

CONDITIONS OF HIRE

1. APPLICATION FOR HIRE

- 1.1 All applications for hire of FACT facilities must be made on an official booking form. Applications should, whenever practicable, be received at least 7 days prior to hire.
- 1.2 The receipt of an application form for hire of the facilities does not constitute an acceptance of the application by FACT. The premises shall not be deemed to be let until the applicant has returned the booking form and received confirmation from FACT.
- 1.3 All applicants must be over the age of 18 years and proof of identity/age may be required.
- 1.4 All bookings made in respect of the community facilities are subject to the times stated on the booking form. Hirers must ensure that the community facility is cleared at the appropriate time. Entry to community facilities will be from the time specified on the application for hire (please note that 30 minutes is allowed prior to, and after booking time - free of charge – to allow for setting up and cleaning). Any additional time and/or cleaning fees may be charged after the event, if necessary.
- 1.5 All groups/organisations using the facilities shall state the purpose for which they are engaged and shall not sublet or alter the purpose for which they are engaged without the consent of FACT. If the facilities, or any part thereof, are used for purposes different from that for which they are engaged, FACT reserves the right to terminate the booking at any time without FACT being liable to the hirer for costs incurred by the group/organisation.
- 1.6 No application for hire will be accepted while any accounts for payment by the hirer to FACT remain outstanding.
- 1.7 FACT reserves the right to grant or refuse any application for let in whole or in part without giving any reason for same.

2. BOOKING A COMMUNITY FACILITY IN ADVANCE

- 2.1 Bookings for the community facilities can be made up to one year in advance of the date of booking. Provisional bookings will be accepted within this same time scale and will be held by FACT for 14 working days. A booking will be confirmed on receipt of a correctly completed application form. If an application form is not received after 14 days, the booking will be removed from the system. Please note that all coffee morning bookings have a non-refundable deposit amount of £40, and all one-off commercial bookings have a non-refundable deposit amount of 25% of the overall booking fee, payable upon booking.

3. PAYMENT

- 3.1 An invoice will be issued at the end of the month of the booking and will be subject to a 14-day term.
- 3.2 FACT reserves the right to bill additional charges as a result of any damages outlined in Section 5 after the event.
- 3.3 Failure to pay any accounts within the time required will result in a review of future hire agreements.

4. CANCELLATION

- 4.1 FACT reserves the right to cancel a let without being liable for compensation in the event of facilities being required for any purposes deemed necessary by FACT.
- 4.2 Notification of hirer's intention to cancel a let must be made **6 weeks** prior to coffee morning bookings and **4 weeks** prior to all other bookings; otherwise invoices will be subject to full charge.

5. LOSS, INJURY OR DAMAGE

- 5.1 The hirer is responsible for any loss or damage to the buildings, fixtures, fittings, contents and décor during the hire.

- 5.2 The hirer is advised that FACT staff and board can accept no responsibility in respect of loss or theft of articles from these facilities during the let, or any articles left on the premises at any time.
- 5.3 FACT accepts no responsibility for any loss or damage, including personal injury and death, resulting from the premises proving to be unsuitable for the hirers intended use.
- 5.4 The hirer is advised to take out appropriate insurance to cover loss or damage of property belonging to themselves, FACT staff, or members of the public and to cover death or injury of persons in the facility during the period of hire.
- 5.5 When an event is open to the public, the hirer is required to take out public liability insurance and any other licence or permit required by law for the running of their event. The premises are let on the understanding that this will be done. A copy of the Public Liability Insurance and any other licence(s) or permit(s) must be given to FACT and should have been received no less than 7 days prior to the event. Where children are involved, **it is the hirer's responsibility** to ensure that the relevant child protection policies and procedures are in place.
- 5.6 The hirer must indemnify FACT against any loss or damage as described within these conditions.

6. HEALTH AND SAFETY

- 6.1 The hirer is responsible for the provision of suitable automatic cut-out circuit breakers for any occasions where the use of electrical musical equipment is in use.
- 6.2 The hirer is responsible for ensuring that all gangways, doorways, stairways, exits, emergency exits and entrances are kept unobstructed at all times.
- 6.3 Hirers must make themselves aware of Fire Regulations and procedures in force and as outlined in the fire evacuation notices displayed in the community facilities. It is the Hirer's responsibility to **contact the Fire Brigade if there is a fire and inform FACT as soon as possible**.
- 6.4 No explosives, highly flammable spirits or liquid gas containers shall be brought into the community facility and the use of naked lights (such as candles, matches, etc) in any part of the building is strictly prohibited.
- 6.5 All chemical or substances used by users must be approved by FACT. In accordance with the COSHH regulations FACT would then seek a product data sheet and thereafter carry out assessment of the product suitability in relation to Health and Safety. No chemicals will be allowed in any facility without prior approval.
- 6.6 In the event of an accident within the premises the lessee must report the incident as soon as possible to a member of FACT staff and an accident report form must be completed and returned, as specified on the form.
- 6.7 All children in attendance at any meeting or event must be accompanied by an adult. It is the hirer's responsibility to ensure that any necessary child protection policies and procedures are in place.

7. PROPERTY/EQUIPMENT

- 7.1 All additional fittings, decorations or scenery of any kind provided by the hirer shall be subject to the approval of FACT before being fitted and must be removed, if required, on the orders of FACT. Failure to remove items as required will result in making arrangements to remove the same at the hirer's expense.
- 7.2 All other property brought into community facilities by hirers must be removed at the end of the period of hire unless otherwise authorised by FACT. Failure to comply with this condition will result in hire charges being extended to cover items involved and/or any costs incurred relating to their temporary removal.
- 7.3 The hirer shall not interfere with electrical fixtures and fittings. No extension from existing electrical fittings shall be made without the consent of FACT.
- 7.4 No fittings of any kind (bolt, nails, screws, blu tack etc.) shall be attached to any part of the interior or exterior of the building without prior consent from FACT.

7.5 All hirers, including organisations, must leave the premises in a clean and tidy condition. Failure to comply may result in additional charge to cover cost of additional cleaning.

7.6 Portable electrical Equipment – All electrical equipment must have a valid PAT test certificate or proof that the equipment is under 12 months old.

8. NOTICE/DISPLAY BOARDS

8.1 The use of community facility notice/display boards is prohibited unless by prior arrangement with FACT.

8.2 No posters, boards, placards, logos, fittings, banners, signs or advertisements or other display materials shall be affixed to any internal or external doors, walls and windows without prior consent being sought from FACT.

9. SMOKING

9.1 FACT operates a no smoking policy in this facility.

10. FOOD SAFETY

10.1 The hirer is required to ensure compliance with the Food Safety Act 1990 and any subsequent related regulations.

10.2 The hirer is expected to familiarise themselves with the facilities available and to ensure that they are adequate for the purpose intended.

10.3 The hirer will be required to remove all reasonable waste from the environs of the facility and where necessary make special arrangements for its removal with a licensed contractor before final vacation of the premises.

11. AMENDMENTS TO CONDITIONS

11.1 FACT reserves the right to amend or add to these conditions of let at any time.

12. COMPLAINTS

12.1 If a customer wishes to complain about any of the facilities that FACT provides then a complaint must be made in writing to FACT.

12.2 Written complaints will be dealt with as soon as practical and will be notified to the FACT Administrator.

12.3 If a customer is not satisfied with the response to a complaint then they have the right to appeal to the FACT Board of Trustees.

13. GENERAL

13.1 For the purpose of these conditions the term 'FACT' shall include persons authorised by them and the term 'hirer' shall also include their employees, their agents, tradesmen, contractors, suppliers and members of the general public entering at the invitation, express or implied, of the hirer or their agents, tradesmen, contractors and suppliers.

13.2 The relevant FACT staff members shall have access to all parts of the community facilities at all times including during periods of let.

13.3 Advice and instructions of FACT Staff must be strictly adhered to at all times during the let.

13.4 FACT Staff or persons authorised by them shall have the right to suspend or take action at their discretion on any matter which, in the opinion of the FACT staff, does not comply with the terms of these conditions, or which they consider necessary in the interests of safety and good order or to deal with any contingency not covered by these conditions of let.