

These Terms and Conditions of Hire apply to all hiring's of the Community Station. If the Hirer is in any doubt as to the meaning of the following, a member of Moulsham Lodge Community Trust (MLCT) should be consulted.

"Premises" shall from hereafter include the Community Station and the outside grounds and Car Park area.

"Hirer" shall mean an individual or where the Hirer is an organisation, the authorised representative.

These conditions prohibit the hire of the Community Station to anyone under the age of 21 years. An older person making a booking on behalf of someone younger than 21 years old must be aware of the responsibilities for which they will be liable.

Any specific conditions will be recorded as an addendum (A&B) to these Terms & Conditions of hire at the end of this document, e.g. long term hire of space to individuals or organisations.

### **1. Booking.**

- a. All applications for the hire of the building must be submitted to MLCT using the Booking Form. The person named on the booking form shall be considered the Hirer. Where an organisation is named, the person signing hereby confirms that they do so with full authority of the organisation. The Hirer must be over 21 years of age.

### **2. Deposit.**

- a. If a deposit is to be required (see booking form) it must be paid at the time of application and where required, no hire will be booked until this has been received.
- b. The deposit monies will be refunded after a satisfactory inspection of the building by MLCT according to clause 6.a below.
- c. Cancellations may forfeit the repayment of the deposit as laid out in clause 7

### **3. Hire Charges & Payment**

- a. The hiring charges shall be those shown on the booking form and determined by MLCT
- b. Payment shall be made to MLCT at least 7 days prior to the hire unless the booking is made with less than 7 days until the booking where full payment will be made with the booking.
- c. Payment by PAYPAL carries a surcharge equal to 3.4% of the total hire charge
- d. Payment by BACS is available, details are on the booking form.
- e. Payments by cheque should be made out to "Moulsham Lodge Community Trust"
- f. Payment by cash is accepted provided it is no more than £100

#### 4. Use of Premises

- a. The Hirer shall not use the premises for any purpose other than that described in the booking form as signed by the Hirer 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 same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.
- b. No alterations or additions may be made to the premises, nor may any fixtures be installed, or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of MLCT.
- c. Any failure of equipment belonging to MLCT must also be reported as soon as possible.
- d. Music and Dance Licence. MLCT does not hold a music licence, therefore the hirer must make sure that any activities that involve music and dance comply with all legal requirements and copyright legislation.
- e. Other Licences, Theatre & Performing Rights Society, MLCT does not hold a Licence that covers performances of Theatrical, Ballet, Opera or Choral Works etc. The Hirer is responsible for obtaining the requisite Performing Rights Society Licence and any other licence that may be required for their intended purpose. Any such licence must be exhibited to MLCT.
- f. Breakages and Damage. The Hirer is responsible for all damage to the building, equipment, furniture and property in the building & grounds occurring during the period of the hiring or while persons are entering or leaving the building pursuant to the hire, however and by whomsoever caused. The Hirer will be responsible for replacement 'as new' of any equipment, furniture or property and for the full cost of making good any damage to the building, fixtures and fittings.
- g. Conduct and Good Order. The Hirer shall ensure that good order is kept in the building during the hiring. The Hirer will also ensure that those attending the engagement maintain good order during arrival and departure from the building. At all times, the Hirer will take reasonable care to ensure that the occupants of neighbouring properties are not inconvenienced by noise, obstruction by vehicles and the like.
- h. Signage. The Hirer shall remove any sign, flag, emblem or other decoration displayed by the Hirer outside or inside the building if in the opinion of MLCT or Committee Member deem it shall be unseemly or expose the building to an undue risk of fire or in the opinion of MLCT or its agent is likely to lead to disturbance or a breach of the peace.
- i. Fire Exits. No exits may be blocked, chairs or other obstructions must not be placed in corridors or fire appliances removed or tampered with, and fire doors must not be propped open.
- j. Hirers must make themselves familiar with the location of the fire extinguishers and the instructions for use, 'break-glass' fire alarms, emergency exits and of the importance of fire doors. Hirers will be responsible for informing all those using the facility of the position of the emergency exits. Hirers must also familiarise themselves with the instructions on what to do in case of fire. Please familiarise yourself with the MLCT Safety Board located in the foyer opposite the kitchen.
- k. In the event of a fire being discovered, it is the responsibility of the hirer (unless a member of the MLCT team are present) to raise the alarm, evacuate the building and contact the appropriate emergency service.

- i. Smoking. Smoking is NOT permitted in any part of the building at any time. The Hirer shall ensure that the Hirer's invitees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. (The Hirer will be expected to have made themselves aware of the liabilities stated in the above legislation).
- m. Hire Period. The hire period is the time that the hirer commences and finishes using the hall. It includes the time taken for setting up and clearing up.
- n. Entry. The right of entry to the building is reserved to MLCT and any other agent of MLCT and any police officer at any time during the hiring.
- o. MLCT 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. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.
- p. The permission of the Management Committee must be obtained before goods or equipment are left/stored at the centre, except when the Centre Manager has authorised overnight storage of goods & equipment brought to the Centre before a particular event.
- q. The Hirer shall, if preparing, serving or selling food, observe all relevant Food Health and Hygiene Legislation and Regulations.
- r. Electrical Appliance Safety. The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe and in good working order and used in a safe manner. MLCT reserves the right to examine the required Certification issued by a competent Person or Company in respect to the testing of any such electrical appliances or equipment.
- s. Public Safety Compliance. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and the Local Magistrate's Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment.
- t. A fire-risk assessment for the known hazards has been carried out by MLCT. The introduction of a new fire risk by the Hirer either as a source of ignition, e.g. lighting of candles, or as new flammable materials e.g. solvents, paper hangings must be accompanied by a risk assessment carried out by the Hirer.
- u. 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 have access to the children. (The Hirer will be expected to make themselves aware of the liabilities stated in the above legislation).
- v. 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. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall the organiser's name and address and any discounts offered are based only on Manufacturers' Recommended Retail Prices. (The Hirer will be expected to make themselves aware of the liabilities stated in the above legislation)
- w. Noise – The Hirer shall ensure that the minimum level of noise is made on arrival, during the Hire period and departure, particularly late at night and early in the morning.

- x. Supervision -The hirer or person in charge of the activity shall not be under 21 years of age and shall be on the premises for the entire period of hire or duration of the activity.
- y. Car Park – Spaces are marked out for your convenience and safety. Cars are parked entirely at the owners' risk

## **5. Accidents and Dangerous Occurrences**

- a. The Hirer must report all accidents involving injury to the public to a member of MLCT as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Hall Bookings Officer will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995, (RIDDOR).
- b. MLCT requests that ALL accidents are recorded in the Accident Book located in the kitchen.
- c. The First Aid Box is located in the Kitchen, any supplies used should be reported to MLCT to ensure replacements are provided.

## **6. Condition on vacation.**

- a. On vacation of the building, the Hirer shall leave the building in a clean and orderly state and all empty bottles, cans, paper, food debris and any other waste matter must be cleared from the building and suitably disposed of in the receptacles provided. All rooms hired and toilets must be left in as clean a condition as found. The deposit monies will be refunded after a satisfactory inspection of the building by MLCT.
- b. The Trust reserves the right to invoice the Hirer for any charges arising from excessive cleaning time incurred as a result of the Hirer failing to leave the accommodation in a reasonable condition, or for repair of the premises or equipment damaged by the Hirer, or resulting from the Hirer failing to vacate the premises by the time shown on the booking form.

## **7. Cancellations**

- a. If a Hirer cancels a booking less than 14 days before it is due to take place, the returnable deposit will be forfeited (unless a replacement hire on similar terms can be found).
- b. Hirers may cancel bookings by giving at least 2 weeks' notice.
- c. Cancellations made with less than 1 weeks' notice are liable to a payment of the whole hiring charge.

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- d. The Management Committee reserves the right to cancel any booking by giving notice in writing and returning the hiring charge and deposit, should the purpose of hiring the venue be in any way improper or unauthorised, or should the building be required as a Polling Station
  - e. or in a case of force majeure. The Management Committee shall not be liable to pay to the Hirer any money/loss incurred by the cancellation.

**8. BY SIGNING THE BOOKING CONFIRMATION FORM, ALL HIRERS AGREE TO THE TERMS AND CONDITIONS SET OUT IN THESE TERMS.**