

COGGESHALL PARISH COUNCIL

Village Hall, Stoneham Street, Coggeshall, Essex, CO6 1UH
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VAT: 200 989 313

Terms and Conditions for the Hire of the Village Hall

These form the Agreement between the Hirer and the Parish Council, along with the Application Form

1. The Hirer and Hire of the Premises

The Hirer must be over the age of 18 and is the person who made the application for the hire. The Hirer will only use the premises for the purposes described in the Hiring Agreement and shall not sub-hire under any circumstances.

The Hirer must be present at all times during the hire and return the key(s) as instructed. It is preferred that the Hirer for events for 16-17 year olds is a parent/guardian of an attendee, who must be present throughout the event.

2. Payment of Hire Fees and Deposit

The hire must be paid for at least one month in advance, including payment of the relevant deposit. If the booking is made less than a month before the event, it must be paid for on confirmation.

The deposit will be kept until after the hire and then returned, minus any excess charges incurred. The Hirer will be informed of any deductions from the deposit.

3. Cancellation of Hire

The Hirer must inform the Parish Council as soon as possible of a cancellation. This can be conveyed by a phone call, but must be confirmed by email or letter. Once written confirmation is received, details of the return of payment and deposit will be confirmed, however, the return of the hire fee will be at the discretion of the Parish Council, depending on the circumstances of the cancellation and notice given.

The Parish Council may need to cancel, or alter, a hire in the event of any circumstances beyond their control. If this occurs, the Hirer will be informed as soon as possible and if the event is cancelled in entirety, a full refund will be given. In the case of an alteration to the hire – e.g: change of hall, start and end times, or access to equipment or facilities – the hire charge will be altered accordingly.

4. Arrival

Please ensure that you book the entire time you require for your hire, including setting up and packing up time. This will ensure that you have enough time for your event and previous/subsequent hires are not compromised.

Please check the facilities upon your arrival and document/report any breach of conditions, such as rubbish left behind, floor not swept, kitchen left dirty etc, or any damage you think may have occurred from a previous hire. Otherwise, you may be held liable for these issues after you depart. Photos and a report may be sent to 07534 332042, or emailed to coggeshall-villagehall@btconnect.com. If the problem impacts on your hire, please contact the emergency call-out number given in item 9 below.

5. Parking

All vehicles must be parked in the car park, and not in the thoroughfare outside the front of the Hall. This area is not in the ownership of the Parish Council and the owner does not give any permission for parking for hall hires.

You may only park there for a short period for the purposes of unloading/loading for your event, with the vehicle moved to the car park in between. The car park has 2 hours free parking (for which a ticket is needed – instructions are on the ticket machine) before charges need to be paid.

Please see the charging board and ticket machines in the car park for details. The car park is managed and enforced by the North Essex Parking Partnership (NEPP). All persons are responsible for paying the correct car park charges. A penalty notice will be issued by NEPP enforcement officers for breaches. You can contact them at: parking@colchester.gov.uk or on 01206 282316 between 9am – 4pm, Monday to Fridays.

6. Supervision of the Premises, Contents and Behaviour

During the period of the hire, the Hirer is responsible for the supervision of the premises, including the fabric of the building and all contents of the hall hired. The Hirer is also responsible for the behaviour of all persons using the premises under that hire. This includes noise control, nuisance for the neighbours, and the supervision of car parking to avoid any obstruction of the thoroughfare at the front of the Hall, and the emergency exits.

No alterations, either temporary or permanent, must be made to either the premises or its contents. No blu-tack, tape or any other fixings can be used to stick items to the walls or the floor. If electric cables need to be identified for health and safety reasons, tape must not be used to stick to the flooring as it will damage the finish. Footwear likely to damage the wooden floor in the Main Hall is not permitted. Any damage will be charged for.

7. NO SMOKING OR VAPING IS PERMITTED INSIDE THE PREMISES

8. Emergency Exits, External and Internal Doors

The emergency exits are clearly signed and must not be obstructed at any time. These must only be used in an emergency, and not left open at the end of a hire.

The external doors, and internal fire doors (clearly marked) must not be propped open by door wedges or any other object.

No access is available from the Main Hall to the public toilets – a notice clearly gives these instructions, and this door must be kept properly closed at all times. The Hall toilets only to be used during a hire.

9. Emergency Call-Out

If there is a problem with the premises during your hire, please call as follows (unless other instructions given prior to hire):

Weekdays between 9.00am and 5.00pm	07534 332143
Saturdays and Sundays	07534 332084

10. Damage and Losses

The Hirer shall pay for, or arrange with the Clerk to make good, any damage to the premises or its contents, or for any loss of contents. The Hirer is responsible for all claims, losses, damages and costs made against, or incurred by, the Parish Council, its employees, volunteers, agents or invitees, including any consequent injury to persons arising out of the use of the premises (including the storage of equipment).

11. Extra Charges

Charges will be incurred for excess cleaning and tidying up resulting from the hire, the removal of rubbish or food waste, a call out charge resulting from the hire itself (such as setting off the fire alarm), failure to return the key, and any other breach or issue for which the Parish Council deem the Hirer is responsible. These charges will be retained from the deposit, with any excess charges being invoiced to the Hirer.

12. Use of Hall Tables and Chairs, and Storage Cupboard

The Hirer is responsible for the safe use of the tables and chairs, and the use of the storage cupboard. A table trolley and a chair trolley are available for use. These must be used responsibly, according to the instructions, which can be found on the store room door. When putting away the tables and chairs, these are to be stacked as per the instructions located on the walls.

For hires of the Keys Room, please make arrangements at the time of booking to access tables and chairs if required.

For safety reasons, children are not permitted to remove/return tables and chairs, or be left unattended in the storage cupboard without an adult present who is responsible for their welfare. Children must not use the table or chair trolleys.

13. Noise and Nuisance

The Hirer is responsible for the level of noise from the hire, which must be kept to a minimum, including during arrival and departure, particularly early in the morning or late at night. There are adjacent and neighbouring residential properties and residents, who must be respected at all times.

The licensed times for music and film must be adhered to, and all windows and doors should be kept closed after 10.00pm to lessen noise nuisance. The consumption of alcohol must be supervised responsibly by the Hirer to ensure hire attendees do not cause any nuisance to residents, or damage incurred.

The Hirer is responsible for any consequences from nuisance caused to a third party as a result of the hire.

14. Entertainers, Outside Catering

The Hirer will be responsible for ensuring that any outside contractors booked for entertainment, outside catering, or other activities, hold the relevant public liability insurance, DBS checks, food hygiene certificates, or relevant licences, and that they comply with any other requirements relevant to their activities. The Hirer and/or contractor will be responsible for any losses or damage incurred as a result.

15. Maximum Capacity

The maximum number of people allowed in the Halls at any one time are:

Room	Standing	Sitting
Main Hall	150	120
Keys Room	70	56
Committee Room	n/a	14

16. Kitchen

Use of the kitchen is included in the hire charge, however, if there is another hire taking place at the same time as yours, you may need to share the kitchen facilities. If this is likely to impact on your hire, please contact us beforehand so we can assist with making necessary arrangements, if possible.

The kitchen is not equipped with utensils, cooking equipment, washing up sponges or tea towels, so you will need to bring everything you require with you.

The available equipment is as follows:

Kettles x 2	Hot/cold flasks	Plates, cups, bowls on request
Double oven or main oven and grill	Fridge	Cutlery on request

17. Rubbish and Food Waste

All rubbish, including food waste, must be removed from the premises and taken home by the Hirer for disposal with their domestic waste/recycling. You will need to bring your own rubbish, recycling and food waste bags. No rubbish must be left by, or in, the bins at the Village Hall or in the car park. This constitutes fly-tipping and is subject to prosecution. A charge will be incurred to cover the removal of any waste left in or outside the Hall.

18. Departure

At the end of the hire, all furniture must be put away in the storage cupboard (or in the case of the Keys Room, as instructed at the time of booking), all rubbish and food waste removed, the floor swept, and the kitchen cleaned down. Please ensure that all the facilities, including the Hall toilets, are left in a clean and tidy condition for the next hire, and the heating is turned down to 15 degrees, if on. Any delay in leaving may incur charges if staff are detained, or a subsequent hire is impacted.

19. Licensing

The Halls are licensed as follows:

Activity	Times Permitted
Sale of alcohol	12 noon, to 11.00pm
Showing of films	12 noon, to 11.00pm
Live music	8am – 11pm
Recorded Music	8am to 11pm

Any activity outside of these parameters and categories must be agreed by the Parish Council in advance of the booking, and the appropriate licence must be obtained from the appropriate authority.

20. Music Licensing

If the Hirer is using music, they must ensure that the Hall holds the relevant licence under the Performing Rights Society (PRS) and the Phonographic Performance Licence (PPL), or, where appropriate, the Hirer must hold a licence.

The Hirer is responsible for ensuring that any activity on the premises during the period of hire does not infringe copyright or performing rights.

21. Film

The Hirer must ensure that they have the appropriate copyright licence for the films being shown. Age restrictions applying to the film being shown must be complied with, in accordance with the British Board of Film Classification. Children must not be permitted to view films outside of their age category.

22. Gaming, Betting and Lotteries

The premises cannot be used for the purpose of betting or gaming, unless authorised by the Gaming Act 1968 and/or the Lotteries and Amusements Act 1976. The Hirer is responsible for ensuring that any such activities are correctly licensed.

23. Legislative Requirements

The Hirer is responsible for ensuring that all activities adhere to the law at all times.

24. Safeguarding

The Hirer is responsible for the safeguarding of all children and vulnerable persons included in their hire at all times. All relevant legislation must be complied with, including requirements for the relevant adults to hold the appropriate criminal records check certificate via the Disclosure and Barring Service (DBS), for which a copy must be produced to the Parish Council on request.

The Hirer is responsible for ensuring that the appropriate adult-child ratio is in place for the activity, and for the welfare and safety of all children during the hire. This includes not allowing children to access areas of the building which are not included in the hire, or areas such as the storage room where the tables and chairs are stacked.

25. Health and Safety

The Hirer is responsible for the health and safety of all present at the hire, and must comply with all relevant legislation. Any accident or call-out to the emergency services must be reported to the Parish Clerk as soon as possible.

26. First Aid

A first aid box with items for small injuries is located in the kitchen.

A defibrillator is located on the wall outside the Village Hall next to the emergency exit. The code is obtained via the ambulance service by dialling 999.

27. Accidents or Dangerous Occurrences

Any accidents which occur on the premises, or any dangerous occurrences must be reported to the Parish Clerk as soon as possible, to ensure that any relevant incidents are correctly reported, and that future prevention can be secured.

28. Fire

The Hirer is responsible for ensuring adherence to the Fire Regulations below.

29. Smoke Machines, Flammable Substances and Explosives

No items falling within the above description are permitted on the premises.

A call-out to deal with the resultant fire alarm from such devices will incur an extra charge.

30. Heating

The heating is on during the autumn/winter months. The Hirer may increase the heating to a reasonable temperature during their hire by use of the thermostat within the Hall. At the end of the hire, this must be turned down to 15 degrees. The thermostats are located:

- a. Main Hall: on the wall next to the toilet door.
- b. Keys Room: on the wall next to the steps up to the bistro door.

Unauthorised heating appliances must not be used on the premises.

31. Electrical Appliance Safety

The Hirer must ensure that any electrical appliances brought on to and used on the premises are safe and in good working order. If in doubt, the Parish Council can arrange to undertake a Portable Appliance Test (PAT) on the equipment prior to the booking. This must be arranged in advance. Any damage relating to a faulty electrical item will be charged for.

32. Animals

No animals, except for guide and assistance dogs, are allowed on the premises at any time without prior written consent from the Parish Clerk.

33. Fly-posting

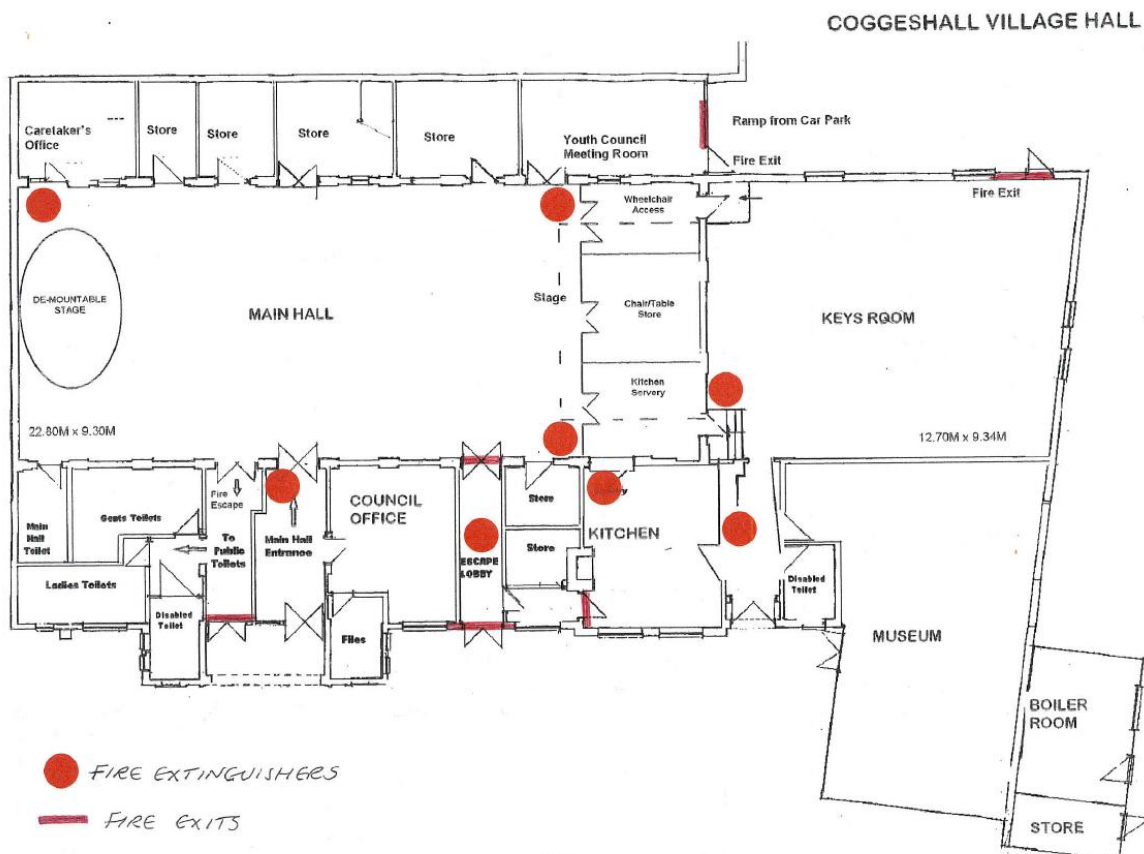
Fly-posting to advertise the Hirer's event, or provide directions, is not permitted, and the Hirer will be responsible for any actions or legal proceedings as a result.

34. Scope of Hiring Agreement

The Hiring Agreement constitutes permission only to use the premises as agreed, and confers no tenancy or other right of occupation to any person.

Fire Safety Regulations

- The Hirer is responsible for ensuring that these fire safety regulations are adhered to.
- **In the event of a fire, however small, the Hirer must evacuate the building and call the fire service by dialling 999 – Remember: GET OUT, STAY OUT, CALL 999**
- Emergency exits are clearly signed, and fire alarm points are located within each area.
- All persons must gather at the Assembly Point, which is by the charges board in the car park, opposite the glass recycling banks. A green Assembly Point sign is at the location. The Hirer must ensure that all persons present at the hire are accounted for.
- If the fire service is called out, alert the adjacent residential properties.
- All call-outs of the emergency services must be reported to the Parish Council.
- On arrival at the Hall, check the location and operating mechanism of the emergency exits and familiarise with the escape routes. Ensure that exit signs are illuminated, and report to the emergency call-out number if not.
- During the hire, all emergency exits must be kept clear of obstruction to remain accessible at all times.
- The fire doors in the Halls must not be wedged or propped open – these are clearly marked.
- Fire extinguishers are located around the premises, for the purpose of tackling small fires. If used, please follow the instructions on the extinguisher, but if in doubt, do not use, leave the building and call the Fire Service.
- Location of emergency exits, fire extinguishers and Assembly Point are illustrated below:



Assembly Point