

Terms and Conditions of Hire

PAYMENTS & NOTICE OF CANCELLATION

1. **For one off bookings** payment for the hire of the facilities is paid in full, by the hirer, upon completion and return of the booking form. A security deposit of £100 is also required which is refundable only if the premises are left in a clean and tidy condition to the satisfaction of FCA.
For regular bookings, an invoice will be sent at the start of each month for the coming month. It is the responsibility of the hirer to pay the invoices within 28 days. The hirer is wholly responsible for the hire fees and any outstanding payments arising from any booking.
2. Any booking arranged less than 14 days ahead must be paid in full at the time of the booking.
3. You are responsible for removing all rubbish and recycling at the end of the booking.
4. The times booked should be adhered to at all times or further charges will be applied. All bookings are allowed 30 minutes at either end for set up/clear away.
5. Cancellations must be notified at least 4 weeks in advance of the booking otherwise the hirer will be liable for the full cost of the booking.

SERIES LETS - PAYMENTS AND BOOKINGS

6. An advanced payment of one month's room hire will secure your booking.
7. Bookings can be made in advance for a 12 month period. FCA reserve the right to terminate the agreement if there is arrears in payment.
8. The hirer must sign in when entering the building and keep a register of attendees. This register must be shared with Fearon Hall for monitoring purposes.
9. The premises can only be used for the purpose specified at the time of booking. It shall be the responsibility of the hirer in consultation with FCA to make sure the premises is suitable for the purpose for which it is hired. The hirer will be responsible for the management of the event and keeping a record of attendees. The hirer will also be responsible for any costs associated with damage or loss.
10. The hirer is responsible for ensuring appropriate policies are in place and must be shown on request. This includes Child Protection, Equality policy, DBS checks and GDPR.
11. FCA shall have the right to refuse or stop any activity which contravenes their governing documents and Equal Opportunities Policy.
12. Indemnity - The hirer shall indemnify FCA against all claims, demands, actions or proceedings in respect of the default or injury caused by or to any person which shall occur whilst the person is in Fearon Hall or arise from an accident whilst at the premises, or in respect of any loss or damage suffered or sustained by any person.
13. In the event of the hirer exceeding the maximum permitted number using the premises, FCA reserves the right to terminate the hire and remove all persons from the premises.
14. The hirer is responsible for leaving the premises in a condition that is satisfactory to FCA. No alterations to any instalments, fixtures or fittings may be made without permission which FCA may refuse in its absolute discretion. Any alteration must be to the satisfaction of the authorised person and reinstated by the hirers.
15. The hirer will notify FCA in writing immediately after any incident, damage or other proceeding that occurred during the letting.
16. The management committee reserve the right of access to all parts of the centre and right to refuse or cancel permission to use the centre and state the reason for doing so. No compensation shall be paid to the hirer or any other person if the cancellation is due to damage, nuisance or breach of law.
17. If FCA ceases to occupy Fearon Hall then the hire agreement automatically terminates. FCA will give reasonable notice where we can.

EQUIPMENT BROUGHT INTO THE CENTRE

18. The hirer must seek agreement from FCA for any equipment they intend to bring onto the premises for their own use. The hirer must ensure all equipment is adequately supervised and is used for the correct purposes, is in a good state of repair and has had all the necessary safety checks, particularly in regard to electrical equipment. The hirer must also have adequate insurance cover for the use of personal equipment on the premises; the documentation must be seen by FCA.

LOSS, INJURY AND DAMAGE CLAUSE

19. It shall be the responsibility of the hirer to pay FCA for any loss or damage caused to the premises, furniture, fittings or equipment as a result of the hiring.
20. In the event that there is a breakage or damage to equipment, crockery, or furniture please report to the office so we can repair or replace.
21. If you notice any malfunction of any hall equipment, or you have any safety concerns please advise the office as soon as possible.
22. FCA cannot be held liable for any accident or injury to persons using the centre or third parties involved. The hirer is responsible for having their own insurance in place for activities at the centre.

PERFORMING RIGHTS AND ENTERTAINMENT LICENCES

23. Fearon Hall has general liability insurance and entertainment and music licences to cover programmes and activities for its users. Special events and exercise or fitness programmes require adequate public liability and property damage insurance. You should ensure you are adequately covered.
24. The hirer is responsible for obtaining the necessary licences from Charnwood Borough Council for any public singing, dancing, singing or music or similar entertainment, any cinematography exhibition, any public performance or any other public display.

INTOXICANTS

25. FCA must be notified at the time of booking if alcohol is going to be served. Failure to do so will result in rental privileges being denied in the future. We have an alcohol licence and a bar can be arranged if required. For more information please contact the office.

HEALTH AND SAFETY

26. Fire Evacuation Procedures Fire Alarm

If you discover a fire:

- a. Operate the fire alarm by breaking the nearest call point glass.
- b. Attack the fire if safe to do so with the correct equipment and you are confident and proficient in its use.
- c. Leave the building by the nearest exit.

On hearing the alarm:

- d. Leave the building by the nearest available exit.
- e. Assemble on the grassed area next to the church.

Responsible Person Contact

- f. Ensure that the fire brigade has been called.
 - g. Where possible check that the building has been evacuated.
 - h. Do a head count of people in your care and notify the fire brigade on arrival if anyone is missing.
27. In the interest of Health and Safety all hirers are required to cooperate with both staff and other users. The activity will only be allowed to go ahead when all fire exits are completely clear. Guests/users must be made aware of the evacuation procedures, a copy will be issued to the user by FCA.
 28. Noise must be kept at an acceptable level, if the hirer refuses to reduce the noise level, the activity will be terminated immediately.
 29. First Aid boxes can be found in the kitchen, the main hall, and the ballroom. Please inform the office if you have used anything from the first aid box so we can replenish stock.
 30. All accidents need to be reported to the office as soon as possible. Please use the accident reporting form on the notice board.
 31. To comply with COSHH (Control of Substances Hazardous to Health) regulations FCA must be aware and have agreed in advance to the bringing of any substances by the hirer. The facility reserves the right to refuse and substance that in their opinion could cause a hazard or danger to the facility or users.
 32. Safeguarding of users within your group and other hall users. It is your responsibility to ensure that group leads are DBS checked where necessary and that members attending your sessions are kept safe at all times.
 33. Reporting safeguarding concerns is the group lead responsibility. Please ensure you and your staff are fully aware of the up to date reporting procedure for Leicestershire.
 34. Reporting a safeguarding concern will be at all times kept confidential, however if there is a need to inform Fearon Hall management to keep others safe then you must do so.
 35. You are required to provide Fearon Hall with a risk assessment showing how you have considered the health, safety and safeguarding implications for your booking.