

Terms and conditions of hire of Parish Room (Aileen McHugo Building)

These standard conditions apply to the hiring of the Parish Room in the Aileen McHugo Building and associated and shared facilities (the 'Premises'). If the Hirer is in any doubt as to the meaning of the following, the Clerk should be consulted.

1. Age

Hirers shall be persons over the age of 18 who are responsible for being in charge of the Premises at all times and ensuring that all conditions under this Agreement are met.

2. Supervision

The Hirer shall, during the period of hiring, be responsible for; supervision of the Premises, the fabric and contents; their care, protection from damage however slight or alterations of any sort: and the behaviour of all persons using the Premises whatever their capacity, including proper supervision of car parking arrangements.

3. Use of Premises

The Hirer shall not use the Premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

4. Care of Premises

- a. All persons using the Premises shall behave in a manner that does not cause injury, damage or nuisance to property, staff or other users of the Premises. All persons shall conform to any regulations or byelaws in force with respect to the Premises and comply with any instructions they may receive from the Clerk or any other officials appointed by Tatsfield Parish Council ("TPC"). The hirers will be jointly liable for any damage caused to the room, fixtures and fittings or any other of the Premises including malicious and accidental damage.
- b. The Hirer is asked to ensure that the Premises are used in a considerate and proper manner.

5. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the Premises by TPC, the District Council, the Licensing Authority, including the Fire Risk Assessment.

6. End of hire

The Premises must be vacated at the end of the letting in a timely manner. Hirers are responsible for leaving the Premises and surrounding area in a clean and tidy condition, properly locked and secured (where applicable) otherwise TPC shall be at liberty to make an additional charge. Keys should be returned as instructed at the time of hire and any lost keys will be charged on a like for like basis. Should the room be left in a state which requires cleaning before it can be used by another booking, the Hirer will be charged for the required cleaning time.

7. Cancellation

- a. TPC reserves the right to decline booking requests or to limit the amount of time used if the Premises are deemed to be in a dangerous or unfit condition.
- b. TPC retains the right to enter the Premises even when a booking is in progress to gain access to any files and documentation or in the event of an emergency, to use the Premises for such an emergency.
- c. Refunds will not be made in respect of any cancellation unless this cancellation is approved by TPC or the Clerk.
- d. If a credit is given in respect of a cancelled booking, the credit must be used for the next booking made by the Hirer. All credits will have a pre-stated expiry date (normally 3 months from the date of issue).
- e. Hirers may request changes to their original bookings, giving a minimum of seven calendar days' notice.

Changes will be dependent upon availability and subject to a cancellation charge of £10 per booking.

8. Child protection

TPC subscribes to the principles of child protection promoted by Tandridge District Council and Surrey County Council and takes account of guidance issued by these bodies. Hirers shall adopt measures for the appropriate protection of any child involved in activities on the premises and shall be mindful of the needs of any such child.

9. Equal opportunities All Hirers must comply with TPC's equal opportunities policy. They may not exercise any discrimination on the grounds of race, nationality, colour, ethnic or national origin, age, sex, marital status, sexual orientation, religion, creed or disability.

10. Insurance and indemnity

(a) The Hirer shall be liable for:

- (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the Premises including the curtilage thereof or the contents therein
- (ii) all claims, losses, damages and costs made against or incurred by TPC, its employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising from the use of the Premises (including the storage of equipment) by the Hirer, and
- (iii) all claims, losses, damages and costs made against or incurred by TPC, its employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the Premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of TPC and TPC's employees, volunteers, agents and invitees against such liabilities.

(b) TPC shall take out adequate insurance to ensure the liabilities described in sub-clauses (a) (i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. TPC shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the TPC and its employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) All Hirers are advised to ascertain that they have adequate Public Liability insurance and to ensure that their own property brought to the Premises is insured against loss or damage and on demand shall produce the policy and current receipt or other evidence of cover to the Parish Clerk (for details, see above). Failure to produce such policy and evidence of cover will render the hiring void and enable the Parish Clerk to rehire the Premises to another hirer. TPC accepts no responsibility for injury or loss resulting from any activity in the Premises or surrounding area. Hirers must undertake their own Risk Assessments.

(d) The Premises are insured against any claims arising out of TPC's **own** negligence.

11. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to a member of TPC or the Clerk as soon as possible. Any failure of Parish Council equipment on the Premises must also be reported as soon as possible.

12. Alcohol

No alcohol shall be brought onto the Premises unless permission has been granted by the TPC in writing.

13. Stored equipment

TPC accepts no responsibility for any stored equipment or other property brought onto or left at the Premises, and all liability for loss or damage is hereby excluded.

14. Pandemic

The hirer is responsible for adhering to the government guidelines and their own risk assessments in relation to the pandemic. Hand sanitiser is provided and TPC requests that tables and any other surfaces used are wiped down at the end of each day with the bacterial wipes provided.

15. Compliance

A Hirer failing to comply with any of these regulations and conditions will be liable to forfeit the use of the Premises without any adjustment of fees in respect thereof, such forfeiture to be without prejudice to any other claims or remedies which TPC may have against the Hirer.