



# Pinchbeck Parish Council

The Parish Office, Pinchbeck Community Hub & Library,  
48 Knight Street, Pinchbeck, Spalding, Lincolnshire, PE11 3RU.  
Tel: 01775 724348. Email: [admin@pinchbeck-pc.gov.uk](mailto:admin@pinchbeck-pc.gov.uk)

## PINCHBECK COMMUNITY HUB BOOKING AGREEMENT

*By proceeding with your booking, you are deemed to have accepted the following terms and conditions for the hire of the hall.*

### TERMS & CONDITIONS OF HIRE

Agreements with Pinchbeck Parish Council ("the PC") for the hire of Pinchbeck Hub or any part thereof ("the Premises") are subject to these Terms and Conditions of Hire ("the Hire Conditions").

#### 1. Undertaking of the Hirer

The Hirer undertakes to ensure that they understand the Hire Conditions for the time being in force.

#### 2. Supervision by the Hirer

The Hirer undertakes to be present or arrange for sufficient and appropriate adult representatives to be present, throughout the hiring to ensure compliance with the provisions and stipulations contained or referred to in these Hire Conditions and any relevant licenses.

#### 3. Responsibility of the Hirer

The Hirer shall be responsible during the period of hire for:

- Being familiar with, and complying with, the guides provided for the use of the Premises.
- Ensuring that the Premises are kept secure for the duration of the hire.
- Supervision of the use of the Premises and the care of its fabric and contents.
- Ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by other persons.
- Ensuring that the Premises (including foyer, kitchen, kitchen appliances and toilets as appropriate) are left clean and tidy with rubbish removed from the site at the end of the hire.
- Ensuring that all equipment, chairs, and tables have been returned to their storage positions safely, the Premises are cleared of people, all lights switched off, and the building secured, except for any facilities or room or public area in use by another continuing hire.
- Ensuring that any temporary fittings and fixtures comply with Health and Safety guidance, and in particular ensuring that any decorations used are not a fire hazard.
- Ensuring that any equipment or electrical appliances brought onto the Premises and used there shall be certified safe and in good working order and used in a safe manner.

- Ensuring that no animals (including birds), except assist dogs are brought into the building, without written permission of the Hirer for a special event or hire agreed to by the Hirer.
- Ensuring that NO animals whatsoever may enter the kitchen at any time.
- Ensuring that no Barbeques, LPG appliances or highly flammable substances are brought onto the Premises.
- Ensuring that they and their attendees recognise the fact that the Premises are situated in a residential neighbourhood and conduct themselves accordingly by, for example, taking care not to slam car doors, especially late at night, and not playing music or making other sounds at inappropriate levels.

#### **4. Bookings which may be refused**

The Premises booking administrator, on behalf of the PC, has the right to refuse any booking for whatever reason, including concern over potential noise levels and other nuisances especially to neighbours. With this in mind, the hall is unlikely to accept bookings for teenage and young adult parties without specific and additional approval. This may include an increased deposit and other guarantees.

Experience has shown that there can be problems with holding “multiple events” at the same time, and so, if one room is booked for “an event”, the Premises booking administration may refuse a second booking.

If a booking in one room involves children or vulnerable adults such that a safeguarding policy is required (see clause 12) booking administration may refuse a booking in all or any of the other rooms on safeguarding grounds.

#### **5. Cancellation**

- No charge if cancelled 4 weeks or more before a booking.
- 50% of booking charge is due if cancellation is between 4 and 1 weeks before a booking.
- 100% of booking charge is due if cancellation is 1 week or less before a booking.

#### **6. Payment terms**

- Payment is normally due before the event.
- This can be amended by the Premises booking administrator following discussion with the appropriate PC Officer

#### **7. Deposit**

**A deposit** of £100 is required for all adult parties. If the hall is not left in an acceptable state a deduction will be made before the deposit is returned.

#### **8. Fire Regulations**

The Hirer shall:

- Ensure that the “Emergency Exit” signs are kept illuminated.
- Ensure that the Fire Brigade is called to any outbreak of fire, however slight, and details given to the Parish Council.
- Prior to the start of an event indicate the fire exits and Evacuation Meeting Place to the persons attending the event
- Ensure that all fire exits in the hall they have booked are kept clear at all times.
- Ensure that the relevant hall lobby and foyer entrances are not blocked with items such as buggies, wheelchairs or mobile scooters.

The Evacuation Meeting Place is at the corner of the Car Park next to the main entrance. No person may re-enter the Hall without the permission of the Fire Brigade.

## **9. Use of Premises**

The Hirer shall not:

- sub-let or use the Premises for any purpose other than that described in their Booking Application
- use the premises or allow the Premises to be used for any unlawful purpose or in any unlawful way.
- do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof.
- allow the use of drugs on the Premises.
- allow smoking in the Premises.
- only allow smoking in the designated smoking area

## **10. Car Parking**

Vehicles are parked at owner's risk and may be parked only in the designated spaces.

## **11. Premises Licence and other relevant legislation**

The Hirer is responsible for:

- Notifying the PC that they intend to run a bar and sell alcohol in advance of making the booking. The PC may refuse to give permission without reason nor explanation at its sole discretion.
- The charge for any fee or licence required is incurred solely by the Hirer.
- Conforming to the terms of any license granted.
- Ensuring that Alcohol is not served to any person under the age of 18 years.
- Displaying any license as required by the relevant authority.

The Hirer shall also ensure that the users:

- do not contravene the law relating to gaming, betting, and lotteries.
- comply with all conditions and regulations required by the Licensing Act, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the premises.

Any breach of these conditions may lead to prosecution by the local authority and the Hirer holds the PC blameless for any contravention.

## **12. Music Licences**

The Hirer is responsible for ensuring that they have an appropriate music licence.

In general, private hire does not require any additional licence.

If the Hirer is operating as a business or is organising an event where the profit does not go entirely to the voluntary organisation, then the hirer is responsible for obtaining a PPL licence (Public Performance Licence).

## **13. Compliance with legislation relating to children or vulnerable adults**

For all bookings involving children or vulnerable adults, except private parties where the Hirer is a family member, the Hirer is required to have their own safeguarding policy and

must ensure that those who work with young people or vulnerable adults hold a current DBS certificate.

The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults. **Child Protection Policies are the responsibility of the Hirer.**

#### **14. Indemnity**

The Hirer shall indemnify and keep indemnified the PC, the Hubl and their employees, volunteers, agents and invitees against:

- the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises
- against all actions, claims, and costs of proceedings arising from any breach of these Conditions.
- all claims in respect of damages, including damage for loss of property or injury to persons, arising as a result of the use of the Premises (including the storage of equipment) by the Hirer.

As directed by the PC, 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

#### **15. Insurance**

The Hirer is responsible for ensuring that any third party such as a catering company or operator hired to bring equipment such as bouncy castles onto the Premises has relevant and appropriate insurance, which shall include public liability insurance.

If the Hirer is operating as a business, they are responsible for ensuring that they have relevant and appropriate insurance, which shall include public liability insurance.

#### **16. Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to an authorised representative of the PC as soon as possible and complete the relevant section in the Accident Book. The hirer shall ensure the appropriate medical assistance is sought, or an ambulance is called.

Any failure of equipment, either that belonging to the PC, or brought in by the Hirer must also be reported as soon as possible.

#### **17. Stored equipment**

The PC accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property, other than that stored on the premises by agreement, must be removed at the end of each hiring or storage period. The PC may dispose of any such items 7 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

#### **18. No alterations**

Decorations may be hung where requested but No Blu-tack, drawing pins, adhesive tape or similar may be used.

No other alterations or additions may be made to the Premises, and no fixtures may be installed, or placards, or other articles be attached in any way to any part of the Premises without the prior written approval of the PC.

Any alteration, fixture or fitting, or attachment, so approved, shall, at the discretion of the PC, remain in the Premises at the end of the hiring and become the property of the PC or be removed by the Hirer. The Hirer must make good to the satisfaction of the PC any damage caused to the Premises by such removal.

## **19. Interruption of Regular Bookings**

If a Hirer is a regular weekly user, the PC reserves the right to cancel all, or part of, certain bookings in favour of one-off bookings. Such cancellations shall not occur more than once a month, and at least six weeks' notice shall be given of such cancellation.

The PC reserves the right to nominate a specified times as not being available for regular weekly bookings, so that priority can be given to monthly, or less frequent, bookings.

## **20. Cancellation by the Hirer**

If the Hirer cancels the booking before the date of the event and the PC is unable to conclude a replacement booking, the PC may, at their discretion, require a further payment of hire fees or withhold part of the deposit and hire charge already paid.

## **21. Cancellation by the PC**

The PC reserves the right to cancel a hiring by written notice to the Hirer in the event of a national emergency, or similar *force majeure* situation that requires the Premises to be closed, or of the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election or referendum or if the PC reasonably consider that:

- such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or
- unlawful or unsuitable activities may take place at the Premises as a result of the hiring, or
- the Premises have become unfit for the use intended by the Hirer.

In any such case the Hirer shall be entitled to a refund of any deposit or hire fees already paid, but the PC shall not be liable for any resulting direct or indirect loss or damages whatsoever.

## **22. Public Health**

The Hirer is responsible for conforming to all Public Health legislation and guidance that relates to the control of viral pandemics or diseases such as Covid-19 and to take reasonable precautions to stop the spread of the virus.

## **23. Acceptance**

These Terms and Conditions will have been made available to the Hirer at the time of making the booking. By proceeding with the booking the Hirer is deemed to have accepted these terms and conditions.