



Hire Terms and Conditions

Germain Rooms Hire Terms and Conditions

Please read this document carefully. Signing of this document and/or agreeing to hire out the Germain Rooms constitutes a full acceptance of all the terms and conditions as set out herein.

Definitions

“The Germain Rooms” includes all parts of the Germain Rooms including, but not limited to, the fabric of the building, all electrical supply lines, all water supplies, all waste water and sewage pipes supplying the building whether within the curtilage of the building or not, all fixtures’ fittings and contents whether permanent or temporary and all land within the curtilage of the building

“The Hall” as per “The Germain Rooms” above

“The premises” as per “The Germain Rooms” above

“The committee” Includes all members of the Germain Rooms Trustees whether current trustees or previous trustees and all persons acting on the committee’s behalf with the express permission of the committee save for such persons acting negligently or unreasonably.

“The hirer” The person signing these terms and conditions of hire and/or the person agreeing to pay the “hire charge” for use of “the Germain Rooms” and/or the person completing the booking form for use of “the Germain Rooms”. More than one person may be deemed the hirer at any given time. The hirer shall at all times be responsible for all losses, arising from the actions of, but not limited to, all persons attending upon the premises upon the invitation of the hirer, during the period of hire, or as a consequence of such period of hire, to include both prior to or following the hire period to include all third parties contracted or invited to provide entertainment, catering, lighting, music, marquees or for any other purpose

“Hire period” The hire period shall include the times and day(s) during which the hirer has requested use of or access to the hall. Responsibility for loss or damage in connection with the hiring of the hall shall extend beyond and prior to the hire period as specified in these terms and conditions.

“Hire charge” The hire charge is made to the hirer to cover the usual and predicted costs incurred for caretaking, electricity, water, sewage, wear and tear, day to day management and maintenance of the hall arising out of appropriate use of the building during the hire period in compliance with these terms and conditions.

TERMS AND CONDITIONS

The letting of “the hall” by all within the local community is welcomed.

Lettings to community groups and individuals will be subject to the “hire charge”.

The charge will be reviewed annually by “the Committee”. Current charges and room capacity is set out at Appendix A.

The hiring of the hall is subject to the following terms and conditions as set out below and defined above

These terms and conditions should be read in conjunction with the Complaints and Health and Safety policies.

The hirer is required to complete a booking form which acts as a binding contract (Appendix B). Completion of the booking form will be deemed acceptance of the terms and conditions as set out herein. The hirer is also required to read the risk assessment and sign to say they understand their responsibilities as specified in it. The hirer shall, in any event, be deemed to have accepted all the terms and conditions as set out herein should the hirer fail to complete a booking form prior to proceeding with the hiring of the hall.

“Hire charges”

The hirer shall pay all charges for the hire of the hall no less than 28 days in advance of the commencement of the hire period unless otherwise agreed with the committee. Any additional charges or fees resulting out of loss or damage to the hall shall be paid by or on behalf of the hirer within 7 days of being invoiced. Interest shall accrue at a daily rate of 2.5% on all outstanding invoices.

Unless payment is received no less than 28 days in advance of the commencement of the hire period, and unless otherwise agreed, failure to make such payment shall be considered as cancellation on behalf of the hirer. Any part payments already paid to the committee shall be returned to the hirer.

Commencement of the “hire period”

“The hirer” shall be responsible for bringing to the committee’s attention any problems with the condition or use of the hall as soon as they become aware of such problems. Failure to do so could lead to the hirer being held responsible for such problems. “The hirer” shall be responsible for taking all reasonable steps to identify any problems with the use of the hall at the commencement of “the hire” period.

Cancellation

Decisions whether to permit lettings will be made by the committee. The committee reserves the right to refuse a booking or cancel a booking at any time. The hirer will be reimbursed with any monies already paid to the committee within 7 days of any such cancellation. The committee accept no responsibility whatsoever for any losses incurred by the hirer as a consequence of any refusal or cancellation of any booking for any reason whatsoever.

In the event that “the hirer” cancels any booking they shall be reimbursed the full amount already paid to “the committee” provided that such cancellation is made no less than 28 days prior to the commencement of “the hire period”. It shall be at the discretion of “the committee” to refund any monies already paid to “the committee” for cancellations less than 28 days prior to the commencement of “the hire period”.

Breakages

It is the responsibility of "the hirer" to report and pay for any breakages that might occur. "The hirer" shall remain responsible for any loss or injury caused as a consequence of any failure by "the hirer" to report any breakages

Sellotape, blue-tac or any other substance which will mark or damage the walls, doors and woodwork is prohibited. "The hirer" shall be responsible for the payment of any costs incurred as a consequence of failing to adhere to this term.

Disposal of Waste

All waste shall be removed from the premises by "the hirer". "The hirer" shall be responsible for the payment of any costs incurred as a consequence of failing to adhere to this term.

Electrical Equipment

Any electrical equipment brought onto the premises by "the hirer" must be safe and have an up-to-date certificate of safety from a qualified electrical engineer.

"The hirer" will be deemed to have accepted full responsibility for any damage to the premises or personal injury caused to any person as a consequence of bringing and/ or using any electrical equipment on the premises which has not been provided by "the Germain Rooms Committee".

First Aid

First Aid is not provided. "The hirer" is responsible for making his/her own first aid arrangements. A basic first aid box is situated on the window sill in the kitchen. Accidents should be entered in the record book which can be found in the information folder by the entrance to the kitchen. For data protection purposes, completed forms must be handed into the Drayton Estate Office at 19 Drayton Road, Lowick and not left in the record book.

All hirers are strongly advised to have at least one first aid trained person in attendance during the hire period.

Heating

The heating system is pre-set for each booking. The master switch is located beneath the fuse box in the far corner of the main hall. Please turn off the heating at this main switch before leaving. Individual heaters must not be covered or adjusted. If the temperature is not suitable or you are unsure how to use the heating system Lynne Booth or Gordon Edwards should be contacted. Any additional costs incurred which are not included in the hire charge as a consequence of misuse or the heating being left on shall be borne by "the hirer". The quantum of such costs shall be calculated at the discretion of the committee but shall not exceed the equivalent of 1-month usual electricity costs as averaged over the year.

Insurance

It is a condition of hire that "the hirer" has in place insurance to cover all losses in respect of all types of damage and/or personal injury, howsoever arising, as a

consequence of their hiring of the hall. "The committee" accepts no responsibility for any loss, damage or personal injury caused as a consequence of any negligent act, accident or failure to comply with these terms and conditions. "The hirer" shall, at all times during the period of hire and/or as a consequence of such hire, remain fully responsible for any loss or damage caused to the premises, its fixtures and fittings and contents.

Licenses/Permits

It is a condition of hire that "the hirer" has in place all necessary licenses and/or permits which are required for "the hirers" lawful use of the building. "The committee" accepts no responsibility any losses incurred by "the hirer" as a consequence of failing to obtain the necessary licenses and/or permits. "The hirer" remains fully liable for any losses incurred by "the committee" as a consequence of "the hirer" failing to obtain the necessary licenses and/or permits.

Leaving the Hall

When leaving the hall, the hirer shall be responsible for ensuring that:

- It is left clean and tidy
- All waste is removed from the premises including all outside areas.
- All crockery and cutlery are washed, dried and put away
- No tables or chairs are blocking the doors or fire exits
- All windows and doors are shut and locked
- All lights are switched off
- The cooker is cleaned and switched off
- The fridge is cleaned out, all contents removed, switched off and the fridge door is left open
- All toilet facilities are left clean
- The main switch for the heating is turned off.
- The key is returned
- The hirer shall remain responsible for any additional costs incurred over and above the hire charge as a consequence of the hirer or any of the hirer's guests not complying with the above terms when leaving the hall. Special arrangements may be made, subject to the committee's agreement, that the cleaning of the hall can be carried out the day following the hire period. Express agreement must however be sought in respect of such concession, without express agreement the hirer shall remain liable.

Prevention of Crime and Disorder

Incidents must be entered in the incident log book. "The committee" will, at their discretion, report all incidents to the Police and liaise with them. "The committee" accepts no responsibility for any losses which may be incurred by any persons as a consequence of "the committee" not reporting matters to the Police in the exercise of their discretion.

Prevention of Public Nuisance

The hirer must ensure that there is minimum noise on arrival and departure. Hirers are encouraged to keep all external doors closed during functions to minimise any disruption to local households.

Safeguarding of Children and Young People

Children under the age of the age of 14 attending a function must be accompanied or supervised by a responsible adult at all times. It is the responsibility of the hirer to ensure that appropriate arrangements are in place to safeguard and promote the welfare of children and young people during the specified times of hiring.

Smoking

Smoking is not permitted on the premises and has been against the law since 1st July 2007.

Supervision

The hirer is responsible for the supervision of the premises. Visitors to “the hall” as part of “the hire” must ensure that cars do not obstruct the highway or access to nearby private houses.

Telephone

The Village Hall has no telephone. Hirers are advised to have with them a mobile phone to be used in the event of an emergency.

Monitoring, Evaluation and Review

The Germain Rooms Committee will review the policy annually and assess its implementation and effectiveness. “The committee” reserves the right to vary, add or discharge any of the terms and conditions as set out above, at any stage.

In the event that the terms and conditions are varied, added to or discharged at any stage after permission has been agreed to hirer the hall but prior to its use “the hirer” will be informed of the changes and provided a written copy of the amended terms and conditions.

Policy Reviewed: March 2021

Signed on behalf of the Germain Rooms Committee

_____ **Date:**

Chairperson