

# **MOOR POOL HALL**

### **TERMS AND CONDITIONS OF HIRE March 2022**

Please note there is an Addendum to these Terms & Conditions to outline our policies and expectations during the 'Covid' period. This Addendum is attached.

#### **BOOKINGS**

All booking agreements are between Moor Pool Heritage Trust (MPHT) and the Hirer. Application for the use of the Hall or any part of it must be received at the Hall on the appropriate booking form. Terms and Conditions must be read and signed. Copies of both will be given to the Hirer once booking is confirmed. No priority will be given to individual groups. All bookings are made on a first come, first serve basis.

## **CHARGES**

- (a) There is a refundable security deposit of £100. This is refundable 10-14 days after the hire by cheque, subject to there being no damage to the building, furniture or equipment and the Hall is left clean, no noise complaints from neighbours or other disturbance, and as long as the Terms & Conditions of hire have been adhered to. Any charges for extra time will be deducted from this deposit.
- (b) The Hirer, including regular users of the building shall be personally responsible for paying the cost of repair or replacement to any damage done to the fabric, furniture, equipment or other property of the Hall, and will be expected to indemnify the managers for any costs incurred.
- (c) A non-refundable booking deposit of £50(or the full booking fee should the booking be 2 hours or less for the Main Hall, or for 3 hours or less for the Lower Hall) of the total hire cost must accompany the booking form in order to secure the booking. If you have paid the booking deposit, you are deemed to have accepted these Terms & Conditions.
- (d) Please note charges as follows for cancelled bookings:-
  - If for any reason we have to cancel your booking we will give a full refund. If you, the hirer, cancel 28 days before the booking you will lose the deposit. Cancellations made 14 days before the booking will result in losing half of the total hire costs and 7 days or less will lose the total amount.
- (e) The full cost of the hire is due 28 days before the date of the event, and will be the price applicable to the 'day of the event', and not on the day the booking was taken.
- (f) BACS or Internet payments can be made to Moor Pool Heritage Trust's bank account (details of which will be supplied). Cheques should be made payable to:- "Moor Pool Heritage Trust".. Please note that all refundable deposit cheques will be banked.
- (g) If booked less than 28 days in advance then the full charge <u>plus</u> the refundable deposit is to be paid.

## **KITCHEN**

- (a) The Hall's utensils and crockery are <u>not</u> for general public use. Please ensure that you bring your own cutlery, crockery, plates and cups.
- (b) The name and address of the caterer must be included on the booking form. This information may be passed on to the City Environmental Services Department.
- (c) If preparing or serving food it is the Hirer's responsibility to ensure that all food and hygiene regulations are observed.
- (d) Do not allow children in the kitchen except under close supervision.
- (e) The Hirer is responsible for ensuring that all food is removed from the kitchen and the Hall at the end of the Hire period.

#### **LICENCE**

It is a condition of the Hall licence, that:-

- (a) In the Main Hall at any one time, no more than 220 people are allowed.
- (b) In the Lower Hall at any one time, no more than 60 people are allowed
- (c) We do not have a licence to run a bar ourselves. It is illegal to provide or sell alcohol without a licence, or to consume alcohol under the age of 18 years. If alcohol is provided it must be provided to guests free of charge, and cannot be included in a ticket or membership price.
- (d) If you require a bar for the sale of alcohol, you will need our permission to apply for your own licence with prior consent from MPHT and this must be forwarded to the Hall Manager prior to the event.
- (e) If you wish to hold a market or fair you are required to apply for a licence to Birmingham City Council and provide a copy to the Hall Manager in advance of the hire.
- (f) Moor Pool Heritage Trust has a PPL and PRS license for music or performances that feature for its activities and private functions. Our licence does not cover any third party hire or organisation or individuals earning an income from providing activities such as aerobics classes, practise and social dance classes/sessions or any performance or event where the profit does not go entirely to the voluntary organisation. The hirer is then responsible for ensuring they have the appropriate separate licence for this.
- (g) If the hirer is operating as a business they should ensure that they have relevant and appropriate insurance, which shall include public liability insurance.

## **HEALTH & SAFETY**

- (a) The Hall Manager has overall responsibility of Health and Safety of the Hall, and regular risk assessments are carried out. A copy of the Health & Safety policy is available on request.
- (b) Any accidents must be reported in the accident book which is located in the kitchen and reported to the Hall Manager or Caretaker.
- (c) During the Hire Period, the Hirer is responsible for the Health & Safety of the persons entering the Main Hall and is also responsible for ensuring all enter and leave in a quiet and orderly manner, so as not to disturb neighbours of the Hall.
- (d) Any equipment provided by Third parties or outdoor suppliers are not covered under the Hall insurance, this includes bouncy castles and other inflatables. You should liaise with the Hall manager regarding bouncy castle size to ensure it is the right size. The hirer is responsible for ensuring that any third party such as a catering company or operator hired to bring equipment has relevant and appropriate insurance, which shall include public liability insurance. If the hirer is operating as a business they should ensure also ensure that they have relevant and appropriate insurance, which shall include public liability insurance.
- (e) During the Hire period please follow practices to minimise risks You should liaise with the Hall manager regarding bouncy castle size to ensure it is the right size.and do everything reasonably possible to prevent injury.
- (f) It is the Hirer's responsibility to lay out the chairs and tables in the Hall. Do not stack chairs more than ten high, and if carrying chairs do not carry more than two at a time. If moving folded tables move them one at a time or use the trolley provided. Please ensure that chairs and tables are lifted and not dragged so as not to cause damage to the floor.
- (g) Hirers are responsible for the supervision of members of their party during the Hire period and in accordance with the Children's Act 2004 is responsible for the safety of children at the event and their supervision. Children should not be left unattended, should be supervised and remain in the Hall and there must be a ratio of 1 adult per 10 children.

## **RUBBISH AND CLEANING**

- (a) It is the Hirer's responsibility to clean up after their function and leave the building in the same condition as found.
- (b) Please ensure that the Hall is swept and cleaned ready for the next user, wiping down tables and cleaning up crumbs. Cleaning materials will be provided.

(c) There is one bin provided but it is the Hirer's responsibility to take away any excess rubbish and ensure that no rubbish is left in the building. Please ensure that you bring an adequate number of bin-liners to dispose of rubbish.

**Please note:** You will lose part or all of the security deposit if the building is left in an unsatisfactory condition and inspection will be carried out on the following day to ensure the hall was left in a satisfactory condition. If additional cleaning is required after the period of hire this will be levied on the Hirer.

#### **NUISANCE**

- (a) Moor Pool Hall is in a residential area and noise levels must be kept to a minimum, and consideration given to our neighbours.
- (b) We do NOT allow large PA systems with DJ equipment to be used due to nuisance caused by loud music.
- (c) Hirers must not annoy or cause nuisance to local residents, by playing unreasonably loud music, parking on driveways or parking on grass verges, and children must remain in the hall and be accompanied at all times.
- (d) Music must remain at a reasonable level in accordance with Environment Health. MPHT has the right to check the music during the period of Hire and will retain the right to turn the music down or off if deemed to be too loud, particularly for evening events.
- (e) The Hall is an indoor venue and therefore front and side doors and windows should be kept closed during the period of hire so that noise cannot be heard outside the Hall.
- (f) The Hirer is responsible for ensuring that all enter and leave the building in a quiet and orderly manner so as not to cause distress to neighbours.

**Please note:** If unacceptable noise/nuisance is caused, Hall staff have the right to close a private hire event and the Hirer must forfeit the deposit.

#### **PARKING**

- (a) It is the Hirer's responsibility to ensure that guests do not park on grass verges and respect the Moor Pool Conservation Area. Parking on grass verges or on driveways is completely unacceptable and if this happens we have the right to deduct the damage deposit. If there is no immediate parking on the side roads round the Circle, parking can be sought on Ravenhurst Road (at the end of Moor Pool Avenue or Park Edge off the Circle) or Wentworth Road (at the end of Wentworth Gate off the Circle.)
- (b) It is the Hirer's responsibility to ensure that their guests do not park in front of the hall entrance, or in front of driveways or cause nuisance to local residents.

**Please note:** If unacceptable parking takes place by Hirers of the Hall MPHT has the right to deduct the deposit.

## **GENERAL**

- (g) You are required to stipulate clearly your time of arrival and keep to that time (please take into account preparation and dismantle time required).
- (h) When fixing items to the wall please only use blue-tack so as not to cause damage.
- (i) Please make sure that your guests are aware of your finishing time and that the building is cleared of guests at least half an hour before the finishing time to enable you to complete proper cleaning up.
- (j) The hire is until 10.30p.m. at the latest, except for Sunday bookings which will finish at 10.00p.m. In the event of your function running over your booked time you will be charged at £25.00 per 15 minutes and this will be deducted from the refundable security deposit.
- (k) The management is not responsible for articles or personal belongings left on the premises.
- (I) The Hirer should check that there is adequate furniture at the time of booking. The Hirer shall ensure that all guests are acquainted with the regulations displayed in each hall.
- (m) All portable electrical equipment (e.g. music players) must be PAT tested and certified.
- (n) **Confetti is not to** be used inside or outside the building. **Fireworks** are forbidden inside and outside the building.
- (o) Smoke systems are **not** permitted as this causes the Hall's smoke alarms to go off. In the event of the fire alarm being set off during a function the hirer will forfeit their Security Deposit.
- (p) All hall users please note the main doors are to be kept closed at all times and you must not leave the building open. You must wait for the caretaker to arrive before you vacate the premises.

Please note: If the Caretaker or a Trustee of MPHT is called out unnecessarily during a function, the overtime rate will be charged to the hirer and deducted from the security deposit.

(q) Caretaker emergency contact number is Peter on 07763407810 or Brenda on 07531546490

Moor Pool Heritage Trust ask that staff are treated with respect and in turn all staff, placements and volunteers at Moor Pool Hall will be courteous and respectful to all service users.

I UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS AS STATED ABOVE.

Signed	 	 	 	 	 	 (Hirer)
Date	 	 	 	 	 	 