

Flitch Green Community Hall – Terms and Conditions of Hire

These Terms and Conditions of Hire apply to all hiring's of the Hall. If the Hirer is in any doubt as to the meaning of the following, a member of the Community Hall Management Trust should be consulted.

"Premises" shall from hereafter include the hall, sports pavilion the outside grounds, and Car Park area.

"Hirer" shall mean an individual or where the Hirer is an organisation, the authorised representative.

These conditions prohibit the hire of the hall to anyone under the age of 21 years. An older person making a booking on behalf of someone younger than 21 years old must be aware of the responsibilities for which they will be liable.

A verbal booking (subject to availability) will only be confirmed on receipt of the following by the Hall Booking's Officer in advance of the proposed booking:

- A copy of the Agreement to Hire Form being signed and returned.
- Full payment of the Hire Fee as shown on the Agreement to Hire Form.

(A total invoice will be issued, once the Hall has been inspected by either the Hall Booking Officer or a member of the Community Hall Management Trust and it is deemed that no damage has been done to the Premises, the Premises have been left in a clean and tidy condition, and that no further expense will be incurred by the Community Hall Management Trust in accordance with this booking)

All bookings must include any necessary setup and clearance times, these must be specified at time of booking and can be booked in 30 minute periods if required.

1 Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the care of the fabric and the contents; safety from damage however slight or change of any sort and the behaviour of all persons using the premises); including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

As directed by the Community Hall Management Trust, the Hirer shall pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for any loss of contents.

The Community Hall Management Trust will hold a complete inventory which can be inspected at any time by the Hirer, of all known damage; this inventory will also include the Contents, fixtures and fittings of the Hall.

2 Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the Agreement to Hire form as signed by the Hirer, And shall not sub-let or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission and appropriate licenses being obtained.

3 Indemnity

The Hirer shall indemnify and keep indemnified each member of the Community Hall Management Trust and the Community Hall's employees, volunteers, agents and invitees against:

(a) The cost of repair of any damage done to any part of the premises including the structure thereof or the contents of the premises and

(b) All claims in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer.

The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against all claims arising as a result of the hire and on demand shall produce the policy and current

receipt or other evidence of cover, to the Hall Bookings Officer. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Bookings Officer to re-hire the premises to another hirer.

However, the Hirer may accept all the responsibility of the risks as an alternative to taking out suitable insurance by signing the relevant section within the Agreement to Hire form.

(The Community Hall is insured against any claims arising out of its own negligence)

4 Stored Equipment

The Community Hall Management Trust accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Community Hall Management Trust may, in its discretion, in either of the following circumstances:

(a) In respect of stored equipment, failure by the Hirer either to pay any storage charges due, remove the same within 1 day after the agreed storage period has ended.

(b) in respect of any other property brought onto the premises for the purposes of the hiring, failure by the Hirer to remove the same within 1 day after the hiring; dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

5 No Alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior approval of the Hall Bookings Officer. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Community Hall Management Trust remain in the premises at the end of the hiring and become the property of the Community Hall or be removed by the Hirer who must make good to the satisfaction of the Committee any damage caused to the premises by such removal.

6 Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Community Hall Management Trust as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Hall Bookings Officer will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995, (RIDDOR).

Any failure of equipment belonging to the Community Hall must also be reported as soon as possible.

7 Licences

The Hall does not have an alcohol Licence. Therefore, the Hirer shall be responsible for obtaining such Licences as may be needed whether for the sale or supply of intoxicating liquor, in respect of consumption on the premises.

8 Gaming, Betting, and Lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and Lotteries.

9 Health and Hygiene

The Hirer shall, if preparing, serving or selling Food, observe all relevant Food Health and Hygiene Legislation and Regulations.

10 Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe and in good working order, and used in a safe manner. The Community Hall Management Trust reserves the right to examine the required Certification issued by a competent Person or Company in respect to the testing of any such electrical appliances or equipment.

11 Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and the Local Magistrate's Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment.

A fire-risk assessment for the known hazards has been carried out by the Community Hall Management Trust. The introduction of a new fire risk by the Hirer either as a source of ignition e.g. Lighting of Candles, or as new flammable materials e.g. solvents, paper hangings must be accompanied by a risk assessment carried out by the Hirer.

12 Compliance with the Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons have access to the children. (The Hirer will be expected to have themselves aware of the liabilities stated in the above legislation).

13 Compliance with the Health Act 2006 Prohibition of Smoking in Public Places

The Hirer shall, and shall ensure that the Hirer's invitees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. (The Hirer will be expected to have themselves aware of the liabilities stated in the above legislation).

14 Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Community Hall Management Trust. No animals whatsoever are to enter the Kitchen at any time.

15 Sale of Goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any Code of Practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall the organiser's name and address and any discounts offered are based only on Manufacturers' Recommended Retail Prices. (The Hirer will be expected to have themselves aware of the liabilities stated in the above legislation).

16 Noise

The Hirer shall ensure that the minimum level of noise is made on arrival, during the Hire period and departure, particularly late at night and early in the morning. It is a condition of our premises Licence that the doors are kept closed to limit neighbour noise.

17 The right to enter

Any Community Hall Management Trust Member has the right to enter the Hall at any time other than during events falling under the provisions of the Children Act 1989.

18 End of Hire Period

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, with the premises being properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Community Hall Management Trust shall be at liberty to make an additional charge to allow the facilities to be cleaned via a third party.

Kitchen/Oven - £30

Halls/Toilets/Communal Areas - £70

19 Cancellation

If the Hirer wishes to cancel the booking <24hrs before the date of the event and the Hall Booking's Officer is unable to conclude a replacement booking the full cost of the booking will remain the responsibility of the hirer. Any question of the payment or the repayment of the Hire fee due to exceptional circumstances shall be at the discretion of the Community Hall Management Trust.

Cancellations prior to the date of the proposed booking will be refunded as below:

2 Weeks before the date of booking: 100% Refund

1 Week before the date of booking: 50% Refund

The Community Hall Management Trust reserves the right to cancel this hiring by written notice to the Hirer in the event of:

(a) The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election

(b) The Community Hall Management Trust reasonably consider that (1) such hiring might lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (2) unlawful or unsuitable activities will take place at the premises as a result of this hiring.

(c) The premises becoming unfit for the use intended by the Hirer.

In all such cases the hirer should be deemed not at fault the hiring fee shall be refunded in full.

20 No Rights

The Agreement to hire constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.