

**WARMFIELD-CUM-HEATH  
PARISH COUNCIL**

**KIRKTHORPE COMMUNITY CENTRE**

**HIRING – TERMS AND CONDITIONS**

**The Hirer is responsible in whole for compliance with all of the following:**

1. The Community Centre cannot be hired by anyone under the age of 18 years.
2. The period of hire and the charge for the hire shall be as stated in the hiring agreement.  
In the event of a cancellation of a confirmed booking by the Hirer, a cancellation charge will be made at the discretion of the Parish Council.
3. The Hirer must not use the Community Centre for any purposes other than that described in the hiring Agreement and must only use the room(s) booked. The Hirer shall not sub-let the room(s) or any part thereof. The hiring agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.
4. The Parish Council or their representative reserves the right to refuse or cancel any hire application or agreement, refuse entry and/or put an immediate stop to any entertainment, activity or meeting which, in their opinion, is in breach of the conditions of hire or is likely to bring the Parish Council or the Community Centre into disrepute.
5. The Parish Council reserves the right to amend the conditions of hire or cancel the hire at any time and will give two weeks notice of any such amendment or cancellation (except as stated in section 4) and the Parish Council shall not be liable to the Hirer for any resulting loss or damage whatsoever.
6. The Hirer shall ensure that no posters, flags, emblems or any other decorations are displayed outside any part of the Community Centre without the previous written permission of the Parish Council.
7. If the Community Centre is to be hired for a function for minors e.g. children's party, at least one responsible adult MUST be in attendance AT ALL TIMES and only fit and proper persons to have access to the children in compliance with The Children's Act 1989.
8. Any music or other noise should not be so loud as to cause annoyance to occupants of nearby dwellings. All music and other noise MUST cease at Midnight and the premises vacated as quickly and as quietly as possible by the end of the hire period.
9. If Television or Receiving equipment is used to receive broadcast television, a Television licence must be obtained and lodged with the Parish Council before the event.  
The Hirer shall abide by the British Board of Film Classification (BBFC) when any films are shown.  
An appropriate public viewing licence for screening films or playing music must be obtained by the Hirer.
10. The Hirer is responsible for ensuring that any entertainment or activity taking place is age appropriate for all attendees.
11. The Hirer is to inform the Parish Council if it is proposed that alcoholic drinks are to be available at the event, and obtain written agreement from the Parish Council before the event takes place.  
The Hirer shall ensure compliance with all the relevant legislation, orders and regulations relating to the sale and supply of alcohol. If alcohol is to be sold you must bring your own licence which must be displayed at all times during the event. Failure to do so will result in the event being cancelled. An alcohol licence is not required if you are bringing alcohol onto the premises for your guests, as long as you are not selling the alcohol.  
If alcohol is present then the Hirers are responsible for the action of their guests. The Parish Council does not

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endorse the consumption of alcohol if children are present or if guests are driving, so this is at the Hirer's discretion.

12. The Hirer shall, if selling goods in the Community Centre, comply with the Fair Trading Laws and any code of practice used in connection with such sales. The Hirer shall be responsible for any risks associated with their goods whilst in the building or surrounding area.
13. Electrical installations, including heating and Internet equipment, must not be disconnected or otherwise interfered with. The Hirer must ensure that any electrical appliances brought by them, or anyone acting on their behalf, into the Community Centre are safe, in good working order and are PAT tested and in date to the required regulations.  
No portable heating or cooking appliances, lighting or extension cables may be brought into, used, or plugged into any electrical socket in the building without the previous written permission from the Parish Council.
14. The Hirer shall, during the period of the hiring, be responsible for the supervision of the room(s), the fabric and the contents, their care, safety from damage however slight, and the behaviour of all persons using the room(s) whatever their capacity.  
The Hirer will be held responsible for, and must pay the full cost of repair, any damages sustained to the Centre during the period of hire.  
The Hirer is to report any breakage or failure of equipment belonging to the Community Centre.  
The Hirer shall, on commencing the period of hire, ensure that they have noted the condition of the Hall and any problems, advising the Parish Council if necessary.
15. All accidents involving injury must be reported to the Parish Council as soon as possible and the relevant section in the Accident Book (with first aid kit in kitchen) must be completed by the Hirer.
16. The Hirer must ensure that no posters or other forms of advertising, decorations, equipment or items are fixed to the walls or ceilings in such a way that the fixings penetrate the fabric of the building or damage or leave residue on removal.  
Such posters, advertisement, decorations, equipment or items must be removed at the end of the hire period.
17. The Hirer shall be responsible for ensuring that emergency exits are kept clear of obstructions and for the necessary actions to be taken in the event of fire, including calling the Fire Brigade and evacuation of the Community Centre.  
The Hirer must advise those for whom they are responsible of the fire and emergency arrangements and ensure these are carried out in the event of an emergency.
18. The maximum function capacity of each of the Rooms available for hire is specified in the booking form below and the Hirer undertakes that these limits shall not be exceeded.
19. No animals (including birds) except guide dogs or personal assistance dogs are permitted within the Community Centre building or grounds, other than for a special event agreed to by the Parish Council and with written agreement.  
The Hirer is responsible for any additional cleaning costs.  
No animals whatsoever are permitted within the kitchen or any carpeted area.
20. THE Hirer shall, if preparing, serving or selling food and or drink, observe all relevant food health and hygiene legislation and regulations.  
All foodstuffs, including waste, to be removed from the premises at the end of the hire period and not placed in any bin or left in the Community Centre grounds.  
All kitchen utensils, equipment and surfaces to be left in a clean state.

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21. The Hirer shall be responsible for ensuring responsible use of the Internet, including monitoring use to ensure users are accessing only age appropriate and legal content.
22. 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.
23. The Hirer shall be aware of the caution to be exercised when moving furniture and equipment. Additional equipment, furniture, etc provided by the Hirer must be brought into the building and removed within the hiring times, or within prior agreed times.  
Hirers wishing to leave any equipment in the building must obtain prior permission from the Parish Council and must be aware that Parish Council has no responsibility for any items left in the building. Items left in the building will be retained for one month and then disposed of unless written permission is granted by the Parish Council. The Hirer must return all furniture to their original place.
24. All electrical sockets (except those marked as "DO NOT SWITCH OFF" or "DO NOT UNPLUG" must be switched off and unplugged before leaving the building.  
All wall heaters must be turned off at the wall switches adjacent to each heater before leaving the building.  
Water heaters (switch under kitchen sink and store-room sink) must be turned off and all taps to be checked and turned off before leaving the building.  
The kitchen fridge must be switched off, unplugged and the door left ajar, when not in use.  
All lights must be switched off upon departure or at any time the building is left unattended.
25. The keys must be collected and returned by the Hirer or some other responsible adult. The keys will not be handed over to a minor.  
Full payment including the returnable deposit must be paid before the keys are handed over. The Hirer is responsible for the keys and must keep them in their possession, and must not copy or loan them to a third party. The Hirer will return the keys immediately at the end of the hire period, or at any time if requested by the Parish Council.
26. Activities with specific risk: e.g. barbecue, bouncy castle, rides etc. require a specific Risk Assessment to be undertaken by the Hirer.
27. Without limiting any other aspect of these conditions, the Hirer will indemnify the Parish Council from and against all claims, actions, demands, costs and liabilities arising, whether directly or indirectly, from the use of the facilities by the Hirer or to those whom the Hirer is responsible at law. Hirers are advised to ensure that they take out suitable insurance to cover themselves for making good any damage or meeting a claim from an injured person at the event or activity for which the organisers could be held responsible. The Hall insurance may not cover these instances.
28. All of Community Centre rooms must be left in a clean and tidy state.  
The Hirer is responsible for any additional cleaning costs.
29. Smoking, including electronic cigarettes or similar, is not permitted in any part of the Community Centre or the surrounding grounds.
30. The Hirer must check, close and lock all doors and windows when leaving the Community Centre unattended, both during the hire period and at the end of the hire period.  
The Hirer must ensure the vehicular access gate is closed and locked upon departure.
31. All rubbish accumulating from activities during the period of hire must be removed from the premises and disposed of responsibly and legally.

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32. The deposit will be returned within 14 days when the Community Centre is found to have been left in a clean and satisfactory condition. However, the deposit will not be returned if any of the above rules are contravened and the Hirer may be refused hire of the Community Centre in the future.
  
33. The following Policies are operated by the Parish Council: Alcohol and Drugs; Child Protection; Use of Computers; Accident and Emergencies; Environmental; Health and Safety and Risk Assessment; Safety at Work; Racial and Disability Discrimination; and Equal Opportunities and Hirers must abide by them.

**SPECIAL CONDITIONS FOR MULTIPLE EVENT BOOKINGS:**

**In addition to the above sections:**

The Hirer must hold valid and up to date insurance which will cover the following:

- a. Damage caused to building during hire period
- b. Damage caused to contents during the hire period
- c. Public liability up to £5,000,000.

The insurance certificate, or a copy of such, must be lodged with the Parish Council.

The Hirer may hold a set of keys for the duration of the multiple event booking. Please refer to section 25 above.

Written permission must be obtained for any equipment to be stored in the building by the Hirer, itemising each item.

All Hirer's equipment and goods must be placed only in the storage space/room indicated after each session, before leaving the building.

The Parish Council is not responsible for any damage or loss to Hirer's equipment or goods, howsoever caused.

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For the purposes of this agreement, references to the Parish Council shall include any currently elected Warmfield-cum-Heath Parish Councillor, the Clerk to the Warmfield-cum-Heath Parish Council, and any representative(s) with written authority from the Warmfield-cum-Heath Parish Council.

Please indicate on the booking form the category of hire:

- **Commercial:** Any Hirer using the facility for profitable gain.
- **Charity:** Hirer must be a Registered Charity with a Charity Number. Please provide your Charity Number.
- **Community Group:** Any group/organisation which benefits the residents/community.
- **Private function/party:** Hirer using facilities for the hosting of a private function e.g. wedding, birthday party, funeral gathering etc.

The Parish Council reserves the right to determine the category of Hirer, to agree special concessionary rates, and to amend or decline a booking for whatever reason if necessary.

Available rooms for hire:

- **Main Hall** with access to kitchen and toilets - Maximum occupancy: 100 persons seated or 150 standing
- **Committee/Meeting Room** with access to kitchen and toilets - Maximum occupancy: 15 persons seated or 30 standing

The hire rates per room and deposit amount required are available from the Parish Council.

Contacts:           Parish Council Clerk  
                            Email: [clerk@warmfield-cum-heath.org.uk](mailto:clerk@warmfield-cum-heath.org.uk)  
                            Telephone: 07786 467822

Cheques should be made payable to Warmfield-cum-Heath Parish Council.