

## ASCH Terms and Conditions of Use – Rev 12

**The use of All Saints' Community Hall (the Hall) is subject to the following conditions. The "Hall" shall for the purposes of this Hire Agreement include the building and the car park and grounds appertaining to it.**

### **1. The Hirer**

The Hirer named in the Booking Request shall be the person or organisation responsible for fulfilling these terms and conditions. The Hirer (or a reliable representative of the Hirer for whom the Hirer is legally responsible) shall attend the Hall throughout the hire period.

### **2. Use of the Hall**

The Hirer shall not use the Hall for any purpose other than that described in the Booking Request, and shall not sub-hire or use the Hall or allow the Hall to be used for any unlawful purpose or in any unlawful way, or bring onto the Hall anything which may endanger the same or render invalid any insurance policies in respect thereof. The Hirer shall ensure occupation does not commence before the Arrive Time and that all clearing up is completed and the premises vacated by the Depart Time, both as stated in the Booking Request.

**For the avoidance of doubt, and notwithstanding any statement or indication to the contrary, the hire of the Hall does not include the right to park any car or other vehicle. Spaces in the car park may be used if available on a first come, first served basis only, but this is concessionary and not guaranteed or granted as a legal right.**

### **3. General Housekeeping - The Hirer shall:**

- a. take suitable steps to prevent damage occurring to the structure, fixtures, fittings, furniture, equipment or decoration of the Hall during the period of hire, and any damage must be reported to the ASCH Booking Team immediately. The Hirer shall ensure that nothing is fixed to the fixtures, fittings, floors, walls or ceilings of the Hall using drawing pins, adhesive tape or any other fixing material that may damage the decoration, including BlueTac. The Hirer shall be liable for any loss or damage that may result through failure to take adequate or suitable preventative or protective measures.
- b. ensure that the Hall is left clean and tidy at the end of the hire period, with:
  - i. all lights switched off (except for those that operate automatically),
  - ii. all outside doors properly secured using the bolts, catches and locks,
  - iii. all internal doors closed, particularly the door between the porch and corridor,
  - iv. all tables wiped clean and returned to the cupboard,
  - v. all chairs neatly stacked around the perimeter, and
  - vi. all the Hirer's rubbish, food, drink and other items removed.

**The Trustees** shall be entitled, without notice, to dispose of all food and drink left at the Hall after the hire period.

### **4. Health, Safety and Hygiene - The Hirer shall:**

- a. ensure that the event is adequately and suitably planned and executed to secure the health and safety of all persons present during the use of the Hall, using as appropriate the information contained in the Guidance Booklet<sup>1</sup>.
- b. ensure that the emergency exit and fire alarm provided are not compromised by causing obstruction to the final exit doors and alarm call points or by holding back fire doors except those fitted with automatic door stays.
- c. comply with the Hall's health and safety and fire procedures.
- d. ensure that smoking and the use of candles or other item with a hot flame is prohibited on the premises including the car park and the grounds of the Hall (excluding the fixed hob in the kitchen).
- e. if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.
- f. ensure that any electrical appliances brought by them and used at the Hall shall be safe, in good working order (with a recent satisfactory PAT test), and used in a safe manner in accordance with the relevant Electricity at Work Regulations and legislation. Where a residual circuit breaker is provided, the Hirer must make use of it in the interests of public safety.
- g. ensure that no animals except assistance dogs are brought onto the Hall other than with the express consent of, and on the terms specified by, the ASCH Booking Team.
- h. ensure that any activities involving children or vulnerable adults comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 (and any subsequent or amending legislation and regulations relating to similar matters) and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks (or any subsequent or similar checks relating to similar matters) should have access to children.

### **5. Premises Licence – The Hirer shall:**

- a. ensure that any activity subject to the Licensing Act is carried on in accordance with the current restrictions and requirements of the Premises Licence granted by South Cambridgeshire District Council.
- b. ensure that all Licensed Activities are as described on the Booking Request.
- c. in particular, the Hirer shall take steps to:
  - i. prevent public disorder,
  - ii. ensure the safety of the public,
  - iii. protect young persons from harm,
  - iv. use a noise limiting device or otherwise to limit the emission of sounds to the neighbours in accordance with the terms of the Premises Licence,
  - v. ensure that all persons leave the Hall quietly to avoid disturbance to neighbours, and
  - vi. limit any licensed Activity to the period between 08:00 and 23:00 hours unless the Premises Licence permits otherwise.

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The Premises Licence granted to the Hall does NOT allow the supply of alcohol for public events. The Hirer is prohibited from supplying alcohol unless a Temporary Event Notice (TEN) is obtained in advance from South Cambridgeshire District Council, or the specific nature of the event does not require a TEN. In any case, the supply of alcohol is only permitted with the prior consent of the Trustees after the Hirer has demonstrated that all regulatory requirements have been met and that in the opinion of the Trustees the supply of alcohol is justified in the circumstances.

### **6. Using Copyright material and TV reception**

The Hall holds a PRS/PPL Licence in respect of royalties for the playing of live or recorded music, but a further valid PPL licence is required by a commercial organisation playing recorded music in the Hall. Other royalties may apply to the performance of ballet, theatrical performance, and dramatic-musical works that are not covered by PRS. The Hirer must obtain the relevant permissions or a licence from a copyright agent for the showing of films, videos or similar material that does not have an open source licence. The Hirer is not permitted to use, or allow their visitors to use, equipment on the premises for the purpose of viewing live or catch up television programmes through terrestrial broadcast or BBC iPlayer unless a personal licence permits such use. This includes the use of computers, laptops, tablets, phones etc.

### **7. Betting, Gaming and Lotteries**

The Gambling Act 2005 (including any amendments to it and any regulations or stipulations made pursuant to it) requires some betting, gaming and lottery activities to be registered with the local authority, or in specific circumstances restricted in operation. Where it is intended to carry on any of these activities, the Hirer must be clear about their legal obligations and only carry on activities that are exempt from the Gambling Act 2005, or ensure that all licences and permits are obtained and any relevant restrictions implemented.

### **8. Sale of Goods**

Where goods are sold on the premises during the period of hire, the Hirer shall ensure compliance with the Fair Trading laws and any applicable law or code of practice in conjunction with such sales. In particular, the Hirer shall ensure that the total prices of all goods are prominently displayed, as shall be the Hirer's name and address.

### **9. Maximum numbers**

The Hirer shall ensure that the maximum numbers attending do not exceed the maximum number for the type of event as agreed with the ASCH Booking Team and as shown in the Booking Request.

### **10. Access to the building**

The Hirer shall contact the ASCH Booking Team during the week before the date of hire to obtain the current key safe code. The Hirer shall not divulge the number to any other person. For regular repeating hire, the Hirer will be informed of any changes to the key safe code by email. The Hirer shall not let the key be taken off the premises and shall take reasonable care to safeguard the key from theft or loss, and when departing shall ensure that the key is returned to the key safe, pressing button B to lock it.

### **11. Booking Conditions**

The Hirer shall immediately inform the ASCH Booking Team of any proposed changes to the hire arrangements shown in the Booking Request, including any of the contact details for the Hirer. The Trustees reserve the right to refuse or cancel the hire of the Hall where any outstanding money is due from a previous hire or where the nature or circumstance of use would cause unacceptable risk that may prevent the future use of the Hall by the local community.

### **12. Terms of Payment**

Payment shall be made at least 14 days before a booked event date or before the first date of a series of booked dates, unless otherwise agreed with the ASCH Booking Team. In some cases, a deposit may be required. Payment should be made promptly by bank transfer or by cheque in accordance with the details shown on the invoice issued by the ASCH Booking Team. Please quote the booking reference number with the remittance. Payment in arrears is not accepted unless a credit account has been established prior to making the booking. If a receipt is required, this should be requested at the time of making a payment. A Statement of Account is available on request to the Treasurer.

### **13. Cancellation**

If, due to unforeseen circumstances, it becomes necessary for the Hirer to cancel the agreed period of hire, then notice shall be given to the ASCH Booking Team at the earliest opportunity. For the full refund of a payment already made, the cancellation must be received 14 days before the agreed hire date. The Trustees reserve the right to make a charge where the cancellation is made less than 14 days before the agreed hire date. If for any reason the Hall becomes unsuitable or unavailable for hire, then the Trustees will endeavour to advise the Hirer immediately, but the Trustees shall not be liable for any loss due to the cancellation of a previously agreed hire due to circumstances beyond their control.

### **14. Hirer's Liabilities**

The Hirer shall be liable for any loss suffered by All Saints Melbourn Community Hall or its trustees or users due to the failure by the Hirer to observe these Terms and Conditions, and in particular failure to observe the requirements and restrictions contained in any policy of insurance relating to the Hall, the Premises Licence or Gambling Act 2005 (with amendments or regulations as above), or failure to obtain a PPL licence or other required permission for copyright material as and where necessary, or use of TV receiving equipment. The Hirer is reminded that they should consider arranging insurance cover to indemnify themselves against losses for risks associated with activities under their control or for articles brought onto the premises during their period of Hall use. Hirers shall arrange their own public liability insurance to cover the activities carried out under the control of the Hirer. The Trustees shall not be liable for the injury of any person or the loss or damage to any property owned by the Hirer or their guests on the Hall premises.

<sup>1</sup> A Guidance Booklet is displayed on the Notice Board in the Hall that gives practical information on the use of the Hall and its facilities and a copy is available on request to the ASCH Booking Team.