

## CONTACT INFORMATION

Benson Parish Hall, Sunnyside, Benson, Wallingford, OX10 6LZ

Parish office tel: 01491 825038

Email: [halls@bensonpc.org.uk](mailto:halls@bensonpc.org.uk)

website: [www.bensonpc.org.uk](http://www.bensonpc.org.uk)

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## INTRODUCTION

### BENSON PARISH COUNCIL

- (i) The applicant signing the form is deemed to be the Hirer of the premises and is the Liable Payer. The hiring of Benson Parish Hall and Pavilion is subject to strict compliance with the following terms and conditions and to such additional regulations as the Council may from time to time deem it desirable to make. The Hirer, by signing the Hall Hire Application and Contract form, acknowledges that he has read the conditions and has undertaken to comply with them.
- (ii) Any person or persons authorised by the Council may, for any good and sufficient reason, or in case of emergency or in the event of a breach of these terms and conditions, close the Hall and shall refuse admission of any persons to the building. Any breach of regulations may result in further bookings (even if previously confirmed) being cancelled or refused.
- (iii) The Council will always endeavour to provide Premises safe for public use and licensed for the use for which it was hired.
- (iv) The Council **SHALL NOT** be held in any way responsible for the loss, damage, theft or accident to persons or their property within Parish Premises beyond its legal responsibility as owner of public halls.
- (v) In these Terms and Conditions, the following expressions have the meaning:
- |            |   |   |
|------------|---|---|
| “Council”  | - | Benson Parish Council   |
| “Hirer”    | - | the Liable Payer named on the application form                      |
| “Premises” | - | Benson Parish Hall – Main Hall, Lounge, Committee Room and Pavilion |

## TERMS AND CONDITIONS OF HIRE

### 1 HIRE APPLICATIONS

A provisional booking for the use of the premises may be made and will be reserved for a period not exceeding 14 days. The Hire Application and Contract form is to be completed and returned with deposit cheques within this time; failure to do so may result in the provisional booking being cancelled. All booking arrangements are made through the Parish Office at the above address.

No agreement or contract of hire will exist until the application has been approved and confirmed by the Council or its Officers and after the receipt by the Council of the required deposit cheque and booking fee.

Applications from persons under the age of 21 shall NOT be accepted. Do not be offended if proof of age is requested.



The Council reserves the absolute right to refuse or cancel a booking at its own discretion without stating a reason and reserves the right to impose special conditions.

### 2 SESSION TIMES AND HIRE COSTS

The facilities are let on a timed session as follows:

<b>Morning</b>	9.00 a.m. to 1.00 p.m.
<b>Afternoon</b>	1.00 p.m. to 5.00 p.m.
<b>Evening</b>	5.00 p.m. to 10.00 p.m. Sunday – Thursday 5.00 p.m. to 11.45 p.m. Friday and Saturday

**NB. Hirers may access the hall from 8:30am Monday to Friday with prior arrangement through the Parish Office. Hirers are STRICTLY responsible for the collection of keys for Hall access from the Parish Office (opening times: 09:30 – 12:30 Monday to Friday, excluding Bank and Public Holidays).**

Variations to these times within the boundaries of the Premises Licence may be arranged prior to the date of the event through the Parish Office. Extensions to session time hours will be charged at an hourly rate of hire. Charges for the hire of facilities will be in accordance with the rates published and applicable at the date and time of the event. Hire rates are available upon request from the Parish Office and are subject to regular review and the Council reserves the right to vary the rates of hall hire as and when necessary. All events are to be paid on invoice, in advance, without exception.

### 3 CANCELLATIONS

**By Hirer:** Cancellations **must** be notified to the Parish Office at least 28 days before the event. Failure to do so will result in the following charges being applied: More than 4 weeks' notice – Booking fee only. With 2 to 4 weeks notice – Booking fee plus 50% of hire charge. Less than 2 weeks' notice – full cost of hire charge. If a substitute booking of the Premises on the cancelled date and time is made, a full refund less the booking fee will be refunded. **Please note that a refundable deposit of £150 is required from all hirers.**

**By Council:** The Council reserves the right to cancel any letting at any time. In this event, the Council will refund in full the hiring fee. As much notice as possible of any such cancellation will be given. The Council shall not be liable to pay any compensation to any person in respect of the cancellation of the letting.

#### **4 INSURANCE**

The Hirer is responsible for indemnifying the Council against any and all liability arising from any loss or damages, howsoever caused, and arising from the hall not being available due to circumstances outside of the control of the Council. The Hirer is advised to take out INDEMNITY INSURANCE and shall provide the Council with a copy of the certificate upon request.

#### **5 ACCOMMODATION**

The hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers.

<b>Premises</b>	<b>Dimensions (approx)</b>	<b>Layout</b>	<b>Maximum Capacity</b>
<b>Parish Hall</b>  Main hall	12m x 22m (39ft x 72ft)	All seated (theatre style)	300 (total)
		Seated at tables	200
		Dinner dance	180
		Barn dance	150
		Fair	100
Lounge	6.5m x 7m (21ft x 23ft)	All seated (theatre style)	45
		Seated at tables	30
		Fair	30
Committee room	8m x 9m (26ft x 29ft)	All seated (theatre style)	30
		Seated at table	12
		Fair	20
		Exercise class	16
<b>Pavilion</b>	5.5m x 4.5m (18ft x 15ft)	Seated at tables	24

#### **6 ALCOHOL (Parish Hall only)**

When a Hirer intends to have alcohol on sale or allow the consumption of alcohol at an event, the form 'Application for Authorisation to allow the Sale and/or Consumption of Alcohol' must be submitted to the hall's Designated Premises Supervisor, with a named person to whom the permission is to be granted (see form at page 12 below). The terms and conditions as stated on the form must be strictly adhered to. **There is a standard fee of £25.00 for this licence.**

#### **7 FIRE SAFETY**

In respect of fire safety, the Hirer of the Premises will be considered to be a "temporary responsible person" under a duty imposed by the Regulatory Reform (Fire Safety) Order 2005 and are therefore responsible for the fire safety of the Premises and the safety of all relevant persons, and liable in respect to any offence(s) under the Order committed as a consequence of your actions/inactions during the period of hire; *this does not remove any responsibilities or liabilities from Benson Parish Council (as principal responsible person) to have taken all reasonable steps to ensure the premises are provided with adequate fire safety arrangements that are suitable and sufficient for the proposed use as set out in the hire agreement.*

As "temporary responsible person" you are therefore required to act in accordance with the emergency fire procedures as set out by Benson Parish Council (principal responsible person) and referred to in the emergency fire action plan.

As "temporary responsible person" you are required to provide at your own cost the services of sufficient "safety assistants" to help you implement the emergency fire action plan and other associated fire safety measures in the event of an incident. When on the premises during normal working hours, the Council staff will assist in the undertaking of these roles in accordance with the emergency fire procedures.

The "safety assistants" are to act as "fire marshals" to ensure everyone leaves the premises in an orderly and efficient manner (including anyone who may be in the toilets at the time the alarm actuates) and to manage the assembly point and roll call (as far as is practical), while the "temporary responsible person" acts as overall "fire co-ordinator" to ensure a 999 call is made to the fire and rescue service, to be present to receive the fire and rescue service and to inform them as to what is on fire, where the fire is (if known), and if anyone who was in the building is believed to be missing. In addition as soon as possible the responsible person should make contact with a Council official to request their attendance.

Nothing shall take place which will invite any increased risk of fire. In the event of any such hiring, the Hirer will be required to meet the cost of any special insurance that is necessary. The "safety assistants" shall be made aware of the location of the fire extinguishers and exits in the building and the assembly point in the car park.

The conditions of the emergency procedure are attached.

## **8 RISK ASSESSMENTS**

It is the responsibility of the Hirer to comply with the Council's Terms and Conditions of Hire and to ensure that they assess their own risks and activities. Where necessary, the Hirer needs to advise the Council of these risks and agree any action or risk management as is deemed necessary. The Council reserves the right to ask for a copy of the Hirer's risk assessment at any time.

## **9 ACCESS TO THE PREMISES**

The Hirer is responsible for arranging with the Parish Office the collection and return of the keys and for their safe keeping whilst in the Hirer's possession. (Parish Office opening hours: 09:30 – 12:30 Monday to Friday, excluding Bank and Public Holidays.)

The Council reserves the right of entry for its duly authorised officers at all times. The emergency services shall be allowed access at all times. **The Hirer is responsible for maintaining the security of the premises during the period of hire, ensuring that only those with a legitimate connection with the Hirer, the emergency services or those authorised by the Council have access. The Hirer is responsible for ensuring the premises are closed and locked (please see clause 18).**

## **10 EXITS**

All doors providing means of escape from the Premises are to remain unlocked, unfastened (except where fastened by any approved emergency release door furniture) and unobstructed (by furniture or any other item) throughout the period of hire.

## **11 SMOKING and VAPING**

Smoking and vaping (e-cigarettes) of any form is strictly forbidden in ALL areas of the Premises.

## **12 ELECTRICAL EQUIPMENT**

The Hirer is responsible for ensuring that all electrical appliances brought onto the Premises for their event have passed the Portable Appliance Test (PAT) for electrical safety within the last 12 months and are labelled as such. It is the Hirer's responsibility to ensure that the electrical supply voltage and installation facilities are suitable for the equipment and that such equipment is properly earthed. Hirers are required to produce evidence of current safety inspection certificates.

## **13 NOISE**

The Hirer shall ensure that any disco or similar electrically powered equipment is always connected to the mains sockets located on the stage to ensure that the noise limiter will activate should the noise levels exceed the licensed level.

The Hirer shall ensure that noise emanating from the Premises shall not cause a nuisance to local residents. If possible, doors and windows should remain closed while music is being played. People are requested to be considerate and leave the Premises quietly.

**FAILURE TO COMPLY WITH THESE REQUIREMENTS MAY RESULT IN FUTURE APPLICATIONS BY THE HIRER BEING REFUSED FOR NON-COMPLIANCE.**

## **14 BEHAVIOUR**

The Hirer is responsible for the behaviour of all people attending the event and for ensuring that there is no offensive conduct. The Hirer is required at his own cost to provide 4 stewards to be on duty throughout the event. The stewards will be responsible to the Hirer for ensuring the permitted occupancy is not exceeded at any time and for ensuring that proper order is maintained at all times and no person who is under the influence of alcohol or is likely to cause any disturbance or annoyance is admitted to the building. The Hirer shall ensure that all stewards are familiar with the Terms and Conditions of Hire. The Hirer will accept full responsibility for the preservation of order and seemly conduct of the event. Proper and adequate arrangements must also be made for the control of the toilets and the external perimeter of the building.

## **15 ACCIDENTS AND FIRST AID**

It is the responsibility of the Hirer to conduct a risk assessment of the need to appoint a qualified First Aider. If deemed necessary, it is the responsibility of the Hirer to appoint a qualified First Aider who should be in attendance for the duration of the hire. A First Aid Kit and Accident Book are available in the kitchen of the Premises – Hirers are requested to inform the Parish Office of any items used from the First Aid Kit. Any accidents must be reported to the Parish Office, and the Accident Book completed.

## **16 CAR PARKING**

The hirer shall ensure that all cars are parked within the lined areas of the car park. Overflow parking is available on the edge of the recreation ground (to be opened on request) but parking on any part of the recreation ground is forbidden. People are asked to avoid parking on the road and to be considerate to local residents, due to restricted access into driveways.

## **17 DAMAGES**

The Hirer shall report any damage caused to or loss of Council property during the event as soon as possible after the event (i.e. the next working day). Damage or loss caused to the Premises and contents (including crockery) shall be the sole responsibility of the Hirer who shall reimburse the Council for the cost of rectification in full.

No chalk dust, confetti or similar materials are to be spread on the floor. The Hirer is responsible for any damage to the floor and the costs of restoring the floor to its condition prior to the hiring will be paid to the Council by the Hirer. Attention of the Hirer is drawn to the fact that stiletto heels can damage the floor.

The use of helium balloons in the main hall is not permitted as they rise to the ceiling and get trapped in the heating fans. Their removal involves bringing in equipment to reach up to the ceiling and is costly, more so should damage be caused to the fans. This cost is the responsibility of the Hirer.

The use of candles or other forms of naked lights is forbidden on the Premises and all decorations must be constructed of fireproof material.

## **18 CLOSING AND VACATING THE PREMISES**

All licensable activities and sale of alcohol must cease in accordance with the times as stated on the Premises Licence. All guests must have vacated the Premises by not later than the times stated at item 2.

The Hirer shall ensure that the Premises are left in a clean and tidy condition for the next Hirer. This shall include (i) toilets being left in a reasonable condition of cleanliness (ii) all spillages cleared up (iii) tables and chairs being wiped down and put away and (iv) all rubbish cleared away and disposed of by the Hirer. Failure of the Hirer to ensure that the Premises are left in a clean and tidy condition shall result in the costs incurred by the Council in having to arrange cleaning being charged to the Hirer by means of a deduction from their deposit cheque and future applications for hire of the Premises may be refused. **Refund of deposit shall only be made after inspection of hired premises by Halls Manager.**

The Hirer shall ensure that waste is sorted into the appropriate bins for recyclable, non-recyclable or food waste. Cleaning equipment is provided in the broom cupboard. Cleaning products, cloths, tea towels and bin bags are not provided.

The Hirer shall ensure that the Premises are left safe and secure with all doors and windows closed and locked, taps turned off and all electrical and other appliances (including lights) switched off. The Hirer is to perform a 'walk-around' check to ensure that all persons have left the Premises (e.g. in a toilet).

**All keys must be returned to the Parish Office within seven days of hiring. Any keys NOT returned within seven days will be charged to the hirer at £30 per set of keys.**

## **ACCEPTANCE OF TERMS AND CONDITIONS**

**The name and signature of the applicant on the attached hire application form and, where applicable on the alcohol licence application form, shall be deemed to be acceptance of these terms and conditions for the hire of Benson Parish Hall.**

**BENSON PARISH COUNCIL**  
**TERMS AND CONDITIONS FOR THE SALE AND/OR CONSUMPTION OF ALCOHOL**  
**AT BENSON PARISH HALL**

- 1 The sale and/or consumption of alcohol is not permitted unless and until the Parish Council Designated Premises Supervisor (DPS) has granted authorisation to a named person(s) to operate the bar. The hours designated on the Authorisation granted to the Hirer are to be strictly adhered to and the named person MUST be present at all times whilst alcohol is being sold/consumed on the Premises.
- 2 Alcohol is not to be sold or delivered to anyone less than 18 years of age, noting that:
  - a. A PASS proof-of-age card, photo driving licence or passport can be accepted as proof of age (to be requested from anyone appearing to be below the age of 21).
  - b. Persons under the age of 18 years may be provided with a soft or non-alcoholic drink but not a low alcohol drink.
  - c. An Adult may purchase wine, beer or cider for someone aged 16 or over for drinking with a table meal taken with an adult.
  - d. Alcohol must not be sold to anyone buying on behalf of someone under the age of 18 (other than item c above).
- 3 Alcohol is not to be sold to anyone who appears to be drunk or who is buying for someone who appears drunk. (Slurred speech, clumsy movement and loud or aggressive behaviour are signs of drunkenness). Drunk and disorderly behaviour must not be permitted and if someone refuses to leave when asked politely to do so warning shall be given that they are committing a criminal offence. In the event that they refuse to leave when asked, the police are to be called for assistance.
- 4 Drugs, smuggled or Duty Free Goods are not to be brought onto the Premises or sold or consumed on the Premises. Should the Hirer suspect that this is happening the Police are to be called for assistance.
- 5 Every sale of alcohol made by a person under the age of 18 years must be specifically authorised by either the Designated Premises Supervisor or the adult(s) authorised on the application.
- 6 The maximum penalty for breaking the law in respect of the above is a fine of £20,000 or 6 months in jail. Those attempting to purchase alcohol who are under 18, buying for someone under 18 or who are drunk or buying for a drunk are also guilty of an offence.

**BENSON PARISH HALL**  
**SUNNYSIDE, BENSON, WALLINGFORD, OX10 6LZ**

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# **EMERGENCY PROCEDURE**

The Hirer of the Premises is the responsible person and must familiarise him/herself with the requirements set out below of the Emergency Procedure during occupation of the Building.

**IN THE EVENT OF FIRE in the building, the building should be evacuated immediately and at the earliest opportunity an emergency 999 call should be made quoting:**

**“Fire at:**

**Benson Parish Hall, Sunnyside (off the B4009 Watlington Road), Benson, OX10 6LZ”**

**or**

**Benson Pavilion, Sunnyside (off the B4009 Watlington Road), Benson, OX10 6LZ”**

**The responsible person must:**

- 1 Appoint a fire marshal and instruct assistants of the Emergency Procedure
- 2 Ensure that he/she acquaints him/herself with the location of the emergency equipment and emergency exits.
- 3 Ensure that the building is evacuated immediately the alarm system is activated.
- 4 Ensure that people gather outside in the Fire Assembly Point (the front car park opposite the main entrance) and be accounted for (he/she is responsible for accounting for the number of persons attending the function).
- 5 Once the building is evacuated, contact a Council Official to advise accordingly.
- 6 Ensure that no person re-enters the building until the Fire Service issue instructions accordingly.

**In the interests of safety, your co-operation is requested to ensure that the instructions are adhered to.**

## EMERGENCY EXITS / EXTINGUISHERS

### EMERGENCY EXITS

PARISH HALL ENTRANCE DOORS (These doors must be left unlocked during use of hall)

- KITCHEN - EXIT FACING TENNIS COURTS
- MAIN HALL - 3 x EXITS FACING RECREATION GROUND (REAR OF HALL, ALCOVE AND FRONT OF HALL BY STAGE)  
EXIT FACING TENNIS COURTS FRONT OF HALL
- LOUNGE - EXIT TO CAR PARK
- PAVILION - EXIT TO TENNIS COURT SIDE (Shutters must be open during use of pavilion)  
- EXIT TO RECREATION GROUND SIDE  
- 2 x EXITS THROUGH CHANGING ROOMS

### FIRE EXTINGUISHERS

- ENTRANCE - HYDROSPRAY BELOW FIRE ALARM PANEL
- KITCHEN - FIRE BLANKET TO RIGHT OF OVEN  
- FOAM EXTINGUISHER BY FIRE EXIT  
- CO<sub>2</sub> EXTINGUISHER BY FIRE EXIT
- MAIN HALL - 3 x HYDROSPRAYS - REAR FIRE EXIT  
- TENNIS COURT FIRE EXIT  
- SUNNYSIDE FIRE EXIT
- STAGE - CO<sub>2</sub> EXTINGUISHER RIGHT WHEN FACING STAGE
- BEHIND STAGE - CO<sub>2</sub> EXTINGUISHER THROUGH REAR STAGE EXIT – LEFT WHEN FACING STAGE
- LOUNGE - HYDROSPRAY BY FIRE EXIT
- UPSTAIRS - 2 x HYDROSPRAYS AT TOP OF STAIRS  
- CO<sub>2</sub> EXTINGUISHER TO LEFT OF PARISH OFFICE DOOR
- BOILER ROOM - CO<sub>2</sub> EXTINGUISHER
- PAVILION - KITCHEN - FIRE BLANKET  
- CO<sub>2</sub> EXTINGUISHER  
MAIN AREA - 2 x HYDROSPRAYS

### MANUAL CALL POINTS (BREAK GLASSES)

- MAIN ENTRANCE - BELOW FIRE ALARM PANEL
- MAIN HALL - BY ENTRANCE DOORS  
- FIRE EXIT (TENNIS COURT SIDE)  
- FIRE EXIT STAGE (SUNNYSIDE SIDE)  
- ALCOVE  
- FIRE EXIT REAR OF HALL
- LOUNGE - FIRE EXIT
- PAVILION - EXIT TO RECREATION GROUND SIDE  
- EXIT TO TENNIS COURT SIDE  
- LINK PASSAGE TO MAIN HALL

IN THE EVENT OF ANY NON EMERGENCY DIFFICULTIES DURING YOUR OCCUPATION OF THE PREMISES, PLEASE CONTACT THE PARISH OFFICE (Open Mon – Fri 9:30 – 12:30pm). OUT OF HOURS, PLEASE CALL --- :

# BENSON HALLS HIRE APPLICATION AND CONTRACT

Date required	Access time for preparation	Time function begins and ends	Time hall will be vacated

Tick space required	Parish Hall			Pavilion	Overflow carpark
	Main Hall	Lounge	Committee Room		

Name of applicant:	Organisation:	Price Agreed:
Invoice address:		
E-mail:		Post code:
Daytime Tel:	Mobile:	

Type of function: <small>Eg: Private party, wedding, commercial event, other – please specify.</small>	Number of planned attendees:	
Purchase order number to be quoted on invoice (If applicable):		
Please tick caretaker assistance and equipment required and contact the Parish Office with details		
Caretaker set up	Caretaker clear up	<input type="checkbox"/> Flipchart stand <input type="checkbox"/> Screen <input type="checkbox"/> Microphone (main hall) requires AA batteries, not provided
Disco / Band contact details:	Recorded music:	YES / NO
	Live music:	YES / NO
Will ALCOHOL be consumed during the event? (If YES, please complete the Alcohol licence)		YES / NO

**Stewards:** Please provide the names and addresses of **four** responsible persons over the age of 21 who will act as stewards in the case of an emergency and be in attendance throughout the event.

1	Name	Address	Tel
2	Name	Address	Tel
3	Name	Address	Tel
4	Name	Address	Tel

### Notes

Hirers are responsible for arranging with the Parish Office the collection and return of the keys
Please provide two cheques to support this hire application (i) £20.00 non-returnable booking fee (deducted from final invoice) and (ii) £150.00 deposit (dated 6 weeks prior to event), fully refundable provided that the Parish Council incurs no loss, damage or caretaker fees arising from the event. Please make both cheques payable to ' <b>Benson Parish Council</b> '.
<b>Please return this completed form together with the cheques and alcohol licence if applicable, to:</b> Benson Parish Office, Benson Parish Hall, Sunnyside, Benson, WALLINGFORD, OX10 6LZ

**Declaration: I DECLARE THAT I HAVE READ AND ACCEPT THE TERMS & CONDITIONS OF HALL HIRE.**

PRINT NAME: \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**BENSON PARISH COUNCIL**  
**APPLICATION FOR A LICENSED BAR OR PERMISSION TO ALLOW CONSUMPTION OF ALCOHOL ON OR IN**  
**BENSON PARISH COUNCIL PROPERTIES**

I hereby apply to the Benson Parish Council Designated Premises Supervisor (DPS) for authorisation for the following person(s) to sell, or allow the consumption of alcohol on Parish Council property or land on the following date, times and location.

Date:	From (Time)	To (Time)	Description and type of event

Location of Bar or Event (Tick Appropriate Box):

MAIN HALL		LOUNGE		COMMITTEE ROOM		OTHER LOCATION	
Description of OTHER location: <small>(Alcohol is not permitted at the Youth Hall)</small>							
<u>Full Name(s)</u> of person(s) to be authorised to sell or allow the consumption of alcohol in accordance with The Licensing Act 2003							
1.		2.		3.			
By <u>signature</u> below I/We the above mentioned people agree to abide by the terms and conditions described overleaf							
1.		2.		3.			
<u>Full Name</u> and signature of the person responsible for signing the Halls Hire agreement contract							
NAME		Signature					

I hereby agree to authorise the person(s) named above to sell or allow the consumption of alcohol at the location for the event at the dates and times described above and in accordance with the rules as detailed.

Signed by the Designated Premises Supervisor for the Benson Parish Council

Name \_\_\_\_\_ Licence N<sup>o</sup> \_\_\_\_\_  
Signed \_\_\_\_\_ Date \_\_\_\_\_