



THE PUMP HOUSE PROJECT



Hereinafter referred to as **TPHP**, located in Swan lane, Faringdon SN7 7EF

HALL HIRE AGREEMENT 01/09/17

Terms & Conditions of Hire

In these Terms and Conditions the term “user” shall be the person signing the application or any person or organisation on whose behalf the application is made, whom shall be liable for all aspects of the booking. Please ensure that you read and understand this document carefully before signing.

- 1, **TPHP** has an absolute right to refuse any booking.
- 2, All events must end by no later than 11 pm. All property of the user and its agents must be removed before 11.30 pm.
- 3, The **user** is responsible for the proper conduct of everyone using the Hall during the period of use and shall do his/her best to prevent anyone causing an annoyance or inconvenience to other persons. In particular, the **user** must keep noise to a reasonable level, having due regard for our neighbours, and should keep the main doors to the Hall closed for this reason. **TPHP** may stop any meeting, entertainment or function which is not properly conducted. If there are concerns that there may be some noise pollution then the **TPHP** must be advised and permission obtained.
- 4, The **user** is responsible for the proper conduct of children and young people attending the **user's** function and shall do his/her best to prevent any child or young person causing annoyance or inconvenience to other persons. In particular, the **user** must keep noise made by children and young people to a reasonable level, this applies also to the areas outside the hall.
- 5, For safety reasons children must never be allowed in the Kitchen, unless accompanied by a responsible adult.
- 6, All **users** must comply with our health, safety and environment Protection (HSE) policy, by completing and signing our HSE register after the completion of every hire period, together with any observations you wish to make. (This register and its whereabouts will be explained when signing our hall hire order form) A copy of our HSE policy will be made available on request, and a copy will be permanently placed in **TPHP** kitchen. Also if an accident occurs, however minor, details must be logged in the accident report book.
- 7, The **user** must ensure that they comply with any legal obligations regulating how the Hall is used and that any licence or registration which is required or which **TPHP** requires is obtained, renewed and continued as the case may be, including: Compliance with statutes governing the preparation, serving or selling of food; * compliance with statutes governing the sale and consumption of intoxicating liquor; * compliance with statutes governing persons working with or caring for children (including their engagement, supervision and training); * obtaining any requisite licence for music entertainment, dancing, concert or stage performances; and compliance with the conditions of such requisite licences.
- 8, Advertisements and publicity for functions held in the Hall must display the name of the person or organisation holding the function.
- 9, No nails, screws, bolts etc. may be driven into or removed from the walls and fixtures of the Hall and no equipment, furniture or any structures or decorative lighting, posters, placards or notices may be taken into the Hall, or placed or displayed outside it or used there without the written consent of **TPHP**. Nothing may be affixed to or removed from the floor without prior consent.
- 10, The **user** is responsible for all damage done to the Hall and outside areas (including any Fixtures, Fittings and Furniture and any other articles in it) and its surrounds during the period of use, whosoever may have caused the damage. All damage and breakages must be reported to **TPHP**.
- 11, The **user** agrees to pay all such rates, taxes, charges, assessments and other liabilities as may be imposed upon **TPHP** or otherwise solely as a result of the **user's** use or occupation of the Hall. If rates, taxes, charges, assessments or other liabilities which are imposed upon **TPHP** or otherwise are higher than they would have been but for the **user's** use or occupation of the Hall, then the user shall pay all such additional sums.
- 12, The benefit of a booking may not be assigned or transferred (in whole or in part) to any other person or party and the Hall or any part of it may not be used by any person other than the user, unless agreed in advance in writing by **TPHP**.
- 13, **TPHP** does not warrant that the Hall is fit either legally or physically for the suggested use.

14, The Hall must be left clean and tidy, with all crockery washed up and put away and all tables and chairs and other furniture and equipment returned to where they are normally stored before the end of the period of use. It is the responsibility of the **user** to remove all rubbish from the Hall, including the surrounding outside area and rear garden. Toilets and other communal facilities must also be left clean. The **user** must inspect ALL ROOMS ensuring they are clean and tidy before leaving the building, all electrical room and water heaters and lights must be turned off. Gas central heating and water taps also turned off. If the **user** fails to observe these conditions, **TPHP** may recover the cost by making an appropriate charge to the **user**.

15, If the **user** is unable to leave the Hall in the appropriate clean and tidy state due to a late finish, it may be possible to book a clear-up session for first thing the following morning. This needs to be booked in advance so that other bookings can be managed around this.

16, To avoid disturbance to our neighbours, **users** should avoid dropping off or picking up children outside **TPHP** or along Swan Lane.

17, The user must ensure that there is a minimum of 2 competent attendants on duty at the Hall throughout the duration of the event, none of whom shall be less than 18 years of age.

18, The **user** must comply with all conditions and regulations made in respect of the premises by the Fire Authority, highly flammable substances are not to be brought into or used in any part of the Hall, nor are internal decorations of a combustible nature (e.g. polystyrene, cotton wool etc.) to be erected without the consent of **TPHP**. If electrical appliances are brought into the Hall by the user then the user must ensure that these items are safe and in good working order and used in a safe way, they must be PAT registered.

19, The **user** is responsible for calling the Fire Brigade to any outbreak of fire, however slight, and for reporting this immediately to the Emergency services. The **user** must ensure that all exits, emergency exits and fire appliances in the Hall are free from obstruction and available for use at all times during the period of use. Fire exits must be kept closed unless used for their actual purpose. The **user** is responsible for informing all in attendance of the muster point in the garden area at the rear of the Hall in the event of fire, and to point out the fire exits.

20, If the Hall is used during the winter months of October to March inclusive, the **user** will pay an addition sum of £2 per hour to cover heating costs. It is the **user's** responsibility to ensure all heating equipment is turned off when leaving the Hall. If the **user** fails to observe these conditions, **TPHP** may recover the cost by making an appropriate charge to the **user**.

21, Safeguarding Adults and Safeguarding Children is considered of the utmost importance by **TPHP**. **Users** are required to ensure that they have their own policies or procedures in place that are consistent with these standards, including current DBS Certificates where appropriate.

22, The **user** is required to ensure that children and vulnerable adults are protected at all times, by taking all reasonable steps to prevent injury, loss or damage occurring and ensuring that all necessary checks are undertaken. **TPHP** accepts no responsibility for the **user's** failure to comply with these requirements.

23, The Hall is fully insured for any claims due to negligence on the part of **TPHP**. However, the user must take out its own insurance to cover any other claims which may arise in relation to its use of the Hall.

24, **TPHP** Trustees, employees and volunteers shall not be liable to the **user** or to any person using or entering the Hall or outside areas for personal injury or for damage to, loss or theft of any property brought into the Hall, unless caused by the negligence on the part of **TPHP**. The user shall indemnify **TPHP**, its Trustees, employees and volunteers against all claims made by, and liability to, any person in respect of such damage, loss or theft.

25, We recommend that the **user** has a charged mobile telephone on their person and at the premises at all times during the function.

26, In common with all public buildings smoking is not permitted anywhere in the building.

27, Maximum number of persons to be in the Hall is 150

28, Any representative of **TPHP** has the right to enter any area of the Hall at any time during the period of use, although **TPHP** will make every reasonable effort not to disturb community activities.

29, The garden at the rear of **TPHP** is the property of Faringdon Town Council, who have kindly consented that activities operated and supervised by **TPHP** are allowed to use the garden, however all other organisations wanting to use the garden must obtain permission from **FTC** beforehand, they must have appropriate Public Liability Insurance. They must also advise **FTC** when the garden will be used, to avoid affecting any bookings made by **FTC**.