

ROMAN PARK HALLS AND MEETING ROOM

CONDITIONS OF HIRE

+ (This schedule must be retained by the hiring applicant)

Roman Park Hall, Sir Henry Lee Crescent, Aylesbury,
Buckinghamshire, HP18 0YT

1.0 Interpretation

- 1.1 In these Conditions references to 'The Building' are for either of the halls or meeting room (whichever is relevant to the hirer) and 'the Hirer' is the person who had contracted to hire the Building from Berryfields Parish Council.
- 1.2 The Parish Council's decision as to the interpretation of these Conditions shall be final and conclusive.

2.0 Payment and Associated Matters

Upon receipt of an application, including payment, the Booking team will issue a confirmation of hire agreement. The deposit is required to be paid to secure your booking. Until paid your booking is not guaranteed. All other hire charges must be paid at least 28 days prior to the event, where possible, with payment being made direct to the following bank account:

PLEASE NOTE you should allow five working days for payment to clear.

NAME OF ACCOUNT: Berryfields Parish Council

SORT CODE: 30-98-97

ACCOUNT NUMBER: 38384668

BANK: Lloyds

REFERENCE: YOUR SURNAME & INVOICE NUMBER

3.0 General Provisions

- 3.1 The Hirer is responsible for ensuring that the use of the Halls/Meeting Room takes place in accordance with these Conditions, and for the purpose stated in the Application to Hire. Any breach of Conditions, or use of the Halls/Meeting Room for other than the stated purpose, shall entitle the Parish Council to terminate the hire without recompense notwithstanding that the event may have commenced, and to recover from the Hirer any loss or damage suffered by the Parish Council's account in consequence.
- 3.2 The Parish Council undertakes that the premises are fully insured against public liability claims.
- 3.3 Sub-letting and interchange of hirings are not allowed.
- 3.4 Berryfields Parish Council reserves the right to cancel any booking in the event of:
 - 3.4.1 Any necessary licence for use of the buildings for the purpose contemplated by the Hirer being suspended, not renewed or otherwise unavailable.
 - 3.4.2 The Buildings being required in connection with an election, a civil emergency or any other extra-ordinary or special purpose.

ROMAN PARK HALLS AND MEETING ROOM CONDITIONS OF HIRE

Whenever possible the Hirer will be offered an alternative date. No additional compensation will be paid in such circumstances.

- 3.5 Berryfields Parish Council reserves the right to amend the hiring fee or any deposit to be paid by the Hirer at any time prior to payment in full by the Hirer.
- 3.6 Berryfields Parish Council reserves the right to refuse any application without stating a reason. The Parish Council also reserves the right to impose additional conditions where the nature of an application or other factors in their opinion so demand.
- 3.7 If the Hirer cancels the hire giving at least 28 days' notice then a refund of the hire charge and deposit will be made in full. If less than 28 days' notice is given the deposit will be retained unless the hall can be re-let, at the discretion of the Parish Council, depending upon circumstances prevailing at the time.
- 3.8 If the hiring is on a regular basis (e.g. daily, weekly or monthly), the hiring will continue on the agreed basis until such time as it is cancelled by the Hirer or the Parish Council in writing giving at least 28 days' notice. (annual hourly hire increases will be applicable)

4.0 Use of the Building and Grounds

Although the building is not immediately close to residential properties, it is the hirer's responsibility to ensure that there is no unreasonable noise or nuisance.

- 4.1 Roman Park Hall is a fully licenced premises and as such, bringing your alcohol on site (including all outside areas) is strictly prohibited. Our reception staff reserve the right to ask you to leave if these conditions are broken. As a breach of contract, your deposit will be retained.

In line with this, the hall management has had to decide to refuse hirers permission to bring any soft drinks (except for water) to Roman Park Hall. Hirers have the option to purchase soft drinks at the bar and we will work with hirers where possible to ensure the required drinks are available for purchase.

The only absolute exception to this rule is for small events such as children's parties which are held solely in the village hall.

- 4.2 Please note alcohol licensing hours applicable for the venue are as followed:
Monday – Thursday: till 11pm
Friday and Saturday: till 12am
Sunday: till 10pm
- 4.3 The Hirer is responsible for ensuring good order and behaviour whilst the building is hired to him/her, and for the health and safety of all those using the building during the period of hire.
- 4.4 The Hirer is to ensure that no-one tampers with or alters the heating controls/room thermostats or any other equipment settings.
- 4.5 The Hirer is to be responsible for the activities at the building for the full duration of the event. The Hirer must provide an undertaking to be responsible for controlling the event so that neighbours are not unreasonably affected by the event, especially with regard to noise

ROMAN PARK HALLS AND MEETING ROOM

CONDITIONS OF HIRE

levels. Staff reserve the right to request music to be turned down or stopped if the above is not adhered to.

- 4.6 Under current policy, birthday parties, up to and including 12th birthdays and 20+ birthdays may be celebrated in the Building, but parties for 13th – 19th birthday parties may not.
- 4.7 At parties for those under 13 years of age, two responsible adults must be in attendance in the building at all times, including the setup before the event and clean up afterwards.
- 4.8 Children under 16 years of age are not permitted in the kitchen.
- 4.9 The Hirer is to ensure that the building is left in the same state of cleanliness as it was found prior to the commencement of the hire. The cost of any additional cleaning required in order to return the building to such a condition after use shall be met by the Hirer. In this event the deposit may not be refunded/in full and an additional fee may be requested.

All rubbish must be bagged by the hirer and disposed of either in the commercial waste bins provided or taken home. If this is not adhered to, we reserve the right to retain the deposit.

- 4.10 Nothing shall be affixed (whether by the use of nails, screws, adhesive tape or other fixatives) to any wall, door, floor or ceiling in the building, or to any of its fittings and fixtures, including furniture and decorative any damage arising from such will be charged to the Hirer at cost. In this event the deposit may not be refunded/in full and an additional fee may be requested.
- 4.11 Any damage to the building and/or outside area during the hiring period is the responsibility of the hirer and any costs for repair will be charged to the hirer. Please note cctv cameras are in operation around the outside of the building and in the hall reception area. In this event the deposit may not be refunded /in full and an additional fee maybe requested.
- 4.11 Drunk and disorderly behaviour and supply of illegal drugs The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in the Piazza. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.
- 4.12 The Hirer shall ensure that all caterers, contractors and others supplying or serving refreshments or providing decorations comply with the legislation covering food hygiene, health safety and welfare.
- 4.13 The Hirer is responsible for ensuring that the layout of furniture conforms to Health and Safety provisions (copy on the notice board in the building) and that the fire evacuation routes and exits are kept fully accessible and usable.
- 4.14 The Hirer of the village hall is required to set out any stage units/tables, chairs etc. to suit his/her own function and to return them to the original places upon completion of the event. For events in the Roman Park Hall, our reception staff will be on hand to set out tables, chairs etc.
- 4.15 Furniture is to be returned clean and is to be stacked safely where applicable.

ROMAN PARK HALLS AND MEETING ROOM

CONDITIONS OF HIRE

- 4.16 Fireworks, 'Chinese Lanterns' and any other flammable or combustible liquids are not permitted within the building or its grounds.
- 4.17 All exits must always remain unobstructed during the period of hire.
- 4.18 The Hirer is responsible for Health and Safety, informing and familiarising every one of the fire exit routes and all fire safety provisions during the period of hire. The Hirer must also nominate a person to be responsible to ensure the safe exit of any disabled people using the building, through the appropriate fire exit route. The Fire Assembly point is in the main car park in front of the hall.
- 4.19 The Hirer is to ensure proper use of the car park and use of disabled parking spaces. Parking is for hall users only. Blue Badge spaces must only be used by visitors in possession of a Blue Badge car sticker.
- 4.20 Any vehicles parking in Aylesbury Vale Parkway Station must use the Berryfields Parish Council allocated parking spaces only. Vehicle registration numbers must be reported to the Hall reception on the same day to ensure a parking fine is not incurred. The PC cannot be held responsible for any parking fines where registration numbers have not been reported.
- 4.21 The Hirer is to ensure that all persons vacate the building at the time specified on the Application Form. If additional time for set up and clean-up is required, an additional charge will be made. Failure to vacate by the stated time will result in an additional discretionary charge becoming payable and your deposit may be retained.
- 4.22 The Hirer is to be responsible for ensuring that all lights and equipment are turned off (**except the heating**), that the room hired is left with all windows and doors secured and locked.
- 4.23 Berryfields Parish Council office staff shall be permitted free access to any area of the building at any time.
- 4.24 All instructions given by the Berryfields Parish Council personnel to the Hirer or to any other persons present during the period of hire shall be complied with immediately.
- 4.25 The Police and personnel of the other emergency services are to be permitted to enter the building at any time.
- 4.26 Berryfields Parish Council takes no responsibility for any goods, materials, equipment, inflatable play equipment, clothing or other articles brought to or left in the building by the Hirer or persons using the building at his invitation.
- 4.27 It is the responsibility of the Hirer to ensure that all electrical equipment brought into the building and used during the period of hire has been safety checked by a qualified electrician.
- 4.28 No glass bottles or glasses are to be taken into the Piazza or anywhere outside. Any breakages on the ground or in the halls must be thoroughly cleared.

5.0 Miscellaneous Matters

ROMAN PARK HALLS AND MEETING ROOM CONDITIONS OF HIRE

- 5.1 Only gambling made lawful by the Betting, Gaming and Lotteries Act 1968 is allowed and then only if the relevant statutory provisions are complied with.
- 5.2 Hirers are advised that smoking or vaping is not permitted in the building.
- 5.3 Animals, other than guide/assistance dogs, are not permitted into the building. These assistance dogs must be kept under control and on leads at all times.
- 5.4 Buggies (except for disabled buggies/wheelchairs) are not permitted in the building. The buggy store at the back of the building may be used.
- 5.4 The Hirer has no right of access to the storage areas, unless given express permission by Berryfields Parish Council.
- 5.5 For the avoidance of doubt, other areas of Roman Park are not included in this Hire Agreement and are subject to open use at all times.
- 6.0 By signing the Application form for the hire of either of the Roman Park Halls or the Meeting Room, the Hirer confirms:**

1. That Berryfields Parish Council insurance policy does not cover bought in play or any other equipment and the use thereof or persons carrying on commercial businesses (e.g. professional entertainers, caterers etc), and that in such instances the Hirer is responsible for ensuring that such persons also hold adequate public liability/employer insurance cover and any necessary licence e.g. performing rights for music, compliance with appropriate food handling regulations for caterers. A copy of the contractor's public liability insurance is required. We require PL of £5 million.

Outside caterers will need to be approved by Berryfields Parish Council who will check their public liability insurance, health & safety accreditation and risk policies. A copy of the Hall's risk assessment for caterers is available upon request. PL of £5 million is required.

2. If the applicant will not be in attendance during the hire then they must nominate a responsible adult who will be responsible for ensuring that the building is used in accordance with the Conditions of Hire. The applicant is responsible for ensuring the nominee is given a copy of the Conditions and is familiar with their requirements and is to ensure that the nominated person's details are given on the application form.

- 6.1 That they will abide by the Conditions of Hire as laid out above.

Signed.....
Name.....
Address.....
..... Postcode.....
Telephone number on day of hire

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CONDITIONS OF HIRE**