

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all Users of the Hall and should be read fully prior to completing any booking form.

Hillsborough Scout and Community Hall Group ("HSCHG"): means **HILLSBOROUGH SCOUT AND COMMUNITY HALL GROUP (NI616558)**

the Hall: means all parts of the premises, outdoor and indoors at 2a Ballynahinch Road, Hillsborough BT26 6AR

Users: shall mean any organization, individual (s), body (corporate or otherwise), group, entity, making a booking and using any part of the Hall and Occasional User shall mean those users who only use the Hall on an ad hoc occasional basis i.e. pay as you go customers and who don't book more than one Session at any one time

Block Booking: shall mean a booking of more than one Session at any one time

Session: shall mean any time period in any one day.

1. **Booking and Payment of Fees:**

- 1.1 Payment in full on booking is required. All Block Bookings should be booked for in advance.
- 1.2 Users other than Occasional Users must have one representative ("User Representative") who will be responsible for ensuring that all terms and conditions are adhered to by all users in any way associated with their booking. That person must be the signatory to all forms and correspondence required by HSCHG for booking.
- 1.3 Where a User has booked one Session or has booked part of the Hall for an event or is an Occasional User, HSCHG reserves the right at its discretion to request that a User Representative is appointed and that this User Representative complies with the provisions of Condition 1.2 above and the other provisions of these Terms and Conditions.
- 1.4 Users must provide additional documents as reasonably requested by the HSCHG Board before a booking is finalised and HSCHG reserves the right to request further documentation depending on the User's use of the Hall.
- 1.5 HSCHG will accept payment by cash, cheque or electronic transfer.
- 1.6 HSCHG reserves the right to cancel a booking at any time at its sole discretion. In such cases where the cancellation is not due to any act, omission or default of the Users whose booking is being cancelled or breach of these Terms and Conditions by such Users, a refund will be given in full.
- 1.7 HSCHG reserves the right to cancel any booking or terminate any use at any time but will endeavour not to do so unreasonably or without due notice of three months.
- 1.8 Cancellations of bookings by Users or failure to show up to a booking must be paid for in full.
- 1.9 The fees are such fees as are set from time to time by HSCHG and HSCHG reserves the right to vary these fees at any time in accordance with HSCHG policy.
- 1.10 All bookings are personal to each user and cannot be transferred or assigned to any other User.

1.11 Each User Representative must complete all sections of the booking form supplied by HSCHG.

2. **Insurance:**

2.1 Users must ensure that they hold the appropriate valid insurances including but not limited to public liability and third-party insurance in respect of their use of the Hall and shall ensure that they hold insurance in respect of claims for damages arising out of injuries sustained by persons attending the activity/ function. Users shall produce a copy of this insurance to HSCHG upon request and will at all times be responsible for health, supervision, safety, security and well being and conduct of any staff and persons attending their activity/function.

2.2 Hirers' Liability Extension

In respect of any arrangement entered into by the *Insured* whereby permission is granted to persons, groups or organisations who are not formally constituted under their own trading name or are not otherwise indemnified hereunder for the use of any part of the *Insured's* property, this Policy extends to indemnify such persons, groups or organisations against legal liability for damages and claimant's costs and expenses and *Legal Costs* in respect of *Injury* sustained by any person and/or *Damage to Property* or *Nuisance* arising from such use.

Provided as a condition precedent to the liability of the *Insurers* that:

- 1 such persons, groups or organisations are not entitled to indemnity under any other Policy or policies;
- 2 the *Insured* shall ensure that the activity of such persons, groups or organisations shall be limited to *Hirer Activities*;
- 3 the *Insured* shall require all such persons, groups or organisations to agree signed and dated terms and conditions of hire;
- 4 the *Insured* shall ensure that no contracts are entered into with any person under the age of 18 (eighteen) years old;
- 5 the *Insured* shall keep a register of all hirings made.

No liability shall attach to the *Insurers* in respect of *Injury*, loss or damage giving rise to a claim:

- a arising out of *Care and Treatment* other than emergency first aid;
- b made by any member of the group or organisation against another member of the group or organisation.
- c arising out of any persons course of employment by the group or organisation.

Such persons, groups or organisations shall, as though they were the *Insured*, observe, fulfil and be subject to the terms, conditions and exclusions of this Policy in so far as they can apply.

Indemnity in respect of such claims shall not exceed £1,000,000 or other amount as may be shown on the *Schedule* (inclusive of *Legal Costs* and other costs and expenses) for any claim or number of claims arising out of any one *Event* and the *Insured* shall bear the *Excess* as stated in the *Schedule*.

If the liability which is the subject matter of a claim under this Extension is insured under any other insurance, the *Insurer* shall not be liable under this Policy, except in respect of any excess beyond the maximum amount which would be payable under such other insurance had this Extension not been in effect.

Hirer Activities

means activities not exceeding 500 (five hundred) attendees at any one time consisting of:

- 1** conferences, seminars, meetings, and exhibitions;
- 2** stalls, fetes, trade fairs, special interest fairs and shows, car boot jumble and other sales, fundraising, educational and social events including but not limited to dinners, dances, garden parties, themed parties, barbecues and coffee mornings, fun days, education and training, exercise classes not involving contact sports, card and board games, auctions and raffles, concerts when limited to ticketholders and providing audience seating, amateur dramatic and music shows, film shows, quiz evenings; or
- 3** clubs, societies and other organised groups involving any of the above; and not involving:
 - a** competitive physical activity or contact sport;
 - b** rides on or using animals;
 - c** rides on or using mechanical or electrical equipment;
 - d** the use of gymnastic equipment;
 - e** the use of inflatable play equipment;
 - f** the use of guns or other weapons or missiles;
 - g** the use of pyrotechnics;
 - h** persons under the age of 14 (fourteen) years under the direct supervision or control of the hirer;
 - i** the hire of the *Premises* by commercial organisations, professional entertainers or political organisations unless undertaking activities for the direct benefit of the *Insured* or its *Service Users*; or
 - j** the erection, maintenance or dismantling of marquees, stages or tiered seating, other than *Temporary Structures*;
 - k** manual work other than of a *Light Manual* nature

unless such activities are specifically declared to and agreed by *Insurer* in writing prior to such activity occurring and the *Insured* has agreed in writing to any terms, conditions and/or additional premium imposed

3. User:

- 3.1 Users shall use the Hall only for the use which they have booked for and as permitted by HSCHG and in accordance with these Terms and Conditions.
- 3.2 Users shall not cause or do nothing to cause a nuisance or annoyance to owners, staff, occupiers and other users of HSCHG or the surrounding properties.
- 3.3 Users shall comply with all regulations set from time to time by HSCHG and all notices, reasonable requests and instructions given to them by HSCHG and the Board, supervisors and representatives and volunteers.

- 3.4 Users shall be responsible for leaving the Hall in a tidy and clean condition after use, turning all lights off and ensuring that all doors are locked and windows secured at the conclusion of each activity and shall report to the HSCHG Board immediately should any damage be caused to any part of the Hall AND it shall be the User's responsibility to pay for all damage, whether caused directly or indirectly.
- 3.5 HSCHG will provide, if required, one lockable storage locker for each User. All Users must ensure that any property not contained in a locker is removed from the Hall at the end of each Session. HSCHG may remove any property belonging to a User if it is not removed at the end of a Session. Any other arrangements for storage will be at the discretion of the HSCHG Board.
- 3.6 No food or drink (other than sports drinks and water) shall be brought into the Hall without the permission of the HSCHG Board and all Users shall consult with the HSCHG Board prior to bringing any items and materials including food and drink into the Hall and shall comply with all food and drink regulations and laws set by Government, Local Council and HSCHG and from time to time. Further, Users shall not display anything on the walls without the prior consent of a member of the HSCHG Board AND cellotape, drawing pins and other sticking devices shall not at any time be used to attach notices to walls or furnishings at the Hall. Where HSCHG permits Users to use any kitchen areas in the Hall each User shall ensure that they follow appropriate Health and Safety regulations and food preparation guidelines and no children shall be allowed in any kitchen area.
- 3.7 Users must set up and clear up within the time slot they have been allocated.
- 3.8 The HSCHG Board reserves the right at all times to enter the Hall or any part thereof and exclude and remove from the Hall any persons found in breach of these Terms and Conditions.
- 3.9 Users shall comply and shall be responsible for complying at all times with all Legislation, Statutes, regulations, bye-laws, rules and guidelines set by any government, local, public authority or otherwise including compliance with all Health and Safety rules, guidelines and laws and shall observe all Health and Safety and fire procedures set by HSCHG at all times and Users shall at no time block any fire exits or means of escape in the Hall.
- 3.10 Users shall ensure that the number of persons attending any activity/function does not exceed the figures approved by the Northern Ireland Fire Authority or if applicable an entertainment licence.
- 3.11 No smoking is permitted within the Hall building and no animals are permitted except guide dogs for the blind
- 3.12 No alcohol is to be sold, served or consumed at the Hall unless special arrangements are made with the HSCHG Board.
- 3.13 Any accidents that occur at the Hall must be reported to the HSCHG Board immediately and the accident recorded in the accident book for the Hall and each User Representative must ensure that adequate First Aid provision is made for each activity or made available in each function room. HSCHG shall not be liable for any losses injuries or accidents occurring at the Hall as a result of the Users negligence. HSCHG recommends that for any activity carried out at the Hall each User Representative shall ensure that user group has at least one trained first aider in attendance. Further each User Representative shall ensure that they are aware of all fire safety procedures at the Hall and inform all Users of same accordingly.
- 3.14 Users are responsible for all Child Protection and Vulnerable Adult issues relating to their activity/ function and HSCHG shall in no way be responsible for or monitor Child Protection or Vulnerable Adult checks for each User of the Hall.

3.15 Users are requested to wear clothing appropriate to their chosen activity/function on all occasions.

4. **Parties:**

- 4.1 Users shall comply with all regulations, notices and codes of conduct set from time to time by HSCHG in respect of the holding of parties.
- 4.2 If any photographs or videos are being taken at a party where children are in attendance then the User Representative shall be responsible for receiving the consent of the parents of any children at the party. If photos or videos are taken then that person taking same must register at the main reception desk, providing photographic ID and receive a pass which must be worn at all times.
- 4.3 If a children's party entertainer or similar service is being used then we would recommend and advise that it is the User Representative's responsibility to ensure that all necessary child protection checks have been carried out and the User Representative is satisfied that the entertainer is from a reputable business and HSCHG will not be responsible in any way or liable in any manner.

5. **Data Protection:**

- 5.1 HSCHG respects your privacy and is committed to protecting your personal data and keeping it safe. It is our aim to be clear about how we collect, process and look after your personal data. We only collect the information that we need or that you agree we can collect, and will never sell your data or share it with a third party without your express authorisation, or if it is required by law.

6. **Liability:**

- 6.1 HSCHG shall not be liable for any damage sustained to or loss or theft of any User's property and Users should take all due care to ensure all valuable items are secured properly at all times. Any items left overnight may be removed and disposed of by HSCHG at their discretion.
- 6.2 Cars parked at the Hall car park are left at the owner's risk and HSCHG will accept no liability for any loss or damage. The car park is for HSCHG Users only, save as otherwise permitted by the HSCHG Board at its sole discretion.
- 6.3 HSCHG will not be liable for any loss due to any breakdown of machinery or equipment, failure of supply of electricity, leakage of water, fire, government restriction, or act of God which may cause the Hall to be temporarily closed or activities to be postponed or cancelled.
- 6.4 HSCHG will not be liable for: (a) any claim by any User in respect of their or any other User's exercise of their use and occupation of the Hall or their conduct, negligence or omissions (b) any actions, proceedings, costs, claims and demands occasioned by or arising out of any breach of or non-compliance with any statutory or other provision resulting, either directly or indirectly, from the User's use of the Hall (c) any losses including consequential and economic loss claims demands actions proceedings damages costs and expenses or other liability which a User suffers at the Hall (d) any bodily injury harm pain or suffering happening to any person or property on or at the Hall to the maximum extent permitted by law.
- 6.5 Child Protection and Vulnerable Adults: In accordance with Condition 3.14 above HSCHG is not responsible for and will in no way be liable in respect of any claims made

against HSCHG in respect of Child Protection or Vulnerable Adult related issues connected to a User's use and occupation of the Hall. It is the User's sole responsibility to ensure that adequate child protection and vulnerable adult checks have been carried out in respect of any activities carried out at the Hall involving children or Vulnerable Adults and that they have up to date child protection and Vulnerable Adult policies in place in accordance with all child protection and Vulnerable Adult related regulations and legislation. HSCHG will not be responsible for monitoring such checks or policies and HSCHG strongly recommend that each User/ User Representative carry out adequate and up to date checks.

7. Complaints:

- 7.1 An annual User Forum takes place providing an opportunity for User Representatives to raise any minor concerns or issues. The HSCHG Board will be in attendance and will aim to resolve any minor concerns or issues.

All formal complaints should be put in writing and addressed to:

HSCHG Board of Directors
2a Ballynahinch Road
Hillsborough
BT26 6AR

The HSCHG Board will aim to respond to the letter of complaint as quickly as possible but no later than 14 days after the complaint has been received.

If the complainant is not satisfied with the response a further letter should be addressed to:

HSCHG Board of Directors
2a Ballynahinch Road
Hillsborough
BT26 6AR

The Board of Directors will aim to respond to the letter of complaint as quickly as possible.

8. Terms and Conditions:

- 8.1 These Terms and Conditions are subject to review and may be varied or changed by HSCHG from time to time

Signed by: _____

Date: _____