

## TERMS AND CONDITIONS

1. **Definitions** In these terms of trade the following words shall have the following meanings: "the Parish Council (PC)" means " Little Berkhamsted Parish Council"; "the Customer" means the person, firm or company that engages the PC to provide the parish Facilities; "Facilities" means the Village Hall/Cricket Pavilion /Recreation Field hired for an Event; "the Event" means a regular weekly booking , a function, or specified occasion, the date(s) of which has been agreed by the parties and for which the PC is engaged to provide the Facilities; "the Facilities Hire Charge" means the amount payable by the Customer for the hire of one or more of the Facilities owned by the Parish Council as specified on the Facilities Booking Form or in the Contract; "the Hire Period" means the date(s) and times specified on the booking form or contract.

2. **Facilities Hire** a) The Customer will ensure that the Event will not be conducted and that its guests will not behave in a way which will or may constitute a breach of the law or cause a nuisance. In particular (but without limitation) the Customer shall ensure that there is no illegal betting or gaming.

b) The PC reserves the right to exclude or eject any persons from the Event who it shall reasonably consider to be objectionable (including any person engaged by the Customer to provide entertainment or perform any other duties at the Event). The Customer will be liable for any liability or damages arising thereby and shall indemnify the Parish Council accordingly save where the Customer establishes negligence or bad faith by the Parish Council.

c) At the end of the Hire Period the Customer shall remove from the facilities anything which the Customer has brought into the premises for the purposes of or in connection with the Event and shall ensure that all rooms used are clean, undamaged and free from rubbish.

d) If, in the opinion of the Parish Council, the Customer has failed to comply with clause 4 c above, the Parish Council may, in place of the Customer but at the Customer's expense, do all that is necessary to comply with that clause.

3. **Charges** a) All charges for the Facilities will be the charges quoted by the Parish Council at the time of booking or where no charge is quoted, the charge listed in the Parish Council's published price list at the date of acceptance of the Customer's booking. b) All payments are required in pounds Sterling. c) The Parish Council requires a non-refundable deposit payable at the time of booking, such deposit being equal to 50% of the facilities hire charges payable to the Parish Council. The balance amount due is payable no less than three weeks before the event as stated on the Booking Form. The Parish Council reserves the right to cancel the provision of facilities for any Event for which deposits have not been paid by the due dates. d) The Parish Council reserves the right to make additional charges for Events commencing before or after the operating hours of 07.30am – 11.30pm (facilities completely vacated by midnight). e) Customers shall pay any additional charges outstanding after the Event within 14 days of the invoice date. The Parish Council reserves the right to charge interest on overdue accounts at a rate of 2% per month. f) All queries relating to amounts invoiced must be notified in writing to the Parish Council within 7 days of the date of the Event invoice. g) If the Customer fails to make payment of any charges on the due date then, without prejudice to any other rights or remedy available to the Parish Council, the PC shall without liability to the Customer, be entitled to cancel the provision of the facilities and any orders for future hire of facilities from the Customer and charge the Customer all charges outstanding and the cost of recovery of payments outstanding.

4. **Cancellation by the Parish Council** a) The Parish Council may cancel the provision of the Facilities for an Event and forthwith terminate this Agreement and the rights granted to the Customer if:- (i) the facilities owned by the Parish Council have to be closed for reasons beyond the Parish Council's control; or (ii) The Customer is already in arrears with any payment due to the PC; or (iii) The Customer is in breach of any of these terms and conditions and fails to rectify such breach within 7 days of written request so to do by the PC ; or (iv) A petition is presented or a resolution is passed for the winding up of the Customer (except for the purpose of a reconstruction, amalgamation or members voluntary liquidation); or the Customer stops or threatens to stop payment of its debts or ceases or threatens to cease to carry on its business; or (v) An encumbrancer takes possession or a Receiver is appointed over the whole or

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part of the assets or undertaking of the Customer; or (vi) The Customer is unable to pay its debts within Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof; or (vii) An application is made to the Court under Section 9 of the Insolvency Act 1986 for an Administration Order in relation to the Customer or if the Customer passes a resolution for the making of any such application to the Court; or (viii) A proposal is made under Section 1 of the Insolvency Act 1986 for a voluntary arrangement in relation to the debts or affairs of the Customer; or (ix) The Customer shall convene a meeting of or propose to enter into any arrangement with its creditors generally; or (x) The Customer (being an individual) is adjudicated bankrupt or dies;

**5. Cancellation by the Customer** a) A confirmed booking shall only be deemed to be cancelled when the Parish Council receives written notification of the cancellation. b) Where a customer cancels the provision of the Facilities, in addition to the loss of the deposit, the Customer shall pay to the Parish Council the following charges:- (i) Over 18 weeks' notice of cancellation – No cancellation charge (ii) Between 18 and 12 weeks' notice of cancellation – 10% of full charge (iii) Between 12 and 8 weeks' notice of cancellation – 25% of full charge. (iv) Between 8 and 2 weeks' notice of cancellation – 50% full charge. (v) Less than 2 weeks' notice of cancellation - 75% of full charge.

**6. Liability** a) The Parish Council shall not be liable to the Customer by reason of any delay in performing or any failure to perform any of the Parish Council's obligations in relation to the provision of the Facilities if such delay or failure is due to any cause beyond the Parish Council's reasonable control. b) The Parish Council shall have no liability to the Customer for any consequential loss to the Customer arising out of or in connection with the provision of the Facilities pursuant to the Contract (except in respect of death or personal injury resulting from the negligence of the Parish Council) and the total liability of the Parish Council for any other loss of the Customer shall not exceed the price payable by the Customer for the Services. c) All goods of any kind placed in the care of the Parish Council are entirely at the owner's risk. d) The Customer shall be liable for any loss, damage, personal injury or death arising out of or in connection with the Event, except to the extent that such loss, damage etc. is caused by the negligence of the Parish Council, its servants or agents and the Customer indemnifies the PC against any claim brought against the Parish Council in relation to any such matters.

**7. Insurance** a) The Customer shall take out before the Event and maintain during the Hire Period insurance in respect of its liabilities under these terms and conditions with an insurer approved by the Parish Council and for an amount of cover not less than one million pounds sterling. b) The Customer shall, at the request of the Parish Council, produce before the Event a certificate of such insurance for inspection by the Parish Council.

**8. General** a) No variation to these terms and conditions shall be effective unless agreed in writing and signed on behalf of the Parish Council and the Customer. b) These terms and conditions shall prevail over any conditions offered by the Customer. c) If the expression "the Customer" includes more than one person those persons shall be jointly and severally liable under these terms and conditions. d) Any access required before 07.30hrs (8.00hrs on Sundays/Bank Holidays) may incur a minimum charge of £100. e) The use of confetti or rice within the facilities is not permitted. g) The use of fireworks and unmanned aircraft (including drones) within Little Berkhamsted facilities is not permitted. h) No naked flames/candles are allowed in the village hall and pavilion (but battery powered candles are permitted). i) Smoking is not allowed in the village hall or pavilion. k) The Customer must ensure that all safety notices displayed in and around the Facilities are complied with. l) It is the responsibility of the customer to ensure that all children are properly supervised at all times. m) All cars are parked at the owner's risk. The Parish Council will not take any responsibility for any loss or damage to vehicles or items left within. n) These terms and conditions shall be governed and construed in accordance with English Law and each party agrees to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising.