

Hire of Beacon Hall

Terms and Conditions

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Background

Beacon Hall is a venue provided to support the people of Peasedown St John. The running and costs of running the venue are covered by Peasedown Parish Council and is therefore publicly funded by the income received by the Council from the Precept and the charges the Council has set for the hire of the venue. Beacon Hall is not run as a profit-making venue; however, the Council reviews its charges yearly to ensure charge rates remain within inflation costs and general hire cost of similar venues locally. Beacon Hall is rented out under the Licensing Act 2003, Environmental Protection Act 1990; Section 80. It is therefore imperative that hirers follow the terms and conditions of hire laid out below. Failure to do so could result in the event being terminated and loss of fees. The signing of the Booking Form by the hirer acts as an acceptance of these terms and conditions including, where appropriate, alcohol and late parties. Peasedown Parish Council reserves the right to refuse hire to any individual or business that breach these terms and conditions.

General

1. The hirer must be over the age of 18 years.
2. There is a no smoking policy on Parish Council Property. Therefore, people who wish to smoke should leave the venue to do so. This includes the act of vaping. The named Hirer is responsible for ensuring this condition is adhered to.
3. Hirers may employ the services of live bands, discos, entertainers, games equipment, or other forms of entertainment, such as bouncy castles.
4. The use of smoke machines is not permitted in Beacon Hall.
5. Hirers are responsible for the safety of minors on site and should ensure the ratio of adults (18+) to children is appropriate – guidelines are 1-5 with children under 7, 1-8 with children under 11.
6. It is the Hirers responsibility to ensure children / minors are supervised adequately when using the toilet facilities.
7. Banners / messages / notices may be fixed to the walls using removable fixings that do not damage the walls or paintwork – Any damages may incur a surcharge to make good the damage that the Hirer will be liable for.
8. The hirer is responsible for ensuring sufficient time has been booked in the hire period to allow for preparation and cleaning of the venue.

If the venue is not left to an acceptable standard Peasedown St John Parish Council reserves the right to charge for cleaning of the hall at a cost of 1.5 times the hire agreement for the time it takes for the hall to be cleaned to the expected standard.

9. Peasedown Parish Council take no responsibility for any equipment or belongings lost, damaged or stolen brought to Beacon Hall or its environs as part

of the hire of the venue. The Hirer shall be liable for, and will indemnify the Council against all damages, charges, costs, expenses payable by the Council in respect of legal actions and legal claims, including court proceedings, brought or made against the Council in respect of any loss, damage or personal injury arising in respect of any third party as a consequence of the negligence of the Hirer, its servants or guests

Health and Safety

10. A First Aid box is kept on the wall adjacent to the kitchen door. Injuries, which occur at Beacon Hall, must be recorded in the accident book and any injuries of significance reported to the Clerk of the Parish Council. Peasedown St John Parish Council do not accept responsibility for any incidents or accidents that occur on the premise during the hire.
11. All rubbish should be removed to the bins outside in the carpark at the end of the hire. The Hirer should practice recycling of rubbish and only throw away refuse that is unable to be recycled. Recycling should be removed from site.
12. Guests outside of or leaving the venue should be respectful of the fact that it is in a residential area and behave in an appropriate manner. Any complaints or actions taken as a result of excessive or intrusive noise will be the responsibility of the Hirer and Peasedown Parish Council reserve the right to remove equipment or end the event should they feel this is warranted without reimbursement. Peasedown Parish Council decisions will be final.
13. The maximum number of people allowed in Beacon Hall is 120, including guests staff and entertainers.
14. Hirers are advised to keep doors closed for security reasons during events unless they have management manning entry. Noise levels should be appropriate if doors or windows are open. Hirer is responsible for ensuring all openings are securely shut and locked on exiting the venue.
15. Fire exits must be kept clear at all times. Fire doors should not be restricted or propped open.
16. Hirer is responsible for ensuring they understand the fire safety procedure in place at Beacon Hall and follow it in the event of a fire. Hirer should ensure they can act as a Fire Marshal or have designated Fire Marshalls for the duration of their event.
17. Ball games inside the hall are not permitted due to potential health and safety hazards.
18. The Hirer is responsible for ensuring that the hall is vacated at the end of the hire period and appropriate cleaning has been carried out. (See points 9 and 10)
19. At no point should the Hirer leave Beacon Hall open and unattended.

20. The Hirer is responsible for ensuring all insurances against loss, theft or damage due to the hire of Beacon Hall is in place and any indemnity or public liability insurance should be copied and sent to the Parish Office as a record along with the booking form for hire.

Payment

21. Full payment for the hire of Beacon Hall is required 90 days prior to the hire date. Failure to pay for hire could result in the hire agreement being terminated regardless of whether a booking form has been returned. If the event is booked prior to 90 days before the hire, a holding fee of £48 will be required to secure the booking with full payment required within 90 days of the hire date.
22. Payments are to be made by Bank Transfer

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If paying in this way is a problem, the hirer should contact the parish office (01761433686) to arrange an alternative method.

23. All repairs and replacement costs related to theft of, or damage to Beacon Hall property caused during or as a result of any event, may be charged to the hirer by invoice. Should any such theft or damage cause the business of the hall to be suspended, full costs of the loss of income will be charged to the Hirer. All damages or breakages must be reported to the Clerk of Peasedown St John Parish Council.
24. Whilst the Council does not require a deposit against lost theft and damage during or as a result of the hire at Beacon Hall, the Hirer shall be liable for and will indemnify the Council against all damages, charges, costs or expenses payable by the Council in respect of legal actions and legal claims, including court proceedings, brought or made against the Council in respect of any loss, damage or personal injury arising in respect of any third party as a consequence of the negligence of the Hirer, its servants or guests.

Cancellation

25. For cancelled events greater than two calendar months prior to the event a full refund will be given.
26. For cancellation less than two months prior to the event a refund will be given if the hall is re-leased. Should the value of the booking be less than the cancelled event only a proportion of the fee will be returned. For example, the cancelled event is worth £150 but the new event is worth £52 a refund will be provided for £52 pounds and the remaining £98 would be lost.

Licensing

27. Bath and North-East Somerset Council, as the licensing authority under part 3 of the Licensing Act 2003 and regulations made there-under have stipulated that Beacon Hall is subject to the following times for opening, for the sale of alcohol, and for the provision of regulated entertainment.

The opening hours of Beacon Hall are as follows:

Sunday 9:00 – 23:00hours (9am-11pm)

Monday-Saturday 09:00 – 23:30hours (9am – 23:30pm)

The bar MUST CLOSE at these times:

Sunday 22:30hours (10:30pm)

Monday-Saturday 23:00hours (11:00pm)

and all music or dancing MUST CEASE at these times:

Sunday 22:30hours (10:30pm)

Monday – Saturday 23:30hours (11:30pm)

28. The only exception to this is if a Temporary Event Notice (TEN) has been granted (see 35)
29. The hirer shall ensure that all required licensing is in place prior to the event happening. All copies of licensing should be shared with the Parish Office prior to the date of the event.
30. Hirers should remind guests when leaving Beacon Hall premise that noise levels should be kept to a minimum.

Alcohol

31. A designated person must be responsible for the use of alcohol during the hire at Beacon Hall.
32. If you are providing alcohol for free no license is required.
33. Persons under the age of 16 must not have access to alcohol at any time whilst on the premise.
34. Parents or Carers can provide alcohol to their children, if aged between 16 and 18 in a supervised environment, but proof of status must be provided to the Hirer and the Hirer takes full responsibility for this.
35. If you are selling alcohol a TEN license is required and must be applied for from BANES (<https://www.bathnes.gov.uk/temporary-event-notice-ten>) at least 10 days prior to the date of the event.

36. A designated person should be named on the booking form and TEN. A copy of the TEN should be supplied prior to the event date. This person is responsible for the appropriate selling of alcohol whilst at Beacon Hall.
37. The Licensing Act 2003 prohibits sale of alcohol to any person who is or appears to be under 18 years of age. The law also bans anyone over the age of 18 buying alcohol for or on behalf of any person under 18. Either action will result in the bar being immediately closed. Notice drawing attention to these laws should be displayed prominently in the building.
38. It is an offence to serve alcohol to a person or companion of a person who is drunk, if that drink is for the drunken person's consumption. The person causing concern should be asked to leave the premise. If they fail to do so the police should be called to enforce the license. Notices drawing attention to this law should be displayed prominently inside the building.
39. Any person who causes disorderly conduct is committing an offence and should be asked to leave the premise. If they fail to do so the Hirer/designated person should call the police to enforce the license conditions.
40. Any person who is seen buying or trying to buy alcohol and is not recognised by the Hirer or by invited persons, may be intruders and should be removed from the premise. In the event of difficulties, the Police should be called to enforce the License. The responsibility sits with the designated person.
41. Peasedown St John Parish Council reserve the right to cancel any booking where unforeseen circumstances prevail or due to legal or statutory requisition of Beacon Hall facilities.

Hire of Beacon Field

Background

The Parish Council's open spaces are regulated like any other public place by the use of byelaws which are specific to a particular place or locality. these byelaws are available for detailed inspection on BANES Council website. The breaking of these byelaws is an offence which, on conviction by a magistrates court, carries a maximum penalty of a £500 fine and a criminal record.

- 42. Sites in Beacon Field can be hired for events that are not for profit
- 43. The 'Site' means those parts of the park and/or Green Space owned or managed by Peasedown Parish Council that is used for the purpose of the Event. The Site also includes those areas that might reasonably be used by the Hirer or their guests during the Event including entranceways, toilets and parking.
- 44. The 'Period of Hire' means the dates and times for hire referred to in the Land Hire Agreement. This may also be referred to as the 'Hire' or the 'Event'.
- 45. The 'Authorised Officer' means the Facilities Manager of the Council or any person or persons nominated by them. This will include, but shall not be limited to, members of the office staff and the Clerk.
- 46. The 'Application Administration Fee' means the payment made for checking, validating and processing applications received and for liaising with other parties both internal and external to facilitate the event taking place
- 47. The 'Land Hire Fee' means the payment made to the Council by the Hirer for the temporary Hire of the Site.
- 48. The 'Damage Deposit Bond' is an amount, to be determined depending on the scale of the Event, to be paid prior to the Event for the repair and reinstatement of Council land and assets. The Bond will be returned in full to the Hirer no later than 28 days commencing with the end of the Period of Hire subject to a satisfactory Site inspection by the Council's Facilities team or their authorised officer.
- 49. The 'Event' means the activity to take place during the Period of Hire as stated in the Specific Terms of this Agreement.

50. 'Apparatus' means any equipment being used by the Hirer for their Event to include but not exclusively marquees, lighting, toilets, staging.
51. The 'Site Plan' means the attached plan detailing specifics of the Site.
52. The 'Activities' means any pre-organised or ad-hoc Event.
53. Beacon Field is licensed for regulated entertainment under the Licensing Act 2003? Check if it is

Application to Hire

54. All Hires are subject to the approval of the Authorised Officer to ensure that they conform to the policies and practices of the Council. Applications which will not be approved include those that, in the reasonable opinion of the Council, are likely to promote or incite racial or religious hatred, civil unrest or cause offence.
55. No application should be considered as approved until written confirmation has been received and a Licence for Land Hire has been issued from the Authorised Officer.
56. Hires are made to the individual making the application ("the Hirer") and are non-transferable. Applications will not be accepted from persons acting on behalf of a third party unless this is declared at the time of the application. Where an application is made by an agent on behalf of a client, the identity of that client and the nature of the Event must be revealed before the application is considered.
57. The purpose of the Hire and also the subject matter must be clearly stated at the time of making the application. The Hirer must honestly declare and fully represent the purpose for hiring the Site. Any actual or apparent misrepresentation, material omission or misstatement may result in immediate written termination of the Event by the Council. An additional fee, at the sole discretion of the Council, may be levied to cover the reasonable costs incurred by the Council resulting from such termination.

Conditions of Use

Events on Public Land

58. The Council's decision on any matter affecting the use of the Land by the hirer, any damage arising from such use and any costs incurred as a result of that use shall be final and binding on both the Council and the hirer.
59. The Hirer shall fully indemnify the Council against all claims of any kind whatsoever, attributable to or arising out of the Hirer's use of the Land.
60. The Hirer agrees to observe all relevant laws, regulations, statutes and licences relating to the Land and its use for staging the Event including but not limited to observance of the Regulations contained in Town and Country Planning (Control of Advertisements) (England) Regulations 2007, the Highways Act 1980 and the

Copyright, Designs and Patents Act 1988 in relation to the Event. Failure to comply with the said legislation may lead to criminal prosecution.

61. The Hirer shall ensure that no nuisance, annoyance, or inconvenience of any kind whatsoever shall be caused to the Council or owners or occupiers of adjoining or neighbouring properties caused directly or indirectly by the Hirer's use of the Land. To this end, all commercial lets must end no later than 10.00 pm Sunday to Friday and 11.00 pm on Saturdays.
62. For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions.
63. The Hirer must not use the Site and/or the Structure for purposes whose nature or content could bring the name and reputation of the Council or its venues into disrepute.
64. Nudity is not permitted at any Event by anyone attending the Event.
65. The Hirer and its servants, agents, contractors and others allowed on the Site and/or Structure by reason of its Hire shall leave the Site and/or Structure at the end of the Period of Hire.
66. The Council will provide access for normal lighting and electrical supply of the Site or Structure but shall not be responsible for any failure, defect, damage or loss resulting from any failure unless due solely to negligence by the Council or their servants/ agents.
67. No alternations, additions to fixings, nail or fixing of any kind shall be driven into, or applied to, any wall, floor, partition, pillar, ceiling, fitting or furniture of any kind, or the removal of street furniture without prior written permission of the Authorised Officer. Such consent may provide pre-conditions and instructions.
68. No adhesive tape or material may be used to secure loose cables to the floor. Cable matting must be used in all cases.
69. The Hirer is responsible for the conduct of his staff, agents, colleagues, contractors, sub-contractors and guests throughout the Period of Hire.
70. The Hirer, their agents, guests or contractors who arrive under the influence of alcohol or drugs will be refused access to the Site or Structure. The Authorised Officer, other officers of the Council or their authorised contractors on duty during the Period of Hire can refuse the right of entry at any time for this reason.
71. The Hirer will be responsible for the employment of any the Security Industry Authority (SIA) accredited security and Disclosure and Baring Service (DBS) cleared staff required to ensure the safety of an Event.
72. The Hirer shall not be entitled to grant sound, television broadcasting or filming rights without the prior written permission of the Authorised Officer. Such consent may provide pre-conditions and instructions
73. Your Event is taking place in a public park, and it is POSSIBLE that other Activities will be taking place at the same time and in close proximity to your event, whether

booked through the Council or a spontaneous gathering in an open public space. The Council reserves the right to permit other Activities to take place in the park during your booking but not within the designated Site or Structure. Should this happen then please show due consideration to the organisers and guests at the neighbouring event, in particular to noise created by the Hirer's event. The Council cannot accept responsibility for any detrimental impact to the Hirer's event by the proximity of another event to that of the Hirer's.

74. Any food trader must be registered with their Local Authority and must also have a minimum of a 3-food hygiene rating to attend an event in BANES. Anyone attending below this level will be requested to leave the event site. We do not accept food traders who are awaiting inspection onto events in BANES. For further information see BANES website.
75. All documents submitted by the event organiser to the Council for the purposes of demonstrating that they can deliver a safe event, will be deemed to be in the public domain and may be released on request via the Freedom of Information Act 2000 to the Council.
76. No fires are allowed on Beacon Field.
77. Fireworks may be permitted with prior written approval from the Council, appropriate safety documentation submitted to the Council (at least four weeks prior to the event) and liability insurances of up to £5million in place.

Damage

78. The Hirer shall take good care of and, shall not cause any damage or permit any damage to be done to the Site or any part of the Structure.
79. The Hirer shall take good care of and, shall not cause or permit any damage to be done, to any surface area, trees and vegetation, fixtures, fittings, furniture and equipment in any part of the Site or Structure during the Period of Hire.
80. Any damage that is caused or permitted by the Hirer, his servants, agents, contractors or any other person resorting to the Site or Structure by reason of the Hire shall be made good by the Council and will be charged to the Hirer. The cost of any damage shall be certified by the Authorised Officer whose decision shall be final.
81. Any unreasonable or unforeseen cleansing required post event, will be recharged to the Hirer. The cost of any such cleaning shall be certified by the Authorised Officer whose decision shall be final.
82. The Hirer shall not cause or permit any fly bill posting or littering in connection with the Event. Without prejudice to the right of the Council to forfeit all or part of the Damage Deposit Bond following any breach of this condition the January 2024
83. Hirer shall in the event of any breach of this condition reimburse the Council for any expense incurred by the Council in removing such waste. In accordance with

the Code of Practice on litter and refuse (including dog faeces) issued under Part IV of the Environmental Protection Act, 1990 (“ the Code”).

The Code is based on the concept of four standards of cleanliness:

Grade A – No litter or refuse

Grade B – Predominantly free of litter and refuse apart from a few minor accumulations

Grade C – Widespread distribution of litter and refuse with minor accumulations

Grade D – Heavily littered with significant accumulations

The condition of the Site (categorised as Zone 2. Area under the Code of Practice) must achieve Grade A standard.

If the Site’s condition only satisfies Grade B it must be restored by you to Grade A standard within 4 hours.

If the condition falls to Grade C it must be restored by you to Grade A within 8 hours, and if Grade D within 12 hours.

The decision of the Facilities Manager or Clerk to the Parish Council, or such Officer as they may nominate, as to whether the necessary Grade A standard has been achieved will be final and binding on the Hirer.

If it is decided that Grade A has not been achieved, then the contract may be terminated forthwith, and the Facilities Manager may arrange for the necessary cleaning work to be undertaken and charge any resulting costs to the Hirer

84. The Hirer shall be responsible for the disposal of recyclable materials;

Health and Safety

85. The Hirer shall comply immediately with all requirements of the Council as local authority or of the Chief Fire Officer or the Chief Constable

86. The Hirer shall obtain all necessary licences, consents or authorities required by any applicable health and safety legislation for any activity carried out on the Site and comply with all such regulations and the Hirer shall ensure that adequate measures are employed on the Site to ensure the Health, Safety and Welfare of persons at work and any visitors to the Site.

87. The Hirer shall be responsible for all security and labour relating to the Event and for the conduct of all staff, agents, colleagues, contractors, sub-contractors and guests throughout the period of hire and acknowledge that the Council is merely permitting the use of the Site without the use of its manpower, equipment or resources.

88. Any electrical appliance or lighting brought onto the Site for use during the Period of Hire period must have a visible current Portable Appliance Test (PAT) certificate. Any electrical equipment used must be suitable for safe connection with an outdoor socket.

89. No alterations to the electrical distribution or other infrastructure in the Structure will be permitted.
90. The Authorised Officer shall be permitted to immediately terminate the Hire if s/he determines that the safety of the Site or people within it are at risk due to the Hirer failing to comply with any of the terms above relating to Health and Safety. The Council will not be liable for any damages arising from the termination or suspension unless arising directly from the Council's negligence.
91. Before the Period of Hire, the Hirer must provide in writing contact details of any contractors and any relevant risk assessments, method statements and/or safe systems of work as required by the Authorised Officer for any activities or procedures to be undertaken by the Hirer or their contractors to enable the Event.
92. All access onto the Site must be via the agreed route. The Site will be made accessible to the Council to enable any maintenance works to take place if necessary. A car park for the visiting public should be signed with the appropriate signage; this shall not cause any obstruction nor infringe any laws pertaining to highways and /or street furniture.

Public Liability Insurance Criteria

93. All participants must have their own Public Liability Insurance unless cover has been specifically arranged on the organisers policy.
- Peasedown St John Parish Council will NOT accept an insurance schedule alone; only an Insurance Policy Certificate or a 'To Whom It May Concern' Confirmation letter, covering the details below is acceptable.
 - Name of you/your organisation
 - States PUBLIC liability (not Employers or otherwise) for minimum £5million cover
94. Confirmation Letter / Policy Certificate is an official letter or document of an agreement that has been arranged between the two parties for the type of cover required.
95. It will always include:
- details of the insurer & the insured
 - policy reference with a policy expiry date after the event date
 - cover type & breakdown with significant information, such as exemptions & clauses
 - and be signed & dated on letter headed paper
96. Documentation types not accepted alone, supplementary information only:
- Policy Schedule - this is just an outline of cover that is scheduled to be provided including individual requests and personal circumstances that would be insured under the agreement, and not confirmation that any legal agreement has actually been made or still exists.

- Policy Wording & Summary - These are the actual legal statements or iterations of the [generic] policy elements that the insurer offers, but again not confirmation an individual policy was agreed.
- Statement of Fact - this are the details of cover required, as submitted on application to the insurer, to obtain the policy.
- Terms & Conditions - the agreement arrangement between the insurer and the insured to do business....not an insurance policy document.
- Invoice & Receipt - a request for payment for the policy; does not show payment actually made or policy agreed, and even a receipt does not guarantee the policy was created or agreed.
- Application & Quote - Request for a policy from insurer and suitable policy offer only.

Of note:

- Policy Number - a policy number does not guarantee a current existing legal arrangement. They are created as individual accounts are requested and are not representative of the agreement as a policy can exist with a number but never have been confirmed by either party or cancelled after the event.