

PERTON PARISH COUNCIL

The Perton Civic Centre
Church Road
Perton
Wolverhampton WV6 7PD
Telephone 01902 - 745971



PRIMARY TERMS AND CONDITIONS OF HIRE

IMPORTANT - PLEASE READ THIS BEFORE YOU SIGN YOUR BOOKING FORM

Our intention is for you to enjoy your event and to ensure that both you and subsequent visitors to the Centre receive a consistent level of facilities and service. Therefore our booking terms and conditions are designed to protect your interests and those of the Civic Centre, failure to observe these rules may result in financial penalty.

1. **Hirers agree to take full responsibility for themselves and their guests noting that any damage, loss or breach of rules by any person (e.g. bringing alcohol on to the premises) may incur early closure of the event and / or loss of refundable deposits.**
 2.
 - a) All remittances must be made payable to **Perton Parish Council**.
 - b) Applications will not be accepted from persons under the age of 21 and 18th birthday parties will not be permitted. Special conditions apply to Teen parties and 21st, see booking form addendum.
 3. **REFUNDABLE DEPOSITS:**

All deposits must be made at the time of booking and are fully refundable subject to no damage, loss or breach of rules resulting from the booking. The Hirer is responsible for the full cost of any damage or loss which is NOT limited to the value of the deposit paid. Additionally, the booking form will show your event start and finish times which will be charged at the appropriate rate, excess time before or after the contracted times will be deducted from your deposit.

In respect to Dance functions the use of chalk and similar substances is not permitted on floor surfaces. Whilst specialised dancing shoes are not excluded users should ensure that such shoes are properly maintained, any permanent damage to flooring surfaces will be charged for at cost of repair.
- CURRENT DEPOSIT CHARGES:**
- All 'ad hoc' applications for Hire of the Lakeside Hall of 3 hours or more require a deposit as per current tariff.
- All 'ad hoc' applications for Hire of the Kitchen for 'hot or cold' catering events require a deposit as per current tariff.
4. Refundable deposits will be reimbursed by cheque within two weeks of your event date.
 5. Bookings may be made on a provisional basis; however the Civic Centre reserves the right at any time to cancel such bookings. A booking will be considered firm only when written confirmation has been received from the Clerk to Perton Parish Council and all appropriate deposit charges have been paid.
 6. **Payment in full** must be made not less than **21 days prior** to the event date. Failure to do so within this period will be taken as a cancellation of the booking.

7. **Cancellations** notified in writing to the Clerk to the Parish Council may qualify for return of deposit monies already remitted in the following circumstances:

All cancellations will be subject to £10.00 Administration charge.

Notice received at least 35 days prior to the event - 100% Deposit Refund

Notice received at least 28 days prior to the event - 75% Deposit Refund

Notice received at least 21 days prior to the event - 50% Deposit Refund

Notice received at least 14 days prior to the event - 25% Deposit Refund

All other cancellations - Deposit fee non-returnable.

8. **Alcohol:** Hirers are NOT permitted to bring alcohol or soft drinks onto the premises under any circumstances other than those stated below:
- a) If your event requires licensed bar facilities we will arrange this for you subject to qualifying criteria.
NB: Bar facilities are only available in conjunction with hire of Lakeside Hall or other rooms for events of more than thirty adults and three hours duration. Bars and other licensed catering will be carried out only by our official licensed caterers. All drinks on arrival, toasting wine etc must be provided by the licensed caterers as per their contract.
The normal bar closing time will be 11.00pm although other arrangements may be possible,
 - b) however, the bar closing time will always be at least one hour prior to event closure. Subject to a prior written request by the Hirer to the Council's representative the provision of 'toasting' wine by the Hirer may be considered *if the event does not qualify for the provision of licensed bar facilities*. Should permission be granted then under no circumstances may the provided wine be subject to sale.
 - c) You will be permitted to bring Soft Drinks (non-alcoholic) on to the premises **only when no licensed bar facility is provided.**
 - d) Glasses must not be taken outside of the premises, and drinking of any sort around the perimeter of the building is prohibited.
 - e) **CONTRAVENTION OF THIS RULE COULD RESULT IN THE STOPPAGE OF THE FUNCTION AND/OR LOSS OF DEPOSIT.**
- NB**
- PERSONS UNDER THE AGE OF 18 ARE PROHIBITED FROM CONSUMING INTOXICATING LIQUIDS ON THE PREMISES UNDER ALL CIRCUMSTANCES.**
9. **No Smoking:** The Perton Civic Centre is a no smoking zone throughout the building at all times, this is a legal statute.
10. The Council reserves the right to refuse any application without indicating its reason(s) for such refusal.
11. The Council reserves the right for its Representative to enter and be present at any function held on the premises. The premises may only be used for the purpose specified in the application form. In the event of its being used by the Hirer or his agents for other purposes, or if these conditions of letting and any other reasonable requests made by the Council's Representative are not complied with, the Council's Representative may immediately terminate the hiring and close the premises. The deposit fee will not be returnable in such circumstances. The Hirer shall not sub-let the premises.
12. No person shall interfere with the premises or drive nails or screws into any part of the premises. The Hirer shall not erect decorations without the prior permission of the Council's Representative.

13. No alterations shall be made to the gas, electricity or water supplies at the premises. No additional lighting, engines, candles, confetti cannons or substances of an inflammable or explosive character or likely to cause offence by reason of smoke, smell, fumes etc., shall be taken into the premises by the Hirer or his agents without the consent of the Council's Representative.
14. The premises shall be kept properly illuminated to the satisfaction of the Council's Representative at all times during the period of the hiring. Standards of proper illumination shall be judged by the Council's Representative during the course of the Hiring.
15. Hire of the Lakeside Hall excludes use of Stage, Stage Lighting and Public Address System together with use of, and connection to, the in-house sound system all of which may be considered subject to 'Special Request'. Additionally specific rules relate to hire of the Lakeside Hall to protect the floor surface:
 - **Spills of Liquid:** This will occur from time to time and the floor is protected to some degree to cope with this. However liquid seeping through to the sub-floor will cause expansion, warping and long term damage. Anyone spilling anything at anytime should immediately seek out the Caretaker and ensure that the floor is cleaned and dried as quickly as possible.
 - **Prohibited:** Tap Dancing Shoes, Roller Skates, Heal Roller / Skate Shoes and the use of chalk are all prohibited. As is the use of any process or function that may cause permanent surface damage to the floor.
16. The operation of any amplification equipment or similar instrument, however amplified, shall be only carried out with the consent of the Council's Representative and as agreed at the time of the booking. If such consent is given, bylaws relate to the prevention of nuisance by the use of such equipment and the Council's Representative may require the sound from such equipment to be reduced to an acceptable level.

In the event of non-compliance with this condition, the Council's Representative shall forthwith prohibit the use of such equipment and may terminate the hiring and close the premises.
17. The Parish Council through its Representative reserves the right to refuse admission to any persons to the premises.
The Council's Representative shall have the right to expel any drunken or disorderly person.
18. The Hirer or his agent must contact the Civic Centre Administration Office at least seven days in advance of the hiring to ensure that adequate arrangements are made regarding equipment, furniture, seating plans etc.
19. Perton Parish Council will not nominate caterers but hirers may provide cold self-catering; contact South Staffordshire Council Environmental Health Commercial Services Unit for advice on food safety. Hirers that use the services of a commercial caterer for food preparation should ensure their caterer of choice is registered as a food business with the council where the business is based to ensure the business has been inspected by a food safety officer; Hirers are advised to visit website 'RateMyPlace' in Staffordshire and 'Scores on the Doors' in most other Council areas to see what star rating their chosen caterer obtained at their last inspection.
20. The Hirer must at all times be aware of and accept responsibility for the Health & Safety of all their guests.
21. The Hirer will be responsible for the proper conduct of persons using the venue. The hirer will not hold any events in the venue which support, condone or promote radicalisation, extreme ideology or terrorism
22. Hirers are required to fully complete a 'Music Licensing Questionnaire & Declaration'.

PERTON PARISH COUNCIL - SUPPLEMENTARY TERMS AND CONDITIONS OF HIRE

1. In these terms and conditions 'the Council' means the Perton Parish Council and 'the Hirer' means the person(s) or corporate body making application for hire of the premises.
2. Application for the use of the Centre, or part thereof, must be made on the official application form obtainable from the Parish Office, to where the completed application form and deposit should be returned.
3. Hiring charges are shown on a separate list obtainable from the Parish Office and are subject to annual review from 1st April this year and at any other time at the discretion of the Council and are not currently subject to VAT.
4. No advertising notice is to be displayed on any part of the Centre except with the prior permission of the Parish Clerk and then only on the approved notice boards.
5. (a) The number of persons admitted to the accommodation shall not exceed those approved under the Licensing Authority and it is the Hirer's responsibility to ensure that this information is obtained from the Parish Office.
(b) Regulations with regard to Fire Precautions and Safety of the buildings must be adhered to.
6. The Hirer shall indemnify the Council by insurance for special risks arising out of the use of the premises by the Hirer.
7. The Council may engage at the expense of the Hirer such a number of Police as they think fit to assist in keeping order in the building.
8. The Hirer shall employ sufficient attendants to maintain good order during the hiring and shall not allow any drunkenness, disturbance or disorder. Any person who appears to be under the influence of drink or drugs or who creates a disturbance or behaves in a disorderly or indecent manner shall forthwith be expelled from the premises by the hirer or by the Parish Clerk or other authorised officers of the Council. Where the audience is composed of children, the hirer shall comply with the provisions of the Children's and Young Person's Act 1933, and particularly Section 12.
9. The Council will under no circumstances accept responsibility or liability for any damage to or loss of any property, articles or things whatsoever placed or left upon the premises or any part thereof by the Hirer.
10. The Council reserve the right to cancel at any time arrangements which they consider to be objectionable or in any way detrimental to the letting of the Centre. Where the engagement is cancelled by the Council under this sub-clause the Council will repay all charges paid in advance by the Hirer, but the Hirer will be entitled to no other payment or compensation whatsoever.
11. The Council further reserves the right, such right not to be exercised unreasonably, to cancel at any time any engagement if it is found that the centre is required at the same time for Statutory, National or Local Government purposes. In these instances a refund for hiring fees will be paid.
12. No work of any kind may be performed in the centre which will infringe any copyright.
13. Sub-letting is not permitted and the premises shall only be used and advertised for the purpose and in the name of the hirer.
14. Neither the Council, nor any Authorised Officer or servant of the Council shall in anyway be liable in respect of any damage which may be suffered by the Hirer through any defect in the premises or any act or omission of the Council, their servants or agents.
15. The Hirer shall indemnify the Council against all claims or demands arising through the condition of the premises or act or omission of the Council, their servants or agents, where such claims or demands relate to the period during which the premises were occupied by the Hirer.
16. The Hirer shall comply with all reasonable requests of the Parish Clerk or other authorised Officers of the Council who shall be deemed to be the agents of the Council in respect of the premises and the users thereof during the period hire.
17. At all times during which the Centre is used for a performance or entertainment where the audience is seated the following notice shall appear on every programme: - All gangways, passages and accesses shall be left entirely free from chairs or other obstruction, and no person shall be allowed to sit or stand during any performance or entertainment in such gangways or passages. The public shall be permitted to leave by all exit and entrance doors after each performance or entertainment.

I agree to be bound by the Terms and Conditions of Hire which I have read and understand.

Signed:

Date: