

WEXHAM COURT PARISH COUNCIL (WCPC)

Policy and Conditions of Hire

POLICY AND CONDITIONS OF HIRE IN RELATION TO PARISH COUNCIL OWNED PREMISES

1. EXTENT OF THE POLICY

- The Policy and Conditions of Hire relate to all premises owned by Wexham Court Parish Council and Parish Hall/s.

2. CORRESPONDENCE

- All correspondence shall be addressed to the Parish Clerk, Wexham Court Parish Council, Wexham Court Parish Hall, Norway Drive, Wexham, SLOUGH SL2 5QP.
Telephone – 07803208556 or 07971 584296
Email: adil.iftakhar@wexhamcourtparishcouncil.gov.uk

3. REGULATIONS

- All Hirers of Parish Council premises are bound by the rules and regulations governing use of the premises, which are deemed to be incorporated in these conditions.

4. AGE OF HIRER

- Persons under the age of 18 years are not acceptable as hirers or as signatories to the Parish Council's documentation in relation to hire of any of the premises.

5. BOOKING PROCEDURES

- i. Bookings may be made by online through the website when operational or by contacting the clerk on the number provided above. On receipt of the required information and payment, a Booking hire agreement will be issued to the Hirer. The Hirer is required to confirm the booking by returning a signed copy of the Hire agreement to the WCPC Office or to the clerk in person.
- ii. Provisional bookings are not accepted.

6. BOOKING EXCLUSIONS

- i. Bookings will not be taken for groups that it is believed may exceed the capacity of any room or rooms as prescribed by the current Fire Regulations.

- ii. Bookings will not be taken for parties or events specifically for persons between 11 and 21 years of age.
- iii. Bookings are not taken at any of the Parish Council's venues on any Bank or Public Holidays i.e. New Year's Day, Good Friday, Easter Monday, Early May Bank Holiday, Spring Bank Holiday, Summer Bank Holiday, Christmas Day and Boxing Day and any other Public Holiday that may be announced from time to time. Bookings are generally not taken during the Parish Council's Christmas closure on Christmas Eve until the New Year return to work date (the Parish Office will advise of opening hours). Bookings may be taken on the above, provided the hourly rate is charged more than the normal rate of hire at the discretion of the clerk.
- iv. The Council will not hire premises for purposes that conflict with its policies on Equality and Diversity, Safeguarding, Counter Terrorism and Security and/or that are in breach of the Equality Act 2010, Children Act 2004, Care Act 2014 and the Counter Terrorism and Security Act 2015. This legislation will also be taken into account when considering whether to accept a booking. The Council also reserves the right to not hire premises to people or organizations whose views and / or conduct are not in accordance with the Public Sector Equality duty to:
 - a. Eliminate unlawful discrimination, harassment and victimization
 - a. Prevent people being drawn into terrorism
 - b. Advance equality of opportunity between different groups
 - c. Foster good relations between different groups
- v. The Council will not hire premises for purposes that are likely to cause offence to public taste and decency, except where the possible offence is balanced or outweighed by other factors (e.g. freedom of expression or artistic merit). This will ultimately be determined by the Chairman of the council or in his absence Vice-chairman who will make a determination as to whether to hire the premises.
- vi. The Council will report individuals and / or organizations to the Police if it is believed that they may have committed a public order or incitement to hatred offence (or any other criminal offence) on Council premises.
- vii. When hiring the premises, the Council expects the Hirer to observe exemplary standards of behaviour and conduct with regard to safeguarding children and vulnerable adults. The Hirer is responsible for being fully aware of issues concerning the safeguarding of children and vulnerable adults. Any possible risks involved in proposed activities must be considered by the Hirer and appropriate action must be taken to protect everyone involved.
- viii. The Council reserves the right to cancel any bookings where the safeguarding conditions within its safeguarding policy are not adhered to. This will include any incident where a group has allowed a person or people to help with running a group in any capacity without formal notification to the venue or without enhanced DBS checks being made available for inspection

7. HIRE CHARGES

- i. The charges for the hire of each of the Parish Council's premises and services provided shall be those as determined, from time to time, by the Parish Council.
- ii. The Parish Council's Policy is to review hire charges annually, coming into effect on the 1st of April each year or as soon as thereafter.
- iii. Where a booking is made for a date or dates after the date on which the Council's reviewed charges come into effect, the scale of charges determined at the review shall be those applicable to the Hirer.

8. DEPOSITS

- i. The taking of a deposit shall be at the discretion of the Parish Clerk and shall not exceed £200.00.
- ii. The deposit shall be paid at the time the hire agreement signed for the hire and is refundable subject to the conditions in the following paragraph. The clerk will have the discretion not to charge any deposit for regular or other hirers as he deems appropriate.
- iii. The Council may make deductions from the deposit for damage to property and equipment, the need for additional cleaning after the event and any additional costs incurred by the Council associated with servicing the event outside the agreed times and terms of hire.

9. ADDITIONAL CHARGES

- i. Any other charges due from the Hirer shall be invoiced by the Council as soon as is practicable after the date of hire.
- ii. Additional charges shall include costs due from the Hirer for damage, breakages, additional hire time, additional cleaning time (where the Hirer has left the premises in an unacceptable condition) or for any other item referred to in these conditions.

10. PAYMENT OF HIRE CHARGES

- i. Payment of charges will be notified to the Hirer by way of a Hire agreement/ invoice.
- ii. When premises are hired by an Occasional Hirer for bookings of five or less sessions, a hire agreement/invoice will be drawn prior to the booking. Payment must be made at the time of booking.
- iii. Where a booking is made with less than seven days' notice, payment of the amount due must be made in full immediately.

- iv. Where payment is not received as directed, the hire may be subject to cancellation at the discretion of the Parish Clerk or other authorised officer.
- v. Late payment of any invoice may, at the discretion of the Parish Clerk, attract an administration fee of £10 per week, beyond the due date of the invoice.

11. METHODS OF PAYMENT

Payments for hire may be made in the following ways:

- a) By cheque – payable to Wexham Court Parish Council – and sent to the address stated above or delivered personally to the Parish Office
- b) By cash – in person at the Clerk/RFO (do NOT send cash by post)
- c) By Bank Transfer – please contact the Parish Office for details
currently, the Parish Council is unable to accept payment by credit or debit card.

12. CANCELLATION POLICY

- i. In the event of a cancellation by the Hirer twenty-eight days or more prior to the event, a full refund will be given for any monies paid, providing notification of the cancellation is given in writing.
- ii. In the event of a cancellation by the Hirer with less than twenty-eight days' notice, a refund is at the discretion of the Parish Clerk.
- iii. Bookings are accepted by the Parish Council on the basis of the information supplied by the Hirer. In the event that any information given as to proposed use, number of persons attending or any other relevant factor is found to be incorrect, the Parish Council reserves the right to cancel the booking. In such cases, a refund will be considered by the Parish Council, on application by the Hirer in writing.
- iv. All of the Community venues owned by the Parish Council are registered Polling Stations and as such, Wexham Court Parish Hall will be closed on those days when, Parliamentary and/or local elections are held. Where possible, the Parish Council will endeavour to find alternative accommodation within their venue. Notification of forthcoming elections will be given to the Hirer as soon as possible.
- v. Bookings may be cancelled by the Parish Council for the essential safety of the Hirer or for operational reasons. Notification of the cancellation will be given to the Hirer as soon as possible. The decision of the Parish Council in this regard is final. Every attempt will be made by the Parish Council to provide alternative premises, where possible. The hirer will be given a full refund of any monies paid in respect of such a cancellation.

13. PURPOSE OF HIRE AND SUB-HIRING

- The Hirer shall not use the premises for any purpose other than that described in the Hire agreement and shall not sub-hire the premises to any other person or organization.

14. INDEMNITY AND INSURANCE

- i. The Hirer shall be liable for and indemnify the Parish Council against any liability, cost, claim or proceedings whatsoever arising under any statute or at Common Law in respect of any default or injury however or by whoever caused by or to any persons which shall occur while such person is in or on any part of the premises; or in respect of any loss or damage suffered or sustained by any person in consequence of any such default or injury, other than arising from the Parish Council's negligence. The Parish Council reserves the right to require any Hirer to produce evidence that the necessary insurances referred to in the above paragraph have been taken out and are in force at all material times.
- ii. Hirers are asked to consult their own insurers so as to safeguard themselves in the event of their being held liable for any claim, demand, action or proceedings in this connection.
Public Liability Hirers, other than those hiring for a non-paying function such as anniversary parties, birthday parties, funerals etc. will be required to produce Public Liability insurance to a level recommended by the Parish Council's insurers. Small non-constituted groups that meet as a group of friends to enjoy activities of mutual interest will be covered by the Parish Council's Public Liability Insurance.
- iii. All Parish Council owned premises are insured against claims arising out of the Parish Council's negligence.

15. GOOD ORDER

- i. The Hirer shall be responsible for good order being kept through the period of hire.
- ii. The Parish Council may make an additional charge for any expenses incurred in engaging the Police or other personnel to preserve order prior to, during or after the period of hire.

16. SECURITY – Wexham Court Parish Hall

- The Hirer (or their representative) must be present in the building at all times during the agreed hire period. At no time must the building be left empty and unlocked and unalarmed. At the end of the hire period, Hirers must wait for the caretaker or representative of the Parish Council to arrive before vacating the building.

17. PERSONAL INJURY AND LOSS OR DAMAGE TO PROPERTY

- i. The use of the premises and equipment, facilities and amenities, including car parking where available is permitted solely at the Hirer's own risk. The Parish Council shall not be liable for any injury to any Hirer or any employee, invitee or guest of the Hirer; or for loss or damage to any property.
- ii. Any property and effects in the premises belonging to the Hirer shall be at their sole risk; and unless previously agreed by the Parish Council, if such equipment, property and effects are not removed at the end of the hire, an additional charge may be made.

18. RISK ASSESSMENT

- Every hirer is responsible for performing a Risk Assessment prior to each and every use of the premises. The Parish Council, May at its discretion, require a copy of the Risk Assessment.

19. ILLEGAL OR UNLAWFUL ACTIVITIES

- The Hirer shall not cause or permit the premises to be used for any unlawful or illegal activity. The Parish Council reserves the right to cancel the hire immediately and any monies paid will be forfeited. The Parish Council will report evidence of illegal activities on the premises to the Police and assist with their enquiries.

20. UNDESIRABLE SUBSTANCES

- i. No article of an inflammable, explosive, dangerous, noxious, intoxicating or offensive nature may be brought onto the premises without the written permission of the Parish Council.
- ii. Candles, smoke and bubble machines must not be used in any premises owned by the Parish Council due to the automatic fire alarms.
- iii. Hirers must keep helium filled balloons weighted, so that they do not rise to the ceiling and cause activation of the automatic alarm systems.

21. SMOKING

- In accordance with the law, smoking is not permitted in any premises owned by the Parish Council.

22. EMERGENCY PROCEDURES

- i. At the commencement of any period of hire, the caretaker on duty will point out the location of all fire exits and assembly points and any other emergency procedures that may be in place.
- ii. It is the responsibility of the Hirer to familiarize themselves with the means of escape from the premises and to ensure that any person at the period of hire requiring a Personal Evacuation Plan is identified.
- iii. The Hirer shall ensure that all fire exits (internal and external) and common parts of the premises are kept free of any obstruction and shall immediately remove anything deemed to be an obstruction at the request of the caretaker on duty or other authorised officer of the Parish Council.
- iv. All rooms within each of the premises have a maximum number of people allowed to use each room either seated at tables or for dancing, which have been set by the Fire Service.
- v. It is the responsibility of the Hirer to ensure that the maximum numbers are not exceeded. The hire will be stopped immediately by the caretaker in charge or other authorised officer of the Council if the number of people in any room exceeds the permitted maximum. In the event of an emergency, the Hirer shall comply with all directions given by any authorised officer of the Council; or any member of the Emergency Services; or any other statutory body or agency.

23. ELECTRICAL SAFETY

- i. Any electrical equipment brought to the premises for use by a Hirer should carry an up-to-date PAT certificate.
- ii. The Parish Council will offer an annual service to Regular Hirers to enable electrical equipment used on the premises to be tested by a PAT registered electrical inspector.
- iii. The electrical circuits in the premises must not be overloaded by the attachment of excessive quantities of electrical equipment. The maximum loading on the circuits must not exceed 30amps. Should any damage occur to the electrical circuitry of the premises by overloading or by the use of faulty equipment, the Hirer will be responsible for the cost of any call out charges, repairs etc. to reset circuits.

24. RIGHT OF ENTRY

- The Parish Council reserves the right for any authorised officer of the Parish Council, the Police, Fire Brigade or any other statutory body to enter the premises at all

times; and the right to require the Hirer to refuse admission to or remove from the premises any disorderly person or persons, which may cause danger or damage to the premises.

25. EQUIPMENT PROVIDED BY THE COUNCIL

- i. The kitchens at each of the premises provide basic items. Each kitchen also has a cooker.
- ii. The kitchens in each of the premises are not intended for the preparation and cooking of full scale meals but for warming food and cooking small items only.
- iii. Deep fat frying is not permitted in any of the kitchens in each of the premises.
- iv. Hirers shall be responsible for ensuring that all small electrical appliances (kettles and tea urns) are switched off at the mains at the end of the hire.
- v. Chairs and tables are available at each of the premises at no charge.
- vi. It is the responsibility of the Hirer to report any damage or defect to; or the loss of any equipment to the caretaker on duty or to the Parish Office.
- vii. Equipment owned by the Parish Council, such as tables and chairs, will not be loaned or hired out to any third party for use outside of Parish Council premises.

26. CLEANLINESS

- i. All Hirers shall leave all areas of the premises which have been hired clean and tidy and in an acceptable condition, including kitchen appliances.
- ii. Black rubbish sacks will be provided for Occasional hirers for functions such as a birthday party to dispose of rubbish in the Parish Council's refuse bins, the location of which will be pointed out by the caretaker on duty.
- iii. The location of brooms, dustpans and brushes and mops will be pointed out by the caretaker on duty for use by Hirers at the end of hire, as appropriate.

27. ACCIDENTS

- i. The Hirer must report all accidents involving injury to the public to the caretaker on duty or other authorised officer, as soon as reasonably practicable.

- ii. There is a legal requirement under the RIDOR Regulations to report certain types of accident or injury. The form to be used in such instances is prescribed and assistance will be given, if required, by the Parish Clerk.

28. ALCOHOL

- The Parish Council's venues are not subject to a Premises Licence. If it is the intention of the hirer to sell or supply alcohol, it is the Hirer's responsibility to make an application to Slough Borough Council for a Temporary Event Notice. A copy of the Notice, when obtained, must be provided to the Parish Office. It is the responsibility of the Hirer to ensure that the provision and serving of alcohol is in accordance with the Licensing Act 2003.

29. BROADCASTING AND FILM RIGHTS

- i. A Hirer, hiring any Parish Council owned premises, shall not be granted broadcasting or film rights without the prior consent of the Parish Clerk.
- ii. If such consent is given, the Parish Council reserves the right to take part in any negotiations, to be party to the terms and condition of any agreement reached and to share in any income and publicity derived therefrom.

30. PUBLIC PERFORMANCE AND COPYRIGHT WORKS

- i. It is the Hirer's responsibility to ensure that there is no infringement of copyright during any period of hire and the Hirer shall agree to indemnify the Parish Council in respect of any liability arising from any infringement of copyright or performance rights.
- ii. The Hirer shall comply with the requirements of the Performing Rights Society Limited in relation to all musical work in the Society's repertoire.
- iii. The use of the stage lighting and other production equipment at Wexham Court Parish Hall may only be used subject to permission being given by the Parish Clerk or other authorised officer and may be subject to supervision by an authorised officer of the Parish Council.

31. MUSIC AND DANCING

- i. The Hirer shall observe all statutes, regulations and bylaws in relation to music and dancing in public places.

- ii. Wherever possible, windows and doors shall be kept closed during all events involving music held at the Parish Council's premises, so as to avoid disturbance to neighboring premises.
- iii. Hirers should ensure that their employees, invitees or any other person associated with the Hirer leave Parish Council premises quietly and to minimize noise outside the premises.
- iv. It is recommended that any electrical equipment brought to the premises for use by a Hirer should carry an up-to-date PAT Certificate.

32. SERVICES AND ALTERATIONS

- No additions or alterations shall be made to the gas, water or electrical supplies, any electrical equipment; and no structural or other alterations shall be made to the fabric of the building; nor to any of the furniture, fixtures, fittings or other property in the premises; nor any attachment by way of hooks, nails, screws or any non-removable substance e.g. glue, shall be made of any equipment or materials to the fabric or structure of the building without the express permission of the Parish Clerk. Any such permission shall be subject to any terms and conditions as may be stipulated.

33. CHILDREN AND YOUNG PERSONS

- i. The Hirer shall ensure that any activities for children under the age of eight years complies with the provisions of the Children Act 1989 and any other relevant legislation; and that only fit and proper persons have access to the children.
- ii. The Hirer shall take responsibility for all children in their care at all times while they are on Parish Council premises.
- iii. The Parish Council will not assume responsibility for the care or welfare of any unaccompanied child or children.
- iv. Any suspicious behaviour should be reported immediately to the caretaker on duty or other authorised officer of the Council; or to the Police.

34. ANIMALS

- i. The Hirer shall ensure that no animals (including birds) are brought onto Parish Council premises, unless prior permission has been given by the Parish Clerk.

- ii. Assistance dogs are welcome on Parish Council premises, providing they are accompanying their owner.

35. INFLATABLE BOUNCING DEVICES

- i. It is the responsibility of the Hirer to ensure that that the company from which the equipment is hired (the Company) fully complies with the guidance 'The Safe Operation of Inflatable Bouncing Devices' issued by the Inflatable Play Inspections Schemes.
- ii. It is the responsibility of the Hirer to ensure that the Company employs suitably experienced and trained adult personnel, where the Company is responsible for Setting up, operation and supervision of the Bouncy Castle.
- iii. It is the responsibility of the Hirer to ensure that the Company provides written evidence of a current Public Liability Insurance Policy with a limit of indemnity of at least £1 million.
- iv. If the Hirer is to operate the Bouncy Castle, it is the responsibility of the Hirer to ensure that they are provided, by the Company, with written instructions about the safe setting up, operation and supervision of the equipment and that the name and address of the manufacturer or supplier is clearly marked upon it.
- v. Children should not be allowed to use the Bouncy Castle if there is a high wind or in wet weather.
- vi. The Bouncy Castle must be adequately secured to the ground and situated away from possible hazards.
- vii. Soft matting covering hard surfaces must be placed adjacent to the front or open sides. Users should not be allowed to obstruct the entrance or exit. No-one should be allowed to play on the step or front apron of a Bouncy Castle.
- viii. There should be responsible adult supervision paying close attention to the children at play at all times during its use.
- ix. The number of children using the Bouncy Castle must be limited to the number recommended in the Hire Company's safety instructions. There must be no overcrowding.
- x. A Rota system for different age or size groups should be operated, together with the observance of any age limit of users (it is suggested that children over the age of 10 years should not use the equipment).
- xi. All children should be made to remove footwear, hard or sharp objects such as jewelry, buckles, pens and other similar pocket contents.

- xii. Eating or performing acrobatics must not be allowed. No Inflatable Bouncing Device is permitted to be erected on the hard surfaces outside of any of the Parish Council owned venue without the prior consent of an authorised officer of the council.

The above is guidance only and is not a comprehensive guide. Further information may be obtained from <http://www.pipa.org.uk/publicBestPractice.pdf>

36. FLYPOSTING

- i. Flyposting on vacant shop premises, street furniture, trees etc. is an offence and makes an offender liable, on summary conviction, to substantial penalties.
- ii. An unauthorized and illegal display of posters may result in the cancellation of a booking and may be taken into account when considering accepting future bookings of any Parish Council premises.

37. ADVERTISING AND OTHER SIGNAGE

- i. Notice boards are provided at Parish Council premises to advertise a variety of events and Hirer's activities at each of the Parish Council premises, subject to the approval of the Parish Clerk.
- ii. Any inappropriate, offensive, commercial or non-relevant posters, flyers or stickers will be promptly removed.
- iii. Advertising and signage on the outside of any Parish Council premises are subject to approval by the Parish Council; and may also require planning consent and the consent of the Highway Authority.

38. LOTTERIES, RAFFLES AND GAMING

- No gaming, betting games or lotteries shall be carried on or be allowed to be carried on in any of the Parish Council premises, except those games made lawful by the Betting, Gaming and Lotteries Acts; and then only if the statutory provisions are complied with.

39. END OF HIRE

- All periods of hire at all Parish Council owned premises shall cease at the following times. Monday to Thursday 11pm, Friday and Saturday 12pm & Sunday 11pm.

40. NOISE

- i. It is the responsibility of the Hirer to ensure the effective supervision of the arrangements and the activities in the premises during the period of hire and for the prevention of disorderly behaviour, so as to ensure that no nuisance or annoyance is caused to nearby residents.
- ii. It is the responsibility of the Hirer to ensure that the Hirer and the Hirer's employees, invitees and guests make the minimum of noise and disturbance on arrival at and departure from the premises; and in the immediate environment of the premises.

41. COMPLAINTS

- Any complaint by the Hirer in respect of the use of Parish Council premises or the arrangements for that use shall be made in writing to the Parish Clerk, within seven days of the date of hire. In the event of a complaint being made, the Parish Council's Complaints procedure will be followed.

42. CHANGES TO POLICY AND CONDITIONS OF HIRE

- The Parish Council reserves the right to amend this Policy and the Conditions of Hire at any time; and any changes to the Policy and Conditions of Hire shall be notified to all Hirers.
The Policy and Conditions of Hire in force at the date of hire shall be those which are applicable to the hire.

43. DATE OF REVIEW

- This Policy and the Conditions of Hire will be reviewed at the annual meeting of Council in May.