

# **Terms and Conditions of Hire for Borwick and Priest Hutton War Memorial Hall**

Borwick & Priest Hutton War Memorial Hall is hereafter referred to as "The Hall".

The Trustees of the Hall are hereafter referred to as "The Trustees".

The temporary hiring of the Hall is hereafter referred to as "The Hire"

The individual named in the confirmation of The Hire is hereafter referred to as "The Hirer".

The Trustees offer The Hall for The Hire under these Terms and Conditions. If The Hirer proceeds with their reservation of The Hire then it will be on the basis that these Terms and Conditions are known by, and acceptable to The Hirer.

## **1. Use of The Hall and Supervision**

During the duration of the hire, The Hirer (who must be over the age of 18 at time of the booking) is responsible for The Hall premises, including fabric and contents, and will keep them safe from misuse or damage. The Hirer is also responsible for the safety and supervision in The Hall and its surrounds of those people using it during the period of The Hire. The Hirer will: -

- Ensure the reasonable behaviour by all those using the Hall in any capacity during the period of The Hire.
- The Hirer will properly supervise car parking arrangements and will avoid any obstruction to the public highway adjacent to The Hall or access to The Hall by the Emergency Services.
- Not use The Hall for any purpose other than that described in the hiring confirmation issued to the Hirer on behalf of The Trustees, nor shall they allow The Hall to be sub-let.
- Alcohol may be served in The Hall, but the Trustees or their representative must be notified of this intention at the time of booking. If Alcohol is to be sold during the hire, then, The Hirer must obtain the appropriate legal license to do so. Drunk and disorderly behaviour is not permitted.

The Hall is a public space for purposes of regulation and the law.

- It is not permitted to bring flammable substances to The Hall, nor is smoking permitted in The Hall. Internal decorations of a combustible nature (e.g. polystyrene, cotton wool) should not be brought to The Hall. Candles (except cake candles) and indoor fireworks are not permitted. The use of outdoor fireworks is not permitted without the written consent of The Trustees. Machines producing smoke, any gas, bubbles or foam are not permitted. The use of additional heating or cooking appliances is not permitted without The Trustees' consent.
- Without prior consent from The Trustees, The Hirer is not permitted to erect any external structures including but not limited to barbecue equipment, gazebos, tents, marquees and inflatable structures such as bouncy castles in or around The Hall.
- When making your booking, you will be asked for the maximum number of people likely to attend The Hire – you agree not to exceed this number. The maximum permitted number of people in The Hall is 150 which includes all organisers.
- Events held at The Hall must not continue beyond 23:00 hours.
- The Hirer will be provided with The Hire fee, at the time of booking, which they agree to pay in full, should The Hire go ahead. A deposit of £20 may be required in order to secure The Hire. The balance of The Hall hire fee is payable on invoice after The Hire.

## **2. Liability and Insurances.**

The Hirer is responsible for the cost of repair of any damage (including accidental and malicious damage) done to any part of The Hall or the surrounding area during the period of The Hire.

The Hirer shall indemnify The Trustees against, and be responsible for, all liabilities arising from all claims, losses, damages and costs, including those resulting from any nuisance caused to third parties, as well as for injury to any person (including all invitees) incurred as a result of using The Hall. Any property belonging to the Hirer which is brought to The Hall is done so at the risk of The Hirer and The Trustees bear no responsibility for such property.

Should The Trustees, at their own discretion, submit a claim under its own insurance policy (in so far as permitted under the policy terms) for any eventuality described here, The Hirer will still be responsible for any insurance excess and any costs not covered under the policy. It is recommended The Hirer check whether additional public liability insurance is needed, especially for commercial or large events.

You must report to us as soon as possible any failure of our equipment. You must also report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book.

## **3 Public Safety Compliance.**

The Hirer shall comply at all times with all conditions and regulations relating to The Hall by the Fire Authority and the Local Authority and most particularly in connection with any event which includes dancing or music or other similar public performances.

In order to comply with Fire Regulations, the fire exit signs must be illuminated, the fire exits must be free from obstruction and kept clear at all times and Fire Extinguishers must not be removed or tampered with. In advance of The Hire commencing, you must check the location of all fire exits and that they can be safely used and that fire doors are **not** wedged open.

## **4. Health and Hygiene**

When preparing, serving or selling food, The Hirer must observe all relevant food health and hygiene legislation and regulations. This includes proper storage and handling of food items

## **5. Leave no trace**

At the end of The Hire, The Hirer should.

- Follow The Hall closing procedure checklist.
- Thoroughly clean the kitchen, wash all the crockery and cutlery which they have used, using the dishwasher.
- Return all chairs and tables to their storage locations, as shown in the storage guide.
- Put all bottles and waste in the designated containers
- Leave The Hall and surrounding area in a clean and tidy condition, properly locked, and secured.
- Remove all items belonging to The Hirer.

The Hall reserves the right to retain all or part of the deposits should The Hirer fail to observe these requirements.

## **6. Storage of Goods.**

The Hirer may not store goods at The Hall outside of the period of the hire without the specific permission of the Trustees. Should items be stored within The Hall, this shall be entirely at The Hirer's risk.

## **7. Electrical Appliance Safety.**

The Hirer is responsible for the safe working condition and proper use of any electrical equipment brought to The Hall. Any electrical equipment must comply with public safety regulations.

## **8. Sale of Goods.**

Ordinarily, The Hirer may not use The Hall for the sale of goods. An application to relax this rule may be made on the application to hire.

## **9. Fitness for Use.**

The Hirer should satisfy themselves by visiting, or by other means, that The Hall is fit for the use that The Hirer intends. The Trustees bear no responsibility in this regard.

## **10. Cancellation.**

Should The Hirer cancel the booking before the date of The Hire, then The Hirer may be liable to pay a cancellation charge. Cancellations must be confirmed in writing or by email. Any Cancellation charge will be determined by the notice of cancellation given by The Hirer, and will be as follows: -

- Notice of more than two weeks prior to The Hire – No cancellation Charge will be made.
- If cancellation is received within 10 days of a booking being made, - No cancellation Charge will be made.
- Notice of less than two weeks prior to The Hire – the deposit will be retained and 33% of The Hire fee may be charged at the discretion of the Trustees.

The Trustees reserve the right to cancel any hire of The Hall should it be required to be used as a Polling Station for a Parliamentary or Local Government election or by-election. In this case The Hirer shall be entitled to a refund of any deposit paid.

If in the reasonable opinion of the Trustees, should circumstances warrant including any force majeure event, The Trustees reserve the right to cancel any hiring at any time by giving written notice. In such case The Hirer shall be entitled to the return of any deposit paid. The Trustees shall not be liable to make any further payment to The Hirer.

## **11. Refusal of an application to hire**

The Trustees reserves the absolute right to refuse any application to hire The Hall.

## **12. Equalities and Safeguarding**

The Hirer accepts and agrees to implement the current provisions and requirements of the Equalities policy and the Safeguarding policy adopted by The Trustees, copies of which are to be found in your hirer information pack.