

## **MARKYATE PARISH COUNCIL CONDITIONS OF HIRE – Hirer's Copy**

1. All applications for hiring of accommodation shall be made on forms obtainable from the Administrator or the web site ([www.MARKYATEPARISHCOUNCIL.COM](http://www.MARKYATEPARISHCOUNCIL.COM)). The person signing the application form shall be deemed to be the Hirer. No Hiring can be accepted other than on the official form. This form must be returned as soon as possible to secure the booking. Where an application is accepted, the Administrator will issue a confirmation of booking voucher, and no application shall be accepted until this is issued.
2. A Damages deposit of £100 may be requested. The total of the hire charge together with the damages deposit if requested shall be paid in full 21 days before the function. The damages deposit will be refunded in full after the event providing no damage has occurred.
3. **IN THE EVENT OF CANCELLATION WITHIN 21 DAYS PRECEEDING THE FUNCTION THE FULL HIRE CHARGE WILL BE FORFEIT** should the space subsequently be relet, reimbursement will be at the discretion of the Parish Council.
4. **If the Hirer wishes to supply or sell alcohol a charge of £25 will be charged to cover the use of the Parish Councils Alcohol Licence. The Parish Council will not accept any responsibility for any persons selling or supplying alcohol to anyone under the age of 18 or to anyone who appears to be intoxicated. The hirer to make clear their intentions regarding the supply and sale of alcohol. There are no bar facilities in the Y2K Hall. Under no circumstances is alcohol permitted in the Y2K Hall**
5. All rooms in the village halls shall only be used during the time and for the purpose stated on the application form. The hirer shall not sub-let or assign the rooms or any part thereof.
6. The hirer shall be entirely responsible for and shall make good all or any damages, losses or breakages however caused during the period of hire and shall reimburse the Parish Council for the cost of making good such damage, losses or breakage on demand.
  - A. The hirer shall permit duly authorised officers of the Parish Council to have free access to all parts of the rooms during the hiring and shall comply without question any direction given to them.
  - B. The use of lighted candles is prohibited. No article of an inflammable or explosive nature or any article producing an offensive smell, or any oil, electric, gas or other engine shall be brought into the premises without the written consent of the Parish Council.  
**No Smoke machines allowed in Village Halls.**
  - C. Nails, screws, tacks or bolts shall not be driven into wall or any part of the building.
  - D. No entrance or exit doors shall be fastened up or taken off or any exit or entrance to be obstructed.
  - E. The hirer shall not, without previous consent of the Parish Council, install or use any sound equipment, additional lights (including spot lights) or heating apparatus of any kind beyond those provided by the Parish Council.
  - F. The hirer shall be responsible for ensuring that persons do not trespass in parts of the building not engaged by the hirer.
  - G. The Hirer will be responsible for ensuring that people dancing in the village halls have suitable footwear.
  - H. Where damage is charged to the hirer, an additional charge of 25% will be added for administration.
7. Unless prior arrangement has been made with the Parish Council, the hirer will be responsible for ensuring that the premises are left in a clean and tidy condition and the Parish Council reserve the right to retain the deposit or part thereof in order that the said premises may be put into a suitable condition.

All equipment which has been moved temporarily shall be replaced in its original position.
8. The hirer shall secure compliance with the law relating to copyright and with the conditions of any stage licence, music and dancing licence, cinematograph licence, Performing Rights Society licence, which may be applicable to his hiring of the hall/room and shall supply the Parish Council with any information reasonably required for any of these purposes; and shall be responsible for obtaining any licence required in connection with the hiring, that is not already held by the Parish Council. If the hirer proposes to give a public performance (for the purposes of Copyright Act 1911) of any gramophone records he shall complete the appropriate form which can be obtained from the Administrator. The hirer shall indemnify the Parish Council against any failure to observe these rules.
9. No intoxicants shall be sold or be consumed by members of the public in the Village Hall during any letting, without prior consent of the Parish Council. The hirer shall not play or permit the playing of any game in respect of which a gaming licence must be in force in accordance with the provisions of the Finance Act 1966 and Regulations made.
10. The hirer will indemnify the Parish Council from and against all claims of whatever nature arising, or to arise from the use or hire of the premises or of any equipment or fixtures or fittings therein.
11. No liability is accepted by or on behalf of the Parish Council for loss or damage to any property, persons or things, arising out of or occasioned by the hire or use of the said premises or fixtures, equipment or fittings therein or use of the facilities provided by the Parish Council during the period of hire or otherwise.
12. No application for hire of accommodation will be accepted from persons under the age of 18 unless booked by a parent or guardian, and all functions for young persons must be stewarded by adults.
13. The hirer shall provide sufficient stewards to maintain good order in the rooms during the period of hiring. The committee require that if the function is a party for teenagers the Adult/Ratio should be 1 to 10. This is a recommendation by Herts police for health & safety.
14. The hirer shall not keep the caretaker detained beyond the time the hall is hired for. If the caretaker is kept beyond the hired time then the rate of £5.00 for every quarter hour will be charged, this amount being deducted from the deposit.
  - (b) The hirer shall not detain the caretaker beyond 15 minutes after the opening time specified for hire of the Halls. After 15 minutes in the absence of the hirer the caretaker will depart from the Halls.
15. The Parish Council reserves the right to refuse admission to or remove from the hall any person without stating the reason.
16. If the hirer shall fail to observe or perform in any respect or secure due observance or performance by others of these conditions, the Parish Council may without notice terminate the hirer's rights under the hire agreement and effect the immediate vacation of the premises. Such determination shall not release the hirer from any of his obligations under the hire agreement or effect any right or remedy which the Parish Council may have under the agreement or otherwise and the Parish Council shall be entitled to retain for its own use and benefit any monies paid by way of deposit and to sue for any balance outstanding.
17. The Parish Council reserves the right by notice to the hirer to terminate the hire agreement at any time whenever they be of the opinion that the continued hiring would not be in the interest of the good management of the village halls (as to which the decision of the Parish Council shall be final). In this case the Parish Council shall not be liable in damages or otherwise in respect of its actions under this clause. On termination of the agreement under this condition the council may at its discretion return to the hirer any monies paid by way of a deposit but shall not be liable to the hirer for any loss or damage he may sustain arising out of such termination.
18. It is requested that the officers of the Parish Council be notified as soon as possible of any breakages, losses or damage to the property of the Parish Council whether caused by the hirer or not.
19. The hirer is advised to give serious consideration to insuring against claims or losses which may arise as a consequence of his hire of the Village Halls.
20. When the hirer is a company or charity, an address at which documents may be served must be provided.
21. **Strict adherence to No Smoking must be observed. The Village Halls are strictly Non -Smoking**
22. **These conditions may be waived at any time by the Parish Council.**

**THE HIRER'S SIGNATURE ON THE APPLICATION FORM SHALL CONSTITUTE BINDING ACCEPTANCE OF THESE CONDITIONS.**