

# Hemsby Parish Council

## Booking Form

Thank you for your interest in using Hemsby Parish Council's Facilities for your event. Please complete the below form with your requirements, ensuring you have read through the Terms & Conditions on the reverse and return to the Clerk at your earliest convenience. Should you have any queries regarding the hall or your event, please contact the Booking Clerk on 01493 719235

### Details of Hirer (Must be over 18)

<b>Name</b>		<b>Organisation</b> (if applicable)	
<b>Address</b>			
<b>Email</b>		<b>Contact Number</b>	
<b>Where do you wish to hire? Please circle</b>	<b>PAVILION</b>	<b>TENNIS COURT</b>	<b>PLAYING FIELD</b>

### Individual / Weekly Bookings

Day of the Week	Date	Start Time *	Finish Time*

### Monthly Bookings

Please indicate the day required and whether this is the 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> or 4 <sup>th</sup> day of the month							Start		Finish	
Mon	Tues	Wed	Thu	Fri	Sat	Sun	Date	Time*	Date	Time*

*\* Please note start time is the time you require the hall from, so must include any preparation time.  
Finish time is the time you are required to return the keys, so must include any clearing up time.*

<b>Brief Description of Activity / Reason for Hire:</b>	
Will children and / or vulnerable persons be included / attending the event / activity?	<b>Yes – we have an equality policy in place.</b> <i>If yes, please ensure relevant safeguarding and child protection policies are in place.</i>

The use of the Pavilion is subject to the Terms & Conditions of Hire as set out overleaf. Submission of this form is deemed acceptance of these terms and conditions.

Signature of Hirer: \_\_\_\_\_ Date: \_\_\_\_\_

#### Internal Use

<b>Booking Approved</b>	Yes / No	<b>Diary Updated</b>	Yes / No	<b>Invoice Number</b>		<b>Paid</b>	Yes / No
<b>Any Special Conditions / Notes</b>							

## Terms & Conditions of Hire

These conditions form the Agreement for Hire between Hemsby Parish Council Facilities (herein referred to as HPC) and the Hirer as named on the Booking Form (herein referred to as the Hirer)

### 1.0 Application for Hire

- 1.1 All applications for hire must be made via the Booking Clerk.
- 1.2 All bookings will be treated as provisional and the Hirer shall have no rights pursuant to this agreement until HPC has confirmed the booking.
- 1.3 The Hirer must be over 18 years old.

### 2.0 Hire Agreement

- 2.1 The Period of Hire will be as requested on the Booking Form.
- 2.2 The start and end times must be scheduled to allow for the Hirer to set up and clear the venue of all persons, equipment or other objects brought in by the Hirer within the agreed Period of Hire.
- 2.3 No variation of the Hire Agreement shall be effective unless by prior agreement in writing between HPC and the Hirer.
- 2.4 HPC shall invoice for the Hire Charge at the time of generating the Hire Agreement, which must be paid at least 7 calendar days ahead of the Hire Period, unless otherwise agreed with HPC.
- 2.5 For one off hire such as children's parties, small family gatherings you may be asked to pay a deposit of £50, which will be refundable on inspection of the premises to ensure that they have been satisfactorily cleaned.

### 3.0 Use of the Venue

- 3.1 No part of the venue building, grounds or ancillary areas may be used for any purpose other than that described on the Booking Form.
- 3.2 No part of the venue building, grounds or ancillary areas may be used for any unlawful purpose or in any unlawful way.
- 3.3 No bolts, nails, tacks, screws, adhesive tape or other such fixings may be attached to the walls or fabric of the building, unless by written consent of ERVH.
- 3.4 The pavilion does not have a PRS license, therefore the Hirer is responsible for any additional required licenses or performance fees payable. If you are a fitness group or a group that uses music you must have a performing rights society personal permit.
- 3.5. All rubbish is to be removed by the Hirer.
- 3.6 HPC reserves the right to charge a cleaning fee, if the venue is not left in the same condition as at the commencement of the Hire Period. Such fee to be invoiced by HPC and payable by the Hirer within 7 calendar days.

### 4.0 Number of Guests

- 4.1 A maximum of 40 guests is allowed within the pavilion, which is governed by health & safety requirements and must not be exceeded.

### 5.0 Equipment

- 5.1 No lighting, heating, power, cabling or other electrical fittings or appliances at the venue are to be altered, moved or in any way interfered with without the prior written consent of HPC.
- 5.2 No additional heating, power, cabling or other electrical fittings or appliances are to be installed or used within the venue without the prior written consent of HPC.
- 5.3 Where HPC has approved the use of additional electrical equipment, the Hirer must ensure this equipment meets all relevant health & safety legislation and requirements and the Hirer shall indemnify HPC against all claims and expenses for any injury or damage caused by such equipment.
- 5.4 All portable electrical equipment brought to the venue by the Hirer must be PAT tested and display current certification labels, or the Hirer shall provide proof of compliance at the request of HPC. HPC reserves the right to disconnect and/or remove electrical equipment from the venue which does not display evidence of a valid PAT test.
- 5.5 No electrical equipment shall be left charging unsupervised under any circumstances.
- 5.6 The use of haze, smoke, pyrotechnics or other similar special effects requires the prior written consent of HPC.

### 6.0 Gambling

- 6.1 No sweepstake, lottery or other form of gambling is to take place at the venue without the prior written consent of HPC. It shall be the responsibility of the Hirer to obtain any licenses and permissions required should HPC's consent be provided.

### 7.0 Smoking

- 7.1 Smoking anywhere on the premises is strictly forbidden, including the use of E-cigarettes.

- 7.2 The use of candles or other forms of naked flame requires written prior consent from HPC.

- 7.3 The Hirer shall be responsible for any costs arising as a result of any alarms or fire prevention systems being activated in the event of smoking or breach of these terms. No recompense for the curtailment or cancellation of any event will be payable to the Hirer by HPC in the event of such activation.

### 8.0 Damage to the Building, Property & Equipment

- 8.1 The Hirer is to take good care of, and not cause any damage to, the venue or to the fittings, equipment or other property belonging to, or under the control of HPC.
- 8.2 The Hirer shall pay to make good any damage caused by any guest or person for whom the Hirer is responsible during the Period of Hire unless such damage is occasioned by the negligence of HPC.

### 9.0 Liability & Indemnity

- 9.1 Unless caused by the negligence or wrongful act of HPC, the Hirer shall indemnify and hold harmless HPC and its agents in full against any claim arising from the Hire.
- 9.2 The Hirer shall be responsible for paying up to the insurance excess in the event of any claim arising out of the event.

### 10.0 Cancellation

- 10.1 The Period of Hire may be cancelled by the Hirer on providing written notice not less than 7 calendar days in advance of the Hire Period.
- 10.2 Cancellation by the Hirer outside of these terms, may result in a cancellation charge of 50% of the booking fee, which will be deducted from any monies to be refunded. Alternatively, it will be invoiced by HPC and payable by the Hirer within 7 calendar days.
- 10.3 HPC may cancel the booking without liability for any costs to the Hirer, due to, but not limited to:
  - 10.3.1 circumstances outside of their control, such as damage to the building due to adverse weather conditions
  - 10.3.2 the Hirer breaching the terms of this agreement

### 11.0 Health & Safety

- 11.1 The Hirer must take all reasonable care for their own health & safety and for that of others who may be affected by their actions, omissions or the use of equipment. The Hirer and any persons working on their behalf must comply with all relevant health & safety legislation and any measures implemented or stipulated by HPC.
- 11.2 The Hirer must ensure that at no time do they or any of their guests, block, cover up or interfere with any emergency exit.
- 11.3 HPC shall promptly notify the Hirer of any health & safety hazards which may exist or arise at the venue which may affect the event.
- 11.4 The Hirer shall notify HPC immediately in the event of any incident occurring resulting in personal injury or damage to property during the Hire Period.
- 11.5 The Hirer must ensure any children and vulnerable persons are supervised by persons that have undergone appropriate checks and clearance (eg DBS).
- 11.6 If you are a business, registered charity or group you must provide proof of your public liability insurance prior to hire & risk assessments in advance of the event.
- 11.7 For food businesses you must also provide food hygiene rating & certification, proof of gas safety certificate for mobile catering units if gas is fitted.

### 12.0 Assignment

- 12.1 The Hirer shall not assign or sub-contract the venue building, grounds or ancillary areas without the prior written permission of HPC.

### 13.0 Alcohol (Sale of)

- 13.1 It is the responsibility of the Hirer to obtain the necessary licenses if they wish to sell alcohol during their event.

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