

Condition, Regulations and Lettings procedures for the use of Skelmanthorpe Council Offices by Denby Dale Parish Council from March 2016

Introduction to Procedure

Denby Dale Parish Council own Skelmanthorpe Council Offices. The building is available for use by most groups, organisations and individuals. It is our intention that the buildings are used to their capacity helping us support many activities, events, educational opportunities and much more, to benefit the communities of the Parish and Kirklees.

The Parish Council reserves the right to refuse access to or use of the Buildings or any part of it to any applicant without giving reasons.

To help us to manage our buildings effectively, it is important that we have a structured and equitable procedure. This document covers all aspects of the procedure for use of a Parish Council community building. It is intended to provide information, advice and support to anyone wanting to use our buildings.

We recommended that you read and understand this procedure before you use the building. If there is anything you do not understand please contact an officer from the Parish Council

Application for Procedure for Hire

All applications for the hire of community facilities should be sent to:

The Clerk, Denby Dale Parish Council, Council Offices, 24 Commercial Road, Skelmanthorpe, HD8 9DA.

The person completing and signing the form must be over 18 years of age and will be deemed the Hirer. The Parish council reserves the right to refuse any application for the use of its building or to cancel a letting. The premises may be let to non-residents of Kirklees but residents shall have first consideration when bookings are allocated. The Hirer must clearly and fully state the precise purpose for which the premises are required. **The hiring will not be considered confirmed until it is confirmed in writing by the Parish council** and no public announcement of the hiring should be made until the application has been confirmed.

Application Procedure for Discount for Use of Skelmanthorpe Council Offices

All applications for a reduction in hire charges should be made on the application form before the event or attached to the booking form. **No reduction will be awarded afterwards in retrospect.** The person completing and signing the form must be over 18 years of age and will be deemed the applicant. The application will be assessed against set criteria.

The Parish council reserves the right to refuse any application.

Events that are funded by a grant from Denby Dale Parish Council will not be eligible for further reduction in room hire.

To find out further information on our discount please contact the Parish Clerk.

Payment of Charges

- Charges made will be in accordance with the scale of charges in operation at the date of the engagement.
- Payment is required in advance for all bookings.
- A refundable deposit is required for bookings regarded as Special Events (see over page), to cover any cost incurred through damage, breakages, extra cleaning, over running of events etc.
- Failure to make payment will result in the cancellation of bookings.
- The Parish council's "Financial Regulations" apply to all financial and contractual transactions.
- All cheques and postal orders must be made payable to "Denby Dale Parish Council". Please allow 10 working days for the cheque to clear before the date of the event.

- Some public and discretionary holidays may present staff availability problems, however we will try to facilitate hire, and it is recommended that as much notice as possible is given.

Cancellation

- The Parish Council reserves the right to cancel all or any bookings at any time without giving a reason. Although the Parish council will give no legally enforceable commitment, it is unlikely to happen except in the circumstance set out below:
 - Should the Parish Council be of the opinion that the engagement is likely to prove to be of an objectionable or undesirable character, it shall have full powers to cancel the booking and should any such cancellation be made the total charges made by the Hirer will be refunded but, in that event, the Parish council shall not be liable to pay any compensation to the hirer or any other person in respect of the cancellation.
 - In the case of any breakdown or failure of the supply of gas, water or electricity, fire, leakage of water, of any accident, emergency or occurrence whatsoever, leading to the temporary closure of the premises, or an interruption of any engagement during any such breakdown, the Hirer agrees that the Parish Council shall not be liable for any loss or claims arising from such closure of the premises.
- Where notice of cancellation is received within 2 weeks before the hire date, the full charge will be made.

Special Events

- Special Events are events which require special conditions agreed to by the Hirer and which the Parish council considers to require extra administration/caretaking/ cleaning/licence.
- Community Voluntary Groups will be given first option to book special events for fund raising providing that evidence of amount of monies raised is produced after the event. Charity status for fundraising must be accompanied by the relevant supporting documents. Subsequent bookings will only be accepted on production of evidence of fund raising at previous event(s).
- All bookings that support charities and are used for fundraising must have the charity number and charity address supplied on the booking form. Evidence of the amount of money raised must be sent to the Parish Council no later than two weeks after the event.
- All publicity must be agreed with the Parish Council's officer before publication and all costs are met by the Hirer.
- Any publicity costs incurred by the hirer prior to the official confirmation being processed by Parish Council are not the responsibility of the Parish Council.

Conditions of Booking

Use of Premises

- The Hirer is responsible for making sure that the premises are suitable for the purpose intended and the Parish Council will accept no responsibility or liability whatsoever in this respect. The Hirer is also responsible for making sure that the use must not interfere or conflict with arrangements made by the Parish Council for other activities.
- The Hirer shall make sure that the group using the premises is under the control of a fit and proper person and shall ensure that there will be no interference with educational or training activities taking place on the premises.
- The Hirer must not permit smoking on the premises.
- The Hirer must not without permission perform or permit any of the following during the period of hire:-
 - The taking on to the premises of any object, or performance of any act which in the opinion of the Divisional Commander of the Fire Service or the Parish Council represents a fire risk.

In the event of any breach of Conditions the Parish Council shall take necessary steps to remedy the breach and the hirer will be responsible for any costs incurred in so doing.

- The Hirer shall make sure that they are familiar with the location of all fire fighting equipment and emergency exits and procedures in the building and that during the Hirer's period of occupation of the building all emergency procedures relevant to the building are complied with.
- The Hirer is responsible for the building or part of the building hired in the absence of the Parish Council's officer. The Hirer prior to the event should obtain an emergency contact number.
- The Hirer is responsible for action in emergencies and should familiarise themselves and their helpers with the instructions provided for action in the event of a fire.

Expiration of Hire

The Hirer shall vacate the premises leaving them in a clean and tidy condition at the end of hire period and make sure all appliances are switched off, windows closed and equipment left in a clean and tidy condition. Should the Hirer, his/her agents, servants or licensees still be on the premises after the end of the hire period for any reason, he/she will be charged, in accordance with the Scale of Charges for the subsequent Hire Period of the facility and for any other charges incurred.

Any complaint about any of the arrangements connected with the premises which the Parish council may be responsible for should be made in writing within 48 hours of the end of the booking period to:

Parish Clerk , Denby Dale Parish Council, Council Offices, 24 Commercial Road, Skelmanthorpe, HD8 9DA.

Confirmation of Bookings will be subject to all conditions being met:

- The Hirer must make sure that there is no excessive noise.
- The Hirer must make sure that there is no damage to the centre or individuals.
- The Hirer must make sure that no additional cleaning is required.
- The Hirer must make sure that the removal of their equipment is within the specified time as agreed with management.
- The Hirer must make sure that there is no fly-posting.
- Late bookings are not usually accepted as these may present some problems on staff availability, however, we will try to facilitate hire but it is recommended that as much notice as possible is given.
- By signing the application form the hirer is agreeing to all the hiring conditions.
- The named applicant (the Hirer) is the only person who the Parish Council's officer will correspond with, no third parties, and all charges will be liable from the hirer.

Bazaars, Sales of Work, Exhibitions, etc.

Applicants wishing to hire the premises must submit with their application a plan showing the proposed arrangements of the stalls, stands, gangways, etc. for the approval by the Parish Council.

No Sub-Letting

The Hirer must not sub-let the premises, in whole or in part. In the event of any breach of this condition the Parish Council will cancel the hiring. All charges paid will be forfeited and neither the Hirer nor Sub-Hirer will be permitted to enter or use the premises.

Number of Persons

The local Fire Authority and Denby Dale Parish Council Building Control set the maximum number of persons allowed in each room/building. These figures must not be exceeded at any time. The Parish council also reserves the right to set lower numbers where appropriate. In no circumstances should these figures be exceeded. If these figures are exceeded the Parish council has the right to refuse admission of excess numbers.

Recordings

The Parish Council **must** be informed in advance of the broadcasting or televising of any function and it may retain the whole or part of any payment made for such recording or televising.

Fly-posting/Posters

Fly-posting is illegal under Section 224 of the town and Country Planning Act 1990 and Regulation 27 of the Advertisement Regulations 1992. It is an offence punishable by fine. Any hirer who fly-posts will be charged for their removal.

Good Order

The Hirer is responsible for good order being kept on the premises throughout the hire period. The Parish Council may charge the Hirer for any expense incurred by it in engaging police constables to preserve order prior to, during, or after any engagement on the premises.

Denby Dale Parish Council exercises care to ensure that any event, which takes place in premises controlled by the Parish council, do not go beyond the bounds of common decency. If any event results in a complaint that the bounds of common decency have been exceeded the Parish council reserves the right to refuse the group use of Parish council facilities.

Supervision of the Premises and Right of Entry

- The Hirer will at all times be responsible for the preservation of good order during the function
- The Parish Council's officer may request the presence of Police Officers or other persons as he/she may consider necessary to keep order at the function.

Right of Entry

The right of entry to the premises is reserved to the Parish Council's Officer, the Caretaker or any agent or servant of the Parish council at any time during the hiring. The Parish Council also reserves the right to refuse admission or to remove from the premises any person without stating any reason.

Stewarding

The Hirer will, when dances, stage plays or other public events are held, provide adequate stewarding to cover entrances and exits and maintain order in the parts of the premises hired including toilets, cloakrooms and corridors. A minimum of four adult stewards shall be on duty during the whole period of the letting.

The Hirer must acquaint him/herself with the following:-

- The conditions of any licence granted for the purpose of the hiring;
- The fire/bomb evacuation procedures, escape routes, assembly points, fire alarms and fire fighting equipment

When the premises are used for the purpose of a public entertainment, the Hirer will be responsible for the security of the premises whilst emergency exits remain unlocked.

First Aid Personnel

The Hirer must liaise with Centre staff to appoint a named person to take charge of the first aid arrangements, including completion of all incident forms and calling out the emergency services when required.

Child Protection

The Hirer must make sure that structures and processes are in place to safeguard vulnerable children and young people from harm, whatever their circumstances.

The Hirer is responsible for completing police checks and make sure there is compliance with the Child Protection Laws.

No activities or groups involving either young child under 8 years of age or vulnerable adults will be permitted on the premises except with the written agreement of the Denby Dale Parish council. This will require that the relevant provisions of the Children Act 1989 and subsequent legislation, the Home Office Code of Practice Safe From Harm, and any conditions required by the Office for Standards in Education (OFSTED) or by the local Social Services Department (as appropriate) are complied with before giving such permission.

The Parish Council reserves the right to exclude from the premises any organisation that fails to comply with these requirements. In the case of affiliated groups or outside hirers it is the responsibility of the organisers of the

activities concerned to make sure compliance with these requirements, so that only fit and proper persons have access to young children, and that such person shall at all times be in attendance upon children and/or young people who are on the premises for the activities concerned.

Parking

Motor vehicles must not be parked in any of the entrances or exits, or any drive or driveways or on any private road or any private parking place and consideration is given to local residents. The Parish council does not accept liability for loss or damage to any motor vehicle or its contents.

Cleaning

The Hirer is responsible for leaving the premises in a clean and tidy condition and is requested to replace all chairs and tables used, close all windows and turn off all heaters and appliances.

Consent or Approval

Any consent or approval by the Parish council under these conditions shall be in writing under the hand of the Parish Council Officer.

Seating Accommodation

All seats are to be arranged with sufficient gangways (if appropriate) so there are proper means of exit and the Hirer must keep gangways and all passages and exits free from obstruction. The Hirer must make sure that all visitors are aware of the emergency exits.

Caterers

Caterers, contractors and other persons employed by the Hirer to supply refreshments must follow all food hygiene regulations and have the relevant current food hygiene certificate and comply with other reasonable requirements of the Chief Environmental Health Officer of the Parish council.

Premises Licence

The Hirer must obtain all other licences which may by law be required in connection with any entertainment or function.

Copyright Works/Performing Rights

The Hirer shall not use, or permit use of, the premises for the performances in public of any dramatic, musical or other works or for the delivery in public of any lecture in which copyright exists, without the consent of the owner of the copyright, or in any other manner infringe any subsisting copyright. The Hirer shall indemnify the Parish council against any sums of money which the Parish council may have to pay by reason of any infringement of copyright occurring during the period of hire.

Compliance with Statutes and Regulations

The Hirer must comply with equality legislation for the prevention of discrimination on the grounds of race, disability, gender, age, religion and belief and sexual orientation, and should promote positive relations and equal opportunities. The Hirer is required, where appropriate, to provide information to the Parish council on its compliance with such legislation and its practices and procedures to prevent unlawful discrimination and to promote equal opportunities. Disabled Persons (Employment) Act 1944, Health & Safety at Work Act 1974, Children Act 1989, the Copyright Act 1988, Shops Act 1950, Betting, Gambling and Lotteries Act 1963 and Gaming Act 1968 or any statutory modification or re-enactment thereof and all obligations and requirements of any licensing authority (including the Parish council) applicable to any hiring and shall indemnify and keep indemnified the Parish council's officers from penalties, damages, costs and proceedings which they may incur in consequence of any breach or default in complying with those provisions, obligations and requirements.

Dangerous Articles

Fireworks, or any articles of an inflammable or explosive nature, or any article producing an offensive smell or which could cause damage or injury, into any part of the premises or person are not permitted on our premises unless previously agreed by Parish Council in writing.

Electrical Appliances

The Hirer must not permit any electrical equipment to be brought into any part of the premises without a current test certificate.

Noise

Organisations using amplified music are requested to keep the volume of sound to a minimum and to avoid causing any nuisance to neighbours.

Insurance

- The Parish Council's Public liability Insurance covers Parish Council legally for any bodily injury or property damage in our buildings for up to £5 million pounds.
- Within the public liability insurance Parish Council has a duty of care to make sure that the buildings we have are safe and that if damage occurs to the property or a person and this was foreseeable then we are liable.
- The Parish Council's public liability insurance only covers activities which are Parish council activities.
- Customers who are not covered under the Parish council need to provide at least £5 million worth of public liability insurance for the activity they are carrying out and they need to be advised of this.

Example

If a choir use a building for a rehearsal and are using our chairs, tables etc and none of their own equipment they still need public liability insurance even though the activity is low risk – if they had an accident where a piece of our equipment was faulty then Parish Council would be liable but if for instance they made a cup of coffee and a member of the choir got burnt from this coffee then the group would be liable.

The Parish Council will not be liable to the Hirer for any loss, damage or personal injuries (whether fatal or otherwise) or any other costs or expenses which may arise in consequence of the letting of the premises save where such injury, loss or damage is caused by the negligence of or breach of contract by the Parish Council, its servants or agents.

The Parish Council arranges its own insurance in case people are injured or their property is damaged while they are on Parish Council premises. Individuals and organisations that hire Parish Council premises can be legally responsible for injuries caused or damage to property suffered while they are using the premises. The Parish Council has therefore taken out appropriate insurance to cover hirers of Parish Council premises for the period of the hire. The hirer will indemnify the Parish Council against any loss incurred by the Parish council as a consequence of the act or default of the hirer and the Parish Council reserves the right to recover from the hirer any increased cost in the Parish Council's insurance which may arise as a consequence of claims made against the insurer in respect of injury or loss which is due to the hirers acts or default.

Candles

The hirer must not allow the use of candles for the event. Tea light candles are permitted for lighting ceremonies but must be under supervision the hirer running the event.

Bouncy Castles

We **do not** permit the use of bouncy castles or inflatable within our premises.

Damage, Loss etc.

The Hirer must indemnify the Parish Council from and against –

- All claims, demands, actions or proceedings on any loss, damage or injury which may be brought against or suffered by the Parish Council, arising from or in consequence of the non-observance or non-performance of any of these Regulations or any act, neglect, default or omission by the Hirers, his agents or servants.
- All claims, demands, actions or proceedings in respect of the death or the injury howsoever caused of or to any person which shall appear to arise from any accident or occurrence which shall happen whilst any person is on the property of the Parish Council during the period for the hire, or other damage which may be occasioned to any person by the use of the Parish council's property.
- All claims, demands, actions or proceedings on any loss, damage or injury or death which may be brought against or suffered by the Parish council, arising from any circumstances beyond the Parish council's control.

Loss, Damage or Injury

- The Hirer shall indemnify the Parish Council, its officers, its contractors, and agents from and against all claims, demands, actions, expenses, damages, penalties or proceedings arising out of or in any way connected with the hiring in respect of:
- Any loss, theft, or damage of or to any property of any person not privy to the Hiring Agreement in or upon the premises, and

- The death or injury however or by whoever causes of or to any person which shall occur while such person is in or upon the premises or any part thereof or in respect of any loss or damage suffered or sustained by any person in consequence of such death or injury.
- Hirers will be responsible for any loss or damage to clothing or other property and for any claims arising out of use of the cloakrooms.
- Under no circumstances will the Parish Council make good or accept responsibility or liability in respect of any loss, theft or damage howsoever or by whosoever caused of or to any goods or property whatsoever of the Hirer in or upon the premises or deposited with any officer or servant of the Parish Council.
- The Parish Council will not be liable for any loss to the Hirer as a result of the breakdown of equipment, a failure to supply electricity, a leakage or penetration of water, a fire or explosion, a government restriction or anything beyond their control which may cause the premises to be temporarily closed or the hiring interrupted, curtailed or cancelled.

The Parish Council gives no warranty that room(s) is legally or physically fit for any specific purpose.

Damage to Premises, Decoration, Lighting, etc.

No person or persons should drive any nail, screw, hook or any other fastening into the walls, floors, ceilings, platforms or furniture, in any way injure, damage or misuse the premises or equipment. No flags, emblems or other redecoration shall be displayed without the previous consent of the Parish council.

No placards, notices or advertisements should be placed or exhibited inside or outside the premises without the previous consent of the Parish Council.

No staging, platform, stall, stand or light erection shall be placed on the premises without the previous consent of the Parish Council .

Electrical fittings or other appliances on the premises must not be altered, removed or in any interfered with, and additional fittings or appliances must not be installed in connection with any function without the previous consent of the Parish Council.

Should any damage be done to the premises, or the furniture, fittings, apparatus, crockery, cutlery, utensils or other property of the Parish Council the cost of making good the same must be paid for by the Hirer.

Where the Hirer has signed an inventory, he/she will be required to attend the premises at a pre-arranged time after the hiring with the Parish Council officer or their duly authorised representative. Any damage to the premises or its fittings will be assessed by the Parish Council officer or their duly authorised representative. Failure to attend by the Hirer will mean any assessment of costs incurred will nevertheless be carried out. The Hirer must pay for any furniture, fittings, apparatus, crockery, cutlery, utensils or other property of the Parish Council lost or missing from the premises in connection with the engagement. The Hirer will also be responsible for the collection, washing up and storage (including drying up) of all crockery, cutlery and utensils.

Lost Property

The Parish Council will not under any circumstances accept responsibility or liability in respect of any loss of or damage to any property, articles or items placed or left upon the premises by or on behalf of the Hirer or any other person, or in connection with the hiring.

Damage to Parish council Property

The Hirer will pay to the Parish Council on demand the cost of reinstating or replacing any part of the premises or property belonging to the Parish Council in or upon the premises which has been damaged, destroyed, stolen or removed during the period of the hiring.

Failure to Comply

The Parish Council reserved the right to terminate any letting or series of lettings immediately in the event of the Hirer failing to observe or perform any of the conditions or regulations, but without prejudice to any right or remedy which the Parish Council may have against the Hirer under these conditions and regulations and the Parish Council may retain the charges paid by the Hirer.

The Parish Council reserves the right to refuse any letting if the hirer or organisation has an outstanding debt with the Parish Council.

Modification of Conditions

The Parish Council reserves the right to modify or vary any of these conditions or regulations or to impose special conditions where in its opinion, the nature of any application so demands.

Complaints

Any complaints about any of the arrangements connected with the premises which the Parish Council may be responsible should be made in writing within 48 hours at the end of the booking period to the Community Buildings Operations Manager.