



HIRE OF FACILITIES

Organisation				
Purpose Hired for				
Name (responsible for payment)				
Address				
Telephone number	Home		Mobile	
Email				
Date of Hire				
Time of Hire	From		To	
Number of hours				
Amount payable	Number of hours x £__ =		£	
Refundable deposit required for one off bookings	£__		Received: Refunded:	
Insurance Documentation	Required – Yes / No Valid until ____		Certificate / Policy no' ____	
<p>By signing below the Hirer Agrees to the Terms & Conditions of Hire (December 2011) of the Kent Hill Community Hall, Stockbridge.</p>				
Print Name		Signature		
Date				

CONDITIONS OF HIRE

THE KENT HILL COMMUNITY HALL

STOCKBRIDGE

As the Kent Hill Community Hall is at the very centre of the Town, we place the **HIGHEST** priority on the care and consideration of its neighbours and expect all Hirer's to do the same. The first clause relates to the Hirer's responsibilities in this area and must be adhered to. Failure to do so will result in loss of the damage deposit and/or refusal of hire of the Hall on future dates.

The Kent Hill Community Hall comprises the main hall, grassed area outside the hall, kitchen and toilets and is referred to henceforward as “the premises”.

1. The Hirer shall at all times during and after the period of hire:
 - Ensure that doors to the grassed area are kept closed;
 - ensure that no aspect of their hire, including noise, creates an annoyance to neighbours of the hall;
 - ensuring that persons leaving the premises during or following the hiring shall do so in an orderly manner and in such a way as not to cause nuisance or annoyance to owners or occupiers of nearby premises
2. A responsible adult must be present on the premises at all times
3. All hire fees, storage charges and deposits must be paid at the times stipulated in the Application for Hire. The Hirer will have no right to use the premises until all payments have been made in full at the times stipulated.
4. Hirers booking up to six weeks in advance for private functions will be required to pay in full at the time of booking. If booking more than six weeks in advance a 25% deposit (non refundable) is required with the balance being due six weeks before the date of hire. Direct debit payments are accepted.
5. If the Hirer wishes to cancel the booking and the Hall Management Committee is unable to conclude a replacement booking, the question of repayment of fees shall be at the discretion of the Hall Management Committee.
6. Storage of items in the premises is at the discretion of the Hall Management Committee, subject to the availability of space and will be subject to a charge.
7. The Hall Management Committee accepts no responsibility for any stored equipment or other property brought onto or left on the premises, and all liability for loss or damage is hereby excluded. Any items shall be removed at the end of the period of hire. The Hall Management Committee reserves the right to dispose of any such items.
8. The Hirer shall indemnify and keep the Hall Management Committee or its employees or agents and invitees indemnified against all claims in respect of damage or loss of property or injury to persons arising as a result of the use of the premises by the hirer.
 - The Hall Management Committee will require the Hirer to take out Public Liability Insurance to cover the Hirer’s responsibilities and under these circumstances will require sight of the valid insurance policy and certificate

- If the hirer wishes to bring onto the premises any item which may have health and safety implications (e.g. flammable gas) they MUST show the Hall Management Committee a risk assessment to demonstrate they are aware of the risks involved and have made all practicable means to control the hazard.
9. The Hirer may bring electrical items/equipment into the centre. However this should always be covered by confirmation of conformity in the form of a label indicating that the item has been properly electrically tested as a piece of portable equipment, the date on the label being no more than 1 year old from the test date (PAT tested).
 10. No literary, dramatic, musical, film or video work shall be performed or shown at the premises without the Hirer obtaining all necessary copyright licences.
 11. Under no circumstances may fireworks be set off in the building or on the land adjacent to and surrounding the building.
 12. The Hirer must seek permission from the Hall Management Committee for the use of naked flames, such as candles for table decorations, before use.
If this has been agreed, the Hirer must ensure that the naked flames are not close to any other inflammable material such as paper or other combustible table decorations.
 13. The use of smoke machines or dry ice is not allowed on the premises and smoke detectors must not be covered up.
 14. The sale of alcohol is NOT allowed on the premises.
 15. The Hirer shall, during the hiring, be responsible for:
 - arriving at & leaving the premises promptly, vacating the premises according to the Hirers (signed) agreement.
 - prevention from damage and protection of the fabric and contents of the premises, however slight;
 - the behaviour of all persons using the premises, whatever their capacity;
 - complying with all safety instructions displayed on the premises.
 - not disclosing the entry code to any other person – or after the hiring period.
 16. The Hirer undertakes to leave the premises, its contents and the whole site in a clean and tidy condition and this includes emptying bins, flushing toilets, cleaning tables and sweeping the floor. The external rubbish bins are emptied regularly by the contractor. If there is no room in these bins for a hirer's rubbish, this must be

removed by the hirer. The Trustees will recover from the Hirer the cost to reinstate the premises to the condition it was in at the start of the Hire.

17. The Hall Management Committee reserves the right to immediately terminate any hiring, should conditions 1 to 12 be breached and/or to retain the damage deposit.
18. At the direction of the Hall Management Committee, the Hirer shall make good or pay for any damage, howsoever caused, to the premises or to the fixtures, fittings or contents.
19. The Hirer shall only use the premises for the purpose on the Application for Hire and will not, without obtaining the prior consent of the Hall Management Committee, use or enter the premises at any times other than those stated on the form.

The Hirer shall not assign the benefit of the Application for Hire. The Hirer shall not share the use of the premises with any other person or organisation other than a member or invitee of the Hirer.

- a) The Hirer shall not allow the premises to be used for any unlawful purpose or in any unlawful way. Hirers should note that this includes, but not exclusively, contravention of the law relating to gaming, betting, and lotteries, the law relating to food, health and hygiene; and the law relating to children including the Children Act 1989, as amended by the Children Act 2004.
20. No alterations or additions may be made to the premises, nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without approval of the Hall Management Committee.
21. The Hirer should discuss their plans for decorations with the Hall Management Committee, as no decorations may be fixed to the premises without their approval, nor may they cause damage or obstruct exits. Screws, nails or other fixings must not be used on the fabric of the premises, and any temporary fixing such as Blotak may not be attached to the walls or ceilings and must be removed afterwards.
22. The Hirer will be notified of any building/ activities that may cause some areas of the Hall to be closed. Up to three months notice will be given when able.
23. The booking may be terminated by written notice from the Hall Management Committee to the Hirer's address if:

- any of these conditions are broken prior to the hiring, in which case the refund of any fees shall be at the discretion of the Hall Management Committee;
- in the case of circumstances arising where the whole or part of the premises become unavailable for use, in which case all fees (including any deposit) paid by the Hirer shall be refunded.

The above is without prejudice to any claim by the Hall Management Committee against the Hirer for non-payment of fees or non-compliance with these conditions.

24. The Hirer shall, if selling goods on the premises, comply with the Fair Trading Laws and any local code of practice issued 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 seller's name and address.
25. Signs and advertisements are not permitted to be fixed to the fabric of the building –inside or outside. Highway advertising requires planning permission. On receipt of a fine resulting from the Kent Hill Community Hall being named in an Advert; the Hall Management Committee will seek to recover payment from the offending Hirer.
26. Parking for Hirers and their guests is on Stockbridge High Street only. Under no circumstances should the residential lane or Grosvenors Car Park be used for parking. The single gravel bay is for disabled parking/ loading/ unloading for the duration of the hire period. Vehicular access onto the grassed area of the premises not permitted. The Hall is adjacent to a private car park. The Hirer is responsible for all vehicle access and movement on the grounds relating to their hire bearing in mind that children or older people could suffer serious injury if struck by cars or other vehicles. They must also ensure that the access road is not blocked such as to prevent the ingress or egress of emergency vehicles.
It is the Hirer's responsibility to consider whether any formal car parking control is required and ask advice of the Hall Management Committee.
27. Safeguarding information for regular Hirers
The Trustees place the highest importance on young and vulnerable people and Hirers will be expected to either show the Hall Management Committee their own safeguarding policy or will be expected to agree to adopt the Scout Association's.
28. No open fires or drugs are permitted anywhere on the premises.
29. In line with Health Act 2006, smoking is not permitted in any part of the building, including in the doorway at the main entrance or within the "garden area". In addition, the use of any electronic cigarette type devices is also not permitted in any part of the building, including in the doorway at the main entrance.

30. The Application for Hire constitutes permission only to use the premises, and confers no tenancy or other rights of occupation on the Hirer.
31. The Hirer undertakes to leave the premises, its contents and the whole site in a clean and tidy condition and this includes emptying bins, flushing toilets, cleaning tables and sweeping the floor. The external rubbish bins are emptied regularly by the contractor. If there is no room in these bins for a hirer's rubbish, this must be removed by the hirer. The Trustees will recover from the Hirer the cost to reinstate the premises to the condition it was in at the start of the Hire.

OTHER LICENCES AND REGISTRATIONS

The Hirer shall not allow the premises to be used for any unlawful purpose or in any unlawful way. Hirers should note that this includes, but not exclusively, contravention of the law relating to gaming, betting, and lotteries, the law relating to food, health and hygiene; and the law relating to children including the Children Act 1989, as amended by the Children Act 2004.

- 1) It is the Hirer's responsibility to obtain any additional licences and registrations. Examples include:

- a) The premises is licensed with the PRS and PPL for the public performance or playing of music. However, hirers should be prepared to provide lists of the music that they play, whether live or recorded, in the event that the Trustees are required to provide this to the regulatory bodies;
- b) copyright licences for the performance of literary, dramatic, musical, film or video work;
- c) compliance with the Fair Trading Laws, and any local code of practice issued in connection with such sales where the Hirer is selling goods on the premises. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as well as the seller's name and address;
- d) Food Hygiene and Environmental Health Authority requirements for cooking or serving meals (refer to the Food Hygiene Regulations (England) 2005, effective from 1 January 2006);
- e) Public Liability insurance to cover the Hirer's responsibilities. The Centre Manager will require sight of the insurance policy to make a note of the policy number;

Please retain this document for your reference.