

Abbots Langley Parish Council
Venue Hire - Terms & Conditions



Please read through these conditions of hire and sign in the appropriate box on the Booking Form, to confirm that you accept and agree to the under mentioned terms and conditions.

The Parish Council will not accept bookings if the hirer does not agree to these terms and conditions.

1. Applications

All applications for the hiring of accommodation shall be made on the relevant booking forms obtainable from:

Council Offices, Langley Road, Abbots Langley, WD5 0EJ.

Telephone: 01923 265139

Email: bookings@abbotslangley-pc.gov.uk

Website: www.abbotslangley-pc.gov.uk

Provisional bookings are held for seven days only. Bookings will only be confirmed on receipt of the completed booking form, payment of the appropriate deposit and signed agreement to these terms and conditions.

The person signing the application form shall be deemed to be the hirer. Where an application is accepted, the administration officer will issue a confirmation booking voucher, and no application shall be deemed to have been accepted until this is issued.

2. Terms of Payment

- i. A deposit of at least one-third of the total charges in respect of each hiring must accompany the application. If the application is not granted, the deposit will be refunded. If the application is granted, the balance of the charge must be paid to the administration officer not later than ten days before the date that the premises are required.
- ii. The hirer shall not sublet the hiring but may, with the consent of the Clerk surrender the hiring so that the premises may be re-let. All requests to surrender a hiring must be made in writing and delivered to the Parish Council offices.
- iii. Should the accommodation not be re-let, the whole of the charges will be payable by the hirer, unless cancellation is made at least six weeks before the date that the premises are required when only the deposit will be forfeited.
- iv. Hirers who cancel a hiring six months prior to a function will be entitled to a deposit refund, less 20% administration charge.

3. Damage Deposit

A £200 returnable deposit is required as surety against damage, payable ten days before the function. Refunds of deposits will be made by cheque, approximately seven days after the booking. (See also sec. 14 - Damage to Parish Council Property.)

4. Cleared Funds

All payments, including hiring charges and deposits, must be made no later than ten working days before a hiring date.

To ensure cleared funds, if payment or any part payment is to be made by cheque, then this must be made no later than fifteen working days prior to an event.

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5. Payment Cards

The Parish Council will accept Visa and MasterCard payments for venue hire charges. These will be subject to a surcharge.

Credit card surcharge: 3% of transaction value.

Debit card surcharge: £2.00 per transaction

The Parish Council will not accept “Cardholder not present” transactions over the telephone or email. All payment card transactions must be carried out by the cardholder in our offices.

Venue hire damage deposits can be paid by payment card and they will be subject to the above surcharges. Refund of deposits (see para. 3) cannot be made back to a payment card due to the legislation that currently governs local council payments.

6. Right to Terminate

The Parish Council reserve the right, by notice to the hirer, to terminate the Agreement and the hiring at any time, in which case the Parish Council shall give to the hirer as long a notice as possible of their intentions and shall return the deposit or the whole of the charge as the case may be, but shall not be liable for damages or otherwise in respect of their actions under this clause, nor be under any liability to the hirer for any loss or damage they may sustain by reason of such termination.

7. Conditions of Letting

All lettings are subject to the following conditions:

- i. No alterations or additions shall be made to the lighting, heating, seating, fittings, fixtures or other arrangements in the premises except with the consent in writing from the Parish Council.
- ii. Posters, banners or placards are not to be affixed to the painted walls, fixtures or fabrics so to cause damage and must not obstruct gangways, exits or entrances.
- iii. No bolts, screws, nails, tacks or sellotape shall be driven or stuck on to any part of the premises.
- iv. The use of lighted candles, vaporised imitation smoke, bubble machines, party poppers and confetti is prohibited.
- v. No article of any inflammable or explosive character, or any article producing an offensive smell, or any oil, electric, gas or other engine shall be brought into the premises without the written consent of the Parish Council.
- vii. All electrical equipment used in the premises shall conform to BSI Standards (DJ equipment, mood lighting, projection equipment etc) and have a current PAT test label.
- viii. It is the hirers responsibility to ensure that any service providers with which they contract directly, such as DJ, entertainer, caterers, etc. have appropriate levels of Public Liability insurance.

8. Special Risks and Statutory Obligations

In every letting there shall be deemed to be implied on the part of the hirer an undertaking with the Parish Council strictly to observe and perform all statutory provisions and regulations, and all conditions and regulations imposed by the Justices or the County Council applicable to any hiring and to indemnify and save harmless the Parish Council, their officers and servants from all penalties damages and costs which they may incur in consequence of any breach or default in complying with any such provisions, regulations or conditions.

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9. Public Performance of Copyright Work

- i. No copyright plays, songs, monologues, dialogues or music hall shall be performed without the requisite permission having been previously obtained from the holder of the copyright.
- ii. The hirer shall give to the Parish Council, if called upon to do so, a copy of the programme or other particulars of any performance, entertainment or meeting to be given or promoted by him.
- iii. The attention of the hirer is drawn to the provisions of the Copyright Act 1911 and the Hertfordshire (Music and Dancing) Regulations 1938.

10. Excisable Liquors & Other Drinks

No excisable liquors shall be brought on to the premises by the hirer unless by prior arrangement and agreement by the Parish Council. A corkage charge will be applicable.

No other drinks (inc. non-alcoholic) maybe brought onto the premises for consumption. This excludes drinks for children under the age of five years.

11. Cloakroom Facilities

The Parish Council accept no responsibility for articles lost, deposited or damaged in any part of the premises, including the car parks and grounds.

12. Conduct of Patrons

- i. The hirer shall be responsible for the proper conduct of the persons using the premises, and in the event of any person acting in such a manner as to cause annoyance or inconvenience to other persons, the hirer shall take all necessary steps to deal with the offender.
- ii. The Parish Council, officers and agents reserve the right to refuse admission to, or remove from, the premises any person without stating any reason thereof.

13. Right of Entry by Parish Council Staff

Any authorised officer of the Parish Council shall at all times during the hiring have free ingress to and from the hired premises and instructions must be given by the hirer for their admission.

14. Damage to Parish Council Property

- i. The hirer shall repay to the Parish Council on demand the cost of reinstating or replacing any part of the premises or any property of the Parish Council therein which shall be damaged, destroyed, stolen or removed during the period of hire or arising out of the said hire.
- ii. The damage deposit is not a full and final payment of damage caused, additional fees, charges and costs will be charged to the hirer for the full repair or replacement of any damage caused during the period of hire or arising out of the said hire.
- iii. Unless the hirer shall show before the commencement of the period of hiring that any property of the Parish Council is damaged, such property shall be deemed to have been undamaged at the commencement of the period of hire.

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15. Indemnity Against Claims

The hirer shall indemnify the Parish Council against all claims, demands, actions or proceedings in respect of:

- i. The death or injury of any persons or loss of or damage to property which shall occur during the period of hire or arising out of the hiring unless caused by negligence of the Parish Council, its agents or servants.
- ii. The infringement of any copyright during the period of hire which may occur on the premises hired.

16. Ticketed Functions

No tickets are to be sold on the door of the premises on the night of the hiring, without the prior permission of the Parish Council.

17. Failure to Observe Conditions

If the hirer shall fail to observe or perform in any respect or secure the due performance or observance of others of the agreement of these terms and conditions the Parish Council may forthwith determine the hirer's rights under the agreement and affect the immediate vacation of the premises

Such determination shall not release the hirer from any of their obligations under the agreement or affect any right or remedy which the Parish Council may have under the agreement or otherwise, and the Parish Council shall be entitled to retain any monies paid by way of charge or deposit and to sue for any balance outstanding.

18. Hours of Letting

Hours of letting are governed by the Licensing Act 2003, the Premises Licence and the discretion of the Parish Council.

All hiring charges are inclusive of VAT and include bar facilities, if required.

Temporary Events Notices (for the extension of Licensing Hours), can be applied for by the Parish Council on behalf of the Hirer at the cost of £50.00, (administration fee charged by the District Council). The acceptance of a TEN's at the discretion of the District Council under the Licensing Act 2003 regulations and is NOT guaranteed. The failure to secure an extension to the Licensing hours will not be seen to be reason to cancel a function and refund monies paid or due. (Subject to paragraph 2, i, ii, iii, iv).

Use of a Parish Council self-authorized TENs to extend opening hours by thirty minutes, is subject to a £30 charge.

19. Licensing Act 2003 - Licensing Objectives

The Parish Council promote the Licensing Act 2003 and carry out its duties with a view to promoting the four licensing objectives. These are:

- The prevention of crime and disorder
- Public safety
- The prevention of public nuisance
- The protection of children from harm

20. Smoking

In accordance with current legislation all of our venues are smoke free. Smoking is not permitted in any part of our venues, including entrances lobbies and toilets. Anyone found smoking on any of our premises will be asked to leave immediately and will not be permitted re-admittance.

The Parish Council will seek to recover any additional cleaning or servicing costs caused by Hirers or their guests who breach this legislation.

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21. Unwelcome Behaviour

Abuse and aggressive behaviour is not tolerated by the Parish Council. Action will be taken to ensure the protection of other service users and staff where such behaviour occurs. Any violence, threat or harassment will be reported to the Police and where necessary, for the protection of other service users or staff, arrangements will be made to limit and control .

Staff on duty have the full authority to eject patrons who misbehave, or to close a function early in the event of any disturbance.

22. Notes.

- i. The Parish Council does not accept 18th Birthday Parties.
- ii. No person under the age of 18 will purchase, solicit to purchase or consume alcohol on any Parish Council accommodation.
- iii. Hours required and booked must be strictly adhered too. Any overrun will result in extra charges being made. A minimum rate of £75 per hour or part thereof is charged for over running in the Manor House, £60 per hour or part thereof for the Henderson Hall and Hillside Hall and £25 per hour of part thereof for over running in the Council Chambers. These charges are for running over the pre-booked allocation. Enough time should be allowed for guests to drink up and vacate the venue by the end of the allocated hours with the hall being returned to its original condition as booked.
- iv. Your allocated time booked, includes the cleaning up of the hall and returning it to the condition it was found on the commencement of hire. Any excessive cleaning required will be charged for. The Disco or entertainment must be given enough time to pack up and leave prior to the end of the booking. Any overrun in packing away the equipment, or the caterers cleaning up and leaving, will be the responsibility of the Hirer and so attract the same penalties.
- v. Kitchen preparation areas, sinks and fridge can be used by request. The use of the ovens can only be allowed on production of a valid basic food handling certificate or equivalent.
- vi. Use of crockery, ovens or other kitchen equipment will be chargeable. Refrigerators and kitchen surfaces for the setting out of food is included in the hire charge.
- vii. Any outside disco, catering companies, or self catering arranged by the Hirer must be aware that the Parish Council's Insurance Cover does not cover their own equipment, negligence or personal liability. Any cover required should be arranged directly by the Hirer.
- viii. It is the Hirers responsibility to provide the black bin bags, washing up liquid and tea towels. Each bag of rubbish is to be double bagged, tied and returned to the kitchen for the staff to dispose of.
- ix. The Hirer or their representative must be the last patron to leave the premises; they are responsible for all the guests, caterers and entertainers leaving by the allocated time. No consideration can be given to guests where taxis have not been booked or do not arrive by the end of the allocated function time.
- x. The Parish Council will not take any responsibility or liability for damage, loss or theft from/of cars parked in the car parks of any function hall. It is not recommended that cars are left unattended overnight.

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Document Revision History

Date	Version	Revision
11/12/2007	1.0	Updated version, minor amendments, see minute 380.
10/03/2008	1.01	Font changes and pdf version for website.
13/11/2009	1.02	Added Payment Cards. (Sec. 3.) (Sec. 5. in v1.03)
08/06/2010	1.03	Minor text changes. Sec. 3 & 4. moved to front page.

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