

Conditions of Hire for Stratton St Margaret's Premises

The following Terms & Conditions apply to the use of the Halls, Library, kitchen, it's exterior and grounds

Hire and Hirers Responsibilities.

All bookings are subjected to the times stated in the Booking Agreement. Entry will not be allowed before the time specified. Sufficient time should be included within bookings to take into account of setting up and clearing way any equipment used. The room must be left in a clean and tidy condition. The user will be responsible for checking at end of booking. All rubbish is to be removed from the premises. Any bookings commencing prior to or exceeding the allotted booking time will be charged at the standard rate.

The Hirer may not use the booking for any other use than agreed at the time of booking and may not assign the booking to a third party. If the facilities are used for other purpose, the management reserves the right to terminate the booking.

The Hirer should not use any other hall or facilities other than stated on the booking.

The person or organization making the booking must be in attendance during duration of hire period.

Products to clean equipment will be provided in the kitchen area next to the sinks.

Acceptance of booking

All bookings are provisional until confirmation is sent to the hirer and the payment to the council is received.

If not received by the due date the booking will be cancelled.

The Council has the right to refuse any application or to terminate a booking with or without notice at any time for any reason whatsoever. The Council has a policy of equal opportunities regardless of gender, sexual orientation, ability ethnic or cultural background. Groups with a clear discriminatory purpose will not be granted acceptance of request of bookings.

As the premises is located in a residential area booking must be vacated by 11pm, with music stopping at 10.30pm.

Charges

Will be in accordance with current charges laid down by council. The Council reserves the right to vary the charges at any time giving one months' notice.

The following non-exhaustive list of examples will incur additional charges.

If the hall isn't left in a sufficiently clean condition, cleaning surcharges will apply at minimum rate.

If there has been damage to the premises or loss of council property, the hirer shall fully compensate the Council.

Where the Hirer is responsible for false activation of any alarms charges will be made to recover all cost incurred.

Cancellation by The Council

The Council reserves the right to cancel a booking at any time up to and including date of hire.

In event of cancelation as much notice as possible of cancellation will be given the Hirer but no minimum period is stipulated.

The Council's liability to the Hirer shall be limited to any hire charge paid in respect of a hiring that is cancelled by the Council which will be refunded.

The Council will not be liable for any expenditure incurred or loss sustained by the Hirer directly or indirectly, as a result of a refusal, cancellation or termination.

Cancellation by the Hirer

Cancellation must be received by the council in writing at least 14 days before the day of booking or full charges for that booking will be retained.

Insurance and risk

Hirers shall indemnify the council from and against any claim for damages costs or expenses which may be made against the Council in respect of personal injury death or loss of or damage to property sustained by any persons and occurring during or in consequence of the hiring and which shall arise from any act or omission by the Hirer or persons using any of the premises as result of hiring.

Hirer is responsible for insuring their property and equipment against all usual risks. The Council does not accept responsibility for any property left by the Hirer.

Public liability insurance is only valid for the rooms booked during the booked period and where these terms and conditions are not breached by the Hirer.

The Council issuance does not cover use of inflatables and these are not permitted in the Hall.

Key Holders.

All times to be agreed with the Council, Hirer many need to open and close building Hirer will have overall responsibility during booking period. Hirer will check all doors and windows are shut and when leaving ensure door and shutters are locked.

Hirer will be responsible for a set of keys and alarm code details and must inform the Council if these become compromised.

Catering

The Hirer must comply with legislation regarding food and hygiene preparation, (serving and selling of food).

Evidence of compliance with the above conditions must be produced on request.

Alcohol may only be served and not sold on the premises.

Hirers using the kitchen must ensure all food is removed from the kitchen at the end of their session and ensure its left in a clean condition. All crockery and cutlery used must be cleaned a put away.

Personal Property

The council will not take responsibility for the loss, theft, or damage of the hirers property that was brought into or left in the Council. The cost of repair or replacement shall be assessed by Stratton St Margaret Parish Council whose decision shall be final.

Equipment

The Hirer will be held responsible for damage of equipment, fittings and furnishings.

The Hirer shall not bring any equipment into the council without permission from the Council. When permission is giving any electrical appliances must have a PAT certificate.

If an external provider is attending the booking (e.g. hire of a Disco provider) then it is the Hirer's responsibility to provide the public liability insurance and to check the equipment is brought to the Council is safe and has a current PAT Certificate. Failure to make this check many result in the council refusing to allow that provider to use the equipment in the venue.

The Hirer is responsible for setting out all of their required equipment and for cleaning them away afterwards. The hirer must ensure that no tables or chairs are dragged across the floor.

Health and Safety

Use of the Council and of all equipment is permitted entirely at the users' own risk. Council shall not be liable for any personal injury or loss to any user other than as a result of the defective condition of the premises or its equipment.

The Hirer must report accidents to the Council as soon after the incident as possible and an accident form must be completed.

The accident book is located:

In the kitchen with the first aid kit. (Meadowcroft) By the reception desk (Library)

The Hirer is required to make them self-aware of the fire regulations and emergency evacuation procedure for the Council. Copies can be found;

On the noticeboard in the Meadowcroft foyer.

On the noticeboard in the Library

The Hirer must ensure that no gangways, doors or fire exits from or within the Council are blocked or obstructed. The Council operates a strict 'No Smoking' policy and bookings are accepted on condition that the Hirer adheres to this policy.

Appliances with naked flames are not permitted in the Council.

The Hirer must ensure that no animals, excluding guide or hearing dogs, are allowed into the indoor facilities without permission from the Council.

The Hirer shall indemnify Stratton St Margaret Parish Council and its employees against all claims, demands, actions or proceedings in respect of the death of or injury to any persons or damage to or loss of property belonging to any persons arising out of any act on his part or the part of any other user under his care or control whilst occupying the Council.

Upon Discovering a Fire

- 1. On hearing the fire alarm evacuate at your nearest fire exit.
- 2. Report to the assembly point. (Meadowcroft assembly point located in Car Park. Library located outside front the building)
- 3. The fire warden will be responsible for ensuring that the building has been fully evacuated.
- 4. Providing safe to do so, the fire warden will re enter to the fire alarm control panel and identify which zone has triggered the alarm and if safe to do so, establish if a false alarm. There should be obvious indicators if a fire is present and the emergency fire services should be called.
- 5. If false alarm, silence the control panel and call our system providers to attend and rectify fault (OSE 01793 485087)

Once the alarm is activated, follow the evacuation procedure

Complaints

Any complaint arising out of the hiring must be made in writing to the Council. The Council will respond to any complaint within 14 days. If your dissatisfied with the response from the Council, then you can write to the Clerk of Stratton St Margaret Parish Council who will respond within 28 days.

Any activities with children

Any activities with children must comply with the provisions of the Children's Act 2004. The Hirer is responsible for the supervision and control of children and young or vulnerable people during the hire period and the conduct of all persons present. The Hirer confirms that they are familiar with the Home Office Code of Practice "Safe from Harm" and have an understanding of it and undertake to follow the code of practice contained therein in relation to work with children and young people under the age of 18 years. In addition, the Hirer confirms that they are compliant with the safeguarding of children and vulnerable adults aspects of their public insurance liability requirements as appropriate.

Security

The Hirer/Key holder is responsible for the care and security of the property and its contents, the safety of the occupants, and the behaviour of all those using the facilities and the car park.

The Hirer shall have adequate insurance for all legal liabilities which could arise, including death or personal injury, to third parties (including employees and volunteers) or damage to the property or the property of others, arising out of their occupation and activities. Key holders are responsible for the security of the keys. Their name and contact details must be lodged with Stratton St Margaret's Bookings Manager and kept up to date.

Other

Any alteration or extension to the booking times must be arranged in advance. The area of hire must only be used for the purpose stated at the time of booking.

Care must be taken to avoid noise nuisance reaching neighbouring houses particularly through open doors and windows, or from users behaving inconsiderately outside the Hall.

Any electrical appliances must be in good working order and used in a safe manner.

The Hirer shall ensure that the premise is left secure, clean and tidy with rubbish removed.

The Hirer shall make use of the check list provided.

The Hirer agrees to pay for the repair of any damage or loss.

The Trustees are not responsible for the loss or damage to any personal property.

The Hirer will be asked to sign these Terms and Conditions (preferably on-line, otherwise in person) before using the Hall.

The hirer is NOT permitted to enter the youth room without permission or to use any equipment contained within the room.

The hirer will be shown how to turn off and set the alarm when collecting the key. Details are also listed on the key, if the hirer leaves the security alarm sounding too long a staff member is called to attend site and check the building is secure. If this occurs a fee of £25.00, per call out, will be charged to the hirer to cover the out of hours staffing cost.

No refreshments shall be sold by any hirer of Beechcroft Library without explicit consent prior to any booking taking place.