



LITTLE MARLOW PARISH COUNCIL

PREMISES HIRE AGREEMENT

THIS AGREEMENT is made on _____ day of _____ 20____, between Little Marlow Parish Council (the “Council”) and the HIRER named below, whereby in consideration of the sum(s) paid to the Council, the Council permits the Hirer to use the Premises as described herein.

Booking Information			
Premises :		The Pavilion	
HIRER (name/organisation):			
Authorised Representative:			
Address:			
		Postcode:	
Email:		Phone:	
Purpose for Hiring & Description of Event:			
Hire Date:		Hire Time (please allow time for preparation and cleaning up)	
		from:	to: No. hours:
How many persons are likely to attend (see maximums in Terms):			
Is a Bouncy Castle to be used?		Yes / No	
Is your organisation based in Little Marlow?		Yes / No	
Are you a parishioner of Little Marlow?		Yes / No	

I, the HIRER, agree to observe and perform the provisions and stipulations contained or referred to in the Council’s TERMS and CONDITIONS of PREMISES HIRE as annexed hereto (an understanding of which the Hirer acknowledges) together any special conditions set out below:

Signed _____ Dated _____

The Council publish their accounts online and as such your organisation/name may appear as a Hirer of our facilities. Please sign below to confirm your acceptance that your name will appear:

Signed _____ Dated _____

Please return this agreement to the Clerk email clerk@littlemarlowparishcouncil.org.uk and an invoice will be issued. Please make payment via BACS to Lloyds Bank, Little Marlow Parish Council: Act no 02066287, Sort Code: 30 95 36

SCHEDULE OF HIRE CHARGES, TIMES and MAXIMUM OCCUPANCIES				
Premises	Parishioner (on LMPC Electoral role)		Non Parishioner	
Abbotsbrook Hall Occupancy: 100	10.00 - 18.00	£16.00 per hour	10.00 - 18.00	£21.00 per hour
	18.00 - 24.00	£22.00 per hour	18.00 - 24.00	£29.00 per hour
	Friday and Saturday only:			
	24.00 - 01.00	£94.00	24.00 - 01.00	£170.00
The Pavilion Occupancy: 70	10.00 - 18.00	£11.00 per hour	10.00 - 18.00	£14.50 per hour
	18.00 - 22.00	£17.50 per hour	18.00 - 22.00	£23.00 per hour
Little Marlow Cemetery Chapel Occupancy: 30	10.00 - 18.00	£96.00 per event	10.00 - 18.00	£96.00 per event
Please make damage deposit cheques payable to: Little Marlow Parish Council or all premises	£150.00		£200.00	

For Council use only	
Council Contact details: The Clerk, Little Marlow Parish Council, The Pavilion, Church Road, Little Marlow, Bucks SL7 3RS	
Telephone: 01628 890301	Email: Clerk@littlemarlowparishcouncil.org.uk
Special Conditions for the HIRER:	
Total Hire Charge:	Deposit:
HIRE Confirmed by the Council:	Invoice Number:

TERMS and CONDITIONS of PREMISES HIRE

If the Hirer is in any doubt as to the meaning of any of the following, the Council Clerk should be consulted.

1. Use of the Premises

The Premises are owned and managed by Little Marlow Parish Council. The Council reserves the right for any of its duly authorised officers to enter the premises at any time to check that the conditions of hire are being complied with. Use and hire of the Premises is subject to these Terms and Conditions. The Hirer should ensure that all relevant users of the Premises are aware of these TERMS and CONDITIONS of PREMISES HIRE.

2. Equal Opportunities

The Premises shall be open to all members of the community regardless of race, gender, sexual orientation, age, disability, religious or political beliefs or marital status.

3. Applying to Use the Premises

- i. Application for hire of the Premises shall be made to the Clerk of the Council.
- ii. The Council reserves the right to cancel bookings in the event the premises are required for use as a Polling Station for Parliamentary, European or Local Government Elections or By-elections in which case the hirer shall be entitled to a refund of any deposit or hiring fee already paid.
- iii. All payments must be received prior to hire.

4. Opening Hours

- i. Please refer to the SCHEDULE OF HIRE CHARGES, TIMES and MAXIMUM OCCUPANCIES for the premises opening hours.
- ii. Any use of the premises outside of these times is exceptional and must be authorised by the Clerk.

5. Maximum Occupancy Capacities

- i. Please refer to the SCHEDULE OF HIRE CHARGES, TIMES and MAXIMUM OCCUPANCIES for Maximum Occupancy for the premises.
- ii. The Maximum Occupancy must not to be exceeded under any circumstances.

6. Safety Requirements

All conditions attached to the granting of a Premises Hire shall be strictly observed, in particular:

- i. The Hirer shall not sublet, use or allow use of the premises for any unlawful purpose or unlawful way, nor do anything or bring onto the premises anything, including any highly flammable substances, which may endanger the same or any insurance policies in respect thereof;
- ii. Emergency exits must remain accessible at all times and at no time shall any obstructions be placed in front of them;
- iii. The emergency lighting supply must remain turned on during the whole time the premises are occupied and must illuminate all exit signs and routes;
- iv. Fire-fighting equipment shall be kept in its place and used for its intended purpose only;
- v. The fire brigade shall be called to any outbreak of fire;
- vi. The use of candles, naked lights, matches, lighters or smoke machines of any description is prohibited except where matches or lighters are to be used to light candle(s) on a cake;
- vii. No unauthorised heating appliances shall be used on the premises;
- viii. All electrical equipment brought onto the premises shall comply with the current Electricity at Work Regulations;
- ix. No illegal substances or offensive weapons are to be brought onto the premises.
- x. No BBQs may be used outside.

7. First Aid Boxes and Fire Extinguishers

Please refer to the Fire Safety and Health & Safety Information as detailed below for a full description of the location of first aid boxes and fire extinguishers.

8. Supervision

The Hirer must supply details of his/her name and permanent address and must be over 18 years of age, and if acting for an organisation, must supply full details of the address and charitable status (if applicable) of that organisation and the nature of that organisation.

The Hirer or person in charge of the activity shall be on the premises for the entire period of the hire or duration of the activity. When the premises or any part of them are used for the purpose of public entertainment there shall be a minimum of two persons in charge, neither of whom shall be less than 18 years of age.

During the period of hire the Hirer will be responsible for the supervision of the premises, the fabric and the contents, and 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 on the highway and the entrance to the car-park

9. Alcohol

None of the Council Premises have an alcohol licence therefore no intoxicating liquors are permitted to be sold on any part of the premises. Alcohol cannot be brought into the Premises without the express permission in writing of the Clerk whose consent must be obtained prior to the hire. Alcohol should only be consumed by 18 years old and over.

10. Smoking

All Council Premises are no smoking areas. If smoking takes place outside the building, cigarette ends must be disposed of properly.

11. Storage

The permission of the Council's Representative must be obtained before goods or equipment are left or stored at the Premises. All private equipment – bottles, glasses, stalls etc must be removed on the day on which the function takes place.

12. Loss of Property

The Council accepts no responsibility or liability for any loss, damage or injury that may occur to the property of the Hirer or any person or persons using the facilities provided except where such injury or damage to any such persons arises as a result of the Council's own negligence.

13. Car Parking

Car parking areas are small so please park with consideration. The Hirer is responsible for ensuring the respective car park is left in a neat and tidy condition. The Council reserves the right to withhold the deposit if these conditions are not met. Cars parked in the car park are at the Hirer's risk.

14. Nuisance

The Council takes nuisance seriously and asks that all users of the Premises be considerate towards other users and nearby residents. In particular:

- i. Litter shall not be left in or about the Premises.
- ii. Dogs, except aid dogs, are not permitted in the Premises. It is the responsibility of the Hirer to keep any dogs under control and to ensure the removal and disposal of all dog faeces in accordance with District Council By-laws.
- iii. The Hirer is responsible for ensuring that the noise level causes no annoyance or nuisance to any other users of the grounds and facilities, or to adjoining residents. It should be noted that noise can be considered a statutory nuisance under the Environment Protection Act 1990. Information on noise levels may be obtained from Buckinghamshire Council.

15. **Cleaning and Security**

At the end of each hiring, the Hirer shall be responsible for leaving the premises and surrounds, including the car park in a clean and tidy condition, all waste material removed and properly disposed of, and the facilities properly locked and secured unless directed otherwise, any furniture and equipment temporarily removed from their usual positions properly replaced, otherwise the Council shall be at liberty to make an extra charge. Hirers are required to supply their own rubbish bags and their own tea towels.

16. **Tents and stalls**

The Hirer must not erect tents, stalls etc. on the grounds, nor bring vehicles onto the grounds except as agreed in advance with the Council.

17. **Bouncy Castles**

The hall insurance does **NOT** cover use of bouncy castles. Please inform the Council prior to the event if a bouncy castle is to be used.

Summary: It is the responsibility of the hirer to make sure public liability insurance is in place, especially if they are supervising the use of the castle, and not the supplier. The hall does not provide any insurance for the use of bouncy castles, and cannot accept any responsibility in the event of any accident.

Public liability insurance is what is needed, either by:

- the supplier of the bouncy castle, or
- the hirer (i.e. the person who hires the hall and hires the bouncy castle).

Any responsible supplier of a bouncy castle must have insurance, but often their public liability insurance will only cover their own liabilities and so will only apply if they themselves are present to supervise the use of the castle.

The hirer must make sure that the supplier has insurance and find out what cover is provided if the castle is not being supervised by the supplier.

If the insurance cover for the hirer applies only when the castle is supervised by the supplier, then the hirer is responsible for insurance and for proper supervision. Proper supervision means supervision by an adult over 18 years old. Insurance for a one off event can be purchased.

Bouncy castles may be used at The Pavilion/Abbotsbrook Hall under the following conditions:

When booking, the hirer must declare that they intend to have a bouncy castle. This declaration will imply a commitment to make sure that:

- The bouncy castle will be supervised at all times by an adult (over 18).
- Public liability insurance will be provided either by the supplier or the hirer.

Before the actual booking, the hirer must confirm that insurance is in place, and must provide a copy of this.

The hall reserves the right to prohibit the use of the castle, or even to cancel the booking if this is not provided.

Supervision and Safety Instructions

Hirers are required to follow these instructions.

1. The castle must be adequately secured;
2. Soft matting covering hard surfaces must be placed adjacent to the front or open sides;
3. There should be responsible adult supervision, paying close attention to the children at play at all times during its use;
4. The number of children using the bouncy castle must be limited to the number recommended in the Hire Company's safety instructions. There must be no overcrowding;
5. A rota system for different age or size groups should be operated together with the observance of any age limit of users (it is suggested that children over 10 years of age should not use the equipment);
6. All children must be made to remove footwear, hard or sharp objects such as jewellery, buckles, pens and other similar pocket contents.
7. Eating while bouncing or performing acrobatics must not be allowed.

Additionally, the hirer should ensure that the Hire Company (the supplier):

1. Fully complies with the Health and Safety Executive Guidance Note PM76 – “The Safe Operation of Inflatable Bouncing Devices” (this important guide deals with all aspects of safety);
2. Employs suitably experienced and trained adult personnel, where the Company are responsible for setting up, operation and supervision of the bouncy castle;
3. Provides written evidence of a current Public Liability Insurance Policy with a Limit of Indemnity of at least £5 million. This insurance is to cover the liability of the Hire Company. Note that this is unlikely to extend to cover the hirer of the equipment.
4. Provides written instructions about the safe setting up, operation and supervision of the equipment, and that the name and address of the manufacturer or supplier is clearly marked upon it.

18. Deposit and Indemnification

19. The Hirer shall indemnify the Council for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the Premises which may occur during the period of the hiring or as a result of the hiring. A deposit, as defined in the SCHEDULE OF HIRE CHARGES, TIMES and MAXIMUM OCCUPANCIES, is required which will be refunded if the Council is satisfied that there is no damage or contravention of the hiring conditions. Deposits may be made by cheque payable to Little Marlow Parish Council must be lodged with the Clerk/Representative prior to the commencement of hire or by BACS payment to Little Marlow Parish Council Account no **02066287, Sort Code: 30 95 36**. The cheque will be destroyed or the bacs payment refunded following the conclusion of the hire in the event no damage has occurred to the Premises. The amount of the Deposit is not the limit of Indemnification for any damage.

20. Cancellation of Bookings

Bookings confirmed by the Hirer and then cancelled 28 days or more before the date of the event will incur a 25% cancellation charge. Where bookings are cancelled less than 28 days prior to the date of the function the

cancellation charge will be 50%. The full charge will be payable where the cancellation takes place less than 14 days prior to the function.

21. Refusal to Hire

The Council can refuse any hire request based on its Terms and Conditions.

22. Entry to the Pavilion

Hirers will be given a code to the key safe to enable access.

23. Fire Safety and Health & Safety Information when hiring The Pavilion

Please READ, SIGN and RETAIN a copy for your information.

As a Hirer of The Pavilion, it is important that you are aware of Fire and Health and Safety information to ensure the safe enjoyment of using this facility.

The Pavilion consists of three main areas: The entrance foyer, changing rooms and the main hall and kitchen.

PLEASE NOTE THERE IS NO FIRE ALARM – IN CASES OF FIRE, PLEASE VACATE THE BUILDING IMMEDIATELY, PROCEED TO THE ASSEMBLY POINT AND DIAL 999.

Fire Exits	There are two fire exits. The first is situated within the main Pavilion Hall area and the second is the main entrance to the Pavilion.
Fire Extinguishers	There are 4 Fire Extinguishers: Water – situated in the Foyer Water x 2 – situated in the Hall CO ₂ – situated in the Hall, outside the Kitchen
Fire Blanket	Is situated in the Kitchen
Fire Assembly Point	Is situated in the car park
First Aid & Burns Kit	Is situated in the kitchen
Emergency Lighting	Is situated in the hall and foyer and above all exits.
Chairs	Are stored on hooks in the hall cupboard.
Tables	Are stored in the storage boxes at the the end of the hall.
Fire Doors	MUST be kept shut and not propped open.
Incident sheets	Are situated in the kitchen. Please record any accidents or mishaps

Please note:

The use of candles, tea lights, lighters is strictly forbidden. The only exception is the lighting of candles for a birthday cake which must be undertaken in a responsible manner.

Emergency Telephone Numbers:

Parish Clerk Mobile 07377 424998

Emergency Services 999
 NHS Non-Emergency Number 111
 Defibrillator 999 - Give the operator information as detailed on cabinet by front door.

CHECKLIST AS YOU LEAVE. HAVE YOU??....

Removed all rubbish from the bins and taken to main locked bins by entrance? The key for the bins is hanging on the noticeboard	<input type="checkbox"/>
Replaced chairs in the cupboard	<input type="checkbox"/>
Replaced any tables used	<input type="checkbox"/>

Ensured that all Fire doors are shut	<input type="checkbox"/>
Turned o the lights	<input type="checkbox"/>
Turned off oven	<input type="checkbox"/>
Locked the door & returned the key to the keysafe	<input type="checkbox"/>

I sign to confirm, I understand and will adhere to the above information:

Signature:

Name:

Date: