

TCA Terms and Conditions of Hire

1. Policies and Procedures

- 1.01 The Tattenhall Community Association (**TCA**) has policies and procedures relating to Health and Safety, Fire Evacuation Procedure, Child Protection, Equality and Diversity and Supply of Alcohol. Copies of these are on the website, www.barbourinstitute.com or can be obtained from the Bookings' Administrator. A safety briefing will be held in the office prior to the event.
- 1.02 All Events and functions must have a Named Responsible Person (NRP) present to ensure adherence to all the policies and procedures listed in 1.01 above and they are deemed to have read and understood all them. The Bookings' Administrator must be advised, prior to the Event, of the person acting as NRP and provide their contact telephone number (preferably mobile). For the avoidance of doubt the full responsibilities of the NRP are outlined in the appropriate NRP checklist provided by the Bookings' Administrator.
- 1.03 A First Aid Box is located in both kitchens. Any accident, incident, injury or 'near miss' must be recorded on an incident form (kept in the first aid box). The completed form must be handed to either the Caretaker, Bookings' Administrator or a Trustee as soon as is reasonably possible after the incident.

2. General Terms and Conditions

These terms and conditions have been written with a view to ensuring that both parties are aware of their statutory legal obligations and liabilities. The management committee welcomes comments or observations that the Hirer may have about the hire of the village hall for an Event.

2.01 Definitions

Bookings'

Administrator: The person nominated by the Trustees to make bookings.

Booking Form: The form issued by the Bookings' Administrator detailing the proposed Event.

Event: The purpose of use, as detailed on the Booking Form.

Hirer: The person or company who has entered into this agreement with the TCA.

Millfield: The grassed and landscaped area adjacent to the main building.

NRP: Nominated Responsible Person. The Hirer's representative who has the necessary expertise to be responsible for supervising and running of the management of the Event, in accordance with these terms and conditions. The responsible person may delegate duties but not responsibilities.

Premises: The Barbour Institute.

Rental Period: The period of use for the Event as stated on the Booking Form.

Trustee: A person on the board of the TCA.

- 2.02 The Hirer shall comply with the Policies and Procedures as detailed in paragraph 1 above.
- 2.03 All bookings must be made by an adult with the Bookings' Administrator. Bookings must comply with the maximum capacity for the room hired, this information is available from the Office.

- 2.04 At all events where alcohol will be sold/ served there must be a Personal Licence Holder in attendance, unless by prior arrangement with the Office.
- 2.05 The hours of hiring shall be as stated within the Booking Form. All preparation and clearing time is to be included within these hours of hiring. No hiring or use of the building will be permitted after midnight unless by prior agreement. The Premises may only be used for the purpose stated on the Booking Form. The Hirer shall not sub-let or remove any equipment or furniture from the Premises.
- 2.06 Any additional equipment or fittings e.g. seating, tables, glasses, cutlery etc. that the Hirer brings for the Event must be agreed with the TCA prior to the Event. All equipment provided by the Hirer is supplied at their own risk and the TCA will not accept any liability whatsoever should anything be damaged, lost or stolen.
- 2.07 The Hirer shall accept liability and pay for all damage caused by them to the building or contents during the period of hire (the value of such damage being reasonably assessed by the TCA).
- 2.08 The Hirer shall leave the building and contents in as good and clean condition as they were when they arrived. If the Hirer intends to decorate the room they must agree with the Caretaker prior to carrying out same to ensure that anything fixed to the walls, ceiling or woodwork will not damage the plasterwork or paintwork. No electrical fittings shall be removed, altered or added to without the consent of the TCA. Settings on any technical equipment should be left as they were when hired. Any damage or breakages must be reported to the Bookings' Administrator or Caretaker.
- 2.09 i. Candles, tea-lights, pyrotechnics and the like are **not** permitted on the Premises as they are a safety hazard that would nullify any insurances in the event of a fire or any other damage caused as result of their use.
- ii. The use of smoke machines and any forms of fuel that can produce a naked flame are prohibited, (unless agreed in writing with the TCA prior to the Event).
- 2.10 The Hirer must remove all refuse (including catering waste) created by the Event, on the same day and within the Rental Period. The use of the TCA's bin is not allowed, unless by prior agreement, in which case a charge may be made and added to the final invoice.
- 2.11 Any activities which, in the reasonable opinion of the TCA, create a hazard to other people (including risk of fire) will be immediately stopped. The Hirer agrees that a Trustee, without prior notice to the Hirer, has the authority to enter the Premises and terminate any hiring which is deemed by them to be in contravention of these Terms and Conditions and they, the Hirer, will not be entitled to recover any costs incurred as a result. Any expense, incurred by the TCA, as a result will be passed onto the Hirer.
- 2.12 Any electrical equipment brought in to the building must have written approval from the Bookings' Administrator prior to the Event, used in accordance with the manufacturer's instructions, and carry a current PAT certificate.
- 2.13 Noise levels from inside or outside the Premises shall not cause a nuisance to nearby residents. Hirers are asked to consider the local residents when leaving the building.

- 2.14 The Hirer is responsible for carrying out their own risk assessment in line with the TCA's Policies and Procedures with particular attention to disabled, wheelchair bound or incapacitated persons. A copy of the assessment must be handed to the Bookings' Administrator prior to commencement of the Event.
- 2.15 Smoking, including the use of e-cigarettes, is **NOT** allowed within the Premises or the car parking area.
- 2.16 Some car parking facilities are provided. Vehicles and cycles are parked at the owner's risk and the TCA will not be responsible for any loss or damage incurred whilst on TCA Premises. There is one disabled parking space. The TCA does not accept responsibility for injury to persons, or loss or damage to property of persons attending the Barbour Institute, the car park or the Millfield.
- 2.17 The Hirer shall ensure that all electrical equipment they have used is either switched off or, in the case of their own equipment, removed from the Premises.
- 2.18 If the Event is the final one to be held on that day, the NRP will be informed and before leaving the building they must ensure that everybody has left, the lights are out, water taps are off, all windows and doors closed and locked.
- 2.19 The Hirer shall pay their invoice within 30 days of the date of the invoice. If the TCA does not receive a payment within this time, a charge of 10% of the outstanding amount will be added to the amount of the final bill to cover administrative costs.
- 2.20 Any deposit and fees due must be paid in accordance with these Terms and Conditions as well as any other costs that are specific to the Event and outlined on the Booking Form or incurred as a result of failing to comply with these Terms and Conditions.
- 2.21 All Hirers of the Premises who play recorded music, for the purpose of exercise, dance or any other activity involving music, must hold a valid PPL PRS Ltd licence. Signing this agreement is confirmation that, where applicable, the Hirer holds the relevant licence.
- 2.22 If an Event includes live music (e.g. group, band or DJ) the Hirer shall provide evidence that the player(s) are licenced in accordance with the PPL PRLS Ltd tariffs. In the Event that evidence is not provided the cost of the licence, based upon the appropriate tariffs shall be added to the final invoiced Event total for payment.
- 2.23 Please ensure that you are familiar with the terms and conditions of our insurance policy documents.

Rev D – Alcohol Licence and capacity info added.