

KINGSBROOK PARISH COUNCIL
CONDITIONS OF HIRE
Kingsbrook Community Hub, 2 Kingsbrook Basin,
Broughton, Aylesbury, Buckinghamshire, HP22 7EE
(This schedule must be retained by the hiring applicant)

1. Interpretation

- 1.1** In these Conditions, references to 'The Building' are to the Kingsbrook Community Hub and 'the Hirer' is the person who has contracted to hire the Building from the Kingsbrook Parish Council (KPC).
- 1.2** KPC's decision as to the interpretation of these Conditions shall be final and conclusive.

2. Payment and Associated Matters

- 2.1** Upon receipt of a booking request, the *Hall Manager* will arrange to meet new hirers and confirm the facilities and services required. The booking will then be confirmed. All Hire charges and deposits must be paid at least 28 days before the event, and a deposit of 50% of the hire charge is required at the time of booking. For regular Hire, a standing order payment can be arranged.
- Payment can be made by credit or debit card, or via BACS using the bank details on invoices.**
- 2.2** On receipt of all charges, the *access arrangements* will be issued to the hirer to allow access. Should an electric fob be provided and lost, a fee of £30 will be charged.

3. General Provisions

- 3.1** The Hirer is responsible for ensuring that the use of the premises takes place in accordance with these Conditions, and for the purpose stated in the booking request. Any breach of these Conditions or use of the Hall for other than the stated purpose shall entitle KPC to terminate the hire without recompense, notwithstanding that the event may have commenced, and to recover from the Hirer any loss or damage suffered by KPC in consequence.

KPC undertakes that the premises are fully insured against public liability claims. subletting and interchange of hiring are not allowed.

- 3.2** KPC reserves the right to cancel any booking in the event of:

- Any necessary licence for use of the Building for the purpose contemplated by the Hirer is suspended, not renewed or otherwise unavailable.
- The Building is required in connection with an election, a civil emergency or any other extraordinary or special purpose.
- Whenever possible, the Hirer will be offered an alternative date. No additional compensation will be paid in such circumstances

- 3.3** KPC reserves the right to amend the hiring fee or any deposit to be paid by the Hirer at any time prior to payment in full by the Hirer.

- 3.4** KPC reserves the right to refuse any application without stating a reason for doing so. KPC also reserves the right to impose additional conditions where the nature of an application or other factors in their opinion so demand.

- 3.5** If the Hirer cancels the hire giving at least 28 days' notice, then a refund of the hire charge and deposit will be made in full. If less than 28 days' notice is given, the deposit will be refunded in full and some or the entire hiring fee may be refunded at the discretion of KPC, depending upon circumstances prevailing at the time.

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3.6 If the hiring is on a regular basis (e.g. daily, weekly or monthly), the hiring will continue on the agreed basis until such time as it is cancelled by the Hirer or KPC in writing, giving at least 28 days' notice.

4. Use of the Building and surrounding area

The hall is near residential properties. It is the hirer's responsibility to ensure there is no unreasonable noise or nuisance:

Sound carries at night. Your event must be conducted with respect to the hall and neighbourhood. Loud noise and disorderly conduct are not allowed at any time:

Monday to Saturday: Music to cease at 10.00 pm
Sunday: Music to cease at 8.00 pm
these times will apply unless by special arrangement

All guests must leave quietly.

Noise nuisance will result in the loss of the hire deposit if KPC receives a complaint about noise or behaviour

- 4.1** The Hirer is responsible for ensuring good order and behaviour whilst the building is hired to him/her, and for the health and safety of all those using the building during the period of hire.
- 4.2** The Hirer is to ensure that no one tampers with or alters the heating or air conditioning controls/room thermostats or any other equipment settings.
- 4.3** The Hirer is to be responsible for the activities at the building for the full duration of the event. The Hirer must provide an undertaking to be responsible for controlling the event so that neighbours are not unreasonably affected by the event, especially with regard to noise levels.
- 4.4** Under current policy, birthday parties, up to and including 12th birthdays and 20+ birthdays may be celebrated in the Building, but parties for 13th–19th birthday parties may not.
- 4.5** At parties for those under 13 years of age, two responsible adults must be in attendance in the building at all times, including the setup before the event and clean up afterwards.
- 4.6** The Hirer is to ensure that the building is left in the same state of cleanliness as it was found before the commencement of the hire. The cost of any additional cleaning required in order to return the building to such a condition after use shall be met by the Hirer.
- 4.7** Nothing shall be affixed (whether by the use of nails, screws, adhesive tape or other fixatives) to any wall, door, floor or ceiling in the building, or to any of its fittings and fixtures, including furniture and decorative surfaces and any resulting damage is the responsibility of the Hirer.
- 4.8** The Hirer is responsible for ensuring that the layout of furniture conforms to Health and Safety provisions (copy on the notice board in the Building) and that the fire evacuation routes and exits are fully accessible and usable. Hall staff will lay out the room as requested for the number of guests declared before commencement of the hire.
- 4.9** The Hirer is required to confirm the layout required his/her own function at the time of booking.
- 4.10** Fireworks, candles, 'Chinese Lanterns', BBQS and any other flammable or combustible liquids are not permitted within the building or its grounds.

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- 4.11** All exits must remain unobstructed at all times during the period of hire.
- 4.12** The Hirer is to be responsible for Health and Safety, informing and familiarising everyone of the fire exit routes and all fire safety provisions during the period of hire. The Hirer must also nominate a person to be responsible for ensuring the safe exit of any disabled people using the building, through the appropriate fire exit route.
- 4.13** The Hirer is to ensure proper use of the car park and use of disabled parking spaces in the public car park outside the building, and avoid obstruction of the highway.
- 4.14** The Hirer is to ensure that all persons vacate the building at the time specified on the booking confirmation. If additional time for set up and clean-up is required, KPC reserves the right to levy an additional charge. Failure to vacate by the stated time will result in an additional discretionary charge becoming payable.
- 4.15** KPC personnel shall be permitted free access to the Building at any time in the event of any emergency.
- 4.16** All instructions given by KPC personnel to the Hirer or to any other persons present during the period of hire shall be complied with immediately.
- 4.17** The Police and personnel of the other emergency services are to be permitted to enter the building at any time.
- 4.18** KPC takes no responsibility for any goods, materials, equipment, inflatable play equipment, clothing, or other articles brought to or left in the building by the Hirer or persons using the building at his invitation. Only contractors approved by KPC may supply bouncy castles & play equipment or entertainment. All are required to provide current public liability insurance certificates.
- 4.19** It is the responsibility of the Hirer to ensure that all electrical equipment brought into the building and used during the period of hire has been safety checked by a qualified electrician. All bouncy castles or similar equipment must be approved in advance by KPC.
- 4.20** No glass bottles or glasses are to be taken outside the Hall, and any breakages on the ground or in the hall must be thoroughly cleared.

5. Miscellaneous Matters

- 5.1** Only gambling made lawful by the Betting, Gaming and Lotteries Act 1968 is allowed and then only if the relevant statutory provisions are complied with.
- 5.2** Hirers are advised that smoking and vaping are not permitted either in the building or the fenced garden area.
- 5.3** Animals, other than guide/assistance dogs, are not permitted into the Building or the fenced area. These assistance dogs must be kept under control at all times.
- 5.4** The Hirer has no right of access to the locked areas, unless given express permission by KPC.
- 5.5** *For the avoidance of doubt, the outside areas of the Hall are not included in this Hire Agreement.*
- 5.6** **By signing the Application form for the hire of the Kingsbrook Community Hub, the Hirer confirms:**
 - KPC's insurance policy does not cover brought-in play or any other equipment and the use thereof or persons carrying on commercial businesses (e.g. professional entertainers, caterers etc.), and in such instances the Hirer is responsible for ensuring that such persons also hold adequate public liability/employer insurance cover and any necessary license and safety certificates.

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e.g. performing rights for music, compliance with appropriate food handling regulations for caterers. KPC has obtained PRS Licenses permitting music to be played on the premises. The premises are not currently licensed for the sale of alcohol. Should Hirers plan to provide alcohol or sell alcohol, they must obtain the relevant TENS Licence and provide a copy to KPC at least two weeks in advance.

- If the applicant will not be in attendance during the hire, then they must nominate an adult who will be responsible for ensuring that the building is used in accordance with the Conditions of Hire. The applicant is responsible for ensuring the nominee is given a copy of the Conditions and is familiar with their requirements, and is to ensure that the nominated person's details are given on the application form.
- That they will abide by the Conditions of Hire as laid out above.