



Little Berkhamsted Parish Council

TERMS AND CONDITIONS OF HIRE

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 PC accordingly save where the Customer establishes negligence or bad faith by the PC.

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 PC the Customer has failed to comply with clause 4 c above, the PC may, in place of the Customer but at the Customer's expense, do all that is necessary to comply with that clause.

e) The Parish Council do not accept booking for 18th or 21st birthday celebrations.

3. **Charges** a) All charges for the Facilities will be the charges quoted by the PC at the time of booking or where no charge is quoted, the charge listed in the PC's published price list at the date of acceptance of the Customer's booking. b) All payments are required in pounds Sterling. c) The PC require full payment at the time of booking. d) The PC 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 PC 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 PC 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 PC, 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 PC 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 PC have to be closed for reasons beyond the PC'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 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 PC receives written notification of the cancellation. b) Where a customer cancels the provision of the Facilities, a standig charge pf £30 will be charged to the customer in the first instance from any booking to cover administration, the Customer shall additionally pay to the PC 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 4 weeks' notice of cancellation – 50% full charge. (v) Less than 4 weeks' notice of cancellation – 100% full charge.

6. Liability a) The PC shall not be liable to the Customer by reason of any delay in performing or any failure to perform any of the PC'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 PC 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 PC) and the total liability of the PC 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 PC 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 PC, its servants or agents and the Customer indemnifies the PC against any claim brought against the PC in relation to any such matters.

7. Insurance a) The Customer shall take out any necessary insurance before the Event and maintain during the Hire Period insurance in respect of its liabilities under these terms and conditions. b) The Customer shall, if requested by the PC, produce 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 PC 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/rice or coloured smoke effect bombs within the facilities (either inside or outside) is not permitted. **f)** The use of fireworks and unmanned aircraft (including drones) within Little Berkhamsted facilities is not permitted. **g)** No naked flames/candles are allowed in the village hall and pavilion (but battery powered candles are permitted). **h)** Sky lanterns and helium balloons may not be released from parish facilities. **i)** Smoking is not allowed in the village hall or pavilion. **j)** No naked flames/candles are allowed in the village hall and pavilion (but battery powered candles are permitted). **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 PC will not take any responsibility for any loss or damage to vehicles or items left within. **n)** Smoking is not allowed in the village hall or pavilion. **o)** 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.

Signed: _____

Printed: _____

Date: _____