premises are provided with a refrigerator.
8. The Hirer shall ensure that any electrical appliances brought by them to the premises shall be safe, in good working order and used in a safe manner.
9. The Hirer shall be liable for the cost of repair to any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises.

10. The Hirer shall ensure that highly flammable substances are not used in the premises and no internal decorations shall be erected.
11. The Hirer shall ensure that no heating appliances are brought into the premises.
12. The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises. No animals whatsoever are to enter the kitchen at any time.
13. The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place.
14. If the Hirer wishes to cancel the booking before the date of the event, at least 7 days' notice must be given in order for the £10 deposit to be refunded or not be charged for use of the hall.
15. Eccleston Parish Council reserves the right to cancel any hiring by written notice to the Hirer in the event of:
  - 15.1. The premises being required for use as a Polling Station
  - 15.2. Eccleston Parish Council reasonably considering that such hiring will lead to a breach of licensing conditions, other legal or statutory requirements; or unlawful or unsuitable activities will take place at the premises as a result of this hiring
  - 15.3. The premises becoming unfit for the use intended by the Hirer
  - 15.4. An emergency requiring use of the premises as a shelter for victimsIn any such case the Hirer shall be entitled to a refund of any deposit already paid, but Eccleston Parish Council shall not be liable to the Hirer for any resulting direct or indirect loss of damages whatsoever.
16. The Hirer shall be responsible for leaving the premises in a clean and tidy condition, properly locked and secured (if applicable) and any contents temporarily removed from their usual positions replaced, otherwise Eccleston Parish Council shall be at liberty to make an additional charge.
17. The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The hall MUST be vacated after an event no later than 9pm.
18. Eccleston Parish Council accepts no responsibility for any stored equipment or other property brought into or left at the premises and all liability for loss or damage is hereby excluded.
19. No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises.
20. The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.
21. Performances involving danger to the public or of a sexually explicit nature shall not be given.
22. The Hirer shall ensure that all persons comply with the prohibition of smoking in public places provision of the Health Act 2006 and regulations made there under. Any person who breaches this provision shall be asked to leave the premises.
23. If the Hirer is responsible for securing and locking the premises they must ensure all windows are closed, all water taps are turned off, all lights are turned off and the alarm is fully armed.