



Merryoaks Community Hall

Hiring Terms and Conditions

Agreeing to and complying with these terms and conditions is a requirement of hiring any part of Merryoaks Community Hall.

If you are in any doubt as to the meaning of any of the conditions, you must seek clarification from us without delay.

Failure to comply with any these terms and conditions may result in the cancellation and or refusal of future bookings.

1. Age

You and your authorised representative are at least 18 years of age and hereby accept responsibility for being in charge of and on the premises at all times during the hire period.

2. Supervision

During the period of the hiring, you or your authorised representative must be present and you will be responsible for:

- (i) supervision of the area of the premises that you have hired, the fabric and the contents
- (ii) care of the premises, safety from damage however slight or change of any sort
- (iii) the behaviour of all persons attending your activity whatever their capacity and wherever in the premises
- (iv) adequate supervision of car parking arrangements including avoiding obstruction of the highway and local houses
- (v) children must be supervised at all times throughout the building and grounds
- (vi) children are not allowed in the kitchen

As directed by us, you must make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

3. Hiring

3.1 Payment

For occasional bookings, on confirmation of the booking by us we will issue an invoice for the full amount of the booking. You must pay the invoice by the due date.

If requested, a security deposit must be paid on acceptance of the booking by us. We will refund the deposit within 28 days of the termination of the period of hire provided that no damage or loss

has been caused to the premises and/or contents, nor complaints made to us about noise or other disturbance during the period of the hiring because of the hiring.

Payment terms may be varied for our regular users at our discretion.

3.2 Occupancy

You may not exceed the maximum permitted number of people per room including the organisers/performers

Main hall: 80 people

Multipurpose Room: 20 people standing, 15 people seated

Hub: 45 people standing, 25 people seated

Kitchen: 5 people

Note that hiring of multiple rooms does not automatically increase the number of attendees. For example, hiring the Main Hall and Hub does not increase the allowed number of people to be above 80 unless there is sufficient control to prevent the number in either room exceeding the permitted number of people per room.

3.3 Access

Primary access to the building is via the Main Door. Access to the garden area can be made through gates.

Vehicular access via the children's play area cannot be guaranteed as this is Durham County Council property.

The yellow paved area around the building and the grassed area are not suitable for motor vehicles and must not be driven on.

3.4 Cancellation

We require 2 weeks notice of cancellation. If you wish to cancel the booking, you must contact us by email to mchbookings@lowesbarncp.org.uk

If the cancellation is made less than 2 weeks before the date of the event, and we are unable to conclude a replacement booking, we may, at our complete discretion, keep or return any deposit or require payment of the hire fee.

We reserve the right to cancel any booking by giving you written notice in the event of:

- (i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- (ii) our reasonable consideration that unlawful or unsuitable activities will take place at the premises as a result of this hiring
- (iii) the premises becoming unfit for your intended use
- (iv) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.
- (v) the premises being required for any planned or unplanned maintenance or building work
- (vi) any other reason as the trustees deem appropriate

In any such case you will be entitled to a refund of any fee paid but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

4 Use of premises

You must not allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises or damage the reputation of Merryoaks Community Hall and Lowes Barn Community Project CIO.

If you fail to comply with these terms, we will cancel the hiring without compensation.

We also reserve the right to demand compensation.

5 Noise

Merryoaks Community Hall forms part of a quiet residential neighbourhood. Please respect our neighbours' right to quiet enjoyment of their homes.

All users and visitors to the Hall must abide by the Noise Management Plan (see Noticeboard in the Hub) and act to minimise the potential impact of noise on our neighbours and the surrounding community.

Attendees should arrive and disperse from the building in a quiet and efficient manner.

All events must end and attendees must leave by:

- 22:30 (Monday to Saturday)
- 20:30 (Sunday and Bank Holidays)

The only exception is for those clearing up after the event.

The building must be fully vacated by:

- 23:00 (Monday to Saturday)
- 21:00 (Sunday and Bank Holidays)

Rubbish and recycling must not be taken out of the building after 20:00.

6 Drunk and disorderly behaviour and supply of illegal drugs

You must ensure that to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

- (i) no one attending the event consumes excessive amounts of alcohol
- (ii) no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises.

7 No alterations

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. At our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

The use of Blu Tak or similar and temporary hooks (e.g. Command Hooks) is allowed but only on the picture rail and dado rail. The use of sticky tape is not permitted.

8 No rights of occupation

A booking agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

9 Stored equipment

Equipment must not be stored at the premises unless prior written permission has been received from us.

We accept no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than equipment for which we have given permission) must be removed at the end of each hiring.

We may, at our discretion, dispose of any items left on the premises by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same.

We reserve the right to withdraw any agreement for storage at our discretion by giving written notification.

10 End of hire

You are responsible for leaving the premises and surrounding area in a clean and tidy condition, and any contents temporarily removed from their usual positions properly replaced before the end of your time slot. If you fail to do so, we may make an additional charge and any future bookings may be cancelled.

All equipment brought on to the premises must not be delivered before the start of your time slot and must be removed before the end of the time slot including equipment hired such as inflatables and other temporary structures.

The building must not be left unattended. If for any reason you need to leave before the end of the hire period and there is no representative on duty, you must phone the emergency contact numbers provided.

All events must finish by 22:30 (Mon - Sat) or 20:30 (Sun and Bank Holidays) and the premises cleaned and tidied in line with the End of Hire checklist and vacated by 23:00 or 21:00 respectively.

11 Public safety compliance

All users and visitors to Merryoaks Community Hall must comply with all relevant health and safety legislation and act positively to prevent injury, ill health, or any danger arising from their activities and operations.

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority and our Fire Risk Assessment and Health and Safety policy

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Health and Safety Lead. The building must also be evacuated.

You must make yourself familiar with:

- (i) the layout of the building and the location and use of fire equipment including how to sound an alarm
- (ii) escape routes and doors and the need to keep them clear
- (iii) method of operation of escape door fastenings
- (iv) location of the first aid boxes

Any contractors used for your event (e.g. inflatable hire, external caterers, etc.) must have their own Public Liability Insurance.

The following practices must be followed in order to minimise risks:

- All emergency exit doors must be kept clear and operational throughout the hiring.
- Do not operate or touch any electrical equipment where there are signs of damage, exposure of components, or water penetration etc.
- Any damage or failure of equipment or facilities must be reported to a trustee or the Centre Manager
- All accidents should be recorded and reported to the Health and Safety Lead.

- Do not work at a height unless another person is present. When using steps or ladders, make sure they are properly secured and another person is present.
- Gas appliances must not be used unless permission has been granted in writing by LBCP.
- Do not leave portable electrical or gas appliances operating while unattended.
- All electrical appliances brought on to the premises must be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulation 1989. Portable Appliance Testing should have been carried out where appropriate.
- Make sure that bulky or heavy items are moved in a safe manner with the appropriate number of people assisting.
- Items should not be left in such a way as to create a tripping or toppling hazard
- Do not stack non-folding chairs more than five high.
- Care should be exercised when handling hot, sharp, or heavy items in the kitchen (e.g., pans, knives). Knives must be stored in the drawer with the safety catch.
- Children must be supervised by an adult in the kitchen. Avoid overcrowding in the kitchen, and do not allow running.
- Any spillages should be cleaned up immediately to avoid slips and falls.
- Wear suitable protective clothing when handling cleaning or other toxic materials.
- Care should be exercised when arriving and leaving the premises especially in the parking areas to avoid accidents and collisions.
- Ensure all outside areas are kept tidy and hazard free.
- If inflatables or other temporary structures are to be used, please contact mchbookings@lowesbarncp.org.uk to ensure they will be suitable for use in the Hall.

12 Safeguarding children, young people and vulnerable adults

You 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, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS) if applicable.

The hirer shall ensure that any activities for children, young people and vulnerable adults comply with any legislation current at the date of the hiring and must have adequate adult supervision.

13 Food, health and hygiene

You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. Dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.

We do not permit the use of chlorine based cleaners on the premises.

14 Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire or litter.

15 Explosives and flammable substances

You must ensure that:

- (i) Highly flammable substances are not brought into or used in any part of the premises.
- (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent

16 Accidents and dangerous incidents

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete an Accident Record Form which can be found on the notice board in the Hub or available on request. Some accidents, injury or dangerous occurrences must be reported to the HSE using their online form. Our Health and Safety Lead will give assistance in completing this form if required. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

17 Wi-Fi Services

When using the Wi-Fi service you agree at all times to be bound by the following provisions:

- (i) not to use the Wi-Fi service for any unlawful, vulgar or obscene purpose
- (ii) interfering with any other persons use or enjoyment of the Wi-Fi service
- (iii) to keep any username, password, or any other information which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party

We offer a Wi-Fi service, however, we make no promise that the Wi-Fi service will meet your requirements. We cannot guarantee that our Wi-Fi service will be fault-free or accessible at all times.

We may impose usage, or service limits, suspend service, or block certain kinds of usage at our sole discretion.

18. Insurance and indemnity

(i) You are liable for:

- a. the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents and services.
- b. all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our Wi-Fi service and
- c. all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our Wi-Fi service, and subject to sub-clause (ii), you must indemnify us against such liabilities.

(ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)a and (i)b above and may, at our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clause (i)c above. We will claim on our insurance for any liability you incur but you must indemnify us against any insurance excess incurred and the difference between the amount of the liability and the monies we receive under the insurance policy. Copies of our insurance are available on request so that you can ensure you are suitably covered.

Where we do not insure the liabilities described in sub-clauses (i)b and (i)c above, you will take out adequate insurance to insure such liabilities and will produce documentary evidence of cover on request.

The hirer will not do or bring anything into the Hall which may endanger or render invalid any insurance policies. This includes the use or storage of liquid gas or petroleum products without express permission in writing from LBCP.

We are insured against any claims arising out of our own negligence.

19 Sale of goods

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

20 Animals

No animals (including birds) except assistance dogs are allowed into the building other than for a special event agreed in writing by us.

21 Heating

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

22 Regulated Entertainment

Merryoaks Community Hall is not licensed.

If a regulated entertainment is to be held, you must obtain our written consent and provide evidence of the appropriate licence(s).

Further information can be found on the Durham County Council website.

23 Gaming, betting and lotteries

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

24 Music Copyright licensing

If copyrighted music is provided, you must ensure that you hold TheMusicLicence from PPL PRS Ltd, covering the necessary rights under PRS for Music and PPL

25 Films

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for the film.

25 Privacy and Data Protection

We may collect and store personal data through our booking system and your use of our Wi-Fi service. The data will only be used in accordance with your legal rights under GDPR 2018, it will be stored securely for only as long as necessary and will not be sold on or transmitted to third parties. Our Privacy Statement can be found on our website www.merryoakscommunityhall.com