

The Chapel Community Centre, Cross Houses

Terms & Conditions of Hire

1. GENERAL

- a. These conditions shall apply to The Chapel Community Centre, Cross Houses, hereinafter referred to as “The Chapel”.
- b. These conditions shall apply to any person wishing to hire The Chapel, hereinafter referred to as “the Hirer”.
- c. The person making the booking must be at least 21 years of age and shall be deemed to be the Hirer.
- d. The Chapel will be available for bookings between 08:00 and 00:00 Monday-Saturday and 0800-23:00 Sunday at the discretion of Berrington Parish Council. The Parish Council reserves the right to refuse bookings for whatsoever reason.
- e. Bookings can only be made online at <https://hallbookingonline.com/chapel> or by emailing The Chapel administration on chapel@berringtonparishcouncil.gov.uk No ad hoc arrangements may be made between The Chapel users.

2. CHARGES

- a. The Hirer shall pay the applicable hire rates within five (5) days of receiving an invoice in order to secure the booking. Bookings are not confirmed until full payment is received.
- b. Payment of any invoices by the Hirer demonstrates acceptance of these Terms and Conditions of Hire.

3. RESERVATIONS AND BOOKINGS

- a. Bookings may be made up to twelve (12) months in advance and are provisional until full payment is made.

4. CANCELLATIONS

- a. Cancellation of bookings must be by email and the effective date will be the receipt of such notification by The Chapel's authorised representative (chapel@berringtonparishcouncil.gov.uk).
- b. In the event of a cancellation, a cancellation fee may be applicable. The cancellation fee shall be calculated as follows:
 - i. Cancellation up to three (3) months prior to the hire – no charge
 - ii. Cancellation up to one (1) month prior to the hire – 100% of the hire fee

5. AVAILABILITY

- a. For the complete duration of any hiring, the whole building, grounds and facilities remain under the full control of Berrington Parish Council and its representatives. All instructions of such persons to be complied with forthwith.
- b. The hiring of The Chapel does not entitle the Hirer to use or enter the premises at any time other than the specified hours for which the space is hired. Instructions on where and when to collect the keys to the premises will be emailed to you prior to the event.
- c. The hiring of The Chapel does not entitle the Hirer to store or leave equipment in or around the building outside the specified hours of the hire period subject to the discretion of Berrington Parish Council in appropriate cases.

- d. Berrington Parish Council may cancel the hiring on the day it has been hired to the Hirer if The Chapel is required for any of its functions or for purposes connected with municipal or parliamentary elections or with any National Referendum. As much notice will be given as possible in the circumstance. In any such event Berrington Parish Council shall not be liable to the Hirer other than for the return of any hire charges already paid.
- e. Berrington Parish Council reserves the right to close The Chapel or any part thereof for cleaning, repair, or other maintenance purposes, or in the event of the building becoming unfit for hire due to fire, flood, civil commotion or industrial action at any time. In such event Berrington Parish Council shall reimburse the Hirer whose booking is in any way affected, such proportion of the hire charges already paid as Berrington Parish Council shall deem to be reasonable in the circumstances but shall not incur any other liability to the Hirer.
- f. Whilst every effort will be made to ensure that items of furniture, utensils and equipment included within the accommodation at The Chapel are maintained in a proper condition, repair and/or replacement, Berrington Parish Council does not accept any responsibility for deficiencies which may exist at the time of the occupation and will not entertain any application for a refund of fees as a result. Berrington Parish Council reserves the right to withhold the use of any item of equipment or furnishings should Berrington Parish Council consider it appropriate to do so in the interests of safety or good care of the equipment.
- g. Berrington Parish Council cannot accept any responsibility that accommodation is suitable for the purpose for which it is hired. It is entirely a matter for the Hirer to ensure before placing a booking that the accommodation is suitable in all respects for their requirements.

6. INSURANCE AND INDEMNITY

- a. The Hirer shall repay to The Chapel on demand the cost as certified by Berrington Parish Council, whose decision shall be final, of reinstating, repairing or replacing any part of The Chapel or any property in or upon The Chapel which shall be damaged, destroyed, stolen or removed during the period of hire. Unless the Hirer shall show before the commencement of the period of hiring, that any property of The Chapel on the premises is damaged, such property shall be deemed to have been undamaged at the commencement of the period of hire.
- b. The Hirer shall indemnify The Chapel against all claims, demands, actions and proceedings arising out of any misuse of the facility, accidents or negligence, infringement of copyright, or the unauthorised performance or use of any record apparatus or contrivance at The Chapel during the period of hire.
- c. The Chapel does have its own Public Liability Insurance (£5,000,000). However, the Hirer may be required, depending on the event, to take out its own Public Liability Insurance and proof of this must be shown to Berrington Parish Council's authorised representative.
- d. The Hirer shall give Berrington Parish Council notice in writing of any accident, injury or loss, and of any claim or demand within 24 hours of the same arising together with any such knowledge and information as may be required. With the exception of their insurers or advisers the Hirer shall not discuss the question of liability with a third party.
- e. The Chapel's insurers will not indemnify the Hirer against loss or damage caused by or resulting from fire or explosion due to the Hirer's negligence and in this respect The Chapel's insurers may have the right of subrogation against the Hirer who should consider taking out their own insurance to cover this risk.

- f. The Hirer shall comply with any condition that may be laid down by The Chapel's insurers. Any cost involved in complying with such conditions shall be borne by the Hirer.
- g. Bouncy Castles
 - i. 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 Chapel does not provide any insurance for the use of bouncy castles and cannot accept any responsibility in the event of any accident.
 - The Chapel's insurance does not cover use of bouncy castles, primarily because there will be no-one from Berrington Parish Council present to supervise.
 - The Chapel is only responsible for advising hirers that they must put appropriate arrangements in place.
 - 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. Letting teenagers supervise toddlers will not be allowed by any insurance.

7. ADVERTISEMENTS

- a. No advertising material may be issued nor tickets sold until such time as a binding agreement to hire has been made on payment of hire charges.
- b. The display of advertising material inside and outside The Chapel will be subject to the consent of Berrington Parish Council. Berrington Parish Council reserves the right to remove any such material at any time and for any reason. Any contravention of the Town and Country Planning (Control of Advertisements) Regulations 1992 or any amendment or variation thereto (and in particular fly-posting) may be deemed a reason for the cancellation of a hiring or series of hirings. If there shall be any contravention of these requirements howsoever, wheresoever and by whomsoever caused, permitted or made then the Hirer shall reimburse or refund to Berrington Parish Council the cost of removing any such unauthorised or illicit advertisements or advertising material.

8. MISCELLANEOUS

- a. The Hirer agrees the supervision of the premises and contents, their care and safety from damage and change of any sort.
- b. The Hirer agrees to be responsible for the behaviour of all persons using the premises.
- c. The Hirer shall not sublet their booking.
- d. The Hirer shall ensure that no nuisance is caused to local residents before, during or after the function.
- e. The fabric, fittings (including electrical installation) and contents of the premises shall not be interfered with and no bolts, screws, nails or tacks shall be driven or pushed into any part of The Chapel without the previous written consent of Berrington Parish Council.
- f. Fire and other exits must be kept clear at all times.

- g. The Hirer shall not bring on to the premises, without the previous consent of Berrington Parish Council, any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor oil, electric, gas, petrol or other engine, nor any furniture or other apparatus.
- h. The use of disco smoke machines is not allowed.
- i. Smoking/vaping in The Chapel is prohibited at all times.
- j. The Hirer shall be responsible for ensuring that good order is kept in The Chapel during the hiring and, where Berrington Parish Council considers it necessary, shall provide at their own expense extra stewards clearly identified to do this, and Berrington Parish Council reserves the right to terminate, without liability to the Hirer to refund the hiring charge, any entertainment or meeting which in the opinion of Berrington Parish Council's authorised representative, is not properly conducted. Any person so authorised by Berrington Parish Council shall have the power to refuse admission or to remove from The Chapel any other person or persons whoseever they have reason to believe is behaving in a manner prejudicial to the compliance with these conditions of hire.
- k. All electrical equipment brought into The Chapel by a Hirer shall have been appropriately PAT tested and carry the relevant, up-to-date certificate to that effect. Equipment not so tested and/or not carrying the above-mentioned certificate cannot be used.
- l. The Hirer shall ensure that all persons attending any entertainment or function for which the premises have been hired, shall vacate the said premises within thirty (30) minutes after the termination of such entertainment or function and within the period of hire.
- m. The Hirer agrees to leave the premises (and surroundings) in a clean, tidy and hygienic condition, properly locked and secured ensuring that all contents are in the positions occupied before the hiring. (Refer to the "End of Session Checklist")
- n. On leaving The Chapel, the Hirer agrees to ensure that all radiators are left on the number 2 setting. This enables the remote operation of the Hive system. Failure to do so will incur a heating charge of £25 per day. (Refer to the "End of Session Checklist")
- o. If the fire extinguishers are used, other than for a bona fide fire, a charge of £50 will be made.
- p. On leaving The Chapel, the Hirer agrees to ensure all lights/electrical appliances are switched off. (Refer to the "End of Session Checklist")
- q. Use of glitter is not permitted.
- r. If the key to The Chapel is lost or misplaced, then a charge of £75 will be payable for a replacement.

9. LICENCES AND CONSENTS

- a. The Chapel is not licensed for the provision and/or sale of alcohol. If the event requires a bar, then the Hirer must engage the services of a mobile provider who has, or can apply for, an alcohol license.
- b. No copyrighted dramatic, musical or other work shall be performed or sung without the consent of the copyright owners and all such consents shall be presented to Berrington Parish Council's authorised representative at least seven (7) days prior to the commencement of the hiring.
- c. No form of gambling shall take place with the express written consents of Berrington Parish Council and full compliance with the relevant legislation controlling such activities.

- d. The Hirer shall not permit any animals (except guide dogs for the blind) to be admitted to the premises for any purpose except with the specific consent in writing of Berrington Parish Council and subject to such conditions as may be required.
- e. The Hirer must ensure that numbers admitted to or tickets sold for any function do not exceed those allowed under the licensed capacity. In the case of a dance or social function those numbers to include the organisers, band and/or guests. This number not to exceed the number for which the original booking was made. The maximum capacity for The Chapel is 220 persons.
- f. Where a Public Entertainments Licence is applicable, the conditions attaching thereto shall be duly observed. A copy of such licence may be seen on application to Berrington Parish Council and the Hirer shall be deemed to have had notice of all such conditions.
- g. In every hiring, the Hirer shall observe and comply with the terms and conditions, restrictions and requirements of any Act of Parliament, Statutory Instrument, Regulation, Bye-Law or licence under which the premises or any part thereof may be used, and shall keep indemnified Berrington Parish Council and any person whose name any such licence may be held on their behalf against any loss of revenue, benefits, damages, costs and expenses that may be incurred by them owing to the breach, non-observance or non-performance of any such terms, conditions, restrictions and requirements as aforesaid.