

THE FEAR HALL

Registered Charity No 304566

TERMS AND CONDITIONS OF HIRE OF PREMISES

Section 1 BOOKING

1. Application for hire of the premises must be made through the Bookings Officer, telephone 01761 451249, or via email bookings@fearhallkeynsham.org.uk
2. The person making the booking must be over 21 years old and will be deemed to be the 'Hirer' for the purposes of the Terms and Conditions of Hire.
3. Before booking the applicant should read the Terms and Conditions of Hire, comprising:
Section 1 Booking
Section 2 Conditions of Hire
Section 3 Hirer's Obligations on Site
to ensure that the premises meet their needs and that they can comply with the conditions stated.
4. On acceptance of a booking application by the Bookings Officer on behalf of The Fear Hall, the Terms and Conditions of Hire apply.
5. The Bookings Officer, acting on behalf of the Management Committee, may refuse to accept any booking application for a purpose considered to be of a political nature or to present a risk of public disorder, nuisance or damage affecting the premises or neighbours.
6. **Schedule of Charges**

Room	Per hour
Main Hall	£23.00
First Floor Studio	£10.00
Jubilee Lounge	£12.00 *
Meeting Room	£6.00

* An additional charge of £5.00 per hour is payable for use of the projector/screen

All rates include use of the kitchen facilities, this to be shared with any other users of the premises.

8. Cancellation

By the Hirer

Notification of cancellation of any booking must be given in writing to the Bookings Officer. Refunds will be given on the following basis:

28 days' notice or more	100%
8 - 27 days' notice	50%
7 days' notice or less	NIL

By The Fear Hall

The Fear Hall reserves the right to cancel bookings if it is absolutely necessary e.g. for maintenance or other works. Reasonable notice will be given except in an emergency. The Fear Hall accepts no liability in the event of cancellation and hirers should consider taking out insurance for large scale events.

9 Payment

The Hirer will be invoiced for the agreed sum, normally within one month of the Hire date. For one-off bookings, payment may be required in advance.

Any additional charges due, for extensions beyond the time booked, or in respect of any loss or damage caused will also be invoiced.

Payment is due within one month of the invoice date and may be made by either:

- i. BACS payment to: Santander, Sort code 09-01-29, Account No 27044548 with the invoice number entered as the payment reference
- ii. Cheque payable to "J N Fear's Institute & Endowment"

Cheques should be sent to:

The Fear Hall

c/o Mrs T Woodberry, 10, Unity Road, Keynsham, Bristol BS31 1ND

Payment may not be made in cash.

Complaints

If the Hirer has any complaint arising from the booking or hire of the premises, this should be put in writing and addressed to the Chairman of the Management Committee, Fear Hall, 31, Windrush Road, Keynsham, Bristol BS31 1QN or e-mail: richard.dyson@tiscali.co.uk

If the Hirer prefers to telephone, the Chairman may be reached on tel 0117 9884453.

TERMS AND CONDITIONS OF HIRE

Section 2 GENERAL CONDITIONS OF HIRE

The Fear Hall shall be responsible for:

1. Making the booked accommodation available at the agreed time.
2. Providing keys in advance or unlocking the premises 15 minutes prior to the commencement of the booked period.
3. Ensuring that the accommodation and facilities are prepared and clean.
4. Ensuring that heating and essential services are available and working.
5. Displaying emergency contact details for the Management Committee and all statutory notices within the building.

The Hirer shall be responsible for complying with the following obligations:

1. Permitted Use Limitations
2. Number of Persons Limitation
3. Security, Care and Use of Premises and Contents
4. Supervision
5. Obtaining of any Necessary Licences

Full details of these obligations are as follows:

1. Permitted Use Limitations

- 1.1 The Hirer shall not use the premises for any purpose other than that agreed with the Bookings Officer and shall not sub-let or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the premises or render invalid any insurance policies in respect of the premises or its contents.
- 1.2 Performances. No performance shall be given that involve a risk of injury to performers or audience members.

2. Number of Persons Limitation

If at the time of booking The Hirer has agreed a maximum number of persons to be using the Premises as a result of the Hire, this number shall not be exceeded.

3. Security, Care and Use of Premises and Contents

- 3.1 All conditions attached to the granting of the premises shall be strictly observed.
- 3.2 The security of all personal belongings brought on to the premises is the responsibility of the Hirer. The Fear Hall will not accept responsibility for any loss or damage to the personal belongings of the Hirer or any user of the premises.
- 3.3 As directed by the Charity, the Hirer shall make good or pay for all damage (including accidental damage) caused to the premises or to fixtures, fittings or contents and for loss of contents.

- 3.4 The Electricity at Work Regulations 1989 require that any electrical equipment that has the potential to cause injury is maintained in a safe condition. The Hirer shall ensure that any electrical equipment brought into the building shall comply with this requirement and any subsequent legislation. The Fear Hall shall not be liable for any claims and costs arising from the use of any equipment by the Hirer that does not so comply.
- 3.5 The Hirer shall ensure that use of the premises is kept to the agreed booking times. Any extra time will be charged for at the rates detailed in the Schedule of Charges.

4. Supervision

The Hirer shall, during the period of the Hire, be present and be responsible for:

- all the activities under their control in the premises.
- effective supervision of the room/s hired, the fabric and the contents, their care, safety from damage however slight or change of any sort.
- the behaviour of all persons using the premises in connection with their hire whatever their capacity
- ensuring that all users co-operate with any fire-drills that may be arranged in order to familiarise users with evacuation procedures.
- complying with all conditions specified in this Agreement.

5. Obtaining of any Necessary Licences

5.1 Alcohol. The premises are NOT licensed for the sale or consumption of alcohol.

The sale and / or consumption of alcohol is permitted on the premises only with the written consent of the Bookings Officer on behalf of the Management Committee. If consent is given, the Hirer must obtain a Temporary Event Notice for the sale and consumption of alcoholic liquor. (For information on licensing or to obtain a Temporary Event Notice, contact Bath & North East Somerset Council, Licensing Services, 9-10 Bath Street, Bath, BA1 1SN Email: licensing@bathnes.gov.uk)

A copy of any licence obtained for a booked function/event shall be supplied in advance of the event by the Hirer to the Bookings Officer.

5.2 Other Licensable Activities

The Premises are licensed for the Provision of Public Entertainment, which includes the performance of a play, an exhibition of a film (ie any display of moving pictures), an indoor sporting event, a performance of live music, any playing of recorded music, a performance of dance or entertainment of a similar description to live music, recorded music or dance.

The premises have a Music Licence issued by PPL/PRS for the playing of recorded music.

The premises are not licensed for the use of any TV receiving equipment.

TERMS AND CONDITIONS OF HIRE

Section 3 HIRER'S OBLIGATIONS ON SITE

1. Safety

1.1 Fire.

- The Hirer must (1) be aware of the location of the fire extinguishers and (2) ensure that all persons present are aware of the location of the fire exits and how to open the doors. Access to the fire exits must remain clear and unobstructed throughout the period of the Hire.
- Highly flammable substances, including decorations and indoor fireworks, shall not be brought into or used in any part of the premises.
- In the event of any outbreak of fire, however slight, the premises shall be evacuated in an orderly manner using the appropriate exits and the Fire Service shall be called by dialling 999. Details of the occurrence shall be given to the Bookings Officer.

1.2 First Aid. A basic First Aid box is located in the kitchen, available for use by all and a small First Aid pack is in drawers in the Jubilee Lounge kitchenette.

1.3 Performances. No performance shall be given that involves a risk of injury to performers or audience members.

2. Care of the Premises

2.1 Responsibility for the general security of that portion of the premises hired and associated contents during a booking lies with the Hirer.

2.2 The security of all personal belongings brought on to the premises is the responsibility of the Hirer.

2.3 The premises, facilities, furniture and equipment shall be left clean, tidy and in good order, in the condition as found on the commencement of the hire period. A limited supply of cleaning equipment is available in the kitchen and in the accessible toilets at the rear of the building.

2.4 Chairs and tables shall be stacked/put away as found at the start of the hire.

2.5 On leaving the premises, if the Hirer is the only or last user of the building, the Hirer shall check that the hall and toilet lights are switched off and close and lock the front door behind them. If any windows or the rear exit/fire-door have been opened these shall be left closed and locked.

2.6 Nothing shall be fixed to the walls, ceiling or floor including temporary attachments using adhesive tape or blutack.

2.7 Fire-fighting apparatus shall be kept in its proper place and used only for its intended purpose.

2.8 The contents of the First Aid boxes shall be used only for their intended purpose.

2.9 If the stage is used this must be erected and stored correctly in accordance with the instructions shown.

3. Use of the Kitchen

- 3.1 The Hirer shall provide all consumables and washing-up materials including washing-up liquid and tea towels.
- 3.2 The Hirer shall NOT use any electrical equipment in the kitchen other than that provided by the Fear Hall.
- 3.3 The Hirer shall NOT allow any children to use the kitchen, unless closely supervised by an adult who will be responsible for their safety.
- 3.4 On leaving the premises the Hirer shall ensure that:
 - All cutlery and crockery is washed and stored away in the cupboards as found.
 - All equipment used has been cleaned.
 - All surfaces have been wiped down.
 - All electrical equipment is unplugged and switches are in the 'off' position.
 - All rubbish arising from the Hire is bagged and removed from the premises.

4. Smoking is not permitted inside the building or in the area to the rear.

5. Behaviour

- 5.1 The Hirer is responsible for the behaviour of all persons using or visiting the premises in any capacity as a consequence of the Hire.
- 5.2 The Hirer is responsible for preventing any anti-social behaviour on the premises and in the vicinity of them as a consequence of the Hire.

6. Equipment

- 5.1 No unauthorized heating appliances shall be used on the premises.
- 5.2 No electrical appliance that has to be plugged into mains electricity shall be brought onto the premises unless it is safe to use and has been approved after being examined and/or tested by a suitably qualified person.

6. Storage

No goods or equipment shall be stored on the premises either overnight or longer term, unless the prior permission of the Bookings Officer, acting on behalf of the Management Committee, has been obtained.

Approved by the Management Committee 8th January 2019