**Claines Scouts and Guide Group**

**Hall Hire Terms and Conditions (Sept 2020)**

**Please read carefully and retain for reference**

1. **Application for Hire and cancelation**

* All applications for hire should be made using the correct fully completed form.
* We reserve the right to refuse any application without stating the reason for doing so, and may impose special terms or conditions should they be required.
* Your application must state your purpose for hiring the hall and detail what you intend to do at the hall. You must disclose any third parties that may be present (for example bouncy castle providers). You must seek our approval for any changes following your booking.
* The area you may use within the premises hired will be agreed at the point of booking and you must only use the areas agreed by us when your booking is confirmed.
* Your booking is not transferable to anyone else and for any other use other than that disclosed
* You booking is confirmed once you have completed and returned the correct form, paid the booking charge and deposit, and your booking has been confirmed by us.
* We retain the right to cancel your booking at any time, although we will endeavour to give you as much notice as possible. Your charges and any deposit will be refunded.
* We reserve the right to refuse admission, or to evict any person from the facility.
* We reserve the right of entry for any of our officials or representatives at all times.
* If you cancel a single booking up to 24 hours before your booked date the hire charges will be returned to you, otherwise they remain payable. Block bookings require one calendar months’ notice.

1. **Charges**

* Charges for the use of the facilities will be notified to you at the time of booking. In signing the terms and conditions you agree to these charges.
* Additional charges will be payable on a pro rata basis if you use the hall outside your agreed times.
* Block bookings require payment to be made on a monthly basis in advance.

1. **Regulations whilst using the facility**

* You should at all times follow the operating instructions provided to you at the point of booking. Any variation to these instructions must be agreed with us in writing.
* You must take care not to damage the property, it’s fittings and equipment. Damage and breakages remain the hirers responsibility and will incur repair and replacement costs.
* You must ensure that tables and chairs used are properly and neatly returned to their original position and are stacked neatly.
* You must ensure that the hall is left neat and tidy after use, that any cleaning as prescribed by us at the point of booking is undertaken, and that all rubbish is removed.
* Spillages must be cleaned up immediately to avoid damage and residual damage will be rectified at your cost.
* You must not smoke, or allow others to smoke, inside the facility as prescribed by law, and the legal liability in ensuring this remains with the hirer.
* You must not consume alcohol, or allow others to consume alcohol, or sell alcohol to others unless you have our written permission at the time of booking to do so. The sale of alcohol will additionally require a licence under local licencing regulations.
* You must not conduct gambling activities, games of chance, sweepstakes or lotteries or any betting may be conducted on the premises unless you have our written permission at the time of booking. It will remain your liability to ensure regulatory requirements are met.
* No animals may enter the premises without our prior written permission.
* The hirer is responsible for the safe operation of all activities, or uses for which the hall has been hired, and shall ensure that they are familiar with the location of fire exits, the alarm, and fire extinguishers.
* You are responsible for car parking and must ensure that parking does not cause an obstruction that may prevent access by the emergency services if required.
* The hirer is responsible for the control of all persons and parties who are admitted to the facility and that they conform in all respects to the regulations governing the use of the facility.
* The Hirer should also ensure that noise is maintained at a reasonable level so as not to cause disturbance and nuisance to residents in the vicinity, particularly when windows and doors may be open.
* The hirer must not exceed the maximum capacity of the facility. Hall [120] persons, Kitchen [8] persons, hall and entrance areas [30] persons, upstairs room [50] persons.
* You must not make any alterations to the facility, or allow any apparatus, equipment, or adhesive material to be attached to the facility without the prior written permission
* It is your responsibility to ensure that any equipment brought into the facility conforms to all current safety regulations
* It is your responsibility to ensure that any third parties (bouncy castle providers, entertainers etc) adhere to our regulations and all liabilities relating to them remains with you.
* Under no circumstances will we allow, or condone, any use of prohibited, or controlled, substances on our premises.
* You should not bring on to the premises any hazardous materials such as compressed gas cylinders, heaters etc, without our prior permission in writing.

1. **Additional requirements relating to the Corona Virus (CV19) pandemic**

* It is your responsibility to adhere to the legal requirements relating to the Corona virus pandemic whilst you use our facilities and we hold no liability should you not do so.
* You must take steps to ensure that all users of our facility do not have the symptoms of Coronavirus (including a persistent new cough, a high temperature, a recent loss of taste or smell, or a sore throat) and you should prevent access to all those that have these symptoms.
* In addition, you must follow the additional operating procedures / instructions provided by us and ensure that the prescribed surface cleaning is undertaken thoroughly as described.
* Should we need to undertake additional cleaning to make good a shortfall to the required standard of cleaning then you will be liable for the cost of this.
* You must inform us if subsequent to your hire of our facility any person admitted to the facility is subsequently found to have Coronavirus.

1. **Indemnity and Disclaimer**

* The use of the facility is at the Hirer's risk and the Hirer shall indemnify us against any liability incurred towards any third party or parties arising out of or incidental to the hire of facilities or equipment and due to the negligence or default of the Hirer or persons of parties under his control. The Hirer shall adequately insure with an insurance company against the foregoing and produce evidence thereof if demanded.
* We shall not be responsible for any loss or damage, whether direct, indirect or consequential to any property suffered or sustained at the facility unless such loss or damage occurs as a result of the defective state of repair of the premises or the equipment at the facility.
* We accept no responsibility for any items brought onto our premises or loss or damage to any vehicle or it's contents parked in the Car Park.

1. **Definitions**

**We** (Claines Scout and Guide Group Executive Committee)

**You** (the hirer or applicant for hire)