

# Glenfield Parish Council



Park House, Stamford Street, Glenfield, Leicester, LE3 8DL

Telephone: 0116 231 2498 email: [clerk@glenfield-pc.gov.uk](mailto:clerk@glenfield-pc.gov.uk)

DETAILS OF POLICY	
Policy No	GPC50
Policy Title	Conditions of Hire
Committee/Working Party Responsible	Environment, Assets & Transport Committee
Version	2
Adoption Date	Re-adopted 14/05/2024
Details of Revisions	See end of policy

## GLENFIELD PARISH COUNCIL - TERMS AND CONDITIONS OF HIRE FOR :

- PARK HOUSE, Stamford Street, Glenfield, Leicester, LE3 8DL
- THE GLENFIELD PARISH COUNCIL ANNEXE & ANNEXE SUITE, off Station Road, Glenfield, Leicester, LE3 8BQ
- GLENFIELD SPORTS PAVILION, Gynsill Lane, Glenfield, Leicester, LE7 7AG

The terms and conditions should be read in conjunction with: Council policies on Health and Safety; Equal Opportunities; Code of Conduct for users of Parish Council facilities in regards to Child/Vulnerable Adult Protection which are displayed on the website

Copies of all these documents are available on the Council's website; emailed and hard copy versions are available on request.

All the conditions, plus any special conditions imposed at the time of booking, apply unless specifically excluded in writing in the Booking Confirmation Form.

Signing or signifying agreement to the Booking Confirmation Form certifies that the hirer is aware of these terms and conditions, will abide by them and will ensure that those who use the Venues in conjunction with their booking act in accordance with them. The Council will assume that anyone signing on behalf of an organisation is duly authorised to do so.

In the event of someone using the Venues without signing or specifically agreeing to the Booking Confirmation Form, then it will be deemed that they are aware of these terms and conditions, will abide by them and will ensure that those who use the Venues in conjunction with their booking act in accordance with them.

**The basic rule is that the room and facilities should be left as they were found.**

## 1. VENUE

In all correspondence, advertising and publicity, users must refer to the Venue as:

- The MAIN HALL - PARK HOUSE, Stamford Street, Glenfield, Leicester, LE3 8DL
- The COMMITTEE Room - PARK HOUSE, Stamford Street, Glenfield, Leicester, LE3 8DL

- The CLUB ROOM - PARK HOUSE, Stamford Street, Glenfield, Leicester, LE3 8DL
- The ROBOTHAM ROOM – GLENFIELD SPORTS PAVILION, Gynsill Lane, Glenfield, Leicester, LE7 7AG
- THE GLENFIELD PARISH COUNCIL ANNEXE & ANNEXE SUITE, off Station Road, Glenfield, Leicester, LE3 8BQ

## **2. CORRESPONDENCE**

All correspondence shall be addressed to: The Parish Manager, Glenfield Parish Council, Park House, Stamford Street, Glenfield, Leicester, LE3 8DL. Telephone 0116 2312498. Email: office@glenfield-pc.gov.uk

## **3. REGULATIONS**

All users are bound by the rules and regulations governing use of the Venue, which are deemed to be incorporated in these conditions and in Appendix A - Responsible Event Booking and Venue Hire Policy.

## **4. BOOKING PROCEDURE, DEPOSIT AND PAYMENT OF CHARGES**

The following procedure for bookings, deposits and payment of charges shall apply to all bookings other than regular weekly and monthly hiring's for which separate arrangements will apply.

**(a) PROVISIONAL BOOKING** Provisional bookings will only be accepted and held open for a period of 14 days during which time the Hirer must complete an official application form and deliver such to the Parish Council Offices. Within a period of 15 days from receipt of the completed booking form, it will be either accepted or rejected by the Parish Manager or other authorised officer of the Council (whose decision shall be final) and notification of such communicated to the Hirer. Provisional bookings not confirmed within 14 days will be deleted from the diary.

### **(b) HIRE CHARGES**

(i) The charges for the Hire of the Venue shall be those determined from time to time by the Council and as notified to the Hirer prior to the submission of a booking form as mentioned above. The Council's current policy is to review charges annually with effect from the 1st April each year and where a booking is for a date or dates after the date on which the Council's reviewed charges next come into effect, then the scale of charges determined at the review shall be those applicable to the Hirer.

(ii) Where the scale of charges is reviewed by the Council upwards by a figure in excess of 10% above the increase in the retail price index (or any index replacing same) and the hire would be subject to such new scale of charges, the Council shall give the Hirer written notice of such increase (the notice to be sent to the address stated on the booking form) and the Hirer shall have the right to cancel the booking and be entitled to the return of the booking deposit paid but this option shall only be available to the Hirer for a period of 15 days from the date of the Council's written notice as above. Thereafter the Hirer shall be deemed to have accepted and shall be bound by the new scale of charges as if such had been agreed at the time of the original booking.

(iii) A breakage deposit of £50 shall be charged prior to the event, at the Parish Council's discretion, when the invoice is sent out, refundable after the event, from which the Council may make deductions for damage to property and equipment, the need for any additional cleaning after the event and any additional costs incurred by the Council associated with servicing the event outside the agreed time and terms of hire.

### **(c) PAYMENT BEFORE HIRE DATE**

The Council shall invoice the Hirer at least 28 days before the Hire date for the balance of the hire charges (as calculated from the information provided on the booking form by the Hirer). The Hirer

must settle such invoice at least **14 days before the date of Hire**; otherwise the Council shall have the right to cancel the booking.

#### **(d) ADDITIONAL CHARGES**

Any other charges due from the Hirer in addition to the charges referred to above shall be invoiced to the Hirer by the Council as soon as is practical after the date of Hire (the Council may at its discretion issue an interim invoice or invoices). Payment of such additional charges shall be due to the Council within 14 days of the date of the invoice(s) thereafter the Council reserves the right to charge interest on the amount owing at the rate of 15% per annum from the date of invoice to the date of payment. The term "Additional Charges" shall include all costs due from the Hirer for breakages, damage, additional hire time (i.e. where the Hirer enters or leaves the Venue before or after the times stated respectively on the booking form), for additional caretaking time when the Hirer has left the premises in an unacceptable condition or for any other item as referred to in these conditions.

#### **(e) CANCELLATION OF BOOKING BY THE HIRER**

(i) Should the hirer give at least two (2) weeks' notice of cancellation of the intended hire then the hirer should forfeit their booking deposit (where applicable); where hiring's are cancelled giving less than **two (2) weeks' notice** of cancellation they shall become **liable for the full hire charge**.

(ii) Cancellation of the booking shall only be effective from the date upon which formal written notice thereof shall be received by the Council at its offices.

#### **(f) CANCELLATION BY THE COUNCIL**

(i) The booking shall be accepted by the Council on the basis of the information supplied by the hirer on the booking form and should any of the information as to proposed use, maximum number of persons or any relevant factor which was taken into account by the Council in considering the application for Hire be found not to be correct in all respects then the Council reserves the right to cancel the booking.

(ii) Upon cancellation by the Council arising from the Hirer's non-payment of the balance of the Hire charge or in the circumstances referred to in paragraph 4(f)(i) above, the booking deposit (where applicable) paid by the Hirer shall be forfeited in all cases and the Council shall be entitled to recover from the Hirer the balance of the Hire charge.

(iii) If for reasons totally beyond the Council's control, the Council is unable to provide the facilities on the Hire date, then the booking shall be cancelled by the Council and all deposits and, where appropriate, balances of hire charges shall be refunded and that shall be the extent of the Council's liability.

### **5. PURPOSE OF HIRE AND SUB-LETTING**

Without the previous consent, in writing, of the Council, the accommodation shall not be used for any other purpose, or, in any other manner, than that stated in the application and the Hirer shall not, without the previous consent in writing of the Council, underlet or part with possession of the accommodation or any part thereof to any other person or organization.

**None of the Council's facilities are available for hiring for 18th and 21st Birthday Parties.**

### **6. MAINTENANCE OF GOOD ORDER**

(a) The Hirer shall ensure that no undesirable person or persons be permitted to enter, remain or otherwise make use of the accommodation. The Council reserves the right, through the management or other servant of the Council, to require the Hirer to remove or cause to be removed, any person from the accommodation without giving any reason for doing so. The Hirer shall be responsible for

the maintenance of good order and ensuring adequate responsible persons for the proper supervision of the function.

(b) The Hirer shall be required to take all reasonable precautions by supervision or otherwise during the use of the premises to prevent any persons from doing damage to the premises and the contents and in respect of the behaviour of persons using the premises. In the case of non-observance of this condition, the Council reserve to themselves, to the Parish Manager or to the Premises Officer or to other appointed representatives, the power to close the premises at any time and to exclude all persons there from and the charge made to or due from the Hirer shall not be waived.

## **7. PERSONAL INJURY AND LOSS OF/OR DAMAGE TO PROPERTY**

The cloakrooms will be in the care and custody of the Hirer who must provide necessary attendants and be responsible for any mistake, loss or damage which may occur. The use of the Venue and equipment, facilities and amenities (including cloakroom and car parking where available) is permitted entirely at the user's own risk and the Parish Council shall not be liable for any personal injury to any user or for any loss or damage to any user's property or vehicles (whether he be the Hirer or an employee, invitee or associate of the Hirer). Any property and effects in the premises belonging to the Hirer will be at his sole risk, and unless otherwise agreed on behalf of the Council, if such equipment, property and effects are not removed on the termination of the hiring, additional fees may be charged therefore.

## **8. ELECTRICAL SAFETY**

It is recommended that any Electrical Equipment brought in and used by Hirers should carry an up to date PAT test certificate, which should be presented with the booking form. The Electrical circuits in the premises must not be overloaded by the attachment of excessive quantities of electrical equipment. The maximum loading on the electric circuits must not exceed 30amps. Should any damage occur to the circuits by the connection of either faulty equipment or circuit overloading the hirer will be responsible for the cost of any repairs call out charges etc to reset circuits whether by a qualified electrician or a Council employee.

## **9. CATERING SERVICES**

(a) Hirers may employ their own professional caterers or self-cater. Where a hirer employs a professional caterer, they must ensure that a copy of the caterer's public liability insurance, valid for the time of the hire, is supplied to the Parish Council at least 28 days prior to the hiring.

(b) The kitchen is also available for use for the purpose of self-catering (by the Hirer) for functions and events where the Parish Manager is satisfied that such arrangements are acceptable.

(c) Users of the kitchen for authorised self-catering purposes are required to ensure that after its use the kitchen, its equipment, including the dishwashers, crockery and cutlery are all left in a clean and tidy condition. As with all Hiring's, if the kitchen and equipment are not left in an acceptable and satisfactory condition after use, the Hirer shall pay to the Council the cost of cleaning the same.

## **10. LIQUOR LICENCE**

If it is intended to sell alcohol at any event or function within the Venue (whether by way of separate sale or by including such in the price of admission tickets), the Hirer is responsible for making such arrangements. Such arrangements must be made with Blaby District Council and a copy of the licence provided to the Council Offices within seven days of the date of the event. No alcohol may be sold in the Venues without such licence.

## **11. BROADCASTING AND FILM RIGHTS**

No person or body hiring any part or all of the Venue shall grant broadcasting (sound or television) or film rights without the prior written consent of the Parish Manager. If such consent is given, the Parish Council reserves the right to take part in any negotiations, to be party to the terms and conditions of any agreement reached and to share in any income and publicity derived therefrom.

## **12. PUBLIC PERFORMANCE AND COPYRIGHT WORKS**

There shall be no infringement of copyright during the period of Hiring and the Hirer hereby agrees to indemnify the Council in respect of any liability arising from any infringement. The Hirer shall comply with the requirements of the Performing Rights Society Limited in relation to all musical work in the Society's repertoire. If the hirer intends to use any recorded music at an event they must produce a valid Phonographic Performance Licence (PPL) at the time of booking.

## **13. MUSIC AND DANCING**

The Hirer shall observe all Acts of Parliament Regulations and Byelaws applicable to public entertainment including music, singing and dancing in Public Places.

## **14. SERVICES AND ALTERATIONS**

No additions or alterations shall be made to the water, gas, or electrical equipment and no structural or other alterations shall be made to the fabric of the building, nor to any of the installations, furniture, fixtures or fittings or other property at the Venue, and no equipment or materials requiring attachment to the fabric of the Venue shall be installed except with the prior express permission in writing of the Parish Manager and upon such terms and conditions as they shall stipulate and to their entire satisfaction and under their supervision.

## **15. PERIOD OF HIRE**

Bookings relate only to the specific rooms and days and times hired.

Hire periods will be in 15 minute units starting and finishing on the quarter hour.

**Hire periods must be long enough to allow for any setting up of and putting away/dismantling any furniture/equipment.** A hire period of an hour or more are allowed 15 minutes before and 15 minutes after to allow for setting up/arrivals and dismantling/departures.

**IT IS STRESSED THAT ALL ROOMS ARE NOT SET UP PRIOR TO YOUR BOOKING - IF MORE TIME IS NEEDED FOR SETTING UP/DISMANTLING THIS MUST BE COVERED BY THE BOOKING PERIOD.**

## **16. MAKING GOOD OF DAMAGE**

The cost of making good any damage arising from the breach of Condition No. 14, as of any other of the conditions, shall be determined by the Parish Manager whose decision shall be final and such costs shall be payable by the Hirer within 14 days of being sent a written demand for payment.

## **17. EXITS AND ENTRANCES**

All emergency exits shall be kept permanently unlocked during the period of Hire and the Hirer shall not block any other entrances or exits to the Venue (internal or external).

### PARK HOUSE:

*Entry:* It is the Hirer's responsibility to obtain the necessary keys and instructions for entry outside the hours when our staff are not present. The main door must be kept on the electronic lock and/or manned at all times. Hirers of the Venues are responsible for avoiding unauthorised access.

*Exit:* The Hirers must ensure that the building is secure and that the key is turned in the manual lock. Windows in the Main Hall can be unlocked by use of a key located in the top drawer of the units in the kitchen and said windows must be locked before the premises are vacated and the key returned to its place of keeping. **Chairs and/or tables must be returned to their storage positions.** (see item 15 – “Period of Hire”) Tables and/or chairs must not be dragged across any of the floors. **Hirer’s must remove from the Venues any waste created during their function.** All lights must be switched off.

#### SPORTS PAVILION:

*Entry:* The Premises Officer will open the building for you (where applicable) and will provide you with a contact number should any problems arise during your booking. Damage or un-cleanliness discovered on arrival should be reported to the Premises Officer at the earliest opportunity. Hirers of the Venues are responsible for avoiding unauthorised access. The Hirer must not leave the building unattended.

*Exit:* **Chairs and/or tables must be returned to their storage positions.** (see item 15 – “Period of Hire”) Tables and/or chairs must not be dragged across any of the floors. **Hirer’s must remove from the Venues any waste created during their function.** All lights and electrical equipment must be switched off when leaving.

If your function ends earlier than expected you should contact the Premises Officer who will endeavour to return to the Sports Pavilion as soon as possible. Please be aware that this will not always be feasible and the Premises Officer will return at the time as stated on your hire agreement or booking confirmation. **The Hirer must not leave the building unattended.**

#### THE GLENFIELD PARISH COUNCIL ANNEXE & ANNEXE SUITE:

*Entry:* The Premises Officer will open the building for you (where applicable) and will provide you with a contact number should any problems arise during your booking. Damage or un-cleanliness discovered on arrival should be reported to the Premises Officer at the earliest opportunity. Hirers of the Venues are responsible for avoiding unauthorised access. The Hirer must not leave the building unattended.

*Exit:* **Chairs and/or tables must be returned to their storage positions.** (see item 15 – “Period of Hire”) Tables and/or chairs must not be dragged across any of the floors. **Hirer’s must remove from the Venues any waste created during their function.** All lights and electrical equipment must be switched off when leaving.

If your function ends earlier than expected you should contact the Premises Officer who will endeavour to return to the venue as soon as possible. Please be aware that this will not always be feasible and the Premises Officer will return at the time as stated on your hire agreement or booking confirmation. The Hirer must not leave the building unattended.

### **18. RIGHT OF ENTRY**

The Parish Council reserves (for any authorised officer whether of the Council, Police, Fire or other statutory authority) the right of entry at all times to the Venue and the right to require the Hirer to refuse admission to, or remove from the Venue, any disorderly person or persons or any article which, in the opinion of the Parish Manager or their authorized agent or officers, may cause danger or damage to the building or the users thereof.

### **19. EMERGENCIES**

Hirers must ensure that there is a useable telephone available in the event of any emergencies. **There are no public telephones within any of the Venues.** In case the emergency services have to be called the post codes of the relevant venue is advised at (1) of these conditions. The contact number for a

member of the Council staff in case of an emergency is located adjacent to the FIRE EVACUATION PROCEDURES at each Venue.

Hirer's are responsible for providing their own first aider and equipment. However, a basic first aid kit is located in the kitchen area of each Venue (the Committee Room at Park House has its own First Aid kit located in the room). The Hirer is responsible for ensuring that users are aware of the locations of fire-fighting equipment and emergency exits. Assembly points are in the respective car parks of the Venues and visitors should acquaint themselves with these and the fire notices in the building at the commencement of their hiring period.

## **20. INDEMNITY AND INSURANCE**

(a) The Hirer shall be liable for and shall indemnify the Council against any liability, loss, claim or proceedings whatsoever arising under any statute or at any common law in respect of any default or injury howsoever or by whosoever caused by or to any persons which shall occur while such person is in or upon any part of the premises, or in respect of any loss or damage suffered or sustained by any person in consequence of any such default or injury other than arising from the Council's negligence.

(b) The Council reserves the right to require any Hirer to produce evidence that the necessary insurances referred to in sub-clause (a) hereof have been taken out and are in force at all material times.

(c) Hirers are advised to consult their insurers so as to safeguard themselves in the event of their being held liable for any claim, demand, action or proceedings in this connection.

(d) Public Liability Insurance Hirers other than those hiring for a private non-paying function such as anniversary parties, birthday parties, funeral teas etc will be required to produce evidence of public liability insurance to a level recommended by the Council's insurers.

## **21. FLYPOSTING**

The practice of displaying posters on vacant shop premises, street furniture, builders' hoardings, trees etc., is illegal and makes the offender liable, on summary conviction, to substantial penalties. The unauthorised display of posters may result in the cancellation of the hiring to which the posters refer and would certainly be taken into account when considering future bookings of any Parish Council premises.

## **22. MINORS**

It is the Hirer's responsibility to ensure that all young people under the age of 18 are accompanied by an adult at all times.

## **23. LOTTERIES, RAFFLES AND GAMING**

No gaming, betting games or lotteries shall be carried on, or allowed to be carried on in the Venue or any part thereof, except those games made lawful by the Betting Gaming and Lotteries Acts, and then only if the appropriate statutory provisions are complied with.

## **24. COMPLAINT**

Any complaint by the Hirer in respect of the use of the Venue or of the arrangements therewith shall be made to the Parish Manager in writing within 7 days of the date of the Hiring.

## **25. CHANGES TO REGULATIONS**

The Council reserves the right to amend these Conditions and Regulations at any time (providing that the Hirer shall be notified of any such changes) and the Conditions in force at the date of Hire shall be those applicable thereto.

**26. CANDLES, SMOKE, BUBBLE and FOAM MACHINES MUST NOT BE USED** at any of the Venues due to the automatic fire alarms.

**27. INFLATABLE PLAY EQUIPMENT**, ie bouncy castles/slides ARE NOT PERMITTED at any of the Venues.

**28. NOTHING IS TO BE AFIXED TO ANY OF THE WALLS OR FLOORS BY ANY MEANS** in any of the Venues.

**29. SMOKING IS NOT PERMITTED IN ANY OF THE COUNCIL VENUES** - In the interest of clarity, smoking includes use of e-cigarettes and other tobacco-based products.

**30. NO RIGHTS** - The hiring agreement constitutes permission only to use the Venues and confers no tenancy or other right of occupation on the hirer.

**31. NO INTERFERENCE WITH THE ACTIVITIES OF OTHER HALL USERS** - Any use must be conducted in such a way that it does not unreasonably interfere with the activities of other Venue users by way of noise, disturbance or otherwise.

**32. ANCILLARY SERVICES:** see booking form.

Revision 26/04/2018: change THE FORMER YOUTH CENTRE to read "*THE GLENFIELD PARISH COUNCIL ANNEXE*".

Revision 18/06/2019: change Working Party/Committee responsible for review to PROPERTY COMMITTEE;  
Pg 4, Catering Services, include "its equipment including the dishwashers"

Revisions 05/06/2023: change Property Committee responsible for review to Environment, Assets and Transport Committee.  
Add 'without such licence' to the end of paragraph 10 'Liquor Licence.

Re-adopted 14/05/2024 – Addition of Appendix A - Addendum to Conditions of Hire GPC50 – Responsible Event Booking and Venue Hire Policy



## Appendix A

### Addendum to Conditions of Hire GPC50

## Responsible Event Booking and Venue Hire Policy

Glenfield Parish Council (*the "Council"*) reserves the right in its absolute discretion not to hire its venues –

1. To any organisation or individuals that do not conform to the values (Equality, Fairness and Inclusivity) of the Council, or that are banned or proscribed by law;
2. Or, for political rallies, or for demonstrations which incite hatred or violence or any breach of criminal law and/or spread hatred and intolerance;

Furthermore, the Council reserves the **right to refuse** to grant, or cancel, permission with immediate effect:

1. If any or all parts of the event are considered by the Council, in its reasonable opinion, to be dangerous, offensive, noxious, illegal or which may become a nuisance to the Council or any other occupiers in the areas (or any neighbouring property) where the event is held;
2. If the organisers are found to have falsely represented the event at the time of booking, but are subsequently found to breach the principles set out here.
3. Or, if the Council is not satisfied that the safety of the buildings and the public can be ensured.

No individuals or groups will be denied the opportunity for access to Council managed properties unless there is a justifiable reason to do so within the spirit of this policy.

The main legislation/guidance governing this issue is:

Statutory guidance issued under s29 of the Counter-Terrorism and Security Act 2015 makes explicit reference to the *'Use of local authority resources'* and outlines expectations of partnership working and that *"local authorities should ensure that publicly-owned venues and resources do not provide a platform for extremists and are not used to disseminate extremist views' through the establishment of a responsible booking policy for public venues"*.

Under the Crime and Disorder Act 1998, the Council also has a statutory duty to work in partnership with other agencies to reduce and prevent crime. Maintaining public order is a priority for a local authority and the Police, therefore when an event poses a risk to the general public, there are grounds to review and reconsider venue hire.

The Human Rights Act 1998 sets out the fundamental rights and freedoms that everyone in the UK is entitled to. In some limited situations, certain freedoms are qualified meaning that public authorities may interfere with them. This is only possible where the authority can show that its action has a proper basis in law, and is necessary and 'proportionate' in order to protect public safety, public order, Health or morals, the rights and freedoms of other people.

The Equality Act 2010 requires public bodies to have due regard to the need to eliminate unlawful discrimination, harassment, victimisation and any other conduct prohibited by the Act as well as advance equality of opportunity and foster good relations between people who share a protected characteristic and people who do not. The latter relates to the need to tackle prejudice and promote understanding.