

## **Terms and Conditions of hire of Hursley Parish Hall, Main Rd, Hursley, SO21 2JW**

### **BY HIRING AND USING HURSLEY PARISH HALL, YOU AGREE AND UNDERTAKE TO ABIDE BY THE FOLLOWING TERMS AND CONDITIONS.**

The premises comprise of the Main Hall and the Archie Heath Room, which can be hired as the whole hall or as individual rooms. The kitchen, toilets, disabled toilets and entrance lobby are common facilities. The storage area and cupboards are available by agreement and subject to charges.

**1 Use of Premises** The HIRER shall not use the premises for any purpose other than that described in the Hiring Agreement (booking form) or use the premises for any unlawful purpose nor do anything or bring on to the premises anything which may render invalid any insurance policies.

The hall has recently been refurbished and extended so that it provides a desirable venue for many events. It is important that the condition of the hall is maintained for the benefit of all and we request that all users assist us in this respect by using the facilities thoughtfully. This will also help us to keep hire charges low.

**THE WOODEN FLOOR REQUIRES SPECIAL ATTENTION: Avoid scratching the floor by not dragging furniture and other items across it. - Worn stiletto heels and black rubber soled shoes can cause permanent damage.-Only a damp cloth should be used to clear up spills, etc. -Do not take large containers (buckets) of liquid into the Main Hall.**

**POSTERS OR OTHER ITEMS MUST NOT BE ATTACHED TO ANY OF THE WALLS USING, PINS, ADHESIVE TAPE, BLU-TAC OR SIMILAR.**

**BALL GAMES OF ANY SORT ARE NOT PERMITTED IN ANY PART FOR THE HALL.**

**2 Noise THE HIRER SHALL ENSURE THAT THE MINIMUM OF NOISE IS MADE ON ARRIVAL AND DEPARTURE AND THAT THE NOISE LEVEL OF THE HIRING DOES NOT CAUSE A NUISANCE TO HIRERS ALREADY USING THE HALL OR INCONVENIENCE THE OCCUPIERS OF NEARBY PREMISES.**

Please read and follow instructions (which form part of the Terms and Conditions) posted in the kitchen to avoid noise pollution. If complaints are received from nearby residents then your hire will terminate immediately. **Please note:** It is a condition of the hall license that there is no activity after 23.59 hours on any day, all functions should therefore cease by midnight. Playing music after midnight is against the law.

**3 Supervision** The HIRER will be responsible for supervision of the premises, the fabric and the contents, for their care and safety from damage, for change of any sort and for the behaviour of all persons using the premises whatever their capacity including proper supervision of car parking arrangements so as to avoid obstruction of the highway or other users of the premises. This means that when the hall is open the hirer must arrange a continuous presence of a responsible adult in the hall able to supervise behaviour of people using both the hired and common parts of the hall.

**4 Licences** The HIRER shall be responsible for obtaining and observing the provisions of such licences as may be needed for the purpose of the Hiring. The number of licences for the sale or supply of intoxicating liquor at the hall is limited by law, and the hall wishes to control whether Hirers may apply for one of this limited number. If such a licence is required this must be stated on the booking form and written consent obtained from the Hall Manager prior to any application being made. The HIRER agrees that an additional hiring fee of £500 shall be reasonable and shall be payable if the Hirer obtains such a licence without such prior consent being obtained..

**5 Public Safety Compliance** The HIRER shall comply with all conditions and regulations made in respect of public safety relating to the use of the premises The Hirer undertakes to read the instructions shown in the kitchen, which includes the action to be taken in event of fire. The HIRER shall ensure that the following precautions are observed -that the number of people is limited to 160 standing and 98 sitting in the main hall and 72 standing and 36 sitting in the Archie Heath room -That all fire exits are unlocked and panic bolts in good working order and that exit signs are illuminated and will immediately inform the hall manager if such locks, bolts or signs are not working.-That all escape routes are free of obstruction and can be safely used.-That any fire doors are not wedged open.-That there is no obvious fire hazard on the premises.

**6 Health and Hygiene** THE HIRER shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

**7 Electrical Appliance Safety** THE HIRER will not bring any electrical appliances onto the premises without the agreement of an authorised representative but it will be the hirer's responsibility to ensure that it shall be safe and in good working order, and used in a safe manner.

**8 Indemnity** THE HIRER shall indemnify the Trustees for the cost of repair of any damage done to any part of the premises and the building of which they form part including the grounds or the contents of the building that may occur during the period of the Hiring as a result of the Hiring. A minimum deposit will be required for certain activities. This minimum deposit is declared in the scale of hire charges. For the avoidance of doubt the Hirer's liability under the preceding paragraph is not limited to the amount of any deposit.

THE HIRER shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the premises.

The Trustees is insured against any claims arising out of its own negligence. The Hirer shall be responsible for making sure that the Hirer is familiar with the terms of the Trustees' insurance, details of which are displayed on the premises or will have been provided to the Hirer in advance of the Hiring.

The HIRER is responsible for informing the Hall Manager at the start of the hire period of any damage to ensure that they will not be considered responsible for causing it.

**9 Accidents and Dangerous Occurrences** THE HIRER must report all accidents involving injury to the public, who are using the hall, to the Authorised Representative of the Trustees as soon as possible and also complete the accident log (kept in the kitchen).

**10 Animals** THE HIRER shall ensure that no animals (including birds) except guide or other assistance dogs are brought into the premises unless agreed in writing in advance by the Trustees. And no animals whatsoever are to enter the kitchen at any time.

**12 Parking** The HIRER will use his best endeavour to ensure that the disabled parking space is reserved for that purpose and that cars belonging to attendees at his event are parked in such a manner as not to cause obstruction to other users of Church Lane.

**13 Storage** Permission must be obtained before goods or equipment are left or stored at the premises. No responsibility is accepted by the Trustees for the safety of such goods or equipment or for any damage.

**14 Cancellation of hire** THE TRUSTEES reserves the right to cancel this Hiring in the event of the premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election, in which case the Hirer shall be entitled to a refund of any Deposit or Hiring Fee already paid. THE TRUSTEES may terminate the Hiring immediately by notice (which may be given orally but which will be confirmed in writing as soon as possible afterwards) in the event that the Hirer is in breach of the terms of this Agreement. In the event of termination of a hiring agreement the trustees shall not be liable for any costs incurred by the hirer resulting either directly or indirectly from the cancellation. The hirer may cancel the hire up to fourteen days in advance of the date of hire without penalty by given the Parish Hall written notice. The hirer shall be liable for the full hiring fee if the hire is cancelled within fourteen days of the date of hire.

**15 Unfit for Use** In the event of the premises or any part thereof being rendered unfit for the use for which it has been hired, the Trustees shall not be liable to the Hirer for any resulting loss or damage whatsoever.

**16 End of Hire** **UNLESS the HIRER has agreed in advance for the premises to be cleaned at the end of the Hiring (for which an extra charge is made) the Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition. All floors to be swept or vacuumed, washing up done and all rubbish removed. The hirer will be charged for cleaning (minimum £30.00), where the premises have not been left in a reasonable condition for the next hirer.**

The premises must be properly locked and secured, unless directed otherwise. Any contents (including tables and chairs) temporarily removed from their usual positions must be properly cleaned and replaced, floors swept and all waste removed by the Hirer from the premises.

Failure to comply shall entitle the Trustees to clean up and to arrange for the removal of waste from the premises and to deduct the cost from the Deposit. The Hirer shall remove all items belonging to the Hirer at the end of the Hiring.

## **17 IN THE EVENT OF AN EMERGENCY**

Contact names and telephone numbers are posted on the notice board in the lobby.