

PLEASE READ CAREFULLY: THIS FORMS THE AGREEMENT OF CONDITIONS AND REGULATIONS OF HIRE BETWEEN THE HIRER AND DISLEY PARISH COUNCIL (the Council)

LIABILITY (please delete where appropriate)

A) Applicable to Casual Users only

- (i) I/We the Hirer require public liability insurance through the Council Insurance.

Applicable to Commercial Users and sessions involving Physical Activities only

- (ii) I/We the Hirer will arrange appropriate public liability insurance cover for the said hiring on terms acceptable by the Council and prior to the hiring will produce to the Council an insurance cover note relating to such insurance and evidence of payment of the insurance premium. Such public liability insurance shall be for a minimum sum of £5,000,000.00 and shall relate to all risks and be subject to such conditions as are required by the Council.

Applicable to All Users

- (iii) A Risk Assessment must be produced for your activity and provided to the Parish Council Office before the event takes place.

B) I/We the Hirer agree to indemnify and keep indemnified the Council from and against all costs, claims, demands, actions, expenses, liabilities, losses, damage or proceedings whatsoever arising out of or in any way connected with:

- (i) Arising from any death, accident, injury or damage to any person whatsoever which may arise out of or in consequence of my/our use of the premises (except insofar as resulting from any act or neglect done or committed during the period of hire by the Council and/or its employees) and except losses or claims in respect of which the Council is indemnified by its insurers where insurance cover is provided by the Council under paragraph (A)
- (ii) Relating to any property referred to in paragraph C) (except in so far as proved to have arisen due to the neglect of the Council or its employees)
- (iii) Arising from any breach of any conditions of this agreement and loss of or damage to property of the Council arising during or by reason of this hire agreement.
- (iv) Any nuisance, noise complaint or regulatory enforcement action resulting from the Hirer's event or activities.
- (v) All legal and professional costs incurred by the Council in defending or settling such claims.

C) I/We the Hirer shall be responsible for any loss, theft or damage relating to any property brought onto the premises by reason of the hiring whilst on the premises.

D) I/We the Hirer shall comply with all the provisions of the Licensing Acts and local police regulations which are in force in the Cheshire East Authority.

**E) I/We the Hirer shall comply with all relevant regulations regarding the safety of electrical equipment and shall ensure that all or any electrical equipment used during the hire, whether within the Hirer's direct control or not, has been inspected and tested as appropriate and shall produce on request the relevant test certificate to the Council.
The Council reserve the right to refuse to allow electrical equipment into the premises if it believes that the equipment on the date of hire fails to reach the required standard.**

F) I/We the Hirer will apply for our own licence if we wish to sell alcohol included as part of a ticket price e.g. cheese and wine. Contact Cheshire East Licencing: 0300 123 5015 / licensing@cheshireeast.gov.uk.

HIRE CHARGES / CONDITIONS

1. Charges are made in half hours and there is a minimum period of hire in some cases (e.g. Saturday coffee mornings).
2. Full payment must be made upon receipt of the invoice, unless otherwise agreed.
3. Payment for Saturday Coffee Morning bookings must be made at the time the booking is confirmed by the Hirer and the Council.
4. The Hirer shall vacate the room by the time stated and ensure that the facilities are returned to their original hire condition. Any additional charges will be invoiced separately after the event and are payable within 7 days from date of invoice. Additional time will be charged at the relevant hourly rate.
5. The Parish Council cannot guarantee the security and reliability of its public wi-fi network and it is used at the Hirer’s own risk.

CANCELLATION

1. Cancellation of a confirmed booking by a Hirer may result in a refund: >28 days notice - 50% refund; 28 days or less notice – no refund.
2. Late payment of invoice may lead to the cancellation of bookings by the Council and/or future use of facilities.

SAFETY PRECAUTIONS

1. Hirers should acquaint themselves with the Housekeeping & Emergency Arrangements for hirers information sheet displayed in the Community Hall and available from the caretaker. **Fire exits are clearly marked, assembly point is the Community Centre car park.** The Hirer accepts full responsibility for the health and safety of all guests, participants and contractors during the hire period. The Hirer must make all attendees aware of the fire evacuation routes, assembly points and emergency procedures before the event begins. Hirers must not use the building foyer for any activity and the external doors must remain unlocked and free from obstructions at all times and ready for use in the event of an emergency.
2. The Hirer is responsible for ensuring that appropriate emergency and first aid procedures are in place and followed during the hire period.
3. Disley Parish Council operates a locked door policy in the Community Hall. The Hirer is responsible for ensuring that the interior door remains locked to prevent unauthorised persons from entering the hall. It is the responsibility of the Hirer to allow access to authorised attendees.
4. The Hirer is responsible for ensuring that all persons have left the building at the end of the hire and that no one remains inside. This includes checking all areas of the premises hired before leaving the premises.

GENERAL DATA PROTECTION REGULATION

The personal data provided on this booking form will be used solely for purposes connected with your booking. In accordance with our financial regulations, the Council is required to retain booking records securely for six years.

I/We have read and will comply with all the requirements as laid down in this application.

This form should be completed and returned to DISLEY PARISH COUNCIL, COMMUNITY CENTRE, OFF BUXTON OLD ROAD, DISLEY, SK12 2BB.

All cheques should be made payable to DISLEY PARISH COUNCIL and crossed “A/C Payee Only”. Payment can also be made by Cash or Bank Transfer (BACS) to Account number: 11328836, Sort code: 16-18-22.

SIGNED:.....

PLEASE PRINT NAME:.....

ON BEHALF OF:.....

DATE:.....