



Linkinhorne Parish Hall

Terms and Conditions of Hire

It is important when you hire or use Linkinhorne Parish Hall that you read and understand these Conditions of Hire. They do apply in all cases, whether you have formally agreed to them or not.

General

These terms and conditions apply to all those who book and use Linkinhorne Parish Hall. They are part of an agreement between the Linkinhorne Parish Hall Trustees and the hirer, who may be an individual over the age of 18 or an organisation represented by an authorised person. The terms and conditions are based on the model booking agreement for Village Halls produced by the Association for Communities in Rural England (ACRE).

The terms and conditions should be read in conjunction with:

- the Schedule of Charges, which provides details of charges for hire, use of equipment, use of Parish Hall licenses, invoicing, deposits and cancellation
- Parish Hall policies on Health and Safety; Equal Opportunities; and Safeguarding which can be found in the hall user guide.
- The Parish Hall User's Guide, which includes additional information about using the hall.

Copies of all these documents are available on request.

Signifying agreement to these Terms and Conditions of Hire certifies that the hirer is aware of these terms and conditions will abide by them and will ensure that those who use the Parish Hall in conjunction with their booking act in accordance with them.

The Linkinhorne Parish Hall Trustees will assume that anyone accepting on behalf of an organisation is duly authorised to do so.

In the event of someone using the Parish Hall without accepting or specifically agreeing to the Terms and Conditions of Hire, then it will be deemed that they are aware of these terms and conditions, will abide by them and will ensure that those who use the Parish Hall in conjunction with their booking act in accordance with them.

Charges

Charges for all bookings are shown clearly on the Invoice. Bookings are charged individually, in accordance with the **Schedule of Charges**, with any special discounts or other provisions.

As well as charges for use of the Parish Hall spaces and facilities, there may be charges for use of equipment, the benefit of a license to sell alcohol etc. These are all shown on the invoice issued as confirmation of the booking.

Invoicing and payment

Payment is required in full before an event takes place as set out in the **Schedule of Charges**. For regular users this is negotiable with the Treasurer.

Deposits

Security/damage deposits will be required in some circumstances as set out in the **Schedule of Charges**.

Returnable deposits will be returned after the date of hire (or after the last date of hire), less any deductions, with a credit note if required.

Cancellation

Confirmed booking

Once agreement to the Terms or Conditions has been accepted and any invoice paid, the Parish Hall (or part of the Parish Hall) will not be hired out to any other user at that time without the prior agreement of the hirer. If a Provisional Booking has been made but no agreement otherwise to the Terms or Conditions signified, the "slot" may be given to someone else.

Cancellations by the hirer and cancellation charges

Cancellation rules and charges are set out in the **Schedule of Charges**.

The Linkinhorne Parish Hall Trustees will be reasonably flexible in relation to modifications, postponements and cancellations, but reserves the right to make cancellation charges in accordance with the rules specified.

Cancellations by the Linkinhorne Parish Hall Trustees

The Linkinhorne Parish Hall Trustees reserves the right to cancel a booking by written notice in the following circumstances:

- the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- the Linkinhorne Parish Hall Trustees consider that:
 - such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements
 - unlawful or unsuitable activities will take place at the premises as a result of the hiring
- the premises becoming unfit for the use intended by the hirer
- an emergency requiring use of the premises 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 hirer shall be entitled to a refund of any deposit already paid, but the Linkinhorne Parish Hall Trustees shall not be liable to the hirer for any resulting direct or indirect loss or damages whatsoever.

Access to the Parish Hall/time periods of hire

Bookings relate only to the specific rooms and days and times hired.

Hire periods will be in 15 minute units starting and finishing on the quarter hour. Hire periods must be long enough to allow for any setting up of and putting away/dismantling any furniture/equipment.

If more time is needed for setting up/dismantling this must be covered by the booking period.

Any extra time is logged and will be charged for unless there are extenuating circumstances (at the discretion of the Linkinhorne Parish Hall Trustees).

Access is controlled by Key Code Entry or Key Cards which allow entry to the building and to the spaces booked for the time period of the hire.

Key Codes or Key Cards will not allow entry outside the booked period.

Use of Premises and Supervision

The hirer (or his/her authorised representative) must be present during the period of hire and ensure that terms and conditions are observed.

Use of the Hall must always be responsible, with respect to the accommodation, facilities and equipment. The hirer shall, 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.

The hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition; utensils and equipment put away; lights, taps, equipment etc. all turned off; the rooms they have used and where appropriate the building itself secured unless directed otherwise; and any contents temporarily removed from their usual positions properly replaced. The Parish Hall does not have a rubbish collection and it is the hirer's responsibility to ensure that all rubbish is removed from the hall and disposed of.

If the Hirer fails to meet this requirement the Linkinhorne Parish Hall Trustees may make an additional charge.

The basic rule is that the room and facilities should be left as they were found.

The hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

The hirer shall not use the premises for any purpose other than that described on the Invoice; 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 premises.

The hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

Policies

All users must be familiar with and observe the policies of the Linkinhorne Parish Hall Trustees relating to **Health and Safety; Equal Opportunities; and Safeguarding**. Copies of these are available in the hall user guide.

Any hirer or user of the Parish Hall where Children and/or Vulnerable Adults are involved must have appropriate policies/procedures in place and must ensure that these are observed when using the Parish Hall.

Fire

All Hirers must make themselves, and any individuals using the premises as part of their Hire, aware of emergency escape routes and fire alarm procedures.

Licensed activities and sale of alcohol

The Parish Hall has a **Performing Rights Society Licence** authorising the following regulated entertainment and licensable activities:

- the performance of plays
- the exhibition of films
- indoor sporting events
- the performance of live music
- the playing of recorded music
- the performance of dance
- entertainment of a similar description to the above

Alcohol Licence

The sale of alcohol is subject the following rules and permissions:

Licensed bars may be arranged by the hirer in accordance with the Licensing Regulations. It is the hirer's responsibility to ensure that they have complied with the legislation. Alcohol consumption by persons under age must not be permitted.

The Parish Hall has a Performing Rights Society Licence as required under The Licensing Act 2003. A hirer who wishes to sell alcohol at an event must complete and send off a Temporary Event Notice (TEN) to Cornwall Council. **This must be cleared in advance with the Linkinhorne Parish Hall Trustees.** Under the legislation, alcohol may be given away, but if it is sold in any form, i.e. by, donation or included in the price of a ticket, then a Licence or temporary event notice must be held. It is the recommendation of the Linkinhorne Parish Hall Trustees that if alcohol is to be sold, it is done in the normal way (i.e. priced by glass/bottle, etc.). Licence Holders will be required to produce a certificate at the time of booking and certificates must be available at the time of the event.

It is an offence to sell/serve alcohol to persons under 18 years of age. Young persons (16 – 17 year old) may consume wine, beer or cider at a table meal when accompanied by an adult at the meal.

If for any reason alcohol is being sold without a Licence or permission to sell alcohol has not been given when the booking was made or there are signs of alcohol-related behaviour, any member of the Linkinhorne Parish Hall Trustees can close the event immediately.

The Linkinhorne Parish Hall Trustees and hirer can be held legally responsible for criminal offences carried out at the Parish Hall and as a result the Parish Hall may lose its licence. Under no circumstances will the Linkinhorne Parish Hall Trustees tolerate any breach of the above legislation.

No licence is needed for free alcohol or for alcohol in sealed containers as raffle prizes providing that all proceeds from the raffle are donated to a charitable organisation.

However, if you are playing recorded music as part of an event for which a fee is charged (for example an exercise class) you may need to have your own licence.

If other licences are required in respect of any activity in the Parish Hall the hirer should ensure that they hold the relevant licence.

Alterations, fixtures to the Hall

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Linkinhorne Parish Hall Trustees.

Any approved alteration, fixture or fitting or attachment may, at the discretion of the Linkinhorne Parish Hall Trustees, remain in the premises at the end of the hiring. It will become the property of the Linkinhorne Parish Hall Trustees unless removed by the hirer who must make good any damage caused to the premises by such removal.

No Rights

The hiring agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the hirer.

No interference with the activities of other Hall users

Any use must be conducted in such a way that it does not unreasonably interfere with the activities of other Hall users by way of noise, disturbance or otherwise.

Linkinhorne Parish Hall

Contacts for the Parish Hall are:

Linkinhorne Parish Hall Trust

Chairman

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Bookings

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