



Terms and Conditions of Hire

We have two community halls to hire in Solihull. The community halls are managed by Solihull Community Housing (SCH) on behalf of Solihull Council who own the buildings.

The community centres are available for hire on a daily basis between 09:00 and 22:00 hours and they have level access and disabled toilet facilities. Use of the halls and facilities is subject to the following terms and conditions. To confirm a booking you must sign to agree you will meet the terms and conditions of hire.

We hope the terms and conditions are clear but if you have any questions please contact us - email offman@solihull.gov.uk or phone 0121 717 1515.

Community rate:	£23.00 per hour
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Charges are based on hourly rates. Should part of an hour be used, a charge for either half or a full hour will be made.

Bookings

Bookings can only be made by people over the age of 25. The person making the booking is personally responsible for payment of fees and for making sure these conditions are met. You will need to provide us with evidence of your age and we ask for a copy of your:

- Current UK driving license
- Current passport or
- National Identity Card

The hall keys are accessed from a coded Key-Safe that is located outside the Hall. The code for the key-safe can be obtained from the booking officer subject to the payment being received by SCH. You must keep this code confidential and the keys must be returned into the key-safe at the end of the hiring period.

The Hirer must nominate a competent person to take charge in case of a fire, to ensure that all persons at the hall can escape unimpeded through the Fire Exits and to assemble in the car park or other nominated assembly area. Fire Doors MUST remain unobstructed during the hire period.

A checklist is included, at the end of this hire agreement, and it is your responsibility to complete the actions before and after your hire period.

Payment of Hire Charges

The booking will be regarded as provisional until full payment is received by SCH. Separate arrangements can be made for long term bookings. Payment must be

made no later than 14 days before the date of the event. For late bookings full payment should be sent with the booking form.

A booking will be regarded as confirmed and the terms of the agreement deemed accepted by the customer once the booking form, proof of age and payment has been received by SCH.

If another hirer wishes to book at the same time as a provisional booking, and is ready to provide payment, we will contact the hirer with the provisional booking and give them the opportunity to make the booking firm by providing payment. If payment is not provided within 5 days SCH will cancel the booking in favour of the firm booking.

Cancellation

The customer may cancel this agreement without any penalty provided that the Facilities Management Team receives written notice of the same not less than 20 working days prior to the booking.

Where the customer wishes to cancel this Agreement on less than 20 working days' notice SCH shall apply a **cancellation charge** equal to the following percentage of the price:

Number of working days cancellation notice received by SCH	% of Total Charge Payable by the Client
20-11 working days' notice	50%
10-0 working days' notice	100%

We reserve the right to cancel any booking to carry out essential repairs or maintenance. If we have to do this we will refund any hire payment that has been made. We will not be responsible for any other losses.

We will give as much notice as possible for planned maintenance work. In the unlikely event that the hall cannot be accessed we will refund the cost of hire. We will not be responsible for any other losses incurred.

Refusal of Booking

We reserve the right to refuse a booking or to cancel this hiring agreement at any time either before or during the term of the agreement by giving 7 days' notice in writing to the hirer. If notice is given the hirer shall be entitled to a refund of the hire fee. SCH shall not be liable to make any further payment to the hirer.

Supervision and use of the Hall

You are responsible for the hall, the fabric and the contents; their care, safety from damage however slight; or change of any sort throughout the hire. SCH operates a strict **no smoking** and **no alcohol** consumption policy in its premises and grounds.

You will be Responsible for:

- all costs incurred due to lost hire income or cleaning charges because of the hall not being left in a clean condition

- reporting any damages caused during the event/function, the hirer will be held responsible if the damage has occurred during the period of hire, which will incur damage costs
- any concerns or damage should be reported to SCH as soon as possible (0121 717 1515 or email facilitiesman@solihullcommunityhousing.org.uk)
- the behaviour of all persons using the hall; including supervision of car parking
- ensuring that the processes for deactivating and activating the intruder alarm are followed
- only using the hall for the purpose described
- not sub-hiring the hall
- not allowing the hall to be used for any unlawful purpose or in any unlawful way
- not doing anything or bringing into the hall anything which may endanger or invalidate any insurance policies
- ensuring that no nuisance is caused whilst using the hall
- ensuring "smoking and vaping" is not permitted anywhere in the halls at any time.

Health & Safety:

- you are responsible for the safety and wellbeing of your attendees and must be particularly careful where children are involved
- no candles or other naked flames are allowed for fire safety purposes
- aerosol products such as air freshener, body sprays, deodorants and hair spray will commonly set off smoke detectors. Please avoid using them on these premises to prevent false fire activations
- no cooking in the kitchen is allowed but food can be heated
- all accidents or injuries must be reported to SCH (0121 717 1515 or email facilitiesman@solihullcommunityhousing.org.uk)
- you are responsible for completing the Health and Safety checklist on arrival and at the end to ensure the hall is left safe and to the standard at the beginning of the hire. SCH will inspect the hall following the hire
- we will draw your attention to fire safety procedures and action notices including the assembly point and please take note of how to evacuate in the event of a fire. You will need to assign a buddy for anyone with a disability that would need help in an emergency to escape. You are responsible for H&S of your guests
- there is no first aid box on site - this will need to be provided by the responsible person including any necessary qualified first aiders for your activity.
- hiring organisations must have public liability insurance and we will ask to see this where relevant
- you must not exceed the person limit agreed for your booking/activities
- users who are violent or show aggression will be investigated and may be banned from booking halls in the future
- BBQs, open fires and fireworks are not permitted anywhere within the grounds of the community halls.
- The use of flammable materials or dangerous substances is prohibited.

Hirers must report any hazards, defects or unsafe conditions identified during the hire period to SCH as soon as possible so that appropriate action can be taken.

Compliance with Health and Safety Requirements

The hirer is responsible for ensuring that all activities carried out during the hire comply with current health and safety legislation and guidance. The hirer must take reasonable steps to ensure the safety of all participants, visitors and members of the public attending the activity.

SCH reserves the right to stop any activity or terminate the hire if it believes the activity presents a risk to the safety of the building, participants or members of the public.

Equal Opportunities

You will ensure that all current legislation and regulations are complied with during the hire period to ensure no discrimination takes place.

Licences, Gaming, Betting and Lotteries

You are also responsible for any licenses that may be needed (for example from the Performing Rights Society, Phonographic Performance Ltd etc.).

You must make sure that nothing is done in the hall that breaches the law relating to gaming, betting and lotteries.

Public Safety

You must ensure that your activities, levels of supervision, working practices and equipment comply with current health and safety legislation and guidance. You must also take reasonable care at all times for the safety of yourself and all others. Risk assessments are the responsibility of the hirer and as such the hirer needs to be satisfied that the space hired is safe and fit for purpose.

You must also make sure that any electrical appliances or equipment brought into the hall are safe, suitable for the intended use and maintained in good working order. Hirers are responsible for ensuring their equipment is used safely.

Health and Hygiene

If you are serving or selling food you must observe all relevant food health and hygiene legislation and regulations.

Damage

You are responsible for any damage caused during the hire. SCH reserves the right to make good any damage and recover the costs from the hirer for such damage. SCH will not be liable for the loss, theft, or damage of any goods or property brought into the hall.

Insurance

The building has public liability insurance which covers the hall but not the person hiring or the activities taking place. You will need to have your own public liability insurance in place to cover any activities that you are holding. A copy of the Public Liability Insurance Certificate must be provided and a copy held by SCH.

Accidents and Dangerous Occurrences

If any accidents happen involving the public you must report it to SCH as soon as possible. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

Any failure of equipment either that belong to the hall or brought in by you must also be reported as soon as possible.

In the event of a serious accident or medical emergency, the hirer must contact the emergency services immediately by dialing 999 and notify SCH as possible.

Bouncy castles are not permitted to be used inside the halls.

Safeguarding Responsibilities

You must make sure that any activities for children under eight years of age comply with the provisions of The Children Act statutory legislation and that the correct adult to child ratios are met.

Young people (18 and under) must be supervised by responsible adults at all times during the course of any booking. There should be a minimum ratio of 1 adult to 10 young people. For young children there should be a minimum ratio of 1 adult to 8 children for children 3 - 5 years old. Parents should be present for all under 3 years old.

If you (or your organisation) are working with, or are supervising children or vulnerable adults (except your own family members) you will be required to supply copies of:

- DBS checks or approved coaching certificates for all adults who will be in contact with or supervising the children,
- Safeguarding and Child Protection Plans,
- Records of all staff and volunteers who will be taking part in the event or activity and confirmation that they are aware of and understand the plans.
- Insurance certificates.

(This is not applicable if you are hiring the hall for children's parties.)

Fire Safety

You must make yourself familiar with escape routes in the event of a fire. Fire doors must be kept shut but unlocked during the hire. On discovering a fire (including seeing or smelling smoke) you must:

- operate the nearest fire alarm call point
- call the Fire Brigade by dialling 999
- leave the building by the nearest exit
- proceed to the assembly point
- do not stop to collect personal belongings
- do not re-enter the building

Please also advise SCH on 0121 717 1515, when it is safe to do so.

Security

Inform the Emergency Services (Police) and SCH if intruders are sighted on the

premises, do not attempt to intercept or challenge them.

Hirers are to ensure that adequate security controls remain in place during occupancy.

Animals

No animals or birds except guide dogs are brought into the hall, other than for a special event agreed to by SCH.

Sale of Goods

If selling goods in the hall, you must comply with Fair Trading Laws and any code of practice used in connection with such sales.

General Data Protection Regulations

We will only use your information strictly within the General Data Protection Regulations (GDPR).

End of Hire

You are responsible for leaving the hall and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise. Any contents temporarily removed from their usual positions must be returned – including furniture.

All rubbish must be removed from the premises and disposed of by the hirer. We will check the halls after a booking and recharges will be administered if the hall is not left clean, tidy and free of rubbish.

End of hire checklist

1. Tables & Chairs

Please ensure that all tables are wiped clean at the end of the hire. Return all chairs and tables to their correct places before leaving.

2. Toilets

Please ensure all toilets are left clean at the end of the function. Dirty nappies must not be left in the bins and these should be taken with you when you leave.

3. The Hall and Kitchen

Sweep the hall and kitchen floors and wipe or mop up any spillages. A dustpan and brush under the main sink in kitchen. Check that nothing has been left inside the oven (if used) or in fridge/freezer. Any leftover food must be removed and taken away at the end of the hire. Ensure that all electrical items are switched off and unplugged and all taps are fully turned off.

4. Disposal of rubbish

Please remove all rubbish from the premises and take it with you when you leave. We do not have outside bin facilities for hirers.

5. Money and other Valuables

Please ensure that no money or other valuables have been left in the hall.

6. Before leaving

Before leaving, please lock up and check that all windows, doors and fire exits are properly closed and locked.

We offer this hall as a community facility and rely on the goodwill of our users to help keep the building in good working order. As a user, you have already agreed to do this through our Hiring Agreement. If there are any problems, please let us know.

Thank you for your co-operation

Solihull Community Housing

0121 717 1515

www.solihullcommunityhousing.org.uk