

TERMS & CONDITIONS OF HIRE

1. Introduction

- 1.1. For the purpose of these Terms and Conditions, 'you' and 'the Hirer' refers to the individual(s) or organisation entering in to a hire agreement. The Friends of Stretford Public Hall (FoSPH) ('we') refers to any staff or representatives of the Friends of Stretford Public Hall, the community benefit society that runs Stretford Public Hall.
- 1.2. These Terms and Conditions should be read alongside our **Code of Conduct** and our **Emergency Procedures** information sheet.

2. Our booking policy

- 2.1. All bookings are provisional until a Hire Agreement has been signed and a deposit (or full payment) received. FoSPH reserves the right to refuse a booking without giving a reason for the refusal.
- 2.2. The Hire Agreement will set out the key details of your bookings, including timings and anticipated guest numbers. FoSPH must be notified at least 14 days in advance of the date of your booking if any of the details set out in the Hire Agreement are likely to change.
- 2.3. We reserve the right to cancel a booking:
 - If the booking is deemed to negatively effect the reputation of the Friends of Stretford Public Hall
 - If we have reason to believe your event will not be organised in line with these Terms and Conditions, or will lead to a breach of licensing conditions or other legal or statutory requirements
 - If we have any health and safety concerns which threaten the event guests, members of the public or the staff of Stretford Public Hall.
 - If the premises has become unfit for hosting your event, such as if emergent building repairs need to take place urgently.
- 2.4. If FoSPH cancel a booking, the Hirer shall be entitled to a full refund but the Friends of Stretford Public Hall will not be liable for any resulting direct or indirect loss or damages. We accept no liability to provide or pay for alternative facilities elsewhere. We recommend the organisers of large events ensure they have event insurance to cover such losses.
- 2.5. We do not allow any extremist activities to take place in the Hall that may incite prejudices of any kind. We also do not allow any regular political activism or regular religious activity at the Hall. We do allow one-off political events (i.e. a political meeting) and religious celebrations.
- 2.6. We do not allow events that present an unreasonable risk to the local community, our neighbours, the Hall's staff and users, or the fabric of the building itself.

3. Payment & cancellation

- 3.1.** Once a provisional booking has been made, you will be issued with a Hire Agreement and invoice. If the total hire cost of a booking is less than £100, full payment is required in advance. In the event of you having to cancel or postpone your event more than a week in advance, a refund of 75% will be given.
- 3.2.** If the total hire cost of a booking is more than £100, a 50% deposit is required at the time of booking. This deposit is non-refundable. The remaining balance must be paid at least a week before the event.
- 3.3.** For regular bookings (ie those which recur on a weekly basis, for six weeks or more), payment is required on a monthly basis. You will be invoiced at the end of each month for the following month.
- 3.4.** If you need to cancel a regular booking, 14 days' notice is required. You will not be entitled to a refund but you can reschedule the booking for a future date. You can reschedule up to five regular bookings per year.
- 3.5.** We reserve the right to review hire charges on a regular basis and to vary prices as necessary. Regular hirers will be informed of any price changes at least one month before any changes come in to effect.

4. Licensing & regulations

- 4.1.** By hiring a room or space in the Hall, you agree to respect the maximum capacity for each room, as stated on our Booking Information sheet. This includes insuring that capacity in the Ballroom does not exceed 200. If we have reason to believe the capacity of a room is being exceeded during an event, we reserve the right to ask guests to leave, or to stop the event.
- 4.2.** Once your booking has been confirmed, you will be given a copy of our Emergency Procedures information sheet, which sets out fire evacuation procedures and other important safety information. The Hirer is responsible for familiarising themselves with this, particular the location of fire exits, fire extinguishers and alarm points.
- 4.3.** The Hirer is responsible for ensuring fire exits and emergency escape routes remain clear and free from obstruction at all times. Under no circumstances should you remove, move or tamper with fire extinguishers, fire exit signs, and fire detection equipment. Fire extinguishers must only be used in the case of a fire to assist with the safe exit of the building.
- 4.4.** We do not have a license to sell alcohol. Alcohol may be given away free but it may not be given away with a donation. Any event involving the sale of alcohol being sold must have a Temporary Events Notice (TEN) and be pre-agreed by FOSPH.
- 4.5.** Anyone selling alcohol under a TEN is expected to meet all of the conditions set out in the TEN. This includes ensuring that alcohol is not sold to anyone under 18 years, or to anyone who is considered to be drunk.
- 4.6.** We operate a zero tolerance approach to drug use. Anyone found using or under the influence of illegal drugs or substances classified under the misuse of Drugs Act (1971) will be reported to the police and asked to leave the premises.
- 4.7.** We hold TheMusicLicence which permits the playing of recorded music. Music can be played at a pre-agreed level to less than 500 people, providing all windows are closed.

- 4.8. We reserve the right to judge acceptable levels of noise and behaviour of guests. If any behaviour is deemed threatening or illegal, or if noise levels are excessive, you will be asked as the event organiser to take corrective action. If our requests for action are not met, we reserve the right to ask individuals to leave the premises or to stop an event. If this occurs, no refund or compensation will be owed.
- 4.9. Smoking is not permitted anywhere in the building. This includes e-cigarettes and vapes. Guests wishing to smoke will need to do so outside the Hall, either in the car park or at the front of the building.
- 4.10. No portable electrical equipment should be connected to the premises fixed electrical supply unless it has undergone certified PAT testing for electrical safety. If you wish to use electrical equipment, you are responsible for ensuring it meets this requirement.

5. Public events

- 5.1. If you are hiring a space for a public event or activity, you will be expected to have your own Public Liability Insurance and to have done your own risk assessment. We will ask to see copies of these prior to confirming your booking. While we take every effort to ensure the safety of visitors to Stretford Public Hall, we will not be liable for any damage, loss or injury which occurs during your event, unless this is a direct result of our own omissions or actions.
- 5.2. Prior to large public events, staff and volunteers must be fully briefed on what to do in an emergency, as set out in our **Emergency Procedures** document, as well as being familiar with your event risk assessment. You are responsible for the health and safety of your guests so please ensure staff are properly briefed.
- 5.3. Anyone working alone with children at the Hall must be in possession of a current DBS certificate. A copy of this will be requested prior to confirmation of booking.
- 5.4. Food cannot be cooked on the premises without special permission. External caterers will be expected to hold appropriate food hygiene certificates, public liability insurance, and to be registered as a food business.

6. Premises management

- 6.1. You will be responsible for any damages caused to Stretford Public Hall during your event by any of your guests, contractors or suppliers. In these instances, you will be required to pay the full amount required to make good or remedy such damage.
- 6.2. Stretford Public Hall is not yet open to the public, so we do not operate a reception. If you are hiring a space in the Hall, you will need to provide your own 'front of house' system, to ensure only your guests or event attendees are able to access the building. Leaving the Hall's front door open and unsupervised will be considered a breach of these Terms and Conditions.
- 6.3. Set up and removal times must be factored into room booking times. If you do not vacate a room by the agreed time, additional charges may apply. Visitors must leave the building no more than 15 minutes after the agreed end time of the event.
- 6.4. If you do not vacate the hired space by the agreed time, overtime charges will apply. These will be charged at our standard commercial rate, regardless of the organisational status of the Hirer. Overtime charges are incurred if hirers are still on site 15 minutes after the agreed end time of the booking, and a full hour's charge will apply.

- 6.5. The Hirer is responsible for keeping the premises in good order during use, and ensuring the space is left in a clean and tidy state afterwards. Cleaning charges may be incurred if the premises are not left in a suitable state. For large events, we may take a cleaning deposit.

Regular bookings only

7. Fair usage policy

- 7.1. Regular weekly bookings are limited to eight hours of booking time per week, four of which may be in the evening. This is to ensure that as many local groups as possible can access our rooms. It may be possible to book additional hours, if availability allows, but these cannot be booked more than one month ahead.
- 7.2. FoSPH reserves the right to occasionally cancel regular bookings. In the case of cancellations, FoSPH agrees that:
- We will always seek to find an alternative space in the Hall for your group to use, before cancelling.
 - We will never cancel more than five regular weekly bookings per year.
 - We will never cancel more than one booking in the same calendar month.
 - We will never cancel two consecutive weekly bookings.
 - We will give you at minimum of 14 days' notice if we need to cancel a booking.
- 7.3. It is assumed that regular bookings will **not** be held on Bank Holidays. If you wish to go ahead with a regular meeting on a Bank Holiday, you will need to discuss this with the Event Manager. Additional Bank Holiday room hire charges may apply.

8. Storage

- 8.1. We are unable to offer storage facilities for groups or organisations, unless agreed by special arrangement.

9. Terms of regular use

- 9.1. Regular bookings are those where someone hires a room on a regular basis (eg once a week) for a minimum of six weeks in a row. In these instances, the Hirer will be asked to sign a key holder agreement and will be given an access fob so they can open and close the building. In these instances, it is crucial to the safety and security of the Hall that the Terms and Conditions of the **Key Holder Agreement** are met. If we have reason to believe a Hirer has not met the conditions set out in the Key Holder Agreement, we reserve the right to cancel planned activities and further bookings.
- 9.2. Minor infringements of the Key Holder Agreement will be considered on a 'three strikes' basis:
1. Informal warning – we will discuss the issue with you and remind you of our Terms and Conditions, and the expectations of the Key Holder Agreement
 2. Formal warning – a written warning by email, if you are found to not be keeping to the Key Holder Agreement
 3. Termination of booking contract – withdrawal of access fob, and cancellation of regular booking.