

The Rajar Building



GENERAL CONDITIONS OF HIRE

DEFINITIONS

- The BUILDING means the Rajar Building and its environs.
- The PREMISES means that part of the BUILDING described in the AGREEMENT and other public spaces such as the Foyer, corridors and toilets.
- The HIRER means the person hiring the PREMISES either as an individual or as the representative of an organisation.
- The AGREEMENT means the document signed by the HIRER and which details that part of the BUILDING that has been hired.
- The HIRER means the person signing the Hire AGREEMENT. Where the HIRER is representing an organisation then that organisation will also be considered as the HIRER and shall be jointly liable with the signatory.
- The COMMITTEE means the Rajar Building Management Committee
- The BOOKING CLERK means the person authorised by the COMMITTEE to accept and administer bookings.
- The RESPONSIBLE OFFICER means a representative of the BUILDING authorised by the COMMITTEE.
- The HIRE PERIOD means the date(s) and time(s) referred to in the Booking Form, the AGREEMENT and any other correspondence relating to the hire.
- A MINOR means any person under the age of Eighteen.
- An ADULT means any person aged Eighteen or over.

HIRE OF THE PREMISES

- The HIRER is permitted to enter the PREMISES at any time during the HIRE PERIOD.
- The HIRER is not permitted to use or enter the PREMISES at any time other than the specific hours detailed in the AGREEMENT unless special arrangements have been made with the BOOKING CLERK.
- The HIRER is not permitted to assign or sublet the PREMISES or any part of it or use the PREMISES for any purpose save that described in the AGREEMENT.
- Nothing in the AGREEMENT to which these conditions are annexed shall create any lease or tenancy of the PREMISES and the HIRER shall at no time be entitled to exclusive occupation of the PREMISES.
- With the exception of an assistance dog, no animal may be brought onto the PREMISES without prior consent of the BOOKING CLERK.

- The HIRER shall ensure on leaving the PREMISES that all windows are securely shut, lights turned off and any radiator settings that have been altered are returned to their original setting.
- All property and equipment brought to the PREMISES by the HIRER must be removed at the end of the HIRE PERIOD unless a prior arrangement has been made with the BOOKING CLERK in which case such property is left entirely at the HIRERS risk.
- The COMMITTEE reserve the right to apply storage charges for any property and equipment which for convenience the HIRER wishes to keep on the PREMISES.
- The COMMITTEE reserve the right to dispose as they think fit, any property left at the PREMISES without the permission.

The HIRER shall leave the PREMISES in a clean and tidy condition. This includes the Kitchen if used and public areas.

The COMMITTEE reserve the right to charge for any cleaning required caused by the HIRER not leaving the PREMISES in an acceptable condition.

SUPERVISION AND RESPONSIBILITY

- The HIRER shall be 21 years of age or over.
- The HIRER will be in charge of and will be present on the PREMISES at all times during the period of hire.
- The HIRER shall take good care of the PREMISES and shall ensure that during the HIRE PERIOD no damage is done to the PREMISES or any other part of the BUILDING. The HIRER will be charged for any damages caused during the HIRE PERIOD the cost of which will be certified by the RESPONSIBLE OFFICER.
- The HIRER will ensure that no illegal drugs or other substances will be used in the PREMISES or in any other part of the BUILDING.

SUPERVISION OF AGED USERS AND USERS WITH DISABILITIES

- The HIRER is responsible for providing suitably qualified helpers for any users that may require assistance especially during an emergency.

SUPERVISION OF MINORS

- The HIRER is responsible for providing suitably qualified supervision for minors in accordance with the recommendations made by the NSPCC (<https://learning.nspcc.org.uk>) which are:
 - 0-2 years, one ADULT to three minors.
 - 2-3 years, one ADULT to four minors.
 - 4-8 years, one ADULT to six minors.
 - 9-12 years, one ADULT to eight minors.
 - 13-18 years, one ADULT to ten minors.

SAFETY COMPLIANCE

- The HIRER must ensure good conduct and shall take or ensure that there are taken, all precautions for the safety of the PREMISES and of persons thereon.
- The HIRER must ensure that no obstructions exist in the way of all access doors and fire exits leading to/from the PREMISES and that due notice is taken of the Emergency Safety Notices, location and use of the manual fire alarms and means of calling the emergency services.
- Unauthorised modification or alteration of any equipment and/or lighting is prohibited.
- Unauthorised repair to any electrical installation in the PREMISES is prohibited.
- The HIRER shall ensure that any electrical equipment brought into the PREMISES has been inspected by a qualified electrician and certified as safe to use.

- No naked lights are to be used at any time within the PREMISES or anywhere else in the Building nor is the HIRER permitted to bring any explosives or any other pyrotechnics into the BUILDING.
- No portable heaters are to be used at any time within the PREMISES or anywhere else in the building unless they have been provided by the COMMITTEE.

FIRE PRECAUTIONS

- In the event of a fire the HIRER must:
 - Ensure the PREMISES are immediately vacated by the nearest available exit to the muster point(s) detailed on the Emergency Safety Notices. Persons should not stop to collect personal belongings
 - Call the Fire Brigade by using the emergency number 999 or 911.
- The BUILDING must not be re-entered until the Fire Brigade have said it is safe to do so.
- The HIRER should contact the BOOKING CLERK or a member of the COMMITTEE as soon as it is safe to do so.

RECORDING OF ANY INCIDENT

- Any incident occurring on the PREMISES, must be recorded in the record book which is kept in the kitchen. The record should include:
 - Date and Time of the incident.
 - Name, address and contact details of the person recording the incident.
 - Name, address and contact details of any injured party.
 - A description of the incident and any injuries.
 - Cause of the incident (if known).
 - Names, address and contact details of any witnesses.
 - Whether medical assistance was required.
 - Signature of the HIRER and witnesses (if any).

LICENCES

- The PREMISES will not be licenced for liquor, although alcoholic drinks may be served gratis by the HIRER. The Committee discourage the consumption of alcohol by anyone under the age of 18 years.

NOISE AND DISTURBANCE

- Noise shall be kept to a minimum at all times and due consideration shall be given to other users of the property and near neighbours.
- No noise shall be generated between 2300 hrs – 0800 hrs.
- Nothing shall be displayed outside any part of the PREMISES without the prior consent of the BOOKING CLERK which consent may be withdrawn at any time without giving any reason for such withdrawal.

PAYMENT

- An invoice will be raised to cover the hire of the BUILDING and payment can be made by Bankers Transfer a/c Sort Code 60-12-30 account number 81390408 or by a cheque sent to the BOOKING CLERK made out in favour of Mobberley Parish Council.

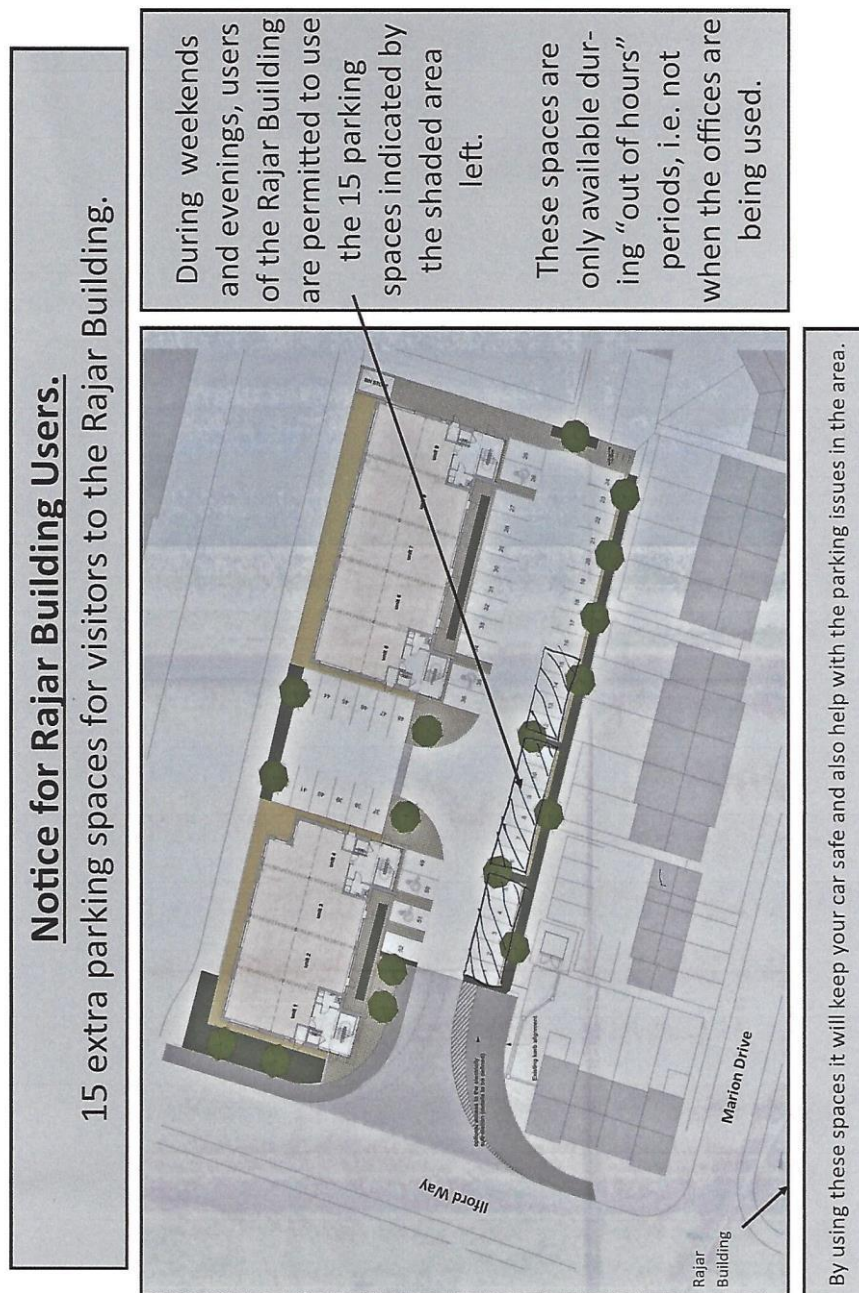
CANCELLATION

- Mobberley Parish Council retain the right to cancel the hiring at any time without giving a reason. In this event any monies paid will be refunded to the prospective HIRER.

- Bookings cancelled 14 days prior or more to the HIRE PERIOD will be subject to a cancellation charge equivalent to 25% of the total hire charge.
- Bookings cancelled within 14 days of the HIRE PERIOD will be subject to a cancellation charge equivalent to 100% of the total hire charge.
- The BOOKING CLERK has the absolute discretion to waive the cancellation charge in the event that a replacement booking has become available.

PARKING

- Spaces marked 'R' at the rear of the property are for users of the BUILDING. During weekend and evening hire the Building has extra spaces for parking vehicles – see below for location. During evening hire the spaces marked SV may be used.



Additional Terms and Conditions relating to Covid - 19

HIRER'S RESPONSIBILITIES

The HIRER is responsible for ensuring that the latest Government guidelines are followed during the period of hire. (<https://www.gov.uk/government/publications/covid-19-guidance-for-the-safe-use-of-multi-purpose-community-facilities/covid-19-guidance-for-the-safe-use-of-multi-purpose-community-facilities>)

- Where practical seating should be arranged side by side rather than face to face.
- The HIRER should consider increasing the ventilation by opening windows and external doors. For this purpose is acceptable to open any fire exit doors for the duration of the HIRE PERIOD. Please note that all windows and doors must be closed at the end of the event.
- Users of the PREMISES must take note of Government guidance regarding handwashing and the use of hand sanitisers.
- At the conclusion of the event the HIRER is responsible for the sanitisation of any frequently touched surfaces and any equipment used such as tables, chairs, exercise mats etc.
- The HIRER is responsible for the collection and proper disposal of any rubbish generated during the event.
- Should anybody display Covid-19 symptoms during an event then the HIRER is required to:
 - Terminate the event
 - Arrange for the unwell person to be taken home
 - Ventilate the affected PREMISES
 - Dispose of all rubbish
 - Notify the Clerk to the Council.