

## **The Old Endowed School (TOES) – Hiring Conditions**

TOES is a charity established to serve the community of Rodborough. The Old Endowed School Building is available to hire by individuals and community groups for ad-hoc events and for regular use.

The Old Endowed School Building is owned by the Parochial Church Council of St Mary Magdalene Church. The Building is managed on behalf of the community by the TOES Management Committee. Enquiries about potential hire for the building may be made to the Hirings Administrator, Louise Ratcliffe (Tel 01453-753365) , the Clergy (Tel 01453-752659) or any other member of the Management Committee

A Hirer is any person, group or organisation hiring all or part of the The Old Endowed School Building.

Hiring does not grant any interest or estate in the premises.

Within the building are a number of different rooms and facilities that may be rented independently or together by groups of Hirers. The rates for hiring, and the terms and conditions for Hirers are set by the Management Committee

### **APPLICATION TO HIRE TOES**

- Application to hire TOES for an event should be made to the Hirings administrator
- The right to refuse any application to hire the facilities is reserved to the Management Committee. The Committee may refuse an application if the proposed event presents a risk of public disorder or of alienating TOES' owners, beneficiaries or supporters.
- All arrangements for use of TOES facilities are subject to the right of the Management Committee to cancel bookings when the premises are required for public use, for example as a polling station or in support of a Civic Church Service, or when the premises are unfit for the hirers intended use. Regular hirers may also be asked to agree to a temporary change of facilities to accommodate the needs of other customers.
- Hirers who plan to hold an event that requires an alcohol licence, gaming licence, performing rights licence or video licence must state this at the time of application. Permission will normally be granted, but as the number of Temporary Event licences granted to TOES is limited, prospective hirers are advised not proceed with detailed event planning until their booking is confirmed
- Bookings are not confirmed until the hire fee has been received and a booking confirmation note issued and, where relevant evidence of appropriate public use licences has been provided.
- Hire fees are shown separately. They are reviewed annually by the Management Committee at the first Management Committee meeting following the Annual General Meeting. The new rates will apply from the beginning of the next calendar month. Changes to hire fees may exceptionally be made at other times at the discretion of the Management Committee to reflect changing circumstances.



- Applicants to hire must be over 18 years old and will be held responsible for seeing that the terms of hire are adhered to by all users at their event.

## HOURS OF USE

The Building is normally available for use between 8 am and 11.30 pm each day. Hirers are asked to be considerate to TOES neighbours when arriving and leaving the premises, particularly with regard to noise levels.

Temporary extensions to hours of use may be granted by the Management Committee, but neither live entertainment nor use of amplification equipment is permitted after 11.30 pm

## MAXIMUM CAPACITY

The upper hall will accommodate up to 120 people (70 seated at tables). The larger ground floor hall will accommodate 50 (30 at tables) and the smaller downstairs room 35 (20 at tables).

It should not be assumed that a booking ensures exclusivity in any area although every reasonable step will be taken by the Management Committee to ensure any private function is not disturbed.

Agents of the Owners and members of the Management Committee have a right to enter the premises at all times.

## HEALTH AND SAFETY

The Management Committee give no warranty that the premises are legally or physically fit or suitable for the Hirers purposes and the Hirer must satisfy themselves as to the suitability before committing to hire.

The Hirer is the responsible person in terms of Health and Safety rules and the Fire Safety Regulations pertaining to their use of the building and must ensure:

- No obstructions are placed in gangways or exits
- No gas cylinders, highly inflammable materials, or pyrotechnics may be brought into the building
- That an appropriate Risk Assessment is completed for their planned event
- That suitable and adequate supervision is present at the event and throughout the period of hire.
- That all reasonable precautions are taken to ensure the health and safety of all users of the Building during the period of hire.
- Fire fighting equipment must not be tampered with.
- Any electrical equipment brought into the building must comply with the Electricity at Work Regulations. The Management Committee disclaims responsibility for any claims or costs arising from the use of such equipment.
- Hirers are advised to have access to a mobile telephone throughout the event in case of emergency. There is no public telephone in the building.



- The Management Committee does not provide a First Aid kit for general use. Each group using the Building is required to make its own provision.
- Kitchen facilities are available but these are not suitable for food preparation for events. Pre-prepared food can be served from the kitchen provided that the food handlers have the relevant food hygiene certificates.

## **HIRERS UNDERTAKINGS**

The hirer undertakes:

- To be responsible for the premises and the behaviour of all persons connected with the hiring and their car parking arrangements
- To take all reasonable precautions for the health and safety of all Building occupants during the hire period.
- To prevent the premises being used in any way that might cause annoyance or hazard to others in the vicinity
- That when hosting an event with public entertainment to ensure at least two responsible adults designated as event supervisors remain on the premises throughout the period of the event.
- That when the majority of attendees at the event are under 18 or classified as 'vulnerable adults', then the hirer is also responsible for ensuring that the provisions of the Childrens Act 1989, including CRB checks for supervisors, are complied with. The Management Committee may wish to see evidence of these arrangements before the event or regular use of the Building is permitted.
- To prevent damage to any part of the premises which includes, but is not limited to, any decorations, furniture, fixtures, fittings or building fabric.
- Not to affix decorations to any of the surfaces or paintwork. Decorations made of appropriate flame-retardant materials may be affixed only to the designated mounting points. No nails, tacks, screws or similar objects shall be driven into the furniture, walls, floor, or any other part of the building.
- Not to remove alter or add to any furniture, fittings, electrical equipment or heating and lighting systems without prior written agreement
- To ensure that all equipment and furniture used during the event is cleaned and returned to its original location and condition at the end of the hire period. This may include returning folding tables and stacking chairs to the relevant storage areas.
- To remove all food waste and litter from the premises and its grounds at the end of the event.
- To prevent smoking in any part of the building
- To prevent consumption of alcohol, gambling or performance of music or film unless the relevant licences have been obtained for the event. Copies of these licences must be submitted to the Hirings Administrator before the hall may be used.
- Indemnify the Management Committee from and against all actions, proceedings, cost claims and demands or other liability that arise in any way from breach by the hirer of any of



the regulations concerned with the permitted use of the premises (for example, copyright, performing rights licensing, gaming laws, fire regulations or health and safety regulations)

- At the end of the hire period, to ensure the Building is securely locked and the key is returned to the Hiring Administrator as arranged.

#### **DAMAGE OR LOSS**

- The Hirer shall reimburse the Management Committee on demand the cost of repair or replacement to any part of the premises whose damage was connected to the hiring, and to reimburse any consequential loss of income resulting from the premises not being available for a subsequent hirer during the period of repairs.
- In the event of any damage resulting from the hiring, the Hirer will be notified at the first opportunity and if reasonable and possible be invited to inspect the damage.
- The Management Committee will not accept for safe keeping any article that may be left on the premises after a function has finished.
- The Management Committee will not be liable for any loss or damage to individuals or property arising during or in connection with the hire. Hirers are advised to ensure sufficient appropriate Insurance cover for their event.

#### **CARS AND OTHER VEHICLES**

There is very limited parking in the immediate vicinity of TOES. Parking is, however, permitted in areas of Walkley Hill. Vehicle users coming to events at TOES are respectfully asked to show consideration to the residents in the Area when parking.

Those attending the Hire are responsible for the safety of their vehicles and the contents thereof, and TOES will not in the absence of liability accept any responsibility for loss or damage caused to vehicles or their contents during or in connection with the hire.

Subject to availability, vehicles may temporarily use one of the designated church ministers parking bays in Church Place for the purpose of loading or unloading materials connected with the hire, but such vehicles should be removed and parked elsewhere throughout the duration of the function.

**No vehicles** are to obstruct Church Place or park adjacent to TOES as Emergency Service access is required at all times

#### **GENERAL**

The Hirer shall have use of the accommodation for the period and purposes stated in the booking form only, and he or she will be responsible for ensuring that the premises are vacated by the finishing time stated at the time of booking.

Unless another Hirer has a booking, the Management Committee may allow a Hirer to leave goods or equipment on the premises overnight before or after a function. Storage will not normally be charged when permitted, but the Management Committee cannot be held responsible for damage to, or the loss or theft of Hirers property and effects.



All amendments must be agreed in writing.

**HIRERS ACCEPTANCE OF TERMS**

I have read and understand the conditions of hire and agree to abide by them.

I.....(Name)

Accept the above terms of hire

Signed..... Date.....

TOES Management Committee holds the right to amend this policy without prior agreement of the Hirer. Any changes will be passed to the Hirer within one calendar month of the amendment.



**TOES – APPLICATION FOR HIRE OF FACILITIES**

Name of Hirer.....

Address of Hirer.....

Daytime Telephone number..... Evening Number.....

Details of requirements. Please Tick relevant boxes.

Upper Hall		Upper Kitchen			
Lower Hall		Lower Coffee room		Small downstairs Hall	
Date		Start Time		End Time	
Day of week					
Numbers attending				Vulnerable Adults or Minors attending?	Y/N

Nature of Activity

Equipment to use (Tables Chairs)

Equipment to bring in (Electrical equipment must be PAT tested)

I hereby make application for hire of the accommodation and facilities stated and agree to abide by the conditions of use in the attached, signed documentation

**Public liability Insurance is NOT being provided by TOES and I can confirm that I have arranged appropriate indemnity of TOES Management committee**

Signed..... Name..... Date.....

