#### TERMS AND CONDITIONS OF HIRE

### **Helmdon Reading Room**

### (Operated by Helmdon Community Foundation CIO .. Charity number 1192054)

Please contact the booking officer if you require clarification of any of the Terms and Conditions of Hire. The contact details for the officers of Helmdon Community Foundation (hereinafter referred to as "HCF") are available on the notice board in the Reading Room. These Terms and Conditions MUST be read in conjunction with any Special T&Cs in operation. Where there are contradictions the Special T&Cs apply.

### 1. Payment and deposit

The Hirer shall pay the hire charge together with the required damage deposit as shown on the hiring agreement. The deposit is £100. The deposit will be refunded provided there is no loss or damage to the hall; that the hall has been left in a clean and tidy condition; and that the duration of the hire has not exceeded the time booked. The refund of the deposit in whole or in part is at the discretion of HCF.

# 2. Cancellation or postponement by Hirer

Any damage deposit paid will be refunded in full. In addition, if more than 4 weeks' notice from the proposed date of hire is given, up to 100% of the hire charge will also be refunded. If between 2 & 4 weeks' notice is given, up to 50% of the hire charge will be refunded. For less than 2 weeks' notice 0% of the hire charge will be refunded. However, regardless of the notice given, HCF reserves the right to withhold any or all of the hire charge as an administration fee, at their sole discretion.

# 3. Maximum Capacity of Hall

The maximum capacity of the hall is 100 people and no bookings can be made for more than this. It is the responsibility of the hirer to ensure that this limit is not exceeded at any time during the hire.

### 4. Capacity of Hirer

All hirers must be aged 18 or over and are responsible for ensuring the premises are used only for the purpose described in the Hire Booking Form. Hirers may not sub-hire or allow the premises to be used for any unlawful purpose, or in any unlawful way.

# 5. Access

HCF reserves the right to have access to the premises at any time. If HCF believes that the terms and conditions are in any way being breached, the right is reserved to terminate the event with immediate effect and no monies paid will be refunded.

### 6. Supervision during hire period

The Hirer must be present at all times during the period of hire, and take responsibility for the supervision, behaviour and Health & Safety of all those attending the event. The Hirer is responsible for making guests aware of the emergency fire exits and evacuation routes, and to ensure the fire exits are not obstructed at any time. Guests should be made aware that noise in the environs of the hall, should be kept to a minimum.

# 7. Safeguarding of children and vulnerable adults

Where the Hirer is an organisation or group, they must have in place a policy for safeguarding children and vulnerable adults. Where no policy exists, the Hirer must obtain a copy of the HCF policy on Safeguarding and ensure that it is understood and implemented by the organisation.

# 8. Damage

The Hirer is responsible for ensuring the premises and their contents are not damaged or misused, and shall indemnify HCF for the cost of any damage to the premises or their contents as the result of the hiring, which shall not be limited just to the damage deposit paid.

#### 9. Licences

The Hirer is responsible for obtaining any licences which may be required in connection with the hiring. If alcohol is to be **sold** on the premises, the hirer must obtain a Temporary Event Notice (TEN) from West Northamptonshire Council. A copy of the TEN must be handed to the Booking Officer before the event. The Hirer must ensure the terms of the TEN are fully observed, together with regulations applicable to the premises stipulated by the Local Authority, Fire Authority, Local Magistrates, or other legally constituted body.

#### 10. Period of hire

Setting up and clearing away time for all bookings must be included within the period of hire. In addition, the hall **must always** be vacated by 12 midnight.

#### 11. Responsibility

The Hirer is responsible for any equipment, including electrical equipment, brought onto the premises for the period of hire. They must ensure it is in good working order and used in a safe manner, and shall take responsibility for the insurance of such items. HCF does not take responsibility for the loss or damage to any goods, including equipment, clothing, jewellery, vehicles or their contents, or money, of the Hirer or the Hirer's guests during the period of hire.

# 12. Kitchen hygiene

If food is prepared or served during the hire, the Hirer must ensure all relevant food hygiene and safety regulations are observed, Children under the age of 16 are not permitted in the Hall's kitchen unless supervised by an adult. If using the dishwasher, please ensure you follow the instructions and leave it clean.

### 13. End of hire

At the end of the hire, the Hirer is responsible for leaving the premises in a clean and tidy condition, ensuring floors are swept, tables and chairs are clean and returned to and stacked in their storage areas. Both the kitchen area and kitchen equipment must be left clean.

All landfill **rubbish** must be contained within plastic sacs and placed in the LARGE GREEN BIN at the bottom of the drive. All bottles and recyclables go in the light blue bin marked for Reading Room use. All food waste must be put into the food caddy bin inside the compostable liners supplied. When leaving the hall, the Hirer will ensure that all lights (except security lights) are turned off, that the building is properly secured, including closing all windows, closing and locking all doors, and the keys returned to the Booking Officer, or a nominated representative of HCF.

# 14. End of hire Inspection

HCF reserves the right to inspect the Hall after the period of hire, and in the event that the premises are not in a clean and tidy condition, to withhold some or all of the Hirer's damage deposit.

#### 15. Right of Cancellation

The Hirer accepts that HCF has, in exceptional circumstances, the right to cancel without prior notice, any booking made (for instance should the hall be required for use as a polling station), in which case the liability of HCF shall be limited to the return of all monies paid to HCF. In the event that the Hall is rendered unfit for use in the opinion of HCF (e.g. flood, fire, etc.), the liability of HCF shall be limited to the return of all monies paid to HCF.

**General Data Protection Regulations:** Helmdon Community Foundation uses personal data for the purposes of running and managing hall bookings, finances, marketing events and fundraising. Your contact details may be retained by us for up to 7 years for accounts purposes. If you would like to find out more about how we use your personal data or want to see a copy of information about you that we hold, please contact the charity secretary.

This version of the Terms & Conditions applies to all bookings and supersedes all previous versions.

Effective date 1 April 2021 (v.11GDPR)