

THE LECONFIELD HALL
Registered charity No.1167354 (“the Charity”)
GENERAL CONDITIONS OF HIRE

“Hirer” - name and address - anyone signing confirms to be over the age of 18	
“Hire Period” - dates and times	
“Hired Space” – delete as appropriate <u>NB the hiring excludes any space outside the hired part</u>	[Whole Hall] [Ground floor meeting rooms] + shared use of common parts [1st floor auditorium] + shared use of common parts
“Event” - purpose of hire	
“Hiring Fee” - payable as to 50% on booking and the balance <u>in cleared funds</u> 7 days before the start of the hire.	£
“the Damages Deposit” – chargeable at the Charity’s discretion	£

RAKED SEATING

Will you be needing the raked seating out? Yes / No

If “Yes”, you will need to get it out and put it away yourself. Please ask if you need help.

ALCOHOL

Will alcohol be served? Yes / No

If “Yes”, you must sign the Authorisation of Sale letter and deliver it to us

In consideration of payment of the Hiring Fee the Charity permits the Hirer to use the Hired Space for the Hire Period for the purposes of the Event and, where only part of the Hall is being hired, to share the kitchen, lavatories and other common parts with other users of the Hall subject to the following conditions, which the Hirer (jointly and severally if comprising more than one person) hereby agrees to be bound by:

Signed for the Charity: **Dated:**

Signed for the Hirer: **Dated:**

1. **Definitions**

In this document:

“the Booking Clerk” means Maggie & Belle, of Market Square, Petworth

“the Hall” means all parts of the building and curtilage of Leconfield Hall and all its fixtures, fittings and contents;

the expression “the Charity” includes its trustees and any person working on its behalf;

“Permitted Entrant” means the Hirer and any person, firm or company permitted by the Hirer or by any agent, employee or contractor of the Hirer to enter any part of the Hall;

“Damages” means any claims losses or costs arising from (a) any loss or damage, however slight, caused at any time to any part of the Hall (other than normal wear and tear) by a Permitted Entrant and/or (b) from any breach of this document or any other conditions of hire accepted by the Hirer and/or (c) from any claims brought against the Charity by any third party for damage or loss caused by any Permitted Entrant.

2. **Hirer’s responsibility, Damages Deposit, and consideration for others**

2.1 From the time when the Hall key is collected to the time when it is returned to the Booking Clerk, the Hirer will be responsible for the care of the Hired Space and the shared parts of the building and for the behaviour of all Permitted Entrants whilst in the building and must take all reasonable steps to ensure that nobody enters the Hall who is not a Permitted Entrant. The Charity will not be obliged to prove who caused any particular damage – the fact that it arose will be the responsibility of the Hirer.

2.3 The Hirer must ensure the minimum of noise in the vicinity of the Hall and that the escape of noise from the Event inside the Hall is kept within reasonable bounds.

2.4 The Hirer will be liable for and indemnify the Charity against all Damages.

2.5 The Committee will be entitled to require payment of the Damages Deposit in such form as it chooses against possible Damages. When a Damages Deposit is paid, the following will apply:

2.5.1 the Hirer must attend a pre-hire check-in and a post-hire check-out when requested and the Damages Deposit will be returned at or as soon as practicable after the check-out if no Damages are apparent;

2.5.2 if any Damages are apparent, the Charity will retain from the Damages Deposit enough to cover any Damages and any charges under 5 below;

2.5.3 if the Damages Deposit is not enough to cover all Damages and clause 5 charges, the Hirer will pay any shortfall to the Charity immediately on demand.

3. **No smoking and other restrictions on use**

3.1 The Hirer must not:

- permit anyone to smoke in any part of the Hall;
- use or permit any part of the Hall to be used for any purpose other than the Event;
- make any changes to the Hall or attach anything to any part of it.

3.2 The Hirer may share or sub-hire part (not the whole) of the Hired Space but these Conditions will apply equally to that sharing/sub-hire and the Hirer will be directly liable to the Charity for any breaches by the sharer/sub-hirer.

3.3 The common parts of the building must be used only for their intended purposes and the Hirer must not use or permit the use of any part of the building outside the Hired Space itself for any purpose at all and must not place furniture or other items outside the Hired Space

4. **Compliance with laws**

The Hirer must ensure that no Permitted Entrant brings illegal drugs into the Hall and must not use or permit any part of the Hall to be used for:

- any illegal activity;
- anything in breach of gaming, betting or lottery laws;
- anything in breach of conditions or regulations made in respect of the Hall by the Local Authority or the Licensing Authority, particularly in connection with any event which constitutes regulated entertainment, or at which alcohol is sold or provided, or which is attended by children;
- any laws, regulations or codes relating to the sale of goods ;
- anything which breaches the Hall’s health and safety or safeguarding policies;
- anything which might endanger the Hall or render invalid any part of the Hall’s insurance.

5. **Cleaning and clearing the Hall and locking up**

5.1 The Hirer must ensure that all parts of the Hall used by the Hirer are left clean and tidy at the end of the hire, including (without limitation):

- washing up and putting away all crockery, glasses, cutlery and other items in the kitchen used by the Hirer;
- returning everything moved by the Hirer to its original place – (a) downstairs chairs and square tables stacked against the walls in the downstairs rooms; (b) upstairs loose chairs stored at the back of the stage; (c) raked seating put away, with the barriers and bottom step on the top level or behind the stage curtains on the left of the stage; (d) the bar left under the upstairs gallery; (e) folding tables stored in the emergency staircase or the tables-cupboard at the foot of the main staircase; (f) coat-rail and heating cupboard in WC lobby;
- taking all the Hirer's rubbish home;
- wiping table tops before used by the Hirer and putting them away;
- hoovering the carpets and sweeping the floors of the Hired Space.

If this is not done, a charge will be made to the Hirer at the rate of £25 per hour or part hour for any cleaning or organising which needs to be done, including time spent taking rubbish to the dump.

5.2 The Hirer must remove from the Hall everything that was brought by any Permitted Entrant onto the premises. Anything left in the Hall after the end of the hire will be there without permission and the Charity will have no responsibility for it. If it is in the way of other hirers, the Charity will be entitled to remove it and store it elsewhere without responsibility for its safekeeping. Anything left in the Hall or stored elsewhere will be subjected to a storage charge of £50 per day or part day. The Charity may sell anything remaining uncollected after 7 days and deduct all storage charges, costs of sale and other charges from any proceeds of sale.

5.3 The Hirer must leave the Hired Space locked up, with all lights, ventilation, heating/cooling turned off and, unless someone else is still using the building when the Hirer departs, must ensure that all lights, kitchen equipment, etc in the common parts are turned off and the front door is locked.

6. **Premises Licence and alcohol**

6.1 The Hirer confirms that it has read a copy of the Premises Licence and undertakes not to do or permit anything in breach of the terms of that Licence.

6.2 The Hirer must not:

- invite into the Hall more people than:
 - 94 when seated at tables, nor
 - 188 for dancing only, nor, nor
 - 138 for plays;
- sell or provide or permit the sale or provision of alcohol:
 - at all without the consent of the Designated Premises Supervisor/ licensee, nor
 - outside the hours permitted by the Licence, nor
 - to any person under the age of 18, nor
 - to any person who is already overly intoxicated.

7. **Safeguarding vulnerable people**

The Hirer must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, the Hirer must provide the Charity with a copy of its Safeguarding Policy and evidence that it has carried out relevant checks through the Disclosure and Barring Service (DBS).

8. **Public safety, accidents, injury etc**

8.1 Before starting the hire, the Hirer must carry out a risk assessment relevant to the Event and must familiarise itself with the emergency escape arrangements and the locations of fire-fighting equipment.

8.2 **Before the Event starts**, the Hirer must ensure that all escape doors are unlocked and capable of being opened and unobstructed and must point out to those attending the Event where the fire exits are.

8.2 The Hirer must call the Fire Service to any outbreak of fire, however slight, and give details to the Charity's Chairman or Treasurer.

8.3 The Hirer must not permit the lift to be used when there is an emergency escape in progress.

8.4 The Hirer must report to the Charity's Chairman or Treasurer as soon as possible any failure of the Hall's equipment and all accidents involving personal injury and complete the relevant section in the Accident Book, which is located in the kitchen. (Note - certain types of accident or injury must be reported on a special form in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013).

8.5 A First Aid box is located in the kitchen and may be used by the Hirer in the event of injury to any person in the Hall. A note of what has been used must be made in the Accident Book.

8.6 The Hirer must ensure that any electrical equipment brought onto the premises is safe and in good working order and used safely.

9. **Insurance and Charity's liability**

9.1 The Charity has insurance covering its own negligence but not for any claims which may be brought against the Hirer. The Hirer must arrange its own insurance for third party claims arising from anything occurring during the hire.

9.2 In view of the public nature of the Hall, the Charity will not be liable for any loss or damage to the property of any person entering the Hall.

10. **Catering**

10.1 If serving food, the Hirer must observe all relevant food health and hygiene legislation and regulations and keep all perishable foods properly refrigerated.

10.2 The Hirer may only use outside caterers who have been approved by the Charity.

11. **Setting up and clearing up time and over-stays**

11.1 No additional setting up or clearing up time is permitted. The Hirer must ensure that the Hire Period includes enough time for these activities to be completed.

11.2 The Charity will be entitled to charge for any time spent in the Hall in excess of the time paid for.

12. **Animals**

No animals (including birds) other than official guide dogs are permitted in the Hall without the Charity's consent and none are permitted in the kitchen at any time.

13. **Cancellations by Hirer or Charity**

13.1 If the Hirer cancels the booking, the following will apply:

13.1.1 for bookings made up to 3 months in advance, at least 2 weeks notice must be given;

13.1.2 for bookings made between 3 and 6 months in advance, at least 2 months notice must be given;

13.1.3 for bookings made between 6 and 12 months in advance, at least 3 months notice must be given;

13.1.4 for bookings made more than 12 months in advance, at least 4 months notice must be given;

13.1.5 a 100% refund will be given for cancellations made in compliance with the above but failure to give the required notice will require payment of the whole of the relevant Hiring Fee;

13.1.6 the Charity may deliver an invoice for the full Hiring Charge at any time after the last date for cancellation has passed and that invoice will be payable no later than 7 days before the start of the Hire Period.

13.2 If the Hall:

- is needed as a Polling Station, or
- becomes unfit for use for the Event,

the Charity may cancel the booking, in which case it will make a full refund of any money paid but will not be liable to pay any compensation of any kind to the Hirer. The Hirer is advised to take out insurance against this happening.

13.3 If it becomes apparent at any time that the hiring would be unlawful or in breach of any of these conditions if it were permitted to proceed, the Charity may cancel it and keep the 50% deposit.

14. **Hirer's notices**

The Hirer is welcome to advertise the Event by:

- one A4 portrait-orientated notice in one of the frames in the main notice-window if there is available space but no earlier than 7 days before the Event
- no more than 3 notices in the other downstairs windows on the actual day of the Event.

No other notices may be fixed to the building and the Charity reserves the right to remove any notice for any reason at any time and all notices must be removed at the end of the Event.

15. **Coronavirus**

15.1 The Hirer acknowledges that:

- the Charity has no responsibility for policing compliance by the Hirer of laws or regulations relating to the management of the spread of coronavirus and undertakes itself to ensure that all Permitted Entrants comply with all such laws and regulations whilst in or near the Hall;
- despite regular cleaning of the public parts of the Hall, the Charity cannot guarantee that all parts of the Hall and the items made available for the use of hirers are virus-free;

- it has been given the Charity's separate list of recommendations and observe those recommendations in running the Event.

15.2 If the Hirer becomes aware of any Permitted Entrant who, within 14 days after the Event, is tested positive for Coronavirus or is notified as having been in contact with an infected person, it must notify the Booking Clerk and provide contact details if possible.