

Clift Meadow Trust – Terms and Conditions of Hire (including Covid-19)

For the purposes of these conditions, the term 'Hirer' shall mean an individual hirer or, where the hirer is an organisation, the authorised representative. The 'Committee' refers to the organisation responsible for the running of the particular building under hire. (The Clift Meadow Trust). The 'building' may refer to one of; Clift Meadow Pavilion, Brocas Hall.

If the Hirer is in any doubt as to the meaning of any part of the following, the Booking Secretary should be consulted. Tel. No. 01256 881125, email: bookingofficer@bramleybookings.org.uk

PLEASE NOTE: Regular users/bookings take precedence over all new bookings. At present, bookings are only entered onto the system for the next 12 months. If your booking is further ahead than 12 months, please call 01256 881125 to discuss your booking. Your booking may be cancelled if the date is more than 12 months ahead. Please await confirmation of your booking before finalising planning for your event.

NOTE: All booking time must include set up and clearing time which includes cleaning the premises to leave them in the condition they were when hired.

1. The Hirer will, 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 of the highway. Any damage found, caused or other issues should be reported by e-mail to facilities@cliftmeadowpark.org.uk or the caretaker in person.
2. The Hirer shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.
3. The Hirer shall be responsible for obtaining such licences as may be needed whether for the sale or supply of intoxicating liquor, from the Performing Right Society, from Phonographic Performance Ltd or otherwise and for the observance of the same.
4. 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.
5. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.
6. The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

7. The Hirer shall ensure that any electrical appliances brought by him/her to the premises and used there shall be safe and in good working order, and used in a safe manner.
8. The Hirer shall indemnify the Committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.
9. The Hirer shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Hall. (The Hall is insured against any claims arising out of its own negligence).
10. The Hirer must report and record any accidents involving injury to a member of their party or members of the public using the hall during their hire in the Accident Log (stored in the kitchen area) and report the incident to a member of the Management Committee as soon as possible. Any failure of equipment either that belonging to the Hall or brought in by the Hirer must also be reported as soon as possible by e-mail to facilities@cliftmeadowpark.org.uk or the caretaker in person. Certain types of accident or injury must be reported on a special form to the local authority. A member of the Management Committee will give assistance in completing this form. This is in accordance with the RIDDOR – Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013.

Website: <http://www.hse.gov.uk/riddor> or via the HSE website:
<http://www.hse.gov.uk>

11. The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the hall, other than for a special event agreed to by the Committee. And no animals whatsoever are to enter the kitchen at any time.
12. The Hirer shall ensure that any activities involving children under eight years of age comply with the provisions of the [Children Act of 1989](#) and that only fit and proper persons have access to the children.
13. The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Hall, and shall indemnify the Committee accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.
14. The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.
15. If the Hirer wishes to cancel the booking before the date of the event and the Management Committee is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Committee.
16. The Committee reserves the right to cancel this hiring in the event of the Hall being required for use as a Polling Station for a Parliamentary or Local Government

- election or by-election, in which case the Hirer shall be entitled to a refund of any deposit already paid.
17. In the event of the Hall or any part thereof being rendered unfit for the use for which it has been hired, the Committee shall not be liable to the Hirer for any resulting loss or damage whatsoever.
 18. The Committee reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to the Hirer. The Hirer shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the Hirer to the Committee but the Committee shall not be liable to make any further payment to the Hirer.
 19. The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and for properly replacing any contents temporarily removed from their usual positions, otherwise the Committee shall be at liberty to withhold the deposit or make an additional charge.
 20. The Hirer shall ensure that the minimum of noise is made on arrival and departure.

Specific Conditions

1. The Hirer shall ensure that the capacity of the venue under hire is not exceeded at any time:
 - a. Clift Meadow Pavilion: 60 (seated)
 - b. Brocas Hall: 50 (seated)
2. The Hirer shall ensure that:
 - a. fire exits are unlocked and that attendees are aware of exits and the muster point in the car-park and assuring that all attendees are accounted for in event of evacuation.
 - b. no candles, pyrotechnics or other devices involving the use of real flame are used on the premises;
 - c. highly flammable substances are not brought into, or used in, any part of the premises;
 - d. no portable Liquefied Propane Gas (LPG) appliances are brought into, or used in, any part of the Premises;
 - e. no balloon(s) filled with flammable gas is/are brought into any part of the premises;
 - f. no hangings or other internal decorations of a flammable or combustible nature are erected in any part of the premises.
3. Furthermore:
 - a. All equipment must be left in a clean condition and any breakages reported by e-mail to facilities@cliftmeadowpark.org.uk or the caretaker in person.
 - b. No wipes or other items are to be flushed down the toilets as they block the sewage pump.
 - c. No smoking is permitted anywhere in the buildings.

- d. No excessive noise to annoy neighbours at any time, all noisy activities shall be indoors with windows and doors closed after 23:00 hrs. Zero noise is permitted at the perimeter of the site between 23:00 hrs and 07:00 hrs.
 - e. All rubbish secured in suitable sacks and left in the bins provided outside on departure
 - f. All doors and windows to be secured before leaving.
 - g. The heating is to be left as you found it.
 - h. The key is to be returned to the key safe on departure or to a nominated key holder as instructed by the Bookings Officer.
 - i. Hirers nor their attendees have sole use of the car-park.
4. The Committee reserves its rights over lettings to outside organisations and has right of entry to the Hall at all times.
 5. The Committee reserves the right in the event of a hirer breaching these conditions to end bookings immediately and ask people to vacate the premises, in this instance your deposit will be forfeit.
 6. Stored equipment: Clift Meadow Trust nor The Committee accepts responsibility for any stored equipment or other property brought onto 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. Clift Meadow Trust 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 dispose of any property brought on to the premises for the purposes of the hiring. This may result in Clift Meadow Trust 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.
 7. Data Collection: How We Use Your Personal Information

By 'personal information' we mean names, addresses, emails and phone numbers and possibly details on incidents.

We may use this information to:

- communicate with you
- keep financial records i.e. provide an audit trail to identify source of income
- make it easier for you to make future bookings
- deal with enquiries and incidents
- inform you of other events in Clift Meadow that may be of interest to you

Security of Data: personal data we hold will not be shared with any third parties, data will be held securely at all times and disposed of carefully

Additional temporary conditions for Covid-19

SC1: You, the hirer, will be responsible for ensuring those attending your activity or event comply with the COVID-19 Secure Guidelines while entering and occupying the hall, as shown on the poster which is displayed at the hall entrance, in particular using the hand sanitiser supplied when entering the hall and after using tissues.

SC2: You undertake to comply with the actions identified in the hall's risk assessment, of which you have been provided with a copy.

SC3: You will be responsible for cleaning door handles, light switches, window catches, equipment, toilet handles and seats, wash basins and all surfaces likely to be used during your period of hire before other members of your group or organisation arrive and to keep the premises clean through regular cleaning of surfaces during your hire, paying particular attention to wash hand basins and kitchen sinks (if used), using either the products supplied (which will be in a clearly accessible location) or your own ordinary domestic products. You will be required to clean again on leaving. Please take care cleaning electrical equipment. Use cloths -do not spray!

SC4: You will make sure that everyone likely to attend your activity or event understands that they **MUST NOT DO SO** if they or anyone in their household has had COVID-19 symptoms in the last 7 days, and that if they develop symptoms within 7 days of visiting the premises they **MUST** use the Test, Track and Trace system to alert others with whom they have been in contact.

SC5: You will keep the premises well ventilated throughout your hire, with windows and doors open as far as convenient. You will be responsible for ensuring they are all securely closed on leaving.

SC6: You will ensure that no more people attend your activity/event than permitted by the current risk assessment, in order that social distancing can be maintained. You will ensure that everyone attending maintains social distancing while waiting to enter the premises, observes the one-way system within the premises, and as far as possible when using more confined areas e.g. moving and stowing equipment, which should be kept as brief as possible.

SC7: You will take particular care to ensure that social distancing is maintained for any persons aged 70 or over or likely to be clinically more vulnerable to COVID-19, including for example keeping a 2m distance around them when going in and out of rooms and ensuring they can access the toilets, kitchen or other confined areas without others being present. For some people, passing another person in a confined space is less risky, but for older people that should be avoided.

SC8: You will position furniture or the arrangement of the room as far as possible to facilitate people seating side by side, with at least one empty chair between each person, rather than face to face. If tables are being used, you will place them so as to maintain a distance of at least 2metres across the table between people who are face to face e.g.using a wide U-shape or using multiple tables to maintain distance.

SC9: You will be responsible for the disposal of all rubbish created during your hire, including tissues and cleaning cloths, in the rubbish bags provided in the cleaning

cupboard before you leave the hall and dispose of them in the car park bin. Please clean your hands after disposing of rubbish.

SC10: You will be responsible, if drinks or food are made, for ensuring that all crockery and cutlery is washed in hot soapy water, dried and stowed away. You will bring your own clean tea towels, so as to reduce risk of contamination between hirers, and take them away. We will provide washing up liquid and washing up cloths.

SC11: We will have the right to close the hall if there are safety concerns relating to COVID-19, for example, if someone who has attended the hall develops symptoms and thorough cleansing is required or if it is reported that the Hiring Conditions above are not being complied with, whether by you or by other hirers, or in the event that public buildings are asked or required to close again. If this is necessary, we will do our best to inform you promptly and you will not be charged for this hire.

SC12: In the event of someone becoming unwell with suspected Covid-19 symptoms while at the hall you should remove them to the designated safe area which in the Pavilion is the small changing room on the left – In the Brocas hall, use the toilet nearest the front door. Provide tissues and a bin or plastic bag, and a bowl of warm soapy water for handwashing. Ask others in your group to provide contact details if you do not have them and then leave the premises, observing the usual hand sanitising and social distancing precautions, and advise them to launder their clothes when they arrive home. Inform us on 01256 805280 so that the appropriate isolation and cleaning can be carried out.