

Shotgate Community Hall

TERMS & CONDITIONS FOR the PRIVATE HIRING of SHOTGATE COMMUNITY HALL

Please read these Conditions carefully to avoid any unnecessary phone calls at a later date.

1) The Booking Procedure

- i) Upon receipt of an enquiry the Booking Secretary, on behalf of the Association shall send a written offer together with application form A and 2 copies of these conditions. The offer will state the hiring date and times, and the applicable charges, which will comprise the Hiring Fee plus a Guarantee. (See item 3).
- ii) Upon accepting the offer the Hirer must, within 14 days of the offer, return the completed and signed application forms, together with the deposit. After that period the Association will not guarantee to hold the offer open.

2) Payment of the Hiring Fee

- i) The Hiring Fee shall be paid by the Hirer at least 28 days before the Hiring Date. Failure to make full payment by the due date may, at the Booking Secretaries discretion: be regarded as a cancellation.
- ii) The Association will issue a receipt to the Hirer for payment

3) The Guarantee and Cancellation

- i) The Guarantee is an amount, in addition to the Hiring Fee, that is held by the Association against cancellation, damage or non-compliance with these Conditions by the Hirer.
- ii) Within a reasonable time, usually within 28 days, after the Hiring, the Guarantee will be returned to the Hirer provided that the Association has incurred no loss due to any breach of these Conditions by the Hirer. In the latter event the Association shall return the unused balance of the Guarantee, if any, to the Hirer.
- iii) In the event that the Hirer cancels the booking, the Hiring Fee will be refunded but the Guarantee will not be refunded unless the Association is able to re-let the Hall. If the Hall is re-let then the Guarantee will be refunded less a cancellation fee of 220 00 iv) The Association undertakes to use all reasonable means to re-let the Hall

4) The Hirer

- i) The Hirer is the person who signed the Application Forms and shall be over 21years of age.
- ii) The Hirer shall be a bone fide private hirer and shall not seek to make a business venture from the hiring.

5) The Hirers Responsibilities

- i) In respect of the hiring, the Hirer shall be responsible for: - the payment of all charges; the observation of these conditions and all statutory regulations; and the conduct and good order of all persons occupying the premises.
- ii) The Hirer shall be responsible for ensuring that the premises, including the car park, are vacated and cleared, including all caterer's and entertainer's equipment and possessions by on the hiring date, or such earlier time as identified in the Booking Agreement All music and entertainment shall finish by the latest.
- iii) The Hirer shall not infringe, or permit the infringement of copyright or performing right in respect of the hiring & will ensure any persons providing musical entertainment has the appropriate P,R,S. Licence.
- iv) The Hirer indemnifies the Association against the effects of any breach of these Conditions, such indemnity not being limited to the Guarantee amount.
- v) The Hirer shall remove ail rubbish from the premises, including any caterer's waste food. Care must be taken to ensure that al waste cans and bottles are properly emptied to prevent damage through spillage.
- vi) The hirer agrees not to exceed the maximum (120) permitted number of people in the hall including the organisers / performers. vii) Children are to be kept under control at all times and not allowed to play outside the building, including the car-park.

6) What the Association will Provide

- i) The Association will provide tables and chairs as request ed. The Hirer must provided their own cutlery, china, glasses, catering equipment and sound equipment.

- ii) At the commencement of the hiring, the Association's Caretaker will open up the premises and instruct the Hirer in the use of the Hall's lighting, power, heating, cooling and kitchen facilities. The Caretaker will then leave the premises in the care of the Hirer.
- iii) At the end of the hiring the Caretaker will clean and put away the tables and chairs, sweep the floor and lock up the premises.

7) Use of the Hall

The Hirer shall ensure that the following conditions are observed by all occupants of the premises during the hiring.

- i) All fire exits must be kept clear at all times.
- ii) No Hall Furniture and Fixtures, other than the tables and chairs provided, shall be moved.
- iii) All decorations employed by the Hirer are to be put up by such methods that no holes or marks remain after their removal, (no drawing pins, sticky tape or Blue-Tac), and that all are removed by the end of the Hiring. A small stepladder is available to put up your decorations, chairs must not be stood on at all, any damage will have to be paid for, Any decorations that the Association has put up in the Hall must not be moved or removed. iv) Under no circumstances shall any alterations or additions be made to the Hall facilities or finishes,
- v) No platforms, scenery, or other structures shall be erected without the prior written consent of the Association.
- vi) The Hall and external areas shall be left in the same condition as they were at the start of the hiring. if the kitchen is used, the Hirer shall make sure that the cookers and surfaces are perfectly clean, If not, any cleaning costs incurred will be deducted from the guarantee held by the Association.
- vii) All instructions of the Caretaker shall be complied with.
- viii) The Hirer shall permit access to the premises by the Police and the Caretaker while carrying out their duties

8) Alcohol

- i) No alcohol shall be brought onto the premises unless form A part 2 has been completed and returned with the application. In any event no alcohol shall be consumed in the car park or on the forecourt.
- ii) The Hall is not licensed for the sale of alcohol. Should the Hirer wish to sell alcohol to guests then it is the hirer's responsibility to obtain an Occasional Licence from Basildon Borough Council and provide the Booking Secretary with a copy at least 28 days before the hiring date. Any such license must terminate by 10.45 p.m. in order to allow sufficient time for drinking up and clearing away.

9) Gambling

- i) The Hirer shall not use the premises nor permit them to be used for illegal gambling or wagering.

10) Limits of the Association's Liabilities

- i) The Association shall not be liable for any loss or damage to persons or property arising in connection with the hiring from whatever cause. ii) If any event, to which the Hirer did not contribute, arises and causes the cancellation or premature end of the hiring the Association's liability shall be limited to the return of the hiring fee or such proportion as shall be appropriate,

11) Noise Control

- i) In accordance with the regulations issued by Essex County Council, Appendix A, paragraph 5, (or such others as may be in force from time to time) the Hirer shall ensure that music provided at the premises shall not cause a nuisance to local residents and any amplification shall be so controlled by the Hirer as to prevent such a nuisance. The power supply to the stage will cut out if the emergency exits on either side of the hall are opened.
- ii) The two sets of double doors at the front of the Hall must be kept closed at all times.
- iii) The Hirer shall ensure the quiet and orderly departure of all when leaving the premises.

12) Smoking

- i) In accordance with the No Smoking regulations which came into force on July 1st 2007, smoking is not allowed in any part of the Hall (including the toilets). Non compliance is a criminal offence. The Hirer should ensure that anyone wishing to smoke does so outside the building and disposes of cigarette ends, matches etc, in a tidy and responsible manner. (A bin is provided outside the main entrance).
- ii) The Hirer is responsible for seeing these regulations are carried out during the time of the hiring. (Failure to do so can carry a maximum penalty of £2,500)

Failure to comply with any of the above TERMS & CONDITIONS FOR PRIVATE HIRE could result in part or your entire guarantee being withheld
