

BARMING PARISH COUNCIL

APPLICATION FOR THE HIRE OF THE BARMING PARISH HALL, Tonbridge Road.

Terms and Conditions of Hire

The car park bollards must be raised again after your use to ensure the car park is left secure.

Bookings, Payments and Cancellations

1. Each hirer must be the signatory on the booking form and must be over 18 years of age.
2. Setting-up and clearing away time must be included in the hire and will be charged for.
3. The attached booking form must be completed and returned to the Booking Clerk prior to hiring, together with full payment and a £50 refundable deposit to be retained if the premises are left in a dirty, disorderly or damaged state. The hirer will also be charged for the cost of remedying any defect or disrepair or for any damage caused to the premises, furniture or fittings.
4. Bank transfer is the Council's preferred method of payment into its bank account: Barming Parish Council, Unity Trust Bank, Sort Code: 60-83-01 Account No: 20415468. Please quote the invoice number in the reference and confirm your payment with the Booking Clerk.
5. For regular hirers the Booking Clerk will permit block bookings of the premises and will invoice monthly at the beginning of each month in advance. Payment must be received within 28 days of the invoice date.
6. For regular hirers, any cancellation of a regular booking must be notified to the Booking Clerk prior to the event, otherwise the booking will be charged for.
7. For occasional hirers, there will be no refund for cancellations.
8. Barming Parish Council reserves the right to charge interest at the rate of 8% per calendar month for any overdue payment. Hirers will only be warned regarding overdue payments twice, and then all bookings will be cancelled forthwith, and the keys will have to be returned to the Council who will then pursue legal means to recover the debt.
9. Any difficulties in a hirer's ability to pay must be reported immediately to the Responsible Financial Officer and Clerk to Barming Parish Council Mrs Nicola Attwood, PO Box 693, Sittingbourne, ME10 9NZ; email barmingpc@googlemail.com so that alternatives can be discussed.
10. The Council reserves the right to agree separate terms and conditions for long term hirers.
11. Keys must be returned to the Booking Clerk within 24 hours after cessation of hiring.

Hirer's Responsibilities

12. **The hirer is responsible for keeping good order in the premises during the hiring.**
13. **The hirer shall leave the premises in a clean and orderly state and ensure all electrical installations are switched off and all water fittings turned off.** The Council may, if it thinks fit, charge the hirer for any expense incurred as a result of the premises being left in a dirty, disorderly or damaged state and charge to the hirer the cost of remedying any defect or disrepair or for any damage caused to the premises, furniture or fitting and retain as a result of his/her not complying with this condition of hiring all or part of the deposit paid in pursuant to Clause 3 above.
14. **The hirer must take all their rubbish home** with them for disposal.
15. **The hirer shall not use or permit use of additional electrical appliances** in the premises without the prior permission of the Booking Clerk. Any small electrical appliances that are permitted to be used by the Booking Clerk will need to be PAT tested prior to being used in the premises.
16. **The hirer shall not permit anything including loud music that may cause nuisance,** annoyance or cause inconvenience to the occupiers of adjoining or neighbouring properties.

17. **The hirer shall ensure that all vehicles parked on adjacent highways** shall be parked as to prevent any possible obstruction to the access of properties adjoining the premises or obstruction on the highway.
18. The hirer must ensure they have public and employer liability insurance where appropriate
19. The Council shall not be responsible for any injury to the hirer or his/her guests caused as a result of inappropriate use of the building or Council property therein. The Council shall not be responsible for the loss or damage of any property of the hirer or his/her guests, or for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled. The hirer shall indemnify the Council against any claim which may arise out of the hiring or which may be made by any person resorting to the Council's premises or property during the hiring in respect of any such loss, damage or injury.
20. **No nails, tacks, screws, etc. shall be driven into any part of the premises**, nor any placards or other articles be fixed thereto, causing damage to paint or woodwork.
21. **The hirer shall remove any flag, emblem or other decoration** displayed inside the premises if in the opinion of the Council it shall be offensive or expose the hall to undue risk of fire or in the opinion of the Council it is likely to lead to disturbance or a breach of the peace.
22. **No alcohol shall be sold** unless a temporary events licence is obtained for the premises to comply with the Licensing Act 2003. The hirer shall produce such licence to the Booking Clerk before commencement of the hiring. Hirers should note the premises are a no smoking venue.
23. **The premises do not hold public entertainments or performing rights licences** therefore all events must be of a private nature i.e. by invitation only or by applying for appropriate licenses.
24. **The hirer shall not** in any circumstances allow the use of the premises for subletting.
25. **The hirer is responsible for the duty of care of any children** (under 16) to comply with Supervision by adults of young people and children: there shall be one adult (over 18 years) to every 8 children (under 16 years).
26. **The maximum number of people allowed in the hall** at any one time shall be 50.
27. **The building must be vacated** by 10.30pm.
28. **The hirer shall indemnify the Council against any infringement of copyright**, which may occur during the hiring.
29. **Upon any breach of conditions** Barming Parish Council may terminate any hiring forthwith.

Rights Reserved by Barming Parish Council

30. The right of entry to the premises is reserved to any member of the Council or any other authorised agent of that Council at any time during the hiring.
31. The Council reserves the right to close the Parish Hall at any time and will endeavour to give at least one month's notice to regular hirers of such closure. No liability will be accepted for any losses incurred as a result of such closure.
32. The right to refuse the hire of the premises to any person or organisation is reserved to the Council.