

Gutterscroft Hire Agreement

THIS AGREEMENT is made between Haslington Parish Council (the “**Council**”) and the HIRER named below, whereby in consideration of the sum(s) paid to the Council, the Council permits the Hirer to use the Premises as described herein.

I, the HIRER, agree to observe and perform the provisions and stipulations contained or referred to in the Council’s TERMS and CONDITIONS of PREMISES HIRE as annexed hereto (an understanding of which the Hirer acknowledges) together any special conditions set out below:

Signed _____

Organisation _____

Dated _____

The Council publish their accounts online and as such your organisation/name may appear as a Hirer of our facilities. Please sign below to confirm your acceptance that your name will appear:

Signed _____

Organisation _____

Dated _____

Please return this agreement to the Clerk and an invoice will be issued in accordance with the agreements with the Hirer.

Schedule of Hire Charges

Hirers will be charged £10 an hour for use of the building (regular hirers)

For occasional hirers, the first hour is charged at £20 and subsequent hours at £10.

This will be reviewed on an annual basis and will be discussed with Hirers before any charges are introduced

TERMS and CONDITIONS of PREMISES HIRE

If the Hirer is in any doubt as to the meaning of any of the following, the Council Clerk should be consulted.

1. Use of the Premises

The Premises are owned and managed by Haslington Parish Council. The Council reserves the right for any of its duly authorised officers to enter the premises at any time to check that the conditions of hire are being complied with. Use and hire of the Premises is subject to these Terms and Conditions. The Hirer should ensure that all relevant users of the Premises are aware of these TERMS and CONDITIONS of PREMISES HIRE.

2. Equal Opportunities

The Premises shall be open to all members of the community regardless of race, gender, sexual orientation, age, disability, religious or political beliefs or marital status.

3. Applying to Use the Premises

- i. Application for hire of the Premises shall be made to the Clerk of the Council.
- ii. The Council reserves the right to cancel bookings in the event the premises are required for use as a Polling Station for Parliamentary, Local Government Elections or By-elections in which case the hirer shall be entitled to a refund of any deposit or hiring fee already paid.
- iii. All payments must be received prior to hire.

4. Opening Hours

- i. The Gutterscroft is available for hire between the hours of 7:30am and 11:00pm.
- ii. the premises outside of these times is exceptional and must be authorised by the Clerk.

5. Maximum Occupancy Capacities

- i. The maximum occupancy of the Gutterscroft Centre is 50 persons.
- ii. The Maximum Occupancy must not to be exceeded under any circumstances.

6. Safety Requirements

All conditions attached to the granting of a Premises Hire shall be strictly observed, in particular:

- i. The Hirer shall not sublet, use or allow use of the premises for any unlawful purpose or unlawful way, nor do anything or bring onto the premises anything, including any highly flammable substances, which may endanger the same or any insurance policies in respect thereof;
- ii. Emergency exits must remain accessible at all times and at no time shall any obstructions be placed in front them;
- iii. The emergency lighting supply must remain turned on during the whole time the premises are occupied and must illuminate all exit signs and routes;
- iv. Fire-fighting equipment shall be kept in its place and used for its intended purpose only;
- v. The fire brigade shall be called to any outbreak of fire;
- vi. The use of candles, naked lights, matches, lighters or smoke machines of any description is prohibited except where matches or lighters are to be used to light candle(s) on a cake;
- vii. No unauthorised heating appliances shall be used on the premises;

- viii. All electrical equipment brought onto the premises shall comply with the current Electricity at Work Regulations;
- ix. No illegal substances or offensive weapons are to be brought onto the premises.
- x. No BBQs may be used outside.

7. First Aid Boxes and Fire Extinguishers

Please refer to the Fire Safety and Health & Safety Information as detailed below for a full description of the location of first aid boxes and fire extinguishers.

8. Supervision

The Hirer must supply details of his/her name and permanent address and must be over 18 years of age, and if acting for an organisation, must supply full details of the address and charitable status (if applicable) of that organisation and the nature of that organisation.

The Hirer or person in charge of the activity shall be on the premises for the entire period of the hire or duration of the activity. When the premises or any part of them are used for the purpose of public entertainment there shall be a minimum of two persons in charge, neither of whom shall be less than 18 years of age.

During the period of hire the Hirer will be responsible for the supervision of the premises, the fabric and the contents, and their care, safety from damage however slight, or change of any sort, and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction on the highway and the entrance to the car-park

9. Alcohol

None of the Council Premises have an alcohol licence therefore no intoxicating liquors are permitted to be sold on any part of the premises.

Alcohol cannot be brought into the Premises without the express permission in writing of the Clerk whose consent must be obtained prior to the hire. Alcohol should only be consumed by 18 years old and over.

10. Smoking

All Council Premises are no smoking areas. If smoking takes place outside the building, cigarette ends must be disposed of properly.

11. Storage

The permission of the Council's Representative must be obtained before goods or equipment are left or stored at the Premises. All private equipment – bottles, glasses, stalls etc must be removed on the day on which the function takes place.

12. Loss of Property

The Council accepts no responsibility or liability for any loss, damage or injury that may occur to the property of the Hirer or any person or persons using the facilities provided except where such injury or damage to any such persons arises as a result of the Council's own negligence.

13. Car Parking

Car parking areas are small so please park with consideration. The Hirer is responsible for ensuring the respective car park is left in a neat and tidy condition. The Council reserves the right to withhold the deposit if these conditions are not met. Cars parked in the car park are at the Hirer's risk.

14. Nuisance

The Council takes nuisance seriously and asks that all users of the Premises be considerate towards other users and nearby residents. In particular:

- i. Litter shall not be left in or about the Premises.

- ii. Dogs, except aid dogs, are not permitted in the Premises. It is the responsibility of the Hirer to keep any dogs under control and to ensure the removal and disposal of all dog faeces in accordance with Council By-laws.
- iii. The Hirer is responsible for ensuring that the noise level causes no annoyance or nuisance to any other users of the grounds and facilities, or to adjoining residents. It should be noted that noise can be considered a statutory nuisance under the Environment Protection Act 1990. Information on noise levels may be obtained from Cheshire East Council.

15. Cleaning and Security

At the end of each hiring, the Hirer shall be responsible for leaving the premises and surrounds, including the car park in a clean and tidy condition, all waste material removed and properly disposed of, and the facilities properly locked and secured unless directed otherwise, any furniture and equipment temporarily removed from their usual positions properly replaced, otherwise the Council shall be at liberty to make an extra charge. Hirers are required to supply their own rubbish bags and their own tea towels. Washing up liquid and dishcloths are supplied, a mop and bucket, and vacuum cleaner are available for the hirer in case of accidental spills.

16. Tents and stalls

The Hirer must not erect tents, stalls etc. on the grounds, nor bring vehicles onto the grounds except as agreed in advance with the Council.

17. Bouncy Castles

The hall insurance does **NOT** cover use of bouncy castles. Please inform the Council prior to the event if a bouncy castle is to be used.

Summary: It is the responsibility of the hirer to make sure public liability insurance is in place, especially if they are supervising the use of the castle, and not the supplier. The hall does not provide any insurance for the use of bouncy castles, and cannot accept any responsibility in the event of any accident.

Public liability insurance is what is needed, either by:

- the supplier of the bouncy castle, or
- the hirer (i.e. the person who hires the hall and hires the bouncy castle).

Any responsible supplier of a bouncy castle must have insurance, but often their public liability insurance will only cover their own liabilities and so will only apply if they themselves are present to supervise the use of the castle.

The hirer must make sure that the supplier has insurance and find out what cover is provided if the castle is not being supervised by the supplier.

If the insurance cover for the hirer applies only when the castle is supervised by the supplier, then the hirer is responsible for insurance and for proper supervision. Proper supervision means supervision by an adult over 18 years old. Insurance for a one off event can be purchased.

Bouncy castles may be used at The Gutterscoft under the following conditions:

When booking, the hirer must declare that they intend to have a bouncy castle. This declaration will imply a commitment to make sure that:

- The bouncy castle will be supervised at all times by an adult (over 18).
- Public liability insurance will be provided either by the supplier or the hirer.
- The maximum height of the bouncy castle can be accommodated within the ceiling height of the hall.

Before the actual booking, the hirer must confirm that insurance is in place, and must provide a copy of this.

The hall reserves the right to prohibit the use of the castle, or even to cancel the booking if this is not provided.

Supervision and Safety Instructions

Hirers are required to follow these instructions.

1. The castle must be adequately secured;
2. Soft matting covering hard surfaces must be placed adjacent to the front or open sides;
3. There should be responsible adult supervision, paying close attention to the children at play at all times during its use;
4. 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;
5. 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 10 years of age should not use the equipment);
6. All children must be made to remove footwear, hard or sharp objects such as jewellery, buckles, pens and other similar pocket contents.
7. Eating while bouncing or performing acrobatics must not be allowed.

Additionally, the hirer should ensure that the Hire Company (the supplier):

1. Fully complies with the Health and Safety Executive Guidance Note PM76 – "The Safe Operation of Inflatable Bouncing Devices" (this important guide deals with all aspects of safety);
2. Employs suitably experienced and trained adult personnel, where the Company are responsible for setting up, operation and supervision of the bouncy castle;
3. Provides written evidence of a current Public Liability Insurance Policy with a Limit of Indemnity of at least £5 million. This insurance is to cover the liability of the Hire Company. Note that this is unlikely to extend to cover the hirer of the equipment.
4. Provides 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.

Deposit and Indemnification

18. The Hirer shall indemnify the Council for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the Premises which may occur during the period of the hiring or as a result of the hiring. A deposit is required which will be refunded if the Council is satisfied that there is no damage or contravention of the hiring conditions. Deposits must be paid prior to the commencement of hire. The deposit will be refunded following the conclusion of the hire in the event no damage has occurred to the Premises. The amount of the Deposit is not the limit of indemnification for any damage.

19. Cancellation of Bookings

Bookings confirmed by the Hirer and then cancelled 28 days or more before the date of the event will incur a 25% cancellation charge. Where bookings are cancelled less than 28 days prior to the date of the function the cancellation charge will be 50%. The full charge will be payable where the cancellation takes place less than 14 days prior to the function.

20. Refusal to Hire

The Council can refuse any hire request based on its Terms and Conditions.

21. KEYS to the Gutterscroft – PLEASE NOTE - IMPORTANT

Hirers will either be met at The Gutterscroft at the start of their hire period by a Council representative so that they can access the centre or they will be supplied prior to the hire period with a key and key code so that they can access the centre independently. As most Hires are made in advance, it is the responsibility of the HIRER to ensure that they understand which method they will be accessing the centre. Please allow sufficient time is made to receive the KEY before the date of Hire. Any keys loaned to the hirer will need to be returned as soon as practically possible after the period of hire. Any lost keys can incur further charges.

22. **Fire Safety and Health & Safety Information when hiring The Gutterscroft**

Please **READ, SIGN and RETAIN** a copy for your information.

As a Hirer of The Gutterscroft, it is important that you are aware of Fire and Health and Safety information to ensure the safe enjoyment of using this facility.

The Gutterscroft consists of three main areas: The entrance corridor, main hall, kitchen area and toilets.

PLEASE NOTE THERE IS NO FIRE ALARM – IN CASES OF FIRE, PLEASE VACATE THE BUILDING IMMEDIATELY, PROCEED TO THE ASSEMBLY POINT AND DIAL 999.

Fire Exits	There are three fire exits. All fire exits are within the main hall and face the playing field. (one at each end and one in the middle).
Fire Extinguishers	There are 4 Fire Extinguishers: Water – situated in the Foyer Water x 2 – situated in the Hall CO ₂ – situated in the Hall, outside the Kitchen
Fire Blanket	Is situated in the Kitchen
Fire Assembly Point	Is situated in the car park
First Aid & Burns Kit	Is situated in the kitchen
Emergency Lighting	Is situated in the hall and foyer and above all exits.
Chairs	Please DO NOT stack any higher than 8 high
Fire Doors	MUST be kept shut and not propped open.
Incident sheets	Is situated in the kitchen. Please record any accidents or mishaps

Please note:

The use of candles, tea lights, lighters is strictly forbidden. The only exception is the lighting of candles for a birthday cake which must be undertaken in a responsible manner.

Emergency Telephone Numbers:

Emergency Services	999		
NHS Non-Emergency Number	111		
Council Representatives	01270 581148	Janet Griffith	Chair of Gutterscroft Committee
	07734 691019	Sam Green	Chair of Haslington Parish Council
	07450 854961	Wayne Salisbury	Clerk/RFO to the Council

Defibrillator (located at Cosey Club) 999 - Give the operator information as detailed on the cabinet.

CHECKLIST AS YOU LEAVE. HAVE YOU??...

Removed all rubbish from the bins and taken to main bin by entrance?	<input type="checkbox"/>
Stacked chairs – no more than 8 high	<input type="checkbox"/>
Replaced any tables used	<input type="checkbox"/>
Ensured that all Fire doors are shut	<input type="checkbox"/>
Turned off the lights	<input type="checkbox"/>
Locked the door & returned the key	<input type="checkbox"/>

I sign to confirm, I understand and will adhere to the above information:

Signature:

Name:

Date: