

## **ROOM HIRE TERMS AND CONDITIONS**

### **General Conditions of Letting**

Please ensure that you read this document carefully before making a booking

Terms & Conditions of Use for:

Hertfordshire Independent Living Service (HILS), Jubilee Centre, Catherine Street, St Albans. AL3 5BU.

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#### **1. The User**

1.1 In these Terms and Conditions the term “User” shall be the person signing the application or any person or organisation on whose behalf the application is made, whom shall be liable for all aspects of the booking.

#### **2. Deposit**

2.1 A deposit of 25% of the total hire fee must be paid at the time of application.

2.2 A £50 damage deposit will also be required. No engagement will be confirmed until these have been received or as agreed with the bookings Secretary or Centre

Manager. The damage deposit is refundable subject to satisfactory inspection of the building by HILS staff after the event.

Payment of an agreed deposit by regular users may also apply.

2.3 After the agreed booking, the damage deposit will be returned to the user less the amount of any unpaid hire charges and any compensation for damage or breach of any of these conditions.

### **3. Cancellation and cancellation charges**

3.1 Once confirmation of the booking has been agreed and any deposit paid, the hall will not be hired out to any other user at that time without prior agreement of the hirer.

3.2 If a provisional booking has been requested but not agreed or otherwise signified the “slot” may be given to someone else.

3.3 The user may cancel the booking not less than 72 hours before the booking date. For regular users, one months’ notice is required by either party. A full refund of all advance deposits and hire charges will be made in the event of cancellation in accordance with this condition, but the deposit will not be returned if the booking is cancelled less than 72 hours before the reserved date.

3.4 HILS reserves the right to cancel a booking by written notice in the following circumstances:

- The premises is being required for use as a **Polling Station** for a parliamentary or Local Government election or by-election.
- HILS Management or staff believe that:
  1. Such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements.
  2. Unlawful or unsuitable activities will take place at the premises as a result of the hiring.
- The premises becomes unfit for the use intended by the hirer
- An emergency requiring use of the premises as a shelter for victims of flooding, snowstorm, fire explosion or those at risk of these or similar disasters.

3.5 HILS reserve the right of refusal for the hire of the building without stating a reason. HILS services shall have priority over other bookings. In case of doubt or difficulty the bookings secretary shall refer to the centre manager whose decision shall be final.

### **4. Hiring Charges**

4.1 The hire charges are available online from our website or from the bookings system “Hallmaster” and are determined by HILS.

4.2 The hire charges to be paid should reach HILS at least 72 hrs before the engagement date. Payments can be made via telephone using our “Worldpay” system or by cheques made payable to HILS stating your invoice number.

4.3 HILS office staff will also supply details of the hiring charges.

**5. Licensed activities and the sale of alcohol.** HILS has a premises licence authorising the following regulated entertainment and licensable activities:

- The performance of plays
- The exhibition of films
- Indoor sporting events
- The performance of live music
- The playing of recorded music
- The performance of dance
- Entertainment of a similar description to the above
- The sale of alcohol

***Of the regulated and licensed activities, the only one that HILS needs to have specific information about is the sale of alcohol. The Hirer will be required to apply for and provide proof of a Temporary Events Notice (TEN) that can be obtained from your local council or the .gov website in advance of such event.***

5.2 The user must ensure that they comply with any legal obligations regulating how the Centre is used and that any licence or registration which is required or which HILS requires is obtained, renewed and continued as the case may be, including:

- Compliance with statutes governing the preparation, serving or selling of food;
- Compliance with statutes governing the sale and consumption of intoxicating liquor;
- Compliance with statutes governing persons working with or caring for children (including their engagement, supervision and training);
- Obtaining any requisite licence for music entertainment, dancing, concert or stage performances; and compliance with the conditions of such requisite licences.

## **6 General Conditions of Use of Centre.**

6.1 The hirer (or his/her authorised representative) must be present during the period of hire and ensure that terms and conditions are observed.

6.2 All events must end by no later than 11 pm. All property of the user and its agents must be removed before 11.30 pm. HILS may retain the proceeds of any property left after the period of authorised use, or store it and charge the user for such storage at the option of the centre.

6.3 There must be no noise disruption to residents through the booking or when setting up or leaving the venue. If there are concerns that there may be some noise pollution then a site staff member must approve this and residents will be notified.

6.4 The user is responsible for the proper conduct of everyone using the centre during the period of use and shall do their best to prevent anyone causing an annoyance or inconvenience to other persons. In particular, the user must keep noise to a

reasonable level, having due regard for HILS tenants, and should keep the main doors to the Centre closed for this reason. HILS or its authorised representatives may stop any meeting, entertainment or function which is not properly conducted.

6.5 The user is responsible for the proper conduct of children and young people attending the user's function and shall do his/her best to prevent any child or young person causing annoyance or inconvenience to other persons. In particular, the user must keep noise made by children and young people to a reasonable level and must prevent the use of the areas outside and/or to the front of the Centre. Parties for children and young people must be supervised by at least two responsible adults at all times.

6.6 For safety reasons children must be supervised whilst in the Kitchen.

6.7 The user's agreement keep HILS fully indemnified against all losses and demands made against or suffered by or incurred by HILS arising out of all such matters. If HILS has given written permission, the user may apply for an appropriate Temporary Event Licence to the appropriate Council Licensing Department for an additional use of for a period outside these hours. Users must provide a copy of any such Temporary Event Licence to HILS immediately and ensure that its requirements are fully complied with.

6.8 All advertisements and publicity for functions held in the Centre must clearly display the name of the person or organisation holding the function.

6.9 No nails or fixings of any kind may be driven into or removed from the walls and fixtures of the centre and no equipment, furniture or any structures or decorative lighting, posters, placards or notices may be taken into the centre, or placed or displayed outside it or used there without the written consent of HILS. Nothing may be affixed to or removed from the floor without prior consent of the Facilities department (including electrical, masking or duct tape).

6.10 The user is responsible for all damage done to the centre (including any fixtures, fittings and furniture and any other articles in it) and its surrounds during the period of use, whosoever may have caused the damage. All damage and breakages must be entered in the damage book and reported to a HILS member of staff.

6.11 The user agrees to pay all such rates, taxes, charges, assessments and other liabilities as may be imposed upon HILS or otherwise solely as a result of the user's use or occupation of the Centre. If rates, taxes, charges, assessments or other liabilities which are imposed upon HILS or otherwise are higher than they would have been but for the user's use or occupation of the Centre, then the user shall pay all such additional sums.

6.12 The Centre must be left clean and tidy, with all crockery washed up and put away and all tables and chairs and other furniture and equipment returned to where they are normally stored before the end of the period of use. Please note that it is the responsibility of the user to remove all rubbish from the Centre, including the surrounding area. Toilets and other communal facilities must also be left clean. If the

user fails to observe these conditions, HILS may perform it on behalf of the user and recover the cost from, or make an appropriate charge to, the user.

***The basic rule is that the room and facilities should be left as they were found.***

6.13 If the user is unable to leave the Centre in the appropriate clean and tidy state due to a late finish, it is possible to book a clear-up session for first thing the following morning. This needs to be booked in advance so that other bookings can be managed around this.

6.14 The benefit of a booking may not be assigned or transferred (in whole or in part) to any other person or party and the Centre or any part of it may not be used by any person other than the user, unless agreed in advance in writing by a HILS Member of staff.

6.15 HILS does not warrant that the Centre is fit either legally or physically for the suggested use.

6.16 The user must ensure that the Race Relations Act 1976 and the Sex Discrimination Act 1975 are complied with.

6.17 The user must ensure that there is a minimum of one competent attendants on duty at the Centre during the event, none of whom shall be less than 18 years of age.

6.18 The user must comply with all conditions and regulations made in respect of the premises by the Fire Authority or Local Authority in connection with the event.

6.19 Highly flammable substances are not to be brought into or used in any part of the Centre, nor are internal decorations of a combustible nature (e.g. polystyrene, cotton wool etc.) to be erected without the consent of HILS. If electrical appliances are brought into the Centre by the user then the user must ensure that these items are have a valid PAT testing certificate, are safe and in good working order and used in a safe way.

6.20 If food is to be prepared, served or sold then the user must observe all relevant food health and hygiene legislation.

## **7. Safeguarding**

7.1 HILS Safeguarding Adults and Safeguarding Children policies are supplied upon letting the centre. Users are required to read this and ensure that they have their own policies or procedures in place that are consistent with these standards.

7.2 The user is required to ensure that children and vulnerable adults are protected at all times, by taking all reasonable steps to prevent injury, loss or damage occurring and ensuring that all necessary checks are undertaken. HILS accepts no responsibility for the user's failure to comply with these requirements.

## **8. Insurance**

8.1 The Centre is fully covered for any claims due to negligence on the part of HILS. However, the user must take out its own insurance to cover any other claims which may arise in relation to its use of the Centre.

## **9. Disclaimer**

9.1 HILS staff shall not be liable to the user or to any person using or entering the centre for personal injury or for damage to, loss or theft of any property brought into the centre, unless caused by the negligence on the part of HILS. The user shall indemnify HILS against all claims made by, and liability to, any person in respect of such damage, loss or theft.

## **10. Fire and Emergencies**

10.1 The user is responsible for calling the Fire Brigade to any outbreak of fire, however slight, and for reporting this immediately to the Emergency telephone number listed for the centre.

10.2 The user must ensure that all exits, emergency exits and fire appliances in the centre are free from obstruction and available for use at all times during the period of use.

10.3 Fire exits must be kept closed unless used for their actual purpose.

10.4 The user is responsible for informing all in attendance of the assembly point in the carpark adjacent to the craft and Cleaver in the event of fire, and to notify attendees of the fire exits.

10.5 It is recommended that the user has a charged mobile telephone on their person and at the premises at all times during the function.

10.6 In common with all public buildings smoking is not permitted anywhere in the building.

## **11. Emergencies and Enquiries**

11.1 Please ring Reception during office hours on 01727 847264. For out of hours emergencies, please contact Samantha Hassett on 07719995558

## **12. Rights of Access of HILS**

12.1 Any representative of HILS has the right to enter any area of the Centre at any time during the period of use, although HILS will make every reasonable effort not to disturb community activities.

**13. Declaration:**

I have read and agree to abide by the conditions set out in the Jubilee Centre, Catherine Street, St Albans. AL3 5BU, Lettings Policy.

Signed (Letting hirer):.....

Date:.....

Signed (centre manager):.....

Date:.....

*By signing this document, you are agreeing to all clauses within this document.*

**14. Letting form**

<b>Name</b> ("The Hirer")			
<b>Phone Number</b> (Landline & or Mobile)			
<b>Email Address</b>			
<b>Address</b>			
<b>Purpose of Hire:</b>			
<b>Date Required:</b>			
<b>Time required:</b> (Remember to include preparation and clean-up time)		To	
<b>Number of people:</b>			

<b>Premises Required (please tick)</b>					
Main Centre	Junes Room	Main Centre	Small Office	Classroom one	All rooms
<b>Other Requirements:</b>					

**Room hire rates**

Main Centre		Junes Room		Main Centre		Small Office		Classroom one		All rooms	
£	Per hour	£	Per hour	£	Per hour	£	Per hour	£	Per hour	£	Per hour

**15. Fire floor plan**

**Jubilee Centre Fire plan**

