LYDIARD MILLICENT PARISH HALL

TERMS & CONDITIONS OF HIRE

Hallmark Certification Levels 1, 2 & 3

Registered Charity Number: 305542

By confirming your booking by email, letter, in person, or by clicking the Terms & Conditions box when booking online, you acknowledge that you have read, understood, and agree to these Conditions of Hire. You are entering into a legally binding contract which may be relied upon in evidence should legal action become necessary.

TERMS & CONDITIONS OF HIRE

These standard conditions apply to all hiring of Lydiard Millicent Parish Hall ("the Hall") and Lydiard Millicent Parish Hall Field ("the Field"), together referred to as "the Premises."

The Booking Contract requires the HIRER to confirm that they have read and accepted these Terms and Conditions.

Copies of the Health & Safety Policy, Fire Risk Assessment, and relevant procedures are available in the bar area.

1. **Age and Responsibility**

1.1. The Hirer must be 21 years of age or over.

1.2. The Hirer accepts full responsibility for always overseeing the Premises when the public are present, both inside and outside.

1.3. The Hirer is responsible for ensuring compliance with all conditions relating to management, supervision, safety, and behaviour.

2. **Bookings and Payment**

2.1. All bookings must be made through the website via the booking software or through the Booking Clerk.

2.2. Payment of the Damage Indemnity Fee deposit, must be made within 14 days of acceptance of the request to secure the booking. The balance must be paid eight weeks before the event.

2.3 If an event is within 8 weeks at the time of booking, the full payment plus the Damage Indemnity Fee deposit must be paid within 14 days of acceptance of the request to secure the booking.

2.4. Deposits are not applicable to regular hire sessions or classes unless otherwise agreed.

2.5. Variations to payment terms for regular bookings may be arranged but must be confirmed in advance and in writing.

2.6. Regular hirers will be invoiced monthly by the Treasurer; invoices are payable immediately by bank transfer.

2.7. Failure to settle invoices within one month may result in refusal of further bookings.

2.8. The Parish Hall Management Committee ("PHMC") reserves the right to refuse or cancel any booking. Appeals may be made to the Trustees via the Secretary.

2.9. Deposits will normally be refunded within 14 days following satisfactory inspection of the Premises. Bank details must be provided at the time of payment to ensure the deposit can be returned promptly.

2.10 Regular hirers on pre-agreed terms will be charged the standard booking rates when booking a Saturday.

2.11. Regular hirers should ensure that unused sessions are cancelled either by contacting the Booking Clerk or via the hall booking system. Failure to do this will result in the session being charged.2.11 The booking incorporates the hall and car park – the field is only available between the months of April-October and must be booked separately.

3. **Use of the Premises**

3.1. The Premises may only be used for the purpose stated on the booking form.

3.2. Sub-hiring or unauthorised use is prohibited without written consent of the PHMC.

3.3. The Premises must not be used for any unlawful, unsafe, or unsuitable purpose, nor in any way that may invalidate insurance.

3.4. Alcohol may not be sold without written permission. Where alcohol is sold, a Temporary Event Notice (TEN) must be obtained and submitted at least 7 days prior to the event. Alcohol for private consumption may only be supplied in accordance with licensing law and must be stated on the booking form. The Hirer remains responsible for compliance with all legal requirements.

3.5. Any use of amplified music (indoors or outdoors) must be agreed in advance.

3.6. The Field must not be used for unlawful or inappropriate purposes and must comply with all licensing, safeguarding, and safety regulations. The hirer must give indication what the field will be used for at the time of booking (seasonal restrictions in place).

3.7 All audio / visual equipment including sound systems, the projector, microphones must have prior permission for use. An additional charge at the time of booking will be made for this equipment.

3.8 Key safe code – hirer to ensure the key is returned and the numbers are scrambled.

4**. Capacity, Access and Parking**

4.1. Hall capacity limits must not be exceeded:

- 100 persons standing / closely seated
- 80 persons seated with tables

4.2. Emergency exits and access routes must be always kept clear.

4.3. Vehicles are not permitted on the Field unless expressly agreed in advance.

4.4. The Hirer must supervise car parking and ensure no parking in the school bus parking area during Lydiard Millicent Primary School opening hours

4.5. No overnight parking except for the following three organisations, all of which must be approved in advance of the event by the trustees.

4.5.1 Parish Council organised event.

4.5.2. Trustee run event.

4.5.3. Scout's event.

4.6. The PHMC accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded.

5. **Supervision, Safety and Safeguarding**

5.1. The Hirer is responsible for supervision of:

- The Premises, fabric, and contents
- Behaviour of all attendees
- Safety of all persons present

5.2. The Hirer must ensure that all activities involving children, young people, or vulnerable adults are conducted in accordance with applicable safeguarding legislation and best practice.

5.2.1. Where activities involve children, young people, or vulnerable adults, the Hirer **must ensure** appropriate safeguarding arrangements are in place, including but not limited to safeguarding policies, DBS-checked personnel where required, and safe supervision arrangements

5.2.2 Any safeguarding concerns arising during the hire must be reported immediately to the appropriate authorities and to the Parish Hall Management Committee.

5.3 Barbecues

5.3.1 Hirer must provide details of the barbecue – no disposable or charcoal barbecues allowed, only gas barbecues permitted.

5.3.2 The device must be a minimum of 18 inches of the ground.

5.3.3 No tables to be taken onto the field.

5.4. Electrical equipment brought onto the Premises must be safe, compliant, and properly used.

6. **Fire Safety and Emergency Procedures**

6.1. The Hirer must familiarise themselves with fire exits, alarm call points, firefighting equipment, escape routes, and the emergency assembly point (front of the car park).

6.2. A mobile phone must always be available. There is no landline on site.

6.3. Any fire, however small, must be reported to the Fire Service.

6.4. In the event of an emergency, the building must be evacuated immediately and not re-entered until authorised.

Emergency Contacts:

Chair – James Neighbour 07850383042

Vice Chair – Mel Allsop 07514838595

7. **Insurance and Liability**

7.1. The PHMC holds insurance covering its own legal liability where it is deemed to be at fault for non-commercial hires.

7.2. The PHMC accepts no responsibility for injury, loss, or damage to persons, vehicles, or property during the hire period.

7.3. The Hirer is responsible for any loss or damage arising from their use of the Premises, including accidental damage.

7.4. Commercial hirers must hold appropriate public and employer's liability insurance.

8 **Bouncy Castles and Inflatable Equipment**

8.1. The use of bouncy castles or other inflatable play equipment is only permitted with the prior written consent of the Parish Hall Management Committee.

8.2. The Hirer is responsible for ensuring that the supplier is a reputable provider and holds current Public Liability Insurance (minimum £5 million). Evidence of insurance and equipment safety certification must be provided in advance of the hire.

8.3. Adequate adult supervision must be always provided when the equipment is in use. The Hirer is responsible for ensuring age and capacity limits are strictly adhered to.

8.4. Bouncy castles must be installed, secured, and dismantled by a competent person in accordance with the manufacturer's instructions.

8.5. Bouncy castles must not be used in adverse weather conditions, including high winds or heavy rain. The Parish Hall Management Committee reserves the right to require the equipment to be deflated or removed on safety grounds.

8.6. Where the provider is not present throughout the event, an additional charge or additional conditions of hire may apply.

8.7. The Parish Hall Management Committee accepts no liability for injury or damage arising from the use of inflatable equipment.

9. **Noise and Neighbour Consideration**

9.1. Noise must be kept to a minimum, particularly on arrival and departure.

9.2. Music volume must be controlled to avoid disturbance to neighbours.

9.3. All music must cease by:

- 10:30pm Sunday–Friday
- 11:30pm Saturday

Failure to comply will result in loss of the Damage Indemnity Fee.

10. **Cleaning, Damage and End of Hire**

10.1. The Premises must be left clean, tidy, and secure. In the same condition the hirer found it in. Failure to do this may result in a cleaning charge being deducted from the deposit.

10.2 Reporting pre-existing damage - at the start of the hire period, any pre-existing damage, breakages, or operational faults must be reported to the Booking Clerk at the beginning of the hire period. Reports must be submitted via email to lmph1965@gmail.com accompanied by photographic evidence of the damage/issue. Any damage discovered after this period will be assumed to have occurred during the hire and will result in the retention of part or all of the deposit.

10.3. All equipment must be returned to its proper storage location.

10.4. All rubbish must be removed or placed in external bins; excess waste must be taken away.

10.5. Any damage or breakages must be reported and may be deducted from the deposit.

10.6 All rooms including the lavatories must be checked to ensure no-one is left in the building and all windows shut and locked. Lights turned off, floors swept, no stains, radiators turned to frost setting and remove all food/drink from the fridge.

11. **Smoking, Animals and Prohibited Items**

11.1. Smoking and vaping is prohibited inside the Hall. Cigarette waste must be disposed of safely.

11.2. Animals are not permitted, except assistance dogs or part of an official event by prior approval. No animals are allowed in the kitchen.

11.3. Illegal drugs, fireworks, smoke machines, LPG heaters, open flames, bonfires and flammable substances are strictly prohibited unless expressly authorised in writing.

11.4 The use of confetti of any type is prohibited inside the Hall. Biodegradable confetti only may be used outside of the Hall.

12. **WiFi Use and Data Protection**

12.1. WiFi must not be used for unlawful, abusive, or copyright-infringing activity.

12.2. Access details must not be shared outside the event.

12.3. WiFi availability is not guaranteed.

12.4. Personal data will be processed in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, and will be used solely for managing bookings and services.

13. **Cancellations**

13.1. The PHMC may cancel bookings due to elections, emergencies, adverse weather, safety concerns, or circumstances beyond its control.

13.2. In such cases, fees paid will be refunded, but no further liability shall arise.

13.3. Cancellations made by the Hirer within 8 weeks of the booking date will result in the retention of 50% the deposit and cancellations made within 4 weeks of the booking date will result in the retention of the full deposit.

14. **No Alterations and No Rights**

14.1. No alterations, fixtures, decorations, or placards may be installed without written consent.

14.2 Decorations may be hung from the hooks on each of the pillars by the windows but must be removed after the event. No decorations to be hung near to the projector.

14.3 Existing decorations put up by the PHMC (Easter / Christmas etc) may be removed temporarily by the hirer but they must be returned to their original location after the event.

14.4. Permission to hire the Premises confers no tenancy or other right of occupation.

15. **Compliance and Termination**

15.1. The Hirer must comply with all instructions given by the PHMC or its representatives.

15.2. Failure to comply may result in immediate termination of hire without refund, particularly where safety, safeguarding, or serious behavioural issues arise.

16. **Equality and Inclusion**

16.1 The Premises must not be used for activities which discriminate unlawfully based on age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, or sexual orientation.

Agreement

By confirming the booking, the Hirer acknowledges that they have read, understood, and agree to these Terms and Conditions.