

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 07413 345545, 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 (effective from 1st September 2022)**

Room	Per hour (regular)	Per hour (one-off)
Main Hall	£25.00	£30.00
First Floor Studio	£12.00	£15.00
Jubilee Lounge	£14.00 *	£16.00
Meeting Room	£6.00	£6.00

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

All rates include use of the kitchen facilities, these to be shared with any other users of the premises, and the use of wi-fi up to a download limit.

7. 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.

8. Payment

The Hirer will be invoiced for the agreed sum, normally within one month of the Hire date. For one-off bookings, payment will 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, Account name "J N Fear's Institute and Endowment",
with the invoice number entered as the payment reference.
- ii. Cheque payable to "J N Fear's Institute and 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 9864453.

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 and all statutory notices within the building.

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

1. Security, Care and Use of Premises and Contents as laid out in the Health and Safety Policy for the Fear Hall.
2. Permitted Use Limitations
3. Number of Persons Limitation
4. Supervision
5. Obtaining of any Necessary Licences
6. All legislation relating to Safeguarding of Vulnerable Persons

Full details of these obligations are as follows:

1. Security, Care and Use of Premises and Contents

- 1.1 The Fear Hall Health and Safety Policy is available on our website at: www.fearhallkeynsham.org.uk/booking
- 1.2 All conditions attached to the granting of the Premises Licence shall be strictly observed.
- 1.3 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.
- 1.4 As directed by the Charity, the Hirer shall make good or pay for all damage (including accidental) caused to the premises or fixtures, fittings or contents and for loss of contents.
- 1.5 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 is responsible for checking that any portable electrical equipment brought onto the premises by them is safe for use/has been P.A.T. tested. 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 comply.
- 1.6 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.

2. Permitted Use Limitations

- 2.1 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.

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

3. 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.

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 and the safety of those present.
- 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
- 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 not permitted on the premises except 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, visit Bath & North East Somerset Council on line at <https://www.bathnes.gov.uk/services/business/licences/alcohol-and-entertainment>)

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, exhibition of a film (ie any display of moving pictures), an indoor sporting event, performance of live music, any playing of recorded music, a performance of dance or entertainment of a similar description to live or recorded music, or dance.

The premises have a PRS Music Licence for the playing of recorded music. Any hirer whose activity requires a PPL licence is responsible for obtaining this themselves and must confirm that they have done so to the Bookings Officer.

The premises are not licensed for the use of any TV receiving equipment and such equipment shall not be used on the premises.

6. All legislation relating to Safeguarding of Vulnerable Persons

The Hirer is responsible for applying the requirements of the Safeguarding Vulnerable Groups Act 2006 in respect of all persons on the premises as a result of their hire.

TERMS AND CONDITIONS OF HIRE

Section 3 HIRER'S OBLIGATIONS ON SITE

1. Safety

1.1 Fire

- The Hirer must take on the role of, or appoint some other named person as temporary, Responsible Person for matters of fire safety for their event/function, all as below.
- An adequate fire alarm system is fitted in The Fear Hall and instructions for raising the alarm and evacuating the building are in each room. Users should familiarise themselves with the nearest fire exit and be mindful of any members of their group who might need specific help to leave the building. The Responsible Person should be aware of the number of people using the facility in their booking and have a means of accounting for all occupants under their control in event of evacuation. The assembly point is in the car park at the rear.
- Fire extinguishers are available in each room, but their use should only be attempted by trained users. Hirers are under no obligation to tackle a fire. Priority should be given to raising the alarm and leaving the building.
- Fire exits must remain clear and unobstructed at all times .
- Candles, naked flames and highly flammable substances, including decorations and indoor fireworks, shall not be brought into or used in any part of the premises. Electrical items, equipment & special effects shall be used as agreed at the time of hire.
- Details of any fire must be given to the Hall management as soon as practicable.

1.2 First Aid. A well-stocked and appropriately labelled First Aid Box is available in the main hallway outside the cloakroom.

1.3 Electrical . Any electrical equipment showing signs of damage, exposure of components or water penetration must not be touched or operated. Electrical leads must not be allowed to trail across floors or run from areas where they might be pulled or become caught up.

1.4 Slips. Danger from wet floors must be made apparent through use of the signage provided in the Hirers' cupboard. Spills must be cleared up quickly to prevent slipping.

1.5 An Accident Book is kept in the Hirers' Cupboard in the cloakroom. This book is to be used to record all cuts, bumps, falls etc. as well as more serious accidents and near misses. Details are to be recorded as set out in the book.

1.6 An Incident Book is kept in the Hirers' Cupboard in the cloakroom. Any person being aware of any practice, action or incident that has, or could have been, injurious to the health of any person, has a duty to record such incident in the Incident Book for the attention of the Hall Management / Committee.

Any person discovering a faulty or broken piece of equipment should take appropriate action to remove or make safe such equipment and should record all details in the Incident Book for the attention of the Hall Management / Committee.

1.7 **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 Security of all personal belongings brought on to the premises is the Hirer's responsibility.

2.3 The premises, facilities, furniture and equipment shall be left clean, tidy and in good order, in the same condition as at the start of the hire period. A limited supply of cleaning equipment and materials is available in the hirers' cupboard in the cloakroom.

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

2.5 At the end of the period of hire, the Hirer shall switch off the lights in the hall/rooms used. On leaving the premises, if the Hirer is the only or last user of the building, the Hirer shall 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 in emergency.

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

2.9 The folding staging and sliding arch must not be used except by prior arrangement and after instruction. If used the stage must be erected and stored correctly in accordance with the instructions. It is important that all legs are fully extended.

3. Use of the Kitchen

3.1 Food storage, preparation and serving shall be as agreed at the time of booking.

3.2 The Hirer shall provide all consumables and washing-up materials including tea towels.

3.2 The Hirer shall NOT use any electrical equipment in the kitchen other than that provided.

3.3 Instructions for use of the microwave must be followed.

3.4 The warning signs provided must be used if the floor is wet.

3.5 All users must remain alert – kettles, urns, cookers and implements represent risk to the public. The Hirer is responsible for safe management of the kitchen during their hire.

3.4 Children shall not enter the kitchen, unless closely supervised by an adult.

3.5 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 and all surfaces wiped down.
- Everything is turned off and all electrical equipment is unplugged..
- All waste including bottles, packaging and food is bagged and removed from the premises.
- Any accidents are reported in the Accident book in the Hirer's cupboard.

- Any issues such as breakages are recorded in the Incident Book, or notified to the Bookings Officer as soon as possible.

4. Hygiene

In the interests of health, good hygiene practices are essential. The following guidelines should be observed:

- Disposable paper hand towels are provided.
- Plastic gloves, available in the hirers' cupboard, should be worn at all times that there might be contact with body fluids e.g. when cleaning toilet areas or for dealing with spilt blood from whatever cause.
- All surfaces at which food is to be prepared or eaten must first be thoroughly cleaned with an appropriate cleaner.
- Hands must be thoroughly washed before food preparation.

5. Smoking and vaping are not permitted inside the building or in the area to the rear.

6. Behaviour

6.1 The Hirer is responsible for the behaviour of all persons using or visiting the premises in any capacity as a consequence of the Hire.

6.2 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.

7. Equipment and Furniture

7.1 No unauthorized heating appliances shall be used on the premises.

7.2 The Hirer is responsible for ensuring that any portable electrical equipment brought onto the premises, it is safe for use/has been P.A.T. tested by a suitably qualified person.

7.3 Plastic stacking chairs shall be stacked no higher than 5 chairs. Do not drag the chairs across the floors. A trolley is available (this is kept in the lobby on the left of the stage).

7.4 Large tables are stored in alcoves by the kitchen. Lift into position, do not drag.

8 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 ON 12th JULY 2022