

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

1 The premises comprise two rooms and a kitchen, storage and facilities. Part or whole of the hall can be hired.

### **2 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 the hired part of the hall.

### **2 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.

Unfortunately the hall is not available for parties or similar activities where the prime usage will be for young people and adults between the ages of 15 and 25 years.

### **3 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.

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 the requirement being specified in the hiring request.

### **4 Public Safety Compliance**

4.1 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.

4.2 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.

## **5 Health and Hygiene**

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

## **6 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.

## **7 Indemnity**

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.

### **THE WOODEN FLOOR REQUIRES SPECIAL ATTENTION TO AVOID SCRATCHING:**

- **Avoid dragging furniture and other items across it.**
- **Worn stiletto heels and black rubber soled shoes can cause permanent damage**

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

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,

## **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.

## 11 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 or inconvenience to occupiers of nearby premises.

**Please note:** It is a condition of the hall licence 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.

## 12 Parking

The HIRER will use his best endeavours 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

14.1 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

14.2 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

14.3 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

14.4 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.**

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.