

## **BOOKING AGREEMENT**

*By proceeding with your booking you are deemed to have accepted the following terms and conditions for the hire of the Hall. (see clause #17).*

### **TERMS & CONDITIONS OF HIRE**

Agreements with the Management Committee of All Saints' Youth & Community Hall ("the Youth & Community Hall") for the hire of All Saints' Youth & Community Hall or any part thereof ("the Premises") are subject to these Terms and Conditions of Hire ("the Hire Conditions"). The Hirer must be over 18 years of age.

#### **1. Undertaking of the Hirer**

The Hirer undertakes to ensure that they have an understanding of the Hire Conditions for the time being in force. The Hirer as well as the society, association, club, company or other body on whose behalf the booking may be made, will be jointly and severally responsible to the Youth & Community Hall for the payment of hiring fees and for strict observance of these Hire Conditions. Any alterations to the details of the booking must be notified to the Youth & Community Hall. The Youth & Community Hall reserves the right to refuse any request for alteration of detail.

#### **2. Supervision by the Hirer**

The Hirer undertakes to be present, or arrange for sufficient adult representatives to be present, throughout the hiring to ensure compliance with the provisions and stipulations contained or referred to in these Hire Conditions and any relevant licences.

#### **3. Responsibility of the Hirer**

The Hirer shall be responsible during the period of hire for:

- being familiar with, and complying with, the guides provided for the use of the Youth & Community Hall
- ensuring that the Premises are kept secure for the duration of the hire
- supervision of the use of the Premises and the care of its fabric and contents
- ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by other persons
- ensuring that the Premises (including foyer, kitchen, kitchen appliances and toilets as appropriate) are left clean and tidy with rubbish removed from the site at the end of the hire
- ensuring that all equipment, chairs and tables have been returned to their storage positions safely, the Premises are cleared of people, all lights switched off, electric appliances – cooker, microwave, kettle etc. switched off after use, and the building secured, except for any facilities or room or public area in use by another continuing hire
- ensuring that any temporary fittings and fixtures comply with Health and Safety guidance, and in particular ensuring that any decorations used are not a fire hazard
- ensuring that any equipment or electrical appliances brought onto the Premises and used there shall be certified safe and in good working order, and used in a safe manner
- ensuring that no animals (including birds), except assistance dogs are brought into the building, without written permission of the Youth & Community Hall on the occasion of a special event or hire agreed to by the Youth & Community Hall
- ensuring that NO animals whatsoever enter the kitchen at any time
- ensuring that no Barbeques, LPG appliances or highly flammable substances are brought onto the

Premises

- ensure that no fires are lit or smoke generated in the building under any circumstances. Disco smoke machines are not permitted as they trigger the fire alarm
- ensuring that they and their attendees recognise the fact that the Premises are situated in a residential neighbourhood and conduct themselves accordingly by, for example, taking care not to slam car doors, especially late at night, and not playing music or making other sounds at inappropriate levels
- contacting the police if any illegal or anti-social behaviour occurs in or on the premises

#### **4. Fire Regulations**

The Hirer shall:

- ensure that the “Emergency Exit” signs are kept illuminated
- ensure that the Fire Brigade is called to any outbreak of fire, however slight, and details given to the Youth & Community Hall
- ensure that prior to the start of an event, the fire exits and Evacuation Muster Point are indicated to the persons attending the event. The Evacuation Muster Point is the grassed area at far end of car park closest to Foxhall Road
- ensure the fire extinguishers are not discharged inappropriately

The Evacuation Muster Point is in the car park. No person may re-enter the Premises without the permission of the Fire Brigade.

#### **5. Use of Premises**

The hiring of the Premises does not entitle the Hirer to use or enter the Premises at any other time other than the period of time stated on the Booking Form, unless prior consent has been given by the Youth & Community Hall.

The Hirer shall not:

- sub-let or use the Premises for any purpose other than that described in their Booking Application
- use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way
- do anything, or bring onto the Premises anything, which may endanger the Premises or render invalid any insurance policies in respect thereof
- allow the use of drugs on the Premises
- allow underage (under 18 years) drinking on the Premises
- allow smoking in the Premises. A cigarette bin is provided on the exterior wall adjacent to the front door
- allow the use of wiggle cars in the Premises

#### **6. Car Parking**

Vehicles are parked at owner’s risk, and may be parked only in the marked spaces.

#### **7. Premises Licence and other relevant legislation**

The Youth & Community Hall holds a music licence for playing pre-recorded music. The Youth & Community Hall does not have a licence for the sale of alcohol.

The Hirer is responsible for:

- obtaining the relevant licence from South Oxfordshire District Council for live performances if it is required
- ensuring no alcohol is sold on the Premises unless the hirer has written confirmation from the Youth & Community Hall that they will authorise the hirer to obtain an alcohol licence for the event. This authority may be withheld at the discretion of the Youth & Community Hall

The Hirer shall ensure that the users:

- do not contravene the law relating to gaming, betting, and lotteries
- comply with all conditions and regulations required by the Licensing Act, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the Premises

A breach of this condition may lead to prosecution by the local authority.

## **8. Compliance with legislation relating to children or vulnerable adults**

The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults.

**Safeguarding Policies are the responsibility of the Hirer.**

## **9. Indemnity**

The Hirer shall indemnify and keep indemnified each of Management Committee of All Saints' Youth & Community Hall and their employees, volunteers, agents and invitees against:

- the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises
- against all actions, claims, and costs of proceedings arising from any breach of the Hire Conditions
- all claims in respect of damages, including damage for loss of property or injury to persons, arising as a result of the use of the Premises (including the storage of equipment) by the Hirer

As directed by the Youth & Community Hall, the Hirer shall make good or pay for all damage (including accidental damage) to the Premises or to the fixtures, fittings or contents and for loss of contents.

## **10. Insurance**

The Hirer is responsible for ensuring that any catering company or operator hired to bring equipment such as bouncy castles onto the Premises has relevant and appropriate insurance, which shall include public liability insurance.

Commercial hirers must provide Public Liability insurance (£5,000,000 minimum indemnity).

Any items brought into the Youth & Community Hall are at the Hirer's own risk.

## **11. Accidents and Dangerous Occurrences**

The Hirer must:

- report all accidents involving injury to the public to an authorised representative of the Youth & Community Hall as soon as possible, and complete the relevant section in the Youth & Community Hall's Accident Book located in the first aid box in the foyer
- report any failure of equipment, either that belonging to the Youth & Community Hall, or brought in by the Hirer as soon as possible
- report any breakages, however minor, to the Youth & Community hall so that they can be repaired or replaced

## **12. Stored equipment**

The Youth & Community Hall may provide storage space, including cupboards for regular users, and may charge a deposit for the use of a key to these storage spaces. These keys remain the property of the Youth & Community Hall, and, on request, must be returned to the Youth & Community Hall.

The Youth & Community Hall accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other

property, other than that stored on the premises by agreement, must be removed at the end of each hiring or storage period. The Youth & Community Hall may dispose of any such items 7 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

### **13. No alterations**

Decorations may be hung from the wooden door-frames, cupboard doors (Main Hall) and wooden notice boards (Main Hall) using Blu-tack or sellotape but not elsewhere, especially not on the painted walls. Fixing materials must be removed after use. Drawing pins or other materials that will damage the surface are not permitted.

No other alterations or additions may be made to the Premises, and no fixtures may be installed, or placards, or other articles be attached in any way to any part of the Premises without the prior written approval of the Youth & Community Hall.

Any alteration, fixture or fitting, or attachment, so approved, shall, at the discretion of the Youth & Community Hall, remain in the Premises at the end of the hiring and become the property of the Youth & Community Hall or be removed by the Hirer. The Hirer must make good to the satisfaction of the Youth & Community Hall any damage caused to the Premises by such removal.

### **14. Interruption of Regular Bookings**

If a Hirer is a regular weekly user, the Youth & Community Hall reserves the right to cancel all, or part of, certain bookings in favour of one-off bookings. Such cancellations shall not occur more than once a month, and at least six weeks' notice shall be given of such cancellation.

The Youth & Community Hall reserves the right to nominate a specified weekday evening as not being available for regular weekly bookings, so that priority can be given to monthly, or less frequent, bookings.

### **15. Cancellation by the Hirer**

If the Hirer cancels the booking 10 working days or more before a booking there is no charge. With less notice, the full amount will be forfeited.

### **16. Cancellation by the Youth & Community Hall**

The Youth & Community Hall reserves the right to cancel a hiring by written notice to the Hirer in the event of the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election or referendum or if the Youth & Community Hall reasonably consider that:

- such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or
- unlawful or unsuitable activities may take place at the Premises as a result of the hiring, or
- the Premises have become unfit for the use intended by the Hirer
- in any such case the Hirer shall be entitled to a refund of any deposit or hire fees already paid, but the Youth & Community Hall shall not be liable for any resulting direct or indirect loss or damages whatsoever

### **17. Acceptance**

These Terms and Conditions will have been made available to the Hirer at the time of making the booking. By proceeding with the booking the Hirer is deemed to have accepted these terms and conditions.

### **18. Complaints**

Any complaint regarding any arrangements connected with the hiring of the hall must be made in writing to the Youth & Community Hall and received within 48 hours of the cause of the complaint arising.