**1. Supervision/Duty of Care**

During the period of hire the Hirer is responsible for the supervision, health and safety including fire risk and behaviour of all persons using the premises. Please refer to Boxley Parish Council’s Fire and Emergency Evacuation document for information. Special care must be taken to ensure the welfare of any children using the hall or any areas outside the hall. The Hirer’s attention is brought to the fact that cars may be entering or exiting the car park throughout the hire.

The Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for the loss of contents.

**2. Car Park**

Cars must be parked in designated bays only; this is required to avoid obstruction of exit doors and the pathways. A through route is to always be kept clear for emergency vehicles to access the hall. No vehicles can be left overnight in the car park without prior approval from the parish office/caretaker. The car park must always remain open during the hire and cars parked are at owners own risk.

**3. Use of Premises**

All means of exit from the premises must be kept free from obstruction and immediately available for instant public access. 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 other purpose. Hirers shall not act 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 sale of alcohol thereon without prior approval.

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. Right of entry to the hall shall be permitted at any time by any member of the Council, its officers and authorised agents or contractors. This hiring agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

**4. Footwear**

The use of stilettos within the hall is strictly prohibited. Users need to be mindful of the choice of footwear used in the hall. Block heels should be worn as an alternative whenever possible.

**5. Movement of Equipment**

 Anything to be taken in and out of the hall should be wheeled and carried and not dragged. If using the chair trolley you must ensure it is tipped back on its wheels and not dragged across the floor.

**6. Smoking**

Smoking/vaping is strictly prohibited within these premises. The designated smoking area is located outside, opposite the kitchen.

**7. Licences**

The Hirer shall be responsible for obtaining such licences as may be needed. Most DJ’s have their own licences. The sale of alcohol must be under the supervision of a Personal Licence holder (see separate form).

**8. Health & Hygiene**

Hirers must take away any glass bottles or cans for recycling. Failure to comply may result in retention of part of the refundable deposit for any costs incurred by the hall in disposing of excess refuse.

**9. Electrical Appliance Safety**

The Hirer shall ensure that any electrical appliances brought by them onto the premises and used there shall be safe, in good working order and used in a safe manner. Professional companies i.e. DJ’s/bouncy castles etc are required to produce a PAT certificate for their equipment.

## **The law**

Electricity at Work Regulations 1989

You must make sure that the electrical installation and the electrical equipment is:

* suitable for its intended use and the conditions in which it is operated,
* only used for its intended purpose,
* maintained by a competent person / Inspected by a qualified person.

**10. Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to a member of the Beechen Hall staff **as soon as possible** and complete the relevant section in the Beechen Hall accident book.

**11. Animals**

The Hirer shall ensure that no animals (including birds and reptiles) except guide or assistance dogs are brought onto the premises without prior permission from the Parish office. No animals whatsoever are to enter the kitchen at any time.

**12. 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’s Act of 1989 and that only fit and proper persons have access to the children.

**13. Flyposting**

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisement for any event taking place at the premises. Failure to observe this condition may lead to prosecution by the local authority.

**14. Explosives and flammable substances**

Flammable substances and BBQ’s are not permitted on anywhere on site. Fireworks of any nature and Chinese lanterns are also not permitted anywhere on the site.

### **The law**

The Regulatory Reform (Fire Safety) Order 2005 covers general fire safety in England and Wales.

Employers and/or building owners or occupiers must carry out a fire safety risk assessment and keep it up to date.

Based on the findings of the assessment, employers need to ensure that adequate and appropriate fire safety measures are in place to minimise the risk of injury or loss of life in the event of a fire.

**Identified Risks:**

**Naked Flame (Candles, Chaffing dishes, Free standing / Fixed stoves, Heaters etc) This list is non exhaustive and liable to change following review by the Parish Health & Safety representative.**

**15. DJ’s/Live Entertainment**

The hall is equipped with a sound level control system. This must not be bypassed and contacts on fire doors must not be tampered with. Failure to comply will result in the Hirers damage deposit being retained. The Caretaker is instructed to turn the electricity off if the instruction is ignored as this is a breach of contract.

**16. Smoke/mist/water vapour machines, indoor fireworks, confetti, bubble machines and body art ink**

These are not allowed due to damage and staining to the hall floor. The hall has a smoke detector which will be activated by this type of equipment. If these are used the Hirer will be liable to an extra cleaning or call out charge.

**17**. **Hover boards/skateboards/roller skates/drones** **and similar equipment**

These are not permitted on the premises due to potential damage.

**18. Bouncy Castle/Soft Play Public Liability Insurance**

All equipment, (including bouncy castles and soft play equipment) brought into and used at the hall is done so at the owner’s/Hirer’s risk. Any injury to persons or damage to the hall caused by the equipment will be the responsibility of the Hirer. The Hirer is responsible for ensuring that no damage is made to the floor, particularly by heat or scratches. It is strongly recommended that appropriate insurance for bouncy castles is in place prior to the hire. The office must have sight of a valid copy of the Public Liability Insurance certificate held by the supplier of bouncy castle equipment.

**19. Bookings and Fees**

Bookings will only be considered firm, after payment has been received within seven days of invoice issued.

**20. Damage Deposits**

Refundable damage deposits will be charged of which part, or all, may be retained to pay for damages, breakages, additional cleaning, late departures, abuse of staff or recovery of expenses including obtaining Police assistance to preserve order at or after functions. This includes tampering with or bypassing the noise inhibitor system.

**21. Hire Fees**

Hire fees are payable within 7 days of an invoice being issued.

**22. Cancellation Policy and Charges**

Cancellation by the Hirer may result in hire fees being retained. Appeals may be made in cases of hardship in writing and any decision will be at the discretion of the Council. In all such cases an administration fee will be charged. Fees can be obtained from the Hire Rates document.

The Council reserves the right to cancel a hiring by written notice to the Hirer in the event that:

1. In use as a Local Emergency Centre because of e.g. a local disaster;
2. Required for use as a Polling Station for a Parliamentary or Local Government election or referendum;
3. Unfit for the use intended by the Hirer;
4. The premises is unable to open due to inclement weather conditions.
5. The carp park is unable to open due to inclement weather conditions. We accept no responsibility for this.
6. Or if the Council reasonably considers, in the light of information received after acceptance of the booking, that (i) such hiring may lead to a breach of licensing conditions or other legal or statutory requirement, or (ii) activities deemed to be unlawful or unsuitable may take place at the premises as a result of the hiring.

In the case of (a), (b) (c) and (d) above, the Hirer shall be entitled to a refund of any deposit already paid. In the case of (e) and (f), the deposit will not normally be refunded.

Failure to pay all fees two weeks before the event will result in the hire being cancelled due to a breach of contract by the Hirer. In no instance, shall Beechen Hall be liable to the Hirer or any other person or body for any consequential direct or indirect loss or damages whatsoever resulting from the cancellation.

**23. Responsibility of Hirers**

1. The Hirer must be aged 18 or over and must be present at the function.
2. Hirers are requested to have regard to nearby residents by using discretion in opening doors & windows in warm weather and when leaving the hall at night – minimum noise.
3. **Any audio equipment used must be plugged into the noise-limiting device. Fire doors must not be opened during this time otherwise the audio equipment will automatically shut off**.
4. Hirers are responsible for their own property and are advised to personally insure items of value for loss or damage in any circumstances.
5. Numbers shall be strictly limited by the Hirer to the following maximums:

Beechen Hall

Dancing: 200 persons Seated at Tables: 170 persons

 Close Seating: 200 persons Tables & Dancing: 155 persons

Acorn Room

Seated at Tables: 32 persons

 Close Seating: 32 persons

1. Hot food must not be served after 22:00 Monday-Saturday and 20:00 on a Sunday.
2. Any bar will close no later than the finish times as shown below:

 Monday - Friday **Finish: 22:00 vacate by: 22:30**

 Saturday **Finish: 22:00 vacate by: 22:30**

 Sunday **Finish: 20:00 vacate by: 20:30**

1. Hirers must ensure that all subcontracted caterers and bars take away their own rubbish. Any cardboard boxes left by the Hirer must be broken down before putting in the recycling box in the kitchen for this purpose. Failure to comply may result in retention of part of the refundable deposit to pay for any costs incurred by the Parish Council in disposing of excess refuse.
2. Hirers must ensure that all subcontracted/privately owned dining tables and chairs that have been hired and brought into the premises must have chair/table feet protectors supplied, to ensure that the hall floor is not damaged. Failure to comply may result in retention of the refundable deposit to pay for any costs associated with damage caused.
3. The Hirer or their representative assumes the fire safety responsibilities for the hall and the event being held and must familiarise themselves with the layout of the hall, fire exits, extinguishers etc.
4. The hall must be returned after your hire in the condition in which you found it with tables and chairs wiped clean and put away, floors swept, rubbish and decorations cleared away and the kitchen left clean.

**24. CCTV**

Beechen Hall is a licensed public venue and Boxley Parish Council uses CCTV equipment to provide a safer, more secure environment for its staff, volunteers, service users and to combat vandalism and theft. Essentially it is used for the prevention, investigation and detection of crime, the apprehension and prosecution of offenders (including using the images as evidence in criminal proceedings), monitoring the security of the site and to protect members of the public. The CCTV may be occasionally monitored throughout the hire by the duty officer. Our full CCTV policy is available from our offices.

The hirer may wish to take out insurance in respect of any of the matters to which reference is made in these conditions of hire.

The hirer shall indemnify the council against any claim in results of injury, death, damage or loss resulting from any breach of these conditions and the expenses of making good the same and any infringement of copyright or other matter.

**The following will help hirers plan events**:

We are pleased that Beechen Hall has been considered for your event. The Council requests hirers to abide by the previous conditions and read the following information. We hope the event is both successful and safe.

1. **Hall Facilities**
2. Main hall – dimensions of 20m by 10m; height 4.03m from floor to middle ceiling and 2.7m floor to lower ceiling. There is a picture rail from which decorations can be hung using blue-tack or the hooks provided. 2.6m from floor to picture rail; the hooks are spaced 0.5m apart. Mirror height to floor 2.6m, actual mirror height 2.5m, width 5.08m. ***Please note that the hirer must not stick anything to the hall floors, ceilings, walls or mirrors***.
3. Acorn Room – dimensions of 9m by 6m.
4. Versatile lighting in main hall, foyer and acorn room including spotlights.
5. Illuminated car park for 60 plus cars.
6. Kitchen with 6 burner hob and oven, 4 power points and a wall-mounted water boiler.
7. Disabled access to hall and a disabled toilet with baby-changing facilities.
8. 16 large (6’ L, 2’6” W, 28” H); 16 small (3’ L, 2’6” W, 28” H) tables and 180 chairs. Child size chairs and tables to seat 40 children.

**2. Hall Deliveries**

It is the Hirer’s responsibility to arrange additional facilities if those provided do not suit. If additional equipment is being delivered for the event, then the hirer must notify and clear this with the parish office and supply contact details of the company the hirer plans to use. The parish office is only open part time, and delivery/pick up dates/times must be booked with the parish office. Any equipment brought into the hall, e.g. tables, chairs, musical equipment, must be removed at the end of the hire unless prior permission has been received from the parish office for a later collection time. Failure to comply will be considered a breach of contract.

**3. Insurance**

As part of the hire cost Boxley Parish Council provides Public Liability Insurance, but this excludes bouncy castles. This cover protects the Hirer against claims for compensation by the public arising from legal liability for loss or damage to property and/or injury or death to members of the public. Limit of indemnity is £2,000,000 for any one incident (excess first £100). A copy of the insurance cover details will be supplied upon request.

**4. On the Day**

1. On the day of the hire, the hirer should arrive at the hall 10 minutes prior to the time shown on the booking form.
2. Upon arrival the hirer will be welcomed by a member of the caretaking staff who will show the hirer around and handover the hall. After this the hirer may begin to set up the event.

 Please note that the caretaker will only wait for **15 minutes** after the appointed time unless otherwise agreed in advance.

1. If the hirer arrives late and must summon the caretaker, the hirer will be charged an attendance fee of £50.00.
2. The hirer will be left with an information file, which will answer any questions that arise throughout the day, they also act as a reminder of the facilities available. Please check the information book prior to summoning the caretaker.
3. Call outs that are not due to any problem caused by the failure of any of the hall’s fixtures and fittings may result in an attendance fee charged at one hours hire.
4. Hirers are asked to respect the hire agreement contract, and the hall **must be** **vacated** by the specified end of hire time or the damage deposit will be forfeit. Fees can be obtained from Beechen Hall Hire Rates Document.
5. If a problem occurs during an event and the Caretaker attends, Hirers are asked to ensure that they are not abused by drunken guests. Boxley Parish Council does not accept any abuse of staff.
6. The hall must be returned after your hire in the condition in which you found it with tables and chairs wiped clean and put away, floors swept, rubbish and decorations cleared away and the kitchen left clean.

**RECEIPT OF PAYMENT ACTS AS AN ACCEPTANCE OF THE TERMS AND CONDITIONS AND CONFIRMS THE HIRE**