



SHAVINGTON
CUM
GRESTY

Shavington-cum-Gresty Parish Council
Main Rd, Shavington, Crewe, CW2 5DP

SHAVINGTON-CUM-GRESTY VILLAGE HALL HIRING AGREEMENT

Approved by Shavington-cum-Gresty Parish Council on 6 July 2022

Reviewed 6 December 2023

Reviewed 7 February 2024

Conditions of Hire between

the Owner (Shavington-cum-Gresty Parish Council)

and the Client

1. Supervision

The Client shall, during the period of the hiring, be responsible for:

supervision of the Village Hall, 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 Village Hall whatever their capacity. As directed by the Bookings Clerk, the Client shall make good or pay for all damage (including accidental damage) to the Village Hall or to the fixtures, fittings or contents and for loss of contents.

2. Car Park

The Parish Council will not accept liability for any accidents damage or loss incurred.

The Client is responsible for ensuring that vehicles are parked in an orderly way so as to avoid obstruction of other vehicles using the car park, leaving access to the buildings at the rear of the car park and the highway. Alcohol must not be consumed in the car park. The Parish Council accept no responsibility for any damage whatsoever by act of vandalism, theft, fire, flood or force of nature at all times.

The car park must be used for the sole purpose of attending the event being held in the hall.

3. Use of the Village Hall

The Client shall not use the Village hall for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the Village Hall or allow the Village Hall to be used for any unlawful purpose or in any unlawful way, nor do anything or bring onto the



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Village Hall anything which may endanger the same or render invalid any insurance policies in respect thereof.

Access to the ceiling space is strictly prohibited.

4. Licences

The Client shall be responsible for obtaining licences in respect of playing live or recorded music.

5. Public Safety Compliance

The Client shall comply with all conditions and regulations made in respect of the Village Hall by the Fire Authority and Local Authority. Whether Covid regulations are in place to limit the number of people allowed in the facility, the hirer must guarantee that the number of persons at any time in the Hall is complying with the local or national regulations.

6. Fire Precautions/Emergency Procedures/Escape Routes

The Client must familiarise themselves with the location of all emergency exits, the position and instructions for the use of fire extinguishers and to note the fire drill procedure notice which is situated on the notice-board in the foyer of the hall.

The three exit signs must remain switched on at all times.

For occasions when guests are to be seated, there must be a gangway of 3 ft 6 in and access to fire exits must not be blocked.

End of session check-list:

- Search for smouldering fires and clear waste-paper.
- Check that all electrical appliances are turned off and unplugged.
- Turn out all lights not required for security purposes.
- Ensure that curtains are opened.
- Secure all windows and outside doors
- See attached Covid 19 Guidelines with regards to cleaning (if applicable)

7. Gas and Electrical Appliance Safety



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The Client shall ensure that all gas appliances and electrical equipment belonging to the Village Hall and any electrical equipment brought in by the Client are used safely in accordance with the Instructions. If electrical equipment is brought into the hall, there must be an appropriate certificate to evidence that the equipment has been subject to PAT (portable appliance testing).

8. Accidents and Dangerous Occurrences

The Client must report to the Bookings Clerk, all accidents involving injury to the public, as soon as possible and complete the relevant section in the Village Hall's accident book. Any damage to Village Hall property, or failure of equipment belonging to the Village Hall, or brought in by the Client must be reported to the Bookings Clerk as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority; these are accidents which cause serious injury or death. The completion of this form is the responsibility of the Bookings Clerk. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

9. Animals

The Client shall ensure that no animals except guide dogs or other support dogs (eg 'Hearing' dogs) are brought into the Village Hall. No animals are to enter the kitchen at any time.

Exception can be approved on a one-to-one basis by the Parish Clerk.

10. Fly-Posting

The Client shall not carry out or permit fly-posting or any other form of unauthorised advertisements for any event taking place at the Village Hall if such fly-posting and advertisements are displayed within the curtilage of the Village Hall and shall indemnify and keep indemnified each member of the Parish Council against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

13. Permitted Numbers

Whether Covid regulations are in place to limit the number of people allowed in the facility, the hirer must guarantee that the number of persons at any time in the Hall is complying with the local or national regulations.

14. Booking Administration



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Booking request

Each booking enquiry will be assessed by the Booking Clerk. The Council reserves the right to refuse booking requests that don't comply with this policy or whether supporting documents listed in the booking form are not provided.

To support regular hirers, the council reserves the right to refuse bookings for slots that are regularly hired and/or made with a 6-month advance notice.

a. Payment for Hire

Full payment is required to secure a booking.

b. Hire Charges

Hirers are advised that charges may be reviewed on 1st April annually. Hirings arranged before that date for events after that date will be charged at the rates applicable at the time of booking.

c. Regular Hire

For anyone booking a 16-week block booking, on an occasional basis the Parish Council reserves the right to move any one of the sessions and extend the hirer period in order for the Parish Council to utilise the premises (i.e. public meetings, vaccination centre, ..)

d. Hire Period

The hiring period shall be between the times specified in the confirmation of booking document. The Client should include time needed for preparation and clearing-up in establishing the total period of hire required. The Client is responsible for making sure that the Village Hall is not left unattended and/or unsecured at any time during, or at the end of the hire period.

The hall must be left in a clean and tidy condition at the end of the hire period.

15. Insurance and Indemnity

(a) The Client shall be liable for:

- (i) The cost of repair of any damage (including accidental and malicious damage) done to any part of the Village Hall including the curtilage thereof or the contents of the Village Hall.



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(ii) All claims, losses, damages and costs made against, or incurred by, the Parish Council, 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 Village Hall by the Client.

(b) The Parish Council is insured against any claims arising out of its own negligence.

16. Cancellation

The Hirer may surrender the hiring provided that written notice is delivered to the Booking Officer or Parish Clerk prior to the function. The Council may at its discretion vary the sum payable to the Council under the terms of the agreement, upon consideration of the circumstances relating to the surrender of the hiring, and particularly the period of notice given and any subsequent re-letting of the premises. However, if the cancellation is made less than 7 days before the date of the function, the fee will not be refunded.

The Parish Council shall be entitled summarily to cancel the hiring without in any way being liable to the Hirer or any other person in respect of any loss, damage or expenses suffered by reason of such stoppage or cancellation due to the following circumstances:

- (a) If the Hirer fails to pay the appropriate charges in accordance with the conditions of payment.
- (b) If at any time prior to the commencement of the function it shall appear to the Parish Clerk that the Hirer has made a material omission or mis-statement in the application form.
- (c) If the Village Hall is being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (d) During national mourning period
- (e) The Parish Council reasonably considers that –
 - (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
 - (ii) unlawful or unsuitable activities will take place at the Village Hall as a result of this hiring;
- (f) The Village Hall may become unfit or unsafe for the use intended by the Client;



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- (g) The hall may be required for an emergency requiring use of the Village Hall as a shelter for the victims of flooding, snowstorm fire, explosion or those at risk of these or similar disasters.

In any such case the Client shall be entitled to a refund of payment, but the Parish Council shall not be liable to the Client for any resultant direct or indirect loss or damages whatsoever.

A copy of this Agreement will be provided to the client as part of the confirmation of a booking. The client is deemed to have accepted the terms and shall be bound by it.