

Terms and Conditions of Hire

1. All hirers must adhere to the times of the booking.
2. At the letting finish time, everyone should be completely off the premises (not starting to clear up).
3. Extensions cannot be granted and organisations that overturn their time will be surcharged and may not be offered the facilities in the future
4. The hire is restricted to the designated area and individuals attending the function must not enter any other areas
5. The organisers of the event are responsible for the conduct of all individuals attending that event while they are on the site. Proper supervision is essential, particularly when the function involves young children
6. The Hirer must nominate a competent person to take charge in case of Fire, to ensure that all persons at the Hall can escape unimpeded through the Fire Exits and to assemble in the car park or other nominated assembly area. Improper operation of the Fire Alarm or extinguishers will result in the automatic loss of the deposit. Fire Doors MUST remain unobstructed during a let. *See below*
7. Fireworks. Bringing Fireworks into, or the ignition of Fireworks in the Hall or grounds, is expressly forbidden.
8. The Hirer must ensure that no nails, tacks, screws, etc are driven into, nor adhesives fixed to, the walls, floors, ceilings, furniture or fittings. Any decorations erected by the hirers must be removed after use.
9. If there is any problem or if damage does occur, this must be reported to the administrator at once
10. Furniture shall not be moved except by arrangement. The hirer is responsible for any movement of furniture and this should all be returned to original positions before the end of the letting. Floors to all areas must be swept and tidied after use. Mops and brooms are in the cupboard in the toilet corridor. Toilets and sinks must be left clean and tidy as found. Tables and chairs, having been wiped over, must be returned to the store cupboard in the entrance lobby, tables vertically and chairs stacked onto the trolleys. Rubbish must be bagged and placed in the wheelie bin in the car park. Broken glass must be wrapped before disposal. No liquids to be emptied in the bin.
11. Functions organised for those under 18 years of age must be supervised by a responsible adult at all times
12. Please ensure that all lights are switched off, and all doors and windows are securely closed when you lock up the Hall and return keys to key holder if not on site.
13. Cars must be parked in the designated parking areas

Payment of account

On booking you are required to pay 50% of the full cost of the booking to confirm the reservation. No booking is confirmed until this is received with the completed booking form. The balance of the fee must be paid at least 5 working days before the date of the event. If you wish to cancel the booking, we need a cancellation letter from you as soon as possible. Unfortunately, we cannot return your deposit unless we can re-let the hall.

Refund of indemnity

As you know, an indemnity has been charged for the damage of any of the property or if there are breaches of these terms & conditions. The Hirer is responsible for any damage or loss to the Hall & grounds during the hire period, and for the Hall & grounds being left in a reasonably clean condition. If the Hall & grounds are left in an unsatisfactory state, or if there is loss or damage, or if there is loss or damage due to the non compliance of these terms & conditions the indemnity will be forfeit. Any additional costs for cleaning, repairs or loss replacement may be levied on the Hirer.

If there have been no breaches of the hire and the premises are left in good order, the indemnity will be refunded within 7 days after the function. A cheque will be forwarded to the person named on the account.

Courtesy

Please respect the peace of our neighbours. Please leave quietly without unnecessary playing of loud music or the hooting of car horns. The hirer will check prior to entertainment, and periodically during the entertainment, that all windows and doors are shut and will assess the impact of any noisy activities on neighbouring residential premises at the start of the activity/entertainment and periodically throughout the activity/entertainment to ensure levels of noise have not increased. Failure to cooperate may result in the loss of indemnity, it could also result in the loss of this community facility.

Premises Licence

The hall has a valid Premises Licence authorising the hours during which the building may be used for the performance of Plays, Films, Live Music, Recorded Music, Dances, provision for Dancing and allowing for serving Late Night Refreshments. The hours when these activities may take place are specified in the Licence, a copy of which is displayed in the entrance. In the event of a breach of this licence the hirers shall indemnify St Marychurch Parish Church Council against any resultant loss and/or liability including legal costs. The hirers and those present shall not infringe any copyright or performing rights and the hirers undertake to indemnify St Marychurch Parish Church Council against costs/loss for any infringement.

Alcoholic beverages may not be served or consumed on the premises without the express permission of the designated premises supervisor (DPS), whether paid for or not.

Smoking

Smoking is expressly forbidden on these premises under legislation making it illegal to smoke in enclosed spaces. Hirers will be held responsible for anyone found smoking whilst they are hiring these premises.

Food preparation

Where food and/or drink is prepared or served the hirers must ensure it is done in a way which complies with the Food Safety Act of 1990 or any subsequent addition or amendment to that Act.

Fire Regulations and Emergency Action Plan

All hirers have a legal duty **(a) before their event or function takes place**, to be aware of the fire regulations relating to the premises hired and what to do in the event of fire; and **(b) at the event or function**, with regard to the safety of everyone present, to ensure that everyone is similarly aware.

(a) At the event or function, hirers must:

1. Ensure that the ban on smoking is understood and enforced and that there are no naked flames (eg.candles), unless specifically authorised and controlled.
2. Decide who will take charge in the event of an emergency and who will be responsible for the specific actions referred to in Section (b) below.
3. Ensure that everyone knows where the emergency escape routes are, bearing in mind that some exits not normally used might be needed to be used in an emergency, and that all these are kept clear. Fire exits are all clearly marked.
4. Ensure that everyone knows the safe place to assemble outside the building so that a check can be made and everyone accounted for. The safe place for these buildings is in the car park near to the main entrance gate.

(b) On finding a fire:

1. Raise the alarm by shouting "Fire" and by breaking the glass on the Fire Alarm points, which will cause a buzzer to sound and the lights to flash, or by any other safe means.
2. Call the emergency services and ensure someone is delegated to meet them.
3. Evacuate the premises in an orderly fashion as quickly as possible, ensuring that anyone with disabilities is helped as required and that any children are controlled.
4. Check all rooms, including toilets, kitchen area and cloakrooms (if it is safe to do so), to ensure that no one is left on the premises.

(c) A list of DON'Ts for everyone:

1. Do not try to fight the fire unless it is very small and within your power to do so using the extinguishers and other equipment available.
2. Do not wait to collect your belongings when leaving the premises – only take those immediately to hand
3. Do not try to re-enter the premises once you have left for any reason until you are told by someone in authority that it is safe to do so.
4. Do not give assistance to the emergency services unless specifically asked to do so.

The hirers undertake to pay for any damage by fire to the property of Costessey Parish Council if caused by neglect or default by them or those they have responsibility for.

St Marychurch Parish Church Council (SMPCC)

1. SMPCC shall not be liable for any injury (including injury resulting in death) or damage to or loss of property, which shall or may occur to, or be sustained by, the hirers, the hirers' assistants, servants or agents, or others entering on the property in the exercise or purported exercise of the arranged hire (except injury or damage as may occur by reason of the neglect of SMPCC or its servants or agents acting within the scope of their authority). The hirers will indemnify and keep indemnified SMPCC, its servants, and agents from and against all action, proceedings, costs, damages and expenses in regard thereto and also from and against all other liability, claims, demands, proceedings, costs, damages and expenses in respect of injury to persons whomsoever (including injury resulting in death) and damage to or loss of property whatsoever, which may arise from, or in the consequence of the exercise, or purported exercise, of the hiring.
2. SMPCC's representative(s) shall have the right of entry to the premises at all times, notwithstanding any arrangements concluded as a result of the hire.
3. SMPCC reserves the right to terminate the hiring immediately if in the opinion of its representative(s) or agent it is expedient to do so as a result of unruly, abusive or inconsiderate behaviour, without recourse or reimbursement to the hirer.
4. SMPCC accepts no responsibility for any goods, equipment, property, etc. which is in use on, left on, or stored at, the premises by any hirers.
5. SMPCC reserves the right to cancel any booking upto 45 days prior to the booking, in such event, if an alternative date cannot be arranged, any deposit paid will be returned in full.
6. SMPCC reserves the right to change, alter, or add to these conditions as circumstances dictate.

Thank you for your co-operation.

I understand, agree and will comply with these terms and Conditions

Signed _____

Name _____