

FASSAGE HALL & RECREATION GROUND

"PROVIDING SPORTS, RECREATIONAL AND SOCIAL FACILITIES FOR THE PARISH OF LODE AND NEIGHBOURING COMMUNITIES".

Reg Charity 300406
Custodial Trustee: *Fields in Trust*
Managing Trustee: *Lode Parish Council*

Terms and Conditions of Hire

1. Age

The Hirer must be at least 18 years old at the time of the event. The Hirer, being a person of 18 years of age or more, hereby accepts responsibility for ensuring that all conditions under this Agreement are met.

2. Supervision

The Hirer shall, during the period of the hiring, be responsible for supervision of the premises and safeguarding the fabric and the contents thereof. The Hirer shall also be responsible for the behaviour of all persons using the premises during the period(s) of hire. The Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents, and for loss of contents.

3. Use of premises

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto 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. 18th Birthday parties are not permitted.

4. Licensable activities

The Hirer shall advise the FHMC of their intention to obtain a licence. If licence(s) are required in respect of any activity to be carried out in the premises during the period of hire, the Hirer shall then ensure that relevant and valid licence(s) are obtained and notify the FHMC that this has been done. Access to the premises shall be denied if it is suspected that the correct licences have not been obtained.

5. Public safety compliance

The Hirer shall take appropriate steps to ensure the safety of anyone using the premises during the period of hire.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- 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.
- Escape routes and the need to keep them clear.

(b) In advance of a period of hire the Hirer shall check:

- that all fire exits are unlocked and panic bolts 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 exit signs are illuminated
- that there are no obvious fire hazards on the premises.

6. 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, and used in a safe manner. Electrical appliances brought into the Hall by the Hirer shall not be left unattended at any time.

7. Insurance and indemnity

The Hirer shall be liable for:

- (i) The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises as a result of the use of the premises by the Hirer.
- (ii) All claims, losses, damages and costs made against or incurred by the FHMC (and anyone acting on their behalf) as a result of the use of the premises by the Hirer.

8. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury during the period of hire to a member of the FHMC **as soon as possible** and complete the relevant section in the Passage Hall Accident Book. Any failure of equipment, fixtures or fittings in the premises must also be reported to the FHMC **as soon as possible**.

9. Heating and flammable substances

The Hirer shall ensure that no heating appliances shall be used on the premises without the prior permission of the FHMC. No device of any kind containing flammable liquid or gas shall be brought into the premises. Candles are not permitted on the premises. Smoke machines or similar shall not be permitted unless with written consent of the FHMC which shall not be given unless adequate alternative measures are demonstrated that allow the isolation of smoke alarms.

10. Noise and disturbance

The Hirer shall ensure that excessive noise and antisocial behaviour are avoided during the period of hire. Failure to do so may result in the Hirer being banned from hiring the premises again. All windows and doors along the playground side shall remain closed during the use of the Hall, All external doors and windows shall remain shut during any events where music or noise could cause disturbance to the adjacent dwellings, other than for access and egress in an emergency

11. Animals

The Hirer shall ensure that no animals except guide dogs are brought into the premises.

12. Compliance with the Children Act 1989 et al

Where required by Statute or good practice, the Hirer shall be solely responsible for ensuring that any activities for children under eight years of age comply with the provisions of The Children Act and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks have access to the children.

13. 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.

14. Cancellation

Cancellations will only be accepted by email and will be counted from the date the email is sent. If the Hirer cancels a booking, including the cancellation of the hall booking within a periodic or multiple booking, the cancellation fee will be calculated and becomes due as set out below.

14.1 For a cancellation made more than 30 days prior to the hire date no fees will be charged.

14.2 For a cancellation made within 30 days of the hire dates, a fee of 50% of the hall hire charge will be charged.

14.3 For a cancellation made within 14 days of the hire date, a fee equal to the total room hire charge will be incurred.

The FHMC reserves the right to cancel this hiring in the event of the FHMC reasonably considering that unlawful or unsuitable activities will take place at the premises as a result of this hiring. The booking fee will be forfeited.

The FHMC reserves the right to cancel this hiring in the event of

- (a) the premises being required for use as a Polling Station
- (b) the premises becoming unfit for the use intended by the Hirer
- (d) an emergency requiring use of the premises as a shelter

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

15. Period of hire and end of hire

Unless otherwise agreed in advance by the FHMC, the Hirer shall not occupy the premises before 0800 hours and shall leave the premises before 12 midnight. 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, and any contents temporarily removed from their usual positions properly replaced, otherwise the FHMC shall be at liberty to make an additional charge.

16. Keys

Hirers will be issued with an access code to the master keys safe within 12 hours of the hire start time. This will provide the hirer with keys and the hall alarm fob. Hirers must ensure that the hall is alarmed and locked post hire and the keys/alarm fob returned to the key safe. Failure to return the keys will result in a charge of £100 to replace the lock and provide replacement key. Unauthorised copying of keys is strictly prohibited and will result in a charge of £100 as above.

17. Stored equipment

The FHMC 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.

18. Parking

Limited parking is available adjacent to the Cemetery and the Hirer is requested to encourage use of this facility. Hirers are also requested that **parking is discouraged in Passage Close**. The hire of this facility does not guarantee availability of parking. Under no circumstances should vehicles be parked on the patio area or obstruct emergency or maintenance access to the playing fields at any time.

19. Access for the disabled

Parking for 2 Registered Disabled (Blue Badge) or those with mobility difficulties is provided adjacent to the Hall and are identified by signage on the playground fence. **No other vehicles should park in this area as this is a designated turning area for emergency vehicles.**

20. Use of Playing Fields and Changing Rooms

Nothing in this Agreement shall confer any right of use or exclusivity of use of the playing field, playground, patio or any footpath. These are public open spaces and are in constant use. Wherever possible, at the time of enquiry, FHMC will endeavour to advise the Hirer of planned usages of these areas but this does not guarantee that late fixture changes may take place after the booking is confirmed. Use of the changing rooms does not form part of this agreement unless specifically agreed in writing with FHMC

21. Rubbish

The Hirer is responsible for the provision of rubbish bags or whatever is necessary to remove from the premises any rubbish arising from the hire of the facilities or use of the cemetery car park. Rubbish shall not be left in the patio litter bin, the playground, the cemetery or the public bin on

the footpath. There will be a charge of **£5 per bag or part thereof for any rubbish left on the premises or locality.**

22. Damage

The £50 deposit payable on the hire of the facilities shall be held until the FHMC is reasonably satisfied that no damage has taken place. Cleaning will be charged at £10 per hour. Repairs by external tradesmen shall be charged at cost plus 15%. Other repairs and replacement of damaged items shall be charged at a reasonable cost as decided by the FHMC. The Hirer may offer to carry out any repairs or replacement, such offers shall not be unreasonably declined.

Any damage, shortage or deficiency noticed by the Hirer, not being of their making, shall be recorded in the Maintenance Book kept on site.

23. Acceptance of Bookings

The Trustees of the Passage Hall & Recreation Ground and the FHMC are obliged to act in the best interest of the Charity and therefore reserve the right not to accept bookings that they consider may be prejudicial to the interests of the Charity.