



Marks Tey Parish Council

Parish Hall, Old London Road, Marks Tey, Colchester CO6 1EJ

Telephone: 01206 213250

Caretakers: 07940 259327

Email: caretaker@marksteyparish.org.uk

parish.clerk@marksteyparish.org.uk

Hall Booking Enquiries: bookings@marksteyparish.org.uk

Website: www.marksteyparish.org.uk

Terms & Conditions for Hire of Community Facilities

The Hirer must be aged 18 or over and is responsible for the supervision of the premises or outside space during the Hire period and must ensure the safety and good conduct of all persons attending the event/function/activity.

If inside, the Hirer need to be aware of the Fire Safety Floor Plan of the Parish Hall. All Hirers are responsible for health and safety issues, provision of information about safety procedures, fire exits, risk assessments etc.

If the Hirer is in any doubt as to the meaning of any of the conditions, please contact the Bookings Clerk as above.

The Caretakers/Hall Management team must be informed immediately of an accident or if any other emergency occurs.

BOOKINGS

- Once a booking is placed, the hirer will receive a confirmation email from the Bookings Clerk. By accepting a booking, the hirer confirms they have read and agree to be bound by the terms and conditions of hire.
- Please note we have very basic equipment within our kitchens. If you wish to supply or prepare food and refreshments, you will be required to bring your own catering equipment with you. We do have a cooker, fridge, microwave and urns, also some cups and saucers are available for use. It is advised that if you plan to cater from the kitchens that you book a viewing so you can prepare and facilitate what you require. We are not responsible for any lack of kitchen equipment. Hirers are responsible for bringing their own tea/coffee/sugar and other refreshments. Outside Caterers are allowed. Time should be allowed for setting up and cleaning up for the event.
- **Regular hirers** (Any person who has a booking which is repeated multiple times within a 12-month period) will be invoiced monthly in advance by the Bookings Clerks. All invoices clearly state that

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payment **MUST** be made within 14 days of the invoice date. Invoicing will be completed on the first week of the month where possible. If the Hirer constantly makes late payments, the Council reserves the right to cancel existing bookings and refuse future hire. All invoices will be sent by email. All new regular Hirers will be required to pay the first month's invoice in full when confirming their booking.

- All **One-off** bookings must be confirmed in writing by email. The full hire fee will then be invoiced following booking confirmation. Invoices are payable in advance of all events. Failure to make payment within this timeframe will result in the booking being cancelled.
- A damage deposit payment is chargeable on all events. The fee will be £100.00 or £50.00 (depending on the booking type). The damage deposit is refundable after the event, if the facility is left in a clean and tidy condition and no damage has occurred. The caretaker will complete closure checks and ensure that the Terms and Conditions have been adhered to. Damage deposits are refunded once a month around the 16th of each Month.
- Regular Hirers will be offered the opportunity of holding a rolling Damage Deposit.
- Standard hiring times are 7.30am - 11.30pm, and excess charge may be made for hiring outside of these times.
- Animal groups that hire the facilities must ensure that all waste/debris is disposed of hygienically. Animal faeces must be outside and disposed of using the appropriate bins supplied. Animals are not to be taken into the kitchens.
- Additional caretaking staff may be charged for, depending on the size of the event. This is to maintain high standards during hires and assist with marshalling car parking during large events.
- The Caretaking team will open the premises at the booked time and will return to lock-up at the end of the booking time. Regular hirers will be provided with a code for the automated door opening system. For the indoor facilities, the Hirer must not leave the building unattended and should wait for the Caretaker to close the building or contact them to arrange an earlier finishing time, if needed.
- Hire periods must include time for setting up and clearing away as this is part of the chargeable booking. If using any outside caterers, contractors, bar staff, entertainers etc., the Hirer is to advise they will not be able to enter before or leave after the hire period.
- If the Hirer is using any form of inflatables such as a bouncy castle or Go Karts for a party, the Hirer must supply to the bookings team a copy of the Public Liability Insurance from the supplier within 4 weeks of the booking (minimum cover £5 million). Further guidance on hiring inflatables can be found on the Parish Hall's website - Bouncy Castle Policy.
- The Hirer shall not sub-let.
- The Hire rates will be in accordance with the advertised charges made at the time of booking but may from time to time or be subject to alteration. Notice of such alterations will be given at the time of booking. All Hire Charges are reviewed annually.
- Marks Tey Parish Halls, adhere to the Data Protection Act 2018 under the General Data Protection Regulation (GDPR). Everyone responsible for using personal data has to follow strict rules called 'data protection principles' and customers information is stored in line with the current guidance, and handled in a sensitive manner.

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CANCELLATIONS

If the Hirer wishes to cancel a booking the Parish Hall's Cancellation Policy is as follows:

- Over 4 weeks' notice of cancellation given: no cancellation fee.
- 1-4 weeks' notice of cancellation given: 50% of the fee will be charged.
- Less than 1 week given: the full booking fee will be charged.

The Council retain the right of entry to the premises and may cancel any booking and seek damages if any of the terms of hire are breached or any of the activities are deemed to be objectionable.

The Council reserves the right to cancel any booking(s) in the event of:

1. the Hall being required for use as a Polling Station
2. any other statutory requirement
3. in the event of any occurrence or circumstance beyond the control of the Parish Council

In these cases, the Hirer shall be entitled to a refund.

END OF HALL HIRE

- The Hirer must leave by the end of the session time.
- Charges will be made for late departures.
- Should additional cleaning be required, a charge will be deducted from the Damage Deposit.
- The Hirer is responsible for the removal of **ALL rubbish**, including food waste, arising from their hire.
- Hirers should supply their own refuse bags for their hires waste. All bags should be placed in large bin outside provided. Failure to do so will incur a charge on the Hirer from the Damage Deposit for the disposal of the rubbish.
- The Hirer must ensure that all lights, heaters and electrical appliances are switched off and disconnected, and windows closed at the end of the hire period.

COMPLAINTS PROCEDURE

If a Hirer wants to register a complaint about the Hiring of the Community Facilities, please refer to Marks Tey Parish Council Complaints Procedure. This document can be obtained from the Clerk or is available on the website: https://marksteyparish.org.uk/?page_id=74.

ACCIDENTS

First Aid Boxes are in the entrance areas adjacent to the Main Hall, The Recreation Hall and in the Small Hall. Hirers must make themselves and those they are responsible for fully aware of any safety notices placed at the Parish Hall.

The Hirer must report all accidents involving injury to the public to a member of the Parish Hall staff as soon as possible and complete the relevant section in the Parish Hall's Accident Book which is lodged with the Assistant Parish Clerk.

CAPACITY

Hirers are required to adhere to the Parish Hall's Licence regarding the number of persons allowed in each hall. Capacities are as follows:

- The Main Hall (with stage): maximum capacity 120 people
- The Small Hall: maximum capacity 50 people

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- The Recreation Hall: maximum capacity 150 people
- The Council Room: 12 seated around a Boardroom table with extra seating at the end of the room.

CAR PARK

There are approximately 80 car spaces and 6 disabled car park spaces. This area is to be shared amongst hirers.

The car park is provided by the Parish Council for the users of all the Halls and the playing fields and does not form part of the hire agreement. Users do so at their own risk and the Council will not be held liable for any damage to cars parked on the premises.

The access drive to the car park must always be kept clear of vehicles. Vehicles must not park immediately in front of the Main Entrance to the building as this area is for emergency vehicles only.

Cars must not park on the grass unless specific arrangements have been made for use of overflow parking.

ELECTRICAL EQUIPMENT

The Hirer is responsible for checking that all electrical equipment brought into the Hall has been PAT tested and that each item has an up-to-date certification sticker.

FAILURE OF HEATING/LIGHTING

No responsibility will be accepted, or compensation paid, by the Parish Hall in the event of any failure of heating or lighting which causes the Hirer's event to be interrupted or terminated.

FAULTS/DAMAGE

Please report any faults or damage to the Caretakers or Bookings Clerk as soon as possible so it can be rectified quickly.

FIRE

On arrival the Hirer will make themselves and occupants familiar with the Fire Safety Notices, location of firefighting equipment and the action to be taken in the event of a fire.

Further information regarding Fire Evacuation Procedures and Emergency Plan for Responsible Person can be found on the Parish Hall's website.

There should be no obstruction of emergency exits, signs and lights at any time and escape routes should be free of obstruction.

In the event of a fire, however slight, The Fire Brigade must be called, and the premises evacuated. Details should be given immediately thereafter to the Caretakers on 07940 259327.

FOOD SAFETY

The Hirer shall, if preparing/serving or selling food, observe all relevant food health and hygiene legislation and regulations. Dairy products, vegetables and meat on the premises must be refrigerated and stored in
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compliance with the Food Temperature Regulations. The Hirer is responsible for all outbreaks of food poisoning.

The Hirer shall ensure that all caterers, contractors, and others supplying or serving refreshments or providing decorations comply with the legislation covering food hygiene, health safety and welfare.

If providing outdoor catering or food vans the Hirer must inform the Bookings Clerk at the time of booking so arrangements such as designated catering areas can be allocated, and Health and Safety maintained.

HEALTH & SAFETY

The Hall Management is responsible for providing a safe environment. The Hirer is responsible for all activities under their control and must ensure that persons under their control have received adequate instructions in the safe handling of all the facilities.

In the event where we feel there is reputational risk to our organisation, we have the ability to withdraw from the contract and cancel the booking of the event.

INSURANCE

The Parish Hall provides insurance cover in respect of its own buildings, furniture, fittings and outdoor facilities. This cover does not extend to goods, equipment, or anything other than that provided by the Parish Hall.

Hirers are advised to insure against any Third-Party Risks for which they may be responsible. This will particularly apply to any Hirers handling money from sale of goods at their event. If money is collected on entry or goods for an event, a copy of the Hirer's Public Liability cover is required up to £5m. No liability is accepted by the Parish Hall in connection with these transactions.

For organised outdoor activities Hirers must ensure that public liability insurance is in place during the hire period and a copy of the document given to the Council. Individual persons who undertake the role of trainer/instructor/ teacher or other instructional/supervisory role or position, must have their own public liability insurance of the value of £5 million and a copy of the document given to the Council and all the necessary Risk Assessments must be undertaken by that individual.

LICENSING AND REGULATORY REQUIREMENTS

The Premises Licence shows the full details of permitted activities. This can be viewed at the Parish Hall. The Premises Licence does not cover the sale of alcohol.

The Hirer may provide alcohol free of charge. However, if a Hirer wants to serve or sell alcohol, they must obtain a Temporary Event Notice (TEN) from Colchester City Council. Details of how to obtain a TEN can be found at www.colchester.gov.uk or by telephoning Licensing on 01206 282520.

The Parish Hall is responsible for providing a Performing Rights Society Licence (PRS) for general purposes. The Hirer is responsible for holding their own Public Performance Licence (PPL) for their given activity.

Hirers are responsible for complying with legal and Local Authority requirements including those under the headings of The Children Act, Equality and Diversity, Food Handling and Hygiene, Gaming, Betting and

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Lotteries, Health and Safety, Planning and Licensing Conditions, Safeguarding of Vulnerable Persons (including DBS checks) and control of Smoking.

The Parish Hall does not hold a TV Licence.

LOSS OR DAMAGE

The Hirer is responsible for any loss or damage caused to the Hall, its contents or outside space during the period of Hire and will be liable to repay the cost of repair and/or replacement. Any damage noticed at the start of a Hire period must be notified to the Caretaker before the Hire begins. Any damage caused during the Hire must be notified to the Caretaker at end of the Hire.

In no circumstances will the Parish Hall accept responsibility for the loss, theft or damage to property belonging to the Hirer or their group or for any personal injury suffered by anyone using the Hall, car park and surrounding areas during the period of the Hire unless it is as a direct result of the negligence of the Parish Hall or its employees.

PROHIBITED ITEMS

The use of flammable liquids, gasses and oils, dry ice/bubble machines/smoke machines and naked flames are not permitted as this will cause the fire alarms to activate.

No barbecues, fireworks or highly combustible materials will be permitted in Halls or surrounding areas.

A callout charge of £75.00 will be applied in the event of the fire alarm being set off by any of the above.

Helium balloons are only permitted if they are properly weighted down. If they become loose and entangled in the ceiling fans, the hirer is responsible and will be charged for their removal.

The use of sticky tape/drawing pins/blue tack for fixing items to the walls, floors, ceilings or woodwork and the use of multi-adaptors, multiple extension leads, and heating devices are all forbidden.

The Hirer shall ensure that no persons use, handle, or sell any illegal substance on the premises during the period of Hire.

SMOKING POLICY

No smoking, including any type of electronic smoking device, is permitted within the Halls or anywhere directly outside the premises. Please note this will set off Alarms in doing so.

A designated smoking area has been allocated outside the front of the building with appropriate bins and a bench.

SUPERVISION OF UNDER 18'S

The Hirer shall ensure that any activities for children under 8 years of age where parents are not present must comply with all statutory requirements and only fit and proper persons who have passed the appropriate Disclosure and Barring (DBS) checks.

For parties of young persons (12-18 years of age) a minimum of one adult per 10 youths is required and for children's parties (under 12 years old) one adult per 5 or 6 children is required, for supervision purposes.

For organized outdoor activities and training all necessary documentation must be shown.

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The Hirer agrees to monitor and to take all reasonable precautions for the safety of the children and young people throughout the Parish Hall including in the toilet area(s) and in the play areas.

EQUIPMENT AND FURNITURE

The Hirer is responsible for accessing and setting out any equipment or furniture required and putting this away after the booking.

Trolleys are provided for moving chairs and tables to avoid injury. Chairs and tables to be stacked in the storeroom correctly and must be put away in a clean condition. The number of tables and chairs required should be requested at the time of booking to confirm availability. Seating and other furniture must be arranged to ensure that corridors and emergency exits are free from obstruction.

VARIATIONS

The Council, at its sole discretion and without notice, reserve the right to vary these Conditions at any time.