

Conditions of hire for regular or one off Hirers April 2020

1. Agreement

- a. This application for hire, when completed and signed by the Hirer, together with these conditions and any special conditions shall constitute the Agreement for Hire of the St Cuthberts Hall and other property specified in the agreement.
- b. The Hirer shall make arrangements with St Cuthberts Hall in respect of any other matter not provided for in these conditions at least **10** days before the date of hiring.

2. Interpretation

In the context of this Hire Agreement:

- a. "The Hall" shall mean St Cuthberts Hall, Newnham Street, Bedford, Beds MK40 3JR.
- b. "The Hirer"- shall mean the person who has signed this Hire Agreement.
- c. "The Premises" – shall mean the areas of the Hall which the Hirer has agreed to hire.
- d. "The Booking Period" means the period of time reserved for the Hirer.

3. Hire

- a. St Cuthbert's Hall may refuse any application for hire without giving a reason.
- b. Applications for hire must be received by St Cuthberts Hall at least **10** working days prior to the hiring date.
- c. The Booking Period must terminate and the Premises vacated at the end of the agreed Booking Period in accordance with the application form. Any extra time or clean up time will be charged in whole hours at the appropriate rate.
- d. For one off bookings of private evening functions, the Hirer must be aged 21 or over. Proof of identification/age may be requested prior to acceptance.
- e. All regular Hirers must be ages 18 and above.
- f. The person named on the booking form **must** be The Hirer and The Hirer **must** be present at the event for the entire Booking Period.
- g. The Hirer shall not use the Hall or any part thereof for any purpose than that stated in the application and for which the same is let.
- h. The Hirer shall not sublet or assign the Hall or part thereof.
- i. The Hirer shall not use any other St Cuthbert's Hall rooms other than that stated in the application form.

j. The Hirer shall not use St Cuthbert's Hall or any part thereof outside of the time stated in the application form.

h. The Hirer shall be responsible to ensure the Hall is left in a safe, tidy and expectable manner on vacating the premise. A clean up charge may be payable at a cost of £30 per hour. Repair charges may also be payable.

4. Payment

All bookings must be paid for in advance and payment must accompany all single applications of hire. Unless prior arrangements have been made in writing.

For regular Hirers, invoices must be paid in advance and will be sent by the 15th of the month prior to use. These invoices must be paid by the 1st day of each month.

5. Acceptance of Booking

A copy of the application form duly completed and signed will be returned to the Hirer (once full payment has been received or invoicing arrangements agreed) as confirmation that the booking has been accepted, subject to the Hirer complying with these Conditions and any special conditions of hire.

6. Charges

Hire charges will be in accordance with the current charges as laid down by St Cuthberts Hall management. St Cuthbert's Hall 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 one month's notice at any time.

7. 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.)

8. Cancellation

a. By St Cuthberts Hall:

St Cuthberts Hall may terminate any Agreement for Hire at any time up to and including the date of hire if St Cuthberts Hall become aware of any fact which would at face value not be in the interest of St Cuthberts Hall to proceed with the hiring agreement or which might prejudice St Cuthberts Hall standing and responsibilities to the local authority.

St Cuthberts Hall also reserves the right to cancel any hiring in the event of St Cuthberts Hall requiring the property in question for an event organised by St Cuthberts Hall, without giving prior reasons, where the need for St Cuthberts 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 St Cuthberts Hall to the Hirer but no minimum period is stipulated and St Cuthberts Hall liability to The Hirer will be limited to a full refund of any deposit.

b. By the Hirer:

Notice of cancellation for one off Hirers must be received in writing no less than 28 days before the date of hire. For cancellations less than 28 days prior the date of hire, St Cuthberts Hall is under no obligation to refund any payment.

Regular Hirers should be consistent with their booking days and times and will be charged monthly for the Booking Period of hire stated on their booking form, irrespective of any days/periods missed, unless days missed are as a result of action by St Cuthberts Hall. Exceptions to this will be holiday dates given at least a month in advance. The reason for this is that St Cuthberts Hall relies on regular income to remain sustainable; therefore regular Hirers need to pay for any time slot they reserve.

For regular Hirers holidays are permitted in accordance with Bedford Borough school holidays and may be for a maximum of 13 weeks.

Regular Hirers must hire the Hall for a total of 39 weeks per year.

c. In the case of cancellation by St Cuthberts Hall 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 Booking Period that the facility is not used. Where the Hirer chooses to continue with the hire the full fee will be due. Please note that St Cuthberts Hall can get quite cold during winter months, even with the full heating on.

9. Booked Period

a. For one off bookings where the hiring is not commenced within 15 minutes of the Booked Period start time, the Premises will be secured. Access after this time where it can be accommodated, will incur further charges of £30.

Please call 07951 368683 or 07964 067443 if you know you will be delayed to avoid charges being made.

b. St Cuthberts Hall will not be responsible for any loss to the Hirer due to the facility not being available at the booked start time. St Cuthberts Hall's liability to the Hirer will be limited to a refund payment made for the portion of the Booking Period in which the Hall was unavailable.

Regular Hirers will be made aware of how to close the Hall each day after use. If there is any change on the day we will let you know via text.

Regular Hirers must follow the instructions on the whiteboard by the door for your group as to how to close the Hall when you leave. We do not have a caretaker so if any groups are locked out due to the previous group locking the door incorrectly there is now a £30 fee payable for the group who was in error (groups will get a warning in the first instance). This is because we either have to get a member of staff to come and unlock the Hall, or subsequent groups cannot gain entrance, which means we cannot charge that group for the session.

If a regular Hirer cancels a session last minute please ensure you email or call us 07951 368683 or 07964 067443 on to let us know. You will still be charged for this session, however it gives us the chance to let other groups know to lock the doors appropriately.

10. Breach of Contract

St Cuthberts Hall shall not be liable for breach of contract or be held liable for any expenditure incurred or loss sustained directly or indirectly by the Hirer as a result of refusal, cancellation or termination.

11. Accidents - N.B. First Aid Kits are not provided

When any accidents have occurred please contact the St Cuthberts Hall team on 07951 368683 or 07964 067443.

12. Hirers Responsibilities

- a. The Hirer or the Organisation under whose behalf he or she is responsible or a responsible person, whose name and address has been notified to St Cuthberts Hall before the date of the hiring, must be in attendance at the Premises throughout the Booking Period.
- b. The Hirer will be responsible for supervision, safety, control, stewarding, admission & removal of those attending the hiring and provide a sufficient number of suitably qualified persons to carry out these responsibilities.
- c. The Hirer shall ensure that all activities are conducted in an orderly and lawful manner.
- d. The Hirer shall, at the expiration of the Booking Period, leave the facility in a tidy and orderly state and all rubbish must be placed into secure refuse / plastic bags and left in the bar area.

The Hirer must ensure that all nappies are taken off site for disposal. Where the non compliance of this condition requires extra cleaning time an appropriate additional charge will be made to the Hirer. This charge will be deducted from any deposit paid.

- e. The Hirer shall report any faults, damage or lack of services e.g. water to the duty team on St Cuthberts Hall or 07951 368683 immediately.
- f. The Hirer shall report any dissatisfaction with the booking during any induction procedure or to St Cuthberts Hall Team within two working days to allow the concerns to be investigated.
- G. Regular Hirers must sign their group in and out using the signing in form in the entrance hallway.

13. Displays

Nothing is to be displayed or fixed in or on the Premises without prior permission.

14. Music /Noise

Noise levels must be controlled so as not to cause annoyance to local residents or other Hirers. Any St Cuthberts Hall team member responsible for the Premises has authority to control the volume of sound caused by musical equipment.

15. Minors / Children

- a. The Hirer shall ensure that minors are supervised at all times.
- b. The Hirer shall ensure no minors enter the kitchen/bar areas.

16. Insurance and Risks

- a. Hirers shall indemnify St Cuthberts Hall from and against any claim for damages, costs or expenses which may be made against St Cuthberts Hall in respect of personal injury, death or loss of or damage to property sustained by any persons and occurring during or in consequence of the hiring and which shall arise from any act or omission by the Hirer or persons using any of the St Cuthberts Hall Facilities as a result of the hiring.
- b. The Hirer is responsible for the preservation of good order and shall fully compensate St Cuthberts Hall for any damage to the Premises or any damage to, or loss of, other property of St Cuthberts Hall of whatsoever description arising out of, or incidental to the hiring. Compensation will be deducted from any deposit paid.
- c. The Hirer is responsible for insuring their property and equipment against all usual risks.
- d. St Cuthberts Hall does not accept responsibility for any clothing or articles left by the Hirer, their guests, servants, agents or any member of the public, or any property during the Booking Period.
- e. Public Liability Insurance is only valid for the rooms booked during the Booked Period as stated on the application for hire agreement.
- f. All regular Hirers must email their public liability insurance certificate to us every year.

17. Health and Safety

- a. The Hirer is responsible for ensuring the maximum numbers on the application for hire agreement are not exceeded.
- b. Fire or appliances with naked flames are not permitted in or on any property subject to the Hire Agreement without the prior written consent of St Cuthberts Hall. The Hirer will comply with all conditions attached to such consent.
- c. No alterations or additions may be made to the lighting or power arrangements existing at the time of hire without the written consent of St Cuthberts Hall. The Hirer will comply with all conditions attached to such consent.
- d. The Hirer is responsible for ensuring that no exits or fire exits from or within the facilities are blocked inside or outside and that no chairs or obstacles are placed in the corridors, walkways or access areas leading to emergency exits and that fire appliances are not removed or tampered with.
- e. All Hirers are required to be familiar with the emergency evacuation procedure for the building (see evacuation instructions in **Notes: Information and Guidance** below) - and provide evidence of regular drills when requested.
- f. In the event of a fire alarm being raised the Hirer is responsible for ensuring safe and immediate evacuation.
- g. Furniture and Furnishings - No furniture or furnishings may be brought into the facility either temporarily or permanent without prior written permission. Permission will only be considered where current Fire Regulations can be met.
- h. Electrical Appliances - must not be brought into the facility by the Hirer or any person on the Hirers behalf either temporarily or permanently without prior written permission and all appliances must have a current portable appliance certificate (PAT). Any items with a naked flame are prohibited.
- i. Groups / Hirers will be required to comply with Health & Safety legislation.
- j. It is the Hirer's responsibility to make sure that all persons associated with their booking must always wear appropriately solid soled footwear/shoes at all times whilst in the Hall, and any floor work or activities must be carried out on appropriate mats or covering supplied by the Hirer and removed after use.
- k. All groups are to take responsibility for ensuring government guidelines are followed regarding keeping people safe from coronavirus. Groups must have their own policies and procedures for this. **Please provide us with a copy of your Covid-19 risk assessment.** Groups must sanitise door handles and light switches upon arrival and departure. In order to protect all users of The Hall, we will be checking CCTV to ensure that groups are doing this. We may require more information from you in the future, however as the guidelines are changing regularly we cannot be more specific at this point.

18. Mail

Use of St Cuthberts Hall as a mailing address is prohibited.

19. Equipment / Storage

The Hirer shall not bring any equipment onto the Premises without the prior permission of St Cuthberts Hall. Where it is agreed in writing that the Hirer may store goods or equipment at the Facility, St Cuthberts Hall does not accept responsibility or liability or any loss, damage or injury whatsoever arising from the storage of such goods or equipment subject to common law and any statutory rights for the time being in force. For regular Hirers, additional charges may apply for exclusive storage areas. Please contact us if you require this. We have some limited storage available.

20. Entertainment / Alcohol Social Events

Alcohol not purchased on The Premises is not to be consumed at St Cuthberts Hall.

21. Parking

N.B. We do not provide parking.

22. Broadcasting Rights

Broadcasting (sound/T.V.) filming or photographic rights cannot be exercised without prior written consent from St Cuthberts Hall. No copyright music shall be performed / played on the Premises without the application requesting this having been confirmed.

23. Live and Recorded Music

Where sound recordings (CDs, DVDs, tapes or records etc.) are played in 'public' the Hirer has the responsibility of ensuring that the appropriate licence fees are paid to Phonographic Performance Limited (PPL).

24. Access

The Hirer shall at all times permit full access to St Cuthberts Hall duly authorised team and agents to enter or inspect the hired Premises. Police Officers have the right of entry at all times.

25. Termination of Hire and Exclusion from Premises

a. If the Hirer shall refuse or omit to comply with any of the foregoing conditions or with any instruction conveyed to him / her by any St Cuthberts Hall staff responsible for the

facility on behalf of St Cuthberts Hall, the Hirer and his servants may be excluded until they comply with the same, but without relieving them of their obligations under their contract with St Cuthberts Hall.

b. St Cuthberts Hall reserves the right to halt or terminate the hiring at any stage in an emergency.

26. Additional Charges

Additional charges will apply in the following circumstances:

a. A hire not previously booked (e.g. Hirer vacating premises later than agreed Booking Period end time - see Conditions 3c). A hire commencing prior to or exceeding the booked time will be charged in whole hours at the appropriate rate.

b. To reopen closed facilities due to non attendance will incur a charge equal to the late booking fee (see Conditions 9a).

c. Where the Hirer has not left the facility in a tidy, orderly or to an appropriate level of cleanliness with rubbish bagged cleaning surcharges will apply at a minimum rate of £30 per hour.

d. Where there has been any damage to the Premises or damage to, or loss of, other property of St Cuthberts Hall the Hirer shall fully compensate St Cuthberts Hall. Any additional charges will be deducted from any deposit paid and where charges are in excess of the deposit an invoice will be made for the remainder of the charges.

e. Providing a service outside of normal operating hours/days.

f. Where the Hirer is responsible for false activation of any alarms charges will be made to recover all costs incurred £30 call out fee.

g. Where equipment loaned is not returned.

Notes:

Information and Guidance

Disabilities / Special Needs / Diversity

Please contact St Cuthberts Hall with any requests.

Children/Young People and Vulnerable Adults

St Cuthberts Hall has a responsibility to protect the community using its facilities and in the present case it does so by imposing a contractual provision on the Hirer. By signing the contract the relevant Hirer agrees to comply with the Independent Safeguarding Authority (ISA) standards

which would be undertaken by consent of the prospective employees /volunteers. A failure of a relevant Hirer to observe this condition would result in an immediate withdrawal of the use of the facilities.

DBS

Hirers are to ensure they have the correct DBS checks if they are working with children and/or vulnerable people.

Events Extensions to normal Hiring times

Any request for an occasional extension must be in writing at least 28 days prior to the event date to the St Cuthberts Hall Manager. Where permission is granted a deposit will be required and additional charges will apply.

Licences Guidance

PRS - is a fee collected on behalf of the Performing Rights Society that issues licences and distributes the licence fees to composers and music publishers. It applies to any event where music is played* other than where the music is incidental (background), or it is a Private function such as a family party where all guests are invited. Where these fees are due, we collect and pay the fees direct to the PRS as we have a responsibility for ensuring that events in our building are licensed.

* Played includes videos, tapes, DVDs, Karaoke etc.

PPL - Phonographic Performance Limited issue licences and distribute the licence fees to record companies, recording artists and musicians. A licence for PPL is required when you play sound recordings such as CDs, tapes and records, subject to their control in 'public'. 'Public' is determined as any event except a family or domestic gathering. The responsibility for obtaining the necessary licences is with the Hirer, www.ppluk.com.

Public Holidays

We do not open Christmas Day but may be able to open on other Bank Holidays. There may be an additional cost for this.

Deposit Policy & Procedure

This will be sent to any customer where a deposit is required.

Health and Safety Instructions

1. **At all times** these Premises are occupied, all doors must be available for use in an emergency and any doors locked with key must be unlocked (the use of padlock ect. is prohibited).

The Centre Management (or other designated staff member) will show the Hirer all fire exits, fire extinguishers and break glass points. They will also explain to the Hirer the fire procedures in place for the building. Fire safety notices are displayed in the building and written instructions are given in these Terms and Conditions.

It is the Hirer's responsibility to ensure that the fire procedures displayed in the building and verbally communicated to them are also communicated to their guests/clients.

2. The person in charge (Hirer) must make himself or herself familiar with the fire instruction on the site (see **Emergency Action Plan** below) and they must ensure that any volunteers or paid workers are made aware of the instructions.

3. In the event of a **fire or similar emergency situation**, the person in charge and their staff must ensure that the building is immediately and safely evacuated and that the **emergency services** have been called.

5. **All persons** who are unfamiliar with the building should look around to check the whereabouts of **exits** from the building, where the fire **extinguishers** and fire alarm call points are.

6. When tables etc. are laid out in the Hall consideration must be given to the provision of **gangways** between the rows which must be of sufficient width to allow access to disabled persons and wheelchairs, and especially egress in an emergency.

7. All **fire exits** must be kept clear at all times during the hiring.

8. Please contact us immediately on **07951 368683** or **07964 067443** when, due to circumstances outside the control of the Hirer:

- any fire door is unable to be opened in an emergency.
- any fire exits / or escape routes are not clear.

What to do in the case of a fire - Emergency Action Plan

Assembly Point

Outside the main entrance, turn right and wait by the corner of Castle Road

Action On Discovery Of Fire

- Sound the Alarm using the nearest fire alarm call point
- Leave the building by the nearest exit
- Do not re-enter the building
- Report to the assembly point
- Call the fire brigade by mobile phone (after leaving the building)
- Liaise with the fire brigade on their arrival
- Only attempt to tackle small fires if confident to do so
- Do not put yourself at risk

Action On Hearing Alarm

- Leave the building by the nearest exit
- Do not re-enter the building
- Report to the assembly point
- Call the fire brigade by mobile phone (after leaving the building)
- Liaise with the fire brigade on their arrival

Visitors

- Ensure all visitors and contractors are taken to the assembly point
- Assist any disabled persons with evacuating the building as necessary

Private Hirers

- Following the fire alarm being sounded either for a fire or by mistake, please call Claire on 07964 067 443 or Fizz on 07951 368 683.

Disabled and Less Able-Bodied People should be given every assistance during the evacuation procedure to exit the building to the fire assembly point or to the designated safe refuge point. There is disabled access to the rear of the building.

Fire Assembly Point

On arrival at the Fire Assembly Point, keep together and identify any missing persons attending your event and report immediately to the fire brigade.

Safety Is Everyone's Responsibility

It is essential that all individuals familiarise themselves with the fire escape routes and location of the Fire Assembly Point when using these facilities.

Contractors

On hearing the alarm, contractors working on site must immediately stop work and follow the Fire Evacuation Procedures.

9. Gas leaks:

If you smell gas—do not try to identify the source of the leak.

Evacuate the hall immediately, using the fire doors if necessary,

Put out naked flames—do not turn electrical switches on or off.

Open windows and doors but ensure no one re-enters the hall

Immediately contact Gas Emergency Number 0800 111 999, and follow instructions

Inform the Hall management on 07951 368683 or 07964 067443.