

Stoke St Michael War Memorial Hall

Stoke St. Michael Parish Council

Annual Booking Contract

1 Introduction

1.1 The Stoke St Michael War Memorial Hall (SSMWMH) warmly welcomes hirers and their guests. Please read through these terms and conditions and contact us if you have any queries.

1.2 The following terms are used in this document:

- Hall: The premises to be known as Stoke St Michael War Memorial Hall (SSMWMH)
- Hirer: The Parish Council of Stoke St. Michael. (PC)

1.3 The hirer is required to be at least 18 years of age.

1.4 Hirers and their guests are required to treat all users and staff with respect.

1.5 Appointed representatives of the hiring organisation or The Hirer (or any other person authorised in writing to the SSMWMH by the Hirer) must be present at all times during the hire period. **Nick is currently the Parish Council village hall representative but might not be able to attend all meetings. I am normally in attendance anyway as the Parish Clerk but it would be very difficult for a Councillor to commit a year ahead for all meetings as emergencies do happen. Would the war memorial hall committee like to appoint their own representative as the hiring organisation to be present at the meetings?**

1.8 There are some parking facilities available to Hirers or their guests at the back of the hall and at the discretion of the publican of the Knatchbull Arms. The Hirer must ensure their guests do not park inconsiderately.

1.9 The Hirer must always allow SSMWMH staff access to the premises during the period of hire for specific purposes

2 Facilities

2.1 There are separate male and female toilets which are available to the PC and their guests along with a toilet/change facilities for less able users

2.3 Inventory of tables and chairs:

- Total of 80 chairs. We ask that where possible the red plastic chairs are used when crafty activities are taking place. The blue padded chairs are considered more comfortable for sitting for long periods, please consider this when using. There are 40 red plastic, 40 padded blue.
- Total of 23 Tables: There are 10 small and 13 large plastic tables available for use. Please ensure they are wiped down after use.

The PC shall ensure all tables and chairs are returned back to the places they were taken from in the ante room after use. This is very important for subsequent users

2.5A small kitchen, accessible from the main hall, is available and fully equipped for PC members use only.

- During your hire please use your own tea towels to wipe dry any crockery/cutlery used.
- Remove any waste generated during your hire and replace used bin liners when used.
- Consult further with the SSMWMH before serving refreshment to the public at any time.

3 Booking

3.1 The hire is granted based on the details provided by the PC at the time of booking.

3.2 The hire agreement with the PC is based on the facilities being used for meetings only. There will be no music or other entertainment played in the hall during this period. **What happens is someone wants to do a presentation?**

3.3 In the event of any variation of use by the PC or failure to comply with the requirements of full disclosure, the SSMWMH reserves the right to cancel future bookings.

3.4 The SSMWMH may, if it deems necessary, request additional information from the PC. **The assumption payment is payment is required up front as stipulated on the individual booking form but this is not stated within the contract for the Parish Council. This would need to be clarified as payment has normally been on invoice.**

4 Hire Charge

4.1 Hire charge will be agreed annually and fixed for the duration of the agreed dates booked.

4.2 The SSMWMH committee have agreed to waive the deposit for public organisations in lieu of an undertaking for the PC to reimburse the SSMWMH for any penalties that become due as detailed below.

4.3 The PC will be charged separately for:

- Loss or damage to property or contents by agreement.
- Excessively exceeding the exit time as agreed on the booking form.

What is the Hire Charge and any associated costs for setting up and packing away?

5 Cancellations

5.1 The SSMWMH reserves the right to cancel bookings if the hall is rendered unfit for the intended use.

5.2 The PC can swap or change any agreed hire date with the SSMWMH prior to hire having given a reasonable notice period from the hire date.

5.3 Cancellations or terminations will only be accepted in writing and deemed effective upon receipt by the SSMWMH.

6 Damages, Decorations & Advertising

6.1 The PC shall ensure nails, screws or other fixings are not driven into the walls or floors or into any furniture or fittings or permit to be done anything likely to cause damage to the building or any furniture or fittings.

6.2 The PC shall repay to the SSMWMH, the agreed cost of reinstating or replacing any part of the premises or any property, whatsoever, which is damaged, destroyed, stolen or removed during the period of hiring.

6.3 No bunting, signs, posters, banners or similar shall be **attached** to any wall or other part of the building without the approval of the SSMWMH.

6.4 Where permission has been granted for attaching or displaying signage, it should be fixed in the manner allowed by the SSMWMH and removed at the end of the hire period.

7 Equipment & Electrical Installations

7.1 All electrical equipment brought into the building shall comply with the Electricity at Work Regulations, 1989. The SSMWMH disclaims all responsibility for all claims and costs arising out of such equipment that does not so comply.

7.2 The PC shall not alter, disconnect, or in any way interfere with the electricity nor install any additional lights.

7.3 The SSMWMH shall not be liable for any loss or damage to equipment brought in by the PC or their guests.

7.4 Any property or goods belonging to the PC remaining in the facility after the termination of the booking period may be disposed of at the discretion of the SSMWMH

8 Health & Safety

8.1 PCs, guests and members of the public are obliged at all times to fully comply with the standard health and safety rules. A copy is available on our web site www.stokestmichaelhall.co.uk.

8.2 It is illegal to smoke anywhere in the building.

8.3 No candles or incense sticks may be used in the building.

8.4 Fire exits must be kept clear at all times.

8.5 Fire apparatus must not be interfered with except as necessary in the cause of fighting a fire.

8.6 No food or drink is expected to be served to the public in the hall during the booking period. **If the Parish Council do an Annual Parish Meeting with presentations, you may want to provide some refreshments, do the war memorial committee members have to do this?**

9 Safeguarding

9.1 The PC is fully responsible for safeguarding of children (under the age of 18) and vulnerable adults where the parent or guardian of the child is not present during the hire and known public session.

9.2 The PC must have safeguarding policies that govern their organisation and ensure they adhere to those policies at all times and deal with any safeguarding issues that may arise according to the relevant central and/or local government guidelines. The organisation's Safeguarding Policy should be presented to the booking clerk of the SSMWMH at the time of booking/renewal.

10 Insurance

The PC must obtain their own public liability insurance to adequately cover all liabilities for the forthcoming event for which the booking is made. The hall's own insurance will under no circumstances cover any liability for the PC or anyone on the PCs' behalf. **This is now a common occurrence to ask users for copies of their public liability as hall insurers are insisting on it**

11 Indemnity

11.1 The PC agrees to accept full responsibility and indemnify and keep indemnified the SSMWMH against any action, claim or demand whatsoever which arises or may arise as a result of the hire.

11.2 The PC agrees to accept full responsibility and indemnifies the SSMWMH for the loss, damage or theft of any equipment, property or personal belongings.

11.2 The PC fully indemnifies the SSMWMH of all responsibility for any safeguarding issues which arise during the hire – except in the unlikely event that SSMWMH should be found to be culpable.

12 Termination

12.1 The SSMWMH reserves the right to terminate any hiring in the event of any behaviour or action which is unlawful or damaging to the Centre or its members. If such termination takes place, the PC will forfeit the fees paid.

12.2 If for reasons beyond the control of the SSMWMH (the SSMWMH having used all reasonable endeavours to avoid the same) it is necessary for the SSMWMH to close all or part of the building or cancel the booking, the SSMWMH may (without prejudice to the rights and remedies of either party in respect of any prior breach by the other) terminate this Agreement upon reasonable prior notice (which shall be no less than 48 hours save in the case of emergency when as much notice as is reasonably possible will be given) to that effect to the PC and in that event the SSMWMH shall, unless there has been a breach of any of the conditions of this Agreement, return the due proportion of the amount paid for the use of the hall

but the PC and other persons attending the booking shall have no further claim whatsoever against the SSMWMH in respect of such termination of the Agreement. See also section 5.

13 Emergency Procedures

13.1 If the fire alarm is sounded, everyone should leave the building immediately by the nearest fire exit/routes highlighted. No one should return to the hall.

13.2 In the event of a fire, the emergency services shall be informed by calling 999.

14 Responsibility

14.1 The Management Committee of the organisation referred to in the hiring application shall be jointly and severally liable with the PC for complying with this agreement. Any changes to supporting documents must be notified to SSMWMH at the time of publication.

14.2 Access to the hall is gained through the granting of a key code for the front door. It is the responsibility of the PC to ensure this code is not shared with or used by any members of the public for any purpose

Name of Group	Stoke St Michael Parish Council	
Main activity	Parish Council meeting which includes a public session	
Name of hirer		
Position held		
Address		
Email Address		
Phone Number		
Appointed representatives of the PC (see 1.5)	Have suggested this could be a representative of the war Memorial Hall committee, but what happens if we have a closed session, as they will have to leave at that point. Another possibility is to write "A member of the Parish Council or the Proper Officer"	
Dates required		
Access required. (earliest entry and leave time)	From	To

	Agreed fee	Assuming £10 an hour, but there is no mention of the hourly hire price and any associated fees within the contract and whether payment is on invoice or in advance.
Agreed payment terms		

Documents attached or web site links to documents provided

Standing Orders: printed copy / electronic link.....

Safe Guarding Policy: printed copy / electronic link.....

Public Liability Insurance printed copy / electronic link.....

What is the capacity of the village hall as the Parish Council may need to know this large numbers of the members of the public turn up?

In the future Martyn’s Law may need to be considered if the hall capacity is over 100 people, as this comes into effect sometime during this year?

Would it also be possible to have copies of the Hall’s Risk Assessments for users?