

WOODHOUSE PARISH COUNCIL

King George's Field Charity, Woodhouse Eaves

Village Halls, Main Street, Woodhouse Eaves, Leics LE12 8RZ

TERMS AND CONDITIONS OF HIRE

1. APPLICATIONS

The Council reserves the right to refuse any application or to accept any application only upon the imposition of such additional terms and conditions as the Council, through its Clerk, shall determine.

2. DURATION OF YOUR HIRING

You must book the total time you intend to be in the building, including preparation and clearing up time.

3. CANCELLATION

- a. The Hirer may at any time cancel a hiring by notice in writing to the Clerk to the Council (or via the facility's online booking interface). If such notice is so delivered up to two weeks before the date of the hiring, there will be no charge. If a hirer cancels less than two weeks before the proposed function and the Council is unable to re-let the Hall at the same charge the Hirer shall be liable to pay to the Council the full charge in respect of the cancelled hiring.
- b. The Council reserves the right at any time and for whatever reason to cancel a hiring by notice in writing from the Clerk of the Council (or an officer of the council) to the Hirer whereupon the Council shall repay to the Hirer any money paid by them to the Council in respect of the cancelled hiring.
- c. Other than as aforesaid, the Council shall not incur any liability to the Hirer upon cancelling a hiring and the Hirer shall indemnify the Council against all claims which may be made by persons in respect thereof.
- d. The Council shall be entitled to cancel or terminate a hiring to effect immediate vacation of the Hall without notice in writing if the Hirer or any other person fails to observe the terms and conditions of letting or if it appears that there has been an omission from or mis-statement in the application for hire. Such cancellation or termination of a hiring shall not prejudice any rights which the Council may have against the Hirer and the Hirer shall not have any right or remedy against the Council in respect thereof and shall indemnify the Council against all claims which may be made by any person in respect thereof.

4. PERMITTED USE

The Hall shall not be used for any purpose other than that stated in the Council's acceptance of the application for hire and any conditions stated therein must be complied with.

5. LETTINGS INVOLVING LICENCES

- a. In every letting there shall be deemed to be implied on the part of the Hirer an undertaking with the Council strictly to observe and perform all statutory provisions and regulations and all conditions and regulations imposed by the Licensing Authority or the Council applicable to any letting and to indemnify and save harmless the Council, their officers and servants from all penalties, damages and costs which may occur in consequence of any breach or default in complying with any such provisions, regulations or conditions.
- b. The licence held by the Clerk to the Parish Council only permits Music, Singing and Dancing in the Village Hall during the times Monday to Sunday: 10.00 - midnight
- c. The number of persons admitted to the premises must not exceed 200 [120 if seated at tables]
- d. The Clerk will in special circumstances consider an application for an extension to the hours if requested in writing, but no responsibility can be accepted by the Parish Council if the Licensing Authority refuse or modify the application any way.

6. MUSIC AND PERFORMANCE

The playing or performing of music may require a licence (example Phonographic Performance Limited, PPL) covering royalties to the creators of the various musical works. The Parish Council has a license for 'PRS for Music' only, all other required licences are the responsibility of the hirer.

7. ALCOHOL

The sale of intoxicating liquor on the premises is permitted only subject to compliance with the following conditions:

- a. The prior approval of the Licensing Authority must be obtained by or on behalf of the organiser of the function. The organiser must also advise the Clerk to the Parish Council of the Licensing Authority's decision.
- b. The sale of intoxicating liquor must cease not later than thirty minutes prior to the time up to which the rooms have been booked, or at the time of expiry of the Licence, whichever is the sooner.

8. GOOD CONDUCT AND ORDER

The Hirer shall at all times ensure that all gangways, passages, entrances and exits are kept free from obstruction during the period of hiring and shall take every care to secure that no undesirable person is permitted to enter the Hall or otherwise make use of the Hall and shall be responsible for good order and conduct during the hiring.

9. ADDITIONAL EQUIPMENT

- a. It is the responsibility of the hirer to ensure that any equipment brought into the premises (electrical or otherwise) is safe and the hirer indemnifies the council against any issues or costs through the use of any such equipment.
- b. No nails, hooks, screws or tacks may be driven into the walls, pillars, woodwork, floors or furniture in any part of the premises and no material shall be posted by gum, paste, or other adhesive medium anywhere inside the premises.
- c. No wax or powder placed upon the dance floor of the Hall.
- d. Bouncy castles suppliers must provide evidence of public liability insurance cover for at least £5 million, a copy of the certificate should be sent to the Clerk.

10. LIABILITY FOR LOSS OR DAMAGE TO PROPERTY

The Council shall not be liable or responsible for any loss or damage to any person or property arising out of the hiring or for any loss, damage or injury which may be incurred by or done or happen to the Hirer or any person or persons resorting to the premises during the hiring arising from any cause whatsoever, or for any loss due to any breakdown of machinery, failure to or supply of electricity or gas, leakage of water, fire, government restriction, or act of God which may cause the Hall to be temporarily closed or the hiring to be interrupted or cancelled.

11. ACCIDENTS OR OMISSIONS

The Hirer shall indemnify the Council, its officers or servants against any claim, action or proceedings made or brought in respect of or arising out of any act or omission of the Hirer and shall pay to the Council all expenses which it shall incur in respect thereof.

12. MAKING GOOD DAMAGE

- a. The Hirer shall repay to the Council on demand the cost of reinstating or replacing any part of the Hall or any property in or upon the Hall which shall be damaged, destroyed, stolen or removed during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. The amount of the cost shall be certified by the Clerk to the Council whose certificate shall be final.
- b. Unless the Hirer shall show before the commencement of the period of hiring that any property of the Council in the Hall is damaged, such property shall be deemed to have been undamaged at the commencement of the period of hire.
- c. All breakages and damage, however caused, must be reported to the Council swiftly to allow repairs to be made as soon as possible.

13. VACATION OF PREMISES

The Hirer shall ensure that all furniture, decorations, materials and other articles brought into the Hall by the Hirer shall be cleared from the premises at the end of the hiring period.