



### Marks Tey Parish Council

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Caretaker: 07505 949645

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Hall Booking Enquiries: [bookings@marksteyparish.co.uk](mailto:bookings@marksteyparish.co.uk)  
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## Terms & Conditions of Hall Hire

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

The Hirer should be aware of the Fire Safety Floor Plan of the Village Hall. The Hirer is responsible for health and safety issues and providing information about safety procedures, fire exits, etc.

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

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

### BOOKINGS

- Once a booking has been placed the hirer will receive a confirmation email from the booking clerk. By accepting a booking, the hirer is confirming they read and agree to be bound by our terms and conditions of hall hire.
- **Regular hirers – i.e. any person who has a booking which is repeated 6 times or more in a 12 month period**  
will be invoiced monthly in advance, except where quarterly payments in advance have been agreed by separate arrangement with the Booking Clerk. All invoices will state clearly that payment **MUST** be made within 14 days of the invoice date. 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.
- **One off events**  
All bookings must be paid for in advance. A booking deposit of 50% of the hall hire fee is payable within 10 days of the booking being confirmed and **the final balance is due 21 days prior to the hire date**. Failure to make payment will result in the booking being cancelled with notification.
- For certain bookings a damage deposit of £100.00 or £50.00 (for charity events/birthday parties for children age 12 years of age and under) **is due 21 days prior to the hire date**. The damage deposit is refundable after the event, if the Hall is left in a clean condition and no damage has been incurred.

- Our standard hiring times are 9am till 22.30pm, and excess charge maybe made for hiring outside of these times.
- The Keyholder will open the premises at the booked time and will return to lock the Hall at the end of the booking time. The Hirer **must not** leave the building unattended at any time and should wait for the Keyholder to arrive to close the building or contact the Keyholder to arrange an earlier finishing time, if necessary.
- Hire periods include time for setting up and clearing away as this is chargeable. 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.
- The Hirer shall not sub-let the premises.
- The hall 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. Charges are reviewed annually.

### **Cancellations**

If the Hirer wishes to cancel a booking before the event 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 hall fee will be charged.
- Less than 1 week given: The full hall fee will be charged.

The Hall Management shall have the right of entry to the premises at all times and may cancel any booking and seek damages in the event that 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 the hall being required for use as a Polling Station, or any other statutory requirement, or in the event of any occurrence or circumstance beyond the control of the Parish Hall in which case the Hirer shall be entitled to a refund, if necessary.

### **End of Hall Hire**

The Hall must be vacated by the end of the session time - if not adhered to a surcharge may be imposed that will be deductible from the damage deposit.

Should any additional cleaning be required, due to the premises not being left in a satisfactory condition, the minimum charge for additional cleaning will be £20.00.

The Hirer is responsible for the removal of ALL rubbish, including food waste, arising from their hire and should bring their own refuse bags for this purpose. Failure to do so will incur a charge on the Hirer for the disposal of the rubbish.

The Hirer must ensure that all lights and heaters are switched off, all electrical appliances disconnected and windows closed at the end of each hire period.

### **GENERAL CONDITIONS**

#### **ACCIDENTS**

First Aid Boxes are located in the entrance areas adjacent to the Main Hall, The Recreation Hall and in the kitchen for 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 Parish Clerk.

Updated February 2021

### **BOUNCY CASTLES/INFLATABLES/GO KART PARTIES**

If the above is to be used during a hall hire, this must be notified at the time of placing a booking. A copy of the inflatable supplier's Public Liability Insurance document (minimum cover £5 million) must be provided prior to the hire date, in order for the booking to go ahead.

Further guidance on hiring inflatables can be found on the Parish Hall's website - Bouncy Castle Policy.

### **CAPACITY**

The Parish Hall's Licence with regard to the number of persons allowed in each Hall is as follows:-

- The Main Hall (with stage): maximum capacity 120 people
- The Small Hall: maximum capacity 50 people
- The Recreation Hall: maximum capacity 150 people
- The Council Room: 12 seated around a Boardroom tables with extra seating at end of the room.

### **CAR PARK**

There are approximately 80 car spaces and 6 disabled car park spaces.

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.

The access drive to the car park must be kept clear of vehicles at all times. 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 in to 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 booked event to be terminated or interrupted.

### **FAULTS/DAMAGE**

Please report any faults or damage to the Hall Management as soon as possible so that they can be rectified quickly.

### **FIRE**

On arrival the Hirer will make themselves and occupants familiar with the Fire Safety Notices, location of fire fighting 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 Hall evacuated. Details should be given immediately thereafter to the Caretaker on 07505 949645 or the Parish Clerk on 01206 213250.

### **FOOD SAFETY**

The Hirer shall, if preparing/serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in 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 a Hog Roast hirer must inform the Booking Clerk at time of booking so arrangements can be accommodated.

#### **HEALTH & SAFETY**

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

#### **INSURANCE**

The Parish Hall provides insurance cover in respect of its own buildings, furniture and fittings. 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 as a consequence of a 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.

#### **LICENSING AND REGULATORY REQUIREMENTS**

The Premises Licence shows the full details of permitted activities at the Hall. 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 at their event they need to obtain a temporary event notice (TEN) from Colchester Borough Council. Details of how to obtain a TEN can be found at [www.colchester.gov.uk](http://www.colchester.gov.uk) or by telephoning Licensing on 01206 282520.

The Hall Management will be responsible for providing a Public Performance Licence (PPL) and 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 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 or its contents 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 period of hire in the hall must be notified to Caretaker before hire begins. Any damage caused during 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 Hall or its employees.

#### **PROHIBITED ITEMS**

The use of flammable liquids, gasses and oils, dry ice/bubble machines/smoke machines, Helium balloons 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 premises or surrounding areas.

A callout charge of £20.00 will be applied in the event of the fire alarm being set off by any of the above.

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. No decorations are to be put up near light fittings or heaters.

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 premises or anywhere outside the premises except in the designated area at the front of the building.

#### **SUPERVISION**

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.

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

#### **TABLES AND CHAIRS**

The Hirer is responsible for accessing and setting out any furniture required and putting this away after the event and trolleys are provided for moving chairs and tables in order to avoid injury. Chairs and tables to be stacked in the storeroom correctly.

All tables and chairs 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 any obstruction.

#### **VARIATIONS**

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