



St Stephen in Brannel Parish Council

Mrs Linda Ranger - Clerk and RFO
E-mail: clerk@ststepheninbrannel-pc.org.uk
www.ststepheninbrannel-pc.org.uk

Office 2, Brannel Room
22 Fore Street, St Stephen
St Austell, PL26 7NN
Tel: 01726 823003
Fax: 01726 821233

Hire of the Brannel Room, Fore Street, St Stephen Terms & Conditions

These terms and conditions are binding upon any person, club, society or organisation hiring the Brannel Room.

All references to 'the Council' refer to St Stephen in Brannel Parish Council and authorised officers of the Council.

1. Applications

Bookings will only be accepted following receipt of a signed hiring application form. The person signing the application form shall, for the purposes of these terms and conditions be deemed to be the hirer. No transfer of bookings or sub-bookings will be allowed. The Brannel Room may, at the Council's discretion be booked for a single event more than one year in advance subject to the strict understanding that the scale of charges at the date of the function will apply unless payment is made in full at the time of the booking. Bookings for a series of meetings or events would not normally be accepted for a period exceeding 12 months. The facilities may only be used for the purposes and period stated on the application form, unless the hirer has obtained the prior written consent of the Council.

2. Payment of charges

The Brannel Room is let in accordance with the scale of charges drawn up by the Council. The Council reserves the right to vary these as they see fit. Details of the fees are available on request. The hirer shall be liable for any additional expense incurred by the Council if the event or function overruns the pre-arranged period of hire.

3. Cancellations

The Council reserves the right to refuse any bookings without explanation and to cancel any booking upon reasonable grounds. In the event that the Council cancels a booking, it will do so in writing and either refund all fees already paid or offer alternative dates. The Council shall not be liable for any loss sustained by the hirer as a result of any such cancellation. Cancellations by the hirer should be notified to the Council. If the hirer cancels a booking within 24 hours of the hire date, the full fee must be paid.

4. Limits of accommodation

The number admitted to the Brannel Room must not exceed 45. The precise number of persons attending an event will be at the Council's discretion after discussion with the hirer. The hirer shall be responsible for ensuring that the limitations agreed with the Council are observed.

5. Entry of officials

The hirer shall allow any authorised officer of the Council access to the premises at all reasonable times.

6. Bookings involving Children

Any hirer whose activities involve children and/or young people will be required to operate a recognised Child Protection Policy based on the Home Office Code of Practice "Safe from harm" – The Children's Act 1989. The Council reserve the right to inspect this policy at any time.

7. Damage to premises or equipment

The hirer shall be liable on demand for any damage to the premises or the fixtures, fittings, furniture and any equipment or articles provided within the Brannel Room and caused by his or her use of the premises. The cost of restoring the premises, the fixtures, fittings, furniture and any equipment or articles provided within the Brannel Room to their original condition shall be assessed by the Council whose decision is final. No screws or nails shall be driven into walls, floors or ceilings of the premises, fixtures and fittings. The hirer shall leave the premises in a clean and tidy manner. In the event of damage payment for costs of repair or replacement will be incurred by the hirer.

8. Injury to persons and damage to property

The Council and its servants or agents will not be held responsible for any damage or loss of goods, property or equipment or for personal injury (except in the case of negligence by the Council) on the Council's premises or land, howsoever caused. The hirer shall indemnify the Council, its servants or agents against any claims, which may be made in respect thereof. Any accident must be reported to the Council as soon as possible after its occurrence.

9. Decorations and fixings

No decorations, flags, emblems, posters or any other loose articles may be fixed to walls, floors, ceilings, fixtures or fittings without the prior consent of the Council. Cellotape, bluetak and drawings pins must not be used on any of the walls or the ceiling.

10. Removal of equipment

The hirer and/or contractors or others engaged by the hirer to supply decorations, fittings or other facilities will be required to remove and clear away all articles belonging to them by the end of the hire period. The Brannel Room should be left clean and tidy, all rubbish must be removed and all electrical appliances be turned off. All reasonable instructions given on behalf of the Council by its authorised officers shall be observed. **If the room is not left in a reasonable condition, the hirer will be liable for a cleaning charge of £20.00.**

11. Lighting and other electrical equipment

No additions or alterations to the lighting, hearing loop, computers or other electrical arrangements may be made without the consent of the Council. No electrical apparatus may be brought on to the premises without the consent of the Council who must be satisfied that the equipment has been checked for safety.

12. Fire safety

No smoking is allowed in any part of the building. The hirer shall ensure that there is no interference whatsoever during the period of hire with fire extinguishers or any other fire fighting equipment except in the case of an emergency. The hirer must not interfere with fire doors and shall keep every corridor, passage and exit of the premises clear of obstruction and ready for use in an emergency.

13. Insurance

The hirer may be required to provide evidence of appropriate public liability insurance. The hirer shall not do, or permit to be done, anything which, in the opinion of the Council, is not covered by its policy or policies of insurance in relation to the use of the premises or which will cause any increased or extra premium to be payable, without the written consent of the

Council.

14. Advertising

No advertising material shall be exhibited within the curtilage of the premises or car park without first being submitted to and approved by the Council. All correspondence, posters and other publicity should refer to the venue as follows: Brannel Room, 22 Fore Street, St Stephen, St Austell, PL26 7NN

15. Flyposting

Flyposting is illegal. Anyone found distributing advertising posters and leaflets illegally will have their booking terminated immediately and all fees paid shall be retained.

16. Animals

With the exception of guide dogs, no animals shall be allowed to enter the premises without the Council's permission.

17. Disorderly or dangerous conduct

Any booking which, in the opinion of the Council, may be contrary to decency or good manners or likely to lead to disorder may be cancelled forthwith on written notice to the hirer. The hirer shall not allow any disorderly, dangerous or improper conduct, or conduct which may endanger equipment, fixtures or fittings provided within the Brannel Room, during the course of the hiring. The Council may order the immediate, total or partial, clearance of the premises, if it considers such action to be necessary. The hirer shall be liable for any extra expense that the Council may incur by engaging police officers to preserve law and order.

18. Car park

All vehicles and property are left in the car park entirely at the owner's risk and the Council will not accept responsibility for any loss or damage however caused except where arising from the Council's negligence. The hirer shall ensure that all vehicles are parked so that no exit or carriageway is obstructed.

19. Broadcasting

The hirer shall not grant sound or television broadcasting or filming rights as the Council does not hold the appropriate licences required for this activity.

20. Photographs

No camera or other photographic equipment may be brought on to the premises for commercial purposes without the Council's prior written consent.

21. Compliance with conditions

In the event of the refusal to comply with these conditions or any reasonable instructions given by the Council and its authorised officers, the hirer and any persons attending the functions may be excluded from the premises. The hirer will remain liable in respect of the hire charges as herein contained.

22. Complaints

Any complaint connected with the hire of the premises should be made to the Council within seven days of the function. The Council reserves the right to amend or vary these conditions or impose additional conditions without notice.

I agree to adhere to the above Terms and Conditions.

Name:

Signed:

Date: