

Hiring Conditions Amberley Parish Room

Hirer: shall mean individual Hirer or the authorised representative of an organisation hiring the Premises. The Hirer shall not be anyone under 18 years of age. The Committee may require confirmation of Hirer status.

Committee: shall mean the Amberley Parish Room and Playground Management Committee. Mrs. Clare Weaver (Lettings' Secretary, Rectory Cottage, Amberley, STROUD, GL5 5JG. Tel. 01453 872602, e-mail amberleyverger@btinternet.com) is The Authorised Representative of The Committee.

Premises: shall mean Amberley Parish Room.

Agreement: shall mean the agreement to Hire the Premises and comply with the Conditions for Hire made between the Committee and the Hirer, when the Hire Agreement Form has been signed by both parties.

Hire Period: shall mean the date(s) and times stated on the Hire Agreement. The Premises are licensed for public entertainment until midnight and therefore evening use shall end at 11.30pm and the Premises be vacated by midnight.

Use of Premises: The Hirer shall not use the Premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring on to the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

Right to Refuse Hire of Premises: The Committee shall have the right to refuse permission for the Hiring of the Premises if the circumstances of the Hire are deemed by the Committee to be unsuitable for the Premises or Community.

Access to the Premises by Committee Members: Committee Members have the right to request access to the Premises at any time during a Hire.

Charges: The charges are available on request from the Lettings' Secretary. The Committee will normally review prices annually. (Changes to Hire Fees may exceptionally be made at other times at the discretion of the Management Committee to reflect changing circumstances).

Deposit: At the time of booking the Hirer will be required to pay a Deposit of £100. The Deposit shall be repaid to the Hirer within 28 days of the completion of the let, less any sums incurred by the Committee:

- in replacing any fixtures, fittings, furniture and equipment removed without authority from the Premises
- in rectifying any damage caused to the Premises and/or contents thereof during and as a result of the Hire Period
- in effecting cleaning or clearing or other rectification needed as a result of the Hirer not completing the items on the End of Hire Checklist.

If the booking is cancelled, the Committee reserves the right to keep all or some of the Deposit to cover any potential let that was lost by this booking. Any refund of the Deposit will be at the discretion of the Committee.

If a Hirer cancels a booking within 24 hours of the date, they will have to pay the full charge.

Cancellation: The Committee shall reserve the right to cancel a Hiring or vary existing regular arrangements:

- a) when the Premises are required for Church or public use, for example for a funeral or as a Polling Station. Regular Hirers may be required to find a temporary alternative venue and are strongly advised to have a contingency plan in place. This right will not be unreasonably enforced.
- b) when the Committee reasonably considers that either such Hiring would lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements or that unlawful or unsuitable activities will take place at the Premises as a result of the Hiring.
- c) if the Premises become unfit for use by the intended Hirer.

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

Payment: Full payment for the Hire of the Premises shall be made to the Committee via the Lettings' Secretary on receiving access information for the Premises or before the use of the Premises. Cheques shall be made payable to "Amberley Parish Room Management Committee". Payment by Bank Transfer is allowed.

Supervision: The Hirer shall, during the period of Hiring, be responsible for supervision of the Premises and the behaviour of all persons using the Premises whatever their capacity. The Hirer shall be responsible for the care and safety from damage (however slight) of the fabric and contents of the Premises and for change of any sort. Proper supervision of car parking arrangements must be ensured so as to avoid obstruction of the highway and in particular to ensure no vehicles are parked on the road alongside or opposite the Church railings which would prevent access for emergency services and delivery vehicles. The Hirer shall prevent the Premises being used in such a way which does or may cause a nuisance or annoyance to others in the vicinity, particularly ensuring that the minimum noise is made on arrival at and departure from the Premises. The Hirer shall ensure that the maximum number of people in the Premises does not exceed 200. The Hirer shall be the last person to leave the Premises.

Licences: The Premises are licensed for the provision of regulated entertainment such as plays, films, live music, recorded music and performance of dance and for the provision of entertainment facilities such as making music and dancing. The Premises are licensed for the sale by retail of alcohol.

Sale of Alcohol: If the Hirer wishes to sell alcohol, he/she must pay the extra amount and complete the "Alcohol Sale Agreement" and sign it to accept the conditions and to allow the Committee to authorise the sale of alcohol by the Lettings' Secretary signing on its behalf.

The Hirer shall ensure that nothing is done on or in relation to the Premises in contravention of the law relating to gaming, betting and lotteries and the Licensing Act 2003.

The licence does not allow the sale of hot food and drink after 11 p.m.

Electrical Appliance Safety: The Hirer shall ensure that any electrical appliances brought by them to the Premises and used therein shall comply with the Electricity at Work Regulations, be PAT tested and be safe, in good working order and used in a safe manner. The Management Committee disclaims responsibility for any claims or costs arising from the use of any such equipment.

Insurance: Our Private Hirers' Indemnity provides liability cover for up to three social events in a year organised by one Hirer, at the discretion of the Management Committee and providing that the Hirer does not have his/her own insurance in place.

Health and Hygiene: The Hirer shall, if preparing or serving food, observe all relevant food health and hygiene legislation and regulations.

Smoking: The Hirer shall not permit smoking on the Premises.

Sub-Letting: The Hirer is not allowed to sub-let any part of the let.

Compliance with the Children Act 1989: The Hirer shall ensure that any activities for children under 8 years of age comply with the provisions of the Children Act 1989 and that adult attendants are in attendance and that only fit and proper persons have access to the children.

Animals: The Hirer shall ensure that no animals except Guide Dogs are brought into the Premises. No animals whatsoever are to enter the kitchen.

Health and Safety: The Hirer is responsible for reading and/or being aware of the content of the Amberley Parish Room Health and Safety Policy and Arrangements and for complying with these Arrangements and Policies. The Health and Safety Policy and Arrangements are in a folder in the kitchen and on the Parish Room page on the amberley.org.uk website.

The Management Committee does not provide a full First Aid kit for general use. All Hirers of the Premises are required to make their own provision.

Hirers are furthermore advised to have access to a mobile phone throughout the event in case of emergency. There is no public telephone in the building.

Church Forecourt: The Church Forecourt is owned by the Church, and its use is not automatically included in the Hire Agreement. Parking for Church business has priority at all times and vehicular access must be allowed. Reasonable notice of intent to use will be given wherever possible. However, if the forecourt is not being used by the Church, permission may be granted to Hirers of the Parish Room for limited parking and outside play provided the following conditions are met:

Parking:

- Parking is for a maximum of 5 vehicles on the gravelled area to the right of the Church steps only.
- Access to the disabled ramp and Church steps must be kept free at all times.
- Adequate access for emergency vehicles to both Church and Parish Room must be ensured at all times.
- The gates to the forecourt must be closed after entry/exit, particularly during the months when the cattle and horses are on the Commons. If damage to Church

property occurs because of failure to do so, then the Hirer shall be responsible for any costs incurred.

Outside Play:

- The forecourt may be used when not required for Church business.
- The steps and disabled access must not be used for play.
- Access to the Church and Village Playground must be allowed through the forecourt and the notice stating that the Church is open to visitors must be displayed.

On-Street Parking: There is limited parking in the immediate vicinity of the Church and Parish Room. Vehicle users are respectfully asked to show consideration to the residents in the area. To this end, no vehicle should obstruct access to the Church or neighbouring properties. The lane alongside the Church is narrow and must be kept clear at all times for emergency vehicle and delivery van access. Cars should not be parked opposite the Church in a way which might obstruct the passage of emergency vehicles along this lane.

Access to the Premises: The Hirer shall be responsible for the collection of the access code number to open the door from the Lettings' Secretary at the beginning of the Hire. This code is for the Hirer's personal use only.

End of Hire: The Hirer shall be responsible for leaving the Premises and surrounding area in a clean and tidy condition, properly locked and secured. Any contents temporarily removed from their usual positions must be properly replaced, otherwise the Committee shall be at liberty to make an additional charge. The End of Hire Checklist given out with the Hiring Agreement must be completed and returned to the Lettings' Secretary.

Hirers' Undertakings:

The Hirer undertakes to comply with the conditions in this document, and in particular:

- to ensure that the End of Hire Checklist provided by the Lettings' Secretary is completed and returned to her
- to comply with the Health and Safety Policy
- to ensure that the neighbours are not disturbed by noise or inconvenient car parking on the roads
- to ensure that all cars are parked as set out in these conditions
- to prevent smoking in any part of the building
- to ensure that all equipment and furniture used during the Hire is cleaned and returned to its original location and condition at the end of the Hire Period
- to remove all food waste and litter from the Premises and grounds at the end of the Hire Period
- to empty fridges and freezer
- to ensure that the Premises are not entered before the agreed time and that they are vacated by the times agreed on the Hire Agreement
- to indemnify the Committee from and against all actions, proceedings, cost claims and demands or other liability that arise in any way from breach by the Hirer of any of the regulations concerned with the permitted use of the Premises.

These conditions apply to all Hiring of the Premises. If the Hirer is unsure as to the meaning of any part of the above, the Lettings' Secretary should be consulted immediately.