

## A52.17

### Conditions of Hire (Draft)

1. The person making the application shall be deemed to be the Hirer and shall be responsible for:
  - a) Payment of the specified charges;
  - b) Ensuring that any necessary licence for any activity to be carried out during the period of hire and the use of the facilities for any such activity has been obtained and that the conditions attached to any licence permitting such activity are complied with;
  - c) Compliance with these conditions
  - d) Compliance with S.12(1) of the Children and Young Persons Act 1933 printed below;
  - e) The returns to the Performing Rights Society Ltd. Of any copyright musical works performed covered by the licence issued by the Society
  - f) obtaining the consent of the owner of any copyright musical work for the performance of any work not covered by the licence of the Performing Rights Society Ltd.
2. The Hirer shall indemnify and insure the Parish Council against:
  - a) all costs claims or demands arising from any accident loss injury or damage arising from the hire;
  - b) all costs claims or demands arising from any infringement of copyright during the period of hire;
  - c) any costs claims or demands arising from any breakdown or accident at the Venue or any other cause whatsoever necessitating the cancellation or interruption of the hiring.
3. Bayston Hill Parish Council does not accept any liability in respect of loss or damage to any property or injury, or economic loss to any person howsoever the same may be occasioned subject to the provisions of the Unfair Contract Terms Act 1977.
4. Unless otherwise stated the specified charges cover:
  - a) the use of changing accommodation, seats, apparatus and appliances as provided by Bayston Hill Parish Council.
  - b) Lighting, heating, the ordinary preparation and reinstatement of the venue, and the ordinary services of the attendants (under the direction of the Parish Clerk);

But do not cover the supervision of changing accommodation or any extraordinary work, service or attendants.
5. Any additional seats apparatus appliances or other furniture or equipment required by the Hirer.
  - a) must be approved by the Parish Clerk;
  - b) shall be provided by and at the cost of the Hirer;
  - c) must be unloaded, placed in position and removed by the Hirer or persons employed by him for such purposes;
  - d) shall not be delivered to or placed in position at or removed from the venue without the previous consent of the Parish Clerk.
6. No decorations are to be attached or additions made to the venue without the consent of the Parish Clerk.
7. Bayston Hill Parish Council reserves the unrestricted right of entry to the venue at all times.
8. The Parish Clerk is responsible for the enforcement of these conditions and is authorised and required by Bayston Hill Parish Council to prohibit the use of any article appliance apparatus and immediately to terminate any event exhibition or performance which he considers objectionable dangerous or against the public interest.
9. The sale of consumption of excisable liquors shall not be permitted in the venue without the consent of the Parish Clerk.
10. No smoking, gaming or betting is permitted in the venue.
11. The benefit of the hiring of the venue shall not be assigned by the Hirer.
12. The Hirer must comply at all times with the requirements of the Parish Clerk whose decision in all matters shall be final.
13. In the event of a cancellation of a booking no moneys already paid will be refunded.

### Additional Conditions relating to the hire of the Venue for exclusive use

14. The Parish Council does not undertake any responsibility in respect of the sale or collection of tickets, the receipt of entrance money or the taking of cheques or passes.
15. All programmes or other publicity material relating to the period of hire shall not be printed or distributed by the Hirer until such material has received the prior approval of Parish Clerk. The Parish Council reserves the right to prevent the use of any apparatus for any exhibition or performance during the period of hire which is not referred to in the programme submitted for approval by the Parish Clerk or his representative.

### Additional Conditions relating to the hire by Clubs

16. Bayston Hill Parish Council reserves to itself the right on twenty one days' notice at any time to cancel a Club's hiring and any payment made for such hiring shall be returned to the Hirer.
17. It is the responsibility of the Hirer to inspect the pitch or facility immediately before use and to ensure that any harmful or unpleasant items or substances are removed and the Council accepts no liability for the hirer to do so.

### General

17. In the event of the breach of any of the foregoing conditions Bayston Hill Parish Council reserves the right at any time immediately to revoke and determine the hiring of the venue by written notice served by the Parish Council on the Hirer or the person in charge at the time of the hiring.
18. In these conditions –
  - a) The Parish Council means the Bayston Hill Parish Council.
  - b) The Parish Clerk means the Parish Clerk or his representatives

### SECTION 12(1) CHILDREN & YOUNG PERSONS ACT 1933

Where there is provided in any building an entertainment for children or an entertainment at which the majority of the persons attending are children, then if the number of children attending the entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building, or to any part thereof, than the building or part can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or any part thereof and to take all other reasonable precautions for the safety of the children.

### THE CHILDREN ACT 1989

The Children Act 1989 requires any persons offering a service for children aged under 8 years, for more than 2 hours in a day to register with the Social Services Department of Shropshire Council. The term 'person' in law covers individuals, companies and organisations such as Charities and some committees.

It is illegal for any person to provide services for children under 8 years for more than 2 hours a day unless he/she is registered by the Local Authority Additional advice and assistance may be sought from the Social Services Department of Shropshire Council.