



STANDARD CONDITIONS OF HIRE:

If the Hirer is in any doubt about any condition, please consult the Secretary immediately. By signing the 'Booking Form' it is understood that the hirer has read, and agreed to comply with, all 'Conditions of Hire.'

The Executive Committee of Frampton on Severn Community Association (FCA):

- Is responsible for the Premises Licence / Performing Rights Certification / Compliance with all Fire Regulations relating to the Cadbury Hall premises.
- Has discretion over (i) the requirement of the hirer to pay or (ii) the repayment of any Hire Fees already paid, if the Hirer cancels the booking before the date of the Function.

The Hirer - General conditions

- Must be over 21 years of age.
- Must be present on site for the whole of the Function Time.
- Is responsible for the behaviour of all persons attending the Hirer's function whatever their capacity, including proper supervision of car parking arrangements to avoid obstruction of the highway.
- Must, when tickets are sold (at concerts /dances / discos etc), provide one Steward per 25 people present for safety and to prevent public nuisance inside and outside the premises during and after the function.
- Must not sub-let/use the premises for any unlawful purpose or in any unlawful way nor do anything, or bring anything in, which may endanger the same or any Insurance Policies in respect thereof.
- Must, where large numbers are expected, make suitable arrangements to control parking.
- Must be Health and Safety conscious throughout, attending to any spills or other hazards that occur.
- Must carry out a Health and Safety Risk Assessment prior to their event.

The Hirer - Fire and Other Emergency

- **Must**, at the start of the hire, make themselves and those present familiar with the positions of Alarm Call points and the procedure for evacuation of the premises in the event of fire or other emergency.

NB – the Cadbury Hall/Annexe etc. is provided with adequate means of escape and these routes are clearly indicated. In the event of a power failure exit signs are illuminated automatically.

- **Must** ensure these marked 'escape routes' are not obstructed by tables/chairs etc. and that fire escape doors remain closed except for use during an emergency.
- Must take on the role of Responsible Person and take the appropriate actions in the event of fire or the emergency, if the sole user of the building at the time.

The Hirer – "Insurance"

- Is responsible for making all necessary arrangements to insure against any third party claims which lie against him/her or his/her organisation whilst using the Cadbury Hall premises for any function/event.
- is to ensure that suitable liability insurance is in place for any extra facilities hired in. N.B. FCA carries Public Liability Insurance only in respect of its own property but accepts no other liability whatsoever. **FCA Insurance does NOT COVER hirer's property or the hirer's Public Liability.**

The Hirer - The Building

- If sole user of the building at the time, is responsible for the supervision/security of the building, the fabric and contents of the building, and the prevention from damage (however slight).
- If there are other users present in the building, is responsible for the supervision/security of their part of the building, the fabric and contents of their part, and the prevention from damage (however slight).
- Must ensure, in the interests of safety, that all children remain within the areas hired and be supervised by an adult.
- Must ensure that young children are supervised when using hot water taps, the water can be very hot.
- Must ensure that any electrical equipment used has a valid Portable Appliance Testing (PAT) certificate.
- Must ensure that **NO dogs** (other than assistance dogs) are allowed in the building.
- Must ensure that any spills etc are cleared up immediately to prevent hazards to others.
- Must take due care when using steps, ladders etc for decoration of any room.
- Is responsible for leaving the building (or their part of the building) and surrounds at the end of the booking clean and tidy. **ALL RUBBISH including nappies and food waste must be removed from the building.** Please ensure that, if you use contract caterers, they take all their rubbish away off site, **and do not use the outside bins.**
- Must return correctly any items temporarily moved back to their usual positions and ensure that all windows/doors are checked and secured prior to the hirer leaving the building.

The Hirer - "Decorations"

- **Absolutely no pins, glues, adhesive tape or other fixing materials ('Blu Tac' /'White Tac' etc.)** shall be applied to any wall/door/window surface. Please note that there are permanent 'hooks' positioned around the walls for the hanging or attachment of balloons/banners etc. Any damage to paintwork etc. will incur an extra charge for the remedial work required.

The Hirer – "Advertising"

- shall ensure that any 'advertisements' of functions/events to be held at the Cadbury Hall meet the requirements of the Advertising Standards Agency.
- shall first agree with the Trustees of FCA any use of any Cadbury Hall notice boards to advertise any event/service (e.g. 'Disco' providers).
- use of 'fly posters' advertising events at the Cadbury Hall may incur a fine of up to £1000. Under no circumstances does FCA condone this activity.

The Hirer – "Sale of Goods"

- shall, if selling any goods on the Cadbury Hall premises, comply with all Food Standards and Fair Trading Legislation and any 'codes of practice' issued in connection with such sales.
- in particular, shall ensure that the total prices of all goods or services are prominently displayed, as shall be the organiser's/seller's name(s) and address(es).

The Hirer – "Food "

- if any food is being served/provided as part of the function/event, the hirer **must** ensure that **Food Safety Regulations** are strictly observed. A 'guide' for your information is attached.
- **All food waste must** be removed from the building.

The Hirer – "Hire of bouncy castles"

- The hirer is to have their **own Public Liability Insurance** cover for the castle, unless they hire in a supervisor who then has to have Public Liability Insurance cover instead.
- The hirer must agree to the FCA Bouncy Castle Hire Terms and Conditions:

FCA BOUNCY CASTLE HIRE TERMS & CONDITIONS

As the Bouncy Castle is not supervised by the FCA, the FCA's Public Liability insurance does not provide any insurance cover for this activity.

The FCA cannot accept any responsibility or liability for injury or Loss sustained to any persons through the use of the Bouncy Castle.

For insurance reasons and for the safety of all, the following are the conditions of the use for Bouncy Castles in the Cadbury Hall, and are to be adhered to:

An adult representative is to act in a supervisory capacity at all times. The supervisor must:

- Prevent over-crowding and ensure the children using it do not exceed the manufacturer's recommendations for numbers.
- Only allow children of a similar age and size on the castle at any one time. Ensure children over the age of 12 years of age do not use the castle.
- Don't allow users to climb or hang on the walls of the castle.
- Ensure that soft gym mats are kept positioned to cover any hard surface at the open front of the castle.
- Ensure all users of the castle remove any potentially dangerous objects, such as jewellery, buckles, shoes etc before use.
- No food / drinks / liquids to be allowed on the Bouncy Castle.
- Ensure the Bouncy Castle is securely held in place, ie, using weights or sandbags.
- Ensure the Castle is never used outside.

Important note: "Security Deposit"

In addition to all the hire fees listed, the Trustees of Frampton Community Association require the Hirer to provide a **'returnable Security Deposit of £75'** with each booking.

Any breach of the 'Conditions of Hire' may result in all or part of this Security Deposit being withheld. [This 'security deposit' will be retained by the treasurer and will not be 'banked'.]

In particular, the Security Deposits may be partly or fully withheld for the following reasons:

- Damage to fabric, furnishings or contents;
- The need for any "additional" cleaning before use of facilities (including toilets) by any subsequent hirer. (This also includes the 'tidy / re-storage' of chairs /tables if used, and the removal of rubbish);
- If any unauthorised alcoholic drink is brought onto the premises by hirer or their guests without the agreement of the Bookings Secretary. (Please see separate notes regarding 'supply of alcohol')
- If any unreasonable disturbance is caused to occupiers of neighbouring properties.

In the event of damage etc. in excess of £75, the hirer shall be required to reimburse Frampton Community Association for the full costs of all repairs/replacement of fittings etc. as needed.