

# Shaftesbury Trinity Centre Hall - Conditions of Hire

The Hirer, by accepting the keys to the building, has read and agrees with the following Conditions and Special Conditions below.

**THIS DOCUMENT, along with the [Helpful Notes for Hirers](#), IS TO BE PRINTED AND TAKEN WITH YOU TO THE HALL. THE KEYS WILL ONLY BE ISSUED ON PRESENTATION OF THIS DOCUMENT**

For the purposes of these conditions, the term 'Hirer' shall mean an individual hirer or, where the hirer is an organisation, the authorised representative. If the Hirer is in any doubt as to the meaning of any part of the following, the Hall Booking Officer should be consulted. Tel. No. 07840-037828 e-mail:

[sophiefranks@btinternet.com](mailto:sophiefranks@btinternet.com)

1. The Hirer will, during the period of the hiring, be responsible for supervision of the premises, the fabric and the contents, their care, safety from damage however slight, or change of any sort and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.
2. The Hirer shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.
3. The Hirer shall be responsible for obtaining such licenses as may be needed whether for the sale or supply of intoxicating liquor, from the Performing Right Society, from Phonographic Performance Ltd or otherwise and for the observance of the same.
4. The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.
5. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.
6. The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
7. The Hirer shall ensure that any electrical appliances brought by him/her to the premises and used there shall be safe and in good working order, and used in a safe manner.
8. The Hirer shall indemnify the Trust for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.
9. The Hirer shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Hall. (The Hall is insured against any claims arising out of its own negligence).

10. The Hirer must record in the Accident Log all accidents involving injury to a member of their party or members of the public using the hall during their hire and report the incident to a member of the Management Committee as soon as possible. Any failure of equipment either that belonging to the Hall or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. A member of the Management Committee will give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

11. The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the hall, other than for a special event agreed to by the Committee. And no animals whatsoever are to enter the kitchen at any time.

12. The Hirer shall ensure that any activities involving children under eight years of age comply with the provisions of the Children Act of 1989 and that only fit and proper persons have access to the children. (See VHIS No. 5).

13. The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Hall, and shall indemnify the Trust accordingly against all action, claims and proceedings arising from any breach of this condition.

Failure to observe this condition may lead to prosecution by the local authority.

14. The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

15. If the Hirer wishes to cancel the booking before the date of the event and the Management Committee is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Trust.

16. The Trust reserves the right to cancel this hiring in the event of the Hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, in which case the Hirer shall be entitled to a refund of any deposit already paid.

17. In the event of the Hall or any part thereof being rendered unfit for the use for which it has been hired; the Trust shall not be liable to the Hirer for any resulting loss or damage whatsoever.

18. The Trust reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to the Hirer. The Hirer shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the Hirer to the Trust but the Trust shall not be liable to make any further payment to the Hirer.

19. The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and for properly replacing any contents temporarily removed from their usual positions, otherwise the Trust shall be at liberty to make an additional charge.

20. The Hirer shall ensure that the minimum of noise is made on arrival and departure.

## SPECIAL CONDITIONS

1. The Hirer shall ensure that no more than 100 (one hundred) persons shall be in the premises at any time and that no more than 100 (one hundred) of those persons shall be present in any one room at the same time.

THE HALL CAN ONLY SEAT AROUND 100 GUESTS AT TABLES.

2. The Hirer shall ensure that:

- a. no candles, pyrotechnics or other devices involving the use of real flame are used on the premises;
- b. highly flammable substances are not brought into, or used in, any part of the premises;
- c. no portable Liquefied Propane Gas (LPG) appliances are brought into, or used in, any part of the Premises;
- d. no balloon(s) filled with flammable gas is/are brought into any part of the premises;
- e. no hangings or other internal decorations of a flammable or combustible nature are erected in any part of the premises.

Furthermore:

- All equipment must be left in a clean condition and any breakages reported to the Trust
- No smoking is permitted anywhere in the building.
- No excessive noise to annoy neighbours.
- All waste secured in black sacks taken with you on departure
- All recyclable materials are to be taken away and disposed of correctly by the hirer.
- The above includes paper, cardboard, metal and glass
- All doors and windows to be secured before leaving.
- The heating is to be left as you found it, turned back down to 12.5 degrees in the winter.
- The key is to be returned to the Bookings Officer on departure or to a nominated key holder as instructed by the Bookings Officer.

The Trust reserves its rights over lettings to outside organisations and has right of entry to the Hall at all times.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_