

Iron Acton Parish Hall

Booking Terms and Conditions



These booking terms and conditions apply to all hiring of The Hall. If the **Hirer** is in any doubt as to the meaning of the following, clarification should be sought from the Parish Hall Booking Secretary via email: enquiries@ironactonparishhall.co.uk

A booking request must be approved by The Parish Hall Management Committee who reserve the right to refuse an application to hire.

1. Age

The **Hirer**, not being a person under 21 years of age, hereby accepts responsibility for being in charge of, and at the premises, at all times when the public are present. The **Hirer** will ensure that all booking terms and conditions, relating to management and supervision of The Hall are met.

2. Supervision

The **Hirer** shall, during the period of the hiring, be responsible for supervision of The Hall, it's care, safety from damage however slight or change of any sort, and the behaviour of all persons using The Hall whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Parish Hall Booking Secretary, the **Hirer** shall make good or pay for all damage (including accidental damage) to The Hall and for loss of any contents.

Children are not allowed to play on the stage and are only allowed on the stage for activities that are directly organised and supervised by an adult.

Children must be supervised by an adult at all times whilst using The Hall.

3. Use of Premises

The **Hirer** shall not use The Hall for any purpose other than that described in the Terms and Conditions and shall not sub-hire or use The Hall or allow The Hall to be used for any unlawful purpose or in any unlawful way nor do anything or bring into any part of 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.

Chairs must not be dragged across the floor, the trolleys provided must be used.

Chairs and tables must not be moved to the outside grassed area, which forms part of The Hall. Spillages should be cleared up as soon as possible.

Organisations should follow their own Health and Safety Policy and carry out Risk Assessments commensurate with the nature of the hire. All hirers should do everything reasonably possible to keep people safe when using The Hall.

4. Safeguarding

In accordance with our Safeguarding Policy (available on our website), the **Hirer** shall ensure that any activities for children, young people and vulnerable adults are only provided by fit and proper persons in accordance with the provisions of

the Children Act of 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, the **Hirer** must provide a copy of their Safeguarding Policy and evidence any relevant Disclosure and Barring Service checks. If the **Hirer** holds activities that require Ofsted registration then they should show their registration before their first booking.

The Hirer must take all reasonable steps to prevent harm and to respond appropriately if harm occurs or is disclosed to them. Relevant concerns must be reported to either the Safeguarding Lead of the organisation or the nominated Hall Safeguarding Representative Jan Conner Safeguarding@ironactonparishhall.co.uk _

5. Gaming, Betting and Lotteries

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

6. Licensable Activities

The Hall has a Premises Licence (see Hiring Agreement) issued by South Gloucestershire Council (The Local Authority). It also has a joint Performing Society Rights Licence with a Public Performance Licence which permits the use of copyright music in any form e.g. CD, DVD, MP3, Internet, etc., record, tapes, radio, or by performers in person. If other licences are required in respect of any activity in the Parish Hall which is not included in the Parish Hall's Premises Licence the **Hirer** should ensure that they hold the relevant licence. If the **Hirer** intends to sell alcohol, they must serve a Temporary Event Notice (TEN). This will be need to be given to the Local Authority and also, written permission will be needed from the Bookings Secretary, before making such application.

7. Public Safety Compliance

The **Hirer** shall comply with all conditions and regulations made in respect of the premises by South Gloucestershire Council, the Licensing Authority, the Parish Hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The hirer shall also comply with the Parish Hall's Health and Safety Policy.

Smoking or vaping are not allowed in any part of the building.

(a) The **Hirer** acknowledges that they have received the following instructions:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Hall.
- The location and use of fire equipment – see page 7.
- The location of the Fire Assembly Point – adjacent to the Hall on the grass.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all internal fire doors at the time of a fire

(b) In advance of an event with regulated entertainment the **Hirer** shall check the following items:

- That none of the fire exits are locked, and the fire exit bolts are in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open.
- That there are no obvious fire hazards on the premises.

8. Means of Escape

- (a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- (b) In the event of a failure of the mains electrical supply all the exit and emergency lighting signs will automatically be illuminated.
- (c) The assembly area in case of emergency evacuation is the grassed area next to the Hall.

9. Outbreaks of Fire

The Fire Brigade shall be called to **any** outbreak of fire, however slight, and details thereof shall be given to the Parish Hall Booking Secretary.

10. Health and Hygiene

The **Hirer** shall, if using the kitchen, observe all relevant food health and hygiene legislation and regulations. The **Hirer** must bring their own tea towels. See section 12 for First Aid information

11. Electrical Appliance Safety

The **Hirer** shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, P.A.T. tested where appropriate and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual current circuit breaker is provided the **Hirer must** make use of it in the interests of public safety. The **main electricity fuse box** is in a cupboard in the main hall in the corner by the lighting box ladder. The key to the cupboard is hanging on the side of the cupboard facing the ladder. There is a supplementary fuse box in the kitchen.

12. Insurance and Indemnity

- (a) The Hirer shall be liable for:
 - (i) The cost of repair of any damage (including accidental and malicious damage) done to The Hall or grounds.
 - (ii) All claims, losses, damages and costs made against or incurred by The Hall Committee, their employees, volunteers, agents or invitees 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**.
 - (iii) All claims, losses, damages and costs made against or incurred by The Hall Committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the **Hirer**, and subject to sub-clause (b), the **Hirer** shall indemnify and keep indemnified accordingly each member of The Hall committee and The Hall's employees, volunteers, agents and invitees against such liabilities.

- (b) The Hall shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i), (ii) and (iii) above in the case of non-commercial hirers. The Parish Hall shall claim on its insurance for any liability of the **Hirer** hereunder but the **Hirer** shall indemnify and keep indemnified each member of The Hall Committee and The Hall's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy. **The Hall's insurance does not cover the use of Bouncy Castles.** The **Hirer** must check that their own insurance covers their event.
- (c) Where the hiring is for commercial use The Hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the **Hirer** shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to The Hall Booking Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Booking Secretary to rehire the premises to another hirer.

The Parish Hall is insured against any claims arising out of its **own** negligence.

- (d) The Hall Committee accepts no responsibility for vehicles (and /or their contents) parked in the Parish Hall Car Park.

13. Accidents and Dangerous Occurrences

A **First Aid Box** is located in a labelled cupboard in the Bar Area. The **Hirer** must let the Booking Secretary know if they use anything from the box and record any accident in the **Accident Book** which is located in a labelled drawer in the Bar Area. Once completed , the page must be removed from the accident book and placed in the letter box located on the outside of the building next to the main entrance door.

A **Defibrillator** with operating instructions is located on the outside of the building near the main entrance door.

The **Hirer** must report all accidents involving injury to the public to a member of the Bookings secretary as soon as possible and complete the relevant section in the **Parish Hall's Accident Book** (kept in the drawer in the bar area).

Any failure of equipment belonging to The Hall or brought in by the **Hirer** must also be reported as soon as possible. Certain types of accident or injury must be reported by contacting the Health and Safety Executive (HSE) through their website. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR). The Incident Contact Centre can be contacted in either of the following ways:

Telephone: **0345 300 9923** Website: **www.hse.gov.uk/riddor/report.htm**

14. Explosives and Flammable Substances

The **Hirer** shall ensure that:

(a) Highly flammable substances are not brought into, or used in any part of the premises and that

(b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

(c) No naked flames (tea lights, candles etc) are allowed on the premises.

15. Heating

The **Hirer** shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) or similar heating appliances shall not be used. The heating is set and controlled by the Hall Manager. The **Hirer** must not attempt to adjust the thermostats or the radiator valves.

16. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The **Hirer** shall ensure that in order to avoid disturbing neighbours to the Parish Hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

17. 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 Parish Hall. No animals whatsoever are to enter the kitchen or bar area at any time

18. Fly Posting

The **Hirer** shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of The Hall's Committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

19. 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 be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

20. Cancellation

If the **Hirer** cancels the booking less than two weeks before the date of the booked event or otherwise does not use the hall and the Parish Hall Committee is unable

to conclude a similar replacement booking, any monies already paid in advance shall be forfeited and any balance unpaid shall be payable forthwith unless otherwise agreed.

The Parish Hall 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 Hall Committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) 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**.
- (d) An emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the **Hirer** shall be entitled to a refund of any deposit already paid, but the Parish Hall shall not be liable to the **Hirer** for any resulting direct or indirect loss or damages whatsoever.

21. **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. **All Fire Doors must remain closed.** The **Hirer** shall, if using sound amplification equipment, comply with any other licensing condition for the premises. The Parish Hall is fitted with a Noise Inhibitor System which cuts the power to all 13A sockets if the pre-set level is exceeded. The level has been set in accordance with Local Authority recommendations.

22. **Stored Equipment**

The Parish Hall 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 Parish Hall may, in its discretion in any of the following circumstances, namely-

- (a) In respect of stored equipment, failure by the **Hirer** either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended.
- (b) In respect of any other property brought on to the premises for the purposes of the hiring, failure by the **Hirer** to remove the same within 7 days 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.

23. 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 written approval of the Parish Hall Manager or Booking Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Parish Hall remain in the premises at the end of the hiring. It will become the property of the Parish Hall unless removed by the **Hirer** who must make good to the satisfaction of the Parish Hall any damage caused to the premises by such removal.

24. Capacity

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

Main Hall	120 seated 150 dance/party when hired as the whole hall	Total Premises 150
Committee Room	40	
Lobby Room	20	

25. 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 (including areas which were not hired but which may have been entered by the hirer or their guests) unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Parish Hall shall be at liberty to make an additional charge. The Hirer will leave the premises in accordance with the checklist “Vacating the Premises” and return the key to the key box.

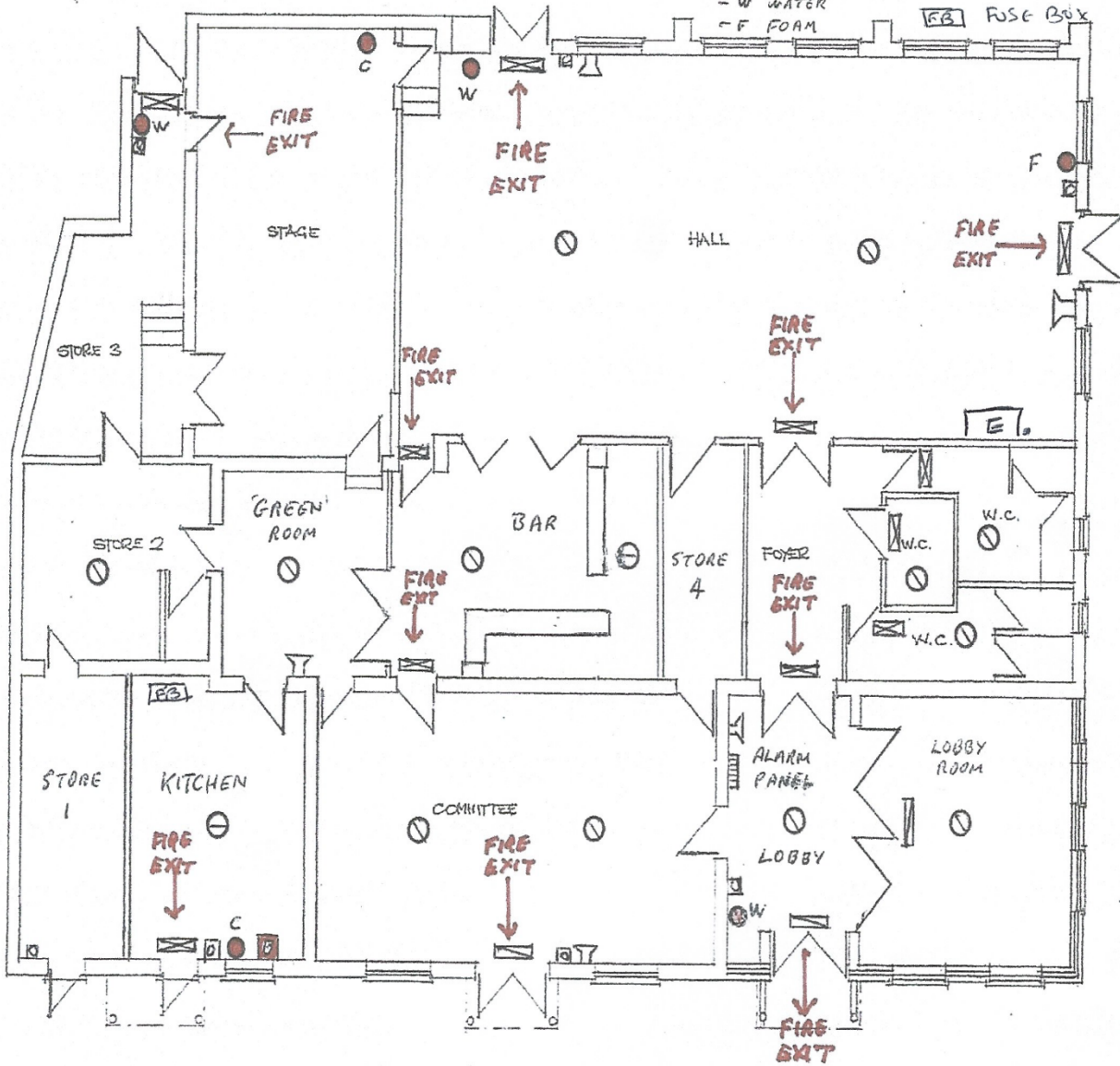
26. The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the **Hirer**.

The Hirer by making this booking agrees to comply with all of the above Terms and Conditions.

Fire Strategy

KEY:

- | | | | |
|------------------|--------------------------|--------------------|---------------------------------|
| EMERGENCY LIGHTS | NON-MAINTAINED | HEAT DETECTOR | FIRE ALARM CONTROL PANEL |
| | MAINTAINED | SMOKE DETECTOR | FIRE BLANKET |
| | 'BREAK GLASS' CALL POINT | FIRE EXTINGUISHER | MAIN ELECTRICITY FUSE BOX + KEY |
| | ALARM SOUNDER | - C CARBON DIOXIDE | FUSE BOX |
| | | - W WATER | |
| | | - F FOAM | |



v.2 APRIL 2018