

# Whitley Chapel Parish Hall

## Terms and Conditions of Hire

It is important when you hire Whitley Chapel Parish Hall that you read and understand these Conditions of Hire which shall apply in all circumstances.

### 1. General

These Terms and Conditions apply to all those who book and use Whitley Chapel Parish Hall. They form part of an agreement between Whitley Chapel Parish Hall Charitable Trust (WCPHCT) and the Hirer, who may be an individual or an organisation represented by an authorised person.

**Signing or signifying agreement to the Booking Confirmation Form certifies that the Hirer is aware of these terms and Conditions will abide by them and will ensure that those who use the premises in conjunction with their booking act in accordance with them. The WCPHCT will assume that anyone signing on behalf of an organisation is duly authorised to do so.**

### 2. Compliance

The terms and Conditions of Hire for the Hall shall include compliance with the following WCPHCT documents:-

- Parish Hall policies on Privacy; Health and Safety; Equality and Diversity; Equal Opportunities; Vulnerable Adults Protection; Safeguarding Children
- Premises License
- Fire Safety Plan

It is the responsibility of the Hirer to ensure compliance with these policies, licences and the fire safety plan.

The terms and conditions should also be read in conjunction with the following WCPHCT documents:-

- Location of Services Plan
- The Schedule of Charges

**Copies of these documents are available at <http://www.hexhamshire.org.uk/parish-hall/policies/>**

### 3. Age

The premises may not be hired by a person under the age of 18 years

### 4. Booking

The WCPHCT encourages on-line booking using the booking facility at <http://www.hexhamshire.org.uk/parish-hall/availability-and-bookings/>

Alternatively, bookings may be made by calling the bookings secretary Gill Whatmough on 01434 676949

## 5. Occupancy

The following occupancy rate for events shall not be exceeded:-

- Hall; 140 people
- Supper room; 40 people
- Malcolm Caisley meeting room; 60 people
- Hall and supper room together: 180 people
- The hall, supper room and Malcolm Caisley meeting room together; 220 people

## 6. Charges, payment and invoicing

### Charges

Charges for bookings are shown on the Booking Confirmation Form. Bookings are charged individually in accordance with the Schedule of Charges together with any special discounts or other provisions.

### Invoicing and payment

- **Private use.** A pro-forma invoice will be issued upon booking. This reserves the hall for 14 days. The booking will become confirmed when payment has been received. In all circumstances payment must be made before the premises are used.
- **Club use.** The premises must be booked for each event in accordance with normal procedures. The premises may be booked for up to 12 months in advance. The club will be invoiced quarterly for its use at the agreed rates. Payment is due within 28 days of the invoice date.

## 7. Cancellation

- **By the Hirer.** If the booking is cancelled 28 days or more before the booking date then a full refund will be made
- **By the WCPHCT.** The WCPHCT reserves the right to cancel a booking by written notice to the Hirer in the following circumstances:
  - i. The premises being required as a polling station
  - ii. The hiring may lead to a breach of licensing conditions, legal or other statutory requirements.
  - iii. Unlawful or unsuitable activities may take place at the premises
  - iv. The premises may become unfit for use intended by the hirer

In such case the hirer shall be entitled to a refund of the payment of any hire fee already paid but the WCPHCT shall not be liable for any resulting direct or in-direct loss or damages whatsoever.

## 8. Supervision by the Hirer

The Hirer undertakes to be present or to arrange for sufficient adult representatives to be present throughout the hiring to ensure compliance the provisions and stipulations of the Hire Conditions and relevant licences

## 9. Responsibilities of the Hirer

The Hirer shall be responsible during the period of the hire for and ensure that:-

- Parish Hall policies and license conditions are complied with at all times
- The premises are kept secure for the duration of the hire
- Supervision of the premise and care of its fabric and contents
- The Hirers activities do not interfere with activities in other hired rooms
- Rooms used, including the entrance foyer, rear hallway and toilets are left clean and tidy, bins emptied and rubbish removed from the site at the end of the hire. **The WCPHCT reserves the right to make additional charges for cleaning which they consider arise from the hiring.**
- Chairs, tables and all other equipment used is returned to the correct storage position safely, the Premises are cleared of people, all lights switched off, and the building secured, except for rooms used simultaneously by another Hirer
- Equipment or anything else brought onto the premises and used during the period of the hire shall be in good working order, complies with Health and Safety regulations and does not constitute a fire hazard.
- Electrical equipment brought onto the premises by the Hirer has a current Portable Appliance Testing certificate
- No animals, apart from assist animals are brought onto the premise.
- No barbeques, portable gas appliance or any other inflammable substances are brought onto the premises
- No rowdiness or other disturbance outside the premises at any time during and immediately after the period of hire.

## **10. Location of Services**

The Hirer shall familiarise themselves with the location of service isolation points shown on the Location of Services Plan.

Problems encountered with services shall be reported to the Booking Secretary.

In the event of a district power failure the emergency lights will be automatically turned on.

## **11. Fire regulations**

- The Hirer shall familiarise themselves with evacuation routes, emergency fire points and extinguisher locations shown on the fire Safety Plan
- Fire doors must be unlocked at the beginning of the hire period, remain unlocked throughout the hire period and locked again at the end of it.
- Fire doors are the front doors leading from the foyer, the outside kitchen door and the back door at the playing field end of the premises
- Fire doors and the escape routes to them must be kept clear of obstacles at all times.
- Seating and table arrangements must allow sufficient space for unobstructed movement of people towards fire doors in the event of emergency evacuation
- In the event of a fire, break the fire alarm glass at an emergency fire point. This will sound the evacuation alarm and turn on emergency lighting
- Call the fire brigade.
- If it is a small fire use fire appliances provided to put it out, but under no circumstances take risks which could lead to injury or death.
- Ensure all people leave the hall in an orderly manner and assemble on the playing field where the responsible person should check all people attending are present.
- Do not re-enter the building until authorised to do so by the attending Fire Officer.
- Inform the booking secretary.

## **12. Use of Premises**

The hiring agreement constitutes permission to use the premises and confers no tenancy or other rights of occupation on the Hirer.

The Hirer shall not:-

- Sub-let or use the premises for any purpose other than that described in the booking agreement.
- Allow the premises to be used for any un-lawful purpose or in any un-lawful way
- Do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof.
- Allow the use of drugs on the premises.
- Allow smoking in the premises or vicinity of the entrances.
- Contravene the law relating to gaming, betting and lotteries
- Make alterations to the premises fixture or fittings
- Fix posters placards or other items to walls which could cause damage to decorations.

### **13. Licensed activities**

The Parish Hall has a Premises Licence, available for inspection on the Parish Website and which authorises regulated entertainment and licensable activities.

Playing recorded music for which a fee is charged requires a special licence. It is usually held by the person providing recorded music (for example the provider of a Disco). It is the Hirer responsibility to ensure that all licenses relevant to the activity for which the Premises are hired are in place.

#### **Sale of Alcohol**

The premises are licensed for the sale of alcohol under the supervision of a Trustee.

The WGPHT would be pleased to provide a pay bar on behalf of the hirer with the proceeds going towards the up-keep of the Parish Hall.

Alternatively;

Should a private hirer wish to provide a pay bar to the benefit of them or the organisation they represent then the Hirer must obtain a Temporary Events Notice from the County Council, <http://www.gov.uk/apply-for-a-licence/temporary-event-notice/northumberland/apply-1>

Should an affiliated club who have an appointed representative on the Management Committee and if such representative is registered with the Charities Commission as a Trustee, wish to provide a pay bar, then providing their representative Trustee is present at the event and supervises the bar, may do so without the need for a Temporary Events Notice. Should their representative not be present at the event, then a Temporary Events License must be obtained.

In all cases the intention to provide a pay bar must be notified at the time of booking the premises. The booking will not be confirmed until the booking secretary is satisfied that licensing requirements have been achieved.

Attached to the Premise License are mandatory conditions for the sale of alcohol. It is the Hirers responsibility to ensure these conditions are complied with at all times. A copy of these conditions is attached to the Premise License which is available at <http://www.hexhamshire.org.uk/parish-hall/policies/>

#### **14. Stored equipment**

Equipment must not be stored on the premises without permission of the WCPHCT. The Trustees accept no liability for any property or equipment stored by hall hirers on the premises.

#### **15. Health and Hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

Amendments log:

18<sup>th</sup> July 2018:- 1<sup>st</sup> draft for circulation

18<sup>th</sup> September 2018:- Approved by Management Committee