

Topsham Community Association's Terms and Conditions of Hire

Matthews Hall, Fore Street, Topsham, Exeter EX3 0HF. Caretaker 07736 735181

1. GENERAL

1.1 Application and payment for hiring

Application for all bookings whether regular or casual, should be made by personal application to the Bookings Manager on the official form. TCA reserves the right to refuse a booking without giving a reason. A deposit will be requested at the discretion of the Bookings Manager at the time each application for hiring is made-except that

- a) All bookings requiring bar facilities for the sale of alcohol must be accompanied by a payment of caution money of £50 in addition to the hiring fee. This payment is returnable in whole or in part, dependent upon the hirer complying with these hiring regulations.
- b) Payment for all casual bookings should be made in full, in advance. Cheques should be made payable to "Topsham Community Association Ltd" posted to 38 High Street Topsham EX3 0DU or paid in directly to the Association's bank account (sort code 40 52 40; account no. 00022350).

1.2 Persons and organisations responsible

The term "hirer" shall be taken to be the person named on the application form as well as the organisation or body hiring.

1.3 Cancellation

Either TCA or the hirer may cancel any booking, giving not less than one month's notice to the other. Neither party shall be entitled to any compensation, except that the hirer shall forfeit any deposit paid, but shall be entitled to a return of any other fees or charges paid. If a hiring is cancelled within one month of the date booked, TCA will retain any deposit and reserves the right to charge the full booking fees.

1.4 Over-staying time booked

Additional charges will be made if occupation of the Hall continues after the time for which the booking was made.

1.5 Sub-letting

No sub-letting is permitted without the authority of the Association.

2. LICENSING AND COPYRIGHT

2.1 Premises licence under Licensing Act 2003

Evening events will be finished by midnight with no drinks or music played after 11.30pm. If amplified music or live music is being played, the external doors and windows will be kept shut. It is the hirer's responsibility to ensure that the event/activity finishes in an orderly fashion without disturbing local residents. The Premises Licence prohibits any activity that involves hypnotism or striptease. Sales and supply of alcohol are made under the direct supervision of a named Responsible Person.

The name of this Responsible Person should be provided not later than 4 weeks before the event in all cases.

Hirers and their Responsible Person must uphold the four objectives of the Licensing Act 2003:

- The prevention of crime and disorder
- The promotion of public safety
- The prevention of public nuisance
- The protection of children from harm.

In addition they must also

- Not sell or allow the sale or consumption of alcohol to anyone under 18
- Not allow the sale or supply of alcohol to any person who is drunk
- Not allow disorderly conduct on the premises.

2.2 Copyright

Hirers must be responsible for complying with the Copyright Acts and indemnify TCA against costs levied against it by reason of infringement of the Acts.

3. SAFETY

3.1 Capacity

The maximum capacity of the main Hall is 190 seats arranged in accordance with a plan agreed with the Fire Service, which is available for inspection. For dances, the capacity is 150 persons. The Council Chamber has a maximum capacity of 60 persons.

3.2 Fire risk

Before an event, hirers should familiarise themselves with escape routes as displayed, the location of fire extinguishers and the emergency assembly point.

At the start of the event, participants should be told the location of escape routes and exits and that no smoking is allowed in the building. In an evacuation the participants assemble on the lawn on the north side of the building, taking only their immediate belongings and do not return to the building without permission of a fire officer.

Escape routes and exits must not be blocked and there must be no naked flames or smoking in the building.

If the upstairs Council Chamber is hired, disabled persons use the stair lift for access and individual wheelchairs are not allowed. An Evac Chair is provided to assist disabled persons down the stairs and the door to the emergency exit must be unlocked and left clear of any obstacles.

3.3 Supervision

TCA's Association's Public Entertainment Licence requires that two stewards are provided by the Hirer and kept in attendance to supervise the use of the Hall.

3.4 Additional risks

No entertainment shall be held which increases the risk of fire or vitiates TCA's insurance policy. No additional lighting shall be connected without the consent of the Bookings Manager and hirers' own stand-alone electrical equipment must be PAT tested.

4. CARE OF THE HALL

4.1 Good order

The hirer is responsible for good order in the Hall. The hirer shall leave all rooms and equipment in a clean and tidy state. An excess charge to cover cleaning etc. will be levied for non-compliance.

4.2 Damage

Any damage to the Hall or its contents must be notified to the Bookings Manager and must be made good to the satisfaction of TCA.

4.3 Acts not allowed

No nails may be driven into the walls; floors or woodwork and no adhesive materials may be used in a manner which may damage the decorative state of the premises. No flags, decorations or notices may be displayed outside the Hall without the permission of the Bookings Manager.

4.4 Café bar

Hirers using the café bar must follow the instructions when using glass washer, cooker and microwave. The coffee making machine is not to be used by hirers. Malfunctions, losses and breakages must be reported to the Caretaker. A charge may be applicable. Hirers must bring their own tea towels.

5. RIGHTS OF THE ASSOCIATION

5.1 Refusal of entry

TCA reserves the right to refuse entry to the hirer or any individual without giving reasons.

5.2 Right of entry

TCA reserves the right of entry for itself and duly authorised officers.

5.3 Denial of responsibility

The Association accepts no responsibility for loss or damage to any property brought into or left in the Hall, nor for any accident or injury sustained by the hirer or any person present in the Hall during hiring. The hirer shall indemnify the Association against any claim made for such loss, damage, accident or injury.

5.4 Provision of information

Hirers must complete the first page of the booking form showing the rooms and times required and also provide information regarding their activity/event at the bottom of the page.

6. PARKING

Hirers may only park to load and unload and in no circumstances cause an obstruction to other hall users, staff, users of the adjacent car park or the Fire Service.

7. SAFEGUARDING

Hirers are responsible for the safeguarding arrangements for any hall use.

8. INSURANCE

TCA's public liability insurance covers hirers of the Hall but excludes those using it for commercial purposes.