

TERMS AND CONDITIONS OF HIRE

1. Acceptance of bookings

- (a) Hirers must be at least 18 years old.
- (b) The acceptance of bookings is at the discretion of Hill House, St Helier. The reason for declining a booking may be withheld.
- (c) The acceptance of a booking is conditional upon the Hirer completing and signing the Booking Form, thereby accepting these Terms and Conditions. Once signed by the Hirer, the Booking Form constitutes a legal agreement to hire.

2. Hire fees

- (a) The Hill House will provide details of the applicable hire fee for a specific booking. For a single event, the hire fee is payable upon arranging the booking. If the fee has not been paid within 14 days before the booking date, the Hill House reserves the right to cancel the booking.
- (b) At the discretion of the Hill House and the Finance department, regular hirers may be invoiced monthly in arrears.

3. Safeguarding Policy

- (a) When using the Hall for the purpose of running a group to provide services to children and/or adults at risk or for organizing an event where children and/or adults at risk will be present, it is solely the responsibility of the Hirer to have the appropriate policies and procedures in place in accordance with legislation, including obtaining the necessary DBS clearances. The Hirer may be requested to provide evidence of compliance with this requirement.
- (b) A copy of the Hill House Health and Safety Policy is attached.

4. Insurance

- (a) It is the sole responsibility of Hirers to ensure they have the right Public Liability and/or other insurance coverage in place for the event being held.
- (b) The Hirer is responsible for ensuring that any third party, such as a catering company or equipment operator hired to bring items like bouncy castles onto the premises, has the relevant and proper insurance, including public liability insurance.
- (c) If the Hirer is operating as a business, they are responsible for ensuring that they have the relevant and proper insurance, including public liability insurance.

5. Equipment

- (a) The use of all the equipment in the Hall is included in the hire fee.
- (b) It is the sole responsibility of the Hirer to ensure that any other equipment brought into the Hall by the Hirer for use has been tested in compliance with current PAT legislation (electrical equipment) and is fit for purpose.

6. Damages and deposit

- (a) A deposit of £300 for weekends and £150 for weekdays for using the hall is payable when the booking is confirmed, although this may be waived at the discretion of Hill House.
- (b) If a deposit has been paid and no damage, as listed in (c) below, has occurred, the deposit will be returned to the Hirer within 21 days of the event taking place.
- (c) The Hirer is liable for:
 - The cost of repairing any damage to the Hall, its equipment, facilities, or surroundings, including the car park and outside grounds.
 - The replacement cost of anything broken or missing after the event.
 - Any damage or injury sustained by Hall officials or their individual property because of the event taking place.
- (d) If a deposit has been paid and the total cost of damage and injury is less than the deposit, the balance will be paid to the Hirer as soon as possible after the costs have been determined. If the total cost of damage and injury exceeds any deposit paid, the Hirer will be invoiced for the net amount due.
- (e) In the event that the booking extends beyond the agreed-upon time slot, the discretion to retain the full deposit rests with Hill House. If the Hirer exceeds the booked hour without prior authorization, Hill House reserves the right to withhold the entire deposit as compensation for the extended use of the hall. Any additional charges incurred due to the overstay will also be communicated to the Hirer and deducted from the deposit accordingly.
- (f) If the venue is left in an unclean or disorderly state, resulting in extra cleaning costs, Hill House will deduct the corresponding amount from the deposit as well.

7. Cancellation

- (a) No refund of the hire fee will be provided if the booking is cancelled by the Hirer 14 or fewer days before the scheduled event.
- (b) 50% of the hire fee, whichever is greater, will be retained if the booking is cancelled by the Hirer more than 14 days but less than 28 days before the scheduled event.
- (c) A full refund of the hire fee will be issued if the booking is cancelled by the Hirer 29 days before the scheduled event.

(d) Charges or repayments due to cancellation will be processed within 21 days of receiving the cancellation notice.

(e) In the event of Hill House cancelling an event at any time, the hire fee and any damage deposit will be refunded to the Hirer. No further payment in lieu of such cancellation will be made.

8. Care of the premises, fabric and equipment

(a) No pins, tacks, or nails may be used to affix items to any part of the Hall. Any damage to paint or walls resulting from the use of fixings or sticky tape may lead to the Hirer being charged, which could be deducted from the deposit to cover the repair costs.

(b) At the end of the hire period, the Hirer must ensure that the Hall and its surrounding area are left in a clean and tidy condition. All tables and chairs should be returned to the storage area and stacked neatly. Hall crockery and cutlery must be washed, dried, and put away.

(c) The fridge freezers must also be left clean, including the removal of any food brought in by the Hirer and cleaning up any spills or marks.

(d) All cleaning materials are available for use by Hirers in the cleaning cupboard located in front of the entrance doors. A charge may be imposed if the Hall and its surrounding area are not left in a clean and tidy condition, and this amount would be deducted from the deposit.

(e) At the end of the hire period, all windows and doors should be closed, and all taps, lights, electrical equipment, and plugs must be switched off. The Hirer must remove all their own rubbish and place it in the bins located at the back of the car park.

(f) Any damage or breakages must be reported to the Caretaker.

9. Hirer's attendance during the hire period

(a) The Hirer must arrive at the booked start time to meet the caretaker for a brief handover, and the Hirer must remain present during the hire period unless otherwise agreed.

(b) If the Hirer decides to leave earlier than the agreed finish time, they must contact the caretaker. If the caretaker is unavailable to return earlier, the Hirer must wait for the caretaker to arrive before vacating the premises. The caretaker will conduct a walk-around, performing necessary checks, and if everything is in order, they will lock and secure the building and grounds.

(c) The Hirer will be responsible for:

- Properly supervising the building, its structure, and the use of its contents and facilities in accordance with these Terms and Conditions.
- Managing the behaviour of individuals present at the event.
- Ensuring compliance with the Hall's no-smoking policy.
- Keeping the Fire Exits clear (Fire evaluation procedure is attached).
- Supervising the use of external areas, including the car park, to ensure safety and minimize disturbance to residents and passing traffic.
- Ensuring that the car park is limited to a capacity of no more than 40 cars and that its use is not abused, with no cars parked on the grass area.
- Ensuring that the declared number of attendees at the event is not exceeded.
- Leaving the hall, bathrooms, corridors leading to the bathrooms, and the surrounding outside grounds (i.e., car park) clean and tidy before the end of the booking. Failure to do so may result in a loss of the deposit.
- Being held liable in the event of (i) activation of fire alarm points in any circumstances other than a fire-related emergency, and (ii) activation of fire alarms due to smoke, such as fog machines, cigarettes, e-cigarettes, vapes, or sparklers.
- Evacuating the premises in the event of a fire and promptly notifying the emergency services by dialling 999.

(d) Contacting the caretaker before vacating the premises. The caretaker will come to lock and secure the Hall once the event is finished.

10. Maximum numbers attending events

(a) There are limits on the number of people who may attend events, which depend on the rooms hired and the required set-up configuration. The maximum number of attendees for the event must be communicated to Hill House at the time of booking and must not exceed the specified limits.

11. Gaming, Betting, and Lotteries

(a) The Hirer must ensure that no activities are conducted on or in relation to the premises that violate laws related to gaming, betting, and lotteries.

12. Playing of music

(a) The Hirer must ensure that they hold the necessary license for the performance of live music and the playing of recorded music.

13. Serving/sale of alcohol

- (a) The Hall does not have an alcohol license. Therefore, the Hirer is responsible for obtaining any necessary licenses for the sale or supply of intoxicating liquor, whether for consumption on the premises.
- (b) Hirers who wish to sell alcohol at an event in the Hall must hold a Temporary Event Notice. No alcohol may be sold to individuals under 18 years of age.
- (c) The serving and supply of alcohol are permitted within the Hall and its immediate surroundings, but not beyond the premises.
- (d) The Hirer is responsible for ensuring that individuals consuming alcohol on the premises do so responsibly and in moderation, without causing any damage to the building or surrounding grounds or becoming a nuisance to residents. The Hall may be held responsible for any anti-social behaviour resulting from excessive or irresponsible alcohol consumption.

14. Serving of food

- (a) Hirers who are involved in preparing, serving, or selling food must take sole responsibility for observing and complying with all relevant food and health regulations.
- (b) Dairy products, vegetables, and meat present on the premises must be stored and refrigerated in accordance with food temperature regulations. The kitchen is equipped with refrigerators and a freezer.

15. Managing and guarding against emergencies

- (a) Fire extinguishers are located throughout the Hall and must not be moved unless they are being used.
- (b) A copy of the Hall's emergency evacuation procedure is attached. At the start of the event, the Hirer must inform attendees about the evacuation procedures, the location of emergency exits, and the availability of fire extinguishers. In the event of a fire, the designated fire assembly point is located on the grass area opposite the main door of the Hall or on the grass area near the side door of the Hall.
- (c) The large doors at the back of the main Hall must remain unlocked throughout the event.

16. Noise limitation

- (a) The Hirer bears sole responsibility for ensuring that the activities taking place at the Hall or the departure of attendees do not disturb the residents. If music is being played or any other noisy activities are taking place, the doors of the main Hall must be closed.
- (b) On Sundays, Mondays, Tuesdays, Wednesdays, and Thursdays, the music will be turned off at 9 PM. On Fridays and Saturdays, the music will be turned off at 10:00 PM and 11 PM, respectively.

(c) Additionally, the Hirer must ensure that the car park area remains quiet to avoid disturbance to nearby residents.

17. Stored Equipment

(a) The Hill House assumes no responsibility for any equipment or other property stored or left on the premises, and all liability for loss or damage is hereby waived. All equipment and property (excluding stored equipment) must be removed at the conclusion of each hiring. Otherwise, fees will be charged at the applicable hire fee per day or part thereof until the items are removed.

18. Car Parking

(a) Vehicles are parked at the owner's risk and should only be parked in designated spaces. The area beside the hall is reserved for emergency vehicle use but may be temporarily used for unloading purposes. Parking on the grass is prohibited, and any violation of this rule may result in the loss of the deposit. Additionally, vehicles must not be parked in a manner that causes a nuisance to nearby residents.

19. No Rights

(a) The agreement to hire constitutes permission only to use the premises and does not confer any tenancy or other right of occupation upon the Hirer.

20. Comments

(a) If you have a comment, please contact the Hill House in the first instance at 02086483917 or email us at hillhouse@peoplearisenow.org.

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Hill House Community Centre