

# Langton Hall

## Standard Conditions of Hire - Terms & Conditions

Langton Avenue Chelmsford Essex CM1 2BP

Issue 5 – July 2019

The management of the Langton Hall (“the Hall”) is vested in the Langton Hall Management Committee( “the Committee”) which is empowered to make rules, or to withdraw or amend them at any time and which reserves the right of entry to the Hall at all times. These standard terms and conditions apply to all hiring's of the Hall and meeting rooms.

### **1.Age and responsibility**

ALL BOOKINGS of Langton Hall will only be accepted by person(s) of 21 years of age or over. The hirer who signs this document shall accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met

He/She shall not be engaged in any duties which prevent him/her from exercising general supervision. The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction on the highway. As directed by the Hall Secretary, the Hirer shall make good, or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents. Assessment of any such damages is at the sole discretion of the Hall Committee.

The HIRER shall ensure that any activities for children and vulnerable persons shall be organised in accordance with the correct legislation and legal checks. Where required/requested an individual's DBS reference number requested by the management committee.

FOR CHILDREN'S PARTIES, i.e. those under twelve years old

- a) The hirer agrees to provide supervision at the ration of one adult per 5 children. The Hirer agrees to monitor all children throughout Langton Hall including in the toilet area(s).
- b) Bouncy castles/inflatables are not permitted without prior consultation and consent of the management committee.

The hirer must ensure that the maximum number in attendance at any function or event does not exceed 100 (80 seated) and that 3 people (over the age of 21) are present. If guests are under the age of 21 a minimum of 4 people (over the age of 21) must be present.

Teen parties need prior approval and are at the discretion of the management committee.

## **2. Use of premises**

Facilities are available to hire for the use of regular and ad hoc hirers between the hours of 8:00-23.00 Monday – Saturday. Any exception to this are at the digression of the management committee.

All Hirers must vacate the premises by the time stated on the agreement. Failure to do so will result in additional charges being incurred by the Hirer.

The HIRER shall ensure that no animals (including birds) except assistance dogs are brought into the premises, other than for a special event agreed to by the management committee. No animals whatsoever are to enter the kitchen at any time.

### **Explosives and Flammable Substances**

The Hirer shall ensure that any such substances (or LPG appliances) are not brought onto the premises.

The HIRER shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

## **3. Means of escape**

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

## **4. Smoking**

The Hall and surrounding areas are **NO SMOKING**. Hirers are responsible for ensuring that smoking does not take place in any part of the building or grounds.

## **5. Alcohol and Food**

The Hall is NOT licensed for the sale of alcohol - if the Hirer wishes to dispense alcohol other than as a free gift the Hirer may, with the Committee's written approval apply to Chelmsford City Council for a Temporary Event Notice permitting the sale of alcohol. The Hirer will be responsible for the payment of any fees associated with the application for a Temporary Event Notice. The Hirer should also note that free tap water must be available from the bar for any event making use of a Temporary Event Notice. If a Temporary Event Notice is obtained without the prior written approval of the Committee then the Hirer will be considered to have breached the hire conditions and it will be at the sole discretion of the Committee as to whether or not to refund any deposit.

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. Food must be stored appropriately to compliance with the Food Temperature Regulations. The Hall is provided with a refrigerator and freezer, and any food or drink placed in these must be removed at the end of the hiring period.

## **7. Noise**

The Hall is close to domestic premises and the Hirer is required to ensure that residents are not unduly disturbed by noise particularly if outside areas are used or by guests arriving and leaving the event. If amplified music or speech is used then all the doors and windows must be kept closed.

## **8.Damage**

No additional lights or extensions from the existing electric light fittings shall be used nor shall the electrical circuits in the hall be overloaded.

The use of French chalk, abrasive material, BlueTrack, sellotape or water on the floor of the hall is forbidden and no bolts, nails, tacks, screws, pins or other like objects shall be driven into any part of the Hall nor shall any flags, emblems, signs, placards or other material be displayed on any outside part of the Hall.

The Hirer must report all accidents involving injury to the public to the Bookings Secretary as soon as possible and complete the relevant section in the Langton Hall's accident book located in the foyer. Any failure of equipment belonging to the Hall must also be reported as soon as possible.

The MANAGEMENT COMMITTEE accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed. The Management Committee may, use its discretion in any of the following circumstances:

- a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended
- b) Failure by the Hirer to remove property brought on to the premises after the period of hire may result in the Management Committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

## **9.Fire Safety.**

All Hirers should read and familiarise themselves with the emergency "In Case Of Fire" procedure. The Committee is responsible for the provision and routine maintenance of fire safety equipment based on its own risk assessments. The Hirer or someone appointed by the Hirer is responsible for ensuring that

- a) A risk assessment is carried out for their own activities and equipment
- b) Escape routes are kept unobstructed
- c) An evacuation plan has been formulated
- d) All persons in the building understand the part of the evacuation plan appropriate to them
- e) The Fire Services are called in the event of a fire however slight with details given to the secretary of the management committee. **Post Code CM1 2BP**

The fire extinguishers are provided solely for fighting fires - loss of or damage to the security tag on each extinguisher not used in the event of a fire necessitates a retest for the extinguisher, in which case the hirer will be liable for all costs incurred. Other than in the event of a fire they are not to be removed or tampered with for any other purpose.

## **10.Personal Equipment**

The Hirer is responsible for ensuring the safety of all equipment brought into the premises, including the PATs testing of any electrical equipment. The Hall's insurance policy does not cover equipment brought into the building by hirers for loss, damage or third party risks.

No article or equipment may be left in the building without prior permission from the Committee. Any article or equipment left without permission and not reclaimed within a week will be removed and may be sold or otherwise disposed of.

### **11. End of Hire - Cleaning & Security**

The Hirer is responsible for

- (a) clearing away tables and chairs which must be left clean and replaced back into the appropriate storage,
- (b) ensuring that all rooms are left in a clean and tidy condition. Floors are to be swept, vacuumed, or mopped as may be necessary, prior to vacating the building using the equipment in the cleaning cupboard.
- (c) leaving the premises and surrounding area in a clean and tidy condition , all windows and doors closed ,properly locked and secured.
- (d) Set alarm prior to leaving building.
- (e) Lock external gate/s.

In the event of any breach of this condition the Committee shall be at liberty to make an additional charge appropriate for such breach

Any breakages or damage must be reported to the Booking Secretary immediately.

Power usage is continuously monitored. If the Committee has evidence of excessive use an additional charge will be made.

**NB. It is the Hirer's responsibility to remove any temporary material such as rubbish, food waste and litter from the premises at the end of the hire.**

**Any setting up, or cleaning time, MUST be included within the hours of hire.**

### **12. Parking**

Parking should be considerate to other road users, locals and pedestrians. It may be that you have to park further down the road and walk to the hall after unloading.

### **13. Hearing Loop**

The Hall is fitted with a permanent hearing loop system - see instructions on Hall notice board.

### **14. CCTV**

The hall is fitted with CCTV internally and externally for the safety and security of all hirers. The recording equipment is used and in conjunction with GDPR and registered with the Information Commissions Office (ICO).

### **15. GDPR**

The European Union's new privacy law, GDPR came into effect on May 25th 2018

GDPR is a regulation by which the European Parliament, the Council of the European Union and the European Commission intend to strengthen and unify data protection for EU residents.

In Summary:

- When you make a booking enquiry you give consent to use the information you provide
- We only use this information to service your enquiries and bookings

- You may withdraw your consent at any time, and request that we erase the information we hold about you
- We do not share or sell your information to third parties

#### **16.Right of refusal.**

The Committee reserve the right (a) of access to the premises during the period of hiring by anyone authorised by them (b) to terminate the hiring immediately and without compensation on any breach of these conditions and (c) to cancel the booking in the event of the Hall being required for use as a Polling Station for a Parliamentary or Local Government election or by – election, or any other official use (In which case the Hirer shall be entitled to a refund of any monies already paid).

#### **Payment Conditions**

##### **Ad-Hoc hirers**

The hire charge and damage deposit must be paid in advance, either by cash or cheque payable to “8CSG Langton Hall” submitted with the booking form or by bank transfer to:

Account number: 34399001

Sort code: 23-05-80

Using hirers name and event date as identification (eg. Smith 31/08)

Hire is confirmed once payment has cleared.

##### **Regular Hirers**

Payment is due within 14 days of the Invoice date.

If it is necessary to send a reminder, full payment must be received within 7 days of the reminder date.

In case of non-payment your boking will be cancelled.

The Committee reserves the right to amend these conditions of Hire without prior notice.

**Hirers (or their authorised representative) are strongly advised to have a mobile telephone available at all times for use in emergencies.**

**There is no telephone in the Hall.**