

## ASCH Terms and Conditions of Hire (Rev 11)

*The use of All Saints' Community Hall (the Hall) is subject to the following conditions. We ask that you read them before confirming your booking. "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 – Responsible Person*

The **Hirer** named in the Hire Agreement shall be the person or organisation responsible for fulfilling these terms and conditions. The named **Responsible Person or nominated Deputy** shall be over 18 years of age and at least one shall attend the Hall during the hire period. The Booking Secretary shall be informed immediately if an organisation nominates a different person as the **Responsible Person or Deputy**.

### 2. *Use of the Hall*

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

**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 adjoining 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/Responsible Person 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 Bookings Secretary immediately. The **Responsible Person** shall ensure that nothing is fixed to the fixtures, fittings, floor, walls or ceilings of the Hall using drawing pins, adhesive tape or any other fixing material that may damage the decoration, including BlueTac. The **Responsible Person** shall be liable for any loss or damage that may result through failure to take adequate or suitable preventative or protective measures.
- b. ensure 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,
  - vi. all the hirer's rubbish, food, drink and other items removed.

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

**Note** Spills should be cleaned up using the mop and bucket stored in the cleaning cupboard in the corridor. Use the sluice in the Ladies toilet for filling and emptying the bucket – **DO NOT** use the kitchen sinks for this purpose.

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

- a. ensure 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 the emergency exit and fire alarm provided is 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 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 (excludes 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. Access to, and use of, the kitchen at the Hall shall not be available to the hirer/responsible person except with the consent of, and on the terms specified by, the Booking Secretary.
- 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 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.
- 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 Booking Secretary.
- 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 that only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks should have access to children.

### 5. *Premises Licence (Licensing Act 2003 as amended) – The Hirer/Responsible Person shall:*

## ASCH Terms and Conditions of Hire (Rev 11)

- a. ensure that any activity subject to the Licensing Act is carried on in accordance with the restrictions and requirements of the Premises Licence granted by South Cambridgeshire District Council. Please refer to the Premises Licence displayed on the notice board or speak to the Booking Secretary if you are unsure of the requirements and restrictions that apply.
- b. ensure all proposed Licenced Activities are adequately described on the booking form.
- c. in particular the **Responsible Person** 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 all persons leave the hall quietly to avoid disturbance to our neighbours.
  - vi. Limit any Licenced Activity between 08:00 and 23:00 hours unless the licence permits otherwise. (Note clearing up is permitted between 23:00 and 23:30 hours)

The Premises Licence granted to the Hall does NOT allow the supply of alcohol for public events. The **Responsible Person** 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. (speak to the Booking Secretary for clarification on the requirements for specific events). In any case, the supply of alcohol is only permitted with the prior consent of the Trustees after the **Responsible Person** 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 the **Responsible Person** is reminded that 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 **Responsible Person** will need to 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 Hall does not hold a licence for receiving and viewing television transmissions and the **Responsible Person** is not permitted to use, or allow their visitors to use, such 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 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 **Responsible Person** should 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 **Responsible Person** shall ensure compliance with the Fair Trading Laws and any law or code of practice used in conjunction with such sales. In particular, the **Responsible Person** shall ensure that the total prices of all goods are prominently displayed, as shall be the organiser's name and address.

### 9. *Maximum numbers*

The **Responsible Person** shall ensure the maximum numbers attending do not exceed the maximum number for the type of event as agreed with the Booking Secretary and as shown in the Hire Agreement. The maximum number of persons that can be accommodated is between 60 and 95 depending on the seating arrangements and other furniture used.

### 10. *Access to the building*

The **Responsible Person** registered on the Hire Agreement shall contact the Booking Secretary during the week before the date of hire to obtain the current Key Safe number. The **Responsible Person** shall not divulge the number to any other person. For regular repeating hire, the **Responsible Person** will be informed of changes to the key code by email. The **Responsible Person** 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 the key is returned to the Key Safe, pressing button B to lock it. [See below for full instructions on using the Key Safe.]

## ASCH Terms and Conditions of Hire (Rev 11)

### 11. Booking Conditions

Following receipt of the full details for the required booking, the Booking Secretary will provide, either by email or on paper, a Hire Agreement setting out the details of our offer for the use of the hall that shall form part of these Terms & Conditions. The **Responsible Person** shall verify the details and sign and date the Booking Confirmation slip and return it to the Booking Secretary within the provisional booking period shown. If the Booking Confirmation slip is not returned within the stated period, the Booking Secretary may offer the hire period to another hirer. **Bookings are accepted on a strictly first come first served basis and cannot be reserved except for the provisional period identified.**

The **Hirer/Responsible Person** shall immediately inform the Booking Secretary of any proposed changes to the hire arrangements shown in the Hire Agreement including any of the contact details for the **Responsible Person**.

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 Booking Secretary. In some cases, a deposit may be required. Payment should be made by cheque made out to 'All Saints Community Hall' or by cash but other methods can be arranged with the Treasurer. Please quote the Hire Agreement reference number with your 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 circumstance, it becomes necessary for the Hirer to cancel the agreed period of hire then notice shall be given to the Booking Secretary at the earliest opportunity. For the full refund of a deposit, the cancellation must be received 14 days before the agreed hire date. We 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 we will endeavour to advise the **Responsible Person** immediately but we shall not be liable for any loss due to the cancellation of a previously agreed hire due to circumstances beyond our control.

### 14. Hirer's and Responsible Person's Liabilities

The **Hirer or Responsible Person** shall be liable for any loss suffered by **All Saints' Community Hall** or its users due to the failure by the **Responsible Person** 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 fails to obtain a PPL licence or other required permission for copyright material as and where necessary, or uses TV receiving equipment. The **Hirer or Responsible person** 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 **Responsible Person**. 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 whilst on the Hall premises.

---

### How to use the Key Safe

The Key Safe is mounted on the wall to the left of the main entrance door. To **Open** the Key Safe Looking at the keypad, turn the knob anticlockwise (left) and let it return to the vertical position, enter the full key code given by the Booking Secretary, turn the knob clockwise (right) and holding the lower part of the key pad on its sides, pull it towards you to release the front part of the Key Safe [it hinges from the top], release the knob to the vertical position. This will reveal the key that can be used to open the door. To **Replace** the Key pad engage the lug at the top of the front part into the fixed housing, and push the bottom into position. **[If button B was omitted from the code or a button has been pressed since opening it will be necessary to Open the keypad as before]** **Locking** the Key Safe, make sure the door key is returned to the Key Safe, replace the Key Safe front as shown above, and press button B. **Important: the Key Safe is not secure until the front has been fitted into the housing and button B has been pressed.**

<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 Booking Secretary.