HOPE HALLTerms and Conditions of Hire

Operated by RCCG Overcomers House Swindon | Charity number: 1130934

Please <u>contact us</u> if you require further information on any part of this document.

Agreement

- a. The application for Hire, when completed and agreed by the Hirer, together with these conditions and any special conditions shall constitute the Agreement for Hire of Hope Hall and other property specified in the agreement.
- b. The Hirer shall make arrangements with Hope Hall management in respect of any other matter not provided for in these conditions at least 30 working days before the date of hire.

Working days are defined as:

Monday to Friday 9am to 4.00pm These do not include bank holidays.

The Hirer is defined as:

The person or organisation hiring Hope Hall, Praise Hall or any of our facilities and shall include any person purporting to act on behalf of such hirer. No person under the age of 18 years will be accepted as a Hirer.

Safeguarding children, young people, and adults at risk

The Hirer must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation.

When requested, the hirer must provide Hope Hall management with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

Making a booking

All bookings can be done by completing the booking form available via the <u>calendar</u>. (Select the date of your event to access the form).

The Hirer must provide contact details for one key point of contact at the time of booking.

Payment

All bookings including block bookings must be paid 30 days prior to the event and payment must accompany all single applications of hire. This can be done via bank transfer; your booking coordinator will supply the bank details.

Acceptance and Invoicing of Booking

Once your booking request has been processed you will receive an invoice via the email address you have entered on your booking form. Once payment is made you will receive a confirmation that the booking has been accepted, subject to the Hirer complying with these Conditions and any special conditions of hire.

Charges

- a. Hire charges will be in accordance with the current charges as laid down in the <u>fee list</u>. Hope Hall management reserves the right to vary the hiring fees at any time before the event for which the facility has been hired, notwithstanding that payment of the fee has been made giving 30 days in advance at any time.
- b. The hourly charge rate for hiring our halls should always include the set- up time for your event. Note this and book time needed to set up for your event when you book hours needed.

Refunds

These will be made to the organisation, club or individual stated in the hire agreement. (We are unable to refund to individuals where the hire agreement is in the name of an organisation or club).

Cancellation

a. Hope Hall management may terminate any Agreement for Hire at any time up to and including the date of hire if the team become aware of any fact which would at face value is not in the interest of the Hall to proceed with the hiring agreement or which might prejudice the Hall's standing and responsibilities.

Hope Hall management also reserves the right to cancel any hiring in the event of the Hall requiring the property in question for the purposes of any Parliamentary, Local or European elections; for the purposes of civil emergency or any other event of local or national importance where the use of the premises by Hope Hall's principals is essential to fulfil its functions and obligations as a local community building, and where the need for the hall to have use of the premises was not reasonably foreseeable at the date of acceptance of the Application for Hire.

In the event of such cancellation as much notice as possible of cancellation will be given by Hope Hall management to the Hirer but no minimum period is stipulated and the Hall's liability to the hirer will be

limited to a full refund of any deposit monies and any other payment made by the Hirer to Hope Hall in respect of the hiring.

b. By the Hirer

- (1) Provisional bookings. There will be no charge for a cancellation of provisional bookings.
- (2) Confirmed bookings. Notice of cancellation must be received in writing by the Booking Team no less than ten working days before the date of the hiring. Cancellations received in writing including email with less than 10 working days prior to the hiring commencing may incur a cancellation fee or the whole booking fee to cover administrative and other costs.
- c. In the case of cancellation by Hope Hall management arising from the Hirer failing to comply with the conditions of hire, the full charge for the booking may be made.
- d. In the case of cancellation by either party due to lack of heating, water etc. a full refund will be due for the period of hire.
- e. The Hirer shall not use the premises for any purpose other than that described in the hiring agreement
- f. The Hirer shall not sub-hire or assign hired rooms or parts thereof.
- g. The premises shall not be sub-hired nor allowed to be used for any unlawful purpose or in any unlawful way, nor will the hirer do any activity or bring onto the premises any item which may endanger the premises or render invalid any insurance policies or licences in respect thereof
- h. The Hirer shall not use any other room other than that stated in the application form.
- i. The Hirer shall not use the Hall or any part thereof outside of the time stated in the application form.

j. The Hirer shall make changes to their booking up till four weeks before their event. Any changes to a booking four weeks prior to an event, will not be acknowledged.

Insurance and indemnity

- (a) The Hirer shall be liable for:
 - (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises.
 - (ii) all claims, losses, damages and costs made against or incurred by the Hope Hall management committee, their employees, volunteers, agents or invitees 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, and
 - (iii) all claims, losses, damages and costs made against or incurred by the Hope Hall management, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and
 - (iv) subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of Hope Hall's management and Hope Hall's employees, volunteers, agents and invitees against such liabilities.
 - (b) Hope Hall shall take out adequate insurance to insure the liabilities described in sub-clauses (a) (i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. Hope Hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of Hope hall management and the Hope hall's employees, volunteers, agents and invitees against (a) any insurance excess incurred and

- (b) the difference between the amount of the liability and the monies received under the insurance policy.
- (c) Where the Hope Hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Hope hall management or their representative.
- (d) The Hope Hall's insurance specifically prohibits the use of bouncy castles and similar inflatable equipment on the premises. This is a condition of hire and neither the management committee or any of its representative has the authority to alter this, even in cases where evidence of alternate insurance cover is offered by the hirer. Hope Hall is insured against any claims arising out of its own negligence.

Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the hall's Fire Risk Assessment. The Hirer shall also comply with the hall's health and safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to a member of the management committee.

- (a) It is the responsibility of the hirer to ensure they familiarise themselves with the following safety considerations and convey the same to all persons using the Hall during the hire period. The action to be taken in case of fire:
 - This includes calling the Fire Brigade and evacuating the hall.
 - The location and use of fire equipment.
 - Escape routes and the need to keep them clear.

- Method of operation of escape door fastenings.
- Closing all fire doors at the time of a fire.
- Location of the first aid box.

A plan showing the location of fire extinguishers, fire exits and assembly points is displayed in the lobby of the Hall and hirers should ensure they have studied this.

- (b) In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:
 - That all fire exits are unlocked and panic bolts in good working order.
 - That all escape routes are free of obstruction and can be safely used for instant free public exit.
 - That any fire doors are not wedged open.
 - That exit signs are illuminated.
 - That there are no obvious fire hazards on the premises.
 - That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).
 - (c) The number of persons in the Hall at any time during the hire period should not exceed the number stated on the booking form and in no circumstances must it exceed the Hall's overall capacity.

Accidents and dangerous occurrences

Any failure of equipment belonging to Hope Hall or brought in by the Hirer must also be reported as soon as possible. The Hirer must report all accidents involving injury to the public to a member of the Hope Hall management as soon as possible and complete the relevant section in Hope Hall's accident book. Certain types of accident or injury must be reported on a special form to the Incident

Contact Centre. The Hope Hall Secretary will give assistance in completing this form and can provide contact details.

Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the express consent of Hope Hall management. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by Hope Hall management. No animals whatsoever are to enter the kitchen at any time.

No alterations

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 the prior written approval of the Hope Hall Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of Hope Hall management remain in the premises at the end of the hiring. It will become the property of the Hope Hall unless removed by the Hirer who must make good to the satisfaction of Hope Hall management any damage caused to the premises by such removal.

Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, 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. The hirer should ensure they are familiar with the procedure

for isolating the power to the premises in an emergency: instructions are displayed near to the circuit board in the kitchen.

Equipment

Hope Hall management do not allow equipment to be stored on site or left on site. However, if equipment is left behind intentionally or unintentionally, Hope Hall management accepts no responsibility for any equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and any other property must be removed at the end of each hiring unless written consent is gained.

Hope Hall management may use its discretion in any of the following circumstances:

(a) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Hope Hall management disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

No rights

(b) The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

Health and Safety

RCCG Overcomers House Swindon or Hope Hall management staff are in no way liable for the following:

a. First Aid provision

The Hirer is responsible for providing adequate first aiders for the duration of the event or programme.

b. Food hygiene

Any food or drink prepared on the premises, eaten on the premises, or removed from the premises is done entirely at the risk of the individual consuming / preparing the food / drink.

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

c. Alcohol, Smoking and Drugs consumption

We have a zero policy on Alcohol, Smoking and Drugs use in and on the premises, this includes toilets, foyers and car park.

It is entirely the Hirer's responsibility if any damage or incident is caused by the use of these. In event of a breach of this policy, local law enforcement will be informed.

After the Event -

The following must be cleaned and set back after the event:

Any rooms or equipment used must be set back as they were found including the following:

i. Kitchen

Surfaces must be cleared and cleaned with all kitchen equipment returned. The fridge and kitchen surfaces must be emptied of any food / drink from the event. Bins must be emptied at the end of the event.

ii. Hall

The Halls used must be cleaned, cleared with any food spills or drinks cleaned and all rubbish cleared and put in bin bags.