

Tintwistle Parish Council

Community Hall and Field Hire Policy, Terms and Conditions



Adopted 14 th May 2025	Reviewed:	Next review due 14 th May 2028
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Introduction

The parties to any hiring of Tintwistle Community Hall or field are:

- The Parish Clerk acting on behalf of Tintwistle Parish Council and
- The individual hirer, or where the hirer is an organisation, the authorised representative of that organisation.

If you are in any doubt as to the meaning of any of the conditions, you must seek clarification from us without delay. Where you must seek our consent, tell us about something or give us something, you must speak to or seek consent from the Parish Clerk (tpcounciloffices@aol.com) or telephone on 07726 272271.

The Hirer, not being a person under 18 years of age, accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all standard conditions relating to management and supervision of the premises are met.

General Information

Hire Period

30 additional minutes is included free of charge in each hire period for preparation/cleaning up, usually 15 minutes immediately prior to the booking and 15 minutes immediately after. In some circumstances more than 15 minutes may be required, and this should be included in the booking.

Opening and closing the village hall

The community hall keys will be collected from and returned to a named individual (normally advised when all fees due have been paid) and, after locking up, must be returned there immediately.

You should ensure that any outside caterer, contractors, and guests are aware of the hire period and that they will not be able to enter before or leave after the hire period.

You should note that guests are expected to vacate the premises within fifteen minutes of the end of the agreed hire period.

Signing In and Out

On arrival and departure, a designated person should sign all guests in and out of the premises using the signing-in book in the main hall. Where this is likely to be time-

consuming given the number of people attending, as an alternative, a guest list for the event/activity should be prepared in advance and kept by a designated person at the event for safekeeping in case required in the event of an evacuation of the premises.

Payment of Fees

The following rates have been set from March 2025 and include hiring of the Main Hall (including full use of kitchen and facilities, suitable for a small to medium function and ideal for an activity group)

- £10 for the first two hours
- £10 per hour following this.

Hire rates for the hall AND field will be agreed upon request. Lower rates may be offered where events/activities are for community rather than commercial benefit.

Regular or ongoing bookings

You will be invoiced regularly, usually monthly, and expected to pay in the timescale quoted on the invoice.

Occasional Hirers

At the time of the booking, you must pay a minimum of 50% of the cost of the booking as a deposit. You must pay the remaining balance of the booking not less than seven days before the event for which you hire the premises.

Payment and Refund of Fees

Where possible, payments quoting your name and hiring date should be made direct to the following bank account:

For BACS payments please quote the following to your bank:

Name of account holder: **Tintwistle Parish Council**

Name of bank: **Unity Trust Bank**

Bank Account number: **20462275**

Bank Sort code: **60-83-01**

Alternatively, please make all cheques payable to: **Tintwistle Parish Council**

Refunds can be made directly to your bank account if relevant details are provided to the Clerk. Such personal information will be kept secure and used only in accordance with our Privacy Notice (see website - <https://tintwistleparishcouncil.org.uk/>)

Cancellation

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking:

- A full refund of all monies paid will be given if at least a month's notice is given.
- A 50% refund of all monies paid will be given if at least one week's notice is given.
- No monies paid will be refunded if less than 24 hours' notice is given.

We reserve the right to cancel the booking by giving you written notice in the event of:

- i. the hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, or referendum.
- ii. our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- iii. the premises becoming unfit for your intended use.
- iv. an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorms, fire, explosion, or those at risk of these or similar disasters.

In any such case, we will refund any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

Supervision

During the period of the hiring, you will be responsible for supervision of the premises, the fabric and the contents, 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 of the roads. You will be responsible for ensuring that Sexton Street is not obstructed in any way by your attendees.

There shall, in addition to you, be a minimum of one competent attendant on duty on the premises to assist people entering and leaving, none of whom will be less than 18 years of age. If most of the audience is under 16, the number of attendants shall be not less than 2 - a minimum of one steward for each 5 children is recommended.

Use of premises

You must not use the premises (including the car park and field) for any purpose other than that described in the Booking Request and must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way, nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

Capacity

The number of people inside the community hall shall not exceed 40. Where the field is hired, numbers allowed on to the field will be agreed as part of the booking process.

Insurance and indemnity

You are liable for:

- a) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage, contents, and facilities e.g., wi-fi.
- b) all claims, losses, damages, and costs made against or incurred by us, our employees, volunteers, agents, or invitees in respect of damage or loss of property or injury to people arising as a result of your use of the premises and
- c) all claims, losses, damages, and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises.

We will take out adequate insurance to insure the liabilities described in a) above and may, at our discretion and in the case of non-commercial hirers, insure the liabilities described in b) and c) above. In this case, we will claim on our insurance for any liability you incur but you must indemnify us against:

- any insurance excess incurred and
- the difference between the amount of liability and the monies we receive under the insurance policy.

Where we do not insure the liabilities described in b) and c) above, you must take out adequate insurance to insure such liability and on demand must produce evidence of cover to the Clerk as otherwise, the booking will be cancelled.

We are insured against any claims arising out of our own negligence.

Gaming, betting, and lotteries

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting, and lotteries.

Licences

You are responsible for obtaining and complying with any additional licenses required for your event/activity. You should note that we do not have a TV licence **nor are we licensed for the sale of alcohol.**

It is the responsibility of applicants to apply to the High Peak Borough Council for a Temporary Events Notice (TEN) no later than 28 days prior to holding any licensable activity (including the sale of alcohol). As the number of Temporary Events Notices is limited, prior permission from the Parish Council must be obtained. Failure to seek our authority in advance may result in cancellation of the hiring without compensation. You must provide the Parish Clerk with a copy of the TEN endorsed by the Licensing Authority.

Where appropriate, you undertake to comply with the provisions of the Licensing Act 2003 (and any regulations thereunder) and to indemnify us for any obligations thereunder, in particular to notify the Police Authority as required and not to allow the sale of alcohol to those aged under 18 or to those who are drunk or disorderly.

You must not use or employ anyone to use, any special effects equipment (e.g., lasers, smoke capsules).

Safeguarding children, young people, and adults at risk

You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

Public safety compliance

You must comply with any conditions and regulations made in respect of the

premises/event by the Local Authority or Licensing Authority, particularly in connection with any event which constitutes "regulated entertainment," at which alcohol is sold or provided, or which is attended by children.

Noise

You must ensure that minimal noise is made on arrival, during the event and on departure, particularly late at night and early in the morning.

Drunk and disorderly behaviour and supply of illegal drugs

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour, no one attending the event consumes excessive amounts of alcohol and no illegal drugs are brought onto the premises.

Food, health, and hygiene

If you plan to serve or sell food on the premises, you are responsible for ensuring that you do so in accordance with all relevant food, health and hygiene legislation and regulations including the Food Safety (Temperature Control) Regulations 1995.

Food preparation should not take place at the premises as the kitchen facilities are limited.

Electrical appliance safety

You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

Stored equipment

You must not store equipment or related kit belonging to you or your organisation in the hall without our permission. This will normally only be approved for village groups or for other 'regular' hirers. Where we authorise you to store equipment, you must ensure that it is stored neatly in the area allocated. We accept no responsibility for any stored equipment or other property brought onto or left at the premises. All equipment and other property (other than stored equipment) must be removed at the end of each hiring.

Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

First Aid, Accidents, and dangerous occurrences

Hall hirers should identify their own trained first aiders. In the event of a medical emergency, an ambulance should be called by dialing 999.

You must report all accidents involving injury to the public to us as soon as possible and note incidents/accidents in the Accident Book which is situated with the First Aid box located in the entrance corridor.

Should a cardiac arrest be suspected, the nearest defibrillators can be found at:

- The Conservative Club, New Road
- The Village Club, Church Street

Explosives and flammable substances

You must not bring or use any highly flammable or explosive substances in any part of the premises and must not erect any internal decorations of a combustible nature (e.g., polystyrene, cotton wool) without our consent.

Animals

You must ensure that Guide dogs, Hearing dogs and assistance dogs with their owners are allowed on the premises. You should not allow other animals (including birds) to be brought onto the premises.

Fly posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises.

Sale of goods

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. You must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

Internet Access and Wi-Fi

You may access the internet via the community hall's password protected wi-fi network without charge.

End of hire

You are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise we may make an additional charge. ***You are requested to separate recyclable waste – glass, tins, and cardboard - and place in receptacles in the kitchen area, after having ensured that no liquid is remaining in tins, cans, or bottles.*** You are also requested to ensure that table-tops are wiped clean.

No alterations

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations, or other articles in any way to any part of the premises without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain on the premises at the end of the hiring. Such items will become our property unless you remove them, and you must make good to our satisfaction any damage you cause to the premises by such removal.

Faults/Damage

You are requested to report any faults or damage to the Parish Clerk as soon as possible so that they can be rectified quickly.

No rights

The hiring constitutes permission only to use the premises and confers no tenancy or other rights of occupation on you.

Fire Prevention and Fire Evacuation Plan

You, or your authorised individual, must take responsibility for familiarising yourselves with the layout of the Hall and the position of fire exits and fire extinguishers, which are shown on the Fire Evacuation plan in the entrance corridor. You should also familiarise yourself, from the instructions on each fire extinguisher, with how to operate the particular extinguisher and the purposes for which the extinguisher is to be used.

You must ensure that fire exits, and escape routes are kept clear at all times, fire doors are not wedged open, exit signs are illuminated and no obvious fire hazards are on the premises.

In the event of a fire, you should follow the Fire Evacuation Plan which can be found on the entrance corridor notice board. This is to ensure that the community hall is evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called by dialling 999.

The community hall premises are on a single floor, and the layout is not complicated. The meeting room may be entered or exited through one door. If you are using this room, you should note that the fire door at the other end may be used in the event of an emergency or the side door (if unlocked).

You or your authorised individual should:

- shout to occupants to evacuate the Hall through the nearest available exit and to congregate at the 'Assembly Point' on the field near the far corner of the car park away from the vehicle entrance.
- ensure all those with additional support needs are helped safely out of the building e.g., people with hearing, mobility, or sight difficulties.
- Check that nobody remains in all rooms, including the toilets and kitchen.
- Check off the names of all those at the Assembly Point against the signing-in book or guest list.

Telephone

The community hall has no telephone, so you are advised to bring a fully charged mobile telephone for use in case of emergency.

Power Circuits/Heating

Heaters are located in the hall's meeting room. You should advise the Clerk if the hall needs to be particularly warm or cold prior to arrival. You must ensure that no unauthorised heating appliances are used on the premises without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

Car Parking

The community hall car park adjoins the hall and may accommodate parking requirements for a small number of guests.

Money and other Valuables

You should note that there are no safe facilities for secure storage of valuable items. Such items must not be deliberately left or kept on the premises.

This Policy was approved by Tintwistle Parish Council at its meeting on 14th May 2025.
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