

## **The Space Upstairs, North Hall CV31 Terms and Conditions of Hire**

**It is important for you to read and understand this document. It will let you know what your responsibilities are and the conditions that you must adhere to as part of the room hire agreement.**

**Heartbreak Productions manage the hire of 'The Space Upstairs', North Hall. For enquiries please call 01926 430307.**

**1. Bookings/Fees/Cancellation** • Bookings are provisionally made by email, telephone or in person. Only after the confirmation form has been completed can we guarantee your booking.

- On making a booking you should state what you will be using the room for. The room can only be used for the stated purpose.
- We can provide a projector on request at an extra fee. Requirements must be detailed on the form.
- Cancellations must be made at least 24 hours before the hire commences. Failure to cancel will be subject to the full cost of the booking.
- The Hirer shall pay The Company the fee at the agreed hourly rate.
- For one off and occasional hirers the hall hire fee will be required prior to the event being held.
- For regular hirers all monies must be received within 30 days of receipt of invoice.
- A copy of the signed agreement is required before the period of use commences.
- In the event of non-compliance with these payment terms, The Company reserves the right to cancel the provisional booking and accept alternative bookings.
- The Company reserves the right to cancel this hiring by email to the Hirer in the event of:
  - (a) the premises being required for use as a Polling Station.
  - (b) the premises becoming unfit for the use intended by the Hirer
  - (c) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case The Company shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## **2. Keys**

Please contact Sarah at Heartbreak Productions on 01926 430307 or at [info@heartbreakproductions.co.uk](mailto:info@heartbreakproductions.co.uk). One off hirers will be instructed on the lockbox code for keys only when their Hiring Agreement has been returned and their invoice paid. Regular Hirers who wish to have their own key will need to pay for the cost of cutting the keys and any further charges incurred if keys are lost.

## **3. Use of Premises**

- The Hirer shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way.
- No smoking is allowed on the premises.
- Use of the hall is restricted to 8am to midnight.
- The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition with furniture arranged as per notice displayed in the hall, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise The Company shall be at liberty to make an additional charge.

- As the room hirer you are wholly responsible for the behaviour and actions of anyone who attends your event.
- The Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.
- Hirers must ensure that on leaving the building the following checks are done: all fire exits are closed, lights turned off, radiator controls re-adjusted if changed, windows and doors to the hall are shut and the main door used to enter the building is locked.

#### 4. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The number of people allowed in The Space Upstairs is limited to 100.

(a) The Hirer acknowledges receipt of instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall. The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the booking clerk.
- The location and use of fire equipment.
- Escape routes and the need to keep them clear. All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- **Fire Muster point location in Spencer Street where the path down the side of the church meets the pavement.**
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of The Company. No decorations are to be put up near light fittings or heaters.

(b) In advance of an entertainment or play the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

#### 5. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to the booking clerk **as soon as possible** and complete the relevant section in The Company's accident book (kept in the hall). Any failure of equipment belonging to the premises or brought in by the Hirer must also be reported **as soon as possible**.

#### 6. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises.

#### 7. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

#### 8. Licences

The Hirer shall ensure that they hold any relevant licences required for public performances, sale of alcohol etc.

#### **9. Gaming, Betting and Lotteries**

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

#### **10. Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises. No animals whatsoever are to enter the kitchen area at any time.

#### **11. Compliance with The Children Act 1989**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children. The Hirer shall provide The Company with a copy of their Child Protection Policy on request.

#### **12. Sale of Goods**

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. The Hirer shall ensure that the total prices of all goods and services are prominently displayed.

#### **13. Stored Equipment**

The Company accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded.

#### **14. No Alterations**

No alterations or additions may be made to the premises nor may any fixtures installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval by The Company.

#### **15. Indemnity**

The Company is insured against any claims arising out of its **own** negligence only.

#### **16. No Rights**

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

#### **Final Note**

We reserve the right to charge for any breach of the above terms and conditions that causes either loss of business, additional staff time and / or additional cleaning / repairs. 'I have read and understood the Terms & Conditions of Room Hire at North Hall and will adhere to my responsibilities as detailed.'

Signed.....

Name.....

Date.....

Staff Use

Booking Confirmed on behalf of The Space Upstairs, North Hall.

Signed.....

Name.....

Date.....