

CONDITIONS OF HIRE

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1. Bookings

Bookings will only be accepted for the current calendar year and the following calendar year. Requests for bookings beyond that point will be declined, until the beginning of the next calendar year. This is done to simplify the management of the booking system, ensure that particular Hirers do not monopolize particular dates too far into the future, and give the trustees the opportunity to assess competing priorities at the start of each calendar year.

2. Hire charges

Current hire charges can be found on the charity's website.

The minimum charge for a hire period is three hours, although the actual period booked may be shorter than three hours.

The maximum charge for a whole day's hire will be no greater than 10 hours' hire.

The trustees will consider requests for a reduced hire charge where a group has no more than six members.

3. Payment date

The hire fee is payable 14 days before the event for which the premises are hired or as otherwise agreed in writing by TPC.

4. Permission

In consideration of the cost of hire shown in the invoice, TPC agrees to permit the Hirer to use the premises for the date(s) and period(s) as described in the hire invoice.

5. Acceptance

The hire invoice is issued subject to these Conditions of Hire, which the Hirer is deemed to have accepted.

If the Hirer does not wish to accept the Hiring Agreement on these terms, they must notify The Perranwell Centre (TPC) in writing or by email without delay so that the hire can be cancelled.

6. Start time

The hirer must not enter or use the premises before the agreed start time for the booking. The booked time should include sufficient time for preparation.

7. Car parking

Anyone who organizes an event at the Perranwell Centre must ensure that everyone attending their event parks their vehicles responsibly, be they participants, supporters or members of the public.

Details of the number of spaces currently available can be found on our website. Please note that this number may vary occasionally.

Responsible parking means:

- parking in designated spaces in the car park
- parking outside designated spaces where the organizer of an event indicates that it is safe and appropriate to do so (see below)
- parking in any designated overflow car park
- parking on the street without causing an obstruction.

The organizer of an event must ensure that their attendees do not:

- park on the grass of the playing field, which is prohibited by the parish council
- park in Chyvogue Lane, which is a narrow lane unsuitable for parking
- block access for emergency vehicles.

Each organizer must check whether other events will be taking place at the same time as their own. When several events are taking place simultaneously, each organizer must take special care to ensure that their attendees park responsibly and, if necessary, liaise with other event organizers to achieve this.

Occasions will arise when the number of attendees' vehicles will exceed the number of designated spaces in the car park. When that occurs, special measures will be needed.

Where it is safe and appropriate to do so, without blocking access for emergency vehicles or blocking in anybody who might wish to leave before the end of an

event, an organizer may allow extra vehicles to park outside designated spaces. This might apply, for example, where a group of attendees are all performing together or playing for the same team and those attendees are likely to be leaving at roughly the same time.

If the organizer of an event anticipates that the number of vehicles arriving will be greater than the available number of designated spaces in the car park, then they must either appoint marshals to manage traffic or use alternative measures to organize responsible parking.

When two or more large events are booked to take place simultaneously and the organizers assess that it is likely that the number of vehicles arriving will exceed the capacity of the car park (for example, a football match coinciding with a performance or exhibition), the organizers of those events must liaise with each other to ensure that all vehicles are parked responsibly. This may include an agreement that one organizer would accept overall responsibility for all the parking at that time.

8. Cleaning up

The Hirer must ensure sufficient time is left for cleaning up afterwards.

The Hirer must ensure that all areas are thoroughly swept. Brooms, brushes and dustpans are kept in a cupboard in the kitchen; another large broom is stored by the rear exit.

The Hirer must leave all areas used by the Hirer, inside or out, in a clean and tidy condition.

The Hirer must return to their normal location any items temporarily moved from their usual positions. Small tables with the red and white tape should be in the West Room, and tables with the yellow and black tape in the South Room.

Failure to observe these conditions may result in either the loss of the cleaning deposit (see below) or, at the discretion of TPC, the imposition of an additional charge.

9. Waste disposal

The Hirer must remove recyclable waste, such as cardboard and glass, from the premises and dispose of it themselves.

TPC provides a bin, located in the car park, for non-recyclable waste. If the bin is full, the Hirer must remove their non-recyclable waste from the site and must not leave rubbish on the ground. If rubbish is left on the ground, the cleaning deposit will be lost.

10. Locking up

Upon leaving the Hall and if no other Hirers are left in the building, the Hirer must ensure that all lights are turned off, including those in the toilets, and every external door, including the main front door, the kitchen door and the rear emergency exit, is properly locked and secured (unless directed otherwise).

11. Cleaning deposit

TPC reserves the right to complete a risk assessment in relation to any request for a booking in order to determine the appropriate level of cleaning deposit. Where required by TPC, the Hirer shall pay a cleaning deposit, which will be returned after the date of hire(s), provided the premises, including the outside area, are left in a clean and tidy condition.

If the premises are left in a dirty, untidy or unsatisfactory condition, the Hirer may lose their cleaning deposit. If additional cost over and above the cleaning deposit is incurred by TPC to restore the hall to its normal condition, the Hirer may be asked for an extra contribution to cover that additional cost.

12. Cancellation

If the Hirer accepts the hiring agreement but subsequently wishes to cancel the hire before the date of hire and TPC is unable to conclude a replacement booking, payment by the Hirer for the cancelled hire or the repayment of the fee shall be at the discretion of TPC.

TPC reserves the right to cancel the hire by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a European, Parliamentary or Local Government election or by-election
- (b) TPC reasonably considering that (i) such hire will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hire
- (c) the premises becoming unfit for the use intended by the Hirer
- (d) access to the premises being required by TPC for maintenance, repair or any other activity where it deems it necessary to give notice of cancellation to the Hirer.

In any such case, the Hirer shall be entitled to a refund of any money already paid to TPC but TPC shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

13. Licensed activities

TPC holds a Premises Licence for the following activities: performance of a play, exhibition of a film, performance of live music, playing of recorded music, performance of dance, entertainment facilities for making music and entertainment facilities for dancing. These activities are permitted between 9:00am and 12:00 midnight.

The Hirer will need to arrange a suitable licence if the Hirer intends to undertake (a) permitted licensed activities outside the permitted hours or (b) one or more of the following activities: indoor sporting event, boxing or wrestling entertainment, the provision of hot food or drink for sale between 11:00pm and 5:00am, gambling, betting, lottery or sale of alcohol.

Where a licensable activity will take place, the Hirer hereby acknowledges that they will have suitable licence(s) and agree to comply with all obligations thereof. In order to hold a licensable activity on the premises, the Hirer will need to arrange a Temporary Event Notice (TEN) with the licensing authority. (The limit on TENs increased from 12 to 15 per calendar year from 1st January 2016).

The Hirer shall obtain the written consent of TPC before applying to the licensing authority for a TEN. Failure to do so may result in cancellation of the hire without compensation because there is a limit on the number of TENs that can be granted annually for the premises.

Any Hirer intending to perform a play, exhibit a film, perform live music or play recorded music should purchase their own performing rights licence.

14. Age

The Hirer must be 18 years of age or over.

15. Supervision

By making the booking, the Hirer thereby accepts responsibility for being in charge of the premises during the period of hire.

The Hirer or their authorised representative must be present on the premises for the duration of the hire.

The Hirer shall be responsible for ensuring that all the Conditions of Hire relating to the management and supervision of the premises are met.

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.

As directed by TPC, 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 loss of contents.

16. Use of premises

The Hirer shall not sub-hire the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring onto the premises anything that may endanger the same.

17. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure.

18. Insurance and indemnity

IN THE CASE OF ANY COMMERCIAL OR BUSINESS HIRE:

The hirer shall be liable for:

(a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises

(b) all claims, losses, damages and costs made against or incurred by TPC and its employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and

(c) all claims, losses, damages and costs made against or incurred by TPC and its employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

TPC shall take out adequate insurance to insure the liabilities described in (a) above, and claim on its insurance for these liabilities. However, the Hirer shall indemnify and keep indemnified accordingly each member of TPC, their employees, volunteers, agents and invitees against such liabilities.

Therefore, ANY COMMERCIAL OR BUSINESS HIRER must have in place or take out adequate insurance to insure its liabilities as above and on demand shall produce the policy and current receipt or other evidence of cover to the TPC secretary. Failure to produce such policy and evidence of cover will render the hire void.

IN THE CASE OF ALL NON-COMMERCIAL HIRES:

TPC will take out adequate insurance to insure the liabilities described in (a), (b) and (c) above.

19. Hirer's property

Any property left at the village hall remains entirely the responsibility of the hirer and TPC accepts no liability whatsoever for any loss or damage to such property. Any property left by the Hirer at the village hall will not be insured by TPC. This applies even when property is left in storage cupboards hired from TPC.

TPC accepts no responsibility for any equipment or other property brought on to or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property (other than equipment or property stored or left on the premises for which TPC has given written permission) must be removed at the end of each hiring or fees may be charged until the same is removed.

TPC may use its discretion if the Hirer fails to remove property brought on to the premises for the purposes of the hire. This may result in TPC disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

Any failure of equipment belonging to TPC or brought in by the Hirer must be reported as soon as possible to the TPC Secretary.

20. Safeguarding

The Hirer shall ensure that any activities for children and adults at risk comply with the provisions of safeguarding legislation and that only fit and proper persons who have passed the appropriate checks have access to children.

If it is deemed necessary, the Hirer may be required to provide TPC with a copy of their Safeguarding and Child Protection Policy.

21. Films

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

22. Health and safety

The Hirer shall comply with all conditions and regulations made in respect of the premises by the local authority, the licensing authority, and TPC's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

The Fire and Rescue Service shall be called to any outbreak of fire, however slight, and details shall be given without delay to the TPC Booking Manager.

The Hirer must comply with TPC's health and safety policy.

A TPC trustee will give each new hirer information on the following matters:

- the action to be taken in event of fire, including calling the Fire and Rescue Service and evacuating persons in the premises to the designated assembly point
- the location and use of fire equipment

escape routes, the need to keep them clear and the method of operation of escape door fastenings

appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire

the location of the first aid box and accident book

any particular risks that have been identified and how to deal with them.

All users of the hall must recognise that there is a duty on them to comply with the practices set out by the trustees, with all safety requirements set out in these Conditions of Hire and with safety notices on the premises, and to accept responsibility to do everything they can to prevent injury to themselves or others.

The Hirer must ensure that:

all emergency exit doors are clear and unlocked (but closed and not wedged open)

all escape routes are free of obstruction

all exit signs are illuminated

no obvious fire hazards are on the premises.

all fire exit routes and the location of the fire assembly point are explained to those attending

retain a register of those attending their session in order to check evacuees in case of an emergency.

The Hirer and other users of the hall must NOT:

operate or touch any electrical equipment where there are signs of damage, exposure of components or water penetration, etc.

work on steps, ladders or at height until they are properly secured and another person is present

leave portable electrical or gas appliances operating while unattended

bring into the property any portable electrical appliances which have not been PAT tested

attempt to move heavy or bulky items (e.g. stacked tables or chairs)

stack chairs more than five chairs high

attempt to carry or tip a water boiler when it contains hot water

allow children in the kitchen except under close supervision, e.g. for supervised cookery lessons or, in the case of older children, for supervised serving of food at functions

allow over-crowding or running in the kitchen.

The Hirer must report any evidence of damage or faults to equipment or the building's facilities to the booking manager.

Users of the hall must avoid causing the following risks:

slipping hazards on stairs and polished or wet floors - spills must be mopped up immediately

tripping hazards, such as buggies, umbrellas and other items left untidily

toppling hazards caused by piling equipment too high, e.g. in store cupboards.

Users should take care when handling kitchen equipment, e.g. cookers, water heaters, knives, etc.

The Hirer should not leave anyone alone in the building.

23. Food hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular, dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and thermometer.

24. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought into the premises and used there shall be safe, in good working order, and used in accordance with manufacturers' instructions, relevant legislation and regulations.

25. Smoking

Smoking is not allowed on the premises. The Hirer shall ensure that everybody using the hall complies with the provisions of relevant legislation and regulations in relation to the prohibition of smoking in public places. Any person who breaches this provision must be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside the premises and disposes of smoking sundries and matches in a tidy and responsible manner so as not to cause a fire.

26. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours of the premises and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour must not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way must be asked by the Hirer to leave the premises.

No illegal drugs may be brought onto the premises.

27. Accidents and dangerous occurrences

The First Aid box is located in the kitchen.

The Hirer must record every accident in the accident book (located with the First Aid box) and report each accident to the Booking Manager.

28. Explosives and flammable substances

The Hirer shall ensure that highly flammable substances are not brought into or used in any part of the premises.

No internal decorations of a combustible nature shall be erected without the prior written consent of TPC.

29. Heating appliances

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises without the prior written consent of TPC. Portable Liquefied Propane Gas (LPG) heating appliances must not be used.

30. Animals

The Hirer shall ensure that no animals, including birds, except guide dogs are brought into the premises other than with the prior written consent of TPC.

No animals whatsoever are to enter the kitchen at any time.

31. 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 premises and shall indemnify and keep indemnified each member of TPC accordingly against all actions, claims and proceedings arising from any breach of this condition.

32. 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.

33. No alterations

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, without the prior written approval of the TPC Secretary.

Any alteration, fixture or fitting or attachment so approved shall, at the discretion of TPC, remain in the premises at the end of the hiring. It will become the property of TPC unless removed by the Hirer who must make good to the satisfaction of TPC any damage caused to the premises by such removal.

34. Data protection

Personal details about the Hirer and, if appropriate, the organization they represent, will be stored on the TPC booking system database. The data will be used to manage the hall. Personal information stored by TPC may be examined on request. The Data Protection policy may be seen on the TPC website.

35. No rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

36. Rights of third parties

None of the provisions of this Hiring Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Hiring Agreement.

37. Meaning

If the Hirer is in any doubt as to the meaning of any of the conditions in this Hiring Agreement they should promptly consult the TPC Secretary or TPC Booking Manager.