[[1]](#footnote-1)The Pump House Project



# (Hereinafter referred to as TPHP)

# The Old Theatre, Swan Lane, Faringdon, SN7 7AF

**Hall Hire Agreement**

# **Terms & Conditions of Hire**

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. Please ensure that you read and understand this document carefully before signing.

1, TPHP has an absolute right to refuse any booking.

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.

3, The user is responsible for the proper conduct of everyone using the Hall during the period of use and shall do his/her 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 our neighbours, and should keep the main doors to the Hall closed for this reason. TPHP may stop any meeting, entertainment or function which is not properly conducted. If there are concerns that there may be some noise pollution then the TPHP must be advised and permission obtained.

4, 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, this applies also to the areas outside the hall.

5, For safety reasons children must never be allowed in the Kitchen, unless accompanied by a responsible adult.

6, All users must comply with our Health, Safety and Environment Protection (HSE) policy which is available on line. If an accident occurs, however minor, details must be logged in the accident report book.

7, The user must ensure that they comply with any legal obligations regulating how the Hall is used and that any licence or registration which is required or which TPHP 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.

8, Advertisements and publicity for functions held in the Hall must display the name of the person or organisation holding the function.

9, No nails, screws, bolts etc. may be driven into or removed from the walls and fixtures of the Hall and no equipment, furniture or any structures or decorative lighting, posters, placards or notices may be taken into the Hall, or placed or displayed outside it or used there without the written consent of TPHP. Nothing may be affixed to or removed from the floor without prior consent.

10, The user is responsible for all damage done to the Hall and outside areas (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 reported to TPHP and an invoice will be issued to cover all costs or repair/replacement as necessary.

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

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

13, TPHP does not warrant that the Hall is fit either legally or physically for the suggested use.

14, a)The hall must be left clean and tidy, with all crockery washed up and put away and all tables and chairs and other furniture and equipment cleaned down and returned to where they are normally stored before the end of the period of use.

b) Should you turn on the dishwasher, please do not leave until you have emptied said dishwasher and put away the content. Remember to turn the washer off at the plug when finished.

c) It is the responsibility of the user to remove all rubbish from the Hall. Toilets and other communal facilities must also be left clean. Please use the equipment provided to clean the floor.

d)The user must inspect ALL ROOMS used ensuring they are clean and tidy before leaving the building, all electrical room and water heaters and lights must be turned off. Gas central heating and water taps also turned off. If the user fails to observe these conditions, TPHP may recover the cost by making an appropriate charge to the user. In the case of ‘Party Hire’ the user is not responsible for points c and d listed above.

15, If the user is unable or unwilling to leave the Hall in the appropriate clean and tidy state as deemed suitable by staff of TPHP then TPHP reserves the right to retain the deposit in whole/part.

16, To avoid disturbance to our neighbours, users should avoid dropping off or picking up children outside TPHP or along Swan Lane.

17, The user must ensure that there is a minimum of 2 competent attendants on duty at the Hall throughout the duration of the event, none of whom shall be less than 18 years of age.

18, The user must comply with all conditions and regulations made in respect of the premises by the Fire Authority, highly flammable substances are not to be brought into or used in any part of the Hall, nor are internal decorations of a combustible nature (e.g. polystyrene, cotton wool etc.) to be erected without the consent of TPHP. If electrical appliances are brought into the Hall by the user then the user must ensure that these items are safe and in good working order and used in a safe way, they must be PAT registered.

19, The user is responsible for calling the Fire Brigade to any outbreak of fire, however slight, and for reporting this immediately to the Emergency services. The user must ensure that all exits, emergency exits and fire appliances in the Hall are free from obstruction and available for use at all times during the period of use. Fire exits must be kept closed unless used for their actual purpose. The user is responsible for informing all in attendance of the muster point in the garden area at the rear of the Hall in the event of fire, and to point out the fire exits.

20, Safeguarding Adults and Safeguarding Children is considered of the utmost importance by TPHP. Users are required to ensure that they have their own policies or procedures in place that are consistent with these standards, including current DBS Certificates where appropriate.

21, 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. TPHP accepts no responsibility for the user’s failure to comply with these requirements.

22, The Hall is fully insured for any claims due to negligence on the part of TPHP. However, the user must take out its own insurance to cover any other claims which may arise in relation to its use of the Hall.

23, TPHP Trustees, employees and volunteers shall not be liable to the user or to any person using or entering the Hall or outside areas for personal injury or for damage to, loss or theft of any property brought into the Hall, unless caused by the negligence on the part of TPHP. The user shall indemnify TPHP, its Trustees, employees and volunteers against all claims made by, and liability to, any person in respect of such damage, loss or theft.

24, We recommend that the user has a charged mobile telephone on their person and at the premises at all times during the function.

25, In common with all public buildings smoking is not permitted anywhere in the building, on TPHP site or directly to the front of the building.

26, Maximum number of persons to be in the Hall is 120 (this may alter depending on the layout and function being held).

Please check with management prior to the start of your function.

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

28, The garden at the rear of TPHP is the property of Faringdon Town Council, who have kindly consented that activities operated and supervised by TPHP are allowed to use the garden, however all other organisations wanting to use the garden must obtain written permission from FTC beforehand and must have appropriate Public Liability Insurance. They must obtain and complete a booking form from FTC and be in receipt of consent prior to using the garden area. Without the relevant permissions and insurances there must be no entry to the garden area by members of the booking party.

29, No balloons that contain glitter or foil shall be brought into and used within the hall. To do so will immediately result in the loss of the hirers deposit.

30, The Hall has a full alcohol licence and licencee. We reserve the right to allow access to the hall or withdraw the sale of alcohol at any time. Bookings whereby the user provides their own alcohol for consumption will be liable for a corkage charge.

31, All parties must pay the £25 hire fee. This incorporates removal of rubbish and cleaning up afterwards. Regular and one off bookings that are not parties are not liable for this fee.

1. [↑](#footnote-ref-1)