Halstead Parish Council

TERMS AND CONDITIONS OF PREMISES HIRE

Approved date: 12 October 2026

Effective Date: 13 October 2026

Review date: October 2027

This document supersedes all previous versions of the Terms and Conditions of Hire, including separate versions for one-off hirers, regular hirers and free-of-charge users.

1. Definitions

1.1 In these Terms and Conditions:

- **Council**: Halstead Parish Council.
- **Premises**: The venue, hall, room, pavilion, recreation ground, open space or other facility being hired.
- **Hirer**: The individual, organisation or group responsible for the booking.
- **Hire Period** means the period booked by the Hirer, includes all set-up and clear-down time (when in the time frame of hirer).

2. General Conditions

2.1 These Terms and Conditions apply to all hirers of Council premises and facilities.

2.2 Submission of a booking request constitutes acceptance of these Terms and Conditions.

2.3 The Council reserves the right to refuse any booking application without providing a reason.

2.4 The Council reserves the right to amend these Terms and Conditions at any time.

2.5 The Hirer shall be responsible for ensuring compliance with these Terms and Conditions by all persons attending or participating in the hiring.

3. Bookings and Payment

3.1 All booking requests must be made through the Council's approved booking process.

3.2 A booking shall not be confirmed until all required information has been received, and payment arrangements have been agreed.

3.3 For one-off bookings, hire fees must be paid in full before the Hire Period.

3.4 For regular hirers, invoices will normally be issued monthly.

3.5 Payment by regular hirers must be received within 10 working days of the end of the month of hire.

3.6 Where payment is not received within the period specified in Clause 3.5, an administration fee of £25.00 shall be added to the outstanding balance.

3.7 The Council reserves the right to suspend or cancel future bookings where accounts remain unpaid.

3.8 Any alternative invoicing or payment arrangements must be agreed in writing with the Parish Clerk.

4. Hire Charges and Deposits

4.1 Hire charges shall be those published by the Council and in force at the date of booking.

4.2 The Council reserves the right to amend hire charges at any time.

4.3 The Council may require a refundable security deposit of £150 before the commencement of the hire.

4.4 The deposit, or part thereof, may be retained to cover:

a) Damage to the Premises or equipment;

b) Additional cleaning costs;

c) Excessive waste disposal costs;

d) Breach of these Terms and Conditions; and/or

e) Outstanding hire fees or other charges.

5. Hire Period

5.1 Hirers must book the Premises for the total time required for their activity.

5.2 The Hire Period must include all time required for:

a) Setting up equipment, furniture and displays;

b) Preparation before the activity begins;

c) Clearing away equipment and materials;

d) Cleaning and tidying the Premises; and

e) Vacating the Premises.

5.3 Hirers shall not enter the Premises before the commencement of the booked Hire Period unless prior permission has been granted by the Council.

5.4 The Premises must be fully vacated by the end of the booked Hire Period.

5.5 Any occupation of the Premises beyond the booked Hire Period will be charged at the applicable hire rate in **15-minute increments**.

5.6 The Council reserves the right to recover any costs incurred because of a Hirer failing to vacate the Premises at the agreed time.

6. Use of the Premises

6.1 The Premises shall only be used for the purpose stated in the booking application.

6.2 The Hirer shall not permit any unlawful activity to take place on the Premises.

6.3 The Hirer shall ensure that all attendees conduct themselves in an orderly and responsible manner.

6.4 The Council reserves the right to terminate any event where these Terms and Conditions are breached.

6.5 The Hirer shall not exceed any maximum occupancy limit specified by the Council.

7. Health and Safety

7.1 The Hirer is responsible for the health, safety and welfare of all persons attending or participating in the activity.

7.2 Emergency exits, corridors and access routes must always remain clear and unobstructed.

7.3 Fire exits and firefighting equipment must not be tampered with or obstructed.

7.4 The Hirer must familiarise themselves with the fire evacuation procedures applicable to the Premises.

7.5 Any accident, injury, incident or near miss occurring during the Hire Period must be reported to the Council as soon as reasonably practicable.

8. Safeguarding

8.1 Where activities involve children, young people or vulnerable adults, the Hirer shall ensure that appropriate safeguarding arrangements are in place.

8.2 The Hirer shall comply with all relevant safeguarding legislation and guidance.

8.3 The Council reserves the right to request copies of safeguarding policies, DBS certification and other relevant documentation where appropriate.

9. Electrical Equipment

9.1 All electrical equipment brought onto the Premises must be safe, properly maintained and suitable for use.

9.2 The Council may require evidence of Portable Appliance Testing (PAT) certification.

9.3 Unsafe or defective equipment shall not be used under any circumstances.

10. Insurance and Liability

10.1 The Hirer shall be responsible for any loss, damage or injury arising from their use of the Premises.

10.2 The Council may require evidence of public liability insurance appropriate to the activity being undertaken.

10.3 The Council accepts no responsibility for loss, theft or damage to property belonging to the Hirer or any person attending the event.

10.4 The Hirer shall indemnify the Council against all claims, demands, actions, losses, damages and liabilities arising from the Hirer's use of the Premises.

11. Alcohol, Smoking and Illegal Substances

11.1 Alcohol may only be sold, supplied or consumed where permitted by law and approved by the Council.

11.2 The Hirer shall obtain any licence required for the event.

11.3 Smoking and vaping are prohibited within all Council buildings.

11.4 Illegal drugs and controlled substances are strictly prohibited on Council premises.

12. Noise and Public Nuisance

12.1 The Hirer shall ensure noise levels are kept to a reasonable level and do not cause nuisance to neighbouring properties.

12.2 The Council reserves the right from noise levels to be reduced when complaints are received.

12.3 Amplified music and entertainment must cease at the time specified by the Council which is 11:00PM

13. Equipment and Property

13.1 Council equipment, furniture and fittings must not be removed from the Premises without prior permission.

13.2 Any equipment brought onto the Premises by the Hirer must be removed immediately following the hire unless alternative arrangements have been agreed.

13.3 The Hirer shall make good, or pay for, any damage caused to Council property during the Hire Period.

14. Inflatables and Specialist Activities

14.1 Bouncy castles, inflatables and similar equipment may only be used with the prior consent of the Council.

14.2 Evidence of insurance, safety certification and risk assessments must be provided upon request.

14.3 Specialist activities must be supervised by competent and appropriately qualified persons.

15. End of Hire

15.1 At the end of the Hire Period the Hirer shall:

a) Leave the Premises clean and tidy, in the way you found it on arrival.

b) Remove all decorations, equipment and personal belongings;

c) Dispose of rubbish appropriately; This means please take all your rubbish away with you.

d) Switch off lights and equipment where applicable on leaving the premises.

e) Secure the Premises in accordance with any instructions provided.

15.2 Additional cleaning, waste disposal or repair costs resulting from the Hirer's use of the Premises shall be recoverable from the Hirer.

16. Cancellation by the Hirer

16.1 Bookings may be cancelled via email “written notice “to the Council.

16.2 Where at **least five clear working days' notice** is given, no cancellation charge shall apply.

16.3 Where **less than five clear working days' notice** is given, the Hirer shall be liable for 50% of the applicable hire fee.

16.4 Regular hirers may cancel one booked session in any three-month period without charge, provided at least five clear working days' notice is given.

16.5 Any further cancellations shall be charged in accordance with Clause 16.3.

16.6 The Council reserves the right to waive cancellation charges in exceptional circumstances at the discretion of the Clerk.

17. Cancellation by the Council

17.1 The Council reserves the right to cancel a booking where:

a) The Premises become unavailable;

b) An emergency arises;

c) Premises are required for election purposes;

d) Health and safety concerns exist;

e) The Hirer breaches these Terms and Conditions; or

f) Outstanding fees remain unpaid.

17.2 Where the Council cancels a booking, any hire fees paid in relation to that booking will be refunded.

17.3 The Council shall not be liable for any consequential loss arising from cancellation.

18. Data Protection

18.1 Personal information supplied by the Hirer shall be processed in accordance with applicable data protection legislation (GDPR).

18.2 Information will be used solely for the administration of bookings and management of Council facilities. The information will only be accessed by Parish Clerk & the Deputy Parish Clerk.

19. Acceptance

19.1 By making a booking, the Hirer confirms that they have read, understood and agree to comply with these Terms and Conditions.

19.2 The Hirer accepts responsibility for ensuring that all participants, guests, staff, volunteers and contractors associated with their event comply with these Terms and Conditions.

Approved by Halstead Parish Council

Signature: _____

Name: _____

Date: _____