



## **Community Hub & Village Hall**

### **Conditions of Hire**

V1.0 - April 2026

# **SECTION 1 – Introduction, Scope and Booking Confirmation**

## **1.1 Introduction & Scope**

These Conditions of Hire apply to all bookings for premises operated by Wellesbourne and Walton Parish Council, including The Community Hub and Wellesbourne Village Hall.

These Conditions set out the terms under which individuals, organisations, groups and businesses may hire rooms, halls, facilities or other spaces managed by the Parish Council.

For the purposes of these Conditions, Wellesbourne and Walton Parish Council may be referred to as “the Parish Council”, “we”, “us” or “our”. The person, group, organisation or business making the booking may be referred to as “the Hirer”, “you” or “your”.

## **1.2 Booking Confirmation**

The specific details of each hire, including the venue, room or space booked, date, time, purpose of hire, hire fee and any additional charges, will be confirmed separately through the booking system, booking confirmation, invoice or written correspondence.

By making or proceeding with a booking, the Hirer confirms that they have read, understood and agree to comply with these Conditions of Hire.

## **1.3 Hire Fees and Payment Terms**

### **1.3.1 One-Off Bookings**

For all one-off bookings, the full hire fee must be paid within 7 working days of booking confirmation in order to secure the booking.

Where the booking date falls within 7 working days of the booking confirmation date, the full hire fee must be paid by the next working day.

If payment is not received within the required timeframe, Wellesbourne and Walton Parish Council reserves the right to cancel the booking and release the date to other hirers.

### **1.3.2 Recurring Bookings**

For recurring bookings, hire fees may be paid either:

- In advance, or
- By invoice issued at the end of each calendar month.

Any advance payments will be held on account and applied as credit against future invoices.

Invoices must be paid in accordance with the payment terms stated on the invoice.

Wellesbourne and Walton Parish Council reserves the right to suspend or cancel future bookings where invoices remain unpaid.

### **1.3.3 Payment Methods**

Payments must be made by bank transfer or by card payment where available.

Cash payments are not accepted unless expressly agreed in advance by the Parish Council.

If an alternative payment method is required, this must be agreed in advance with the Parish Council.

#### 1.3.4 Outstanding Payments

Wellesbourne and Walton Parish Council reserves the right to refuse, suspend or cancel current or future bookings where outstanding balances remain unpaid.

Failure to comply with payment terms may result in refusal of future bookings.

#### 1.4 Hire Fee Reviews

For recurring bookings, hire fees may be reviewed and amended by Wellesbourne and Walton Parish Council.

Hirers will be given a minimum of one month's written notice of any changes to recurring hire fees.

Revised hire fees will apply immediately following the end of the notice period unless otherwise agreed in writing.

#### 1.5 Cancellation Terms

A minimum of 10 working days' written notice must be given to cancel an individual booking session.

If less than 10 working days' notice is given, the full session fee will be charged.

Where sufficient notice of cancellation is given and payment has already been made for the cancelled session, the payment will normally be held on account and treated as credit against future bookings.

If a refund is requested instead of credit, the Hirer must contact the Parish Council. Refund requests will be considered at the discretion of Wellesbourne and Walton Parish Council.

#### 1.6 Termination of Recurring Booking

Where bookings are made on a recurring or ongoing basis, either party may terminate the arrangement by providing a minimum of four weeks' written notice unless otherwise agreed in writing.

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## **SECTION 2 – Use of Facilities**

### **2.1 Access and Use of Premises**

The Hirer is permitted to use only the room(s), hall(s), facilities or areas specified in the booking confirmation.

Access to the premises is permitted only during the agreed booking times. This includes all setup, preparation and clearing away, which must take place within the booked period unless otherwise agreed in advance.

The Hirer must ensure that the premises are used respectfully, responsibly and only for the purpose agreed at the time of booking.

Wellesbourne and Walton Parish Council reserves the right to access any part of the building during hire periods where reasonably necessary for operational, safety, security or emergency purposes.

The Hirer must comply with all reasonable instructions provided by the Parish Council or its authorised representatives.

In some cases, Hirers may be asked to open and/or close the building. This will only be arranged in advance where appropriate, and suitable guidance will be provided.

## **2.2 Security and Building Access**

Where the Hirer is entrusted with responsibility for opening or closing the premises, the Hirer must ensure that:

- The building is properly secured
- Doors and windows are closed and locked where required
- Security systems are used correctly where instructed
- Keys, access codes or entry systems are used responsibly and not shared without permission

The Parish Council accepts no responsibility for loss arising from failure to secure the premises correctly.

Where keys, access codes, alarm procedures or other security responsibilities have been entrusted to the Hirer, the Hirer may be held responsible for losses, damages or additional costs arising from misuse, negligence or failure to follow instructions.

## **2.3 Supervision and Responsibility**

The Hirer is responsible for:

- The supervision of the premises during the hire period
- The behaviour, conduct and safety of all persons attending
- Ensuring compliance with these Conditions of Hire
- Ensuring that the activity remains consistent with the purpose agreed at the time of booking

The Hirer must nominate a responsible person who will be present for the duration of the booking and who is authorised to act on behalf of the Hirer where required.

The Hirer must not sub-let, assign, transfer, or permit use of the premises by any other individual, group or organisation without prior written permission from Wellesbourne and Walton Parish Council.

All persons under the age of 18 must be supervised by a responsible adult at all times.

Where activities involve children, young people or vulnerable adults, the Hirer is solely responsible for ensuring that appropriate safeguarding measures, supervision ratios, qualifications, insurance, DBS checks and legal compliance are in place where required.

## **2.4 Furniture and Room Setup**

Tables, chairs and any agreed equipment or facilities may be used by the Hirer as part of the booking.

All furniture and equipment must be used safely, respectfully, and only for its intended purpose.

Unless otherwise agreed:

- Furniture must be returned to its original layout and location at the end of the hire period
- Equipment must be returned in the condition in which it was provided
- Nothing may be removed from the premises without prior permission
- Decorations, notices or materials must not be attached to walls, doors, ceilings, fixtures or fittings without prior permission

Any damage, breakage, loss or maintenance concerns must be reported to the Parish Council as soon as reasonably practicable.

Where setup support is requested in advance, assistance may be provided where staffing allows, but this cannot be guaranteed.

## **2.5 Kitchen Use**

Where kitchen or food preparation facilities are included as part of the booking, the Hirer may use the available facilities only for the purposes agreed as part of the hire.

Kitchen facilities vary by venue and may differ between premises. The Hirer is responsible for ensuring that any kitchen, catering or food preparation area is used safely, responsibly and in accordance with any venue-specific guidance provided.

Unless otherwise agreed in writing:

- Kitchen facilities must not be used for large-scale commercial catering or food production
- Raw meat, poultry or fish must not be prepared on site unless prior written permission has been granted and all relevant legal, hygiene and insurance requirements are met
- All appliances and equipment must be used safely and only for their intended purpose
- All food safety, hygiene and allergen legislation must be complied with
- All food, drink and personal items must be removed at the end of the hire unless otherwise agreed
- Kitchen areas, equipment, utensils and surfaces used must be cleaned thoroughly after use
- Appliances must be switched off after use

The Hirer accepts full responsibility for:

- The preparation, handling, storage, serving and safety of all food and drink brought onto or prepared on the premises
- Compliance with all applicable food safety and allergen legislation
- The actions of any external caterers, food providers or contractors engaged by them

Wellesbourne and Walton Parish Council accepts no responsibility for food prepared, supplied or consumed during the hire except where legally required.

The Parish Council reserves the right to restrict or withdraw kitchen use where these Conditions are not met.

## **2.6 Food and Drink**

Food and drink may be consumed on the premises unless otherwise restricted by the venue, booking terms or Parish Council guidance.

The Hirer is responsible for ensuring that:

- Food and drink are managed safely and responsibly
- Spillages are cleaned promptly
- Waste is disposed of appropriately
- The premises are left clean and tidy
- Attendees comply with any venue-specific restrictions regarding food or drink

Wellesbourne and Walton Parish Council reserves the right to restrict food and drink in certain areas or during certain activities where necessary for safety, cleanliness, licensing or operational reasons.

## **2.7 Cleaning and Condition of Premises**

The Hirer is responsible for leaving the premises, including all rooms, facilities and any areas used, in a clean, tidy and reasonable condition at the end of the hire period.

This includes, where applicable:

- Removing all rubbish and personal belongings
- Returning furniture and equipment to its original or agreed layout
- Cleaning surfaces, kitchen areas or equipment used
- Ensuring toilets, entrances and shared spaces used are left in an appropriate condition
- Reporting any damage, breakages, faults or concerns

All waste must be disposed of in accordance with venue guidance. Where specific waste disposal instructions are provided, these must be followed.

Where additional cleaning, waste removal, repairs or maintenance are required beyond what would reasonably be expected from normal use, Wellesbourne and Walton Parish Council reserves the right to charge the Hirer for reasonable associated costs.

Any such charges will be communicated to the Hirer and may be added to an invoice or deducted from any deposit where applicable.

## **2.8 Equipment and Additional Facilities**

Any equipment, specialist facilities or additional services required by the Hirer (including but not limited to projectors, screens, sound systems, staging, sports equipment or specialist rooms) must be requested in advance and are subject to availability.

Additional charges may apply.

The Hirer is responsible for ensuring that:

- All equipment provided is used safely, appropriately and only for its intended purpose
- Any instructions provided are followed
- Any faults, damage or concerns are reported promptly
- Any equipment brought onto the premises by the Hirer is safe and suitable

Wellesbourne and Walton Parish Council reserves the right to refuse the use of any equipment or activity considered unsafe, unsuitable, unlicensed or inappropriate.

## **2.9 Venue-Specific Facilities and Additional Conditions**

Certain rooms, facilities, specialist spaces or activities may be subject to additional venue-specific rules, operating procedures or usage guidance.

This may include, but is not limited to:

- Specialist activity spaces
- Sports or recreational facilities
- Snooker or games rooms
- Stages or performance areas
- Outdoor spaces or gardens
- Kitchen or catering areas

Where such additional conditions apply, these will form part of the overall Conditions of Hire and must be complied with by the Hirer and all attendees.

It is the Hirer's responsibility to ensure that all relevant participants understand and follow any venue-specific guidance provided.

## **2.10 Behaviour and Conduct**

The Hirer must ensure that all attendees behave respectfully, responsibly and lawfully at all times.

Activities must not:

- Cause damage to the building, grounds, equipment or facilities
- Cause nuisance, disruption or disturbance to neighbouring properties, staff, other hirers or users
- Breach any law, licence, regulation or Parish Council policy
- Create unreasonable noise, risk or disorder

The Hirer must take reasonable steps to ensure that noise levels remain appropriate to the activity and venue, particularly during evening bookings, arrival, departure and outdoor use.

Attendees must leave the premises in a safe, orderly and respectful manner.

Wellesbourne and Walton Parish Council reserves the right to require any individual or group to leave the premises, or to terminate a booking immediately, where behaviour is considered unsafe, unlawful, disruptive, inappropriate or in breach of these Conditions.

## **2.11 End of Hire**

At the end of the hire period, the Hirer must ensure that:

- The premises are left clean, tidy and in an appropriate condition
- All attendees have vacated safely and responsibly
- All personal belongings, equipment, decorations and waste are removed unless otherwise agreed
- Furniture, equipment and facilities used are returned to their original or agreed positions
- Lights, appliances, equipment and utilities used during the hire are switched off where appropriate
- Doors, windows and access points are secured where instructed
- Any faults, incidents, damage or concerns are reported to the Parish Council as soon as reasonably practicable

The booked hire period includes setup, pack down and clearing away unless otherwise agreed in writing.

Additional charges may apply where the Hirer fails to comply with these requirements, including where extra cleaning, security, staff time, repairs or remedial action are required.

Where the Hirer has been entrusted with closing responsibilities, all closing procedures provided by Wellesbourne and Walton Parish Council must be followed. Failure to do so may result in additional charges, suspension of future hire privileges, or liability for resulting losses or damages.

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## **SECTION 3 – Health and Safety**

### **3.1 General Health and Safety Responsibility**

The Hirer is responsible for ensuring that all persons attending or participating in their booking conduct themselves safely and in accordance with all applicable health and safety requirements.

The Hirer must:

- Comply with all relevant health and safety legislation applicable to their activity
- Follow all safety instructions, signage and operational guidance provided by Wellesbourne and Walton Parish Council

- Take reasonable steps to identify and manage risks associated with their activity
- Ensure that all activities are suitable for the booked premises
- Ensure that attendees are supervised appropriately

The Hirer must not undertake any activity which may endanger the safety of persons, property, equipment or the premises.

Wellesbourne and Walton Parish Council reserves the right to stop, restrict or terminate any activity where safety requirements are not being met or where there is a risk to persons, property or the venue.

### **3.2 Fire Safety and Emergency Procedures**

The Hirer must familiarise themselves with the fire safety procedures, evacuation routes, emergency exits and assembly points applicable to the booked premises.

The Hirer must ensure that:

- Fire exits, evacuation routes and access points remain clear and unobstructed at all times
- Fire doors are not propped open unless specifically authorised
- Fire safety equipment is not tampered with, obstructed or misused
- Occupants can evacuate safely in the event of an emergency
- Any venue-specific fire safety instructions are followed

Where the Hirer is responsible for opening the premises, they must ensure that required fire exits are accessible and available for immediate use during occupation.

In the event of a fire alarm, suspected fire, or other emergency requiring evacuation:

- All attendees must leave immediately using the nearest safe exit
- Emergency services must be contacted where appropriate by dialling 999
- No person may re-enter the building until authorised by emergency services or the Parish Council

The Hirer is responsible for ensuring that all attendees are aware of emergency arrangements during the hire period.

### **3.3 Maximum Occupancy and Safe Capacity**

The Hirer must not exceed the maximum occupancy or safe capacity limits for any room, hall, facility or area being used.

Occupancy limits are determined by the relevant fire risk assessment, health and safety guidance, room layout, activity type and venue-specific operational requirements.

The Hirer must ensure that:

- Attendance numbers remain within permitted limits at all times
- Furniture layouts, equipment placement and activity setup do not compromise safe movement or emergency evacuation
- Entrances, exits and circulation routes remain clear
- Overcrowding does not occur

Wellesbourne and Walton Parish Council reserves the right to restrict attendance, amend room layouts, or terminate activities where occupancy or safety requirements are not being met.

### **3.4 Accidents, Incidents and Reporting**

The Hirer must report any accidents, injuries, safeguarding concerns, dangerous occurrences, damage, near misses or incidents arising during the hire period to Wellesbourne and Walton Parish Council as soon as reasonably practicable.

Where required, the Hirer must:

- Assist with the completion of accident or incident records
- Provide relevant factual information
- Cooperate with any reasonable investigation or safety review

Where emergency services, safeguarding authorities or other agencies are required, the Hirer remains responsible for taking immediate appropriate action while also informing the Parish Council.

Failure to report significant incidents may be treated as a breach of these Conditions of Hire.

### **3.5 Electrical Equipment and Utilities**

Any electrical equipment, appliances or specialist equipment brought onto the premises by the Hirer must be safe, suitable for its intended use, properly maintained and compliant with relevant safety standards.

Where applicable, electrical equipment should be PAT tested or otherwise demonstrably safe.

The Hirer must ensure that:

- Equipment is used only for its intended purpose
- Cables, plugs and extensions do not create hazards
- Electrical sockets are not overloaded
- Equipment does not interfere with the building's systems, alarms or infrastructure
- Any faults, damage or concerns are reported immediately

Wellesbourne and Walton Parish Council reserves the right to inspect, restrict or refuse the use of any equipment considered unsafe, unsuitable or inappropriate.

The Hirer must not interfere with, alter or misuse the premises' electrical systems, heating systems, utilities or safety infrastructure.

### **3.6 First Aid and Medical Responsibility**

Basic first aid provision may be available on site; however, the Hirer remains responsible for ensuring that their activity is appropriately supervised and that suitable first aid or medical arrangements are in place where required by the nature of the activity.

This is particularly important for:

- Physical activity sessions
- Large events
- Children's activities
- Higher-risk activities
- Activities involving vulnerable persons

The Parish Council accepts no responsibility for the Hirer's failure to provide appropriate supervision, first aid or medical arrangements where reasonably required.

### **3.7 Smoking, Vaping and Substance Use**

Smoking and vaping are not permitted inside Parish Council premises unless expressly authorised in designated areas.

The Hirer must ensure that all attendees comply with this requirement.

Where smoking or vaping is permitted outdoors, it must be conducted responsibly, safely and in accordance with any venue-specific guidance, including appropriate disposal of cigarette ends or related waste.

The use of illegal substances, prohibited materials, or any unlawful activity on the premises is strictly prohibited.

The Hirer must not permit any activity involving excessive intoxication, unsafe behaviour, or substance misuse that may place persons, property or the venue at risk.

Wellesbourne and Walton Parish Council reserves the right to terminate hire immediately where such behaviour occurs.

### **3.8 Hazardous Materials, Dangerous Activities and Higher-Risk Use**

The Hirer must not bring onto the premises or use any hazardous, flammable, explosive, toxic or otherwise dangerous substances, equipment or materials without prior written permission from Wellesbourne and Walton Parish Council.

This includes, but is not limited to:

- Naked flames
- Fireworks or pyrotechnics
- Gas appliances not approved for use
- Hazardous chemicals
- Smoke machines or specialist effects
- Weapons or imitation weapons (except where expressly agreed for lawful ceremonial, educational or performance purposes)

Activities involving elevated physical, technical, safeguarding or public safety risks must be declared in advance and may require:

- Risk assessments
- Specialist insurance
- Qualifications or licences
- Additional supervision or controls

Wellesbourne and Walton Parish Council reserves the right to refuse, restrict or impose additional conditions on higher-risk activities.

### **3.9 Compliance with Safety Instructions**

The Hirer must comply with all reasonable safety, safeguarding, operational and emergency instructions provided by Wellesbourne and Walton Parish Council, its authorised representatives, venue staff, or emergency services.

This includes instructions relating to:

- Fire safety
- Evacuation

- Safeguarding
- Venue capacity
- Equipment use
- Security
- Incident response
- Building operations

Failure to comply with safety instructions may result in:

- Immediate suspension or termination of the booking
- Removal from the premises
- Additional charges where costs arise
- Refusal of future bookings
- Referral to relevant authorities where legally required

Wellesbourne and Walton Parish Council reserves the right to take immediate action where safety, welfare, legal compliance or property protection is at risk.

## **SECTION 4 – Insurance and Liability**

### **4.1 Parish Council Insurance**

Wellesbourne and Walton Parish Council maintains Public Liability Insurance for its premises and operations.

This insurance provides cover where the Parish Council is found legally liable for injury to persons or damage to property arising from its negligence.

The Parish Council's insurance does not remove, replace or reduce the Hirer's responsibilities under these Conditions of Hire, nor does it automatically provide cover for the Hirer's activities, attendees, equipment or liabilities.

### **4.2 Hirer Insurance**

The Hirer may be required to hold appropriate Public Liability Insurance or other relevant insurance depending on the nature of the booking.

This is particularly likely where the hire involves:

- Commercial or profit-making activity
- Exercise, fitness or physical activity
- Children, young people or vulnerable adults
- External contractors, instructors or service providers
- Catering or food provision
- Specialist equipment
- Higher-risk activities
- Large public events

Wellesbourne and Walton Parish Council reserves the right to request evidence of insurance, qualifications, licences, risk assessments or compliance documentation prior to the hire.

Where third parties such as instructors, performers, caterers, contractors or service providers are engaged by the Hirer, the Hirer is responsible for ensuring that such parties hold appropriate insurance and legal compliance where required.

#### **4.3 Hirer Responsibility for Property and Equipment**

Wellesbourne and Walton Parish Council accepts no responsibility for:

- Loss, theft or damage to property belonging to the Hirer, attendees, contractors or third parties
- Equipment, stock, materials or valuables brought onto the premises
- Vehicles or personal belongings parked or stored on site unless otherwise required by law

The Hirer is responsible for ensuring that their own property, equipment and materials are adequately insured, supervised and used safely.

All items brought onto the premises are done so at the Hirer's own risk unless otherwise agreed in writing.

#### **4.4 Damage to Premises, Facilities or Equipment**

The Hirer is responsible for any loss, damage, breakage, misuse or unreasonable wear caused to the premises, grounds, facilities, fixtures, fittings or equipment during the hire period where such damage arises from:

- The Hirer's actions or omissions
- Attendees, guests, contractors or participants connected to the Hirer
- Failure to comply with these Conditions of Hire

Wellesbourne and Walton Parish Council reserves the right to recover the reasonable cost of repair, replacement, cleaning, loss of use, insurance excess or associated expenses from the Hirer where appropriate.

This may include invoicing the Hirer directly, withholding deposits where applicable, or pursuing recovery through appropriate legal means.

#### **4.5 Food Safety, Catering and Activity-Specific Responsibility**

Where the Hirer prepares, serves, supplies or permits the provision of food, drink or regulated services during the hire period, the Hirer is solely responsible for ensuring full compliance with all applicable legal, safety and operational requirements.

This includes, where relevant:

- Food safety and hygiene legislation
- Allergen legislation
- Licensing requirements
- Health and safety requirements
- Appropriate qualifications, registrations or certifications
- Insurance requirements

Where the Hirer engages external caterers, instructors, entertainers, contractors or service providers, the Hirer is responsible for ensuring that such parties hold all necessary qualifications, licences, registrations and insurance.

Wellesbourne and Walton Parish Council accepts no responsibility for the actions, omissions, food safety, service quality or legal compliance of the Hirer or any third parties engaged by them except where the Parish Council is legally liable through its own negligence.

## **4.6 Compliance with Safety, Capacity and Legal Requirements**

The Hirer must comply with all applicable:

- Fire safety requirements
- Occupancy limits
- Safeguarding obligations
- Licensing requirements
- Health and safety legislation
- Venue-specific conditions

Failure to comply with these requirements may:

- Constitute a breach of these Conditions of Hire
- Result in immediate termination of hire
- Invalidate relevant insurance cover
- Result in additional costs or liabilities for which the Hirer may be responsible.

## **4.7 Hirer Indemnity**

The Hirer shall be responsible for, and where legally permissible shall indemnify and keep indemnified, Wellesbourne and Walton Parish Council against all reasonable claims, liabilities, losses, damages, costs and expenses (including reasonable legal costs) arising directly from:

- The Hirer's use of the premises
- Any act, omission, negligence or breach of these Conditions by the Hirer
- The actions of attendees, contractors, service providers or participants connected to the Hirer
- Damage to property, facilities or equipment arising from the hire
- Failure to comply with legal, safety, safeguarding or licensing obligations

This indemnity shall not apply to the extent that any claim, loss or liability arises directly from the proven negligence or legal responsibility of Wellesbourne and Walton Parish Council.

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# **SECTION 5 – Licensing, Alcohol and Legal Compliance**

## **5.1 Licensing and Venue Permissions**

The Hirer is responsible for ensuring that their intended activity is lawful, appropriately declared at the time of booking, and compliant with all relevant licensing, legal and regulatory requirements.

Certain activities may require additional permissions, licences, insurance, risk assessments or Parish Council approval before proceeding.

This may include, but is not limited to:

- Sale of alcohol
- Regulated entertainment
- Public performances
- Commercial trading
- Large public events

- Food sales
- Specialist activities
- Temporary structures or equipment

Wellesbourne and Walton Parish Council reserves the right to request evidence of compliance or to refuse activities where appropriate permissions are not in place.

## **5.2 Alcohol**

Alcohol may only be served, supplied, sold or consumed on the premises where permitted by law, venue-specific conditions and Wellesbourne and Walton Parish Council.

The Hirer is responsible for ensuring that:

- Alcohol-related activity is declared in advance where required
- All licensing requirements are met
- Alcohol is served responsibly
- Persons under the age of 18 are not supplied alcohol unlawfully
- Activities do not create nuisance, disorder, safeguarding concerns or legal breaches

Where the sale of alcohol is proposed, the Hirer is responsible for obtaining any Temporary Event Notice (TEN), licence or other legal permission required and for complying fully with all related legal obligations.

## **5.3 Legal Compliance**

The Hirer is responsible for ensuring that their use of the premises complies with all applicable laws, regulations, by-laws, licences, safeguarding obligations and professional standards relevant to their activity.

This includes, but is not limited to:

- Licensing legislation
- Health and safety law
- Safeguarding obligations
- Equality legislation
- Food safety legislation
- Employment or contractor obligations
- Copyright or performance licensing where applicable
- Data protection responsibilities where relevant to the Hirer's own activity

The Hirer must ensure that all necessary permissions, qualifications, registrations, licences and insurances are obtained and maintained.

Wellesbourne and Walton Parish Council accepts no responsibility for the Hirer's failure to comply with applicable legal requirements.

## **5.4 Illegal, Prohibited or Misrepresented Activities**

The Hirer must not use Parish Council premises for:

- Any unlawful purpose
- Undeclared higher-risk activities
- Activities requiring licences or permissions that have not been obtained

- Misrepresented or falsely declared purposes
- Activities likely to cause reputational harm, safeguarding concerns, unreasonable risk or legal breach

Wellesbourne and Walton Parish Council reserves the right to refuse, restrict or terminate hire immediately where illegal, unsafe, prohibited or materially misrepresented activity is suspected or identified.

No refund will normally be payable where termination arises from breach of these Conditions or unlawful conduct.

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## **SECTION 6 – Data Protection, Privacy and CCTV**

### **6.1 Data Protection**

Wellesbourne and Walton Parish Council is committed to handling personal data in accordance with the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and other applicable data protection legislation.

Personal information provided by the Hirer may be used for purposes including:

- Booking administration
- Communication regarding hire arrangements
- Payment processing
- Safety, safeguarding or incident management
- Legal or regulatory compliance
- Operational management of Parish Council premises

Personal data will be handled securely and will not be shared with third parties except where:

- Required by law
- Necessary for legitimate operational purposes
- Required for safeguarding, insurance or safety purposes
- Authorised by the individual or lawful basis applies

### **6.2 CCTV and Venue Monitoring**

Where CCTV or other lawful monitoring systems are in operation at Parish Council premises, they are used for purposes including:

- Safety and security
- Protection of staff, hirers and visitors
- Protection of buildings, grounds and equipment
- Prevention and detection of crime
- Incident investigation
- Insurance or legal purposes

The Hirer is responsible for ensuring that attendees understand that CCTV or monitoring may be in operation where signage or venue guidance indicates this.

### **6.3 Use, Storage and Disclosure of CCTV or Monitoring Data**

Any CCTV footage or lawful monitoring data collected by Wellesbourne and Walton Parish Council will be controlled, stored and managed securely in accordance with applicable legal and operational requirements.

Such data may be accessed, reviewed or disclosed where reasonably necessary for purposes including:

- Security or crime prevention
- Incident or safeguarding investigations
- Insurance claims
- Health and safety investigations
- Legal obligations or law enforcement requests
- Protection of persons, property or the Parish Council

Wellesbourne and Walton Parish Council will not disclose such data unlawfully or for purposes unrelated to legitimate operational, legal or safeguarding needs.

### **6.4 Hirer Responsibilities in Relation to Privacy and Monitoring Systems**

The Hirer must not:

- Tamper with, disable, obstruct or misuse CCTV, alarms, security systems or safety infrastructure
- Misrepresent the presence or absence of monitoring systems
- Use the premises in ways that breach privacy, safeguarding or legal obligations

Any concerns regarding privacy, CCTV or venue monitoring should be raised with Wellesbourne and Walton Parish Council prior to or during the hire where appropriate.

### **6.5 Data Controller**

For the purposes of data protection relating to Parish Council-managed premises, the Data Controller is:

Wellesbourne and Walton Parish Council

Relevant contact details for data protection, privacy or CCTV enquiries will be made available through official Parish Council communication channels or venue documentation.

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## **SECTION 7 – General Terms and Conditions**

### **7.1 Right to Refuse Hire**

Wellesbourne and Walton Parish Council reserves the right to refuse any booking, enquiry or application for hire at its discretion.

This may include, but is not limited to, circumstances where the proposed activity:

- Is considered inappropriate, unsafe or unlawful
- Presents safeguarding, reputational or operational concerns
- Conflicts with Parish Council priorities or operational needs
- Risks damage to premises, facilities or equipment
- Lacks appropriate documentation, insurance or permissions
- Is materially misrepresented

The Parish Council is not obliged to provide detailed reasons where refusal is lawful and appropriate.

## **7.2 Right to Cancel, Amend or Relocate Hire**

Wellesbourne and Walton Parish Council reserves the right to cancel, amend, relocate or reasonably alter bookings where necessary due to circumstances including, but not limited to:

- Emergency use
- Health and safety concerns
- Building maintenance or repair
- Polling station or civic use
- Essential Parish Council business
- Force majeure or circumstances beyond reasonable control
- Operational necessity

Where reasonably possible, notice will be provided.

Where a booking is cancelled by the Parish Council under this clause, payments may be refunded, credited or alternative arrangements offered at the Parish Council's discretion, subject to legal obligations.

## **7.3 Hirer Breach of Conditions**

Wellesbourne and Walton Parish Council reserves the right to suspend, terminate or restrict any booking immediately where:

- These Conditions of Hire are breached
- False, misleading or incomplete information has been provided
- Payment obligations are not met
- There is risk to persons, property, safeguarding or legal compliance
- Illegal, unsafe or prohibited activity is taking place
- Reasonable instructions are not followed
- The Hirer's actions are deemed likely to cause serious disruption, reputational harm or operational difficulty

In such circumstances:

- The Hirer or attendees may be required to vacate immediately
- Additional charges may apply
- Refunds may be withheld where lawful and reasonable
- Future bookings may be refused

## **7.4 Non-Use, Repeated Cancellation or Misuse of Recurring Bookings**

Where a Hirer holds recurring, block or ongoing bookings but repeatedly cancels, fails to attend, underuses sessions, misuses booking privileges or breaches these Conditions, Wellesbourne and Walton Parish Council reserves the right to review, amend or terminate the arrangement with appropriate notice where reasonably practicable.

## **7.5 Limitation of Liability**

To the fullest extent permitted by law, Wellesbourne and Walton Parish Council shall not be liable for:

- Loss, theft or damage to property belonging to the Hirer, attendees or third parties
- Business interruption, loss of income, loss of opportunity or consequential loss arising from the hire
- Injury, damage or loss arising from the Hirer's activities, omissions or third-party actions
- Failures arising from circumstances beyond the Parish Council's reasonable control

Nothing in these Conditions excludes or limits liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Any other liability which cannot lawfully be excluded or limited

## **7.6 No Tenancy, Lease or Property Interest Created**

These Conditions of Hire and any associated booking grant permission to use the booked premises only for the agreed period and purpose.

They do not create:

- A tenancy
- A lease
- Exclusive possession beyond the booked hire period
- A licence beyond the agreed terms
- Any legal or equitable interest in the property

Wellesbourne and Walton Parish Council retains full possession, control and management of all premises at all times.

## **7.7 Force Majeure**

Wellesbourne and Walton Parish Council shall not be liable for any failure, delay, cancellation, interruption or inability to fulfil a booking where such circumstances arise from events beyond its reasonable control.

This may include, but is not limited to:

- Fire
- Flood
- Severe weather
- Power failure
- Structural issues
- Public health emergencies
- Government restrictions
- Industrial action
- Emergency closures
- Utility failures
- Security incidents

Where reasonably possible, the Parish Council may offer alternative arrangements, rescheduling, credit or refunds, but this shall be at its discretion unless otherwise required by law.

## **7.8 Assignment, Transfer and Sub-Letting**

Bookings and hire rights are personal to the Hirer unless expressly agreed otherwise in writing.

The Hirer must not:

- Assign
- Transfer
- Sub-let
- Resell
- Re-advertise for third-party use

any booking, facility or hire arrangement without prior written consent from Wellesbourne and Walton Parish Council.

Unauthorised transfer or misuse may result in immediate termination of hire without refund where lawful.

## **7.9 Waiver**

Failure by Wellesbourne and Walton Parish Council to enforce any provision of these Conditions of Hire at any time shall not constitute a waiver of its right to enforce that provision or any other provision in the future.

Any waiver of rights by the Parish Council shall only be valid where confirmed in writing by an authorised representative.

## **7.10 Governing Law and Jurisdiction**

These Conditions of Hire, and any booking or dispute arising from them, shall be governed by and interpreted in accordance with the laws of England and Wales.

Any disputes arising in connection with these Conditions shall be subject to the jurisdiction of the courts of England and Wales unless otherwise required by law.

## **7.11 Entire Agreement**

These Conditions of Hire, together with the relevant booking confirmation, venue-specific conditions, appendices, policies, or any agreed written amendments issued by Wellesbourne and Walton Parish Council, constitute the entire agreement between the Hirer and the Parish Council in relation to the hire of premises.

The Hirer confirms that they have not relied upon any verbal statement, representation or assurance not expressly confirmed in writing by Wellesbourne and Walton Parish Council.

No variation to these Conditions shall be valid unless confirmed in writing by an authorised representative of Wellesbourne and Walton Parish Council.

## **7.12 Additional Venue-Specific Conditions and Compliance**

Certain premises, rooms, facilities or activities may be subject to additional venue-specific conditions, operational procedures, licensing requirements or supplementary policies.

These may include, but are not limited to:

- Specialist rooms or facilities
- Alcohol-related permissions
- Snooker or recreational spaces

- Outdoor spaces
- Safeguarding-specific activities
- Commercial activities
- High-risk or regulated events

Where applicable, such additional conditions shall form part of the overall Conditions of Hire and are binding upon the Hirer.

Failure to comply with venue-specific conditions, licensing obligations or supplementary policies may result in:

- Refusal or termination of hire
- Immediate suspension of activity
- Additional charges
- Loss of future booking privileges
- Referral to relevant authorities where legally required.

## **SECTION 8 – Agreement and Acceptance**

### **8.1 Hirer Acceptance**

By making, confirming or proceeding with a booking for any premises operated by Wellesbourne and Walton Parish Council, the Hirer confirms that:

- They are over 18 years of age, or are acting through an appropriately authorised adult or organisation
- They are authorised to make the booking on behalf of themselves, their group, organisation or business where applicable
- They have read, understood and agree to comply with these Conditions of Hire
- They accept responsibility for ensuring that all attendees, participants, contractors or guests connected to their booking also comply with these Conditions
- They accept responsibility for the booked activity, use of the premises, and any related obligations arising from the hire

### **8.2 Parish Council Authority**

All bookings are subject to approval, operational requirements and the ongoing authority of Wellesbourne and Walton Parish Council.

The Parish Council reserves the right to enforce these Conditions of Hire, venue-specific policies and applicable legal requirements at all times.