

# Conditions of Hire

## TERMS AND CONDITIONS OF HIRE OF THE MANOR ROOM, OLD TEVERSAL

### 1. Definitions

1.1 “Conditions” means these booking conditions, which shall form the contract between the Room Management and the Hirer

1.2 “Room Management” means the Friends of Teversal, who have been appointed by Service Level Agreement to manage the Manor Room on behalf of Ashfield District Council.

1.3 “Due Date” means 28 days prior to the date of the Event or at the time of booking if this is less than 28 days.

1.4 “Event” means the purpose for which the Venue has been booked as set out in the Application Form provided by the Room Management.

1.5 “Hirer” means the individual, company or representative of the organisation booking the Event who pays the fees due under the relevant clause below. This booking is personal to the Hirer and he/she may not transfer or sublet this consent to any other person without the previous written consent of the Room Management.

1.6 “Venue” means the Manor Room, Old Teversal.

### 2. Application

2.1 All applications for the hire of the Venue shall be made to the Room Management and should be completed stating the purpose for which required.

2.2 The signed and completed application form shall be returned to the Room Management at the address shown on the form.

### 2. Payment

3.1 Payment of all fees and charges must be made in full prior to or on the Due Date. If payment is not received by the Due Date the Room Management shall have the right to cancel the booking immediately. Cheques to be made payable to The Friends of Teversal Booking Account and endorsed on the reverse with a current cheque card number and contact address.

### 4. Provisional Bookings

4.1 Provisional bookings will be held for a maximum of four weeks.

### 5. Deposit

5.1 An agreed deposit shall be payable by the Hirer if requested by the Room Management upon completion of this Contract. This deposit will be forfeited in the event of any damage or loss to the Venue or held as part payment should any reinstatement work or cleaning of the Venue be necessary or for non-compliance with the Conditions set out herein. This deposit is additional to the booking fee.

5.2 The person or persons who sign the application form shall be deemed to be the Hirer/s. The Hirer/s will not be allowed to use the premises for any purpose other than that for which it was hired.

5.3 The Hirer/s shall not assign or sublet any element of the booking without the previous written consent of the Room Management.

## 6. Refusal of Bookings and Cancellations

6.1 The Room Management reserve the right to refuse any application for the hiring of the Venue.

6.2 The Hirer is required to give a minimum of one week's written notice of cancellation, and unless arrangements are made to re-let the booked Venue, the Room Management shall have the right to retain any payments made.

6.3 Cancellation by the Hirer of a booking must be confirmed in writing and the effective date will be the receipt of such information by the Room Management.

6.4 A Hirer who does not take up their commitment for any reason or fails to notify the Room Management in writing of cancellation shall forfeit any hire charge paid and shall be liable to the Room Management for whole of the hire charge together with any additional expenses incurred by the Room Management.

6.5 Substitution and amendments of the nature of the booking must be notified in writing to the Room Management which reserves the right either to cancel the booking or amend the hire fee as it considers appropriate. In the event of such cancellation, the Hirer shall be liable as stated in clauses 6.3 and 6.4 above.

6.6 The Room Management accepts no responsibility for the non-arrival by the Due Date of application forms, remittances or cancellations.

6.7 Should the Room Management be of the opinion that it is likely to prove of an objectionable or undesirable nature, it shall have full power to cancel the booking and return any money paid and neither the Room Management nor Ashfield District Council shall be liable to pay any compensation to any person in respect of the cancellation of the booking.

## 6. Emergencies

7.1 The Room Management shall have the right to cancel any booking forthwith in the event that the Venue is affected by an emergency of any kind. The Room Management will consider refunding part or all of any fees and charges paid and the amount shall be at the Room Management's sole discretion.

7.2 The Hirer shall comply with the emergency procedure set out in Schedule 1.

## 8. Use of the Premises

8.1 The premises are to be left in a clean and tidy condition at the end of each letting. The Room will be checked after each letting.

8.2 The Hirer must at all times take good care of the Venue and will be responsible for any damage to the Venue or any part of it or any equipment or other property of the Room Management which forms part of the hire.

8.3 If the Hirer fails to perform any of its obligations set out in clause 8.1 and 8.2 above the Room Management reserve the right to carry out any of these obligations and costs incurred by the Room Management in the performance of such obligations shall be borne by the Hirer.

8.4 The Hirer shall repay to the Room Management on request the cost of reinstating, repairing or replacing or cleansing any part of or property in the Venue if damaged, destroyed, stolen or removed prior to, during or subsequent to the period of hire if related to or by reason of the hiring arising out of the negligence of the Hirer, its employees or its agents.

8.5 The Hirer or users must not stand on furniture and seats.

8.6 Furniture and equipment must not be removed from the Venue unless permission has been obtained from the Room Management.

8.7 No fixtures or decorations of any kind requiring screws or nails are to be used in the Venue.

8.8 Placards announcing meetings must not be posted on the venue.

8.9 The Hirer shall not be permitted to remove or obscure notices or placards displayed at the Venue without the prior written consent of the Room Management.

8.10 Any type of footwear likely to cause damage to the floors is not permitted.

8.11 No preparations to be applied to the floors for dancing purposes.

8.12 It is the Hirer's responsibility to ensure that all users have appropriate footwear for the activities they are engaged in, particularly sports and exercise.

8.13 The Hirer shall ensure that any unwanted liquids are removed from the Venue and not disposed of into the sewage system.

8.14 All equipment brought onto the Venue premises is left at the owner's risk and they or their group should have suitable insurance as there is no liability to the Venue insurance. All vehicles left adjacent to the premises are left at the owner's risk.

8.15 No equipment is to be stored at the Venue without the permission of the Room Management.

## 9. Booking Period

9.1 The Venue will only be available for the period of time specified on the booking form. The Venue must be cleared by the time the Venue is due to be vacated.

9.2 The Hirer is responsible for the Venue from the requested opening time to the requested closing time inclusive. During this period the Hirer must NOT leave the premises unattended/unlocked unless in an emergency.

9.3 The Hirer must be available in person at the times requested on the booking form to receive the Venue from the Room Management representative. Likewise at the close of the booking to hand over the Venue back to the Room Management representative unless other arrangements have been agreed.

9.4 The Venue will be occupied, used and vacated in accordance with the times specified in the booking form.

## 10. Supervision

10.1 The Hirer will ensure that an adult of a minimum age of 21 years is in attendance throughout the duration of the Event and takes responsibility for the conduct of the Event. In cases of default the booking shall cease immediately.

10.2 The Hirer to ensure during the time the Venue is used that activities are conducted in an orderly manner unlikely to cause annoyance or become a nuisance to owners or occupiers of neighbouring property.

10.3 It is the responsibility of the Hirer to ensure that the letting is properly controlled by appointing stewards or such other responsible persons to maintain order throughout the whole period of letting.

10.4 The Hirer shall be responsible for the proper conduct of people using the Venue in a manner unlikely to cause, or be unlikely to cause, annoyance or inconvenience to other people or damage the Venue.

## 11. Licence

11.1 The Hirer is required to comply with the conditions of the Premises Licence in respect of regulated entertainment, music, dance and sale/supply of alcohol.

11.2 The sale of alcohol is a licensable activity under the Licensing Act 2003. Either a Premises Licence or a Temporary Event Notice will be required. Applications for a Premises Licence must be submitted to the Ashfield District Council at least two months before the Event is to take place. Every sale of alcohol made under a Premises Licence must be authorised by the Personal Licence Holder.

11.3 Temporary Event Notices must be served on the Licensing Authority and the Police at least 10 days before the Event is to take place. However, it is recommended that organisers submit the Notice between one and two months in advance of the planned event.

11.4 The use of the Event beyond the time indicated on the Premises Licence or Temporary Events Notice is not permitted.

11.5 In order to comply with the Fire Regulations the permitted maximum number of persons allowed at any one function must not exceed 50 seated or 70 standing. The Hirer is responsible for ensuring that these figures are not exceeded.

11.6 The Hirer shall ensure that any licence, permit or other consent that may be required is obtained, whether from the Council or otherwise before the Event may take place and shall, where requested, produce to the Room Management on demand copies of such licence, permit or consent. If any such licence, permit or consent has not been obtained the Room Management reserves the right to cancel the booking.

11.7 Nothing should be done by the Hirer that shall or may contravene the terms and conditions of any licence (e.g. Premises Licence), permit and/or licence or consent issued in respect of the Venue.

## 12. Fire Precautions

12.1 The Venue is completely NON SMOKING. To Comply with the No Smoking Laws the Hirer is responsible for ensuring that smoking is not permitted anywhere within the building including toilets, corridors, vestibule and entrance porch.

12.2 The Hirer shall not bring, place or erect any sign, furniture, fitting or structure nor place or fix any additional or decorative lighting in or on any parts of the Venue without the prior written consent of the Room Management.

12.3 The Fire Authority requires that only materials that are fire resisting should be used for decoration. The Room Management will refuse permission for the erection of any decorations that are considered not to be sufficiently fire resisting.

12.4 Real flames (including candles) should not be used inside the premises without the express consent of the Chief Fire Officer. Explosives and inflammable liquids should not be brought onto or used in any part of the premises.

12.5 The Hirer shall keep all doors and passages free from any obstruction whatever, whether of a permanent or temporary nature and shall employ sufficient attendants to ensure this clause is being strictly carried out. No Fire Door is to be propped open. No door is to be locked whilst the premises are in use.

### 13. Right of Entry

13.1 Authorised members of the Room Management shall be permitted entry to the Venue at all times during the period of hire.

13.2 The Room Management reserves the right to refuse admission to or evict any person from the Venue.

### 14. Indemnity and Insurance

14.1 The Room Management is not responsible and will not accept liability for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s) sustained by any person in the Venue, except where caused by the neglect act or omission of the Room Management or its agents, servants or employees.

14.2 The Hirer is responsible for all safety aspects of the Venue prior to, during or subsequent to the Event and shall be liable for any loss, damage, injury or death caused by the neglect act or omission of the Hirer, its agents, servants or employees or third parties under the Hirer's control and direction.

14.3 The Hirer shall indemnify the Room Management against all claims, actions, demands, proceedings, costs or awards in respect of any loss, damage, injury or death to persons or property engaged by or assisting the Hirer, except where caused by the negligent act or omission of the Room Management or its agents, servants or employees.

14.4 The Hirer shall on behalf of all groups using the Venue obtain and provide to the Room Management proof of Public Liability insurance.

14.5 The Hirer shall provide to the Room Management any relevant certificates of qualification relating to the teaching of any physical activity, sport or dance.

### 15. Health and Safety

15.1 The Hirer agrees to ensure that all participants and contractors comply with all relevant Health and Safety legislation or any other guidelines relevant thereto at all times during the Event and while preparing

and clearing the Venue. Any electrical equipment brought into the facility requires the relevant PAT test certificates to be provided to the Room Management or the use of an appropriate circuit breaker.

## 16. Property Not Removed

16.1 The Room Management may remove and store any property that is left by the Hirer at the Venue after the period of hire. The Hirer shall repay to the Room Management on demand the costs of such removal and storage. The Room Management shall not be held responsible for damage to or theft of property by or during its removal and storage. The Room Management is entitled to remove and sell in such a manner as they think fit any property left at the Venue as a result of the hiring not claimed within 28 days, the proceeds of sale of which shall belong to the Room Management.

16.2 Hirers are requested not to use any equipment or materials belonging to any other group who use the facility.

## 17. Variation to Agreement

17.1 The Room Management reserves the right to vary the conditions of the agreement between the Room Management and the Hirer at any time on 7 days notice. Any variations so made shall be deemed to be incorporated in these conditions. The Hirer may, within 7 days of receipt of such notice, terminate this contact.

Any complaints with regard to the management and control of the premises must be made in writing to the Chairman of the Room Management Committee.

All Hirers knowingly breaking or permitting to be broken any of the aforementioned conditions may be denied the privilege of future bookings.

## SCHEDULE 1

### EMERGENCY PROCEDURES:

IN THE EVENT OF A FIRE THE HIRER SHALL RAISE THE ALARM, CLEAR THE PREMISES AND INFORM THE FIRE BRIGADE ON 999 FROM THE NEAREST AVAILABLE TELEPHONE.

ALL PERSONS MUST VACATE THE PREMISES IMMEDIATELY, NOT STOPPING TO COLLECT PERSONAL BELONGINGS AND NO-ONE MUST RE-ENTER THE BUILDING UNTIL AUTHORISED BY THE FIRE OFFICER-IN-CHARGE.

HIRERS SHOULD MAKE PROVISION TO EVACUATE DISABLED USERS BY PROVIDING A NOMINATED PERSON OR PERSONS TO ASSIST THEM IN THE EVENT OF AN EMERGENCY.

DO NOT ATTEMPT TO EXTINGUISH THE FIRE IF ANY PERSONAL RISK EXISTS; LEAVE TO THE FIRE BRIGADE.

### Suspicious Persons, Unattended Packages

In the event of you or members of your group/party observing either a suspicious person or package/bag, etc. the following action shall be taken:

Contact the local police and request assistance to deal with the problem.

Follow the fire evacuation procedure as above.

On no account should you attempt to move or open any suspicious package or approach any suspicious person.

In the event of a power failure all activities must cease and occupants evacuate the building as fire alarm systems will not be active. This should be reported immediately to either the representative of the Room Management committee on duty or the Council Emergency Call Out.