

TERMS AND CONDITIONS OF HIRE

These standard terms and conditions of hire apply to all hiring of the Cherington Stourton and Sutton under Brailes Hall (hereafter referred to as CSS Hall) and they form part of the agreement of hire between the Trustees of the CSS Hall (hereafter referred to as the 'Trustees' and the person who has signed the Booking Form (referred to as the 'Hirer').

1. Applications - all applications for the hire of CSS Hall shall be made on the appropriate form. The Hirer shall sign the form and must be aged over 21yrs. The facilities must not be used for purposes other than stated on the application form. Where an organisation is named on the application form, the organisation will be jointly liable with the Hirer under these conditions.

2. Cancellation - in the event of cancellation by the Hirer of a confirmed booking, a cancellation charge will be made at the discretion of the Village Hall Committee on the following basis:

Cancellation within 14 days of the booking – 100% of charges owed

Cancellation between 15 and 30 days of the booking – 25% of charges owed

Cancellation with more than 30 days notice – no fee charged and booking fee refunded

Hirers with regular or block bookings shall give 60 days notice of termination during which time the hire fee will be due

Cancellation should be made in writing to the Bookings Secretary.

The Trustees reserve the right to cancel any hiring by written notice to the Hirer in the event of:

the premises being required for use as a Polling Station

the Trustees reasonably considering that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or

statutory requirements or that unlawful or unsuitable activities will take place at the premises as a result of the his hiring

the premises becoming unfit for the use intended by the hirer

an emergency requiring use of the premises for the community such as an emergency shelter

In any such case the Hirer shall be entitled to a refund of the hiring charge if already paid, but the Trustees shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

3. Hire Charges - will be in accordance with the pricing policy operating at the time of the let.

Payment in full shall be made at the time of booking to secure the date.

A damage and breakage deposit of £300 may be requested. This will be returned within one week of the hiring provided that the premises have been left clean, tidy and in good order and there has been no damage or breakage for which the cost will be deducted. If the cost of any damage or breakage is greater than the deposit, the additional cost will be charged to the Hirer.

Hirers of regular or block bookings shall make payment monthly or quarterly in advance.

4. Exceptional Hire – regular Hirers shall, when requested by the Bookings Secretary, make way for other Hirers. Such a request will only be granted by the Trustees should it be in the best interests of the Community and /or hall. Notice of not less than 30 days will be given for any such request.

5. Supervision - during the hire the Hirer shall be responsible for the **supervision** of the premises, the fabric and the contents; maintaining good order and behaviour when using CSS Hall premises and may be required to provide stewards. Due regard must be paid to other users and local residents.

The Hirer shall leave the Hall in a clean and tidy condition. Special cleaning charges of £15 per hour will be levied where required.

6. Use of Premises – the Hirer shall not use the premises for any purpose other than as agreed with the bookings secretary, and shall not sub-hire or share use with any person or organisation not named as the Hirer on the booking form. The Hirer shall not exceed the number of persons agreed on the booking form at any one time nor allow the premises to be used for any unlawful purpose or in any unlawful way or do anything to bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof. 'The Barn' (15mx8.5m) - maximum 120 persons, 'The Cart Shed' (9mx4.5m) – maximum 20 persons.

With the exception of full exclusive hire, all Hirers shall share use of the car park, entrance area, toilets and kitchen when other internal or external parts of the premises are in use at the same time. Hirers wishing exclusive use of the kitchen may do so by arrangement at the time of booking and with payment of a kitchen use fee.

7. Licences – Entertainment and the sale of alcohol may be allowed ONLY by persons approved/supervised by the Trustees and in accordance with Statutory Licensing Regulations and the authorisation of the Premises Licence. Payment Bars will be operated by the Trustees. The Hirer shall agree any intention at the time of booking. It is an offence to serve alcohol to persons under the age of 18 years. Nor will alcohol be served to persons who may be considered to be intoxicated. Trustees reserve the right to an immediate termination of an event where there is indication of alcohol related behaviour or disturbance.

8. Insurance and Indemnity - Hirers are strongly advised to ensure they take out suitable insurance to cover themselves for making good any damage or meeting a claim from an injured person at an event for which the organisers could be held responsible.

The Hirer will indemnify the Trustees and the Hall's employees, volunteers, agents and invitees against all actions and claims, including costs of repair of any damage done to any part of the premises, and including damage to or loss of property or injury to persons as a result of the use of the premises by the Hirer.

9. **Public Safety Compliance** – the Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, Licensing Authority and the CSS Hall Health and Safety Policy (available on display in the hall, on the website and on request from the Bookings Secretary). The Hirer shall be deemed to have read and agree to comply with the Health and Safety Policy and to fully comply with the procedures of the Emergency Plan, ensure that fire fighting equipment and facilities are not misused, that all means of exit are kept free from obstruction and ensure no smoking is allowed within the building.
10. **Health and Hygiene** – the Hirer shall, if preparing, serving, or selling food observe all relevant food health and hygiene legislation and regulations.
11. **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 and in accordance with appropriate regulation and legislation. The Hirer shall not bring additional heating onto the premises without prior written consent of the Trustees. **No** form of Liquefied Propane Gas Appliance may be used in the building whatsoever.
12. **Accidents and Dangerous Occurrences** – the Hirer must report all accidents involving injury to the public to the Bookings Secretary as soon as possible and record the incident in the Hall's Accident Book. Any failure of equipment must also be reported as soon as possible. Serious accident or injury must be reported on a RIDDOR form (information available from the Bookings Secretary).
13. **Animals** – the Hirer shall ensure that no animals (including birds) except guide and hearing dogs are brought into the premises, other than for a special event agreed to by the Trustees. No animals whatsoever are to enter the kitchen at any time.
14. **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 1989 and that only fit and proper persons have access to the children. The Hirer shall be deemed to have read and agree to comply with the CSS Hall Children and Vulnerable Adults Policy (available on request or the website). Hirer's other than those for private functions such as parties, will need to make available to the Trustees their policies regarding the welfare of children and vulnerable adults and supply copies of DBS checks and appropriate accreditation.
15. **Sale of Goods** – if selling goods on the premises, the Hirer shall comply with Fair Trading Laws, Health Hygiene and Safety, Liability Insurance and any code of practice used in connection with such sales.
16. **Stored Equipment** – The CSS Hall Committee accepts no responsibility for any stored equipment or other property brought onto or left at the premises, and all liability for loss or damage is hereby excluded. In respect of stored equipment, failure by the Hirer to pay any charges due, or to remove the said equipment within 7 days after the agreed storage period has ended will at the discretion of the Trustees result in disposal of any such items.
17. **Alterations, Decoration and Special Effects** – 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. The Hirer shall not bring or use flammable substances and naked flames inside the premises. Only LED tealights and candles are allowed. No dry ice or smoke machine may be used inside the premises. Barbecues may only be used outside the premises at a location agreed in writing. Fireworks, bonfires and pyrotechnics are not permitted. Any failure to comply with any of the above resulting in activation of fire safety systems and response by emergency services will require the Hirer to meet the full charges and costs.
18. **Noise** – the Hirer shall ensure that the minimum of noise is made on arrival and departure particularly late at night and early in the morning. The level of amplified music must be kept to reasonable levels. During an amplified music event all doors and windows should be kept closed as far as practicable. Playing of amplified music must cease at 11.00pm. The Hirer must provide a contact number at the time of booking so that they may be contacted during the period of hire.
19. **Unsuitable and Disorderly Behaviour** – drunk and disorderly behaviour is not permitted on the premises. No unsupervised alcohol or illegal drugs may be brought onto the premises. The Hirer shall not stage or allow to be staged any performance involving danger to the public, or of an offensive or sexually explicit nature.
20. **End of Hire** – the Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise by the Bookings Secretary. Any contents temporarily removed from their usual position should be properly replaced. All electrical appliances should be turned off unless otherwise directed. All refuse should be removed from site by the Hirer. Any keys issued should be returned to the Bookings Secretary as arranged.
21. **No Rights** – The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.