

Pencombe & Little Cowarne Parish Hall Hiring Agreement between the TRUSTEES and the HIRER

Standard Conditions of Hire:

1. The **HIRER** will, during the period of the hiring, be responsible for supervision of the premises, the fabric and the contents, their care, safety from damage however slight or change of any sort and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car-parking arrangements so as to avoid obstruction of the highway.
2. 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 nor allow the consumption of alcoholic liquor thereon without written permission.
3. The **HIRER** shall, where required, be responsible for obtaining such licences as may be needed whether for the sale or supply of alcohol in accordance with the Licensing Act 2003 or otherwise and for the observance of the same. See Sale of Alcohol Conditions.
4. The **HIRER** shall, if preparing, serving or selling food or drinks, observe all relevant food health and hygiene legislation and regulations.
5. The **HIRER** shall ensure that the minimum of noise is made on arrival and departure.
6. The **HIRER** shall ensure that no dogs except guide dogs are brought into the hall.
7. The **HIRER** shall be responsible at the end of the hiring for leaving the premises and surrounds in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the **TRUSTEES** shall be at liberty to make an additional charge.
8. The **HIRER** must ensure that nothing should be affixed to the walls or woodwork of the Hall unless previously agreed with the **TRUSTEES**. Staples, nails or any permanent fixings must not be used. Tapes, adhesives or 'bluetac' must not be used in such a way that they damage the painted surfaces.
9. At the end of the hiring the **HIRER** will remove all items of their own equipment that they have brought into the hall. The **TRUSTEES** reserve the right to dispose of any items of equipment left in the hall by the **HIRER** without consultation with the **HIRER**.
10. After use the Hall must be left clean and tidy, all bottles, recyclable material and rubbish must be removed by the Hirer. All glass & rubbish generated by the sale of alcohol must be removed for safe disposal by the **HIRER**.
11. The **HIRER** shall ensure that any electrical appliances brought onto the premises, with prior consent of the **TRUSTEES**, and used there shall be safe and in good working order and used in a safe manner.
12. The **HIRER** shall make themselves familiar with; actions to be taken in the event of fire, location and use of fire extinguishers, escape routes & the need to keep them clear. Fire doors are not to be wedged open.
13. The **HIRER** must nominate at least 4 stewards to be present at the function who are able to take responsibility in case of fire, accident or emergency. The names of the stewards must be logged in the Stewards Book in the Hall Kitchen. Stewards must be aware of the location of fire exits and the first aid boxes.
14. The **HIRER** shall indemnify the **TRUSTEES** for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.
15. The **HIRER** must, within 24 hours of the occurrence, report details of any accident to the Authorised Representative of the **TRUSTEES**. Such details must be entered into the Accident Book.
16. If the **HIRER** wishes to cancel the booking before the date of the event and the **TRUSTEES** is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the **TRUSTEES**.

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17. The **TRUSTEES** reserves the right to cancel a hiring in the event of the hall being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election, in which case the **HIRER** shall be entitled to a refund of any deposit already paid

18. In the Event of the hall or any part thereof being rendered unfit for the use for which it has been hired, the **TRUSTEES** shall not be liable to the **HIRER** for any resulting loss or damage whatsoever.

19. The **TRUSTEES** reserves the right to refuse a booking without notice or to cancel a hiring agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to the **HIRER** who shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the **HIRER** to the **TRUSTEES** but the **TRUSTEES** shall not be liable to make any further payment to the **HIRER**.

Sale of Alcohol – Summary Conditions:

The sale of alcohol is governed by law. Pencombe and Little Cowarne Parish Hall is licensed for the sale of alcohol on the premises. **The Pencombe & Little Cowarne Hall Trustees** (hereafter known as the **TRUSTEES**) holds the licence and is responsible for the supervision of sale of alcohol in accordance with the law. The **TRUSTEES** reserves the right not to take responsibility for the supervision of the sale of alcohol at any particular event. In such cases the applicant **HIRER** will be required to obtain an occasional licence, with the sale of alcohol undertaken by an external licensee.

HIRERS who want alcohol sold at an event must comply with the following procedures and conditions which are linked to the type of event for which the hall is hired. Please note this includes events where alcohol is included in the ticket price as this constitutes a sale of alcohol.

Types of Event and Licence Conditions:

Community events are those where the primary purpose is social activity open to residents and non-residents of the civil parish – e.g. Flicks in the Sticks, Harvest Suppers, Royal Celebrations, Barn Dances. **HIRERS** for community events will be allowed to sell alcohol on the specified day(s) on receipt of the signed booking agreement. The **TRUSTEES** will take responsibility for the supervision of the sale of alcohol.

Private Hire includes parties or any other social activity which is not open to the general public – e.g. wedding receptions, baptism parties, family celebrations. **HIRERS** for such events must apply for an occasional licence with the sale of alcohol undertaken by an external licensee. The **TRUSTEES** will NOT take responsibility for the sale of alcohol at private hire events.

Small fundraising events will be reviewed by the **TRUSTEES**. It is likely that only village/civil parish fundraising events will be allowed to sell alcohol for which the **TRUSTEES** will take responsibility on receipt of the signed booking agreement. Organisers of other small fundraising events may be required to obtain an occasional licence with the sale of alcohol undertaken by an external licensee.

Large fundraising events will be reviewed by the **TRUSTEES**. If the event will involve or attract substantial numbers of people from beyond the civil parish, **HIRERS** will be required to obtain an occasional licence with the sale undertaken by an external licensee. The **TRUSTEES** will NOT take responsibility for the sale of alcohol at large fundraising events

Application Procedure

1. Prospective **Hirers** must describe both the type of event and their request to sell alcohol using the booking application form
2. The **Bookings Secretary** has authority to proceed with any application for community events and those for which the paper copy of the occasional licence has been submitted to the **Bookings Secretary**.
3. The applications for both large and small fundraising events will be considered on a case by case basis. If the **Trustees** do not wish to take responsibility for the sale of alcohol at a particular event, the **Hirer** will be required to obtain an occasional licence and external licensee to sell alcohol.
4. **Hirers** who wish to sell alcohol must have returned the completed booking form with the signed agreement that they will adhere to the terms of the premises licence.

5. The paper copy of any occasional licence must be seen by the **Bookings Secretary** at least 7 days prior to the event. **FAILURE TO COMPLY WITH THIS CONDITION MEANS SALE OF ALCOHOL WILL NOT BE PERMITTED AT THE EVENT.**

Conditions at the Event

1. The copy of the occasional licence must be on display in the bar during the event
2. **Hirers** must take away from the hall and site (to dispose of properly) all 'empties', broken glasses and rubbish generated by alcohol sales. It must not be put into plastic rubbish sacks and left on the premises.

Permitted Hours for the sale of alcohol (NB 24 hour clock)

Monday to Thursday 12.00 – 01.00

Friday & Saturday 12.00 – 02.00

Sunday 12.00 – 23.30

Christmas and New Year periods 12.00 – 03.00

Occasional Licence.

Application for an Occasional Licence should be made to: The Licensing Dept. Herefordshire Council, Unit 10, Blackfriars Street, Hereford HR4 9HS.