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TERMS AND CONDITIONS

This Agreement constitutes TheHall Hire Booking Form and these Terms and Conditions are made between the Hirer and the Hall. The parties agree that the hiring will be carried out in accordance with this Agreement.

Please note: All hirer's must adhere to all Government Covid Regulations that are in place at time of hire.

1. Definitions and Interpretation

1.1. The Hall/premises – means Treviscoe Institute and Community Centre, Central Treviscoe, Cornwall, PL26 7QW.

1.2. The Hirer – means the person or organisation as set out on the Room Hire Booking Form.

1.3. The Building/Venue – means Treviscoe Institute and Community Centre (TiACC)

1.4. The Amount Due – means the amount that the Hirer is required to pay to the Hall as set out on the Hall Hire Booking Form.

1.5. The Period of Hire – means the period set out on the Hall Hire Booking Form.

2. Maximum capacity

2.1. The Hirer will not exceed the maximum capacities for the building.

2.2. The maximum capacities are as follows: Main Hall 150 people Kitchen 2 people.

2.3. The Hirer shall ensure that no person under 16 years of age is permitted to enter the kitchen.

3. Use of Premises

3.1. The Hirer shall not use the Hall for any purpose other than that described on the Hall Hire Booking Form and shall not sub-hire or use or allow the Hall to be used for:

- Any political rallies or demonstrations.
- For purposes which are illegal i.e. be they forbidden by law or unauthorised by official or accepted rules.

- For functions attended by people whose presence may cause civil unrest or division within the community.
- To an organisation or individual which has been banned by law.
- Or to do anything or bring onto the building anything which may endanger the same or render invalid any insurance policies in respect thereof.

3.2 The Venue reserves the right to exclude or eject from the Hall any person, and to cancel any booking where it considers:

- That such events may be contrary to the interest of the general public or contrary to any law or act of Parliament.
- Any bookings will also be subject to consideration from the police to ensure the safety of the community is assessed against the request for a hall booking.
- The users of the premises may do something that may cause or pose a risk of loss, damage or significant expense to the hall or harm the reputation of TlaCC.
- The Hirer shall ensure that no equipment, goods or other materials are left on the Premises overnight unless pre- arranged.

4. Licences

4.1. The Hirer shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer shall indemnify TlaCC against the consequences of the Hirer's failure to do so.

4.2. Where the use of TlaCC's Premises Licence is permitted by the Committee , the Hirer shall ensure compliance with the conditions of the Premises Licence.

4.3. The Hirer shall ensure that they have all permits, consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any authority or person in respect of the event. This includes where required a licence issued by the Performing Rights Society and any copyright permission.

5. Health and Safety Compliance

5.1. The Hirer shall comply with TlaCC's Health and Safety Policy if they do not have their own, and must supply any documents requested promptly

5.2. The Hirer shall be responsible for the health and safety aspects of the use of the Premises during the Period of Hire.

5.3. The Hirer shall ensure they are familiar with the:

- Fire evacuation procedures,
- Escape routes and assembly point
- Location of first aid kit
- Location of the accident reporting book

5.4. The Hirer shall

- Ensure clear and unobstructed access is maintained to all emergency exits in the Premises
- Ensure fire doors in the Premises are not be propped or left open at any time
- Familiarise visitors with the position of fire evacuation routes, and the fire assembly point

5.5. The Hirer is advised to carry out a practice evacuation of the Premises to highlight any points for concern.

6. Electrical Appliance Safety

6.1. The Hirer shall ensure that any electrical appliances intended to be used by the Hirer at the Hall shall be PAT tested, and details submitted to the Booking Secretary prior to the booking.

7. Alterations

7.1. The Hirer must not make any alterations to the Premises without the Hall's prior written consent.

8. Food and Drink.

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

8.2. If the Hirer wishes to use caterers on the Premises during the Period of Hire, the Hirer must ensure that the caterers comply with all health and hygiene legislations and regulations.

9. General regulations

9.1. The Hirer must ensure that no goods which are illegal, counterfeit, dangerous or deemed to be of an offensive or inappropriate nature (as determined at absolute discretion of the Venue) are displayed or offered for sale on the Premises.

9.2. Any items deemed to be of an offensive or inappropriate nature by TlaCC shall be removed from display or sale immediately on the request of the Booking Secretary.

9.3. Smoking and/or vaping is not permitted in the Building. The Hirer shall ensure there is no smoking and/or vaping at the Premises.

10. Nuisance

10.1. The Hirer must not do or allow anyone attending their hiring to do anything on the Premises which is or may become a nuisance to the Venue or other hirers or to the occupiers of adjoining or neighbouring premises.

10.2. The Hirer shall be responsible for requiring any person causing such a nuisance to leave the Premises and the Building.

11. Children

11.1. The Hirer shall ensure that where an event involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate child protection policies and procedures in place.

12. Charges, Confirmation and Cancellation

12.1. The booking will be confirmed on acceptance of the booking by the Venue

12.2. The Venue reserves the right to cancel any booking for any reason. Where a booking is cancelled by the Venue, the Venue shall incur no liability to the Hirer whatsoever.

12.3. Where the booking is cancelled by the Hirer less than 48 hours before the first day of the event the Amount Due must be paid. (For regular groups only notice is required)

12.4 The hirer will be charged for

- Loss or damage to the Venues property
- Additional cleaning the hall has to undertake which should have been done by the hirer
- Finishing after the end time as agreed on the booking form (see 12.5)
- Other costs incurred by TlaCC as a result of any breach of contract by the hirer.

12.5 The charge for finishing after the agreed time is £5.00 per 15 minutes. (Not applicable to regular groups)

12.6 An invoice for all penalty charges will be issued to the hirer.

13. End of Hire

13.1. The Hirer shall ensure that the Premises are vacated at the end of the Period of Hire

13.2. The Hirer shall ensure the Premises and surrounding area in a clean and tidy condition and all equipment, goods and other materials including rubbish are removed from the Building at the end of the Period of Hire.

13.3. Where the hire includes use of the kitchen the Hirer shall ensure all crockery, utensils, the cooker and fridge are left in a clean and empty condition. A charge of £10.00 shall be payable by the Hirer where the kitchen including any crockery, utensil, the cooker and fridge have not been left in a clean condition.

13.4. Additional charges may apply where the Hirer fails to comply with clause 18.1 and 18.2.

14. Payment and Amount Due

14.1 Payment can be made via BACS or Cash(For regular groups we also accept Cheques).

14.2 Short term hire:

- A deposit will be taken at time of booking, and the remaining balance to be paid on the day of hire.

Long term hire:

- This is for regular Organisations and groups.
- Organisations and groups will be invoiced each month (unless arranged otherwise)
- Payment will be expected no more than 7 days after the invoice.

15. Prices

- **Main Hall:** £10 per hour a £10 deposit will be required at time of booking but will be taken off the final invoice.
- **Parties:** £40 for 3 hour party (includes 30 minutes before and after for set up and clear up) A £10 deposit will be required at time of booking but will be taken off the final invoice.

16. Insurance

16.1. During the period of the hire, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the Premises and shall indemnify TlaCC from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hire except where due to the negligence of the Venue.

16.2 Where relevant, the hirer must have their own public liability insurance to cover all liabilities for the forthcoming event. The halls insurance will under no circumstances cover any liability for the hirer or anyone on the hirers behalf.

17. Data Protection

17.1. Personal data supplied on the Hall Hire Booking Form will be held and will be used in accordance with the Data Protection Act 1998 for statistical analysis, management, planning and in the provision of services by the Venue.

18. Care of Premises and Equipment

18.1. The Hirer shall ensure no damage is caused or permitted to be caused to the Premises or any equipment or fittings during the Period of Hire.

18.2. The Hirer shall be responsible for any damage caused or permitted to be caused to the Premises or any equipment or fittings during the Period of Hire.

19. Loss or damage

19.1. The Venue shall not be liable for any death injury loss or damage however so caused to the Hirer, persons using the Premises and/or to their property except for death or personal injury or damage to property caused by negligence on the part of the Venue or its employees or agents; or any matter in respect of which it would be unlawful for the Venue to exclude or restrict liability.

20. Advertising

20.1. No advertising shall be displayed at the Building without prior permission of the Venue.

20.2. Any artwork or other advertising for the event must be approved by the Venue.

20.3 A charge of £25 shall apply where the Hirer fails to comply with clauses 20.1 and 20.2.

21. General Terms

21.1. The Venue may from time to time amend or add to the Terms and Conditions of Hire in writing.

21.2. The Hirer shall ensure that their event/hire complies with all relevant legislation and regulations.

21.3. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.

21.4. No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act

21.5. This Agreement will be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.