The Hiring Agreement constituting the Hall Hire Booking Form and these Terms and Conditions is made between the Hirer and Fraser Hall Management Committee for the hire of the Venue. The parties agree that the hiring will be carried out in accordance with this Agreement. The Hiring Agreement constitutes permission only to use Fraser Hall and confers no tenancy or other right of occupation on the Hirer.

Definitions and Interpretation

- 1. The Venue is Fraser Hall, Cowan Bridge, Carnforth, Lancashire LA6 2HS.
- 2. Fraser Hall is comprised of the following defined areas,
 - a. Entrance hall
 - b. Main hall
 - c. Kitchen area
 - d. Storage cupboard (for Committee use only).
 - e. Male and female toilets including a separate disabled toilet.
 - f. Outside fenced in soft surface area with access via an outside gate or via a door in the hall.
 - g. Car park (except for two allocated spaces for local residents).
- 3. The Hirer is the person or organisation as set out on the Hall Hire Booking Form.
- 4. Period of Hire is the period set out on the Venue Hire Booking Form.
- 5. Fraser Hall Management Committee is referred to in this document as the Committee.

Terms of Hire

- a. The hirer will not exceed the number of people stated by the hirer on the booking form without written permission from the Booking Secretary prior to the Period of Hire.
- b. The hirer shall not use the Venue for any purpose other than that described on the Venue Hire Booking Form.
- c. The hirer shall not sub-hire the Venue (whether on payment or otherwise).
- d. The hirer shall not allow any illegal activity to take place at the Venue.
- e. The hirer shall ensure no damage is caused or permitted to be caused to the Venue including any equipment or fittings during the Period of Hire.
- f. The hirer will be responsible for any damage caused or permitted to be caused to the Venue including any equipment or fittings during the Period of Hire.

Payment of hire fees

Payment is due in full 7 days before the Period of Hire.

Cancellation

If the Hirer wishes to cancel the booking less than 7 days before the date of the event and a replacement booking cannot be secured, then the question of payment or the refund of the hire fee shall be at the discretion of the Treasurer.

The Committee reserve the right to cancel a booking by written or verbal notice to the Hirer in the event of the Committee reasonably considering that

- such a hiring will lead to a breach of licensing conditions or other legal or statutory requirements, or
- b. unlawful or unsuitable activities will take place at the Village Hall as a result of this hiring.
- c. the Venue becoming unfit or unsafe for the use intended by the Hirer.
- d. an emergency requiring the use of the Village Hall for the community such as an emergency shelter.
- e. when the Village Hall is required for use as a Polling Station.

In addition, the Committee reserve the right to cancel

f. All future Periods of Hire where a payment has not been made for 2 or more Periods of Hire in a regular booking.

Where a booking has been cancelled by the Committee, the Committee shall incur no liability to the Hire whatsoever.

Hirers general responsibilities.

Hirers of the hall facilities are responsible for -

- Switching on the **Emergency Exit** signs. Immediately on the right as you enter the entrance hall is a switch "emergency lights," which switches on the emergency exit signs. These **MUST** be illuminated when you're using the hall.
- Keeping all means of exit from the village hall free from obstruction and immediately available for instant free public exit.
- Ensuring that legal requirements are complied with, for example compliance with alcohol licensing requirements or any other legal requirements.
- Leaving the facility in a clean and tidy condition, in summary leaving the facility as they find it.
- Ensuring the facility is hired for a period which is adequate for setting up and closing their event. This must also include cleaning the hall after use.
 - There will be a 30 min period in between each Period of Hire. **The Hirer may use 15 mins before their period of hire for set up and 15mins after the period of hire for clear up and close.** This will also assist in the safe entry and exit of the car park by hall users. A further charge maybe incurred if the hirer is still on the premises outside of the hire period and 15-minute grace period if a late exit impacts on the next hirer.
- Minimising disruption and nuisance to the neighbours of the Venue, particularly in relation to late evening events.
- Using the facility strictly for the purpose of the agreed hire.
- Ensuring the facility is left secure and locked after use.
- Ensuring all heating is switched off at the end of the hire period. The Committee reserve the right to request a reasonable contribution towards the electricity bill should the heating be left on after the Period of Hire. The Hirer shall ensure that no unauthorised heating appliances shall be used in the Village Hall without the consent of the Bookings Secretary.
- Ensuring that the use of indoor fireworks, candles, glitter, or confetti filled balloons is not permitted.
- Confining the event to areas of the Venue hired and no other, even if accessible.

The Committee will make all reasonable efforts to -

- Ensure the facility is available as agreed at the times agreed.
- For ad-hoc users ensure where possible, that the hirer is met, and the facility explained to the hirer
- Ensure the facility is in a clean and in a usable condition.
- Any additional equipment provided is in good working condition.
- Provide adequate cleaning materials for the Hirer to use for end of Period of Hire clean-up.

Vacating the venue

- The Hirer must return all furniture and equipment (including that provided in the kitchen) to the location and in the condition in which it was found at the start of the hire period.
- Stack chairs, fold and stack the tables as per the instructions on the wall near the table holders. The straps MUST be applied after stacking the tables.
- Vacuum or sweep the floor, clean used surfaces, and wash up in the kitchen; take any rubbish away with you.
- Check that no one is left in the toilets and all the taps are off.
- Switch off all the lights.
- Switch off heaters, including those in the kitchen.
- Check all doors are locked and all windows are closed.
- Return front door key to key safe and confuse the numbers.

Insurance

It is the responsibility of the Hirer to ensure that the appropriate insurance is in place for the activity for which they are hiring the Venue.

Fraser Hall maintains comprehensive insurance. As conditions of our insurance hirers may, in certain circumstances, for example sports or exercise classes, be required to provide appropriate risk assessments. The risk assessments if appropriate and the following documents must be available upon request,

- Evidence of appropriate public liability insurance if applicable.
- Evidence of appropriate training or membership of regulatory bodies if applicable.

Safeguarding

If children and/or vulnerable persons are attending an event, evidence of appropriate DBS clearances and Safeguarding Policy must be available for inspection by the Booking Secretary or the Fraser Hall Safeguarding Lead.

It is the responsibility of the hirer to ensure they are complying with any Safeguarding Legislation relevant to the activity they are organising and that they have the relevant DBS checks required for the purposes of the activity they are supervising. By booking the hall for a Period of Hire, you are agreeing that you have read and agreed the Fraser Hall Safeguarding Policy which can be found on the Fraser Hall Website and on the Notice Board in the entrance way.

Performing Rights License

The Venue has a Performing Rights Society Licence which permits the use of copyright music in any form, e.g., record, compact disc, tapes, radio or by performers in person. If other licences are required in respect of any activity in the Village Hall, the hirer should ensure that they obtain the relevant licence.

Licences for the sale of consumption of alcohol

Alcohol can only be consumed at the Venue with prior written permission of the Committee. The Hirer shall be responsible for arranging such licences as may be needed whether for the sale or supply of alcoholic drinks and for the observance of same. Information is available from the Lancaster City Council website.

Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to the Bookings Secretary immediately and complete the relevant section in the accident book which is kept at the First Aid point in the Kitchen. Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible.

The Booking Secretary

Working on behalf of the Committee, the booking secretary is the main point of contact for bookings at the Venue, on a day-to-day basis the bookings secretary will manage bookings and key access for hall hirers and shall approve or decline booking requests as appropriate. The booking secretary is the first point of contact to agree any variance to bond deposits and resident user fees.

Kitchen

The hirer is responsible for ensuring that all Health and Safety, and Food Hygiene laws are adhered to. Anyone under 16 must not enter the kitchen for any reason other than to fetch the First Aid kit.

Storage Cupboard

Access to the Storage cupboard is only authorised for the Hirer for the sole purpose of removing and replacing cleaning equipment to clean the Venue after use. No items are to be stored outside the Period of Hire in the Venue unless permission has been sought from the Booking Secretary. The Committee reserve the right to remove and dispose of any item/s that have been stored or left in the venue by the hirer without the permission of the Booking Secretary. The hirer will be responsible for any costs incurred by the Committee to remove and dispose of any such items. The Committee accept no responsibility for any stored equipment or other property brought into or left at the Village Hall and all liability for loss or damage is hereby excluded. **Anyone under 16 must not enter the storage cupboard for any reason.**

Decorations

No alterations or additions may be made to the Venue by the Hirer. No notices, advertising, decorations, or other fixtures are to be installed or attached in any way to any part of the Venue without the prior written approval of the Bookings Secretary.

Smoking

No smoking is allowed in the Venue. Any person who breaches this provision shall be asked to leave the Village Hall.

Electrical appliances safety

The hirer shall ensure that any electrical appliances brought into the premises and used there shall be in a safe and good working order and used in a safe manner.

Animals

The Hirer shall ensure that no animals (including birds) except assistance dogs are brought into the Village Hall other than for a special event agreed by the Bookings Secretary. No animals whatsoever are to enter the kitchen at any time.