

BRUSHFORD PARISH HALL CIO

Hiring Agreement and Conditions of Hire for All Users

Standard Conditions of Hire

“Brushford Parish Hall” means Brushford Parish Hall CIO, registered charity 1176214, its Trustees and Appointed Officers. If the Hirer is in doubt as to the meaning of any of the following the Booking Officer should be consulted.

1. Booking the Hall

The Hirer shall make all booking requests to the Booking Officer either via the website (www.brushfordparishhall.org.uk), by email (enquiries@brushfordparishhall.org.uk) or by telephone 07941 139846. One off bookings will be charged at the Standard Rates set by the Trustees and published on the website and full payment may be required in advance. For certain events there is a 30% non-refundable deposit to be paid in advance to book the Hall (contact enquiries@brushfordparishhall.org.uk or telephone 07941 139846). This deposit will be set against the invoiced cost of the hire which must be paid in full in advance of the hire date. A refundable deposit may also be required (see §15).

If the Hirer wishes to book a block of sessions, subject to availability, these will be charged at a Discounted Rate set by the Trustees and published on the website. An additional discount may be allowed at the discretion of the Trustees if the Hirer pays for all the sessions in advance. If the Hirer books a timed slot but leaves early, the fee for the session is still payable in full.

2. Booking the Car Park

The Car Park is only for people to park when using the Hall. It is not for general parking, turning vehicles, games or any other activities that have not been approved by the Trustees. The Trustees accept no liability for any injury or damage resulting from any unapproved use.

Use of the Car Park is free when the Hall is booked for an activity. The car park may also be booked separately by arrangement with the Booking Officer providing no Hall users are likely to be inconvenienced. A fee will be payable as agreed with the Booking Officer.

3. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and Brushford Parish Hall is unable to conclude a replacement booking, the question of the payment or the repayment of the hire fee shall be at the discretion of the Trustees. If the Hirer leaves before the end of the time booked no refund of hire fees will be paid. Cancellations must be emailed to enquiries@brushfordparishhall.org.uk or telephone 07941 139846 in advance. Any notes left in the hall for cancellations will not be valid.

Brushford Parish Hall reserves the right to cancel any 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 already paid.

4. 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, Brushford Parish Hall shall not be liable to the Hirer for any resulting loss or damage whatsoever.

5. Refusal of Booking

Brushford Parish Hall reserves the right to refuse a booking without notice or to cancel a hiring agreement at any time either before or during the term of the agreement upon giving 7 days' notice in writing (including by email) to the Hirer.

The Hirer shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the Hirer to Brushford Parish Hall but Brushford Parish Hall shall not be liable to make any further payment to the Hirer.

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6. Supervision

The Hirer will, during the period of the hiring, be responsible for supervision of the premises, the fabric and the contents, their care, safety from damage however slight or change of any sort and their behaviour of all persons using the premises whatever their capacity, including proper supervision of all car-parking arrangements so as to avoid obstruction of the highway and informing them of an assembly point in the case of a fire.

7. Use of the 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 on to 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 from the Designated Premises Supervisor.

The Hirer shall not make any alterations or additions to the premises nor may any fixture be installed or decorations or other articles be attached in any way to any part of the premises without prior written approval of the Trustees (including by email). Any alteration fixture, fitting or attachment so approved shall, at the discretion of the Trustees, remain in the premises at the end of the hiring. It will become the property of the Hall unless removed by the Hirer who must make good to the satisfaction of the Trustees, any damage caused to the premises by such removal.

The stage can only be used if specifically organised with the Booking Officer at an extra fee (contact enquiries@brushfordparishhall.org.uk or telephone 07941 139846).

Emergency lights must be used during hours of darkness, using the key as instructed to switch them on.

8. Licences

(a) Alcohol

Sales of alcohol by a hirer are not permitted under the Brushford Parish Hall Licence. Hirers wishing to sell alcohol are required to apply for, and obtain a Temporary Event Notice (TEN) obtainable from the licensing authority. The Hirer shall not apply for any Temporary Event Notice (TEN) as part of any personal licence without prior written permission (including by email) from the Brushford Parish Hall Trustees who will advise how and where to apply. Failure to obtain this consent will result in the cancellation of the hiring without any compensation.

The Hirer shall ensure that in order to avoid disturbing neighbours, and to 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 nor to any person suspected of being under the age of 18 nor to anyone suspected of purchasing alcohol on behalf of persons under the age of 18. Identification must be asked for if in any doubt about the age of the person purchasing any alcohol. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way should be asked to leave the premises. No illegal drugs may be brought onto the premises.

(b) Entertainment

Brushford Parish Hall has a Premises Licence which permits a wide range of activities between the hours of 8 am and midnight every day.. Any activity not covered by this Licence will require a Temporary Event Notice (TEN) obtainable from the licensing authority. The Hirer shall not apply for any Temporary Event Notice (TEN) as part of any personal licence without prior written permission (including by email) from the Brushford Parish Hall Trustees who will advise how and where to apply. Failure to obtain this consent will result in the cancellation of the hiring without any compensation.

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9. Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the current laws and legislation relating to gaming, betting and lotteries.

10. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority 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.

(a) The Hirer acknowledges that they are aware of the action to be taken in the following matters:

- i. Where applicable keep signed register of attendance for use in the event of an evacuation/fire.
- ii. The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the room(s) hired.
- iii. The location of the fire equipment and fire alarm warning bell.
- iv. Escape routes and the need to keep them clear.
- v. Method of operation of escape door fastenings.
- vi. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

(b) In advance of an entertainment or play the Hirer shall check the following items:

- i. That all fire exits are unlocked
- ii. That all escape routes are free of obstruction and can be safely used.
- iii. That any fire doors are not wedged open.
- iv. That exit signs are illuminated.
- v. That there are no obvious fire hazards on the premises.
- vi. That all users of the hall are aware of the locations of Fire Exits and the Fire Assembly point

11. Risk Assessment

Hirers should undertake a risk assessment to quantify hazards that might arise during the event and devise procedures to minimise any hazard. In addition, hirers are responsible for ensuring that all activities comply with the requirements of the Health & Safety at Work Act 1974. The Hall's insurance does not cover the use of bouncy castles.

12. Health and Hygiene

The Hirer shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations. The fridges and freezers in the premises are to be kept on and the Hirer is not permitted to switch them off.

The Hirer must ensure that no smoking takes place in the Hall and that their guests go outside to the designated area to the rear of the building if they wish to smoke. This condition is essential for the health and safety of all who use the building and a contractual requirement by our insurers.

13. Animals

The Hirer shall ensure that no animals (including birds) except guide/assistance dogs are brought into the premises, other than for a special event agreed to by the Management Committee. No animals whatsoever are to enter the kitchen at any time.

14. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be PAT tested, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety. The use of domestic electrical appliances such as kettles, heaters etc. are not permitted.

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15. Indemnity

The Hirer shall indemnify Brushford Parish Hall for any claim arising out of use or performance of an unlawful, illegal or unlicensed act, cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.

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.
- (ii) all claims, losses, damages and costs made against or incurred by the Brushford Parish Hall, their trustees, 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, and
- (iii) all claims, losses, damages and costs made against or incurred by the Brushford Parish Hall, their trustees, 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 management committee and the Brushford Parish Hall trustees, volunteers, agents and invitees against such liabilities.

For certain events, at the discretion of the Booking Officer, there is a refundable deposit depending on the function to be paid on booking the Hall. This deposit may be forfeit at the discretion of the Trustees if the Hall is left dirty, rubbish is not taken away and/or damage is caused to the building or contents.

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. No responsibility can be accepted by Brushford Parish Hall for loss or damage to the premises or any personal injury caused by the Hirer.

The Trustees accept 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 for regular users which has been agreed by the Trustees) must be removed at the end of each hiring or fees will be charged for each day or part of the day at the hire fee per hiring until the same is removed.

16. Moving Furniture

It is expressly forbidden to apply any substance whatsoever to the floor.

It is requested that heavy objects that could cause damage (large beer barrels etc) are not taken into the Main Hall

The Hirer shall take care when moving tables, chairs and other furniture across the wooden floor in the premises. Grey chairs should be left stacked tidily in the main hall at the end of hire. Repairs for damage to the floor will be charged to the Hirer.

17. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of Brushford Parish Hall Trustees or Booking Manager as soon as possible. An accident book is kept in the First Aid kit in the kitchen. Any failure of equipment, either that belonging to the premises or brought in by the Hirer must also be reported as soon as possible.

Certain types of accident or injury must be reported on a special form to the local authority. The Booking Officer will give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation (RIDDOR) 2013.

Emergency contact numbers are available in the building and on the booking form.

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18. Explosives and Flammable Substances

The Hirer shall ensure that:

- (a) No pyrotechnics or fireworks are to be brought in or onto the premises or let off in, on or near the premises without the written consent of the Brushford Parish Hall trustees or booking manager.
- (b) Highly flammable substances are not brought into, or used in any part of the premises and that
- (c) 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.

18. 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 Brushford Parish Hall trustees or booking manager. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

19. Compliance with The Children Act 2004

The Hirer shall ensure that any activities for children under eighteen years of age comply with the provisions of The Children Act 2004 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to children (checks may also apply when dealing with vulnerable adults who are taking part in activities). The Hirer shall provide the Hall committee with a copy of their Child Protection Policy on request.

20. 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 or elsewhere, and shall indemnify Brushford Parish Hall accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

21. Sale of Goods

The Hirer shall, if selling goods on the premises, comply with all current Office of 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. No counterfeit goods of any description are to be sold.

22. End of Hire

There is an end of hire check list displayed on the main hall Notice Board and on the kitchen Notice Board.

The Hirer must ensure that all events finish by midnight. The Hirer shall be responsible for leaving the premises and surrounding area (including the work surfaces, cooker, hob and fridge if used) in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced. Failure to comply may result in Brushford Parish Hall making an additional charge and/or to retain deposits.

No cleaning fluids to be used on the Parish Hall floor, only clean water.
Grey chairs are to be left stacked at the end of the main hall.

The Hirer must remove all their personal items from the premises at the end of the Hire Period unless by prior written arrangement with the Booking Manager.

The Hirer is to empty all rubbish bins in the kitchen, bar area and toilets. The Hirer is to remove all rubbish from the premises. At the trustees' discretion Brushford Parish Hall shall be at liberty to make an additional charge and/or to retain deposits.

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The hirer must ensure all water taps are off, heating system turned off, all Fire Doors are closed, windows closed and locked, all access doors closed and secure.

23. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure. the Hirer shall ensure that in order to avoid disturbing neighbours, and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way should be asked to leave the premises. No illegal drugs may be brought onto the premises.

Any violent or criminal behaviour on or near the premises must be reported to the Police by the hirer.

24. Suggested Items that might be useful when hiring the Parish Hall.

Tea towels and cleaning cloths. Please note crockery and cutlery can only be used with agreement of the Booking Officer. There is a broom, dustpan, and brush in the kitchen. There is a vacuum cleaner in the large storeroom cupboard and a mop for spillages.

The acceptance and confirmation and of your booking is made on the condition that you have read and agreed to the Conditions of Hire as set out in this Agreement